

From: Ewen Macgregor
Sent: Monday, October 21, 2024 12:03 PM
To: Sue Dowling
Cc: Matthew Phipps
Subject: WEMBLEY NATIONAL STADIUM LIMITED - ARENA SQUARE WEMBLEY HA9 0AA
APPLICATION FOR PREMISES LICENCE

Dear Sue

Matthew is currently on holiday and he has asked me to respond to you following your recent discussions with him in connection with the above application and the concerns that our client has raised.

The conditions anticipate the provision of a notice window of 14 days to the various responsible authorities to highlight that the application that the licence will be in operation for an event. Obviously we don't act for the responsible authorities but I'm bound to say that seems quite a tight timetable. We raise it because the same notification will be provided to the DPS at my client's premises, the OVO Arena, at the same time.

You will understand that activities at our client's premises are planned months, many months, in advance of the activities taking place and 14 days appears to me to be quite difficult if finesse and amendments to my client's operations are necessitated by Arena Square activities.

You mentioned that this application is for football only events and activities, will likely have been planned significantly in advance of the 14 day window proposed, by your clients. I don't think however it's conditioned accordingly.

We would invite you to consider that a no less than 28 day timetable would be more appropriate. One might also reflect that a quarterly communication to identify forthcoming events, as likely anticipated rather than necessarily confirmed would assist the promotion of the licensing objectives all round.

At paragraph 2 of the conditions the notification is summarised as including the nature of the planned event, the anticipated activities and the anticipated capacities. And "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." This, respectfully seems somewhat opaque. Please could you develop and highlight the sort of matters that you had in mind? Will this as an example include specific risk assessments about the supporters that have been chosen to occupy this space, any history of animosity between the opposing supporters, etc.

Whilst we note that the notification will invite the recipients to feedback, at paragraph 2.2 there doesn't appear any condition imposed upon the licence as to how that information will be received and/or acted upon? This appears to us to be necessary.

We also note that the specific event management plan will be provided to the responsible authorities no less than 5 days prior to the event. As above it seems a very tight timetable. However, what doesn't seem to be provided, at all, in paragraph 3 is these risk assessments being provided to my clients. Certainly, as articulated in your conditions, the police categorisation and any specific intelligence to the stadium event would appear appropriate to share.

Whilst we note that you are to give special consideration to any feedback received, (although helpful to understand what special consideration actually means) there doesn't appear any opportunity for my clients to provide any formal feedback commentary etc.

In terms of event specific conditions, set out in paragraph 4 we note that there is to be CCTV and incident logs and a secure lockable drugs box (4.2-4.5).

We however would have anticipated that conditions such as:

- One set of supporters only
- Door security
- Moveable furniture
- Age restrictions
- Queuing restrictions
- Congregation restrictions
- Dispersal and queuing policies

would likely have been articulated within this section.

Details of how queuing patrons will be managed have not yet been provided.

Additionally limited details are provided as to how the SIA security will provide crime and disorder cover at the venue. No risk assessment has been submitted with the application and it is unclear from the information submitted what assessment criteria are being considered.

Important that we additionally highlight that the queuing and management both ingress and egress of customers at the arena is obviously a significant feature of operations on Arena event days. Much of this activity is conducted immediately outside the premises and, albeit accept that absence sight of the plans, this may not be the concern it currently appears, the proximity of the activities being conducted in Arena Square immediately adjacent to the Arena itself and/or its customers is a point that merits further consideration and, perhaps appropriate conditions.

We also note that there is no reference within these conditions to counter terrorism, or similar concerns. These as you will likely be aware are a significant concern on event days such as these and are matters often raised by the Metropolitan Police.

Condition 4.6 highlights that there's to be a risk assessment undertaken. It's not our understanding that any draft risk assessment has been provided as part of this application nor indeed in the dialogue that's been undertaken thus far. A recent objection lodged by your clients to a not dissimilar licensing application, albeit of significantly smaller scale, referenced an expectation that there would be "a proactive approach to mitigating security risks, including a detailed stewarding plan, queue management and implementing suitable search procedures." The representation went on "in common with other local venues it would be appropriate to close the "uncovered area" on the plan on event days.

Whilst we are grateful for the articulation of that which the initial and subsequently the final risk assessment will address, as to configuration of the demise, the use and/or operation of hawkers, the hours of trading, the anticipated risk levels, the points of access and egress, the numbers of stewards and other security staff on duty, the methodology to monitor capacity, the search policy and procedure to be deployed, all of this will, as the conditions are currently configured, be unknown to my client, and will I presume, only be made available to RAs, within the context of these conditions "no less than 5 days prior to the event."

