

26/9/24.

Draft Episodic Premises Licence Conditions for Arena Square, Wembley [updated following 11 September 2024 meeting]

Overriding Condition

This 'Episodic' Premises Licence shall only permit licensable activities to be conducted in Arena Square, Wembley (as delineated in the licensing plan), by the Premises Licence Holder (WNSL) to support Stadium Events:

1. On occasions when the Premises is not being operated under Premises Licence 223170983 (or under other licensing authorization) by Wembley Park Limited ('WPL'); and
2. Subject always to compliance with the Conditions at Annex 1 (Mandatory Conditions) and Annex 2 (Specific Episodic Licence Conditions).

Part 1 - Premises Details

Arena Square, Wembley
Wembley HA9 0RX

Authorised Licensable Activities:

Regulated Entertainment:

Films; Live music and Recorded music and similar activities:
Mondays to Sundays: 10:00 to 21:00

Sale of Alcohol ['on' sales only]: Mondays to Sundays: 10:00 to 21:00
Opening Hours: 10:00 to 21:30

[Proposed] Designated Premises Supervisor:
Paul Scannell

Annex 1 – Mandatory Conditions – as per law

Annex 2: Specific Episodic Licence Conditions (to ensure sufficient cross-campus liaison):

Notification of forthcoming Episodic Licence Use:

1. Unless otherwise agreed with the Police; Public Safety Team, Environmental Health Team and the Licensing Authority (referred to as the 'Responsible Authorities') for the London Borough of Brent (LBB), WNSL Management shall notify those Responsible Authorities that this Licence will be in operation at an event, at least 14 days prior to the event ("Notification"). WNSL Management will provide a copy of the Notification at the same time to the Designated Premises Supervisors of the Premises Licences

relating to Wembley Park (Licence 223170983) and to OVO Arena, Wembley.

2 The Notification in condition 1 shall

2.1 Summarize:

- 2.1.1 the nature of the planned licensable event;
- 2.1.2 the anticipated Licensable activities to be conducted at it including the position of any temporary staging or other fixtures/fittings;
- 2.1.3 the anticipated capacity of spectators to be in attendance at the event at any one time; and
- 2.1.4 Any matters which WNSL Management is aware and considers of note in terms of the wider Wembley Park operation which may affect (in their reasonable view) the promotion of the Licensing Objectives at the planned event, and

2.2 Invite the Recipients to feedback by email to WNSL Management any observations they have on the summarized information (including any details of simultaneous licensable activities at OVO Arena, Wembley or at Wembley Park), for its consideration.

3. Subject always to condition 13, WNSL Management acting by its DPS, Nominated Deputy or otherwise, shall in relation to any planned event in the Premises:

3.1 Subject always to Condition 4, prepare a specific Event Management Plan (including Risk Assessments) and send a copy to Responsible Authorities (unless otherwise agreed) no less than 5 days prior to the event. The risk assessment(s) and security requirements shall be prepared based on the Police category (if any) and intelligence for the Stadium Event and any intelligence shared pursuant to condition 2.2 or otherwise; and

3.2 Give special consideration as part of the EMP to any feedback information (if any) provided to them pursuant to condition 2.2, relating to simultaneous licensed events under the OVO Arena, Wembley Licence and/or under the WPL's Premises Licence 223170983, with its planned operation e.g. give consideration to event start/finish times.

4. WNSL Management (acting by its DPS or otherwise) shall comply with the following conditions¹:

4.1 Regulated Entertainment and the Sale of Alcohol by retail shall only take place in accordance with these conditions.

¹ These requirements reflect the Annex 2 conditions on Premises Licence 25774 relating to "East Village" as appropriately varied

CCTV

- 4.2 The Premises shall maintain a comprehensive digital colour CCTV system. All public areas of the Premises, including all public entry and exit points will be covered enabling facial identification of every person entering in any light condition. The CCTV cameras shall continually record whilst the Premises are open to the public and recordings shall be kept available for a minimum of 30 days with date and time stamping.
- 4.3 A staff member who is conversant with the operation of the CCTV system shall be available at all times when they are open to the public for licensable activities. This staff member shall, on reasonable request, show recordings to the Police or to officers of the Licensing Authority.

LOGS:

- 4.4 An incident log (or logs) shall be kept at the Premises² (or accessible at Wembley National Stadium or remotely) and shall be made available on reasonable request to the Police or to an authorised officer of Brent Council. The log will record the following:
- Where they relate to a licensable activity:
 - All crimes reported to the Premises;
 - All ejections of visitors;
 - Any incidents of disorder.
 - Any seizures of drugs or offensive weapons;
 - Any faults in the CCTV system or searching/scanning equipment; and
 - Any refusal of the sale of alcohol during trading hours.
- 4.5 There must be at the Premises (or within the Stadium) a secure lockable 'Drugs Box' to which no member of staff, save the DPS and/or his Nominated Deputies shall have access. All controlled drugs (or items suspected to be or to contain controlled drugs) found at the premises must be placed in this box as soon as practicable. Whenever this box is emptied, all of its contents must be given to Wembley Police for appropriate disposal.

