



SAFETY OF SPORTS GROUND ACT 1975

**AS AMENDED
GENERAL SAFETY CERTIFICATE**

**FOR A DESIGNATED GROUND
KNOWN AS**

**Kenilworth Road Football Stadium,
1 Maple Road,
Luton, LU4 8AW**

SAFETY AT SPORTS GROUND ACT 1975
AS AMENDED
GENERAL SAFETY CERTIFICATE
ARRANGEMENT

GENERAL SAFETY CERTIFICATE

APPENDIX 1	PERMITTED NUMBERS OF SPECTATORS AND OTHERS PRESENT
APPENDIX 2	SCHEDULE OF AMENDMENTS TO THE GENERAL SAFETY CERTIFICATE
APPENDIX 3	COVID 19 RESPONSE AND REVISED PERMITTED NUMBERS OF SPECTATORS AND OTHERS PRESENT
APPENDIX 4	SPECIFIED ACTIVITIES AND RESTRICTIONS
APPENDIX 5	DOCUMENTS KEPT WITH THE GENERAL SAFETY CERTIFICATE

SAFETY OF SPORTS GROUNDS ACT 1975

AS AMENDED

INFORMATION

The certificate holder should be aware of all the provisions of the Safety of Sports Grounds Act 1975, which are relevant to stadia within its scope.

The following points are particularly important but reference should be made to the Act itself for authoritative information.

(i) **Right of Entry and Inspection**

Section 11 of the Act gives to authorised officers the power to enter and inspect a sports ground and to make any inquiries as are considered necessary for the purposes of the Act. Authorised officers also have power to examine records of attendance at the ground and records relating to the maintenance of safety at the ground.

(ii) **Alterations and Extensions**

Section 8 of the Act requires notice to be given to the Council before work is begun on any proposed alteration or extension to the sports ground.

(iii) **Offences and Penalties**

For the following offences, that is to say: -

- (a) Contravening any term or condition of this certificate (otherwise than in pursuance of a prohibition notice), admitting spectators to the sports ground at a time when no application for a safety certificate has been made or where a certificate does not relate to the current sports ground or has been withdrawn, surrendered or cancelled; or in contravention of a prohibition notice, the penalty is, on summary conviction, a fine not exceeding the statutory maximum or, on conviction on indictment, a fine or imprisonment for a term not exceeding two years, or both.
- (b) Knowingly or recklessly making a false statement or producing, signing, furnishing or otherwise making use of a document containing a false statement, or
- (c) Failing to give notice of an alteration or extension to the sports ground or obstructing an authorised officer, the penalty is on summary conviction, a fine not exceeding level 5 on the standard scale.

(iv) **Prohibition Notices**

Section 10 of the Act (as amended) provides that if the local authority are of the opinion that the admission of spectators to a sports ground or any part of a sports ground involves or will involve a risk to them so serious that, until steps have been taken to reduce it to a reasonable level, admission of spectators to the ground or that part of the ground ought to be prohibited or restricted, the authority may serve a notice (referred to as a "prohibition notice") on the Holder of the general safety certificate or the person responsible for the management of the ground, prohibiting or restricting the admission of spectators.

(v) **Appeals**

Section 5(3) of the Act (as amended) provides that an interested party may appeal to a Magistrates' Court against the inclusion of anything in, or the omission of anything from, a safety certificate.

(vi) **Transfer of the Certificate**

If the Holder of the safety certificate ceases to be the person responsible for the management of the ground, an application must be made to the Council for the transfer of the certificate to some other qualified person.

(vii) **Other Legislation/guidance**

The holder should be aware that apart from the legislation detailed in (i) above there may be other acts and guidance that apply to the sports ground. These include health and safety legislation, legislation relating to people with disabilities, civil contingencies legislation, The Regulatory Reform Fire Safety Order (2005), Sports Ground and Stadia Guide No.4: 'Safety Management' document and any other specific pieces of legislation or guidance that may have relevant safety implications.

