

Public Document Pack



LICENSING SUB-COMMITTEE

Wednesday, 8 May 2019 at 9.30 am
Council Chamber, Civic Centre, Silver Street,
Enfield, EN1 3XA

Contact: Jane Creer
Committee Secretary
Direct : 020-8379-4093
Tel: 020-8379-1000
Ext: 4093
E-mail: jane.creer@enfield.gov.uk
Council website: www.enfield.gov.uk

Councillors : George Savva MBE (Chair), Derek Levy and Chris Dey

AGENDA – PART 1 – SUPPLEMENT – Update Submission – Revised list of conditions (7.5.19)

4. **BROADWICK VENUES LTD, MERIDIAN WATER, UNIT 4-6B ORBITAL BUSINESS PARK, & LAND TO THE SOUTH OF UNITS 4-6B, ORBITAL BUSINESS PARK, 5 ARGON ROAD, EDMONTON, N18 3BW (REPORT NO. 227) - TO COMMENCE AT 11:00 (Pages 1 - 14)**

Application for a new Premises Licence.

This page is intentionally left blank

**FIELD DAY FESTIVAL, MERIDIAN WATER, 5 ARGON ROAD, EDMONTON,
LONDON N18 3BW**

LONDON BOROUGH OF ENFIELD LICENSING SUB-COMMITTEE

HEARING 8TH MAY 2019

**FURTHER SUBMISSIONS OF BROADWICK VENUES LIMITED
REGARDING THE POSITIONS OF THE SAFETY ADVISORY GROUP
AND THE STATUTORY AUTHORITIES**

1. Following the submissions of Broadwick Venues Limited (“the applicant”) dated 30th April 2019, further discussions have taken place between the applicant and responsible authorities.
2. This has resulted in a further revised list of conditions attached hereto.
3. The current situation regarding the statutory authorities is as follows:
 - a. It is believed that the Safety Advisory Group is content with the revised list of conditions.
 - b. It is believed that the London Fire Brigade is content with the revised list of conditions.
 - c. It is believed that the London Borough of Haringey is content with the revised list of conditions.
4. Agreement has not yet been reached with the Metropolitan Police based on the further revised list.

Principal issue

5. It is believed that the principal issue remaining is the wording of the condition to ensure that for 2020 and beyond, a major event at Tottenham Hotspur’s stadium does not clash with a major event at Meridian Water.
6. The positions of the applicant and the statutory authorities are as follows:

The applicant

7. The applicant has agreed this condition with the SAG and the London Borough of Haringey.

The Premises Licence Holder will give the responsible authorities, Haringey Council and Tottenham Hotspur FC eleven months notice of the proposed date for Field Day for 2020 onwards to ensure that there is no clash with a major event at THFC Grounds. It will then liaise with the responsible authorities, Haringey Council and Tottenham Hotspur before confirming the date of the Festival. The licensing authority may veto the said date, such veto not to be unreasonably exercised.

8. What will happen in practice is that the applicant will liaise with THFC and statutory authorities before proposing the date. This kind of sensible liaison happens in cities all across the country, between stadia, concert venues, festival sites etc. Indeed, the applicant is ready to discuss and agree dates for 2020 and 2021 already.
9. There does appear to be some issue, in that THFC have not yet conceded any weekend in the 2020 football close season when Field Day may actually take place. However, THFC's planning permission permits them just 6 music concerts in total per annum, some of which may be midweek. Furthermore, they do not yet have a commercial agreement with any party, or even heads of terms for dates in 2020. Therefore, provided sensible discussion occurs, it ought be straightforward to find a date for Field Day suitable to both parties and the authorities.
10. Can THFC purport to block out the entire summer, so preventing Field Day having any date? Respectfully, the Licensing Act 2003 is not a method by which one party should be given preference over another party. Further, the London Borough of Enfield is no less entitled to permit major musical events to be staged than the London Borough of Haringey. All that is required to resolve the matter of dates is for THFC to concede that it cannot block out the entire close season, and that Field Day can operate on one weekend.
11. It is hoped and expected that THFC will wish to take a reasonable approach. Of course, in discussions, they are entitled to explain which six dates they want for their

major events. But what they cannot reasonably do is to prevent Field Day having even one weekend.

