

Enquiries to: Information Team
Our Ref: FOI554689



**Liverpool
City Council**

request-430299-ec073180@whatdotheyknow.com

Dear Mr Barry,

Freedom of Information Request 554689

Thank you for your recent request received 12th September 2017. Your request was actioned under the Freedom of Information Act 2000 in which you requested the following information –

“Please furnish with me the report and the total cost of the investigation and report conducted by The Event Safety Shop Ltd., into the Hope & Glory Festival, which according to Cabinet member Cllr. Frank Hont is now complete. If this report isn't complete then the quote of the cost from The Event Safety Shop Ltd., to complete the investigation and report.”

Response:

Liverpool City Council confirms that it does not hold this information nor is there an operational or legislative requirement for us to do so.

Response:

Liverpool City Council confirms that it holds information relevant to the terms of your request, our responses being that the Independent Investigation report on this matter as produced by The Event Safety Shop is already in the public domain and may be accessed via the following weblink –

https://licensing.liverpool.gov.uk/PAforLalpacLIVE/1/LicensingActPremises/Search/3496/Detail?LIC_ID=23111

We have also appended a copy of the report to this response for your reference.

With regard to the remaining elements of your request, please be advised that we are still in discussions with the external third party as to the costs of undertaking the Independent Inquiry and producing the report, however it is anticipated that the investigation and report should cost no more than £5,000.

This concludes our response.

In accordance with the application of Section 12 of the Freedom of Information Act 2000 we have not provided all of the information requested. As such we are required to serve you with a Section 17 Notice which this letter is to be regarded as.

The City Council will consider appeals, referrals or complaints in respect of your Freedom of Information Act 2000 and you must submit these in writing to Informationrequests@liverpool.gov.uk within 28 days of receiving your response.

The matter will be dealt with by an officer who was not previously involved with the response and we will look to provide a response within 40 days.

Liverpool City Council Information Team
Cunard Building, Water Street, Liverpool, L3 1DS
E: informationrequests@liverpool.gov.uk

If you remain dissatisfied, you may also apply to the Information Commissioner for a decision about whether the request for information has been dealt with in accordance with the Freedom of Information Act 2000.

The Information Commissioner's website is www.ico.gov.uk and the postal address and telephone numbers are:-

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK95AF. Fax number 01625 524 510, DX 20819, Telephone 01625 545745. Email – mail@ico.gsi.gov.uk (they advise that their email is not secure)

I trust this information satisfies your enquiry.

Yours sincerely

A Lewis

Angela Lewis
Information Team

Enc



**REPORT REGARDING
HOPE AND GLORY
FESTIVAL
LIVERPOOL, AUGUST
2017**

PREPARED BY:
Charles Hewett and Tim Roberts

October 2017

The Event Safety Shop Ltd
59 Prince Street
Bristol. BS1 4QH

1. EXECUTIVE SUMMARY

The Hope and Glory Festival, held in the St George's Quarter on the weekend of 5/6th August 2017, was intended to be a concert and family event for 12,500 attendees. Numerous issues arose on Saturday, necessitating substantive intervention by LCC and others, who should be commended for their actions.

Organisers, tinyCOW cancelled the second day at short notice, following the effective collapse of their operational management team. Attendees described disorganised and dangerous conditions, and the event attracted widespread and negative publicity to the city.

On the basis of the information provided, our opinion is that the event was poorly planned and suffered from failures of management and operational control. Serious risks to public safety resulted. Whilst cancellation of the Sunday event was no doubt a disappointment to many, it was an appropriate course of action.

People attending large-scale events have a right to expect they have been planned and produced by a competent Organiser. We conclude that the discomfort, confusion, anger and disappointment caused to ticket-holders at the Hope and Glory festival, were a direct result of the organiser's planning and operational failures.

We also conclude that opportunities were missed by the Council's Safety Advisory Group and the associated Joint Agency Group to identify, shortcomings in advance.

The legal duty to produce a safe event remains that of the Organiser. However, Liverpool City Council should review the functioning of the Safety Advisory and Joint Agency Groups along with premises-licence and land-use agreements for large events, to ensure that sufficient time and resources are available to effectively scrutinise complex event plans.

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2. INSTRUCTIONS

The Mayor of Liverpool has commissioned this review of the Hope and Glory Festival to examine the circumstances that led to the operational failure, and eventual cancellation of the event. In particular the following aspects are to be considered:

- *The circumstances of the event build week, and event delivery on both show days.*
- *The Liverpool City Council (LCC) process for engagement of tinyCOW (CEO Lee O'Hanlon) as the event organiser.*
- *The planning stages of the event, including the thoroughness of the Event Management Plan (EMP) and the scrutiny provided by the Joint Agency and Safety Advisory Groups.*

3. AIM

To reach objective findings where clear evidence exists, and to offer opinion (where this can be corroborated by statements, or other evidence) regarding the role of LCC and other agencies in their oversight of the failed Hope and Glory event.

It is recognised that people may hope for answers to refund, payment or other queries relating to the festival, but The Event Safety Shop has not been asked to consider these issues and nor would we be an appropriate organisation to carry out such an investigation.

4. METHODOLOGY AND DOCUMENTS

The Event Safety Shop Ltd had no direct involvement with the event, and this report has been produced solely on the basis of documentation supplied to us, and interviews conducted with a number of stakeholders. Information has been drawn from:

- Documents relating to the event presented by tinyCOW.
- Event planning documents, such as the Event Management Plan (EMP).
- Minutes from Joint Agency Group (JAG), and Safety Advisory Group (SAG) meetings.
- Interviews with participants from the organisations involved.
- Written de-brief documents submitted by key participants and organisations.
- Answers to written questions
- Reports and still photographs from various sources, including several members of the public who have independently submitted material.
- Social media statements, and comments from many of the participants, and members of the public.

A full list of interviews and information sources is included in Appendix 1.

The course of events (as established from the material reviewed) from each phase will be described, and then a number of questions arising shall be posed.

Conclusions and our own opinion shall follow each section. These will be highlighted in different colour to clearly differentiate opinion from reported events.

5. INITIAL APPLICATION

In mid 2015 the Head Of Creative Development at Culture Liverpool (CL), was asked to investigate sourcing independent music event providers to produce events in the city. That concept is proven across many cities in the UK, and against a background of declining budgets for councils is a sound strategy, given that the event organisers accept all the financial risk. It is noteworthy that several independent events have successfully taken place in Liverpool in the recent past.

In 2015 discussions were held with the management of Echo and The Bunnymen, to produce a stand-alone show (with support acts), on a single stage in the City Centre. Lee O'Hanlon (LOH) had been proposed as the Production Manager for the event.

The initial concept failed to come to fruition, but in mid-2016 LOH and Tiny Cow, submitted a pitch document for a similarly scoped music event.

The St George's Quarter (SGQ) area was seen a potential site, although the precise layout was still indistinct. SGQ had successfully hosted large events on the plaza in front of the St Georges Hall main entrance area in the past.

CL recommended LOH's prospective bid to SGQCIC (Community Interest Committee).

In December 2106 LOH presents to the SGQCIC - and the concept is approved.

Questions and our opinion

1. Was sufficient scrutiny undertaken at the time of the initial application?

The LCC event strategy seeks to maximise utility of public spaces and to act as a host for events of all types for cultural, economic and social benefit of the city.

It would be improper (and illegal) to bar certain categories of people from making applications, and therefore there is no formal process whereby applicants are 'screened'.

It is reasonable for those receiving initial application for an event of this sort to have confidence that the emerging detail of plans will be subject to scrutiny through an established process of scrutiny by LCC, emergency service and other stake-holders.

The Licensing Act 2003 provides for objections (or ‘representations’) against an application on various grounds. However, it is important to recognise that Mr O’Hanlon was NOT applying for a Licence under the Act. A Licence to hold regulated entertainment for the St Georges Quarter was already in place – and along with every other potential user of the space, his application sought to operate under this existing arrangement. During the initial process, all respondents have commented that O’Hanlon appeared to be knowledgeable and credible, providing information and answers to questions put by relevant agencies.

The authors have been asked in emails from the public why no ‘background checks’ were made of LOH or of tinyCOW; claiming that a Google search would have revealed may have revealed a somewhat chequered history. We do not concur with this opinion. A check on membership of professional bodies or trade associations (for example the Concert Promoters Association, National Outdoor Events Association, Production Services Association), would be appropriate – but not on the basis of unsubstantiated reports found online.

The minutes of the JAG held on 30th January demonstrate a considerable degree of detailed examination and discussion between responsible authorities and tinyCOW representatives. There is no indication of anything out of the ordinary and such a meeting would normally give a justifiable degree of confidence in the Organiser’s proposals.

It is therefore our conclusion that whilst there was no substantive failure at this early point of the application process. It is reasonable for stakeholders to simply consider the ‘evidence’ provided at the JAG, rather than undertake extensive background checks.

2. Should the City have a more robust, and formalised system for assessing the suitability, capacity and track-record of independent event organisers?

Yes. More substantial checks at the initial application stage would be an effective means of assessing applications before they become too advanced. Particularly events beyond a certain size or risk-profile. Many local authorities implement such a system.

6. EVENT CONSTRUCTION AND DELIVERY

The build week appears to have proceeded reasonably well. Respondents stated that there were significant distractions, notably towards the end of the process.

There had been on-going discussions regarding the use of the Liverpool Museum steps.