NOTE: No temporary variation of the terms and conditions of the certificate will be permitted other than in accordance with the terms and conditions of any relevant letter of consent by the certifying authority

SAFETY OF SPORTS GROUNDS ACT 1975

GENERAL SAFETY CERTIFICATE

Kenilworth Road Football Stadium, 1 Maple Road, Luton, LU4 8AW

1. In exercise of the powers conferred by the Safety of Sports Grounds Act 1975 (as amended) and all other enabling powers, the **Luton Council** ("the Council") hereby issues to: -

Luton Town Football Club 2020 Ltd

("The Holder"), this General Safety Certificate in respect of **Kenilworth Road Football Stadium, 1 Maple Road, Luton, LU4 8AW**, being a sports ground designated by Order of the Secretary of State as requiring a Safety Certificate.

2. This Certificate includes the Appendices attached hereto.
3. The words used in this Certificate and the appendices attached hereto shall have the meaning assigned to them by the Safety of Sports Grounds Act, 1975, the Fire Safety and Safety of Places of Sport Act, 1987 and current edition of the Guide to Safety at Sports Grounds.
4. The Holder shall retain control over the whole and each part of the sports ground and shall take all necessary precautions for the reasonable safety of all people admitted to the sports ground. The responsibility for the safety of all people at the sports ground lies at all times with the Holder.
5. The Holder shall inform the Council of the name of the person at senior level in the organisation who is responsible for safety policy and its implementation, together with those of the safety officer and deputy safety officer who shall be of sufficient competence, status and authority to take responsibility for safety at the ground and be able to authorise and supervise safety measures. Either the safety officer or a nominated deputy shall be present at any event during which all people are admitted to the ground.
6. Unless a nominated Safety Officer or Deputy Safety Officer whose appointment has been notified to the Council, is present for a sports match or event, the capacity of the sports ground will be zero.
7. The Holder shall ensure compliance with the terms and conditions of this certificate at all times the sports ground is in use for a specified activity. In relation to a Specified Activity, this Safety Certificate will be in operation 3 hours before the start and 3 hour after the end of the activity. The responsibility for safety of those present at the sports ground lies at all times with the Holder.
8. The use of the sports ground for spectator events under this General Safety Certificate is restricted to Association Football and is subject to the terms and conditions set out in this Certificate. No ancillary activities are permitted without the prior written consent of the Council.
9. The Holder shall produce and comply with a written statement of event safety policy for all people and employees, outlining the chain of command, and covering the safety objectives and the means of achieving them and take steps to ensure that it is known and understood by all staff and voluntary workers who may be involved in ground operations. The Holder shall also ensure that the policy is reviewed annually and revised as necessary. A copy shall be included in the operations manual.

10. The Holder shall maintain and comply with all sections of the Operations Manual which relates to the safety of all people at the sports ground. Detailed information relating to key content of the Operations Manual can be found in Appendix 1 of 'Safety Management ' and the 'Green Guide'.

The Operations Manual should include but not be limited to: -

- Spectator and employee safety policy statement;
 - Safety management structure;
 - Capacity calculations;
 - Stewarding plan;
 - Medical plan;
 - Fire safety plan;
 - Contingency plans;
 - Generic risk assessment for standard activities;
 - Ticketing strategy / segregation policy;
 - Traffic management plan;
 - Event management plan;
 - Planned preventative maintenance / tests / inspections;
 - Emergency exercises;
 - Specific risk assessments;
 - Event specific risk assessments;
 - Statement of intent;
 - Plans of the ground
 - Recruitment and training policies and procedures including job descriptions of safety personnel
 - Access audit
 - Safeguarding policies
 - Data protection policies
 - Service level agreements with specialist providers
11. The Holder shall keep under review the effectiveness of the Operations Manual and undertake a formal review as soon as practicable after any incident in which safety may have been put at risk. The Holder shall notify the Council in advance of any proposed change to the Operations Manual and provide full details of such proposals.
12. The Holder shall ensure that the maximum number of spectators and staff that may be admitted at any one time to the sports ground and to each part thereof shall not exceed the capacities specified in Appendix 1, and shall also ensure that any measures for managing crowds prescribed in the Operations Manual and this certificate are observed. In the event of fixtures being played with a reduced attendance of spectators in line with social distancing requirements, the maximum numbers specified in Appendix 1 shall not apply, and the permitted attendance numbers shall be as specified in Appendix 3.
13. The Holder shall, on the basis of a risk assessment, identify and apply precautions to prevent the outbreak and spread of fire; measures to ensure the safety of all people should fire break out; provision and maintenance of fire safety equipment and the training of staff to deal with an outbreak of fire. These shall be set out in a fire safety plan included in the Operations Manual, The Holder shall comply with the fire safety plan at all specified activities.
14. The Holder shall undertake or commission a medical needs assessment from a competent person or organisation. In undertaking this assessment, the local ambulance NHS trust, event