12. The condition suggested by the applicant ensures that Field Day and THFC are on an equal footing when it comes to a discussion, and will sort out the matter of dates in a co-operative and responsible manner. The applicant is willing to pick its weekend a full one year ahead. That ought to be sufficient for THFC to plan its six events without the need to shut out the ability of the applicant to plan its Field Day festival altogether.

13. Co-operation between major venues is routine. To take just one example, here is how Haringey Council's licensing officer Ms Barrett answered when she was asked by Haringey's Licensing Sub-committee about events clashing with the Wireless Festival at Finsbury Park:

The Committee asked the licensing officer about how to avoid events at Finsbury Park clashing with other nearby events, and it was reported that the Council liaised with its counterparts in Islington and Hackney to co-ordinate event bookings and had a commitment to avoid clashes. It was noted that due to the football season, dates for concerts, etc, at the Emirates Stadium were very limited, and were known about well in advance.¹

14. Here, the applicant goes much further, and has proposed a condition to prevent clashes. So as to place final control in the hands of the licensing authority, a veto has also been suggested.

15. It is submitted that the proposed condition is a sensible resolution to ensure that there is no clash between the applicant and THFC.

The SAG

16. The SAG is content with the wording of the condition.

¹ <https://www.minutes.haringey.gov.uk/mgAi.aspx?ID=35918>

London Borough of Haringey

17. The London Borough of Haringey suggested amendments to the condition, in particular to ensure that it is consulted alongside responsible authorities and THFC. Of course, the applicant was pleased to amend the condition accordingly. The condition as drafted is precisely as the London Borough of Haringey suggested.

The Metropolitan Police

18. The position of the Police is that they do not object to a premises licence being granted to enable the Field Day event to take place on 7-9 June 2019 *“on the basis that there will be no major events taking place at TH Stadium.”*
19. This causes some difficulty to the applicant.
20. Field Day is planned to occur in 4 weeks’ time. THFC have no events planned for those dates. And yet, the Police appear to be saying that should THFC at the last minute decide to have an event, Field Day must be cancelled This is unrealistic.
21. Further, the Police have not explained why Field Day must be subject to whatever THFC decide to do, whenever they decide to do it. Therefore the caveat proposed by the Police should not be accepted.
22. As for 2020 onwards, the Police position is, with respect, even more difficult to understand. On 3rd May 2019, they filed submissions stating they require a written agreement between THFC and the applicant, signed prior to the determination of this application, that ensures there is no risk of a clash of events in the future.
23. Clearly, there was no prospect of any such agreement being signed in the one working day remaining before this hearing. Furthermore, if THFC refuse to sign such an agreement, the Police position is that the application should be refused. If that line is followed, by dint of not signing an agreement, THFC would be able to shut out Field Day entirely. That would be unfair.
24. The Police’s further position is that the licence should be granted such for 2019 and the applicant could then apply separately for a licence for events in 2020 and beyond. This too is unrealistic. The applicant would need to apply for the new licence

immediately, and so this issue would simply be postponed by 6-8 weeks. It would also incur unnecessary costs to all parties.

25. Why do the Police oppose the condition proposed by the applicant? Because they say they are not satisfied that the proposed veto is legally permissible, even if it is placed in the hands of the licensing authority itself. Again, it must be said, this is without substance.
26. First, the idea that the applicant, which is a large, experienced, promoter of festivals would seek to legally challenge a condition which the applicant itself had proposed is unrealistic. In any event, such a challenge would receive short shrift from the courts.
27. Second, for any event, the applicant would need to submit a traffic management plan. If there is already an event taking place in the area, disgorging through the same transport hubs, then of course, the applicant's traffic management plan would have to take account of it. At present, a traffic management plan could not and would not suggest that two major events disgorge through Tottenham Hale station simultaneously. Therefore, the veto is very much a backstop should the applicant suggest a date which is already booked by Tottenham Hotspur.
28. Third, the Licensing Act 2003 provides a wide discretion to impose conditions. It does not prevent a condition by which the event can only proceed with the approval of an authority, including the licensing authority itself. There are literally scores of examples. Here are just a few:

- a. The premises licence for the British Summertime Festival at Hyde Park² contains the following condition:

Unless otherwise agreed by the Police, alcohol will not be sold on more than 20 days in any calendar year. For each of the 20 days the Responsible Authorities must be given a minimum of 28 days notice and the Metropolitan Police will have the right to veto the sale of alcohol at events provided they give notice of their veto no later than 7 days after being notified.

