

PERTH AND KINROSS COUNCIL**LICENSING COMMITTEE****26 June 2014****Review of the Conditions 1.1.9 and 1.1.10 of the T in the Park Public Entertainment Licence****Report by Head of Legal Services****PURPOSE OF REPORT**

The purpose of this report is to consider the request from DF Concerts and Events to vary the licensing conditions for the T in the Park event at Balado Airfield, Kinross by replacing conditions 1.1.9 and 1.1.10 with a new condition.

1. BACKGROUND

- 1.1 The Council regulates the licensing of public entertainment events under the Civic Government (Scotland) Act 1982. As part of that, the Council can impose conditions on the public entertainment licence.
- 1.2 This year's T in the Park event is due to take place between 10 and 13 July 2014.
- 1.3 The public entertainment licence for this event was renewed in July 2013 for a period of 2 years. The Committee agreed the conditions of the public entertainment licence at that time and they are contained in Appendix 1.
- 1.4 The Licensee has submitted a request to vary the licence by removing conditions 1.1.9 and 1.1.10 and to replace them with a single condition.
- 1.5 Condition 1.1.9 states that *"The Licence Holder shall reach agreement with all public authorities, including Police Scotland and the Scottish Fire and Rescue Service, prior to the event as to the reimbursement of costs incurred by the bodies in connection with duties undertaken in relation to the event. Such agreement shall be contained in the formal documentation signed by the Licence Holder and submitted to the Chief Executive of Perth and Kinross Council, the Chief Constable (or nominee) and the Chief Fire Officer (or nominee) as appropriate not later than 21 days prior to the event and will include costs incurred, staff overtime, subsistence and transport."*
- 1.6 Condition 1.1.10 states that *"The Licence Holder shall reach agreement with Police Scotland for such number of police officers to undertake duties in relation to the event as the Chief Constable considers necessary for securing the safety of persons present on the site or progressing to or from the site or within a five mile radius of the site. "*

1.7 The single condition suggested by the Licensee is as follows:

“Prior to each event, the Licence Holder shall consult with Police Scotland, Scottish Fire and Rescue and other relevant statutory authorities regarding the provision of services necessary for the Event and in each case plans for the provision of necessary services will be provided by the Licence Holder to the Licensing Authority for approval no later than 28 days before the Event.”

1.8 In terms of the Civic Government (Scotland) Act 1982, there is no formal requirement for consultation when considering a variation of conditions of a licence.

1.9 The Multi-Agency Group was convened on 19 June 2014 to discuss the proposed amendment. Both Police Scotland and DF concerts were there and it was agreed by those present that the overriding consideration was public safety. It was also noted that the Police had statutory powers to recover their costs and there was discussion about the legality of conditions 1.1.9 and 1.1.10. Due to the nature of the discussion, it was not considered appropriate for any recommendation to be made by the Multi-Agency Group.

1.10 In terms of paragraphs of 11(c) and (d) of Schedule 1 of the Civic Government (Scotland) Act 1982 the licensing authority upon a complaint made to it, or not, can suspend a licence where *“(c) the carrying on of the activity to which the licence relates has caused or is likely to cause undue public nuisance or a threat to public order or public safety or (d) that a condition of the licence has been contravened.”*

1.11 Condition 6.1 of the licence offers further protection to the public by allowing *“The Senior Police Scotland Officer, the Senior Scottish Fire and Rescue Officer, the senior Licensing Authority Officer and the NHS Tayside Consultant in public Health Medicine or their respective representatives to order termination of the event should the interests of public safety so require.”*

1.12 In terms of the suggested substituted condition, the Council would retain control over public safety by being able to approve or not approve the plans being submitted by the organisers of the event. The Council will no doubt want to know that the relevant staff from the statutory authorities will be attending the event.

2. CONCLUSION AND RECOMMENDATION(S)

2.1 It is recommended that the Committee considers the request by the Licensee to vary the licensing conditions for the T in the Park event at Balado Airfield, Kinross.