Lee O’Hanlon appears to have been very keen to have them within the event footprint (though note that they were not included on the Event Management Plan Site Plan – see Appendix 4), possibly encouraged by the steps use the previous weekend in the Pride event.

LOH is alleged to have repeatedly threatened to cancel the event (in writing on one occasion) if the Museum steps were not made available. After meetings facilitated by the SGH LLC Manager, and City Asset Manager with the Museum that issue appeared to be resolved (the steps did **not** form part of the event site).

By Friday the site should have been in a state of near completion, but this was not the case. This was further compounded by, LOH having arranged for a ‘secret gig’ in St George’s Hall on Friday night. The site crew were used at short notice to move stage-pit barrier and pedestrian barrier into the hall.

Due to confusion over the requirements of the main stage PA (which had been sub-contracted out at short notice), site crew were seconded to assist with unloading and installation effectively lost a day from their site build plan.

Respondents stated that regular site and production meetings were not held. It would be normal practice to have at least one daily meeting of department heads to identify specific tasks for the coming day, priorities or changes to the printed schedule.

Additionally, some respondents have reported that LOH appeared focused more on facilities for the artists, to the exclusion of issues on the main site.

Timeline of important incidents (all timings are approximate)

Saturday 5th August

08.00 – Zoe Rubert (ZR) is on site, in her role as St George’s Hall LCC Liaison manager – note at this stage, she has no operational role in the event.

09.15 – Ann-Marie Moran (AMM) from LCC Licensing visited for the first of two planned inspections. As expected, the site appeared to be in the late stages of build.

11.15 – Licensing meet with Richard Agar (RA) and request sign-offs for stage, structures etc. They are not yet available.

ZR has noted:

- No signage erected
- Some debris on the ground (probably from damaged improvised curb protection)
- Empty equipment stillages being moved around site by plant

ZR and AMM meet to discuss concerns of the readiness of the site to open (a 'soft' opening has been planned for 11.30).

ZR visits Event Control (EC), and notes a high degree of activity, with a lack of separation between the EC and Artist Liaison areas. ZR requests a radio.

AMM requests that ZR pursues the sign-offs from RA.

12.00 – LOH is pressuring RA to get the site ready to open over the radio.

RA is informed by ZR that the sign-offs must be submitted before opening.

LOH starts to become irate and swears repeatedly at RA over the radio net.

12.00 – ZR calls Angie Redhead, LCC City Asset Manager (AR), to express concern over the management of the event, and the apparent absence of an operations manager.

12.20 – LOH declares that the site will open in 5 minutes irrespective of sign-offs and Safety Managers approval. There is no evidence that a "Safety Event Checklist" (Event Management Plan Appendix R) was ever completed, or indeed that any strategic review of site conditions were carried out prior to opening.

12.20 – 12.35 - Communication between RA/ZR, and Chris Sargent (CS), the Site Manager regarding the readiness to open.

12.40 – ZR receives sign-offs verbally from RA.

The site opens at sometime between 12.30 and 12.40

The final vehicle plant movements are finishing as the first public enter site.

12.45 – AR arrives on site. After discussions, AR suggests that ZR steps in an operational role to assist with site issues. LOH agrees and welcomes the help.

13.00 – 16.00 – The site is open, but struggles to contend with a number of issues, including at the entrance, where there is confusion over wristbands, and the search regime, contributing to significant queues. Additionally there are some complaints over the length of queues at the bars, toilets, and the late running of the main stage acts. Note that there is still no signage on site.

16.15 – Reports to EC of crowd congestion at the entrance to St John Gardens. ZR and security meet and agree a simple plan involving barrier and staff to implement a two-way flow through the 3 metre gap.

Police arrive on site – as a consequence of a 999 call describing 'crowd crushing', the Duty Force Officer arrives on site with all other available officers. By this time the

congestion has eased. Note that LOH had also asked a PCSO to call 999, stating that 'he had lost control'.

Police close the site as a precaution while an assessment is made.

A meeting is held on the Museum steps with the senior police officer, LOH, ZR, RA and Security lead Paul Mansi – it is agreed to suspend all walk-up ticket sales. LOH insists that the problem is the lack of 'bridge' (actually the scaffold steps structure on the site plan), which had not been installed.

AR returns to site, meets with Police – confirms that they are content with the existing event operations.

Entrance re-opened and Police leave site.

17.00 – LOH dismisses RA over the radio – RA attempts to remain on site to assist on the main stage. He eventually is ejected by LOH at 18.30.

ZR calls AMM to check if having a Safety Manager is a Licence condition.

LOH states that he is now the Safety Manager.

18.00 – LCC team and security now 'fire-fighting' multiple issues on site – bar overcrowding/generator failures/fence jumpers, and on-going concerns about the congestion at the SJG gate.

18.10 – LCC team call urgent meeting with LOH regarding operational management of the site. LOH appears to breakdown emotionally and leaves the meeting. He is not contactable either by radio or mobile phone.

All respondents present on site concur that LOH is not seen again until after the site is closed. LCC staff effectively take over full operational management of the event.

LCC team and Security formulate a plan to enable to event to remain open in safety. (1 bar is temporarily shut)

An important consideration is what effect a cancellation would have on the approx. 6.5k people inside – many of whom are agitated and not well-disposed towards the organisers.

19.00-23.00 – The new management team led by LCC staff deals dynamically with various issues – including staffing the Emergency Exit by the stage - and with assistance from the Traffic Management consultant (Simon Gilford), and the Police, co-ordinate some short-term road stops during the egress.

23.30 – Hot de-brief held, and measures required for opening on Sunday discussed. Note that all sub-contractors are content to be employed by LCC on day 2, in order for the event to continue.

Note here that LCC approached RA to return to site in a management role for Sunday. Other site staff, specifically Chris Sargent, worked overnight to ensure that an improved queue lane system was in place for Sunday opening.

Sunday 6th August

02.00 – Security manager states that LOH returned to site at 02.00 and spoke with technicians from the headline act who were setting up in readiness for the Sunday show. LOH indicated that the event would be cancelled and dismissed them.

05.00 - Social media post from Hope and Glory account stating “No festival today”

09.30 – Unaware of the developments in the early morning, JAG meeting on site – The new LCC management team had managed to organise remedial site works and re-organised/re-briefed all the event functions in order to operate safely on Sunday with a reduced capacity of 8000.

A decision is taken to formally cancel once the overnight activities are discovered.

Questions and our opinion

1. Was the site ready to open?

No. Important elements, such as wayfinding and exit signage were not installed, nor was the pedestrian bridge between William Brown St and St John’s Gardens constructed – but the absence of this critical feature does not appear to have been noted by anyone prior to opening. Staff do not appear to have been properly briefed or prepared.

2. Did site meet the undertakings given in the EMP when it opened?

No

3. Were there effective measures in place to monitor the capacity of the site?

No. Reports from respondents and members of the public suggest that ticket checks and searches were cursory. Some respondents state they were given incorrect wristbands allowing access to the full weekend, even though they only had day tickets. Others state that their tickets were not torn on entry and could be re-used

4. Were there grounds for cancelling the event, either before opening, or after the temporary closure on Saturday afternoon?

With hindsight it is easy to argue for earlier cancellation. However, at the time it is much

more difficult to judge. Once temporary measures had been implemented to recover the situation at the Gardens entrance, the event achieved a degree of stasis (if not comfort or customer satisfaction). This would have to be balanced against the inevitable risks of cancelling and then seeking to remove an agitated crowd from the site.

The event was only able to continue on Saturday after 18.30 due to the collective efforts of LCC staff who had volunteered to assist and site contractors, notably Security, Medical, Site and Traffic Management - they should all be commended for their efforts.

5. Were the incidents of over-crowding or pedestrian congestion?

Yes, although it is important to note that over-crowding may occur in localised areas of an event site rather than as a result of general over-population. So, it is possible to have over-crowding even though the number of people present is below the Licensed or 'safe' capacity. This is why good site planning is so important. The site clearly failed at well below the agreed maximum capacity. Had 12,500 attended the event, the results would have been significantly worse and the risk level unacceptable.

The pictures below show the route from William Brown Street into St John's Gardens



6. Was there a significant risk to public safety?

Our conclusion is, yes. Whilst – none of the staff interviewed thought that to be the case, members of the public who have supplied accounts and photographs were clearly caught in an area of localised high density and extreme congestion. Such conditions are uncomfortable and scary. Even in relatively small areas of contraflow, there is a potential of injury to members of the crowd, particularly if someone were to trip or fall. Once caught in a dense static crowd, it is often impossible to see how far you are from the edge, or how long the congestion will last. The effects may be very localised, but the pressure and sense of threat can be very distressing.

Comments received include:

"I climbed on a bin and over a wall to get in and out of Embraces set because the

bottleneck at the toilet/bar/archway was petrifying.” [C.S.]

“...we had no option but to leave the festival after only a short time. It felt completely unsafe.” [D.D.]

“People could have been hurt .. very seriously. There was a complete disregard for safety from the beginning of the event.” [KB]

“As a regular gig and festival goer I was shocked and horrified by the situation I encountered...” [DB]

It is recognised that such statements have not been obtained under oath or subject to critical examination. However, the unbidden nature of the accounts and the sheer number presented mean they cannot be discounted as unrepresentative of the general public experience.