² https://idoxpa.westminster.gov.uk/online-applications/files/41408A6DFD54A2E8F2510A3FDC7DF32C/pdf/18_11180_LIPN-LICENCE-5856488.pdf

b. The Metropolitan Police itself has argued successfully for vetoes around the Emirates stadium on many premises licence applications for off-licences whereby alcohol cannot be sold before a match if the Police consider that the sale of alcohol needs to be restricted.³

c. Westminster's Model Condition⁴ regarding police veto states:

(vi) On the day of the relevant designated sporting event, upon the direction of a police officer, using the grounds of the prevention of crime and disorder or public safety, the premises will immediately cease to sell alcohol until further directed by the police or until the relevant designated sporting event has finished.

d. The licence for the Reading Festival⁵ states:

The Premises Licence Holder shall prepare an Event Management Plan for each year's event, setting out how the event will be managed and the precautions which have been taken to cater for all reasonably foreseeable contingencies, and which will demonstrate the procedures, roles and specific responsibilities of his management team, security and associated personnel. The finalised version of such a plan must be submitted to and approved by the Licensing Authority not later than 7 days prior to commencement of the event.

e. Similarly, the licence for the Leeds Festival⁶ requires:

The Event Management Plan and any revisions to the Event Management Plan must be approved by the Licensing Authority prior to the Festival

³ See e.g. <https://democracy.islington.gov.uk/mgAi.aspx?ID=2722>

⁴

[file:///C:/Users/pk/Downloads/model_conditions_numerical_list_august_2015_as_published%20\(2\).pdf](file:///C:/Users/pk/Downloads/model_conditions_numerical_list_august_2015_as_published%20(2).pdf)

⁵

<https://www.whatdotheyknow.com/request/355194/response/860264/attach/html/3/Reading%20Festival%20Premises%20Licence.pdf.html>

⁶ <https://democracy.leeds.gov.uk/documents/s70086/leeds%20festival%20licence%202012%20part%20a%20-%20appendix%201.pdf>

- f. The licence for the Wireless Festival at Finsbury Park contains a number of “consent” conditions, including that the event cannot commence at all without the consent of Haringey’s licensing officer:

27. The event shall not commence until all the Council's requirements contained in this licence in respect of the event have been carried out to Haringey's licensing officer's (or their delegate) reasonable satisfaction.

29. The Police case that the proposed veto is ineffective is unsupported by any legal authority or by the Licensing Act 2003 itself. Vetoes and consents are a standard tool used in large event planning to ensure that the licensing objectives are promoted. The form of wording proposed by the applicant, which places control in the hands of the licensing authority, accords with common practice in the field.

30. For completeness, it should be mentioned that the applicant has adopted a CCTV condition (15k) as requested by the Police. The Police also wish Field Day to be restricted to a two day event and for the Drumsheds capacity to be restricted to a figure below their assessed safe capacity. These points will be addressed orally at the hearing.

CONCLUSION

31. There is nothing whatsoever wrong, whether legally or practically, with condition 2 agreed between the applicant, the SAG and London Borough of Haringey. The licensing sub-committee is invited to adopt it, together with the other conditions attached to these submissions.

PHILIP KOLVIN QC
7th May 2019

Cornerstone Barristers
London WC1

Conditions - Festival Licence

**Meridian Water, Units 4, 5, 6, 6a&b, Orbital Business Park,
5 Argon Road, Edmonton, London, N18 3BW**

And

**Land to the south of Units 4, 5, 6, 6a&b, Orbital Business Park
5 Argon Road, Edmonton, London, N18 3BW**

1. The licence will permit the use for the Field Day Festival each year, with a capacity of 22,661 persons including staff, security and performers.
2. The Premises Licence Holder will give the responsible authorities and Tottenham Hotspur FC eleven months notice of the proposed date for Field Day for 2020 onwards. It will then liaise with the responsible authorities and Tottenham Hotspur before confirming the date of the Festival. [The licensing authority may veto the said date, such veto not to be unreasonably exercised.]
3. Having regard to the current edition of the Purple Guide to Health, Safety and Welfare at Music and Other Events, the premises licence holder shall submit a completed Event Management Plan, bespoke to the event, to the Licensing Authority and the Responsible Authorities for consultation purposes.

