

OPUS2

Manchester Arena Inquiry

Day 16

October 6, 2020

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Tuesday, 6 October 2020

(9.30 am)

MR GREANEY: Sir, the first witness today is Mr Oliver Smith. I'll ask that he's now sworn, please.

SIR JOHN SAUNDERS: Thank you.

MR OLIVER SMITH (affirmed)

SIR JOHN SAUNDERS: Thank you very much, Mr Smith.

Obviously if anything happens with the system and you can't hear, please give us an indication.

A. Thank you, sir, I will.

SIR JOHN SAUNDERS: And thank you very much for joining us today.

A. No problem.

Questions from MR GREANEY

MR GREANEY: Mr Smith, are you a partner in Mansford LLP?

A. Yes, I am.

Q. And chairman of that firm's executive board?

A. Yes.

Q. And also the firm's internal subcommittees, so that you have overall responsibility for the group's investment activities?

A. Correct, yes.

Q. Just in terms of the history of Mansford, was Mansford founded in 1995 as a real estate investment firm and fund manager?

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A. Yes, it was.

Q. Does it operate both within the United Kingdom and throughout Europe?

A. Yes.

Q. Is it owned and controlled by its management?

A. It is.

Q. Is Mansford's model to invest in long-leased real estate assets?

A. It is in the funds that existed to buy this property along with others, yes.

Q. And it regards its role as being to invest but to assume no operational involvement for the asset, is that correct?

A. Yes, correct.

Q. In 2013, when Mansford was to acquire the headlease for the arena, was Manchester Arena on a 25-year term to the global venue operator SMG?

A. Yes, it was.

Q. So did the Manchester Arena meet the investment criterion of Mansford?

A. Yes, it did.

Q. Mr Smith, the witness statement that you've given to the inquiry, which is dated 22 December of last year, contains, as you will appreciate, a good deal of detail about the ownership structure and arrangements for the

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acquisition of the arena.

A. Indeed, yes.

Q. And can I be clear that we don't need from you as much detail as is contained within your witness statement, so what I'm going to do is just to elicit from you the basic details if that's fine with you.

A. Of course, yes.

Q. So to establish the basics, is it the position that the freehold interest in the arena complex was held by Network Rail but was let?

A. Yes, correct.

Q. In 2013, did Mansford acquire the head leasehold interest in the arena, holding the investment through a unit trust?

A. Yes, it did.

Q. Was that head leasehold interest subject to and with the benefit of a sublease of the Manchester Arena venue complex to SMG Europe Holdings Limited?

A. Yes.

Q. Was it also, and importantly for our purposes, subject to and with the benefit of a facilities management agreement?

A. Yes, it was.

Q. Moving on a year, in 2014 was the SMG sublease increased from 25 years to 35 years?

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A. Yes, correct.

Q. With that 35-year period running from 15 June 2010?

A. I believe so.

Q. So that the sublease, and I'm taking these dates from your statement, expires on 14 June 2045?

A. Yes.

Q. With the facilities management agreement extended to the same date?

A. Correct.

Q. On 2 July 2018, so just over a year after the arena attack, did Mansford sell its interest in the unit trust that held its investment in the arena?

A. Yes.

Q. And so does it follow that from that day, 2 July 2018, Mansford has had no interest in the arena?

A. Yes, correct.

Q. At any point during that period we've just looked at, so 2013 to 2018, did Mansford have any involvement in the day-to-day management of Manchester Arena?

A. No.

Q. Mr Smith, what I want to focus on next, please, is the issue of security.

In May 2017, and indeed in the period preceding that date, under the terms of the facilities management agreement, was SMG responsible for security services for

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1 the arena complex?
 2 A. Yes.
 3 Q. Did that responsibility extend to the City Room?
 4 A. It did.
 5 Q. I'm going to ask that there be put on the screen now --
 6 and I hope it will appear on your screen as well -- the
 7 facilities management agreement. It's {INQ022832/1}.
 8 We'll have page 1, first of all, please. So this,
 9 we can see, is the facilities management agreement dated
 10 15 June 2010 between those who at that time held the
 11 headlease and SMG Europe Holdings Limited.
 12 Could we next, please, go to page INQ022832/40? So,
 13 Mr Smith, what we're doing is just considering your
 14 assertion that SMG had responsibility for security.
 15 Paragraph 2.1.5, services:
 16 "SMG are responsible for providing the following
 17 services on the site (both internal and external to the
 18 building), as fully defined elsewhere in this contract."
 19 Then could we go to the next page, please,
 20 {INQ022832/41}, where we can see at paragraph 11 one of
 21 the services to be provided by SMG was:
 22 "The provision of a security service."
 23 Next can we go, please, to page {INQ022832/68},
 24 which is one of the schedules to the facilities
 25 management agreement. Paragraph 2.10, "Site security".

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1 2.10.1, "Scope":
 2 "SMG will provide and operate a 24-hour, 7 days
 3 a week security service from its own staff base. The
 4 service provided will comply with British Standard 5750
 5 and relief cover will be provided by an approved service
 6 provider."
 7 Then in the next sub-paragraph the minimum duties
 8 are provided.
 9 So those terms of the agreement no doubt confirm in
 10 your view that responsibility for security at the
 11 complex including the City Room rested with SMG?
 12 A. Yes.
 13 SIR JOHN SAUNDERS: Just help me, I probably missed it:
 14 where does it actually define the extent of it therefore
 15 to include the City Room?
 16 MR GREANEY: We can work through it. Site is defined
 17 earlier on in the contract --
 18 SIR JOHN SAUNDERS: Thank you.
 19 MR GREANEY: -- and it's defined as effectively the whole of
 20 the complex.
 21 SIR JOHN SAUNDERS: Thank you.
 22 MR GREANEY: I'm quite sure there is no dispute.
 23 SIR JOHN SAUNDERS: That's fine. I just needed to know
 24 where it came from.
 25 MS MONTGOMERY: It's {INQ022832/5} if anyone needs it.

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1 MR GREANEY: Thank you. Ms Montgomery has just appeared on
 2 our screen, who's assisting Mr Smith. Thank you very
 3 much indeed, that's helpful.
 4 As you put it in your statement, Mr Smith:
 5 "Mansford had no responsibility for the day-to-day
 6 operations, including the provision of security
 7 services, at the arena complex, including the area known
 8 as the City Room, as that responsibility fell to SMG
 9 under the terms of the facilities management agreement."
 10 Just to finish the position in relation to security,
 11 Mr Smith, did Mansford at any stage participate in any
 12 meetings with SMG prior to 22 May 2017 which
 13 specifically related to the security arrangements at the
 14 arena?
 15 A. No, we did not.
 16 Q. Were Mansford aware of or did they have any involvement
 17 with any plans, policies, procedures or standards which
 18 were in force on 22 May for responding to, participating
 19 in or facilitating multi-agency responses to major
 20 incidents at the arena?
 21 A. No, we didn't.
 22 Q. Mr Smith, that's all I want to ask you about the issue
 23 of ownership of the arena and security at it.
 24 But next, I want to ask you about something quite
 25 separate, albeit connected with security. As I believe

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1 you know, an issue that the inquiry is considering is
 2 whether, prior to the attack on 22 May, SMG should have
 3 established an extended perimeter that would have
 4 involved closing the City Room on show days or event
 5 days. Does that make sense to you?
 6 A. It does, yes.
 7 Q. Question 1 is: would SMG have required Mansford's
 8 permission to close the City Room to the public on show
 9 days?
 10 A. I believe they would.
 11 Q. Let me be clear, there is no suggestion, as we currently
 12 understand the evidence, that SMG ever did seek such
 13 permission before the attack, but the question may arise
 14 of what Mansford's position would have been if
 15 permission had been sought. So that's what I want to
 16 explore. I'm not asking you for your answer at the
 17 moment because we need to look at some documents, but
 18 have you understood the issue that I want to explore
 19 with you, Mr Smith?
 20 A. Yes, I have.
 21 Q. So essentially, that requires you to put yourself in
 22 your own shoes before the attack, which we acknowledge
 23 is not or may not be straightforward.
 24 I'm going to be asking you about just a small number
 25 of emails which post-date the attack. The background to

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1 these emails, which I'm certain you'll have seen,
 2 is that SMG was about to re-open the arena in September
 3 of 2017, post-attack, and at that stage SMG did wish to
 4 close the City Room to all but concertgoers on show
 5 days. So that's the background to these emails that
 6 we are going to be looking at.
 7 Mr Lopez, could we have on the screen, please,
 8 {INQ035953/2}. Page 2, first of all, please.
 9 Mr Smith, can I check that that document has
 10 appeared on a screen that you're able to see?
 11 A. Yes, it has indeed.
 12 Q. So we're looking at, first of all, an email that is
 13 timed at 8.45 pm on 4 September. The email was sent by
 14 Thomas Hood to Freyja Handy, copying in David Reynolds.
 15 Just to identify who those persons are, is or at least
 16 was Thomas Hood someone who worked for Mansford?
 17 A. Yes.
 18 Q. Freyja Handy was legal counsel to SMG? Is that your
 19 understanding?
 20 A. I haven't come across her name before.
 21 Q. You'll perhaps take it from me that that's the role she
 22 had at the time and in fact still has.
 23 But a name that you will be familiar with, because
 24 it's one of your partners, is David Reynolds, to whom,
 25 the email is copied, one of your partners?

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1 A. Yes.
 2 Q. We can read the email together:
 3 "Hi Freyja, thank you for your email on Friday
 4 afternoon with the final proposed security arrangements.
 5 Please find attached the draft of the permission which
 6 David has been discussing with Wes and promised today."
 7 Wes, you'll be able to confirm, I believe, is
 8 Wes Westley, a very senior figure within SMG; is that
 9 correct?
 10 A. Yes.
 11 Q. "Please see attached email which outlines why this is
 12 the only way this can work for us to support you in your
 13 requirements. In the interests of supporting you in
 14 your opening, we would ask you to agree the letter as
 15 early as possible tomorrow so that we can liaise with
 16 the other stakeholders to try to secure this for you
 17 given how short time now is."
 18 So it appears to be the case that Mansford and SMG,
 19 at a high level, had been discussing the re-opening and
 20 had been discussing the proposal to close the City Room
 21 and, at a low level within Mansford, two documents were
 22 being sent to SMG, namely an email explaining the
 23 position of Mansford and the security proposal. I want
 24 to just look at those two documents.
 25 First of all, we'll look at the proposal that

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1 accompanied that email. This takes us to {INQ035953/5},
 2 first of all, of the same INQ reference.
 3 Mr Smith, you will tell me if I'm taking this too
 4 quickly because I do understand it isn't entirely
 5 straightforward. But is it making sense so far?
 6 A. It is indeed, thank you.
 7 Q. So what we have on the screen is the proposal from
 8 Mansford to SMG. That's the first page of it. Just
 9 flip over to page 2, which is page 6 of the INQ
 10 reference. {INQ035953/6}
 11 Could you enlarge the second half of that page,
 12 please? The bottom half, I should say.
 13 So paragraph 3, we can see reads:
 14 "On all nights when an event is scheduled to take
 15 place at the demised premises [so the arena] you may
 16 during the period of [and the times have been removed as
 17 operationally sensitive] control access via the
 18 City Rooms..."
 19 I don't need to read on in that paragraph, but then
 20 paragraph 3.1 goes on to say:
 21 "You must ensure that this does not impede
 22 pedestrian access and egress at all times via the
 23 City Rooms..."
 24 "By the representatives of the tenant from time to
 25 time of the call centre and by its employees, visitors

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1 and other authorised persons."
 2 Then over the page, please {INQ035953/7}:
 3 "By the representatives of the tenant from time to
 4 time of the go-karting operation and by its employees,
 5 customers (whether or not such customers hold pre-booked
 6 tickets) and other authorised persons;
 7 "By the representatives of the operator from time to
 8 time of the car parking business undertaken in the car
 9 park and by its employees, customers (having lawfully
 10 parked their vehicles in the car park) and whether or
 11 not they hold a car park ticket and other authorised
 12 persons;
 13 "By the representatives of the tenant from time to
 14 time of the Arena Point office block and its employees,
 15 visitors and other authorised persons;
 16 "By the representatives of the superior landlord and
 17 all those authorised by it or them."
 18 So in other words, control over the City Room was
 19 being given to SMG, but it was being made plain that
 20 they had nonetheless to give access to a number of
 21 persons in a number of categories, including, for
 22 example, those who wanted to attend go-karting, whether
 23 or not they had a pre-booked ticket. So that was one of
 24 the documents that accompanied the email that we first
 25 looked at.

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1 The other document that accompanied it was
 2 a separate email which we find at page 3 {INQ035953/3}.
 3 This is an email from David Reynolds, as you told us
 4 a partner at Mansford, being sent to Wes Westley,
 5 a senior figure within SMG:
 6 "Dear Wes, as discussed we have prioritised
 7 supporting your re-opening following the tragic events
 8 at the arena. To meet the tight deadlines for your
 9 revised access arrangements, we proposed in our call
 10 a few weeks ago an appropriate permission licence. In
 11 granting you these temporary rights, we would like you
 12 to be aware that we will be bearing a liability risk
 13 from the other tenants/wider Manchester Arena Estate
 14 given this may cut across extant rights of access as
 15 well as a value risk from potential decreased interest
 16 from current tenants in continuing to occupy space or
 17 new tenants from wishing to occupy these spaces at lease
 18 expiry of the current tenants given any potentially
 19 impaired access.
 20 "In the interests of supporting you as fully as
 21 possible in agreeing all of your proposed changes,
 22 we will bear the short-term liability and value risk.
 23 However, our lawyers have only been able to be
 24 comfortable with doing so from a fiduciary perspective
 25 to our underlying investors by granting these rights on

1 a temporary basis, which I am sure you will appreciate
 2 from the perspective of your own investors."
 3 Just to draw some of these strands together, the
 4 evidence as we understand it will emerge is that after
 5 the arena attack, at a stage at which SMG was wishing to
 6 re-open the arena, there was a request made by SMG of
 7 Mansford to be permitted to close the City Room to those
 8 who did not have concert tickets on the days of shows.
 9 The proposal that came back from Mansford to SMG was
 10 that they could control the City Room but subject to the
 11 conditions that we have described and the explanation
 12 for that being the position of Mansford is that which
 13 I have just read out from the email, which I didn't give
 14 the date and time of, 1 September 2017, timed at
 15 3.45 pm.
 16 So that's where we've got to. Furthermore, our
 17 understanding of how the evidence is likely to emerge
 18 is that SMG then pushed back against the Mansford
 19 proposal, pointing out that the proposal did not give
 20 them effective control because, for example, it required
 21 them, even on show days, to permit access to people who
 22 wanted to attend go-karting even if they didn't have
 23 a ticket.
 24 The next event we see on page 1 {INQ035953/1} of the
 25 same INQ reference.

