

4.2 From the above clauses it is possible to deduce the following:

- The Leaseholders have a contractual responsibility under the lease towards the safety of persons entering *and subsequently leaving* their premises;
- That duty *extends beyond the actual boundary of their premises* as they have a right to enter the Landlord's premises in order to carry out that duty;
- A safety Management Plan to deal with matters including Public Safety must be set up with all relevant parties;
- The Leaseholders MUST comply with any obligations arising under that plan insofar as not to do so would cause the Lessee to be in breach of the lease.

In light of the above, this Area needs to consider its role within the Safety Management Plan.

4.3 I have therefore acquired the minutes of the last Safety management meeting concerning the M.E.N Arena and discovered that it took place on **11<sup>th</sup> April 2002**, copy herewith attached. The next scheduled meeting is, according to the aforementioned minutes, **March 2003**. I cannot believe that an annual meeting is sufficient to address matters of public safety. Even if this date was a misprint no representative from this police station has attended any subsequent safety meeting concerning the MEN since that date. This leaves two possible conclusions:

- The dates are correct, which casts doubt on the effectiveness of the meeting; or
- The committee has not seen fit to invite this Force to any subsequent meetings, which again raises concern as given that this Force performs a policing role in relation to the Arena it must be *a relevant interested party* within clause 1(xxiii) of the lease.

Either one of these options must raise doubts as to the current effectiveness of this committee.

- 4.4 While the Arena has successfully staged around 100 events per year since 1995, it could be argued that there are potential shortcomings in the existing policing arrangement with the M.E.N. Arena, which could have serious implications for public safety.
- 4.5 The Area therefore needs Railtrack to enforce the terms of the lease and ensure that the M.E.N Arena Leaseholders actually pay for our officers whenever they police their premises as defined in the lease, *and not just inside the stadium*. The role of the Management Safety Committee should also be formalised, and as Railtrack is the Landlord I would suggest that they are well placed to do this.
- 4.6 Currently each event is assessed utilising information regarding ticket sales and intelligence from previous performances at the M.E.N Arena and other concert venues, and police resources are allocated accordingly. Apart from a few exceptions, this has generally resulted in safe, trouble-free events.
- 4.7 There have been occasions, however, where there have been insufficient resources to police events satisfactorily. These usually involve the presence of illegal merchandisers impeding the safe egress of patrons from the M.E.N. Arena. In September 2002, a group called, 'KORN' played their final U.K date at the M.E.N. Arena, the same weekend that 'OASIS' played at Old Trafford. This caused a lot of merchandisers to visit Manchester, and

they descended on the Arena at the conclusion of the 'KORN' concert, completely swamping the police resources present.

4.8 The policing of this venue is also often exacerbated by other simultaneous policing commitments. For example, on 5<sup>th</sup> April 2003, Manchester United entertain Liverpool at 12:30hrs and Bolton Wanderers play Manchester City at 12:00hrs. Both fixtures have potential for public disorder and require a heavy policing commitment. In the evening, the M.E.N. Arena is also staging an international boxing event in front of a 15,000 crowd, many of whom will also be supporters of both the Manchester based football clubs. This, in itself, will create risk of disorder. In situations such as these *it is difficult to resource all the commitments adequately* without incurring heavy financial burdens. The Leaseholders' should therefore build such matters into their risk assessment/event planning procedures as they owe a duty of care to all persons that are:

- Visiting;
- Employed upon; or
- Otherwise working on their premises e.g. police officers and contractors.

4.9 In light of the above comments, a particular concern should be what vicarious liability the Force would have in the event of public safety being compromised at an M.E.N. Arena event. This would be most likely to occur through insufficient police resources, particularly as it would appear that there are gaps in the risk assessments of some M.E.N events. One possible viewpoint is that at present we are simply acquiescing to the leaseholders' viewpoint of the situation and therefore accepting an unnecessary level of their liability.

4.10 To reduce this risk the Area should consider the options of the:

- Financing of extra police officers by the M.E.N Arena, based on operational policing risk assessments; or
- Provision of stewards working outside the M.E.N. Arena in a complimentary policing role.

Both of these options are envisaged in the lease. However, if the M.E.N. Arena leaseholders refuse to do either and someone is subsequently injured whilst leaving their '*premises*', as defined in the lease, then they would then have to *justify their risk assessments in court*.

## 5.0 THE M.E.N ARENA'S LICENCE.

5.1 On Wednesday 19<sup>th</sup> March 2003, I met with Inspector WALKER at Bootle Street Police Station. The information she discovered is as follows:

- The Licensing Department at Manchester City Council has said that it would be possible to mount an objection to the Arena's application for its entertainment's licence, which is due for renewal in July 2003;
- This could be done on the grounds that:
  - (i) The M.E.N leaseholders are not taking proper responsibility for the safety of its patrons as they leave its premises;
  - (ii). Their patrons have an adverse effect on the traffic management around the stadium; and