The Event Management plan must include but is not limited to the following;

- a. A detailed layout plan showing positions of temporary structures such as stages, bars, food concessions, temporary toilet blocks and other infrastructure for the event Risk Assessment(s);
- b. A comprehensive traffic management plan (TMP), including full details of ingress and egress management, parking restrictions and enforcement, taxi pick up and drop off positions.
- c. Security/Crowd Management Plan;
- d. Noise Management Plan;
- e. Medical Plan
- f. Alcohol and Drugs Policy
- g. Youth and Vulnerable Persons Policy which will include:
- h. Customer intoxication through drink and or drugs;

- i. Ejection of vulnerable persons;
 - j. Refusal of entry to vulnerable persons;
 - k. The use of advertising materials directing customers who feel vulnerable to a member of staff.
 - l. Emergency plan;
 - m. An assessment of capacity.
 - n. An ingress and egress plan which must in particular contain provision to avoid festival-goers passing through residential streets in Haringey, including the Hale Village area.
 - o. A cleansing plan.
 - p. Any other associated/relevant documentation.
4. Requirements within the Event Management Plan (including all documentation produced in accordance with condition 3 above) will form additional conditions on this premises licence which will be observed and complied with at all times the licence is in force.
5. All documentation, monitoring procedures, registers and records required by the conditions of this licence must be kept for one year and be made available at the premises upon request by any of the Responsible Authorities.
6. All staff will be given training in relation to the Licensing Act 2003 and the following specific areas: Licensing Act 2003 objectives and awareness, management systems and processes to enforce the premises licence conditions, Challenge 25 and the responsible retail of alcohol, warning and eviction (guidelines and procedures), conflict management and maintaining all required records and registers.
7. Clearly legible signage shall be prominently displayed where it can easily be seen and read by customers at all exits / entrances at the premises requesting that customers leave the premises in a quiet and orderly manner with respect for local residents.
8. A register will be maintained at the main entrance to the premises showing the names, addresses and up to date contact details including mobile phone contact numbers for the Licensee and other members of the management team who are on duty.

9. No alcohol will be brought in to the premises by any customers at any time.
10. There will be an appropriate provision of security and stewards based on a risk assessment which will be formulated following consultation with the responsible authorities.
11. SIA security staff and/or stewards shall be briefed to monitor and remind patrons where necessary to leave the site quietly.
12. The incident and event log shall be kept on the premises and completed on each occasion an incident or event as listed in a-g below occurs:
 - (a) All crimes reported to the site;
 - (b) All ejections of patrons;
 - (c) Any complaints received;
 - (d) Any incidents of disorder;
 - (e) Any faults in the CCTV system;
 - (f) Any visit by a relevant authority or emergency service;
 - (g) Any other incident or event that impacts upon the promotion of the Licensing Objectives within the Licensing Act 2003.
13. The incident book / incident recording system shall record the time, date, location and description of each incident, the printed and signed name of the person reporting the incident and any action taken in respect of the incident.
14. A record shall be kept of all staff authorised to sell alcohol; this staff record is to contain their full name.
15. A digital CCTV system must be installed in the premises complying with the following criteria:
 - a) Cameras must be sited to observe the entry gates and exit doors both inside and outside, the alcohol displays and floor areas.
 - b) Cameras on the entrances must be capable of capturing full frame shots of the heads and shoulders of all people entering the premises i.e. for identification.