1 SIR JOHN SAUNDERS: This may be going out of order and you
 2 may be coming to it, but that indicates that temporary
 3 permission was going to be given, but does that mean the
 4 agreement which was proposed ran for a certain period of
 5 time and, if so, what period of time?
 6 MR GREANEY: There will need to be evidence given about
 7 this, but our current understanding of the position, as
 8 we're going to see -- and you've obviously read the
 9 particular part that I'm about to highlight -- is that
 10 on SMG's pushback, Mansford did agree that the City Room
 11 could be closed on show days, effectively on a one-off
 12 basis, but that agreement has persisted since that time.
 13 Obviously, Mr Smith won't be able to help with that
 14 because Mansford ceased to have an involvement in or an
 15 interest, I ought to say, in the arena in 2018.
 16 SIR JOHN SAUNDERS: Thank you.
 17 MR GREANEY: Mr Smith, I've rather indicated our
 18 understanding of where this came to land, but we'll just
 19 look at the email which I'm hoping is on your screen.
 20 Again, this is an email from David Reynolds to
 21 Wes Westley, it's dated 5 September and timed at 12.35.
 22 It reads:
 23 "Dear Wes, I am sorry that speaking today has not
 24 worked for you. It would have been good to discuss
 25 further as we are doing everything we can to try and

1 assist you having received your proposal on Friday
 2 evening. I'm afraid this would now only leave three
 3 business days to reach an agreement between us and get
 4 the other stakeholders on side, which we believe has
 5 a risk of not being achieved. Therefore in our
 6 continued prioritisation of our support to you
 7 re-opening, please take this email as confirmation that
 8 you may go ahead about your arrangements within the
 9 common parts of the arena estate for this Saturday's
 10 tribute concert as you propose. Given timing, we will
 11 immediately begin advising the other stakeholders on
 12 this basis. However, you will, I am sure, appreciate
 13 that this is not a permanent or indeed temporary
 14 arrangement but a unique/'one-off' concession."
 15 So that's a rather long lead-in to the questions
 16 that I have, and in fact there's going to be a bit more
 17 lead-in in one moment. But have you understood the
 18 chain of emails and documents I have taken you through
 19 so far, Mr Smith?
 20 A. Yes, I have.
 21 Q. I'm going to tell you about one other thing which
 22 provides the context for my questions. You may remember
 23 the name James Allen. But if you don't, he was,
 24 throughout the time that we're concerned with, the
 25 general manager of the Manchester Arena, so he was an

1 employee of SMG. Is his name one that is familiar to
 2 you?
 3 A. It is, yes.
 4 Q. He has provided a number of witness statements, and in
 5 particular I'm going to tell you about a passage in his
 6 fourth witness statement, which is dated
 7 28 September 2020, and I'm going to be reading from
 8 paragraph 18 of that statement. The INQ reference for
 9 the transcript, and those interested, is {INQ035963/4}.
 10 He begins by describing the fact that a security review
 11 had been carried out in the period after the arena
 12 attack. He then states:
 13 "Following that review and of course the experience
 14 of the attack we wished to establish an extended
 15 perimeter that involved closing the City Room on show
 16 days. It will be seen from these documents [and by
 17 'these documents' he means emails and other documents
 18 that I have just taken you to] that even after the
 19 attack, Mansford LLP, our landlord, was initially only
 20 willing to allow us to restrict access to the City Room
 21 on the basis that we permitted unlimited access through
 22 the City Room to employees, visitors and customers of
 23 various other venues within the complex, a requirement
 24 that would have completely undermined the security
 25 rationale of the extended perimeter.

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1 "I have no doubt that Mansford's response would have
 2 been even more robust had we sought their agreement to
 3 the closure of the City Room before the attack. In
 4 particular, before the McDonald's in the City Room
 5 closed in December 2016."
 6 So as I'm certain will be obviously to you, I'm
 7 particularly keen to seek your views, as are other core
 8 participants, on the assertion:
 9 "I have no doubt that Mansford's response would have
 10 been even more robust had we sought agreement to the
 11 closure of the City Room before the attack."
 12 So essentially the point that's being made is, even
 13 after the attack, Mansford did not immediately, on being
 14 asked for permission to close the City Room to the
 15 public on show days, grant the permission in the terms
 16 that had been sought.
 17 Against that background, I have two questions,
 18 please, Mr Smith, which are as follows: if SMG had
 19 approached Mansford before the attack and sought
 20 permission to close the City Room to the public on show
 21 days, would permission have been granted? And secondly,
 22 would it make any difference to your answer if it had
 23 been explained at that time by SMG that permission was
 24 sought for security reasons? Do my questions make
 25 sense?

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1 A. They do.
 2 Q. You've listened very patiently to me. Do you feel in
 3 a position to answer those questions?
 4 A. Could you repeat the first question again? Can I take
 5 them one at a time? Is that okay?
 6 Q. Of course. So I'll read them both out again and then
 7 I'll read the first question for a third time because
 8 I read them out together because they do link into each
 9 other.

10 Question 1: if SMG had approached Mansford before
 11 the attack and sought permission to close the City Room
 12 to the public on show days, would permission have been
 13 given? Question 2 is: would it make any difference to
 14 your answer if it had been explained that permission was
 15 sought for security reasons?

16 So question 1: if SMG had approached Mansford before
 17 the attack and sought permission to close the City Room
 18 to the public on show days, would permission have been
 19 granted?
 20 A. I believe we'd have taken a very similar approach in
 21 trying to understand why we were being asked to close
 22 it. So if the first question didn't explain why,
 23 we would have to guess whether it's for a commercial
 24 reason or a security reason, which would obviously be
 25 quite different to events after the attack. But I would

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1 like to think we would take a very similar approach of
 2 trying to work with SMG because they clearly would have
 3 asked us for a very good reason, which would have meant
 4 taking legal advice, and the legal advice that we were
 5 given when we were asked after the event was that in
 6 agreeing to the carte blanche closing we were at risk of
 7 breaching contractual rights to other tenants.
 8 Q. In part you may have answered the second question, but
 9 I'll pose it nonetheless. Would it have made a
 10 difference to your decision or your approach if, when
 11 you were approached before the attack, it had been
 12 explained to you by SMG that the permission was being
 13 sought not to obtain any commercial advantage but
 14 instead permission was being sought to improve or
 15 achieve security at the arena venue?
 16 A. I think with that clarification, I believe we would have
 17 taken the same approach as we did afterwards, which was
 18 an initial yes, we want to do it for you, we just need
 19 to work through with the other stakeholders and get
 20 their agreement and approval. It might just be worth
 21 pointing out that I believe in Mr Allen's evidence there
 22 was an email from Network Rail, the freeholder,
 23 effectively asking why it had been closed and pressing
 24 to keep it open, so they were obviously trying to
 25 balance the interests of other users but very cognisant

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1 of safety requirements.
 2 MR GREANEY: Mr Smith, thank you very much indeed. Those
 3 are all the questions that I have.
 4 Sir, I ask you first of all if you have any
 5 questions of Mr Smith.
 6 SIR JOHN SAUNDERS: I'll wait and see if other people have
 7 them first.
 8 MR GREANEY: Those who have Rule 10 permission to ask
 9 questions are Mr Weatherby and Mr Cooper on behalf of
 10 the families, and Mr O'Connor on behalf of SMG, but all
 11 three have made clear that they would make a judgement
 12 about whether they wished to ask questions once I had
 13 concluded my questions.
 14 So given that Mr Cooper is in -- first of all,
 15 I will ask Mr O'Connor if he wishes to ask any
 16 questions.
 17 MR O'CONNOR: May I ask one or two brief questions?
 18 MR GREANEY: I am sure that would be in order.
 19 SIR JOHN SAUNDERS: Absolutely. It's quite difficult to see
 20 Mr O'Connor at the moment. Don't worry, I can hear you
 21 and that's what matters.
 22 Questions from MR O'CONNOR
 23 MR O'CONNOR: Mr Smith, can you hear me? My name is
 24 Andrew O'Connor, I appear for SMG in this inquiry.
 25 I just want to ask you one or two questions about that

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1 last issue, about your response to a request to close
 2 the City Room. Do you understand?
 3 A. Yes.
 4 Q. I just want to press you a little bit on that last
 5 answer you gave to Mr Greaney. He asked you what your
 6 approach would have been if you had been asked to close
 7 the City Room understanding that it was a request made
 8 on the basis of security concerns and your response was
 9 that you thought that your reply would have been: yes,
 10 we want to do it for you, but we would need to balance
 11 the interests of the other tenants.
 12 In fact, the answer that you gave even after the
 13 attack was not, "Yes, we want to do it for you", but,
 14 "No, we can't close the City Room because of the
 15 interests of the other tenants"; that's right, isn't it?
 16 A. We were acting under a very short timescale, is my
 17 recollection, before the re-opening and we were
 18 concerned that we weren't given enough time to get all
 19 the other tenants on board, which is why we wanted to
 20 adopt a temporary approach.
 21 Q. This was a question that you had been asked in the wake
 22 of the attack, where 22 people had been killed. It's
 23 reasonable to assume, isn't it, that your response would
 24 have been even less permissive if a request had been
 25 made before the attack?

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1 A. I believe the principal difference would have been the
 2 length of time it might have taken to agree
 3 documentation to allow things to go ahead. There would
 4 probably have been less urgency.
 5 Q. Do you think there is any prospect, if you had been
 6 asked before the attack to agree these arrangements,
 7 that you would have agreed it on an indefinite basis?
 8 A. I think provided there were safeguards in place that
 9 didn't mean we were breaching contracts, I don't see why
 10 we wouldn't have agreed to that.
 11 Q. Well, those safeguards would have been the safeguards
 12 that we've seen today, which involved allowing visitors,
 13 guests, employees of all the tenants to pass through the
 14 City Room; is that what you mean?
 15 A. No, I meant having time to consult with the various
 16 parties to get their agreement to extinguish their
 17 rights.
 18 Q. Let's just take an example of the McDonald's restaurant
 19 that was in the City Room during 2016 and before. They
 20 wouldn't have agreed, would they, to allow essentially
 21 the only access to their restaurant to be closed on
 22 what was presumably some of their busiest times?
 23 A. I don't know that level of detail, I'm afraid, on the
 24 asset on the part of McDonald's and when they were
 25 operating.

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1 Q. Do we understand your evidence correctly then, Mr Smith,
 2 to say that what you would have done was sought to
 3 acquire the agreement of the other tenants to this
 4 proposal and if you hadn't obtained that agreement then
 5 it wouldn't have been something you could have worked
 6 with?
 7 A. I believe we would have been keen to avoid being in
 8 breach of contract, but there would have been commercial
 9 workarounds, presumably, with regard to buying tenants
 10 out and doing other things in that context, I'd have
 11 thought, if it was that important at the time.
 12 MR O'CONNOR: Thank you very much, Mr Smith. I don't have
 13 any more questions for you.
 14 MR GREANEY: Given that Mr Cooper is in the room, I will ask
 15 him next if he has questions on behalf of families he
 16 represents.
 17 MR COOPER: Sir, as you will understand, the family core
 18 participants liaise very closely and collaborate with
 19 their questions and I understand that Mr Weatherby will
 20 be leading on this matter.
 21 SIR JOHN SAUNDERS: Thank you.
 22 MR GREANEY: Mr Weatherby is attending via the link for good
 23 reason and I will ask him if he has questions to ask.
 24 Questions from MR WEATHERBY
 25 MR WEATHERBY: Thank you, Mr Greaney, and thank you to

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1 Mr Cooper for passing it on to me.
 2 Very briefly from me, Mr Smith, can you hear me
 3 okay?
 4 A. Yes, I can.
 5 Q. I only have a very few questions and they are
 6 clarification questions; I'm not going to challenge your
 7 evidence in any way. I represent seven of the bereaved
 8 families. My name is Pete Weatherby, and as Mr Cooper's
 9 just said, I'm leading for the families. They may or
 10 may not have some further questions for you.
 11 Very, very swiftly, because Mr Greaney has covered
 12 most of the ground here, but your duties were to your
 13 shareholders, is that right?
 14 A. Yes.
 15 Q. And one of those duties would be to protect the asset
 16 that you held, which was the headlease at the arena?
 17 A. Yes.
 18 Q. In the context that we're talking about, that would
 19 obviously mean having regard to any advice you got about
 20 security or, in particular, counter-terrorism security?
 21 A. Yes.
 22 Q. But also you had, as you've said, contractual
 23 obligations to other parties within the complex?
 24 A. Yes, indeed.
 25 Q. So is your answer that you would have probably taken the

25

1 same approach that you would have had to have been
 2 careful to balance the contractual rights but that you
 3 would have taken any counter-terrorism or security
 4 advice that had been offered very seriously indeed?
 5 A. Yes.
 6 Q. Therefore, the proper way of reading the material that
 7 Mr Greaney has put to you is that you were simply being
 8 careful in order to safeguard all of the rights
 9 involved?
 10 A. Yes.
 11 Q. But it would not be right to read them that there was
 12 a reluctance to take advice or prudent measures to
 13 improve the counter-terrorism position?
 14 A. Yes, correct.
 15 Q. Thank you, that's very helpful.
 16 Just one other issue of detail. You've told us
 17 already that, of course, you're involved in investment
 18 business and that you have no operational involvement
 19 and therefore no involvement or indeed expertise in
 20 terms of security; is that right?
 21 A. Yes, that's right.
 22 Q. Therefore you acquired the headlease with the facilities
 23 management agreement already in place and relied upon
 24 that agreement for the security position, including the
 25 counter-terrorism security position, is that right?