doctor or event practitioner and first aid providers should be consulted. From the results of this assessment the Holder shall produce a medical plan defining the levels of medical and first aid provision for staff and all people at the sports ground which shall be included in the Operations Manual.

15. The Holder shall, on the basis of a risk assessment, identify the equipment, permanent staff, safety management personnel, stewards and others necessary to monitor, direct, guide, manage and assist all people during specified activities. Details of the equipment to be provided, the level of staffing and the training given to those staff shall be included in the Operations Manual.
16. The Holder shall, on the basis of a risk assessment, identify the inspections and testing of structures, equipment and systems necessary to ensure the reasonable safety of all people. The Holder shall set out the frequency of the inspection and testing and included in the Operations Manual. The frequency of any such inspection and test should not exceed the frequency indicated by the equipment manufacturer.
17. The Holder shall keep a record of all inspections and tests specified in the Operations Manual. These records shall be available for inspection by authorised officer's at all reasonable times."
18. The Holder shall assess in writing, the risk of incidents prejudicing public safety or disrupting normal operations and produce a plan of action to deal with all contingencies. The plan of action shall be produced in consultation with the Police, Fire Brigade, Ambulance Service and the Council. The plan of action shall cover all reasonably foreseeable contingencies up to and including the need for partial and/or the need for total evacuation of the sports ground and shall identify appropriate individuals and their respective tasks. The Holder shall set out the plan of action and include in the Operations Manual. The plans shall be reviewed annually, after any incident, near miss or exercise.
19. The plan of action shall also be reviewed when any permanent or temporary change is made to the structures or installations at the ground. Where following any review the Holder revises the plan of action included in the Operations Manual, and details of the revisions should be forwarded to the council.
20. The Holder shall assess in writing, the risk of crowd disorder and anti-social behaviour which may cause physical harm or injury occurring at the ground and shall develop a written plan to deal with such risks. The written plan shall be produced following consultation with the Police. The Holder shall set out the written crowd disorder and anti-social behaviour plan and include in the Operations Manual. The plans shall be reviewed annually, after any incident, near miss or exercise.
21. The Holder shall assess in writing, the risk of a terrorist incident occurring at the ground which may cause physical harm or injury and shall develop a written plan to deal with such risks. The written plan shall be produced following consultation with the Police. The Holder shall set out the written counter terrorism plan and include in the Operations Manual. The plans shall be reviewed annually, after any incident, near miss or exercise.
22. After conducting all the necessary risk assessments, the holder shall produce detailed capacity calculations in accordance with the guidance set out in the current edition of the Guide to Safety at Sports Grounds. These calculations shall be reviewed at least once a year, after any structural changes made at the sports ground and/or after any incident that involves implementing the Holder's emergency plans. The calculations shall be submitted to the council. The Holder may within this document specify different capacities for different events

that might be held within the Sports Ground.

