

## Licensing Sub-Committee 29 June 2015 – Update to Report LR451

### Report of the Head of Environmental Health and Licensing

26 June 2015

This note updates report LR451. The Police have indicated that they consider the hearing to be unlawful and that they intend to appeal against the Sub-Committee's decision if the hearing goes ahead. This is on the basis that in an exchange of emails, a set of conditions proposed by the Police (which expanded on the matters set out in the Operating Schedule within the application) were agreed by the applicant, Mr Roger Walker, on behalf of Graze Festival Limited. The Police's view is that in the light of that agreement by the applicant, the Police's representation is withdrawn, and therefore there is no basis for a hearing to take place – the licence should be granted with all of the "agreed" conditions being included.

PC Brian Swallow, acting for Hampshire Constabulary, had correspondence with Mr Walker on 26 May regarding the conditions that he wanted added to the licence, if it were to be granted. The correspondence was as follows:

- PC Swallow sent an email to Mr Walker in which he proposed various conditions, and indicated that if adopted would mean that he would be '*minded to*' withdraw the representation.
- Mr Walker responded stating that he was working on their EMP and that the EMP would '*include all your suggestions*'.
- PC Swallow responded saying that his proposed conditions must be in the actual premises licence and not the EMP:-

*"The below conditions are exact wordings that would appear directly upon the premises licence and not in the EMP. They would become conditions that the premise licence holder has to abide by. Failure to do so is a breach of the licensing act and each breach is punishable by up to an unlimited fine or 6 months imprisonment.*

*These are not just proposals that you try to achieve during the event.*

*I just want to make sure that you are aware of that. If you can confirm that, then we can proceed"*

- Response from Mr Walker:-  
*"Thank you for clarifying this. I can confirm that we understand that the points you detail below must form part of our revised Licence Application and that we have a legal obligation to adhere to these conditions".*

PC Swallow has taken this response to be a confirmation of agreement to the conditions, and on 27 May sent an email to the Licensing Team stating that conditions had been agreed:-

- 27th May (07:08) Email PC Swallow to Licensing –

*“With regards to the premises Licence application for the Graze Festival, following consultation with the applicant conditions have been agreed.*

*Should the licence be granted can the below conditions in bold black type be included upon the premises licence. If this is agreed, the police would be in a position to withdraw the representation previously submitted.”*

- 27th May (08:28) Email Licensing to PC Swallow:-

*“Thanks you for confirming that you and the applicant have reached an agreement on the proposed conditions. I shall make a note of this and, if the licence is granted, I shall ensure that the conditions listed in bold black type are included on the licence.”*

- 1st June (09:32) Email Licensing to PC Swallow:-

*“Can I just check that the conditions you have listed have been agreed with Roger Walker. If so, please can you confirm whether you still wish to submit a representation against the Graze Festival application.”*

- 3rd June (08:15) Email PC Swallow to Licensing:-

*“If you agree to the conditions being added to the licence , then I would withdraw my rep. They have all been agreed. I forwarded an email with the acceptance on a continuity email.”*

The Police take the view that as the conditions had been agreed by the applicant, their representation was deemed to have been withdrawn

The Licensing Team then sought to make contact with the applicant to confirm that the conditions had been agreed.

Mr Walker contacted the Licensing Team on 12 June, stating that he was willing to accept some of the conditions but not all and provided a list highlighting the conditions Graze were not willing to accept and stated the reasons why. This document was sent to PC Swallow, who responded stating that all conditions had been agreed and, if the licence was granted, then the representation would be withdrawn.

From Mr Walker’s response it is clear that the applicant is not at this time in agreement with the conditions proposed by the Police.

The Force Solicitor has written to the Head of Legal and Democratic Services, stating that if the conditions proposed by the Police were accepted by both the Council and the applicant on or before 27 May, the email from PC Swallow had the effect of withdrawing the representations made. That being the case, there is no representation for the Sub-Committee to be considered by the Licensing Authority. Further, the Police consider that as the correspondence from the applicant [indicating a dispute on the conditions] was received after the period for representations had closed, the applicant has changed its mind out of time.

As there is a dispute between the applicant and the Police, it is proposed that the hearing does proceed, to consider initially the points raised by the Police as to the purported withdrawal of their representation, and (subject to the decision on that) to determine the application and the conditions to be imposed if it is granted.

The Police will not be in attendance at the hearing, for the reasons set out above.

Set out below are the conditions that have been agreed between the applicant and Hampshire Constabulary (and Environmental Health), together with the conditions that have not been accepted by the applicant.

## **AGREED CONDITIONS**

### **LICENSING OBJECTIVES – GRAZE FESTIVAL**

#### **Event Management Plan**

- A1. The Premises Licence Holder shall submit an initial Event Management Plan to the Licensing Authority at least 60 days in advance of the event. A final Event Management Plan shall be submitted to the Licensing Authority at least 28 days in advance of the event. No changes to this EMP can be made without the written authorisation of the licensing authority

#### **Site Plan**

- A2. The Premises Licence Holder shall submit a site plan to Ordnance Survey standard (or similar) to the satisfaction of the Licensing Authority, at least 28 days in advance of the event.