26

1 A. Yes, that's right.
 2 Q. We understand from other evidence that there were
 3 regular meetings and emails with SMG monthly in both
 4 cases regarding a number of different issues; is that
 5 something you're familiar with?
 6 A. I have seen the witness statement stating that -- we
 7 didn't take part in those meetings, I believe.
 8 Q. Right. They refer to a landlord agent, so would that be
 9 an agent acting on your behalf?
 10 A. Yes, correct.
 11 Q. I'm not going to ask you any detail at all about this,
 12 but would I be right that those meetings would be to
 13 ensure, so far as you were able through an agent, that
 14 the facilities management arrangements were working as
 15 they should?
 16 A. Yes, through a broad commercial perspective they would.
 17 Q. But in no way were you as landlord auditing or
 18 supervising the security arrangements?
 19 A. Yes, correct.
 20 Q. Finally, one specific detail. I just want to ask you
 21 about CCTV. Part of the security arrangements in the
 22 complex generally, but the City Room in particular, was
 23 CCTV, and that would, of course, involve putting cameras
 24 up in common parts. Was Mansford consulted about the
 25 putting up of CCTV and did it play any part in where

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1 those CCTV cameras were placed?
 2 A. I believe not.
 3 MR WEATHERBY: Thank you very much indeed, Mr Smith.
 4 MR GREANEY: Sir, is I think I missed out Mr Atkinson when
 5 I mentioned the list earlier and he does wish to ask
 6 questions.
 7 Questions from MR ATKINSON
 8 MR ATKINSON: Very briefly.
 9 Mr Smith, can I take you back to the facilities
 10 management agreement, and this -- Mr Lopez, can you take
 11 us to {INQ022832/1}? Can you see that, Mr Smith?
 12 A. I can see it.
 13 Q. So we see the date at the top of this document,
 14 15 June 2010, so to state the obvious, this was
 15 a facilities management agreement that was already in
 16 place before Mansford acquired its interest in the arena
 17 and continued to be the facilities management agreement
 18 in place throughout the period that you had that
 19 interest; is that right?
 20 A. Yes.
 21 Q. At {INQ022832/5}, which Ms Montgomery very helpfully
 22 directed our attention to earlier, towards the bottom of
 23 the page we can see reference to the definition of the
 24 site the chairman was asking about a little earlier.
 25 But at the bottom of the page:

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1 "Supervising officer . A responsible officer or
 2 employee of the client or someone appointed by the
 3 client ."
 4 Was there a supervising officer from the client ,
 5 meaning Mansford, during the period that Mansford had
 6 its interest in the arena?
 7 A. No, is the short answer.
 8 Q. We can look at various parts of the agreement that set
 9 it out if it would help you, Mr Smith. The supervising
 10 officer did have the ability , for example, to require
 11 SMG to remove staff, for example its facilities manager,
 12 if there had been one. Does that accord with your
 13 understanding? We can look at a paragraph if it would
 14 help.
 15 A. I'd need to read the paragraph.
 16 Q. Then let us do that. I wonder if we could go to
 17 {INQ022832/8} of the document, please. The bottom of
 18 the page, paragraph 5.5:
 19 "The supervising officer may at any time in writing
 20 require the service provider [that would be SMG]
 21 immediately to cease to employ in connection with this
 22 agreement any person including the facilities
 23 manager..."
 24 So Mansford could have had an involvement in that
 25 regard if it had appointed a supervising officer and if

1 it had chosen to do so; is that right?
 2 A. I normally rely on my lawyers to tell me, but I believe
 3 that's what it says.
 4 Q. If we could go on to {INQ022832/15} of the document,
 5 please, Mr Lopez. At paragraph 8.13:
 6 "The client may give reasonable directions to the
 7 service provider [so that would be Mansford giving
 8 reasonable direction to SMG] in relation to the
 9 performance or completion of the services and any other
 10 matters connected with the facilities , the site and any
 11 other contract or subcontract."
 12 So would that have included, should Mansford have
 13 chosen to do so, giving direction to SMG in relation to
 14 how it operated the security at the arena?
 15 A. That appears to be what that contract says, but that's
 16 certainly not how it operated.
 17 Q. How it operated was under the service level agreement,
 18 which is referred to in the contract and is set out
 19 within it. If I could ask, please, to go to
 20 {INQ022832/42} of the document. If we could blow up the
 21 general responsibilities . One of the general
 22 responsibilities , and these are general responsibilities
 23 of SMG as the service provider, was liaison with a whole
 24 series of others that are there listed , including,
 25 obviously, Mansford, and if they had appointed one, its

1 supervising officer .
 2 But also do we understand from the third paragraph
 3 down:
 4 "SMG designated facility manager will liaise at
 5 least weekly with the major tenants..."
 6 Would that be the other tenants within the arena
 7 complex?
 8 A. I don't know, I'd have to read the — I can't see the
 9 wording you're referring to.
 10 Q. I'm so sorry, my fault entirely . The first paragraph
 11 begins with "liaison with the SO". Are you with me?
 12 A. Yes.
 13 Q. Thank you so much. So SMG were required, had there been
 14 one, to have liaised with Mansford's supervising
 15 officer . The second paragraph:
 16 "SMG's... facilities manager... to be on site and
 17 available during the operation of the complex."
 18 Are you still with me?
 19 A. Yes.
 20 Q. Excellent. And then this is the one I was actually
 21 directing your attention to:
 22 "SMG's designated facility manager will liaise at
 23 least weekly with the major tenants or their
 24 representative ... "
 25 And by major tenants, does that mean the other

1 tenants within the arena complex?
 2 A. I believe so.
 3 Q. So the people whose agreement would be necessary to the
 4 changing of the arrangements for the City Room were
 5 persons or organisations with whom SMG was required to
 6 be in at least weekly contact?
 7 A. Yes.
 8 Q. And finally, if we could go to the next page, please,
 9 Mr Lopez, {INQ022832/43}, "Meetings", 2.2.2, in the
 10 bottom half of the page:
 11 "SMG will attend four weekly meetings, as arranged,
 12 for the purpose of reporting on the conduct of the
 13 contract and identifying any circumstances which may be
 14 prejudicial to its success. Also to liaise with all
 15 other major occupants and to identify any problem areas
 16 and agree the events of the next 4-week period. SMG
 17 will submit to the SO [if there had been one] reports
 18 covering each 3-month period."
 19 Do we understand that, so far as you understand it,
 20 Mansford was not participating in any such meetings?
 21 A. Correct, meetings were ad hoc.
 22 Q. Rather than four-weekly?
 23 A. Yes.
 24 Q. But again, meetings between SMG and the other tenants
 25 were certainly mandated as well?

1 A. Yes.
 2 Q. So if SMG had identified circumstances prejudicial to
 3 the success of its security operation at the arena, it
 4 had the mechanism under the agreement to raise that,
 5 both with you and with the other tenants?
 6 A. Yes.
 7 MR ATKINSON: Thank you so much.
 8 MR GREANEY: Sir, as we saw earlier, Mr Smith is assisted by
 9 Ms Montgomery and it may be that you'll wish to see
 10 whether she has any supplementary questions on important
 11 issues.
 12 SIR JOHN SAUNDERS: I would like to ask some questions but
 13 I would like to know beforehand, is anyone else going to
 14 give evidence who will have better knowledge of the
 15 legal consequences of trying to close access of the
 16 City Room or is this the witness to whom I should ask
 17 those questions?
 18 MR GREANEY: I believe this is the witness to ask these
 19 questions of.
 20 Questions from THE CHAIRMAN
 21 SIR JOHN SAUNDERS: Mr Smith, I believe you depend on your
 22 lawyers to answer these questions, so if you don't know
 23 them or if you have legal advice which you don't want to
 24 disclose, that is entirely up to you, do you understand?
 25 A. Yes.

1 SIR JOHN SAUNDERS: At whatever stage you were asked to
 2 close the City Room to other people except to others who
 3 were not going to the arena, you would have needed,
 4 presumably, to at least have consulted the other tenants
 5 who shared the City Room?
 6 A. Yes, sir.
 7 SIR JOHN SAUNDERS: And presumably, under their leases, they
 8 had the right to cross the City Room and for their
 9 customers to across the City Room in order to enter
 10 their premises whatever they may be doing?
 11 A. I believe so, sir.
 12 SIR JOHN SAUNDERS: Could you actually have prevented that
 13 happening without their agreement, ie if it was before
 14 this closing the City Room, which would have occurred
 15 before the explosion took place, when McDonald's was
 16 there, would you have had to get their permission under
 17 the lease in order to close it for periods when the
 18 arena was doing a concert?
 19 A. I believe so.
 20 SIR JOHN SAUNDERS: And if they refused their permission,
 21 would you have been able to close it? Or is that
 22 a matter you'd need the advice of your lawyers on?
 23 A. Yes, I would have to have asked our lawyers.
 24 SIR JOHN SAUNDERS: But perhaps normally, with your
 25 experience of leases and matters like that, if someone

1 has a right to enter and cross at all times and you
 2 wished to take it away, that presumably would have some
 3 commercial consequences because you might have to buy
 4 out their lease, I assume?
 5 A. Yes, sir.
 6 SIR JOHN SAUNDERS: Right. So at whatever stage you were
 7 asked, before or after the explosion, this required
 8 negotiation and the agreement of the other tenants,
 9 presumably?
 10 A. Yes, sir.
 11 SIR JOHN SAUNDERS: Have you any idea how easy or difficult
 12 that was to get after the explosion?
 13 A. I don't. The tone of the correspondence that's been
 14 included in the witness statement relates to a period of
 15 fast-moving events where we were asked to give
 16 permissions, which we gave. We were very wary of giving
 17 permanent permissions that would last another 35 years
 18 without going through a process, and that was a major
 19 consideration. But equally we didn't want to prevent
 20 SMG from successfully re-opening, so it was a balancing
 21 act.
 22 SIR JOHN SAUNDERS: Right. Thank you.
 23 Ms Montgomery, did you want to ask any questions to
 24 clarify anything which has been asked?
 25 MS MONTGOMERY: Thank you, no, sir, although I would add, as

1 you'll have picked up from the documents, that the
 2 superior landlord also had rights of access in relation
 3 to the City Room, so they would have had to be consulted
 4 as well.
 5 SIR JOHN SAUNDERS: Right. Network Rail?
 6 MS MONTGOMERY: Yes, and as Mr Smith pointed out,
 7 {INQ035950/1} is indeed from Northern Rail, asking why
 8 the City Rooms are closed.
 9 SIR JOHN SAUNDERS: Right. Thank you very much.
 10 Any more questions, Mr Greaney?
 11 MR GREANEY: No, we have no further questions, sir,
 12 thank you.
 13 SIR JOHN SAUNDERS: Mr Smith, thank you very much for your
 14 attendance and for giving your time to help us today.
 15 Thank you very much for that.
 16 Can I also say thank you very much to the people who
 17 have organised the link, which appears to have worked
 18 perfectly well. That is not always the case, unhappily,
 19 so thank you very much to those who achieved it.
 20 Thank you, Mr Smith.
 21 A. Thank you, sir.
 22 (The witness withdrew)
 23 MR GREANEY: Thank you.
 24 Sir, next, Mr Henderson is going to read a witness
 25 statement and summarise a further witness statement.

1 Both of those statements also deal with issues relating
 2 to the ownership of the arena. But before that
 3 happens -- I can see it's just occurred -- we're going
 4 to go to the clear screen so that the area that I am in
 5 can be cleaned before Mr Henderson comes into it. It
 6 will only take one moment.
 7 (Pause)
 8 SIR JOHN SAUNDERS: Thank you. Mr Henderson.
 9 Witness states of MR JAMES NATTRASS (read) (summarised)
 10 MR HENDERSON: Thank you, sir.
 11 I am going to summarise the evidence contained in
 12 the statements from two witnesses, James Natrass and
 13 Mr Ben Walford.
 14 First, Mr James Natrass. Mr Natrass is the
 15 director of incident management and operational security
 16 for Network Rail and he has provided a statement in
 17 response to a request from the inquiry legal team asking
 18 for a corporate statement explaining the legal
 19 relationships between Network Rail, the train-operating
 20 companies or TOCs, and other tenants at
 21 Manchester Victoria station complex. That statement can
 22 be found for the purposes of the transcript at
 23 {INQ025591/1}. It's attested by a statement of truth
 24 dated 24 October 2019.
 25 I am simply, sir, going to summarise the facts set

1 out at paragraphs 13 to 29 of that statement. Some of
 2 the other parts of that statement will be summarised
 3 later on in chapter 10 of the inquiry hearings.
 4 SIR JOHN SAUNDERS: Thank you.
 5 MR HENDERSON: "Network Rail is an arm's length public body
 6 of the Department of Transport. It is the owner and
 7 infrastructure manager of most of the railway network in
 8 Great Britain. Its predecessor organisation until 2002
 9 was Railtrack plc. Network Rail manages around 18 of
 10 the largest, busiest and most complex main line railway
 11 stations across the rail network. Smaller stations are
 12 wholly managed and operated by the train-operating
 13 companies as part of their franchise arrangements.
 14 "In Manchester, Network Rail operates Manchester
 15 Piccadilly, but Manchester Victoria station is operated
 16 by the train-operating company, which is Northern Rail.
 17 They are the station facility operator and Network Rail
 18 does not have any resident staff at Victoria Station.
 19 "Network Rail holdings the freehold on
 20 Manchester Victoria station and the surrounding
 21 buildings and railway infrastructure. It therefore
 22 retains responsibility [as we have heard] as the
 23 superior landlord, and the parties taking up leases
 24 assume responsibility as tenants."
 25 Mr Lopez, I wonder if we could bring up

1 {INQ003943/1}.
 2 We can see there a copy of the plan with which
 3 we are becoming familiar of the arena and the station
 4 complex. On this occasion, we can see that the freehold
 5 ownership of Network Rail is outlined in green. So
 6 everything that is coloured green is Network Rail's
 7 freehold.
 8 There is a headlease for the arena complex, dated
 9 29 December 1995, between Network Rail's predecessor,
 10 Railtrack plc, and a company called Vector Investments.
 11 This was subject to a deed of variation dated
 12 10 July 2018 to MIF 1 Managing Trustee No.1 Limited and
 13 MIF 1 Managing Trustee No.2 Limited. The arrangements
 14 set out within that deed of variation were actually in
 15 effect from some time before, including on 22 May 2017.
 16 Thank you, Mr Lopez, we can take that down.
 17 Mansford LLP, as we have heard, was an investor
 18 in the managing trustee companies until 2018 when
 19 Prestbury Investments LLP took over. Network Rail does
 20 not have a direct contractual relationship with any
 21 sub-tenant within the arena complex such as SMG and did
 22 not do so in May 2017.
 23 Some of Network Rail's land is also transferred
 24 under their grant to Transport for Greater Manchester,
 25 and they run the Metrolink system. As for Manchester

1 Victoria Station itself, Network Rail is landlord to the
 2 tenant, Northern Rail, and Northern Rail has subsidiary
 3 arrangements with its own tenants and other train
 4 companies.
 5 The lease between Network Rail and Northern Rail is
 6 regulated by the Railway Act 1993. There is
 7 a relatively complex web of agreements and conditions.
 8 We don't need to go into the details, but they are
 9 perhaps best summarised in a diagram, and Mr Lopez, if
 10 you could bring up {INQ025591/4}.
 11 Thank you very much. If we could focus in on that
 12 diagram at the bottom.
 13 For the purposes of the inquiry, sir, what is
 14 relevant is that under this web of agreements and
 15 conditions, firstly, Network Rail and all train
 16 operating companies are category 2 responders under the
 17 Civil Contingencies Act 2004. This means they are
 18 responsible for sharing information with and supporting
 19 the category 1 responders, which is broadly the
 20 emergency services. They also have a right to be
 21 invited to and attend Local Resilience Forum meetings,
 22 and those are used to plan for the response to emergency
 23 situations.
 24 Secondly, Network Rail's liaison with the BTP
 25 resilience officers, the train-operating companies and

1 others is undertaken through the Local Resilience Forum
 2 meetings. Those plan and execute exercises, training
 3 events and debriefs. There is also a Rail Emergency
 4 Planning and Coordination Committee, which meets every
 5 6 months, chaired by Network Rail staff.
 6 Sir, that's everything I think that's relevant for
 7 now from Mr Natrass' statement.
 8 Witness statement of MR BEN WALFORD (read) (summarised)
 9 MR HENDERSON: Sir, the second statement I have to summarise
 10 and also I will read a portion of it is a statement from
 11 Mr Ben Walford. That statement can be found for the
 12 transcript at {INQ029174/1}. It is attested by
 13 a statement of truth dated 18 December 2019.
 14 Mr Walford is a partner at
 15 Prestbury Investments LLP. That is currently the
 16 investment manager of the Manchester Arena complex by
 17 the beneficial long leasehold owner of the arena, a unit
 18 trust called MIF 1 Unit Trust. MIF has no employees,
 19 it is a shell company which exists purely to own the
 20 arena and let it out to an operator.
 21 The actual long leasehold on the arena is held on
 22 trust for MIF by two trustee companies, the
 23 imaginatively named MIF Managing Trustee No.1 Limited
 24 and MIF Managing Trustee No.2 Limited, to which I've
 25 already referred.