7. Was it appropriate to cancel the Sunday event?

Yes. We believe that cancellation was justified on the basis of maintaining public safety. It is possible that an operational team could have been assembled comprising LCC and other staff to operate the site safely. However this would have necessitated substantial action to address the inherent failings of the site layout. Concerns about the integrity of the ticketing arrangements added to concerns.

The actions of Mr O’Hanlon early on Sunday morning, dismissing the headline act and announcing that the event had been cancelled, render this a moot point. It appears that the LCC team working to save the second day were unaware of these developments until at least 09.30 hrs.

7. THE PROCESS OF EVENT SCRUTINY

Attention is turned to the process of scrutiny adopted by LCC and other stakeholders in assessing the Hope and Glory event as it progressed from initial plan through to delivery. Central to this examination is the question of whether the eventual failure should have been identified during the planning process.

It is not within the scope of this report to provide extensive background on the provisions of the Licensing Act 2003 or the policy of LCC regarding culture and the arts. However, a degree of familiarity is required to understand the process of applying for and gaining permission to produce an event such as Hope and Glory on the streets of Liverpool.

The Licensing Act provides a mechanism whereby local government regulates a wide range of social and cultural activities; including the sale of alcohol, operating a cinema, nightclub or late night food sales. The performance of live and recorded music are also covered by the Act, so a music festival requires a Premises Licence.

Like many UK cities, Liverpool has granted on-going licensees *to itself* for the use of many

public spaces and parks, including the area surrounding St Georges Hall. A copy of the licence for the St Georges Quarter (SGQ), which includes William Brown Street, St Johns Gardens and the front of the building onto Lime Street, is included in Appendix 2.

The policy removes some of the hurdles for people wishing to produce cultural activity and makes the event market more accessible to all. However, there is still a process of scrutiny which is designed to ensure that any independent event organizer, operating under the LCC premises licence, meets the core objectives of the Licensing Act.

Liverpool City Council, has established a Safety Advisory Group to consider *inter alia* applications for events. The SAG is supported by a Joint Agency Group, which is also a meeting of representatives from key emergency service and other subject area specialists. Unlike the SAG, which is convened and chaired by LCC, the JAG is hosted by the event applicant themselves. The rationale being that the JAG has time and capacity to focus on the detail of specific projects, whilst the SAG is obliged to take a more strategic oversight, dealing with a large number of applications at each meeting. It appears that the SAG is largely guided by the discussions and collective opinion of the JAG.

Guidance for Safety Advisory Groups (SAG) was published by the Emergency Planning College in January 2015. Whilst every Local Authority is at liberty to constitute a SAG as they require, the guidance sets out a series of terms of reference for the effective safety management of licensable events, which includes:

- Advise the LA or event org in order to ensure high standards of health and safety
- Promote principles of 'sensible risk management and good practice in safety and welfare planning'
- Advise the LA/Ev Org in respect of the formulation of appropriate contingency and emergency arrangements

The operation of a SAG does not in any means diminish the responsibility of LCC to administer and regulate licensable activity. The SAG does not become a cabinet with collective responsibility. Instead its role is solely to advise:

“The SAG does not make any decisions on behalf of the local authority or other agencies as its role is advisory and as such it has no authority to either approve or ban events” [p17]

Whilst The Event Safety Shop has been provided with copies of the minutes of SAG meetings, no formal advice from the SAG has been seen – whether that advice is directed to the LCC Licensing Officer or to the applicant.

A review of the minutes appears to indicate that the SAG was a rubber-stamping exercise, where events had engaged with a JAG. The report from the JAG was taken as confirmation that the application had been assessed, scrutinised and met with the assent of subject matter experts and duty-holders.

No representation against the Hope and Glory event was made to the SAG or Licensing Officer, by any member of the public, local business or responsible authority. The supposition of the Licensing Act is that applications should be granted unless there are demonstrable and legitimate reasons to withhold permission.

The minutes of the SAG held on July 19th show the SAG discussed a wide range of forthcoming events, many of which were at least equal in scale to Hope and Glory. That item merits just five words in the minutes:

“Hope and Glory; no issues” [Minutes LCC SAG, July 19th 2017, p2]

Such brevity is not surprising, paragraph 3.7.2 of the guidance states:

“Of course, referring an event to a SAG does not necessarily imply lengthy discussions at meetings as there are ‘smarter’ ways of discharging the responsibilities..” [*ibid* p.18]

The Liverpool SAG chose a smarter method by expecting the JAG to carry out the detailed work. It would also be incorrect to assume that the words ‘no issues’ mean that the event is given the green light to proceed without any further review. Additional JAG meetings were scheduled right up to an on-site meeting on Friday 4th August.

The final hurdle for Hope and Glory to clear is in obtaining permission for use of land owned by LCC, in this instance the St Georges Quarter itself. The Land Use Agreement invokes different statutory duties to a Premises Licence and offers another opportunity for proposed activities to be scrutinized. The Land Use Agreement includes many clauses and requirements which may have revealed potential gaps in the event plan, however these did not appear an impediment.

The signed copy of the Land Use Agreement provided to TESS (Appendix 3) is dated 26th August 2017, i.e. some three weeks after the event. It is assumed this must be a typo

8. SAG AND JAG TIMELINE

A summary of meetings and key developments is provided below – drawn from the notes and documents of several respondents.

17 Oct 2016	Culture Liverpool advise that Hope and Glory is an event Liverpool are keen to support
1 Dec 2016	St George's Quarter meeting held where the planned Hope and Glory event had been presented to the Directors of St George's Quarter
15 Dec 2016	Joint Agency Group (JAG) meeting where the outline proposal for Hope and Glory is presented by Lee O'Hanlon
13 Jan 2017	JAG meeting where key dates for the proposed Hope and Glory festival are set
30 Jan 2017	JAG meeting where Hope and Glory festival is discussed in more detail Site capacity was discussed, and agreed at 12,500, with measures to be in place to disperse the crowd around the whole site. The meeting appears to deal with all concerns raised by traffic management, licencing, medical, egress points, parking, policing, and site cleansing as well as providing details of artistic elements of the festival. The next JAG was planned for 24 April
17 Feb 2017	Separate meeting between Traffic/Highways and Hope and Glory management to discuss Hope and Glory festival
27 Feb 2017	First public announcement and launch of Hope and Glory festival (at 18.00 hours)
28 Feb 2017	First full event management plan (EMP) issued for Hope and Glory
24 April 2017	Planned JAG delayed until May
16 May 2017	Planned JAG meeting. Delayed due to Lee O'Hanlon stating he had a serious family illness. Revised date set for 23 rd May Note: The appointed Production Manager and Health and Safety advisor for Hope and Glory, Neil Marcus , withdraws from the event.
22 May 2017	Manchester bombing. Lee O'Hanlon states he intends that all profits will now go to victim charities
22 May 2017	Lee O'Hanlon issues version 5 of the EMP
23 May 2017	Lee O'Hanlon delays scheduled JAG meeting by email
13 June 2017	Reissued EMP. Version 6
15 June 2017	The twice delayed JAG meeting held
21 June 2017	JAG meeting held. Plans of site issued Final JAG meeting planned for 6 th July
4 July 2017	Lee O'Hanlon cancels proposed JAG meeting, stating all parties see no need to host JAG. Subsequently another JAG meeting is proposed for onsite prior to event
4 August 2017	Onsite JAG only attended by LCC
16 August 2017	JAG debrief meeting. LOH does not attend

Questions and our opinion

1. Is the event application process clear?

The process could certainly benefit from simplification.

2. Was the event Premises Licence flawed?

No. The licence is perfectly proper and legally constituted.

However, the specific usage and layout of the Hope and Glory event should have attracted more stringent additional conditions – notably regarding capacity. The reduction in total number from 15,000 to 12,500 does not appear to have been based on sound analysis – or indeed any analysis.

Had 12,500 tickets been sold, public safety would have been severely challenged.

3. Is the SAG properly constituted?

This certainly appears to be the case, however no formal Terms of Reference have been reviewed by the authors.

4. Is the relationship between SAG and JAG clear?

In principal the relationship is simple; the JAG looks at detail and the SAG retains oversight. However, it is clear that the process has failed in this instance.

5. Did the SAG offer appropriate advice?

The 'A' in SAG is for Advisory, yet there is no evidence seen by the authors of the SAG offering any specific advice or critique. Once again it is likely that SAG members assumed all relevant examination and discussion had been undertaken by the event-specific JAG. Overall did the SAG/JAG process meet the EPC guidance document or the reasonable expectations of the people of Liverpool?

In our opinion, no. It is entirely appropriate for the SAG to take a 'lighter touch' to the licensing process [EPC guide p.19] as long as an appropriate level of scrutiny is exerted by other means.

If there is a specific failure, it is that of the JAG to have gone through the EMP and other documents in fine detail. Given the fact that multiple JAG's were cancelled (with none held between January 30th and June 15th) the opportunity for scrutiny and to ask detailed questions was much reduced. This period also saw the departure of Neil Marcus as the Production Manager and Safety Adviser, which should have been cause for concern.

It is understood that JAG members have a wide range of other duties, and the amount of time available to review each event application is necessarily limited. It is clear that no-one has critically appraised the calculations on p. 106 of the Hope and Glory EMP; but after the submission of seven versions of the lengthy document, is it at least understandable.

The process of appraisal requires time, knowledge and experience. It appears that at least one aspect was lacking.