23. The Holder shall also carry out training exercises at least once a year so as to ensure the emergency procedures as set out in the “plan of action” operate correctly. The Holder shall notify the Council, the police and the other emergency services not less than 14 days before a training exercise is to take place to enable them to observe the standards of staff training. Details of training exercises, including its duration, the instruction provided and the personnel involved shall be entered in a log book.
24. The Holder shall use his or her best endeavours to agree a Statement of Intent with the police over their respective roles.
25. The Holder shall give not less than 35 days’ notice to the Council, Police, Fire Brigade and Ambulance Service of all forthcoming specified events, together with details of any activity that might require a change to this certificate and not less than 3 months’ notice before the sports ground is used for any other purpose as prior agreed with the Council. The 35 days’ notice can be waived by agreement with the Council.
26. The Holder shall notify the Council, in writing, at least 28 days before any change of circumstances affecting this certificate. Any changes, which may involve alterations or conditions at the ground, shall be accompanied by sufficient information: -
 - (a) Such information shall include two sets of drawings to an appropriate scale to clearly show the proposed works, capacity calculations and risk assessments and such other drawings as may be necessary,
 - (b) Such calculations, risk assessments and other details as are necessary, or are further required by the council to enable them to undertake the necessary consultation and to make an informed decision on the application.
27. No alteration or addition shall be made to the sports ground or its structures or installations without the prior written consent of the Council.
28. No specific activity, which is specially presented for children, shall take place until the Council’s consent has been given in writing. At least 28 days’ notice in writing shall be given to the Council of any intention to provide such a specified activity.
29. The Holder shall draw up and keep up to date plans showing the layout of the sports ground, buildings, equipment, and all details considered necessary by the Council in connection with the Safety Certificate and shall upon request supply the Council with copies.
30. This Certificate is issued without prejudice to other legislation controlling the construction or use of sports grounds or buildings or otherwise affecting the Holder and does not invalidate any statutory obligation upon the Holder. The specific requirements of this certificate shall not be regarded as the limit of the obligation placed on the Holder to take all necessary precautions for the reasonable safety of all people admitted to the sports ground.
31. **The holder shall ensure that, whilst provisions of the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020 (as amended) or, as the case may be, the Health Protection (Coronavirus Restrictions) (Wales) Regulations 2020 (as amended) are in force, the procedures for the phased return of live sport, as set out in Appendix 3 of this safety certificate are followed.”**

32. This Certificate is effective from **30th November 2020** until **30th June 2021** and replaces all previous Certificates. The Council will review this Certificate in line with Government COVID 19 advice and SGSA SG02 Guidance.