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1 Prestbury LLP had no involvement in the arena in
 2 May 2017. As we have heard from Mr Smith, MIF had
 3 appointed Mansford LLP to manage the arena at that time.
 4 Between 9 March and 2 July 2018, ownership of MIF
 5 was transferred and following the change of control,
 6 Prestbury LLP were appointed to manage MIF's ownership.
 7 The original headlease for the arena between
 8 Railtrack plc and Vector Investments Limited, which
 9 lasts for 199 years, was entered into on
 10 29 December 1995; it expires on 23 June 2194.
 11 It was varied by a conditional contract in 2013 in
 12 view of the significant building work done to
 13 Manchester Victoria station at that time. A formal deed
 14 of variation was finally made on 19 July 2018 between
 15 Network Rail and MIF.
 16 However, the building works at Victoria Station were
 17 actually substantially completed by 5 October 2015 and
 18 so we have heard that the change in physical
 19 arrangements by the time of the concert on 22 May 2017
 20 and the draft deed of variation arrangements applied
 21 from 2015.
 22 The arena is and was in May 2017 let by MIF to SMG,
 23 specifically SMG Europe Holdings Limited, which is
 24 an SMG company incorporated in England and Wales, and
 25 SMG, which is an American company, specifically

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1 a Pennsylvania general partnership.
 2 I'm now going to read just a few paragraphs directly
 3 from Mr Walford's statement and bring up a document to
 4 help understand the current arrangements. Mr Walford
 5 says from paragraph 21 of his statement as follows:
 6 "The City Room gives access to Manchester Victoria
 7 station and the arena complex and specifically to:
 8 "(a) The arena itself as let to the tenants
 9 [I interpose that's SMG] under the lease. The access is
 10 via the arena's eastern corner;
 11 "(b) A call centre office let to Serco Limited;
 12 "(c) A multi-storey car park let to Manchester City
 13 Council and operated by NCP on their behalf."
 14 Pausing there, could we bring up {INQ025648/1}?
 15 This is perhaps a helpful diagram simply illustrating in
 16 four different colours the main tenants of the arena
 17 complex. So we can see outlined in red on the left-hand
 18 side the arena, which is under the control of SMG.
 19 We can then see in blue the City Room, which, as we have
 20 heard, has public access and various other tenants'
 21 rights of access across it. To the right of that we can
 22 see outlined in light green the call centre, which is
 23 under the control of Serco. And then on the right-hand
 24 side, in brown, is the multi-storey car park, which is
 25 managed by NCP.

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1 SIR JOHN SAUNDERS: And the go-kart operator?
 2 MR HENDERSON: You can't see it on this plan because it's on
 3 a different level, but it is within the same building
 4 space.
 5 SIR JOHN SAUNDERS: And accessed through the City Room?
 6 MR HENDERSON: Indeed.
 7 SIR JOHN SAUNDERS: Do you happen to know how?
 8 MR HENDERSON: I'm afraid not from the top of my head or
 9 this diagram. We can double-check that.
 10 SIR JOHN SAUNDERS: Thank you.
 11 MR HENDERSON: Next, sir, I'm going to read a little from
 12 Mr Walford's statement about the relevant terms of the
 13 lease. We have heard some of this already. This is at
 14 paragraph 25 of his statement:
 15 "Under the terms of the lease, the City Room falls
 16 within the common parts as identified in the original
 17 lease. Under the terms of the lease, as set out to the
 18 second schedule, the tenants have the following rights
 19 in respect of the common parts:
 20 "(a) [under paragraph 3] The free and uninterrupted
 21 right in common as aforesaid of pedestrian access to and
 22 egress from the demised premises over the common parts;
 23 "(b) [paragraph 7] The exclusive right to maintain
 24 and position and use the public address system and the
 25 closed-circuit television system situated within the

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1 common parts.
 2 "For the avoidance of doubt, the right of access set
 3 out in paragraph 3 is granted in common with MIF and all
 4 persons authorised by MIF or otherwise entitled.
 5 "Pursuant to clause 4.6.1 of the original lease, MIF
 6 has the obligation to provide basic services to the
 7 tenants as set out at paragraph 1.1 of the sixth
 8 schedule. The basic services benefiting the common
 9 parts include, but are not limited to, repairing,
 10 cleaning, decorating and lighting them, whilst providing
 11 hot and cold water, towels and soap for the toilets and
 12 maintaining the fire alarm system.
 13 "Pursuant to clause 4.6.1, MIF may also provide such
 14 of the additional services as the landlord from time to
 15 time reasonably considers appropriate in all respects in
 16 accordance with the principles of good estate
 17 management. The additional services are set out at
 18 paragraph 2.1 of the sixth schedule. The additional
 19 services that may benefit the common parts include but
 20 are not limited to carpeting, furnishing and equipping
 21 them, providing heating and, when required, providing
 22 security."
 23 SIR JOHN SAUNDERS: I think it's:
 24 "Providing heating when required, and providing
 25 security."

1 MR HENDERSON: I beg your pardon, sir, you were following it
 2 better than I am. Yes:
 3 "Providing heating when required, and providing
 4 security."
 5 "Clause 4.6.2 of the original lease confirms that
 6 MIF is not required to provide the services in certain
 7 circumstances, including where it is prevented from
 8 doing so by circumstances beyond its control."
 9 Then, sir, we have the facilities management
 10 agreement, lastly, which we have already heard about
 11 from Mr Smith and the security experts yesterday.
 12 This is quoting directly from Mr Walford's
 13 statement, paragraph 34:
 14 "Although the terms of the lease impose on MIF the
 15 obligations as summarised above in respect of the common
 16 parts, the tenants have agreed separately with MIF to be
 17 responsible for the day-to-day management of the entire
 18 arena complex, including the City Room, pursuant to
 19 a facilities management agreement dated 15 June 2010."
 20 Then passing down to paragraph 37:
 21 "The facilities management agreement is intended to
 22 be a long-term arrangement between the parties for the
 23 duration of the lease. The practical effect of the
 24 facilities management agreement is to make the tenants
 25 responsible for providing all day-to-day services at the

1 arena. Obligations imposed on the tenants by the
 2 facilities management agreement include a duty imposed
 3 by clause 4.1 to carry out the facilities services
 4 outlined in part 1 of the second schedule. These
 5 include but are not limited to... "
 6 And the one for our purposes which is relevant is
 7 contingency service 3, the provision of a security
 8 service.
 9 The other paragraph I wish to read for relevance is
 10 paragraph 41:
 11 "Pursuant to clause 4.1 of the facilities management
 12 agreement, the tenants are also responsible for carrying
 13 out the services set out in the service level agreement
 14 contained in the fourth schedule to the facilities
 15 management agreement. The obligations outlined are
 16 extensive but the security provisions at paragraph 2.10
 17 are most relevant. In this regard, paragraph 2.10.1
 18 confirms the tenants will provide and operate a 24-hour,
 19 7 days a week security service. Minimum duties are
 20 stipulated at paragraph 2.10.2. These include but are
 21 not limited to:
 22 "(a) Monitoring, operating and testing the security
 23 alarm, intruder detection and security surveillance
 24 systems;
 25 "(b) Monitoring the automatic fire direction

1 systems;
 2 "(c) Foot patrols of the buildings;
 3 "(d) Medical first aid at all times of operation;
 4 "(e) Initiating a response in emergency situations;
 5 "(f) Reception of responding public emergency
 6 services."
 7 Lastly, sir, as managers of the and's landlord,
 8 Prestbury LLP have taken steps since 2018 to ensure that
 9 SMG are fulfilling the responsibilities under the lease,
 10 the facilities management agreement and the service
 11 level agreement to which I have just referred. I will
 12 read from paragraphs 46 to 48 of Mr Walford's statement:
 13 "High-value services carried out by the tenants
 14 under the facilities management arrangement must be
 15 approved by a representative of MIF as the nominated
 16 supervising officer. In this case, I am the current
 17 supervising officer and I have therefore played an
 18 active role in liaising with the tenants concerning the
 19 services undertaken under the facilities management
 20 arrangement.
 21 "As well as providing an opportunity to ensure that
 22 tenants are complying with their obligations under the
 23 leases and the FMA, this liaison is also important from
 24 a landlord's perspective as security arrangements
 25 concerning the common parts must be integrated with

1 rights granted to other tenants of the building. For
 2 example, before the City Room was recently re-opened to
 3 the public, I met with the tenants to" --
 4 SIR JOHN SAUNDERS: Mr Henderson, I'm really sorry, I'm
 5 going to have to stop you. I wanted you to read that
 6 bit out because the evidence we've just heard from
 7 Mansford is that they were when it was re-opened. Now,
 8 this may be another re-opening, I have no idea, but it
 9 needs to be clarified, I think, please.
 10 MR HENDERSON: The reference to recently re-opened to the
 11 public?
 12 SIR JOHN SAUNDERS: Yes, whether that's the re-opening
 13 Mr Smith was talking about, in which case I don't
 14 understand why he would be having discussions about this
 15 particular witness, Mr Walford would be having
 16 discussions about it, or whether it's a different
 17 re-opening we're talking about. Perhaps that could be
 18 clarified.
 19 MR HENDERSON: We will take that away and ask Mr Walford to
 20 clarify it.
 21 SIR JOHN SAUNDERS: Thank you. I may have to stop you again
 22 during this paragraph, but we'll see how we go.
 23 MR HENDERSON: That's fine. I will pick up just from the
 24 sentence where I left off --
 25 SIR JOHN SAUNDERS: Do start it again, please. Read from

1 the beginning.
 2 MR HENDERSON: "For example, before the City Room was
 3 recently re-opened to the public, I met with the tenants
 4 to find out how they would be implementing their events
 5 and non-event day security processes to best protect
 6 their customers, other occupiers of the arena complex,
 7 and the general public. The review included ensuring
 8 their procedures had been devised by suitably qualified
 9 professionals. Current procedures are based on advice
 10 the tenants received from Guidepost Solutions LLC, a USA
 11 security specialist known to the tenants, and the
 12 expertise of the tenants' security director,
 13 Gary Simpson, a former chief inspector with the Greater
 14 Manchester Police force.
 15 "I understand that Mr Simpson has experience in
 16 managing large-scale public events, such as music
 17 festivals, sporting fixtures and political protests. In
 18 doing so we discussed, amongst other things, how access
 19 to the City Room space would be managed for future
 20 events, the protocol for security patrols, inspections
 21 and CCTV monitoring. We also discussed what impact
 22 these activities could have on other tenants of the
 23 building as well as what permissions the tenants needed
 24 to be able to implement security protocols, such as
 25 restricting access to the City Room on event days to the

1 tenants of the building and members of the public who
 2 possess a ticket."
 3 SIR JOHN SAUNDERS: Please stop. One of the problems about
 4 reading this statement is that tenant with a capital T
 5 in the statement means SMG by definition earlier on and
 6 tenants which appears with a little T elsewhere means
 7 all the tenants of the property including other people
 8 who might want to have access to the premises. And it
 9 may be, and it may be SMG can help about this, we need
 10 clarification now about what has actually been done
 11 about access to other tenants with a little t into the
 12 premises when the barrier has been put back because at
 13 the moment it's not clear to me -- and I don't know
 14 whether the situation is any different from the one that
 15 Mansford were facing or not. No doubt that can be
 16 clarified.
 17 MR HENDERSON: I'm sure we can clarify that with some of the
 18 SMG witnesses.
 19 SIR JOHN SAUNDERS: That's the difficulty of reading the
 20 statement with different tenants with big Ts and little
 21 Ts.
 22 MR HENDERSON: Should I just read out that last paragraph
 23 and insert "SMG" where the capital T tenants is put
 24 because that's what it means, just for clarity on the
 25 transcript?

1 SIR JOHN SAUNDERS: Okay, thank you.
 2 MR HENDERSON: That final sentence reads:
 3 "We also discussed what impact these activities
 4 could have on other tenants of the building [that's
 5 small t] as well as what permission the tenants [capital
 6 T] SMG needed to be able to implement security
 7 protocols, such as restricting access to the City Room
 8 on event days to the tenants [multi] of the building and
 9 members of the public who possess a ticket."
 10 SIR JOHN SAUNDERS: Which suggests that other tenants with
 11 a little t still have access to the building in some way
 12 on those days, but as I say (overspeaking) SMG can
 13 clarify when they (overspeaking).
 14 Thank you.
 15 MR HENDERSON: The final paragraph to read, sir, and I'll
 16 make it clear when tenants refers to SMG here:
 17 "Although the tenants [capital T, SMG] have
 18 discussed the security protocols they have implemented
 19 with me, responsibility for delivering and managing
 20 security remains with the tenants [again, a reference to
 21 SMG]. As such, protocols are open to change, subject to
 22 the overriding obligations on the tenants [SMG] set out
 23 in the lease and the facilities management agreement.
 24 I am therefore not in a position to describe any
 25 specific processes being actioned day to day, but

1 suffice to say I am satisfied that the tenants [SMG]
 2 take their security obligations very seriously and they
 3 have sought guidance from knowledgeable consultants in
 4 this field."

5 SIR JOHN SAUNDERS: Thank you.
 6 MR HENDERSON: Thank you, sir.
 7 I understand that that might be the best time to
 8 take the morning break and so I'd invite you to rise
 9 until 11.30.

10 SIR JOHN SAUNDERS: Okay, thank you very much. 11.30.
 11 (10.55 am)

12 (A short break)
 13 (11.30 am)

14 MR DE LA POER: Sir, you will see that Mr Swift is in the
 15 witness box, but before we turn to him, meaning him no
 16 discourtesy, may I just deal with something that arose
 17 in the previous session to seek to assist you and those
 18 who may be watching with the matter that you raised
 19 about the go-karting.

20 SIR JOHN SAUNDERS: Thank you.
 21 MR DE LA POER: It will require us to look at two documents.
 22 The first is {INQ033841/1}, please. Thank you very much
 23 indeed.
 24 If we focus our attention and perhaps the cursor as
 25 well, please, on the City Room. In the top left—hand

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1 corner as we look at this map, there is the area that
 2 narrows to that short corridor from which there is
 3 a staircase down marked in yellow on this. That
 4 staircase emerges on to a landing from which you can
 5 access, at the top of it, the car park and, in the
 6 bottom left, the Trinity Way tunnel.
 7 What is not marked on that plan, but we're going to
 8 have a look at a photograph in a moment, is that within
 9 that Fifty Pence Piece Landing, as it's known, which we
 10 understand to be a reference to its approximate shape
 11 and the fact that it has five exits off it, there is
 12 a lift and if we can see that now, please,
 13 {INQ033897/1}.