At condition 5 we note that regulated entertainment may not be operated by your clients but by third parties. Am I right to presume that the sale of alcohol, security search and capacity and other associated issues with large scale outdoor events such as these premises propose, will be conducted by your clients or will third parties be engaged in the delivery of these other activities?

At condition 6 reference is made to the responsible authorities being in receipt of the initial risk assessment. The timetable for the provision of that material appears opaque, are we right to presume a 5-day deadline is the only condition element here.

We also note that whilst you will use reasonable endeavours to reach agreement with the responsible authorities there's no actual provision for anything occurring in the event of disagreement?

Likewise at paragraph 7 whilst reasonable endeavours are proposed there's no process nor obligation to address any disagreements.

We note at paragraph 9 reference to a variety of good practice, albeit caveated that the recommendations will only be followed where it is reasonably practical and appropriate so to do. Presumably therefore there are circumstances in which your clients would not consider it necessary to follow these highlighted guidance reports and recommendations?

Insofar as condition 10.1 is concerned I'm bound to accept that I do not really understand that condition and would welcome an explanation.

10.2.2 articulates that these premises will operate in accordance with the stadium internal policies and procedures, helpful, please to better understand what those might be.

Whilst we entirely appreciate the logic set out in condition 11.1 and 11.2, insofar as details being provided to Wembley National Stadium, we would invite you to consider that it's perfectly legitimate for the same courtesy to be extended to our client's premises, being one of if not the nearest significant neighbour to the proposed application site.

Condition 11.3 references the licensing plans submitted with the application. Very helpful if you could please forward those across.

Condition 13, respectfully, does not appear to be a condition that is appropriate to attach to a premises licence. It appears to seek to exonerate breaches of a premises licence if another premises licence condition or indeed the wider safety certificate has been satisfied. No doubt this is a matter that will be raised by the responsible authorities and/or the licensing authority but hopefully helpful to have it highlighted here.

Condition 14 is noted but is of course covered by the legislation in any event.

In the definitions section we note that stadium event is defined as an event where activities are taking place in the Wembley National Stadium. It doesn't appear limited to sporting activities but I think in our discussions you mentioned that the activities proposed here would not apply on concert or similar activity days, as touched on above.

Any proposed development and licensable activities in close proximity to the OVO Arena should be thoroughly examined to ensure there are no adverse effects which could affect the Arena and its operations and full compliance with the four licensing objectives.

I appreciate that as you mentioned and I think your licensing notice says as much, this licence application is, at least in significant part, merely a device so as to avoid the administrative headache created by the temporary transfer of the premises licence to those wishing to undertake activities in the Arena Square as currently permitted. However as you will appreciate this is a new application and with all new applications there is an opportunity to consider the implications and to collectively ensure that the licensing arrangements are appropriate, suitable and of course reasonable, in all circumstances.

You mentioned that the Licence merely replicates that which has been ongoing for the last few years. And that operations for the last few years have been perfectly satisfactory. Whilst this is mostly the case, operations for all but the last year were when Quintain also owned the building and before they gave the stadium the right to use Arena Square on their event days. This is a clear change point.

John does agree, as per your comments to me about feedback at the earlier meeting, that your client's currently work well across and with the Arena, Stadium and Quintain, but I understand he also said that we need some clarity now on precisely when the Arena events could take precedence (if at all) on Stadium event days. We've never had Quintain (or the stadium) tell us we can't use Arena Square in our usual way for event ingress. This appears likely or at least possible, as a further change, especially important considering the changes in ownership of the Arena and Quintain's agreement with the stadium.

I understand John gave one example when the Stadium brought up a photo of a Championship play off final fanzone on Arena Square. John mentioned that that couldn't happen if he had a show ingress happening (or alternatively the show itself couldn't happen). Tom Legg from the stadium said in that

case they'd have to do the fanzone somewhere else, but at the moment there's nothing in writing that confirms that, this will likely need to be a condition.

The relationship between John, Tom at the stadium and Steve Daniels at Quintain is I'm told very good, but John's main point is that we need issues like this conditioned in writing, so that the Licensing Objectives are protected and promoted, bearing in mind the risks of conflict arising.

The overarching concern that we have around this application is that a lot is opaque, and or based on trust. The suggestion, wrong in fact, that John had been told about the submission of the application, illustrative of issues likely best being confirmed in writing. Conditions should, to our mind be clear, precise and concise and in regard to the interrelationship between the arena and the Arena Square activities, more seems able to be done here to deliver to those three considerations. Hopefully this fairly articulates our clients concerns and provides you with a sufficient understanding of those concerns to revert with some proposals.

We look forward to hearing from you.

With best wishes

Ewen Macgregor
Partner
For TLT LLP