### **CRIME AND DISORDER**

- CD1. All staff shall be issued with a wristband identifying them as staff working at the event

- CD2. The Premises Licence Holder shall maintain a register giving details of each and every person employed in the role of a security and shall provide upon request by any Police Officer or Council Officer, the following details:-
- a. The licence number, name, date of birth and residential address of that person;
  - b. The time at which he/she commenced that period of duty
  - c. The time at which he/she finished the period of duty
  - d. Any times during the period of duty when he/she was not on duty;
  - e. If that person is not an employee of the licence holder, the name of the person by whom that person is employed or through whom the services of that person were engaged;
  - f. The register shall be made available to Police or the Licensing Authority on request
  - g. This register shall be in paper or digital format.
- CD3. Any person employed by the Licence Holder carrying out security/ marshalling/stewarding activities shall wear a high visibility tabard/jacket clearly marked with their role on the back.
- CD4. Every entry/exit point to the venue shall be manned by an appropriately accredited SIA person.
- CD5. All accredited security persons shall be linked via radio.
- CD6. The Premises Licence Holder shall ensure that any person appearing to be under the influence of illegal drugs shall be refused entry.
- CD7. Customers shall not be permitted to bring their own alcohol onto the site.
- CD8. No glass containers or bottles shall be allowed inside the event site, Bottle banks shall be located at the event site entrances to facilitate disposal.
- CD9. Upon request by a responsible authority the holder of the premises licence or an agent on behalf of and under the authority of the licence holder shall provide precise information regarding the number of people present on the site at the given time during which licensable activities are taking place.

CD10. There shall be a facility on site to deal with persons taken unwell or injured during the course of the event. This facility shall be open at all times that the site is open to members of the public.

CD11. The medical facility shall have access to a radio connecting to the site control.

CD12. There shall be a written drugs policy in place for the event. This policy shall be agreed between the licence holder and the Police in writing and this policy shall be implemented whilst licensable activity is taking place.

CD13. There shall be a written ejection policy in place for the event. This policy shall be agreed between the licence holder and the Police in writing and this policy shall be implemented whilst licensable activity is taking place.

CD14. A fire risk assessment shall be performed prior to the event. A copy shall be made available to the Police and relevant licensing authorities on request.

CD15. Heras fencing shall be erected around buildings and areas that cause a safety risk. A plan of the fencing must be submitted in the final EMP.

CD16. No fireworks/pyrotechnics shall be used at the event.

## PUBLIC SAFETY

PS1. The Premises Licence Holder shall not permit the following, without prior agreement of the Licensing Authority at least 28 days before the event, in which case additional details may be required:

- (ii) Animals on the licensed site, other than guide dogs, helper dogs and dogs from Enforcement Agencies

PS2. The Premises Licence Holder shall not permit the following:

- (i) Tattooing or other invasive skin piercing
- (ii) Any activity which involves members of the public inhaling gases or using herbal highs.

## PUBLIC NUISANCE

PN1. The Premises Licence Holder shall submit a Noise Management Plan to the satisfaction of the Licensing Authority at least 28 days before the event. This shall include the arrangements in accordance with conditions PN2 and PN3 below.

PN2. The Premises Licence Holder will ensure that a nominated person carries out periodic checks at nearest residential properties to ensure that noise levels are kept within reasonable limits and do not cause undue disturbance to neighbours. Such checks must be recorded.

PN3. The Premises Licence Holder shall provide public information for local residents to include details of the opening times of the event, time that music will cease, road closure arrangements that may affect local residents and details of a dedicated telephone hotline number which residents can call in case of complaint.

### PROTECTION OF CHILDREN

CP1. There shall be a Child Welfare Area within the licensable area (adjacent to the Event Control Centre) dedicated to dealing with child welfare and vulnerable adults. Persons staffing these areas shall be DBS checked. These checks and qualifications shall be documented and provided to Police on request.

CP2. There shall be no less than two staff working in the Child Welfare Area when dealing with children. No person shall be left alone with a child / children at any time.

CP3. There shall be a written policy in place stating how the event management shall deal with lost children and vulnerable adults.

CP4. Wristbands enabling children to have parents contact details written on them shall be offered to children attending the event.

### DISPUTED CONDITIONS

#### LICENSING OBJECTIVES – GRAZE FESTIVAL

#### CRIME AND DISORDER

**REMOVED** - The Premises Licence Holder shall ensure that bag searches are carried out as customers enter the event

We believe searching every visitor's bag as they enter the event (as this condition suggests) would not be appropriate for a festival aimed at families. Security Personnel will be situated at each entrance to the event and will have the discretion to search bags as they feel necessary (our Ticket Conditions state that we reserve the right to search bags on an ad hoc basis)

**REMOVED** - The Premises Licence Holder shall ensure that customers are allowed to bring their own bottles of water so long as they are sealed and unopened.

We do not believe our family visitor profile will include those wishing to 'smuggle' alcohol, disguised as water, in to the event and that this is therefore an unnecessary condition.

CD14 **REMOVED** - The licence holder shall comply with the most recent event management plan for the event. The Police shall have access to the most recent event management plan on request. Any breach of the event management plan shall be seen as a breach of the premises licence.

We repeat our note on A2 above and believe that this would make the EMP a complete set of licensing conditions, something which would not be appropriate and would complicate the clear and simple list of objectives laid out in this list. We understand that other local festivals, which are much larger and more music-focussed, are not required to include their entire EMP as a set of licensing objectives.

CD15 **REMOVED** - No animals other than guide / assistance dogs shall be allowed on the site

This is covered in PS1 below

CD18 **REMOVED** - A final event management plan (EMP) shall be submitted no later than 28 days prior to the event. This plan will include: venue and site design, traffic management, noise management, site safety, crowd management, emergency procedures, medical provisions, security etc.

This is a duplication of A1 above

CD19 **REMOVED** - No changes to this EMP can be made without the written authorisation of the licensing authority responsible for the area.

This is a duplication of A1 above

### PROTECTION OF CHILDREN

CP3 **REMOVED** - Staff working in this area will have access to a radio connecting with Event Control.

This will not be necessary as the Child Welfare Area will be within the Event Control building.