14 In the top centre you will see the grey doors of the
 15 lift in between the stairs to the City Room and the
 16 short flight of stairs down to the Trinity Way tunnel.
 17 It's our understanding that that lift gives access to
 18 a basement level of the arena — I'm grateful to my
 19 learned friend Mr O'Connor, who's assisted me with
 20 this — and it is via that lift that there's at least
 21 one access to the go-karting arena, which isn't shown on
 22 any of our plans because it is on a sub-level of the
 23 arena and the Victoria Railway Station complex. That is
 24 at least one of the access points which plainly, if one
 25 were coming from the Metro, could most directly be

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1 accessed via the raised footbridge, through the
 2 City Room, down the flight of stairs to this landing
 3 area.

4 SIR JOHN SAUNDERS: Thank you.
 5 MR DE LA POER: Having resolved that matter, I turn now,
 6 please, to Mr Swift. I wonder if he may be sworn.
 7 MR FRASER SWIFT (affirmed)
 8 Questions from MR DE LA POER
 9 MR DE LA POER: Could you please state your full name?
 10 A. My name is Fraser Swift.
 11 Q. Mr Swift, you are the principal licensing officer at
 12 Manchester City Council; is that right?
 13 A. That's correct.
 14 Q. Before we come to the detail of that, can we just deal
 15 with some introductory matters first.
 16 You have given a witness statement at the request of
 17 the inquiry, which appears under our reference
 18 {INQ032601/1}. So far as that statement is concerned,
 19 can you confirm that it is dated 19 March of this year?
 20 A. Yes, that's correct.
 21 Q. And at its conclusion, you signed it under a statement
 22 in which you confirmed that it was true to the best of
 23 your knowledge and belief?
 24 A. That's correct.
 25 Q. I'm just going to make clear now what the parameters of

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1 your evidence are today. You've had prior notice of
 2 this, but for those that are watching, do you agree that
 3 your statement might be said to fall into two parts, the
 4 first being the licensing regime as it applies to the
 5 arena, and the second part is the local authority's
 6 response to the campaign to enact what is described as
 7 Martyn's Law?
 8 A. Yes.
 9 Q. What you and I are going to do this morning is to
 10 address the first part of your statement, that is to say
 11 the licensing regime as it applies to the arena.
 12 You have kindly said, can you confirm, that you will
 13 return in early November to address the second part of
 14 your statement, but that will only happen once the
 15 inquiry has received evidence from Figen Murray, the
 16 mother of Martyn Hett and the progenitor of that
 17 campaign?
 18 A. Yes, that's fine.
 19 SIR JOHN SAUNDERS: I'm sorry to inconvenience you, but it
 20 does seem more appropriate to be done in that order.
 21 A. It's no inconvenience.
 22 MR COOPER: If it assists, sir, we were gratefully provided
 23 with that information yesterday. I have spoken to
 24 Figen Murray and obviously that's perfectly fine with
 25 her.

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1 SIR JOHN SAUNDERS: I'm grateful she's going to help with
 2 that as well.
 3 MR DE LA POER: We will turn then to our work of this
 4 morning together, Mr Swift, and just begin with your
 5 role at the local authority. We can deal with this by
 6 way of a summary. Have you held that position, namely
 7 the principal licensing officer at Manchester City
 8 Council, since November 2007?
 9 A. Yes.
 10 Q. Indeed, do you have 17 years of experience in the field
 11 of licensing --
 12 A. I do.
 13 Q. -- having worked both at a firm of solicitors and at
 14 another local authority?
 15 A. That's right.
 16 Q. Is the function of the principal licensing officer to be
 17 responsible for the administration of licence
 18 applications and policy matters for licensed premises?
 19 A. Yes.
 20 Q. So we're going to begin just to introduce, again in
 21 a summary overview form, the structures which exist
 22 around the licence that was granted to SMG. The first
 23 of those is the Licensing Act 2003. Again, taking it
 24 very shortly, can you agree with this simple statement,
 25 that the effect of that Act was to take the regime which

1 was previously administered by the local justices and
 2 bring it within the purview of the local authority?
 3 A. Yes.
 4 Q. No doubt there are other elements which are introduced,
 5 but that is the overarching change that's brought about
 6 by that piece of legislation?
 7 A. I suppose in addition to the change in respect of
 8 alcohol licensing probably the only fundamental change
 9 was it amalgamated a variety of different licensing
 10 regimes under the one roof and gave the power to the
 11 local authority, which became the licensing authority,
 12 and essentially amalgamated those authorisations under
 13 a premises licence. So whereas previously you had
 14 a public entertainment licence regime, which was
 15 administered by the local authority, you had the alcohol
 16 licensing regime by the courts, but fundamentally it
 17 brought those two together. It also introduced the
 18 licensing of what's known as late night refreshment,
 19 which is hot food and hot drink, so it gave the
 20 authority powers to control that as well.
 21 Q. We're going to look at each of those, thank you very
 22 much for that summary.
 23 Again, moving swiftly through this just to set the
 24 scene, under the 2003 Act, are there four licensable
 25 activities which include, amongst them, the provision of

1 regulated entertainment?
 2 A. Yes.
 3 Q. So we're just going to focus on that particular one for
 4 the time being. Within the heading of regulated
 5 entertainment, are there eight different types of
 6 entertainment listed, which include the performance of
 7 live music?
 8 A. Yes.
 9 Q. Plainly, as you say, there are other elements to this
 10 regime, but just focusing upon that, in order to be
 11 licensable, must the entertainment be provided in front
 12 of an audience for the purpose of entertaining them?
 13 A. Yes.
 14 Q. Perhaps a statement of the obvious. And either it's
 15 provided for members of the public, exclusively for
 16 private members, or is arranged for someone trying to
 17 make a profit?
 18 A. Yes.
 19 Q. So that's the scheme. Within the scheme of the
 20 Licensing Act are there what are described as four
 21 licensing objectives?
 22 A. That's correct.
 23 Q. Those are these: the prevention of crime and disorder,
 24 the prevention of public nuisance, public safety, and
 25 the protection of children from harm.

1 A. That's right.
 2 Q. Next, responsible authorities. Are responsible
 3 authorities statutory bodies that must be notified of
 4 and have a right to comment upon applications for the
 5 grant, variation and review of premises' licence?
 6 A. Yes, they are.
 7 Q. And we will just identify two of what is a longer list
 8 than that. Firstly, there is the licensing authority
 9 itself?
 10 A. Yes.
 11 Q. In this case Manchester City Council?
 12 A. Yes.
 13 Q. And does the chief officer of police also have a right
 14 to comment?
 15 A. That's right.
 16 Q. The next topic you have headed in your statement
 17 "Authorisations". Again -- and I'm sorry that there are
 18 so many lists, but that is just the scheme of the
 19 legislation -- are there three forms of authorisation
 20 for licensable activities?
 21 A. Yes, there are.
 22 Q. Is one of those, and this is going to be our focus,
 23 known as a premises licence?
 24 A. That's right, that's the most frequent authorisation for
 25 commercial licensable activities.

1 Q. Here we are probably entering more familiar water for
 2 everyone. Is a premises licence issued subject to
 3 conditions?
 4 A. Yes.
 5 Q. And in crude terms, are those effectively limitations or
 6 requirements which the licensing authority will impose
 7 upon those to whom it grants a licence?
 8 A. There's two kinds. There's mandatory conditions which
 9 the legislation itself requires, and then there are
 10 other conditions that are put on the licence by the
 11 licensing authority.
 12 Q. Again, we're just going to signpost, you and I now,
 13 those. In terms of the mandatory conditions, did they
 14 appear in what is known as annex 1 of the licence?
 15 A. Yes.
 16 Q. And within annex 2, does one find what is described as
 17 the operating schedule?
 18 A. That's correct.
 19 Q. I think that there is a third annex, which typically you
 20 say follows a hearing in respect of a contested
 21 application?
 22 A. That's correct. So the conditions in annex 2, when
 23 a premises makes an application, as part of that they're
 24 required to set out the steps that they intend to take
 25 in order to promote the licensing objectives. Those

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1 steps are transferred into conditions, which form
 2 annex 2. Essentially, if there is a hearing and the
 3 committee -- I'm sure we'll come on to this -- impose
 4 conditions, they're imposed at annex 3. That's the
 5 difference.
 6 Q. We have those three annexes and we're going to make this
 7 theory real in due course, as you know, when we have
 8 a look at how this translates into words on the page.
 9 Again, just dealing with the summary of the regime,
 10 is this right, that once granted, a premises licence
 11 remains in force until either it is surrendered or
 12 revoked?
 13 A. Yes.
 14 Q. And that there is a mechanism by which, if there are
 15 problems, a review can be applied for?
 16 A. Yes.
 17 Q. And again, we're going to return to that in due course
 18 but we're just flagging up each of these areas as we go
 19 so that everybody has the context. It's to that context
 20 and the licence in that that we turn.
 21 Sir, I'm at paragraph 27.
 22 We're going to introduce -- again, not to put it on
 23 the screen yet, but there was a premises licence in
 24 effect at Manchester Arena on 22 May 2017, wasn't there?
 25 A. Yes.

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1 Q. And I think you have produced that as your exhibit FS1?
 2 A. Yes.
 3 Q. As I say, we're going to look at the detail of that in
 4 due course. But before we do, one of the mandatory
 5 conditions, which, as you've told us, is a condition
 6 imposed by the legislation itself, which involves
 7 reference to the Security Industry Authority, doesn't
 8 it?
 9 A. Yes.
 10 Q. And that, and again we'll look at this in a moment,
 11 relates to door supervisors and the requirement that
 12 they are licensed by the SIA?
 13 A. That's right.
 14 Q. And again, sir, for your note, in due course we will
 15 hear from a man called Tony Holyland from the SIA who
 16 will give us further assistance about that.
 17 If we just deal with this issue of security
 18 licensing from the point of view of the local authority
 19 and what you've provided for in your statement, is the
 20 provision of security activities regulated by the
 21 Private Security Industry Act 2001 --
 22 A. Yes.
 23 Q. -- known as the PSIA?
 24 Did that bring about the existence of the body to
 25 which we've just referred, namely the SIA?

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1 A. Yes, it did.
 2 Q. We're not going to go into the detail of that, as I say
 3 we're going to call somebody in relation to that very
 4 topic who works for the SIA, but broadly speaking, do
 5 security contractors need to have licences under the
 6 SIA?
 7 A. Individuals, yes.
 8 Q. And there are other categories of persons also, aren't
 9 there? And does the PSIA make it a requirement for
 10 anybody engaging in "the activities of a security
 11 operative" to be licensed?
 12 A. Yes.
 13 Q. Can you tell us what the activities of a security
 14 operative include?
 15 A. I suppose relevant to the arena, they would include
 16 guarding the premises against unauthorised access or
 17 occupation or outbreaks of disorder or damage. But yes,
 18 obviously there's other categories as well: guarding
 19 premises against damage and guarding persons against
 20 assault.
 21 Q. Those are all specified as being "the activities of
 22 a security operative"?
 23 A. That's right.
 24 Q. Does guarding include providing a physical presence,
 25 carrying out patrols and/or surveillance?

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1 A. That's my understanding.
 2 Q. We're going to turn away from the SIA -- I know that you
 3 give us more detail in your statement, but we're going
 4 to call somebody from that organisation in due course --
 5 and just look at the duties of your organisation, namely
 6 the licensing authority.
 7 Structurally, first, is there a committee under
 8 which operates a subcommittee?
 9 A. Yes.
 10 Q. And sitting beneath them can non-contentious matters be
 11 delegated to officers of the local authority?
 12 A. That's correct.
 13 Q. Presumably that would include you as the principal
 14 licensing officer?
 15 A. Yes. So there's, I suppose, a type of variation
 16 application where somebody wishes to change something on
 17 their licence. Where it's non-contentious, for example
 18 I've got a delegation to determine those applications.
 19 Similarly, an application that receives no objections,
 20 under legislation the authority is obliged to grant
 21 those licences in the terms it was made and so the
 22 delegation to do that is down to officers in my team.
 23 Q. Thank you.
 24 Next we are going to deal with guidance, which is
 25 issued under the Licensing Act, in particular

1 section 182. Does that section of the Act require that
 2 guidance is provided to licensing authorities
 3 in relation to the carrying out of their functions?
 4 A. Yes.
 5 Q. Presumably, that is a document which emanates from
 6 Central Government, which assists you, the licensing
 7 officers, and any committees who are considering this
 8 matter in the discharge of their functions?
 9 A. Yes, that's right. It's not just for licensing
 10 authorities, I suppose it's for all
 11 practitioners/stakeholders involved in licences.
 12 Q. Thank you. And you have produced that. Again we don't
 13 need to put it on screen, just for the record that's
 14 your exhibit FS2, {INQ035448/1}.
 15 One of the things that the local authority is
 16 required under section 5 of the Licensing Act to do is
 17 to publish a statement of licensing policy; is that
 18 right?
 19 A. That's correct.
 20 Q. You have produced Manchester Council's under your
 21 exhibit FS3, reference {INQ035446/1}. But very
 22 helpfully, to avoid us needing to look at that document,
 23 you have distilled within your statement some of the key
 24 features of that. What I would like to take you to now
 25 is perhaps one of the most important features of that

1 policy for you, just to tell us a little bit about it,
 2 which is section 2.2.3 and 2.2.4.
 3 Sir, that is your paragraph 51.
 4 SIR JOHN SAUNDERS: Thank you.
 5 MR DE LA POER: Could you introduce this?
 6 A. Of course, yes. That part of the policy sets out
 7 a range of, I suppose, expectations, initiatives, that
 8 the licensing authority wishes to -- well, basically
 9 licensees and people to have regard to. So 2.2.3 and
 10 2.3.4 are entitled, "Working to prevent the threat of
 11 terrorism", and these set out two expectations of the
 12 licensing authority, and these are specifically relevant
 13 to the threat of terrorism.
 14 The first is that all licensed premises are expected
 15 to have regard to the National Counter-terrorism
 16 Security Office publication, "Counter-terrorism:
 17 Protective security advice for bars, pubs and
 18 nightclubs".
 19 Q. You have produced that. Again, we are not going to look
 20 at it, although no doubt it will be looked at later in
 21 your proceeding. It's your FS4, which appears under our
 22 reference {INQ035450/1}. That is a requirement under
 23 your policy that anybody who receives a licence from
 24 you, which would in this case include SMG in relation to
 25 the arena, that they have regard to that document and

1 its contents?
 2 A. Yes, it's an expectation that they have regard. It's
 3 not a legal requirement, but it's an expectation of the
 4 licensing authority that operators have regard to it.
 5 Q. All right. We'll come back to, at the end of your
 6 evidence, certainly from my questioning, about those
 7 expectations. But there is a second requirement, which
 8 I think we can deal with in this way, that licensed
 9 premises in the city centre are expected to be prepared
 10 in accordance with the Manchester City Centre Emergency
 11 Evacuation Plan?
 12 A. Yes.
 13 Q. Next within the policy of relevance is section 8. What
 14 is that headed, please, and what is the purpose of
 15 section 8?
 16 A. Section 8 of the policy is entitled "Manchester
 17 standards to promote the licensing objectives", so what
 18 this does is it sets out a range of considerations
 19 relevant to the operation of licensed premises generally
 20 and basically sets out, I suppose, expectations that,
 21 I suppose, the licensing authority will take into
 22 account in granting applications. So for example, it
 23 concerns security arrangements and --
 24 Q. Shall we turn to those standards now? We're not going
 25 to go through them, they appear in the policy at MS1

1 through to 12. MS1, the first in that list of the
 2 standards, is to:
 3 "Implement effective security measures at the
 4 premises."
 5 A. Yes.
 6 Q. So I think you've told us that these standards are
 7 something that the local authority will have regard to
 8 when considering a licence application and what
 9 conditions must be placed on it in order to achieve
 10 these standards?
 11 A. Yes, that's right. The standards won't apply in all
 12 circumstances and to all applications, but obviously
 13 it's a case of assessing each application on its merits
 14 and applying the relevant considerations and standards
 15 to those.
 16 Q. There's a little further information about MS1 which you
 17 deal with at your paragraph 55. Can you help us with
 18 that, please?
 19 A. Yes. So basically, it sets out that we expect that all
 20 licensed premises have effective and appropriate
 21 security measures in place relevant to the style of the
 22 operation. So like I said, it's a risk assessment o a
 23 case-by-case basis as to what would be appropriate
 24 in the circumstances for a specific premises.
 25 Q. And in the case of nightclubs, bars and larger venues?