- c) Cameras must:
 - (i) be capable of visually confirming the nature of the crime committed;
 - (ii) provide a linked record of the date, time and place of any image;
 - (iii) provide good quality colour images during opening times;
 - (iv) operate under existing light levels within and outside the premises.
 - d) The recording device must be located in a secure area or locked cabinet.
 - e) The system must have a monitor to review images and recorded picture quality.
 - f) The system must be regularly maintained to ensure continuous quality of image capture and retention.
 - g) There must be signage displayed in the customer area to advise that CCTV is in operation.
 - h) Digital images must be kept for 31 days.
 - i) Police will have access to images at any reasonable time.
 - j) The equipment must have a suitable export method, e.g. CD/DVD writer so that the police can make an evidential copy of the data they require. This data should be in the native file format, to ensure that no image quality is lost when making the copy. If this format is non-standard (i.e. manufacturer proprietary) then the manufacturer should supply the replay software to ensure that the video on the CD can be replayed by the police or authorised officer of the Council on a standard computer. Copies must be made available to the Police or an authorised officer of the Council on request.
 - k) A responsible and identified individual must be at the premises while licensable activities are taking place who is able to operate the CCTV system, and playback and download footage immediately upon the request of police and authorised officers of the Council.
16. A last entry policy will be in place stopping guests from entering the site past 20:00.
17. The sale of alcohol will cease 30 minutes prior to the end of regulated entertainment.
18. A personal licence holder shall be present on the premises and supervise the sale of alcohol, throughout the permitted hours for the sale of alcohol.
19. There must be a Traffic Order in place which will detail the required restrictions and timings for the closure of Watermead Way for the egress of the event. This must be agreed by MPS, LB Haringey, London Borough of Enfield, TFL (as traffic authority and for Underground and Buses) and GTR.

20. Sufficient barriers must be provided in order to facilitate a safe queuing environment and deliver patrons to the stations at a rate that the stations can deal with.
21. The full cost of the TMP, including the TMO, staffing and barrier costs shall be met by the organiser/promoter.
22. Implementation, management and enforcement of the TMP and TMO must be by adequately trained stewards.
23. In the event of an emergency, music will cease and safety announcements will be relayed to attendees to a suitable non-powered back-up system will be in place
24. A telephone number and/or email address should be made available on relevant websites for any noise complaints. Any noise complaints should be logged and investigated with records of the details available to view by the Local Authority. Should any noise complaints be received, and if noise levels are above those specified in the licence conditions, action should be taken to reduce the levels at the noise source.
25. Signs shall be prominently displayed on the exit doors advising customers that the premises are in a Public Space Protection Order Area (or similar) and that alcohol should not be taken off the premises and consumed in the street. These notices shall be positioned at eye level and in a location where they can be read by those leaving the premises.
26. Any amplified sound arising from the Drumsheds and the Field shall not exceed 75dB $L_{Aeq\ 15\ min}$ and 90dB $L_{Ceq\ 15\ min}$ measured 1 metre from the boundary of any residential property between the hours of 09:00 – 23:00 and shall not exceed 45dB $L_{Aeq\ 15\ min}$ and 65dB $L_{Ceq\ 15\ min}$ measured 1 metre from the boundary of any residential property between the hours of 23:00 – 09:00.
27. Sufficient and appropriately briefed and trained staff must be deployed to manage queues at all transport hubs significantly affected by the event. The locations and timings of these deployments shall be formulated in consultation with the responsible authorities.

28. Information provided to residents and businesses 2 weeks prior to the event must include a synopsis of information about the event including dates and times based upon the Premises Licence conditions. Information shall include how it is intended residents will be protected from excessive noise and details of a dedicated and live complaints telephone line, relevant traffic management information that could affect business, road closure etc. The Haringey Licensing team will provide/agree a list of roads within a reasonable distance from the event space specifying the required distribution list.
29. A draft of the letter to residents and businesses must be provided to the licensing authority no later than 4 weeks prior to the event unless such shorter period is agreed.
30. A Challenge 25 scheme shall be maintained at the premises requiring that staff selling alcohol request that any customer who looks under 25 years old, and who is attempting to purchase alcohol, provides valid photographic identification proving that the customer is at least 18 years old.
31. Clearly legible signs shall be prominently displayed to the effect that a challenge 25 policy is in operation at the premises, that customers may be asked to provide proof of age and stating what the acceptable forms of proof of age are.
32. A record of refused sales shall be kept on the premises and completed when necessary.
33. All training relating to the sale of alcohol and the times and conditions of the premises licence shall be documented and records kept at the premises

This page is intentionally left blank