Luton Council
Town Hall
George Street, Luton, LU1 2BQ

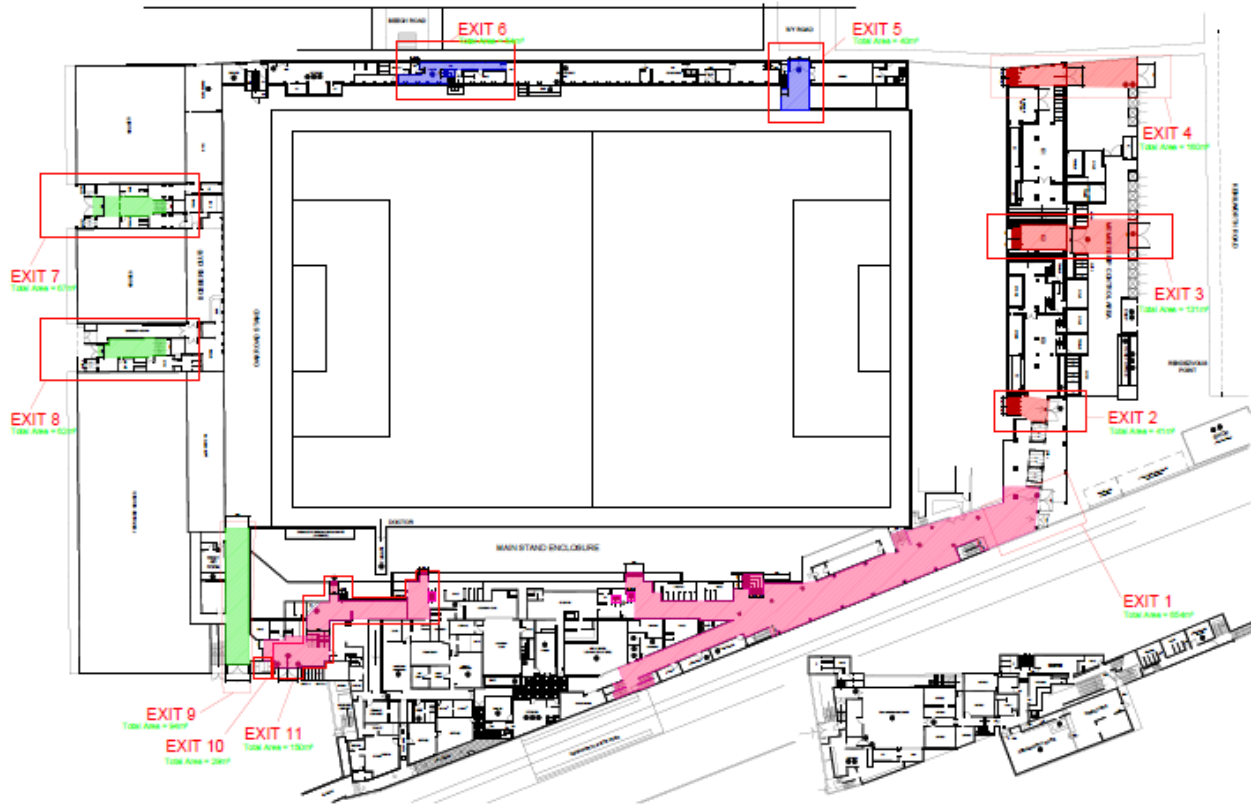


(The Officer appointed for this purpose)

Date: 30/11/20

APPENDIX 1

PERMITTED NUMBERS OF SPECTATORS AND OTHERS PRESENT IN LINE WITH SG02 GUIDANCE WITH SAFE DISTANCING



Summary

		SEATS	APPLIED P FACTOR	TOTAL	APPLIED S FACTOR	TOTAL	EXIT USED	EXIT CAPACITY
1	Enclosure	1,304	1.0	1,304	1.0	1,304	1, 9, 10, 11	6,480
2	Main Stand	3,013	1.0	3,013	1.0	3,013	1, 9, 10, 11	
3	David Preece	711	1.0	711	1.0	711	1	
4	Kenilworth	3,335	1.0	3,335	1.0	3,335	2, 3, 4	4,720
5	Oak Road	2,108	0.9	1,897	0.9	1,686	7, 8, 9	2,864
6	Executive	216	1	216	1	216	5, 6	624
TOTAL		10,687				10,265		

APPENDIX 2

AMENDMENTS TO GENERAL SAFETY CERTIFICATE

Date	Certificate Version	Amendment Details

APPENDIX 3

PROCEDURES FOR THE PHASED RETURN OF LIVE SPORT

Before any fixtures are held, the Holder shall develop a Covid-19 competition venue operations plan and a Covid-19 risk assessment and mitigation plan. These plans should include as a minimum, the standards and considerations set out in by the English Football League (EFL) and the Department for Digital, Culture, Media and Sport's (DCMS) guidance document "Elite sport – return to domestic competition guidance"

A pilot event of 1000 spectators on 2nd December 2020 will be held and if LTFC SAG are satisfied the COVID 19 protection and safety measures are adequate, the return of spectators up to the maximum number of spectators shown in Figure 1 will allowed under COVID restrictions will be permitted OR the maximum number of spectators allowed by Government guidelines for the COVID Tier category that Luton falls within.