Author(s)

Name	Designation	Contact Details
Moina McLaren	Solicitor	Tel: 01738 475136 Email: MKMcLaren@pkc.gov.uk

Approved

Name	Designation	Date
Ian Innes	Head of Legal Services	23 June 2014

If you or someone you know would like a copy of this document in another language or format, (on occasion only, a summary of the document will be provided in translation), this can be arranged by contacting Report Author



Council Text Phone Number 01738 442573

IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

The undernoted table should be completed for all reports. Where the answer is 'yes', the relevant section(s) should also be completed. Where the answer is 'no', the relevant section(s) should be marked 'not available (n/a)'.

Strategic Implications	Yes / None
Community Plan / Single Outcome Agreement	None
Corporate Plan	None
Resource Implications	
Financial	None
Workforce	None
Asset Management (land, property, IST)	None
Assessments	
Equality Impact Assessment	Yes
Strategic Environmental Assessment	None
Sustainability (community, economic, environmental)	None
Legal and Governance	Yes
Risk	None
Consultation	
Internal	None
External	Yes
Communication	
Communications Plan	None

1. Strategic Implications

Community Plan / Single Outcome Agreement

1.1 Not applicable

Corporate Plan

1.2 Not applicable

2. Resource Implications

Financial

2.1 Not applicable

Workforce

2.2 Not applicable

Asset Management (land, property, IT)

2.3 Not applicable

3. Assessments

Not applicable

Equality Impact Assessment

- 3.1 Under the Equality Act 2010, the Council is required to eliminate discrimination, advance equality of opportunity, and foster good relations between equality groups. Carrying out Equality Impact Assessments for plans and policies allows the Council to demonstrate that it is meeting these duties.

This section should reflect that the proposals have been considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:

- (i) Assessed as relevant and action taken to reduce or remove the following negative impacts:

An exemption was included in the dress code from the requirement to adhere to aspects of the dress code for religious reasons.

Strategic Environmental Assessment

Not applicable

- 3.3 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals.

This section should reflect that the proposals have been considered under the Act and however, no action is required as the Act does not apply to the matters presented in this report. This is because the Committee are requested to note the contents of the report only and the Committee are not being requested to approve, adopt or agree to an action or to set the framework for future decisions.

Sustainability

Not applicable

Legal and Governance

- 3.4 The Head of Legal Services has been consulted.

Risk

Not applicable

4. Consultation

Internal

4.1 Not applicable

External

5. Communication

5.1 Not applicable

6. Background Papers

None

T IN THE PARK CONDITIONS 2014**INDEX**

1	PLANNING AND ORGANISATION	2
2	THE SITE	6
3	CROWD MANAGEMENT	6
4	ACCOMMODATION	7
5	INSURANCE	8
6	DEFAULT	8
7	COMMUNICATIONS	9
	CAR PARKS/CAMPSITE INSPECTION MEETING TIMES	10
	OPENING TIMES OF CAR PARK/CAMPING AREA AND ARENA	11
	MUSICAL ENTERTAINMENT TIMES IN CAMPING AREA AND ARENA	12
	TICKET SALES FOR EACH DAY	14