Even after the cancellation, the debrief JAG minutes show that “All present agreed the event document was a good document.” [JAG minutes p.1]

9. THE EVENT MANAGEMENT PLAN

Probably the single most important document provided to both SAG and JAG is the Event Management Plan.

An Event Management Plan should contain all of the detailed information required for the successful execution of the event. A copy of which should be in the Event Control as a reference for the Event Management Team.

The final version (v.7) was released on 11th July and is a document running to 147 pages.

We make the following observations on the contents:

Management Structure - The EMP presents a management organogram and outlines duties for ‘event operations’, yet there is ambiguity in the precise roles and responsibilities;

Lee O’Hanlon is described as being jointly responsible for operations in the Introduction, but not in the Roles and Responsibilities paragraph.

Richard Agar is described as the Production and Safety Manager – but for an event of this scale these are two distinct roles which would usually performed by two people.

In many instances the role of the Safety Manager is to provide a critique of the Production Manager; to ensure that key aspects of staff and public safety are not subsumed under a burden of construction and production pressures.

A Site Production Manager is also described, but this post was only partially filled by a deputy to Mr Agar; who ultimately performed a role that would be better be described as site management.

The outcome was that the stated chain of command and allocation of roles outlined in the EMP failed to function effectively, with Mr O’Hanlon and Mr Agar either unable, or unwilling, to take a strategic overview of readiness to accommodate the public.

Event Control – the EMP describes a viable system for an effective Event Control. However, this assumes that the operational management structure is effective.

Site Capacity – At the very first JAG on 30th January the capacity of the existing St Georges Quarter premises was correctly given as 14,999. Mr O’Hanlon himself stated that he would not seek the maximum occupancy allowed under the licence, but would voluntarily limit it to 12,500.

LCC Licensing confirmed that a licence for 14,999 people already exists for St George’s Quarter. Lee O’Hanlon told the meeting that the maximum he would look at would be 12,500 to ensure that people’s HOPE & GLORY experience remained comfortable and not cramped given the infrastructure being brought in.

Minutes of JAG 30/1/2017 p.3

There is no explanation of how the 12,500 capacity is arrived at.

The SGQ premises licence includes the plaza to the east of St Georges Hall and Lime Street itself. Appendix 5 shows our calculations using a simple Google Earth Pro plot of the assumed overall area to which the SGQ license applies as 38,000m² (excluding the Hall itself).

Subsequent calculation of the *effective area* for Hope and Glory (taking account of the major elements of infrastructure) indicates in the region of 17,000m². Thus, a proportional adjustment to the existing licence capacity should have been in the region of half, rather than taking off 2,500. One respondent states:

“Neil Marcus has stated that the only way the site plans would operate effectively would be with the building of a bridge to allow access or egress into St John’s gardens.

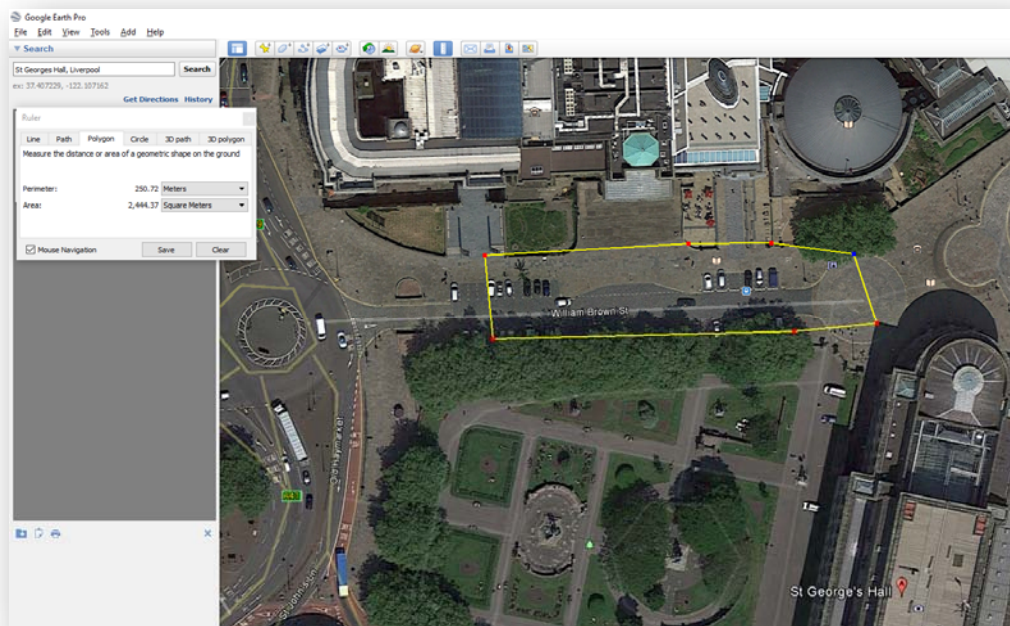
Neil Marcus calculated the capacity to be 7000 for site. Lee O’Hanlon did not pass this information on as event organiser to LCC.”

In our opinion the decision to proceed with an occupancy of 12,500 was deeply flawed.

The EMP provides no assessment of anticipated density in popular locations (such as in front of the main stage). Nor is there any indication of how crowd distribution will be monitored or managed. For a show of this nature, it would be prudent to expect that a significant proportion of ticket holders will seek to view the main stage headline show

. The graphic below is our own estimate of available space in front of the stage on William Brown St, based on the site plan submitted in the EMP (Appendix 4).

This indicates an area of approximately 2,500m².



If only 75% of the ticket holders actually sought to view the main attraction, this would result in 9,375 trying to gain access to William Brown Street (note: at the time of the show the trees would be in full canopy and a line of trader vehicles would severely restrict viewing from St Johns Gardens) 9,375 people in 2500m² gives an average density of 3.75 person per metre square.

National guidance (Purple Guide, drawn from HSG195 The Event Safety Guide) indicates 2 per square metre as a safe maximum average density.

Emergency Egress – Appendix N of the EMP provides Exit Calculations. The safe capacity of a premises is normally determined by considering both available space to accommodate the audience, and the available exit capacity for both normal and emergency modes (how many can you get out). As noted previously, such calculations should form a fundamental part of establishing the safe capacity of an event. Unfortunately the text of Appendix N is riddled with typo errors and half-sentences, and the exit calculation itself uses outdated methodology and is mathematically incorrect.

Evacuation Calculations

Total site capacity = 12,500.

The site is designed to be able to either move people away from a hazard or to evacuate the whole site is designed for a max capacity of 12,500 people the exit points are designed to allow people to clear the whole site within 4 mins.

Each exit point is a min of 3000mm, and there are a total of there would be a minimum of 24,000mm of exit width giving a total of 45.71 exit units, a 1 unit being = 525mm.

Thus allowing 4.571 people a minute to flow through, so in a 3 minute timeline 13,713 people could have passed out of the exits. So on these calculations the site could be cleared within 3 minutes if required.

The final conclusion that 4,571 can pass through the exit gates each minute, and therefore the site can be evacuated in 3 minutes, is a highly dangerous miscalculation.

The opening statement of the Appendix N is that "The site is designed to be able to either move people away from a hazard or to evacuate.." Yet, the Site Plan only identifies 'Evac points' to the south and west of St John's Gardens. None are marked in the area of peak demand i.e. in front of the main stage, and none appear accessible to wheelchair users.

The positioning of the main stage on William Brown Street is questionable, since it is effectively a dead-end without adequate circulation and exit capacity – especially for those on the Museum side of the stage.

Crowd flows around site – The EMP fails to identify any of the issues that may arise as crowds move around an open-air event site. No attempt is made to identify pinch points or potential constrictions – particularly in areas where convergent or cross-flow of pedestrian traffic might be expected. Even if such potential issues are not subject to modelling or analysis (which could be as simple as arrows on a plan to represent flow), it is reasonable to expect an organiser to analyse the site using simple modelling techniques such as DIM-ICE¹ or RAMP², or free software such as Google Earth. But there is no evidence of any systematic crowd safety approach.

The placement of main toilets block adjacent to the St John's Gardens entrance is an example of this oversight. Queueing for toilets at an event is commonplace. Thus, positioning the main toilets where queues would exacerbate congestion at the Gardens entrance should be an error easily foreseeable to an experienced event planner.

Section 7 of the EMP provides the events Crowd Management Plan, but offers no explanation of general layout decisions or how people will access and egress from the site. The Hope and Glory festival was due to be held just a couple of months after the Manchester Arena attack, and yet the final EMP dated 11th July makes no mention of how a search regime may impact on entry rates, or indeed how many lanes should be provided keep external queueing to an acceptable level.

Risk Assessments - Appendix A to the EMP is given as the Event Risk Assessments. These are not actually provided in Appendix A, but are 'appended separately'. TESS have not been provided with these assessments by tinyCOW despite repeated requests. Their absence is a concern.

¹ DIM-ICE prompts those responsible for crowd safety to consider Design, Information and Management resources during Ingress, Circulation and Egress. See: Introduction to Crowd Science by Prof. GK Still.

² RAMP is a similar mechanism addressing Routes, available Area, Movement (of people), and the profile of the People themselves.

Mersey Fire and Rescue Service confirm that a fire risk assessment in line with government guidance was presented and reviewed. TESS have not had an opportunity to view this document, and perhaps it overturns the problematic calculations in Appendix N of the final EMP – we can only comment on the documents we have been sent.