Event Planning and Alcohol Sales

- 4.6 Prior to any occasion when licensable activities will be conducted at the Premises, an appropriate Risk Assessment will be carried out to identify any required measures to minimise any risks to the promotion of the Licensing Objectives.
- 4.7 The capacity for guests/spectators for the Premises shall not exceed 3000 at any one time.
- 4.8 A 'Challenge 25' Scheme shall operate to ensure that any person attempting to purchase alcohol who appears to be under the age of 25 shall provide documented

² As the Premises is external and does not contain permanent offices, any logs/registers/other policies and procedures are likely to be accessible remotely (through appropriate technology) and/or through offices within Wembley National Stadium.

proof that he/she is over 18 years of age. Proof of age shall only comprise a passport, a photo card driving licence, an EU/EEA national ID card or similar document, or an Industry approved proof of age identity card.

- 4.9 A log shall be kept at the Premises³ and record all refused sales of alcohol for reasons that the person(s) is, or appears to be, under 25 years of age. The log shall record the date and time of the refusal and the name of the member of staff who refused the sale. The log will be made available on reasonable request by the Police or an authorised officer of the London Borough of Brent Council.
- 4.10 On closure of the Premises, a dispersal policy shall be in place and implemented to move visitors from the immediate vicinity in such a way as to cause minimum disturbance or nuisance to neighbours.
- 4.11 Prominent signage shall be displayed at all primary exits from the Premises requesting that visitors respect those living and working in the locality.
- 4.12 Wembley Stadium Management shall make available a contact telephone number and/or website contact information for use in the event of complaints arising, relating to licensable activities being conducted at the Premises.
- 4.13 The Initial Assessment (and subsequently the Final Risk Assessment) shall expressly address and/or identify:
- In relation to any Regulated Entertainment, the nature, location within the Premises of any stage/screens/lighting rigging (and similar equipment), timings of such Entertainment, and mitigation factors to minimise undue disturbance to local residents;
 - In relation to any Bars, the position of any temporary stationary Bars and/or whether hawkers will be in use, and the hours of trading;
 - By reference to an Event Layout Plan/Diagram/Table/Risk Assessment and/or otherwise - the anticipated Risk level for the Event; points of access/egress to the Premises; the number of stewards and/or other security staff to be on duty and their locations (or whether they are mobile); the method to be used to monitor capacity and the Search policy and procedure to be employed.
5. Where Regulated Entertainment is to be provided by and/or any Bar within the Premises is to be operated by Third Parties (for example by event promoters; professional caterers and/or brand concessions), Wembley Management will inform the Third Party in writing of the need for it, and its staff/contractors, to be fully apprised of these licence conditions and the need to ensure full compliance with them.

³ Or at the Stadium or accessible electronically.

6. Unless otherwise agreed with the Responsible Authorities:
 - 6.1 The DPS (or his Nominated Deputy) will ensure that a copy of any Initial Assessment is sent to the Responsible Authorities for their consideration. Wembley Management will use reasonable endeavours to reach agreement with those Responsible Authority Contacts concerning any particular issues (if any) concerning the promotion of the licensing objectives, at the proposed Event.
 - 6.2 At least one Personal Licence Holder shall be present throughout the Event;
 - 6.3 No drinks shall be served in glass containers at any time.
7. Wembley Management (including the Personal Licence Holders and any third-party event operators) shall use reasonable endeavours to ensure that any agreed measures (relating to public order, safety and the prevention of nuisance and harm to children) pursuant to the Final Risk Assessment are implemented.
8. A Briefing Document shall be prepared for use at the event, encapsulating salient operational details and measures detailed in these conditions and general licensing law, for reference of operational staff and the Responsible Authority officers.
9. Wembley Management shall use its reasonable endeavours to consider the provisions of and/or to follow the recommendations in the publications set out in this condition, so far as it is reasonably practicable and appropriate to do so:
 - i. The Purple Guide to Health, Safety and Welfare at Music and Other Events; Managing Crowds Safely.
 - ii. Risk assessment: A brief guide to controlling risks in the workplace (2014 and Case Studies on Risk Management);
 - iii. The Association of British Theatre Technicians, The Chartered Institute of Environmental Health, The District Surveyors Association and The Institute of Licensing's "Technical Standards for Places of Entertainment" (2015) ISBN 1904031838;
 - iv. Crowded Places Guidance June 2017; and
 - v. The recommendations made in The Baroness Casey Review of December 2021.
10. Without limiting the above, the following additional conditions will apply:
 - 10.1 Specific consideration shall be given by the DPS and/or his Deputy, in conjunction with the Stadium's Safety Team, as any planned use of the Premises for licensable activities and if to be used, any specific measures (to promote the four Licensing Objectives) to be implemented.
 - 10.2 The Premises shall:
 - 10.2.1 Only be accessed by those who have a ticket to the Stadium Event;
 - 10.2.2 be operated in accordance with the policies and procedures relating to the internal areas of the Stadium (in so far as they are appropriate for the external Premises);

10.2.3 Close, at the latest 30 minutes before the expected start time for the Stadium Event (with alcohol sales ceasing at least 1 hour prior to that start time); and