1 PLANNING AND ORGANISATION

1.1 GENERAL

- 1.1.1 These conditions are attached to the Public Entertainment Licence issued in terms of the Civic Government (Scotland) Act 1982 to ensure the Health, Safety and Welfare of patrons, artistes, crew, staff on site and the wellbeing of the surrounding community.
- 1.1.2 The Licence Holder shall be fully conversant with the publication produced by The Health and Safety Executive "The Event Safety Guide – A Guide to Health, Safety and Welfare at Music and Similar Events (HSG 195)" or any subsequent amendments to the Guide. The Licence Holder shall at all times follow the guidance detailed therein unless subject to more specific requirements imposed by the Licence or imposed by virtue of any other enactment.
- 1.1.3 The Licence Holder shall have a primary and continuing obligation and responsibility to ensure the safety and health of all persons on the licensed site, both in normal and emergency situations and shall take all necessary precautions to fulfil that obligation.
- 1.1.4 The granting of the Licence does not absolve the Licence Holder from any obligations he may have under other enactments and in particular the Health and Safety at Work Act 1974.
- 1.1.5 The Licence Holder shall take all necessary steps to inform any promoter, performer or other person connected with, or involved with, the organisation of the event, of these conditions. It is the responsibility of the Licence Holder to ensure that any promoter, performer or other person connected with the event does not breach, or permit, or contribute to any breach of any term, condition or restriction of this licence before, during or after the event.
- 1.1.6 Except where otherwise stated all parts of the general Licence shall apply in respect of the car parks and campsite.
- 1.1.7 The Licence Holder shall provide a copy of a Risk Assessment survey to the Head of Environmental and Consumer Services with regard to the entire site not less than 4 weeks prior to the commencement of the event.
- 1.1.8 All Members of Public Authorities acting in the course of their duties and either in uniform, or with the appropriate ID from that Authority together with an event pass, shall be permitted to enter the site or any part thereof at any time prior to, during or after, the event for the purposes of inspection. They shall also be allowed to use such access or egress gates as are necessary if any urgent response is required.

- 1.1.9 The Licence Holder shall reach agreement with all public authorities, including Police Scotland and the Scottish Fire and Rescue Service, prior to the event as to the reimbursement of costs incurred by the bodies in connection with duties undertaken in relation to the event. Such agreement shall be contained in formal documentation signed by the Licence Holder and submitted to the Chief Executive of Perth and Kinross Council, the Chief Constable (or nominee) and the Chief Fire Officer (or nominee) as appropriate not later than 21 days prior to the event and will include costs incurred, staff overtime, subsistence and transport.
- 1.1.10 The Licence Holder shall reach agreement with Police Scotland for such numbers of Police Officers to undertake duties in relation to the event as The Chief Constable considers necessary for securing the safety of persons present on the site or progressing to or from the site or within a 5 mile radius of the site.
- 1.1.11 The Licence Holder shall be capable of being contacted by the Licensing Authority and Emergency Services throughout the duration of the event and 3 hours prior to the event via the Joint Operations Centre (JOC). The Licence Holder shall establish and maintain a communications link with the Emergency Services at all times during the event and agree in writing with the Licensing Authority and Emergency Services a clear and effective system of communication, not later than 8 days prior to the commencement of the event.
- 1.1.12 The Licence Holder shall nominate specified staff to be available throughout the event at the JOC or other agreed location to receive and respond to the requirements and notifications of the Licensing Authority. In particular the Licence Holder shall appoint a suitably qualified and experienced person to act as the Event Safety Co-ordinator who will be responsible for:
- (i) Liaising with lead sub-contractors and any self-employed persons to be employed at the venue to ascertain their competence.
 - (ii) Assisting the Licensing Authority in the inspection of the venue before and during the event and in particular to meet with the Licensing Authority at specific times as detailed in **Appendix 1**.
 - (iii) Assisting the Licensing Authority in the inspection of all structures and electrical services at the venue.
 - (iv) Obtaining and checking all relevant risk assessments, safety policies, hand-over documentation and Safety Certificates for submission to the Licensing Authority by the specified time.
 - (v) Taking appropriate steps to ensure that any unsafe systems of work or the use of any unsafe equipment which is observed is halted until remedial action is taken.
 - (vi) The Licence Holder's own risk assessment.
 - (vii) Liaising with representatives of the licensing authority, emergency services and other involved agencies.

1.1.13 The Licence Holder, with the assistance of the relevant agencies detailed in Table 1 below, will prepare Management Plans for the areas as detailed in Table 1. These plans will include all the relevant provisions to ensure the safety of the event, covering the activities as detailed in the third column of Table 1.