Site Plan - the final version of the site graphic lacks detail and is at variance from the eventual site build. A scaled site plan is an invaluable planning tool, and yet that submitted with the final EMP failed to identify fundamental risk areas or means to manage the public as they assemble, enter, circulate and depart.

Whilst some variation from a drawn plan is inevitable – the final build for Hope and Glory fell substantially short of that presented in the EMP. On page 4, the EMP states “In all cases significant changes will be recorded in the Event Log which is maintained as a record of activity throughout the operation of the site, including the build up and breakdown.” No event log recording and explaining such changes has been presented.

Production Schedule – lacked in detailed timings and tasks.

Contradiction – though not a critical function, the way the EMP treats the issue of lost children is an effective illustration of how the document (and the management plan it embodies) is confused:

On page 35 the EMP states “it is considered that a formal lost children’s point will not be required.”

Appendix O to the EMP then goes into detail over three pages regarding the Lost Children Area and the role of the “Lost Persons and Vulnerable adults’ Manager”

Unfortunately on the day of the event, neither of these statements was true: a lost person point *was* required and nothing outlined in Appendix O was provided. The Medical provider were asked to manage a facility in an improvised manner (that is not a usual practice), and eventually the LCC ad-hoc Operations Manager organised a solution.

SUMMARY

Our opinion is that the EMP was assembled, adapted and plagiarized from a range of other documents, offering extensive but ultimately worthless information about the process of declaring Major Incidents and the establishment of mortuary facilities – neither of which are the responsibility of the organiser.

Critical considerations of occupancy and exit capacity are glossed over with references to 12,500 under the ‘existing licence’ [page 5]. But there is more than a grain of truth in

Mr O'Hanlon's observation that the Safety Advisory Group effectively sanctioned it "in their agreement to the event at that capacity." [email 28/9/17]

No credible calculation is provided for effective event area or exit capacity. No reference is made to the challenge of people getting in - particularly in the light of enhanced security one may reasonable expect two months after the Manchester attack.

In our opinion the Event Management Plan was not fit for purpose.

In email discussion and written responses to questions LOH has stated that almost all these failings were the responsibility of Production Manager , Richard Agar. The authors are unable to comment on the degree of culpability of either individual, nor would it be useful to do so. What is clear is that as a *body corporate*, tinyCOW failed to deliver either a safe event or evidence to the authors that effective plans were in place.

10. SUMMARY OF CONCLUSIONS

We conclude that the decision to cancel the second day of the Hope and Glory festival was justified.

There were substantial failings in the submitted site layout, Event Management Plan and operational arrangements proposed by tinyCOW. It is demonstrable fact that the company were not, on this occasion, capable of delivering an event of this scale

The regulatory process failed to identify these shortfalls. The promise of the initial JAG meeting in January was not borne out. The ambiguity of roles and responsibility between SAG, JAG and Licensing presented an opportunity for all concerned to assume that 'someone else' was examining the documents in detail.

The workload of the SAG is immense, and it is entirely understandable that it cannot examine all the proposals brought before it in forensic detail, however the expectation that the JAG would somehow fill this gap was not met.

The process of major event application should be simplified, but at some point events of a certain size or risk profile really must be fully examined.

Holding large scale events of this type under the LCC licence exposes LCC to risk, as they may retain the obligations of the Licensee.

None of these observations removes or dilutes the primary responsibility of the Organiser to plan and deliver a safe event, and tinyCOW clearly fell short in this regard - leaving LCC officers and others to step in and run the event on Saturday night. How culpability may be attributed *within* the tinyCOW organisation is largely irrelevant.

The Hope and Glory festival was a public failure the city of Liverpool could do without. The saving grace is that no-one was injured or suffered significant loss. Hopefully the learning opportunities will be embraced by all.

Appendix 1. List of sources

Interviews with:

Paul Mansi – Paramount Security – Head of Security – personal interview, 21/8/17.

Phil Warren and Dr Josh Mashedor – Merseyside Medical Services – personal interviews, 22/8/17.

Alan Smith – LCC – SGH manager – personal interview and written notes, 22/8/17.

Zoe Rubert – LCC – SGH manager – personal interview, 22/8/17.

Angie Redhead – LCC City Assets Manager – personal interview, 22/8/17.

Richard Parkinson – LCC – Environmental Health (with city H&S compliance/enforcement) – personal interview, 22/8/17.

Anne-Marie Moran – LCC – Licensing – personal interview, 22/8/17.

Andy McNicholl - LCC – Culture Liverpool – personal interview, 21/8/17.

Richard Agar – Production/Safety Manager – personal interview, 23/8/17.

Insp Mike Barrett – Liverpool Police – Force Duty Officer, 5 August. Telephone interview, 23/8/17.

Robin Kemp – LCC – Head of Creative Development, Culture Liverpool – telephone interview 25/9/17.

Sue McPherson Merseyside Fire and Rescue – email response to questions

Chris Sargent – Assistant to Richard Agar – de-facto Site Manager – telephone interview 2/9/17.

Neil Marcus – Initial Production Manager – telephone interviews 17/8/17 and 4/9/17

Simon Gilford – TSMDS – Traffic Manager – personal interview 23/8/17.

Lee O’Hanlon – Tiny Cow – Event Manager – awaiting video interview – written questions sent 7/9/17.

Rob Casson, Skiddle Ticket Agency – failed to respond to requests for information

Documents:

tinyCOW Event Management Plan – v.7 – 11/7/17

Various written debriefs – Richard Agar/Angie Redhead/Merseyside Medical Services/Andy McNicholl/Alan Smith/Simon Gilford/Joint Agency Group.

Answers to written questions posed to Lee O’Hanlon –28/9/17

Minutes from SAG and JAG meetings (some provided by LCC, others by tinyCOW)

Email correspondence with members of the public (names withheld).

Photographs from various participants

Appendix 2. The St Georges Quarter Licence

Licensing Act 2003
Premises Licence

LA160060

LOCAL AUTHORITY



**Liverpool
City Council**

Liverpool City Council

Licensing & Public Protection
Cunard Buildings
Water Street
LIVERPOOL
Merseyside
L3 1AH

tel: 0151 233 3015

web: www.liverpool.gov.uk

Part 1 - Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDNANCE SURVEY MAP REFERENCE OR DESCRIPTION

St Georges Quarter

William Brown Street, Lime Street, St Jo, Liverpool, Merseyside, L1 1JJ.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- a performance of a play
- an exhibition of a film
- an indoor sporting event
- a performance of live music
- a performance of dance
- entertainment of a similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
A. Performance of a play (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
B. Exhibition of films (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
C. Indoor sporting event	Monday to Sunday	9:00am	11:00pm
E. Performance of live music (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
G. Performance of dance (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
H. Entertainment of a similar description to that falling within E, F, or G (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
M. The sale by retail of alcohol for consumption ON and OFF the premises	Monday to Sunday	9:00am	11:00pm



THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	9:00am	11:00pm

WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

- M. The sale by retail of alcohol for consumption ON and OFF the premises



Licensing Act 2003
Premises Licence

LA160060

Part 2

NAME, (REGISTERED) ADDRESS, TELEPHONE NUMBER AND EMAIL (WHERE RELEVANT) OF HOLDER OF PREMISES LICENCE

Liverpool City Council

Municipal Buildings, Dale Street, Liverpool, Merseyside, L2 2DH.

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

**NAME, ADDRESS AND TELEPHONE NUMBER OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE
AUTHORISES THE SUPPLY OF ALCOHOL**

DETAILS REDACTED

**PERSONAL LICENCE NUMBER AND ISSUING AUTHORITY OF PERSONAL LICENCE HELD BY DESIGNATED PREMISES SUPERVISOR
WHERE THE PREMISES LICENCE AUTHORISES FOR THE SUPPLY OF ALCOHOL**

Issued by



ANNEXES

Annex 1 - Mandatory conditions

Supply of alcohol.

1. No supply of alcohol may be made under the premises licence;
 - (a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
3. (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises-
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to-
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
4. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.



ANNEXES continued ...

5. (1) The premises licence holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either-

- (a) a holographic mark, or
- (b) an ultraviolet feature.

6. The responsible person must ensure that-

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures-

- (i) beer or cider: ½ pint;
- (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

7. Prohibition on Sale of Alcohol below Cost of Duty plus VAT

(1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

(2) For the purposes of the condition set out in paragraph (1) -

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) "permitted price" is the price found by applying the formula -

$$P = D + (D \times V)$$

Where -



Premises Licence

ANNEXES continued ...

- (i) P is the permitted price,
 - (ii) D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol
 - (c) “relevant person” means, in relation to premises in respect of which there is in force a premises licence -
 - (i) the holder of the premises licence,
 - (ii) the designated premises supervisor (if any) in respect of such a licence, or
 - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
 - (d) “relevant person” means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
 - (e) “valued added tax” means value added tax charged in accordance with the Value Added Tax Act 1994
- (3) Where the permitted price given by Paragraph (b) of paragraph (2) would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- (4) (a) Sub-paragraph (b) below applies where the permitted price given by Paragraph (b) of paragraph (2) on a day (“the first day”) would be different from the permitted price on the next day (“the second day”) as a result of a change to the rate of duty or value added tax.
- (b) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Exhibition of films.

1. Admission of children to the exhibition of any film is to be restricted in accordance with the recommendations made by the specified film classification body.
2. Where -
 - (a) the film classification body is not specified in the licence, or
 - (b) the relevant licensing authority has notified the holder of the licence that this subsection applies to the film in question,



ANNEXES continued ...

admission of children must be restricted in accordance with any recommendation made by that licensing authority.