1 A. Yes, I mean, I suppose the way it's worded is it sets
 2 out a stricter approach to security measures than would
 3 normally be taken to nightclubs and bars, especially
 4 when they are large venues. I suppose the large venues
 5 in that context specifically refers to large bars and
 6 nightclubs, particularly because, I suppose from an
 7 operational perspective, it's those kind of venues that
 8 typically crime and disorder and anti-social behaviour
 9 would more frequently occur. So that was the reason for
 10 it being highlighted.
 11 Q. If we look at the relevant security measures to be
 12 incorporated, so when you say to be incorporated,
 13 presumably this is a reference to the conditions that
 14 will be placed on the licence to achieve the objective,
 15 that may include controlling entry to the premises,
 16 managing of queues outside, the employment of
 17 SIA-registered door security, where relevant the
 18 searching of patrons, and the effective monitoring of
 19 the premises?
 20 A. Yes. So they essentially have been identified as
 21 relevant considerations in respect to that overarching
 22 standard.
 23 Q. Turning then to section 12 of the policy, which is
 24 entitled "Large-scale public events", what does the
 25 policy have to say about that topic?

1 A. So it's a stand-alone section of the policy and
 2 I suppose it's intended to reflect the fact that there
 3 are, I suppose, other considerations beyond just the
 4 operation of a licensed premises, so a bar or
 5 a nightclub or a restaurant, that such venues need to or
 6 should be taking into account and, equally, the
 7 responsible authorities and licensing authority should
 8 take into account in considering the licences for such
 9 premises.
 10 So that section sets out a range of particular
 11 expectations to have regard to with regards to those
 12 kind of operations.
 13 Q. Can we just pick out three of them which may be
 14 particularly pertinent, although I'm not suggesting that
 15 others aren't relevant. Firstly, at (A):
 16 "The setting-up of a management group for events
 17 comprising of relevant agencies, including but not
 18 limited to all responsible authorities."
 19 What does that mean in the context of large-scale
 20 events, please?
 21 A. It would typically mean, I suppose, the establishment
 22 of — they're commonly referred to as safety advisory
 23 groups, which is, I suppose, a group of bodies,
 24 including responsible authorities, but equally it would
 25 include the representatives of the licensed premises

1 itself in order to oversee the event management process
 2 leading up to an event.
 3 SIR JOHN SAUNDERS: This seems to be — it looks like it's
 4 applying to a one-off event. Is that what it is, an
 5 occasional licence or whatever, or is it actually for
 6 someone who's going to put on a series of events? Would
 7 you expect them to have it for each concert that was
 8 going to happen?
 9 A. Yes, I suppose this section was primarily developed in
 10 mind for those one-off events. For example, there's an
 11 annual music festival in Heaton Park every year, that
 12 kind of event. So yes, as opposed to an ongoing...
 13 SIR JOHN SAUNDERS: Would you expect a management group to
 14 be set up for each concert that the arena was running?
 15 A. To be set up specifically for each event, that would
 16 seem onerous. So no, I don't think the expectation of
 17 the policy would... for that.
 18 SIR JOHN SAUNDERS: Okay.
 19 MR DE LA POER: If I may, sir, just developing that, let's
 20 seek to see where this section 12 fits in with the
 21 Manchester Arena. Plainly, that is a venue which holds
 22 large-scale public events on a relatively regular basis.
 23 A. Yes.
 24 Q. And I think you've described as onerous the requirement
 25 that every event should have a meeting of those who

1 might be affected, as envisaged by (A), but might there
 2 be an expectation that there was a group that would meet
 3 to discuss several events or is there no requirement for
 4 that sort of set-up as far as what is envisaged by the
 5 policy?
 6 A. I suppose for -- when I was talking about onerous with
 7 regards to the policy, I suppose I have in mind the kind
 8 of arrangement that exists for those large-scale events,
 9 which is typically a largely attended meeting. For,
 10 I suppose, the kind of operation you're talking about
 11 and relevant to the arena, it is perfectly reasonable
 12 that there could be an event management process to
 13 consider or replicate that kind of process on an ongoing
 14 basis.
 15 Q. Would you take the view that that's something for the
 16 licensing authority to have an expectation in relation
 17 to or to indicate by way of condition or is that
 18 something which you would leave entirely to the
 19 judgement of the operation itself within the confines of
 20 other conditions that you've imposed?
 21 A. I suppose ultimately it would depend on the
 22 circumstances, so I suppose the operator, but equally
 23 the response of the responsible authorities and
 24 I suppose it would be... I suppose there is no sort of
 25 general requirement, I would say -- I suppose it would

1 be what was determined as appropriate in the
 2 circumstances.
 3 SIR JOHN SAUNDERS: I'm really sorry to push you, we're
 4 trying to look at any improvements that can be made.
 5 Licensing authorities who have a policy, depending on
 6 which particular licensing authority you're talking
 7 about, are pretty rigid about their policy and it's
 8 a bit like holy writ, isn't it?
 9 A. Yes.
 10 SIR JOHN SAUNDERS: So the licensing authority would know
 11 what that policy applied to and if you have the
 12 Manchester Arena coming to apply for a public
 13 entertainments licence, what would they be saying to
 14 them about a management group and would it apply to
 15 their application, that bit of the policy, or does it
 16 actually not apply at all?
 17 A. Yes, I think in reality, for the arena, I think it would
 18 be a relevant section.
 19 SIR JOHN SAUNDERS: An irrelevant section?
 20 A. A relevant. It would be relevant.
 21 SIR JOHN SAUNDERS: What would the committee be requiring
 22 them to have done in relation to that particular part of
 23 the policy?
 24 A. With regards to section (A), you mean? Um... I guess,
 25 taking it as -- the policy as read, there would be

1 a management group set up of relevant agencies.
 2 SIR JOHN SAUNDERS: Okay. Sorry, forgive me. If I want to
 3 go and set up an arena, you're the sort of guy I go to
 4 and say, "What does the committee actually want, what
 5 are they demanding of me?" and so you'd be actually
 6 advising me, wouldn't you, before the application was
 7 made of what they were looking for, the committee?
 8 A. Yes.
 9 SIR JOHN SAUNDERS: Here I am, the arena, and I am going to
 10 have a series of events, big concerts, what are you
 11 going to say the committee will want from me?
 12 A. I would say the expectations are set out in the policy,
 13 so having regard to that, there would be an expectation,
 14 I would say, that there would be, I suppose,
 15 a management group on an ongoing basis for, I suppose,
 16 the management of events there to enable the responsible
 17 authorities to effectively feed into that process.
 18 MR DE LA POER: And translating that expectation into
 19 reality, does that manifest as a condition on the
 20 licence? Does it manifest as advice in the application
 21 process? How does that become reality in practical
 22 terms?
 23 A. So if it's set out in the operating schedule as a step
 24 that would be taken to promote the licensing objectives,
 25 it would then become a condition of the licence.

1 Alternatively, if it wasn't, if a relevant
 2 representation objection was made to the application
 3 that sought to include that, and that was agreed, then
 4 that could be attached to the licence. Equally, if it
 5 went to a hearing, the licensing committee would be free
 6 to attach a condition in line with that requirement.
 7 Q. We're going to have a look at the licence that was in
 8 place in just a few moments and perhaps we can see where
 9 that might or does fit in.
 10 SIR JOHN SAUNDERS: Okay, again, sorry to interrupt, but
 11 just before we do so, responsible authority is a term of
 12 art under the Act, isn't it?
 13 A. Yes.
 14 SIR JOHN SAUNDERS: So who are the responsible authorities?
 15 A. They are the licensing authority itself, police, you've
 16 got Environmental Health, Trading Standards, you've got
 17 Health and Safety, you've got Immigration Enforcement.
 18 You have Trading Standards. You've got the Manchester
 19 Safeguarding Children's Board, who are the body --
 20 SIR JOHN SAUNDERS: They're a responsible authority under
 21 the Act?
 22 A. Yes, that's right.
 23 SIR JOHN SAUNDERS: Okay.
 24 MR DE LA POER: I think, in fact, to help Mr Swift, at his
 25 paragraph 16 he lists them.

1 SIR JOHN SAUNDERS: We just need to know where it says
 2 responsible authority there, that's a term of art that's
 3 defined.
 4 MR DE LA POER: Absolutely, and when I took him to this
 5 paragraph, and this was my responsibility, I invited him
 6 only to identify two of those which seemed to me to be
 7 the most important, but it is right to say that it
 8 includes a number of other bodies, public authorities,
 9 who are defined within the Act as being responsible
 10 authorities.
 11 A. That's right. So I suppose the other two are Planning
 12 and Greater Manchester Fire and Rescue Service.
 13 SIR JOHN SAUNDERS: Thank you.
 14 MR DE LA POER: Just within that section 8, just to deal
 15 with some of the others, presumably with the same caveat
 16 that you've described, that this envisages a one-off
 17 event but is translatable into an environment such as
 18 the arena, and also licensees are expected to have
 19 regard to overall event safety?
 20 A. Yes.
 21 Q. The provision of medical and first aid?
 22 A. Yes.
 23 Q. And crowd management, stewarding and security along with
 24 a whole host of other safety-related requirements?
 25 A. Yes.

1 Q. Next, I would just like to deal with the Purple Guide,
 2 which is a term that is familiar to everyone in this
 3 room now, I think. What does the local authority
 4 require in relation to the Purple Guide?
 5 A. The policy says that licensees are expected to have
 6 reference to it, so I suppose that is to have regard to
 7 it, to what it says, and use it --
 8 MR COOPER: (Inaudible).
 9 MR DE LA POER: Thank you, Mr Cooper.
 10 A. Sorry. So the requirement in the policy is that
 11 licensees are expected to have reference to it. So
 12 it would be as a guide, essentially, and that's as far
 13 as it goes in the policy.
 14 Q. Again, just looking to -- that phrase "have regard" can
 15 mean all sorts of things in reality. Would --
 16 SIR JOHN SAUNDERS: It actually doesn't say that, it says,
 17 "to have reference to" and that may be a different
 18 thing.
 19 MR DE LA POER: Thank you very much indeed, sir. It may be.
 20 Hopefully I can tease out precisely what that means but,
 21 sir, you're quite right, it's to have reference to the
 22 event safety guide, namely the Purple Guide.
 23 So is it made a condition of the licences for the
 24 relevant premises that they have regard or does it
 25 simply exist in the policy?

1 A. It just exists in the policy. I recognise the
 2 difference between referencing and regard, so yes, it's
 3 not to have regard to in that sense, it's intended as
 4 a reference, a signpost, to that document.
 5 Q. So if it's not in the conditions and it comes to your
 6 attention that a particular premises is not acting with
 7 reference to the Purple Guide, what does that mean in
 8 reality?
 9 A. I suppose -- in my position I don't deal with the
 10 enforcement side or the compliance side. I suppose
 11 ultimately, the test for licensed premises, how they're
 12 operating, is whether they are undermining their
 13 licensing objectives. That's the duty. Beyond that,
 14 obviously they have licence conditions which are a legal
 15 obligation. So if a responsible authority had concern
 16 about how a premises was operating, whether that was not
 17 consistent with what might be in the Purple Guide,
 18 ultimately it's for that responsible authority to
 19 consider what action they'd consider appropriate.
 20 SIR JOHN SAUNDERS: Okay. The policies are most commonly
 21 looked at when someone's applying for a licence or when
 22 someone's applying to revoke a licence?
 23 A. Yes.
 24 SIR JOHN SAUNDERS: I'm sure the premises licence, which
 25 actually carries on forever, it doesn't have to be

1 renewed, as old licences needed to be. And revocation
 2 of something like a licence for the arena would likely
 3 be instigated by the police or by local residents, say,
 4 because of disturbance. It's unlikely to be the
 5 licensing authority, isn't it, who actually initiate
 6 revocation proceedings although they could do. I just
 7 wonder, what does it actually mean when someone's coming
 8 to a licensing application about having reference to the
 9 safety guide. Does someone say to them in the course of
 10 a hearing, "When you're running these premises will you
 11 refer to the guide?"
 12 A. I think in the context of the policy it's intended to
 13 signpost licensees/practitioners to the --
 14 SIR JOHN SAUNDERS: How they operate?
 15 A. Yes.
 16 SIR JOHN SAUNDERS: There is a danger, I know, in looking at
 17 policies as if they are holy writ. So we're picking up
 18 words "reference to", "refer to", "regard to", but
 19 really it's said: we would expect you to look at the
 20 guidance from the Purple Guide when you have your
 21 licence; is that right?
 22 A. The Purple Guide is regarded as general good practice
 23 and so I suppose the purpose of including it in the
 24 policy is to ensure that operators are cognisant of its
 25 existence and direct them to that.

1 MR DE LA POER: Perhaps then you can tell me whether you
 2 agree or disagree with this: does the Purple Guide, as
 3 you say, provide a standard of good practice which, if
 4 you follow it, you might be expected to be following
 5 good practice?
 6 A. I'm probably not qualified to answer that, I'm afraid.
 7 Q. Then please don't answer. I think you've probably taken
 8 it as far as you can then in terms of what the
 9 expectations of the local authority are.
 10 What I would like to do now, please, Mr Swift, is
 11 have a look at elements of the licence that was granted
 12 by Manchester City Council and just pick out some
 13 details. They're going to appear on the screen.
 14 The reference is {INQ035447/1}. Mr Swift, can
 15 I just say, as it comes on the screen, I'm not going to
 16 look at every provision, but if you feel with your
 17 knowledge and expertise that I have moved over one which
 18 is relevant then please do feel free to speak up. All
 19 right?
 20 A. No problem.
 21 Q. But I hope that I've captured those which are most
 22 important. Does that appear on your screen now?
 23 A. It does, thank you.
 24 Q. We don't need to zoom in because we can just pick out
 25 some features on this.