The Licence Holder will ensure that the Management Plans are completed and agreed by all the agencies involved in their preparation, within a timescale as agreed by the relevant agencies involved in each Plan

Table 1

Management Plan	Relevant Agencies	Activities Covered	Date for Plan Completion
Crowd Management, Stewarding and Policing	Police Scotland	<ul style="list-style-type: none"> • Crowd safety and management • Policing • Security (within and around the venue) 	20 June 2014
Traffic/Transport Management	Police Scotland Perth and Kinross Council Traffic Scotland Citylink Scottish Fire and Rescue Scottish Ambulance Service	<ul style="list-style-type: none"> • All traffic, travel and transport arrangements 	13 June 2014
Contingency Plan	Police Scotland Perth and Kinross Council Scottish Fire and Rescue Scottish Ambulance Service NHS Tayside	<ul style="list-style-type: none"> • Preparing for contingencies 	27 June 2014
Media and Communications	Perth and Kinross Council Police Scotland	<ul style="list-style-type: none"> • Media Communications 	27 June 2014

Management Plan	Relevant Agencies	Activities Covered	Date for Plan Completion
Safety and Health and Wellbeing Plan (also Medical Plan)	Scottish Ambulance Service NHS Tayside Perth and Kinross Council DAAT Partnership BP	<ul style="list-style-type: none"> • Medical • Public Health • Food Safety • Health and Safety at Work including fire safety in concessions • BP pipeline Environment Plan • Special effects and pyrotechnics (other than fire safety aspects) • Welfare and Advice • Drugs and Alcohol 	13 June 2014
Environment Plan	Perth and Kinross Council SEPA Scottish Water	<ul style="list-style-type: none"> • Campsite welfare • Toilet/facilities • Drainage/sewerage • Waste Management & Recycling • Noise • Water supply and quality 	13 June 2014
Structures and Fire Safety Plan	Perth and Kinross Council Scottish Fire and Rescue	<ul style="list-style-type: none"> • Fire safety • Building Standards • Safety and Structures • Disability Access • Special effects and Pyrotechnics (relating to fire safety) 	20 June 2014

It is a requirement of the Licence that these plans are completed within the timescale detailed in Table 1 above. It is a requirement of the Licence that the Licence Holder complies with all duties reasonably placed upon him by the Management Plans detailed in Table 1 above.

1.1.14 The Licence Holder will obtain the necessary alcohol licence in terms of the Licensing (Scotland) Act 2005 with regard to the sale and supply of alcohol.

2 THE SITE

- 2.1 The Licence Holder or nominated representative shall be in charge and be present on the licensed site at all times members of the public are present.
- 2.2 The site comprises the area of ground delineated in the site map, which shall include the campsite and car parking areas.
- 2.3 There shall be an on-site inspection of all facilities to be provided under the Licence Conditions at the times specified in **Appendix 1**. The purpose of these meetings is to determine whether the site is in a condition that it can be opened for public use. The Licence Holder shall ensure that they are represented at these meetings by a person who has appropriate authority to action any issues or concerns identified by the Licensing Authority.
- 2.4 Not less than 7 days prior to the commencement of the event, the Licence Holder shall provide to Scottish Fire and Rescue, Police Scotland, Scottish Ambulance Service and the Licensing Authority such numbers of sets of "Agreed Maps" in an appropriate grid format, as they may require. The "Agreed Map" shall clearly show all parts of the site, including the areas used for camping, car parking, emergency access points, on site access roads and fire points. The site boundary shall be clearly defined on the plan. The Licence Holder can fulfil this duty by providing these maps in an electronic format, readily available to the abovementioned bodies, and capable of being printed as required by these organisations.
- 2.5 The Licence Holder must give due consideration to allow the identification of different areas and locations within the campsite (such as naming sections and/or colour coding areas on a map), and provide the means by which emergency services responding to an incident will be able to identify location(s).
- 2.6 The Licence Holder will ensure that all facilities on site are adequately illuminated at night including information points, access routes from car parks, gates and thoroughfares where hazards exist. Provision will be made for back up lighting in the event of failure.
- 2.7 Times of opening and musical entertainment both in the arena and the campsite are as detailed in **Appendix 2**.