3. In this section -

“children” means persons aged under 18; and

“film classification body” means the person or persons designated as the authority under section 4 of the Video Recordings Act 1984 (c.39) (authority to determine suitability of video works for classification).

Door supervision.

1. Any person(s) required to be on the premises to carry out a security activity must be authorised to carry out that activity by a licence granted under the Private Security Industry Act 2001 or be entitled to carry out that activity by virtue of Section 4 of that Act.

Annex 2 - Conditions consistent with the Operating Schedule

1. The premises capacity shall not exceed 14,999.
2. Before the commencement of any Licensable activity, a notification of the event will be made a minimum of 30 days before the event is due to take place. An Event Document will be produced and is the detailed plan produced under the principles set out in the Licensing Schedule. The premises licence is not effective until such times as specified in this document, and only within the area set out in the plan, as defined by the road closures.
3. An event document will be produced and circulated to all joint agencies.
4. The Safety Advisory Group will be informed of the event.
5. Prior to the event a site specific event risk assessment, event documents and site plans, and traffic management plans should outline how the four licensing objectives will be met.
6. To hold a joint agency meeting prior to the event, to hold a de-brief after the event.
7. For events between 500-5000 a minimum of 28 days notice to the Licensing Authority and Safety Advisory Group, 5,000 - 14,999 a minimum of 90 days notice of the Licensing Authority and Safety Advisory Group.
8. No Adult Entertainment.
9. The sale of alcohol will only be allowed if the area is used to stage regulated entertainment as specified.
10. Any outside bar will cease sales 30 minutes before the designated finish.



ANNEXES continued ...

11. Actual streets to be included and bar locations will be identified to Licensing Authority and Police no less than 30 days before the event commences.
12. Prohibition of sale of Alcohol in bottles or glass container by Licence Holder
13. A register of all stewards and security on duty must be kept on site.
14. SIA security staff and management systems in place.
15. A public campaign to promote the no glass bottles message.
16. Security Management system to be used at perimeter of the site to encourage the safe disposal of glass bottles and containers and provision of suitable alternatives.
17. LCC to engage off sales sites in town to promote the no glass message.
18. Proof of age Challenge 21 system to be in place.
19. All refreshments sold/served in plastic or cans.
20. A management plan on site to ensure that no alcohol in open vessels leaves the site.
21. A refuse plan will be in place for the event.
22. The event organiser will consult with the Safety Advisory Group on plans for each activity.
23. Local residents and businesses will be consulted by the organiser throughout the planning process.
24. Inform by way of letter all residents adjacent to the event supplying full event arrangements and a contact number for enquiries on the day.
25. Music levels must be monitored.
26. A full lost children policy will be in operation at each event.
27. A lost children policy document will be implemented on site which will be contained in the events document to all staff and stewrds on site.

Annex 3 - Conditions attached after a hearing by the licensing authority

Not applicable

Annex 4 - Plans

ANNEXES continued ...

See plan drawing number dated , deposited with the premises licence application and retained by the Licensing Unit.

Kevin Johnson

City Manager, Licensing and Regulatory Services & Public Protection



LOCAL AUTHORITY



Liverpool
City Council

Liverpool City Council

Licensing & Public Protection

Cunard Buildings

Water Street

LIVERPOOL

Merseyside

L3 1AH

tel: 0151 233 3015

web: www.liverpool.gov.uk

Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDNANCE SURVEY MAP REFERENCE OR DESCRIPTION

St Georges Quarter

William Brown Street, Lime Street, St Jo, Liverpool, Merseyside, L1 1JJ.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- a performance of a play
- an exhibition of a film
- an indoor sporting event
- a performance of live music
- a performance of dance
- entertainment of a similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
A. Performance of a play (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
B. Exhibition of films (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
C. Indoor sporting event	Monday to Sunday	9:00am	11:00pm
E. Performance of live music (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
G. Performance of dance (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
H. Entertainment of a similar description to that falling within E, F, or G (Indoors & Outdoors)	Monday to Sunday	9:00am	11:00pm
M. The sale by retail of alcohol for consumption ON and OFF the premises	Monday to Sunday	9:00am	11:00pm



THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	9:00am	11:00pm

WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

- M. The sale by retail of alcohol for consumption ON and OFF the premises

NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

Liverpool City Council
Municipal Buildings, Dale Street, Liverpool, Merseyside, L2 2DH.

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)**NAME OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL**

REDACTED

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

There are no restrictions on access to the premises by children

Kevin Johnson

City Manager, Licensing and Regulatory Services & Public Protection



Appendix 3. The Land Use Agreement



Liverpool
City Council

Land Use Application for Temporary Occupation

Applicant summary

Applicant Reference Number

.....EVR37273.....
...

Contact Details:

Name:	Lee O'Hanlon	Company:	Hope & Glory Festival
Tel:		Fax:	
Mobile:		E-mail:	Lee@tinycow.co.uk
Full Invoice address:	Hope & Glory Festival Ltd Straddan House Queen Street Lichfield WS13 6QD		

Event Details:

Proposed location:St John,s Park /William Brown Street.....

Date of Event: Sat 5th / Sun 6th August 2017.....

Time of Event: 1200hrs – 2300 hrs each day.

Description of proposed Event: Music Festival....

Public Liability Insurance Cover:

For temporary occupation of a public space you must have Public Liability Insurance.
Please enclose a copy of your Public Liability Insurance Certificate.

Company Name:	
---------------	--

	Allianz
Expiry Date:	8th August 2017

Completing your Land Use Application Form

WE RECOMMEND THAT YOU COMPLETE THIS APPLICATION FORM AFTER YOU HAVE READ THE ONLINE GUIDANCE FOR STAGING EVENTS AVAILABLE FROM

http://www.liverpool08.com/Images/Event%20Guide_tcm146-126272.pdf

It is important to provide as much detailed information as possible at the Application stage, as this will determine if the event may require to be licensed or not, and will determine the type of License that may be required.

It is important to submit Applications as soon as possible before your proposed activity as delays may prevent Permission/License from being issued.

Important information relating to applications to use areas in Liverpool parks or other greenspaces

There are no power facilities or water supplies and very limited toilet facilities in Liverpool parks – event organizers must take account of this

Access onto public parks and greenspaces will invariably be restricted – event organizers may be required to demonstrate how access will be managed

Charges and bonds for use in connection with your application are variable – please see Permission Fees and bonds information separately available

Please return completed application forms to:

Liverpool City Council
Streetscene
Municipal Buildings
Dale Street
Liverpool, L2 2DH

Tel: 0151 233 7030

Email: parks@liverpool.gov.uk

Applicant Ref.

EVR37273

**APPLICATION FOR PERMISSSION TO USE LIVERPOOL CITY
COUNCIL PARKS, OPEN SPACES AND OTHER PUBLIC SITES
including APPLICATION FOR CONSENT TO HOLD A PROMOTION IN
LIVERPOOL CITY CENTRE**

1. PROPOSED VENUE

St John's Park, William Brown Street.....

Date/s required: 31st July – 9th August 2017

Time/s required: All day.....

**The above should allow for setting up the event and dismantling.*

2. NAME AND ADRESS OF ORGANISATION

Hope & Glory Festival, Straddan House
Queen Street
Lichfield
WS13 6QD

**3. DETAILS OF EVENT ORGANISERS AGENT/EVENT MANAGER, i.e. the
person responsible for;**

a). the event and

b). all liabilities arising from the event

NAME: Lee O'Hanlon....

TITLE: Event Producer.....

ADDRESS: as above.....

.....
.....

**Have you/the event organiser/manager, or any of your/their contractors, been
the subject of any enforcement action or prosecution under relevant statutory
provisions relating to event management including Health and Safety at Work
etc Act 1974**

N/A.....

4. CONTACT DETAILS:

.....
.....
.....

- *Please provide as much information as possible*

5. INVOICE CONTACT DETAILS if different from above:

.....
.....

6. PUBLIC LIABILITY INSURANCE CERTIFICATE DETAILS

Insurance Company name: ...Allianz

Certificate number:

Expiry date: ...8th August 2017.....

7. DESCRIPTION OF EVENT

Music

Festival.....
.....
.....
.....

8. Estimate of the number of people actually taking part in the event (Give details of the participants, employees, hired help, stewarding, volunteers etc):

400 performers and support staff, 40 technicians and site crew, 60 stewards, 35 management

staff.....
.....
.....

9. Estimate the number of participants to attend:

a). Less than 100

.....

b). 101 to 499

.....

c). Over 500

12,500.

10. Will participants be in an enclosed area, and if so, how will they gain admission?

The site will be fenced and secured and admission will be by

tickety.....
.....
.....

11. If you anticipate that a large number of spectators will attend, you will be required to consider the following;

How will the spectators be managed?

EMP been signed off by JAG and

SAG.....
.....
.....

12. No vehicles will be allowed to move on site (other than emergency vehicles) during the event running times.

What vehicles will be used oand for what purpose?

Vehicles will be used during set up, delivery vehicles and Fork lift trucks for unloading, service vehicles for toilets will be moving on site prior to audience

admission.....
.....
.....

Supporting vehicles are not allowed, essential vehicles only – Please provide the registration number:

.....

13. Temporary Structures.

What temporary structures will be erected (e.g. platforms, stages, tents, marquees, scaffolding, spectator stands)?