1 The first is --- in the box near the top of the page,
 2 do we see that this licence is marked as being granted
 3 on 9 September 2005?
 4 A. Yes.
 5 Q. We can see the name of the premises as it's named in the
 6 licence was the "Phones4U Arena at Hunts Bank Approach".
 7 And then, relevant for our purposes, when we look in the
 8 next box down under the heading "Licensable activities
 9 authorised by the licence", do we see "live music"
 10 appearing in that list under number 2?
 11 A. Yes.
 12 Q. And plainly, there are others.
 13 The next part of the licence is concerned with the
 14 timings of certain activities; is that right?
 15 A. That's right.
 16 Q. Sale of alcohol, sporting events, dance, late night
 17 refreshment, as we see over the page. I would like to
 18 move over those just to look at part 2, please,
 19 Mr Lopez, over the page at {INQ035447/2}.
 20 Do we see in the centre of that document that the
 21 name and registered address of the relevant holder of
 22 the premises licence is indicated to be SMG (UK) Ltd?
 23 A. Yes.
 24 Q. And that the box but one below that indicates that the
 25 name, address and telephone number of the designated

1 premises supervisor is Mr James Allen?
 2 A. Yes.
 3 Q. A name which we're all becoming familiar with and from
 4 whom we will hear in due course. But for everybody's
 5 note, and it may be that you don't know this, he was the
 6 general manager at the arena.
 7 Then we come to the annexes, which you've told us
 8 fall into three. The first is annex 1, the mandatory
 9 conditions, which we see at the bottom of page 2.
 10 Can you confirm that we there see a reference to the
 11 Security Industry Authority?
 12 A. Yes.
 13 Q. What it says, if you'll follow as I read it out in
 14 relation to door supervisors:
 15 "Only individuals licenced by the SIA shall be used
 16 at the premises to undertake security activities which
 17 include guarding against (a) unauthorised access or
 18 occupation eg through door supervision, (b) outbreaks of
 19 disorder, or (c) damage."
 20 A. Yes.
 21 Q. Then we come, as might be expected, to a very lengthy
 22 section dealing with alcohol, which we are not going to
 23 trouble ourselves with the detail of. We're going to
 24 move forward, please, Mr Lopez, to {INQ035447/4}, where
 25 we see the start of annex 2 which, as you've already

1 told us, are the conditions consistent with the
 2 operating schedule. So these are the bespoke conditions
 3 imposed by the local authority; is that right?
 4 A. Yes. Sorry, annex 2, did you say?
 5 Q. Yes, annex 2.
 6 A. That's correct. So these are conditions which were,
 7 I suppose, converted as part of the --- when I mentioned
 8 earlier, the exception of the Licensing Act in
 9 converting those pre-existing licences, their conditions
 10 carried over on to this licence in annex 2.
 11 Q. And they are intended to be specific to this
 12 environment; is that right?
 13 A. That's right.
 14 Q. So if we have a look at the bottom of {INQ035447/4} at
 15 number 6, for example --- and again if you'll follow with
 16 me:
 17 "The Manchester Evening News Arena forms part of
 18 a large complex of buildings for which there is an
 19 overall safety policy and a management safety plan. It
 20 shall be the duty of the arena management to ensure that
 21 obligations imposed on them by the management safety
 22 plan for the entire complex are complied with. Any
 23 failure to meet those requirements which exposes
 24 spectators to danger will be regarded as a breach of the
 25 licensing conditions and subject to the same penalties."

1 As you've said, these at annex 2 have effectively
 2 been converted over from the previous regime. Those
 3 documents which are referred to there, the overall
 4 safety policy and the management safety plan, are those
 5 documents which at the time that that condition was
 6 formulated, the local authority would have had sight of
 7 and access to?
 8 SIR JOHN SAUNDERS: If you can't answer that, don't answer
 9 it.
 10 A. Sorry, I can't answer.
 11 MR DE LA POER: All right.
 12 SIR JOHN SAUNDERS: Particularly when we're talking about
 13 the conversion of an existing licence, which you were
 14 having to do large numbers of to implement the 2003 Act.
 15 MR DE LA POER: It would have been a bad question on my
 16 part, sir.
 17 SIR JOHN SAUNDERS: No, no.
 18 MR DE LA POER: I wasn't meant to be taken to be suggesting
 19 that that happened at the time of the conversion, but at
 20 the time that the provision was created, would you
 21 expect a condition to refer to documents that the local
 22 authority hadn't seen or would you expect the local
 23 authority to be provided with documents if they are
 24 going to be made the subject of a condition or can you
 25 not say?

1 A. I can't say, to be honest. The reality with these
 2 conditions is that they were carried over as they were,
 3 unless specifically changed at the time, maybe as part
 4 of a variation application. They are just carried over.
 5 I can't comment on the actual documentation that they
 6 refer to.
 7 Q. Let's look over the page, please, at {INQ035447/5}
 8 at the other requirements. Number 9:
 9 "The licence-holder shall formulate and implement
 10 a written policy of safety for spectators,
 11 sportspersons, officials and staff."
 12 That is a requirement of the licence. Again, if you
 13 can't answer, you can't answer, but would you expect the
 14 local authority to require to see that or have it
 15 available on inspection? What does that condition mean
 16 in practical terms in terms of the local authority's
 17 supervision of its compliance?
 18 A. Sorry, would you mind repeating that?
 19 Q. Not at all. We can see that that condition requires
 20 that SMG has a written policy for safety. Would you
 21 expect that to be provided automatically to the local
 22 authority or is it something that should be made
 23 available on request?
 24 A. Ordinarily, it would be something that would be made
 25 available on request, I would expect.

1 Q. At 10:
 2 "The safety policy should be known and understood by
 3 all members of staff who may be involved in the
 4 operation of the premises and the policy should be kept
 5 under review by management and revised as necessary."
 6 Perhaps it speaks for itself, unless you have any
 7 comment you'd like to make on that.
 8 A. No.
 9 Q. We can move to 11:
 10 "The safety policy should act in concert with the
 11 safety policy of the management of the Victoria Exchange
 12 Complex."
 13 Again, speaks for itself perhaps.
 14 Then at 13:
 15 "The licence-holder shall, in conjunction with the
 16 Police, Fire Service, Ambulance Service and local
 17 authority and Victoria Exchange Complex Management,
 18 formulate and produce a contingency plan for dealing
 19 with any emergency of foreseeable contingency at the
 20 arena, including the need for a total or partial
 21 evacuation thereof. The contingency plans should
 22 include, amongst others, the following details."
 23 At (a):
 24 "The action to be taken in the event of a fire or
 25 bomb alert."

1 At (d):
 2 "The procedure for carrying out evacuation exercises
 3 or other emergency drills."
 4 And so on and forth. So the licence specifically
 5 envisaged that there would be a contingency plan for the
 6 arena --
 7 A. Yes.
 8 Q. -- which is developed in conjunction with other agencies
 9 as listed?
 10 A. Yes.
 11 Q. Just a few more to pick out if we can, which again will
 12 become perhaps more pertinent in due course.
 13 At 15 under the heading "Control and
 14 communications", do we see there that:
 15 "The licence-holder should be in contact with the
 16 chief steward or senior steward and other officials at
 17 all times during an event by means of internal
 18 telephones or handheld radios"?
 19 A. Yes.
 20 Q. When it says "other officials", are you able to help
 21 with whether that means all other officials or just some
 22 other officials?
 23 A. I couldn't confirm.
 24 Q. 16 refers to the requirement that there is a CCTV system
 25 in place as specified in a report by an organisation

1 called Arup.
 2 One question about CCTV: would the local authority
 3 be concerned when considering the issue of CCTV with
 4 blind spots within the CCTV network or is that something
 5 which is just left to the operator to make the
 6 appropriate judgement about?
 7 A. I suppose it's both, really, in respect of --
 8 predominantly the expectation, particularly with regards
 9 to CCTV, is that it was fit for purpose, so blind spots
 10 in significant locations would naturally be a concern.
 11 I suppose the kind of consideration in respect of that
 12 would need to be, I suppose, highlighted as part of
 13 a relevant representation for the licensing authority to
 14 review that.
 15 Q. So it is something that the authority might be
 16 interested in if it was a significant deficiency?
 17 A. I'd say so.
 18 Q. At 21:
 19 "The licence-holder shall inform the local
 20 authority, Greater Manchester Police, British Transport
 21 Police, Greater Manchester Fire and Civil Defence
 22 Authority, and Greater Manchester Ambulance Service, of
 23 all events at the arena a minimum of 28 days in
 24 advance."
 25 I just indicate that now to note and log for the

1 future that both GMP and BTP appear in that list.
 2 A. Yes.
 3 Q. We'll just note that and come back to it.
 4 Next, if we can move forward, please, Mr Lopez, to
 5 {INQ035447/6}. Again just to note in passing a figure
 6 that has been referred to already. At number 30, the
 7 licence conditions specified a maximum permitted
 8 occupancy of the arena at 21,000 people.
 9 A. Yes.
 10 Q. We can then see towards the bottom of that page, as you
 11 would expect, the start of a very lengthy section
 12 in relation to fire safety, which we'll just move
 13 forward through, please, and land at {INQ035447/8},
 14 Mr Lopez.
 15 At 86:
 16 "The minimum number of stewards, as agreed by the
 17 local authority, shall be provided to perform the
 18 functions and duties specified herein. They shall be
 19 fit, active and the licence-holder shall ensure that
 20 they are capable of carrying out their duties and are
 21 probably trained to do so."
 22 Perhaps it speaks for itself but that is where the
 23 conditions start placing requirements upon those who are
 24 stewarding the arena; would you agree?
 25 A. Yes.

1 Q. Namely that they are capable of carrying out their
 2 duties and properly trained?
 3 A. Yes.
 4 Q. And I think we'll see a bit more about that over the
 5 page, please, Mr Lopez, {INQ035447/9}. At the top
 6 we can note at 89:
 7 "Stewards manning exits or egress routes must remain
 8 by them at all times that spectators are in the arena
 9 unless relieved any another steward. Stewards manning
 10 other positions may not leave them without the prior
 11 permission of the appropriate senior steward except in
 12 accordance with the established emergency procedure."
 13 So the placing of a minimum standard in terms of how
 14 stewards are deployed throughout the arena?
 15 A. Yes.
 16 Q. At 91:
 17 "Staff training, particularly for stewards in the
 18 carrying out their normal duties and ensuring that they
 19 are aware of their role in an emergency situation,
 20 should be given high priority. All staff should be
 21 capable of understanding the duties allocated to them.
 22 They should receive continual and ongoing training and
 23 be informed in writing what their duties are, how to
 24 effect them, and from whom to seek advice if in doubt."
 25 So again, placing an onerous requirement, it might

1 be said, to ensure that those who are acting as stewards
 2 in particular, but all staff, know their business and
 3 are properly capable of executing what is required of
 4 them?
 5 A. Yes.
 6 Q. At 93 the condition is:
 7 "The licensee shall ensure an accurate number of
 8 staff trained in first aid is present at every event."
 9 There are then a list, which we don't need to go
 10 through, but they speak for themselves, of the duties of
 11 stewards.
 12 At 95, it says that:
 13 "No steward shall carry out his duties
 14 unsupervised."
 15 And then goes on to set out the requirements of
 16 supervision of stewards.
 17 A. Yes.
 18 Q. Then at 96:
 19 "All stewards and persons employed at the arena
 20 shall receive practical instruction and training
 21 appropriate to their general responsibilities in the
 22 event of an emergency. All crowd stewards shall be
 23 given basic training in first aid. Exercises for
 24 stewards and persons employed at the arena shall be
 25 carried out at least twice per calendar year to ensure

1 the smooth operation of the procedure for dealing with
 2 an emergency."
 3 And then finally, can you agree at 98, another
 4 requirement of the licence was that:
 5 "The licence—holder shall ensure that every steward
 6 is thoroughly briefed about his or her duties before
 7 every event?"
 8 A. That's right.
 9 Q. So I have been selective there, but a variety of high
 10 standards in various areas of the stewarding required as
 11 a condition of the licence.
 12 The final matter to look at, please, within this --
 13 and you'll recall that I made reference earlier to how
 14 GMP and BTP were both involved. Can I invite your
 15 attention to {INQ035447/14}, please, Mr Swift? Perhaps
 16 you can just help us with an element. We are here
 17 looking at annex 3, so as indicated, conditions attached
 18 after a hearing by the licensing authority.
 19 At number 3 it reads:
 20 "All night dance events must have sufficient SIA
 21 trained door staff as determined by the venue management
 22 in conjunction with Greater Manchester Police in the
 23 form of risk assessment."
 24 Just whether you can help us with this feature of
 25 that particular condition, British Transport Police are

1 not referred to there, whereas previously both GMP and
 2 BTP were referred to. It may be that you don't know,
 3 but are you able to give us any explanation as to why
 4 only GMP is referred to there, whereas elsewhere BTP is
 5 referred to, or can you give us any insight into how
 6 that might have come to be?
 7 A. These three conditions were attached along a variation
 8 of the licence back in 2007. Essentially, it was an
 9 application to extend the hours of the licence for the
 10 sale of alcohol, and ultimately, those three conditions
 11 were agreed with Greater Manchester Police. So that's
 12 why they came on the licence.
 13 The wording of that condition was agreed between --
 14 well, the police and the licensee, so that is why the
 15 wording is what it is; it's what they agreed between
 16 them.
 17 Q. Perhaps we can take it up with others in terms of that,
 18 but that's all that we'll say about that.
 19 Sir, do you have any questions, before I turn away
 20 from this, upon the licence?
 21 SIR JOHN SAUNDERS: No, thank you.
 22 MR DE LA POER: To conclude my questioning for you,
 23 Mr Swift, there are just two matters that I would like
 24 to explore. It may be that, as you've already told us,
 25 you're not on the enforcement side and so you can't help

1 with this, but to the extent that you can, can you tell
 2 us, in 2017, what mechanisms there were in place for
 3 ensuring compliance by an organisation with its licence?
 4 A. The council has a compliance team that operates called
 5 the Licensing and Out-of-hours Team. I suppose going
 6 further into detail, that would be a matter for them to
 7 detail ...
 8 Q. So there's a specific team that is concerned with
 9 compliance? Can we take that from your answer? Are you
 10 able to help with whether or not there is any proactive
 11 inspections that are conducted or whether it is a regime
 12 that relies upon reports from those that might be
 13 concerned? Can you help us with that level of detail or
 14 is that very much for your enforcement colleagues?
 15 A. It's probably more for them to go into detail in, but
 16 from my knowledge it's a combination of both, really.
 17 They act proactively based on intelligence but equally
 18 they respond to complaints and problems that arise.
 19 SIR JOHN SAUNDERS: If you have a very large place of
 20 entertainment such as this, would you not expect there
 21 to be regular compliance trips, visits?
 22 A. Ultimately, the inspection and the enforcement programme
 23 is a matter for them.
 24 MR DE LA POER: Would you forgive me for a moment, sir?
 25 (Pause)