3 CROWD MANAGEMENT

- 3.1 The total attendance including ticket holders, artistes, crew, traders and guests during the whole period of the event should not exceed 92,500 on any day.

- 3.2 Admission shall be by ticket or by artiste, crew, trader or guest pass. The total ticket sales during the whole period of the event shall be as detailed in **Appendix 3**. The ticket attendance may only be increased subject prior to written agreement with the Licensing Authority. Notwithstanding this, the number to be agreed in advance with the Licensing Authority will not result in the occupant capacity specified in Condition 3.1 above being exceeded. The facilities required and means of escape will reflect any agreed increases in attendance.
- 3.3 The total **Camping** attendance during the whole period of the event shall be as detailed in **Appendix 3**.
- 3.4 The Licence Holder shall provide camping pitches at the site to a level or standard as required or agreed by the Licensing Authority and the Emergency Services. No camping will be permitted in any fields used for the parking of vehicles. Camping areas for campervans/caravanettes or similar shall be subject to Scottish Fire and Rescue approval.

4 ACCOMMODATION

- 4.1 The Licence Holder shall, not later than four days prior to commencement of the event, provide for Licensing Authority staff and other approved agencies, the following:
- (i) A portacabin in area and of such suitable and reasonable size as agreed in writing between the Licence Holder and the Licensing Authority;
 - (ii) Two operational telephones with separate numbers, one to be published, the other to be private and one operational computer line;
 - (iii) Power points for radio and mobile phone battery chargers, electric kettle within the portacabin;
 - (iv) Sanitary accommodation conveniently located to the portacabin;
 - (v) Car parking for staff, to meet the Licensing Authority's reasonable requirements.
 - (vi) Entry passes to car parks and all parts of the site/and arena;
 - (vii) Meal passes and access to refreshments;
 - (viii) Backstage vehicle passes for essential vehicles (approximately six);
 - (ix) 40 hand-held portable radios, with holders and carry straps, plus headset/earphones for each radio, for the use of the Licensing Authority, capable of communication between the control point and a radius of 2 kilometres therefrom. The facility should be provided with a system of "talk through" such that the portable radio users should be able to contact one another.
- 4.2 The Licence Holder shall provide facilities which may be used as a Joint Operation Centre (JOC) which meets with the requirements of all

participating organisations. Each organisation will be responsible for communicating their requirements to the representative of the Licence Holder beforehand.

- 4.3 In addition to the JOC the Licence Holder shall provide to the satisfaction of the Licensing Authority and Emergency Services a suitably equipped Emergency Liaison Centre to accommodate the representatives of the Emergency Services and Perth and Kinross Council responsible for the implementation of the Emergency Plan which meets with the appropriate requirements.

5 INSURANCE

- 5.1 The Licence Holder shall maintain in force at all times during the period of the Public Entertainment Licence Public Liability Insurance in the amount of £25,000,000 any one occurrence in respect of the site; Employer's Liability Insurance with a minimum Indemnity Limit of £10,000,000 any one occurrence, and Public/Product Liability with a minimum Indemnity Limit of £10,000,000 any one occurrence.
- 5.2 The policy should include Legal Liability for the actions/negligence of the Licence Holder's sub-contractors. The sub-contractors' levels of indemnity should be checked and forwarded with a list of their activities to the Corporate Insurance and Claims Team, Perth and Kinross Council, at least 7 days prior to the commencement of the event.
- 5.3 The policy shall be exhibited to the Licensing Authority no later than 7 days prior to the commencement of the event.