10.2.4 Not re-open following the conclusion of the Stadium Event.

11. No licensable activities shall take place at the Premises unless the following specific conditions are met:
- 11.1 Sufficient proposed operational details shall be provided by the DPS or his Nominated Deputy, to the DPS and Stadium Safety Officer of Wembley National Stadium to enable the latter to carry out an Informed Risk Assessment and any other event planning measures consistent with the GSC/SSC, in order to determine whether or not the Premises should be used on that day for licensable activities, and
 - 11.2 Where through the aforementioned Risk Assessment/event planning measures, the Stadium's DPS or Stadium Safety Officer (or wider Wembley Management) stipulate operational conditions relating to licensable activities to be conducted in the Premises, those stipulated conditions are adhered to as conditions of this Licence;

and
 - 11.3 They are only conducted in the licensed area (as shown on the licensing plan submitted with the application) which must be demarcated by a suitable boundary fence/barrier that is not less than 1.8 metres in height.
12. No licensable activities shall take place at the Premises where the Stadium Event has been categorised (through the operation of the GSC) as an 'Event of National Significance'⁴ and the MPS has notified Wembley National Stadium's Safety Officer and the DPS/Wembley Management of the Premises, that the Premises shall not be used for licensable activities on that Stadium Event Day.
13. For the avoidance of any doubt, there will be no breach of these conditions where the Premises Licence Holder; its DPS and/or Wembley Management have complied with the conditions of this licence through compliance with Wembley Stadium's Premises Licence Conditions and/or its wider General Safety Certificate (or Special Safety Certificate) conditions.
14. On any day that this Premises Licence is operated, Wembley Stadium Management (acting by its DPS or otherwise) must display the Summary Licence in a prominent position near to the entrance(s) to the Premises and provide clear signage providing contact details of the DPS (or their Nominated Deputy) and information confirming in whose custody the full Premises Licence is located.

Definitions:

For the purposes of these conditions, the following words and phrases will have the following

⁴ i.e. categorisation is consistent with The Baroness Casey Review of December 2021 into events surrounding UEFA Euro 2020 Final at Wembley National Stadium and having been categorized with a risk category of 'C IR' (or equivalent).

meanings:

"The Premises" shall mean:

the area of land delineated in red on the plan lodged with the Premises Licence application, (currently) known as 'Arena Square, Wembley.'

"Bar" shall mean:

any temporary bar/kiosk/counter/area (fixed or mobile (including "hawkers") used in the Premises for the purpose of selling alcohol

"Event Particulars/Event Management Plan" shall mean:

The Event-specific planning and operational procedures (including Initial Risk assessment and/or Final Risk Assessment) relating to a forthcoming event involving licensable activities at the Premises.

"Initial Risk Assessment" shall mean:

The initial risk assessment carried out by Wembley Management in respect of planned operational issues (including those relating to the promotion of public safety and the prevention of crime and disorder; public nuisance and harm to children). The assessment shall be prepared (following receipt of the Necessary Information from any relevant third parties, as appropriate) and shall be submitted to the Licensing Authority; Police and Environmental Health Responsible Authority Contacts, unless otherwise agreed, at least 28 days before the particular Premises Event or Stadium Event Day, or immediately on receipt of the Necessary Information, whichever date is the later.

"Necessary Information" shall mean:

Such information as Wembley Management require from third parties in order to produce a meaningful Initial Assessment including information relating to likely timings for the event; the likely audience numbers; and profile; the positioning of any stage, and information relating to proposed temporary demountable structures (having taken into account the Institution of Structural Engineers Guidance on Temporary Demountable Structures (April 2007, or later versions, or similar industry Guidance)).

"Final Risk Assessment" shall mean:

The final Risk Assessment⁵ (incorporating final Event Particulars) to be submitted to the Licensing Authority and the Police at least 48 hours before an event (unless otherwise agreed).

"Wembley Management" shall mean:

those persons (including the Designated Premises Supervisor and his/her Nominated Deputy (and, on a Stadium Event Day, the Safety Officer) who hold roles at Wembley National Stadium/The FA whereby they are authorised to make management (and operational) decisions relevant to the operation of licensable activities at the Premises.

"Bar Supervisor" shall mean:

A person(s) who has responsibility for directly supervising the Bar Staff operating a Bar.

"Bar Staff" shall mean

Persons operating the Bars, involved in the sale or supply of beverages.

"Door Supervisor" shall mean

A person (licensed by the Security Industry Authority), employed to regulate entry to and egress

⁵ The Final Risk Assessment may form part of the Final Risk Assessments completed under the Licence Conditions and/or GSC (SSC) relating to Wembley Stadium i.e. it does not have to be a stand-alone assessment.

to/from the Premises.

“Stadium Event”⁶ shall mean any day on which an Event will be taking place in Wembley National Stadium, where the Event will fall within the operation of its General Safety Certificate ('GSC') or within a Special Safety Certificate (SSC) and at which the Stadium's 'Bowl' (or any part thereof) is in use.

⁶ This ties in with the definition of an 'Event' set out in the Stadium's Premises Licence