1 Thank you very much, Mr Cooper.
 2 Again, this may be outside your purview as the
 3 principal licensing officer, but there's one
 4 second matter to ask you about, and it is: can you help
 5 with to what extent there was a joined-up approach
 6 between the City Council, SMG and the police in 2007
 7 in relation to issues of counter-terrorism at licensed
 8 premises? In other words, was there any formal
 9 structure in place which had, as its focus,
 10 counter-terrorism?
 11 A. 2007?
 12 Q. 2017. Did I say 2007? I meant 2017.
 13 A. Sure, I wasn't sure if you were referring to the
 14 application. I couldn't say with... to be honest.
 15 Q. Just simply because that is outside of your scope as
 16 principal licensing officer?
 17 A. Yes, yes.
 18 Q. You're concerned, as I've understood it, with the grant
 19 of licences, and once they are granted does it then move
 20 to a different part of the local authority?
 21 A. The process, yes. The process is my remit. Enforcement
 22 and compliance -- there is obviously ongoing partnership
 23 between the council and the police with regards to
 24 compliance and enforcement and how that's undertaken as
 25 well as with other responsible authorities, not just

1 those. So with regards to specific counter-terrorism,
 2 I'm afraid I couldn't confirm in detail at this point,
 3 I'm afraid.
 4 MR DE LA POER: It may be that that would be a question for
 5 another person, but for the time being, those are my
 6 questions. Sir, unless you want to ask questions at
 7 this stage I was proposing to hand over to those
 8 advocates who have Rule 10 permission to ask questions.
 9 SIR JOHN SAUNDERS: Okay. Thank you.
 10 MR DE LA POER: I think the first of those is Mr Cooper on
 11 behalf of one of the bereaved family groups.
 12 Questions from MR COOPER
 13 MR COOPER: Thank you, sir.
 14 Can I emphasise that we were given permission
 15 fundamentally based upon the Martyn's Law aspect of the
 16 evidence.
 17 SIR JOHN SAUNDERS: Yes, absolutely.
 18 MR COOPER: I have heard certain aspects of evidence this
 19 morning though, and it'll only take me a matter of
 20 minutes just to clarify issues of evidence that have
 21 been given this morning. I wonder whether I might have
 22 the tolerance of the inquiry to do that?
 23 SIR JOHN SAUNDERS: We'll be tolerant today.
 24 MR COOPER: Thank you, sir.
 25 I'm interested, if you can help me, with the

1 relationship between you and your department and
 2 enforcement. There's obviously a communication, a line
 3 of communication, between you and them. Can you maybe
 4 explain to the inquiry how that works?
 5 A. Yes. So we obviously work closely together. They are,
 6 I suppose, a stand-alone department and they deal with
 7 other aspects of compliance and enforcement beyond
 8 licensing. But obviously we have meetings, discussions.
 9 I'd say we do work closely in that regard. But
 10 ultimately, the exercise of carrying out enforcement and
 11 compliance rests with them.
 12 Q. I understand, but in terms of potential breaches, will
 13 you take a proactive role -- when I say "you", I mean
 14 your department -- in discovering those breaches, for
 15 instance, and then reporting them, say, to enforcement,
 16 or is it enforcement's duty or role to be proactive
 17 themselves?
 18 A. Right, sorry, I understand. Yes, it would be the
 19 enforcement team who'd be proactive in identifying and
 20 responding to those issues. So we may get complaints
 21 that come in to my team, to our email, in which case
 22 we would refer them to that team for further
 23 investigation.
 24 If they were to take, I suppose, formal action in
 25 respect of the licence, then they would make the

1 application, which my team would then process and take
 2 through the committee process.
 3 Q. So it relies effectively, the process of enforcement, so
 4 far as you can help us, and I understand the caveat you
 5 put on your role, enforcement relies fundamentally upon
 6 someone reporting something?
 7 A. No, not at all. Essentially, the team are proactively
 8 out, they may see things and then obviously act upon it.
 9 But no, it's certainly not just solely response.
 10 Q. CTI have take you to a number of matters and I am not
 11 going to repeat them, but there's one aspect of your
 12 statement I would like to take you to, please. That's
 13 your statement at {INQ032601/1}. Just one paragraph,
 14 just for clarification. Paragraph 29, please,
 15 {INQ032601/5}.
 16 There may well be a typographical error there given
 17 the state of your evidence this morning in relation to
 18 annex 2 or annex 1. Just refreshing your memory on
 19 paragraph 29, do you mean annex 1?
 20 A. Yes, if you bring the licence up, obviously that
 21 would -- but yes.
 22 SIR JOHN SAUNDERS: It's a mandatory condition, so
 23 presumably it would be in annex 1 or should be?
 24 A. Yes.
 25 MR COOPER: My specific question to you on that is on the

1 mandatory condition relating to door supervisors.
 2 We have reference (a):
 3 "Unauthorised access or occupation, eg through door
 4 supervision."
 5 So a mandatory condition of all premises' licences
 6 is those undertaking security activities at a licensed
 7 premises are licensed under the SIA to deal with (a).
 8 From your experience, would that deal with bag
 9 checks, for instance, checking bags? That's a matter
 10 which would fall, would you agree, under matters
 11 relating to unauthorised access or occupation through
 12 door supervision? If you don't know and it's outside
 13 your expertise, say so and I will not press the point.
 14 A. It's not my area of expertise.
 15 SIR JOHN SAUNDERS: I think the answer is it would. We'll
 16 need a bit of convincing by anyone who's going to say
 17 it wouldn't. I don't think anyone is actually saying
 18 that either.
 19 MR COOPER: And if that wasn't happening in accordance with
 20 that mandatory direction, that would be very serious,
 21 wouldn't it?
 22 A. Yes, breach of a licence is an offence.
 23 MR COOPER: Thank you. Sir, all the other matters have been
 24 dealt with by CTI?
 25 SIR JOHN SAUNDERS: I am grateful, thank you.

1 MR DE LA POER: I think that Mr Atkinson — I'm gratified to
 2 see that I covered the matters that he had in mind.
 3 Finally, sir, we have Mr Weatherby who is joining us
 4 over a link. I'm so sorry, Mr Weatherby, I can't yet
 5 see you on the screen. There you are.
 6 MR WEATHERBY: It was my fault, I think I should have spoken
 7 and then I'd have popped up. You have covered all the
 8 points I wanted to raise. Thank you very much indeed.
 9 Questions from THE CHAIRMAN
 10 SIR JOHN SAUNDERS: I do have some points to raise.
 11 I'm trying to see how in practical terms, and I'll
 12 be grateful for your experience of this, any control of
 13 security or counter-terrorism fits in, if it does at
 14 all, with the licensing regime. When this licence was
 15 originally granted under the old Act, would I be right
 16 in saying that very little attention, if any, was paid
 17 to actually the risk of terrorist attacks?
 18 A. I'd agree with that, yes.
 19 SIR JOHN SAUNDERS: I'm sure it's changed since 2017,
 20 certainly in Manchester, but up until then did it
 21 actually change? Do committees actually have the
 22 knowledge and expertise to look into the detail of
 23 security matters relevant to counter-terrorism?
 24 A. I think it would require specialist input beyond
 25 committees.

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1 SIR JOHN SAUNDERS: Let's look at that. Committees have the
 2 assistance and they rely a lot on the assistance of the
 3 police, normally a policeman who has a responsibility
 4 for licensing?
 5 A. Yes.
 6 SIR JOHN SAUNDERS: And they traditionally have looked at
 7 matters of public order, a disturbance on the streets,
 8 disturbance to neighbours, breaking the law, drunken
 9 behaviour, things like that. They haven't
 10 traditionally, licensing officers, looked at
 11 counter-terrorism, have they?
 12 A. No, not in my experience.
 13 SIR JOHN SAUNDERS: So if you were actually going to, in the
 14 granting of a licence, give serious consideration for
 15 the risks of terrorism, you would need, would you not,
 16 input from counter-terrorism officers or people who work
 17 with counter-terrorism?
 18 A. I don't want to speak for the police, but it's my
 19 understanding that, yes, as you explained, the
 20 traditional remit of police licensing and licensing
 21 considerations — counter-terrorism is a more specialist
 22 arena that — yes, it does go beyond that.
 23 SIR JOHN SAUNDERS: This is not being critical of
 24 committees, the police or anybody; this is just trying
 25 to look at whether the licensing regime should actually

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1 have anything to do with or should be regarded as having
 2 anything to do with protection from terrorist attacks.
 3 The reality is that, at the moment, you're not really
 4 equipped to do it? Would that be fair enough?
 5 A. Yes, I think it will require —
 6 SIR JOHN SAUNDERS: (Overspeaking) input?
 7 A. Yes.
 8 SIR JOHN SAUNDERS: Have you ever known a counter-terrorist
 9 policeman or one with counter-terrorist experience or
 10 giving it out as being counter-terrorist experience
 11 actually coming into committee to give evidence about
 12 risks to security?
 13 A. No.
 14 SIR JOHN SAUNDERS: Okay.
 15 Enforcement. I don't know how many conditions
 16 we were looking at on that licence, but it was over 100.
 17 So we are to imagine, are we, an enforcement officer
 18 going out with his copy of the licence and looking
 19 through his 100 and whatever conditions to see whether
 20 they had been complied with?
 21 A. I suppose ultimately — it is, I suppose, for the
 22 enforcement team to explain how they do that. But
 23 that's an obvious, I suppose, barrier to effective
 24 enforcement, the sheer number of conditions that require
 25 checking compliance with.

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1 SIR JOHN SAUNDERS: Yes. So we know in this case — and let
 2 me accept at once that this has nothing to do with what
 3 happened on this particular night when this terrible
 4 event happened — but we know that unlicensed door
 5 supervisors were in operation, apparently in breach of
 6 the licence. We may hear it's been going on for some
 7 time for all I know. You would have to rely, would you,
 8 on the police reporting that in some way and checking up
 9 on whether they were all approved supervisors?
 10 A. I know that the enforcement team as part of their
 11 operations do check, do make checks with the SIA in
 12 respect of other premises.
 13 SIR JOHN SAUNDERS: How often do you get an application for
 14 a big, not necessarily as big as the arena, but either
 15 a large nightclub or a music venue?
 16 A. Very, very rarely. Talking about large, if you're
 17 talking the scale of the arena, you know, they're very,
 18 very few and far between, naturally, due to the scale.
 19 I suppose large nightclubs ... you'd get, I don't
 20 know, I suppose when we talk about large, I mean, I'm
 21 thinking about, for those who know it, large bars and
 22 clubs on Peter Street, which maybe on a couple of floors
 23 and have several hundred in attendance, so they are made
 24 sort of — I wouldn't want to give a number, I couldn't
 25 say with confidence, but I wouldn't say they were

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1 a rarity , certainly .
 2 SIR JOHN SAUNDERS: Okay. As a matter of routine in those
 3 sort of large bars, which can have several hundred,
 4 would people be looking at counter—terrorism measures
 5 when considering the application in reality ?
 6 A. I've not seen it raised in any representations.
 7 SIR JOHN SAUNDERS: Thank you.
 8 MR DE LA POER: Thank you, sir. I have no further questions
 9 for Mr Swift.
 10 Can I conclude by thanking you very much?
 11 SIR JOHN SAUNDERS: Yes, thank you very much for coming
 12 along and giving your evidence.
 13 A. Thank you. I'm just conscious that wording to --
 14 particularly the questioning around the safety advisory
 15 group was slightly clumsy. I'm just conscious of that.
 16 When I said it was too onerous, what I had in mind was
 17 the arrangements that we have for, say, the
 18 Parklife Festival , where you have a meeting en masse.
 19 SIR JOHN SAUNDERS: You're talking about a one-off event,
 20 really , like a festival which may go on for several
 21 days, but you're not talking about an arena which would
 22 have concerts on numerous occasions?
 23 A. That's right, I was conscious of thinking: would you do
 24 that for every single night at the arena? And no, you
 25 wouldn't, because it probably just wouldn't be

1 practical . But obviously, like you mentioned, would you
 2 do that in respect of ongoing operations? Then you
 3 know, that could be perfectly appropriate. So yes.
 4 I hope you don't mind me clearing that up.
 5 SIR JOHN SAUNDERS: Not at all, and if you think that
 6 inadvertently something you said may have given a wrong
 7 impression, please do get in touch with us and give us
 8 another statement and we'll take that into account. You
 9 don't know necessarily when you come here what is going
 10 to be raised, so absolutely do that.
 11 MR DE LA POER: And indeed, as we have said already, sir,
 12 Mr Swift is going to return in early November and no
 13 doubt if there are any matters that have occurred to him
 14 since that he wishes to clarify , there will be an
 15 opportunity to do that then.
 16 SIR JOHN SAUNDERS: Are we contacting anyone from the
 17 enforcement team?
 18 MR DE LA POER: That's under review, sir.
 19 SIR JOHN SAUNDERS: Perhaps you'd like to give us the name
 20 of the appropriate person and we'll contact them.
 21 Thank you very much, anyway, for coming.
 22 (The witness withdrew)
 23 MR DE LA POER: Sir, that concludes the evidence that
 24 we have for the inquiry today. Can I say this: that
 25 we are next sitting on 12 October, next Monday. There's

1 no mystery about why. In simple terms, members of the
 2 counsel to the inquiry team are required in the Court of
 3 Appeal over the next 2 days. That has been a case which
 4 is entirely unconnected to the inquiry, but it is
 5 a professional commitment which must be kept. You, sir,
 6 have been kind enough to say that we won't sit on those
 7 days to permit that to occur.
 8 SIR JOHN SAUNDERS: I'm afraid the Court of Appeal takes
 9 priority , even over us, so if you're required there,
 10 then you have to be there.
 11 MR DE LA POER: I can indicate that we will next sit next
 12 Monday at 9.30, please.
 13 MR O'CONNOR: Sir, before you rise, I wonder if I could just
 14 raise one short submission with apologies about the
 15 matter that Mr de la Poer raised -- in fact that you
 16 raised about the go-karting track.
 17 As he rightly said, he and I discussed the matter in
 18 the break and I am afraid to say we got the answer
 19 almost but not quite correct.
 20 Sir, you'll recall Mr de la Poer's explanation that
 21 someone wanting to go to the go-karting track from, say,
 22 the train station , their obvious route would be over the
 23 bridge into the City Room, down into the Fifty Pence
 24 Piece area, and then down to the go-karting track from
 25 there. As a general description that is accurate.

1 Mr de la Poer took to you a photograph and showed
 2 you a lift which he said took you to a go-karting track.
 3 That's something he and I discussed and I'm afraid
 4 between us we got the wrong end of the stick. That
 5 lift , in the Fifty Pence Piece area, is in fact simply
 6 for disabled access up to the City Room. There is
 7 a different exit from the Fifty Pence Piece, which takes
 8 you to a different lift and a set of stairs , in fact ,
 9 both of which give access down to the go-karting track,
 10 which is underneath the car park.
 11 If necessary, we can provide some slightly more
 12 accurate photographs. I don't think we will be much
 13 concerned with the go-karting track, but I hope that's
 14 of assistance for now.
 15 SIR JOHN SAUNDERS: Thank you very much. Thanks for that
 16 clarification .
 17 MR DE LA POER: Extremely grateful.
 18 SIR JOHN SAUNDERS: Right, thank you very much.
 19 We'll sit again on Monday morning at 9.30.
 20 (12.53 pm)
 21 (The inquiry adjourned until 9.30 am on
 22 Monday, 12 October 2020)
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