3 stages, marquees for backstage dressing rooms and bars.....

.....

.....

Please give details of the company/organisation/persons/responsible for building them on site?

Main contractor Hi-Lights theatre services, Nite0Lites PA, Search toilets and cabins.....

.....

.....

**You will need a copy of their handing procedures, Insurance and Risk Assessment documents.*

Description, including size, height and weight of displays/equipment etc to be used (please include any visuals):

.....

.....

.....

.....

14. Will there be any music and/or amplification?

If yes, please give details and names of any supplier and/or operators:

Nite Lites main stage and 2nd stage PA , Hi-Lights 3rd

Stage.....

.....

.....

15. Will there be any special features such as fireworks, lasers, controlled explosions etc?

If yes, please give details and names of suppliers and operators:

None.....

.....

.....

.....

16. Are you providing any supplementary facilities on site such as toilets, catering, side stalls, bouncy castles or inflatables?

If so you will need to provide details of the suppliers, contractors, caterers along with their relative insurance, risk assessment and hygiene operating certificates:

.....A
There will be mobile caterers on site and will be submitted to LCC on the council pro-
forma.....

.....
17. If you intend to charge for the event, for what purpose will the monies generated be used?

The event is charged for, all profits from ticket sales are being donated to the
Manchester
Fund.....

.....
18. Will you be having raffles, prize draws or collections; will you be giving out samples?

N/A.....
.....
.....

19. What systems of litter collection and removal will you put in place?

.....
LCC supplying full litter and
removal/disposal.....
.....
.....

20. Will your event be funded?

If so by whom?

The event is funded by the
organiser.....
.....
.....

****For Office Use Only**

Grantee:
Site:
Equipment:
Purpose:

Dates

Refer To	For Permissive License:
Refer To Safety Advisory Group For full Premises License:	
Date:	
Officer:	

Land Use Agreement Terms and Conditions

General

The LAND OWNER has examined the Site and/or Equipment for the purpose as specified above. However the Grantee is notified that LAND OWNER does not have any expertise in the above mentioned Purpose and therefore the LAND OWNER requires that the Grantee, before exercising the permission hereby granted, must carry out an inspection of the Site and/or Equipment and must satisfy him/herself that the Site and/or Equipment is safe and fit in all respects for entry and use by his/her employees, agents and invitees for the Purpose as mentioned above and that all relevant statutory requirements (including without limitation health and safety regulations and the Licensing Act 2003) relating to such entry and use are fully complied with.

In view of this so far as the law deems fair and reasonable LAND OWNER cannot accept liability for any loss of and/or damage to any property of the Grantee.

Subject to the above the Grantee enters the Site and/or uses the Equipment at his own risk. The Grantee shall be liable for and shall indemnify LAND OWNER from and against any liability, loss, expense, claim or other damage not arising from negligent acts or omissions, nuisance or breach of statutory duty on the part of LAND OWNER in respect of any injury or damage whatsoever to any property or personal injury or death arising out of the permission hereby granted.

If the Grantee use the existing PREMISES LICENCE(S) owned by Liverpool City Council, they will indemnify the LAND OWNER against any action arising as a result of its use. Further they accept that it is for the GRANTEE to meet all the obligations contained there in, including the liaison with the emergency services and relevant responsible authorities through the Safety Advisory Group, and for the production of an event specific event document.

Declaration

FOR THE AVOIDANCE OF DOUBT, Permission to use the Public Space/Park/Open Space is not an endorsement of the event or the event management team.

Unless otherwise specifically agreed in writing, no promotional material may include any council logo or endorsement.

Organisers are reminded that it is their responsibility to meet all statutory obligations and obtain all permissions around staging the event.

This includes (but is not limited to);

- **The Health and Safety Act 1974 and all associated regulations.**
 - **The Licensing Act 2003**
 - **The Occupiers Liability Act 1957**
-

Definitions –

1. The Event
2. The Premises
3. The period
4. The Plan
5. The Permission Fee
6. Grantee's works
7. Programme
8. Promotional Activities
9. Reinstatement works
10. Specified insurance cover
11. Safety Advisory Group

Special Terms

1. Conditions of Grant.

- 1.1. The LAND OWNER gives to the Grantee Permission for use of the Premises for the Period for the purposes of preparing for the Event; for the Event Staging; and returning the premises to their original condition after the Event.
- 1.2. For the avoidance of doubt the arrangements in this Permission shall not constitute a tenancy nor give the Grantee exclusive possession of the Premises.
- 1.3. The LAND OWNER permits the Grantee during this period, subject to the rights of all others in respect thereof
 - 1.3.1. to use the Premises for the purpose solely of preparing for and staging the Event, including the holding of rehearsals or practice sessions relative, and removing all equipment plant machinery and structures and other similar items brought on to the Premises for the Event.
 - 1.3.2. Any other purpose must be specifically agreed in writing, and may incur additional charge from the LAND OWNER.
 - 1.3.3. Subject to security arrangements, to have access to the Premises with or without vehicles by means of such routes as THE LAND OWNER may designate.
 - 1.3.4. To sell merchandise food and beverages on the Premises.
- 1.4. The Grantee shall at all times permit those authorised by the LAND OWNER to have free and uninterrupted passage for the purpose of gaining access to an adjoining property.
- 1.5. The LAND OWNER does not warrant the Premises as fit or suitable for the Event or any other purpose.

- 1.6. The Premises will only be used for the purposes set out and the Grantee must provide the LAND OWNER full details of the event including construction and deconstruction.
- 1.7. The Grantee acknowledges that it has an opportunity to undertake a full site assessment of all health & safety hazards. They will provide the LAND OWNER a written assessment of these hazards.

2. Fees

The fee for the use of the Premises (If applicable) is the Permission Fee.
Please refer to table of fees.

Deposit: A deposit of £..... must be paid to the Council 28 days prior to the Event. This will be forfeited in the event of any damage or loss to the Venue (or loss of keys) or held as part of any necessary making good. The Hirer will be liable for the full cost of any damages should this exceed the deposit the Council will issue an account for payment by the Hirer.

3. Works & Promotional Activity

- 3.1. The Grantee shall as soon as practicable at its own costs carry out the Grantees works, including remedial works to the reasonable satisfaction of the LAND OWNER in accordance with an agreed timetable.

4. Grantees obligations & responsibilities

- 4.1. The Grantee shall nominate an identified senior officer who will be the point of contact for the LAND OWNER in relation to the management and operation of this Permission including co-ordination of any RIDDOR incident report.
- 4.2. The Grantee shall permit the LAND OWNER its servants agents and all those authorised by it to have reasonable access to the Premises by prior arrangement at all times, provided the person shall comply with the Grantee Health & Safety protocols fro the site.
- 4.3. The Grantee is responsible for the preparation of the site as received to the standards necessary for the staging of their event.
- 4.4. Where the single Premises Licence grant 25th May 2006 is to be used, it is for the GRANTEE to meet all the obligations contained there in; including the production of an event specific event document. This will meet the obligations set out below 4.5 to 4.10.
- 4.5. The Grantee will obtain and pay any costs in association with any premises Permission, with copies of the Premises Permission and its operating schedule being provided to the LAND OWNER.
- 4.6. The Grantee will liaise with interested parties through the Safety Advisory Group including any adjacent building owners, and comply with all reasonable recommendations made by this group.
- 4.7. The Grantee shall produce to the satisfaction of the Safety Advisory Group a Traffic Management Plan.
- 4.8. The Grantee is responsible for all the health safety welfare and environmental and security issues arising out of the Event and activities at the Premises during the period, including without limitation improvement works, organisation and preparation for the Event, clean up and repair activity after the event; and the health and safety of person attending the event.
- 4.9. Levels of competent security first aid and other support staff are to be present. Numbers to be identified through risk assessment and subject to agreement with the Safety Advisory Group.
- 4.10. A suitable waste management programme to ensure the clean up and removal of all waste before during and after the Event is the responsibility of the Grantee and shall form part of the reinstatement works.

5. Reinstatement

- 5.1. The Grantee shall be responsible to the satisfaction of the LAND OWNER the removal of all temporary structures plant and machinery and other things brought in relation to the event, and restore the Premises to same or agreed condition prior to the event.
- 5.2. In event of default on the reinstatement works within the identified time frame, the LAND OWNER shall be entitled to carry out the works with the cost being met by the Grantee. For this purpose, a negotiable bond will be lodged by the Grantee with the LAND OWNER

6. Liability

- 6.1. The Grantee at all times will hold public liability insurance relevant to the Event planned, from and against any liability, loss, expense, claim or other damage not arising from negligent acts or omissions, nuisance or breach of statutory duty on the part of LAND OWNER in respect of any injury or damage whatsoever to any property or personal injury or death arising out of the permission hereby granted.
- 6.2. In the event this agreement is terminated the Grantee will indemnify the LAND OWNER against any direct costs incurred as a result of the Grantees failure to fulfil its agreement)

7. Warrantees

- 7.1. The Grantee warrants that it is compliant with all conditions relating to the Licensing act; Health & Safety at Work Act and associated regulations and guidance.
- 7.2. The Grantee warrants that it will with due skill care and diligence conduct the Event in a professional manner, and undertake that it has the specific skills and experience relevant to staging such activity.
- 7.3. The Grantee warrants that in obtaining any additional services relating to the event that sub contractors have the specific skills and experience relevant to supporting the delivery of that activity.