6 DEFAULT

- 6.1 The Senior Police Scotland Officer, the Senior Scottish Fire and Rescue Officer, the Senior Licensing Authority Officer and the NHS Tayside Consultant in Public Health Medicine, or their respective authorised representative, shall be entitled to order termination of the event should the interests of the public safety so require. Without prejudice to the foregoing, any major default of these licensing conditions shall entitle the above named persons to order termination of the event. In this connection "termination" may include a temporary suspension of whatever period the foregoing Officers may reasonably determine. **Any such actions should be taken only following consultation with all agencies represented in the Joint Operations Centre, including the Event Manager, before ordering such action.**

7 COMMUNICATIONS

- 7.1 The Licence Holder shall provide a public address system which shall:

- (i) be capable of broadcasting information in the event of an emergency.
- (ii) be capable of overriding any other system within the site, including live entertainment equipment.
- (iii) be clearly audible throughout the arena (loudhailers will be used to cover the campsite).
- (iv) be controlled from a central position approved by the Licensing Authority and Emergency Services. Access to the central position will be available at all times to the Licensing Authority and Emergency Services.
- (v) have a power supply which will ensure continuous operation of the system in the event of the failure of the main electricity supply.
- (vi) prior to the admission of the public on to the site all systems used for broadcasting information in the event of such an emergency shall be tested. Records of such tests shall be made available to Scottish Fire and Rescue for verification.

7.2

The Licence Holder will provide public telephones on the site.

Car Parks Inspection Meeting Times:

Wednesday 9 July 2014	1200 hours
------------------------------	-------------------

Campsite Inspection Meeting Times:

Wednesday 9 July 2014	1700 hours
Thursday 10 July 2014 Note: this includes Sunset Strip as part of the campsite	1100 hours
Friday 11 July 2014 Note: this includes Sunset Strip as part of the campsite	0800 hours

Arena Inspection Meeting Times:

Thursday 10 July 2014	1700 hours
Friday 11 July 2014	1000 hours (rest of main Arena)
Saturday 12 July 2014	0900 hours
Sunday 13 July 2014	0900 hours

(i) **Parking Areas may be open as follows**

From 0800 hours on Thursday 10 July 2014 until 1600 hours on Monday 14 July 2014

(ii) **The Camping Area may be open as follows:**

From 1200 hours on Thursday 10 July 2014 (30,000 ticketholders only)

From 0800 hours on Friday 11 July 2014 to 1600 hours on Monday 14 July 2014 (70,000 ticketholders only)

(iii) **The Arena may open to the public as follows:**

Friday 11 July 2014	Between 1200 and 0100 hours
Saturday 12 July 2014	Between 1000 hours and 0100 hours
Sunday 13 July 2014	Between 1000 hours and 2400 hours

Note: the Sunset Strip area forms part of the campsite when the main Arena is not in operation.

(iv) **Campsite Entertainment may operate as follows:**

Thursday 10 July 2014	From 1400 hours to midnight
Friday 11 July 2014	From 1000 hours to 0200 hours on Saturday 12 July 2014
Saturday 12 July 2014	From 1000 hours to 0200 hours on Sunday 13 July 2014
Sunday 13 July 2014	From 1000 hours to 0200 hours on Monday 14 July 2014

Arrangements for this entertainment shall be to the satisfaction of the Executive Director (Environment).

(v) **Musical Entertainment in the Arena may operate as follows:**

Friday 11 July 2014	Between 1400 hours and ending by 2400 hours (designated areas only)*
Saturday 12 July 2014	Between 1000 hours and ending by 0100 hours
Sunday 13 July 2014	Between 1000 hours and ending by 2400 hours

*Designated Areas to be agreed in advance of the event, with the Licensing Authority

All in accordance with the Public Entertainment Licence issued by the Licensing Authority.

T IN THE PARK 2014
THURSDAY 10 JULY – MONDAY 14 JULY
TICKET SALES

	Thursday 10 July	Friday 11 July	Saturday 12 July	Sunday 13 July
Camping Tickets Only	30,000	70,000	70,000	70,000
Fri/Sat/Sun Day Tickets Only	N/A	15,000	15,000	15,000
Totals	30,000	85,000	85,000	85,000