8. Assignment

- 8.1. The Grantee may not assign transfer charge or deal in any manner with this Agreement or rights under it.

9. Force majeure

No party shall be liable for the delay or non-performance of its obligations under this agreement arising from any cause or causes beyond its reasonable control, including without limitation Act of God; war; fire; flood; explosion; act of terrorism; or civil commotion

10. Governing Law & Dispute Resolution

- 10.1. This agreement s governed by and construed in accordance with the Laws of England & Wales.
- 10.2. In the event of dispute or differences the parties resolve to meet in good faith to resolve the dispute with recourse to legal proceedings
- 10.3. If the parties have not resolved the dispute within 10 days (or such shorter period as dictated by the delivery of the event) the parties shall endeavour to resolve in good faith the dispute in association with a procedure recommended by an agreed expert, whose expenses shall be met by the grantee

10.4. If the parties are still unable to resolve the dispute then it shall be resolved by the Courts of England and Wales

I acknowledge and agree to be bound by these conditions should my application prove successful

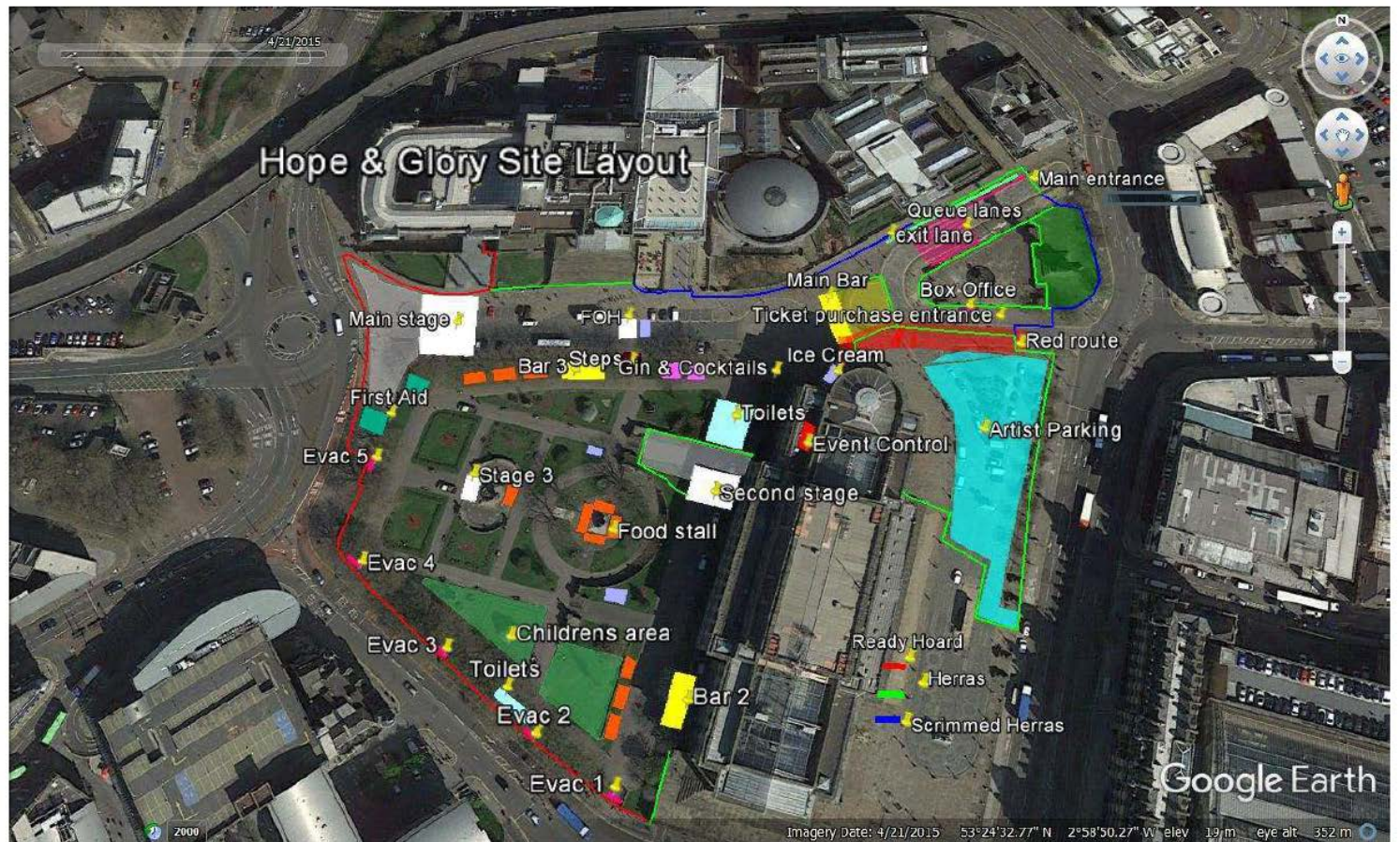
Signature of Applicant



Position in OrganisationLee O'Hanlon...Event producer

Date26th August 2017.....

Appendix 4. Event Site Plan (from the EMP v.7 Final Draft 11th July, p.101)

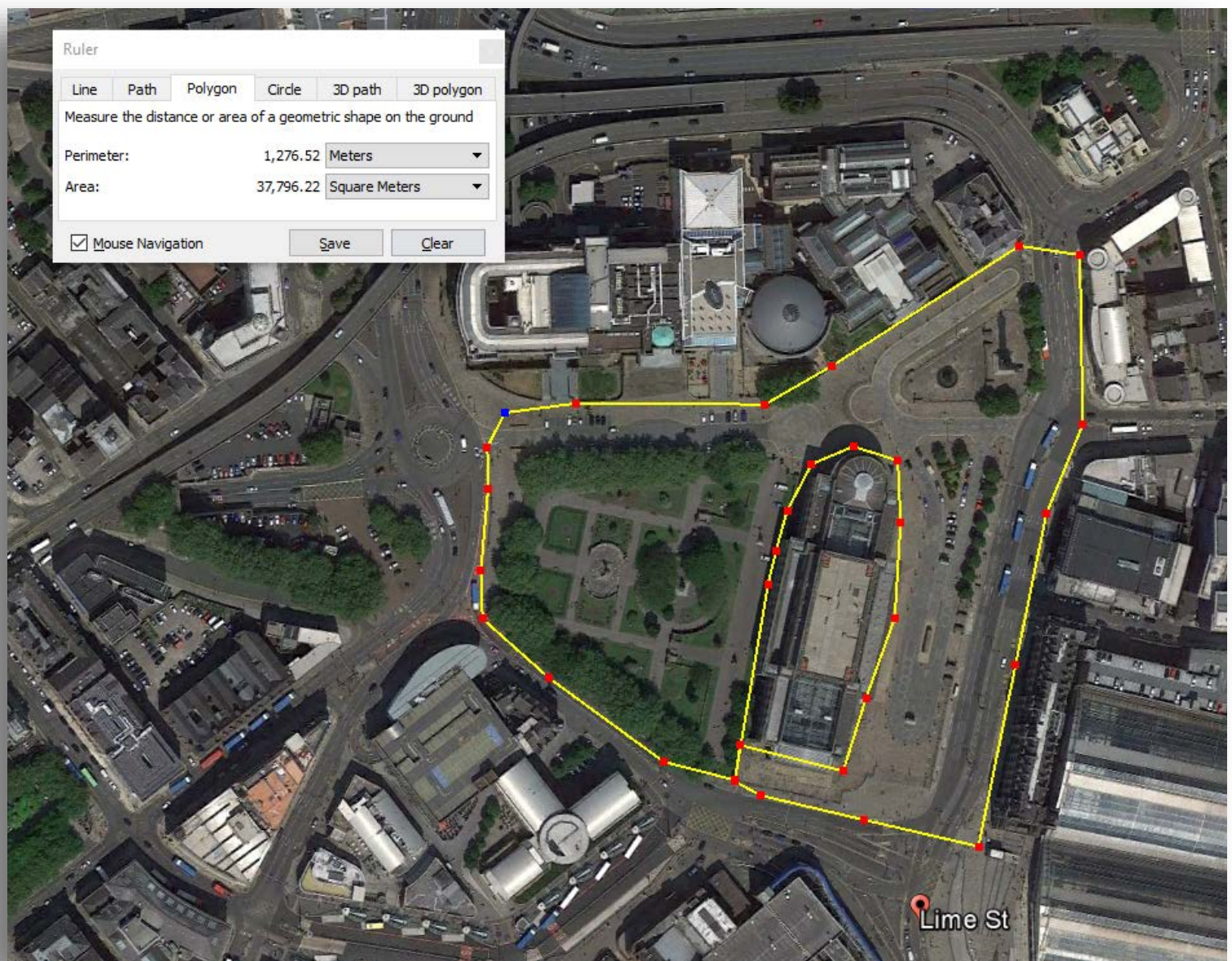


Appendix 5. Surface area calculations

These measurements are indicative only and do not claim to be definitive.

The first plot below shows the area assumed by the authors to be the St Georges Quarter area licensed in the document in Appendix 2.

Note: neither measurement includes the St Georges Hall itself



The plot below seeks estimate the site, taking account of event infrastructure to show the *effective area* available for the public. Even this is somewhat generous, making no allowance for traders, toilet blocks and other infrastructure, and assuming all parts of William Brown Street and St Johns Gardens are equally available for use.