Luton Town Football Club

Private and confidential

**LUTON TOWN FOOTBALL CLUB
KENILWORTH STADIUM - SAFE CAPACITY CALCULATIONS
RETURN TO PLAY - STAGE 5
2020/21**

- 1 Method 1 of SGO2 will be used for these calculations
- 2 This Safe Capacity Calculation will be applied in the Stadium Operations Policy

Method 1

- 1 1.0m inter person distance
- 2 1.6m minimum width for two-way flow channel
- 3 Concourse capacity - 10 persons per 10 square metre
- 4 Level surface flow rate - 72 people per channel per minute
- 5 Stepped surface flow rate - 54 people per channel per minute

	<u>Kenilworth</u> <u>Stand</u>	<u>David</u> <u>Preece</u>	<u>Main</u> <u>Stand (A,</u> <u>B)</u>	<u>Oak Road</u>	<u>Exec</u> <u>Boxes</u>	Directors Box	Millenniu m	John Moore	Sponsors Area	Total
Holding capacity (Ticket Office)	1,221	277	197	811	148	84	18	38	25	2,819
Concourse SD holding capacity	-	-	-	-	-	-	-	-	-	-
Entry capacity	4,060	1,160	1,160	2,320	580	580	580	580	580	11,600
Exit capacity	2,160	1,296	864	2,160	432	432	432	432	432	8,640
Emergency exit capacity	4,435	1,742	1,056	2,693	317	-	-	-	-	10,243
Final socially distanced capacity	1,221	277	197	811	148	84	18	38	25	2,819

Holding capacity (Ticket Office)	1,221	277	197	811	148	84	18	38	25	2,819
Number of SD seats sold	1,221	277	197	811	148	84	18	38	25	
P & S factor	1	1	1	1	1	1	1	1	1	
Concourse SD holding capacity	-	-	-	-	-	-	-	-	-	-
Area in square metres	-	-	-	-	-	-	-	-	-	-
1 person per 1 square metre	1	1	1	1	1	-	-	-	-	-

The concourse will solely be used for channel flow and congregation will not be permitted

Catering outlets will be closed for the Pilot Event

Entry capacity	4,060	1,160	1,160	2,320	580	580	580	580	580	11,600
Available turnstiles in operation	7	2	2	4	1	1	1	1	1	
Entry flow rate	580	580	580	580	580	580	580	580	580	
Exit capacity	2,160	1,296	864	2,160	432	432	432	432	432	8,640
Vomitory widths in metres	8	8	2	5	1	1	1	1	1	
Available channels in operation	5	3	2	5	1	1	1	1	1	
Minutes	8	8	8	8	8	8	8	8	8	
Flow rate (72 or 54)	54	54	54	54	54	54	54	54	54	
Emergency exit capacity	4,435	1,742	1,056	2,693	317	-	-	-	-	10,243
Total vomitory widths in metres	8	3	2	5	1					
Minutes	8	8	8	8	8	8	8	8	8	
Flow rate	66	66	66	66	66	66	66	66	66	

Figure 1 – Capacity Calculations Following COVID 19 Restrictions

APPENDIX 4

SPECIFIED ACTIVITIES AND RESTRICTIONS

The activities covered by this certificate are as follows:-

- A. The playing of Football Matches

The restrictions placed by this certificate are as follows:-

- A. No food or beverages are permitted to be sold to spectators during games played with restricted spectator numbers due to COVID 19 as outlined in Appendix 3.

APPENDIX 5

DOCUMENTS TO BE KEPT WITH THE GENERAL SAFETY CERTIFICATE

1. Statement of Intent between Bedfordshire police and Kenilworth Road Stadium.

LUTON TOWN FOOTBALL CLUB 2020 LTD AND BEDFORDSHIRE POLICE

JOINT STATEMENT OF INTENT



Working together for a Safer future.



Season 2019-2020

SkyBet Championship

Introduction

This joint Statement of Intent between Luton Town Football Club 2020 Limited and Bedfordshire Police replaces all existing agreements, written or verbal, between Luton Town Football Club 2020 Ltd (hereafter known as 'The Football Club', with Bedfordshire Police (hereafter known as 'The Police').

This joint Statement of Intent does not create a legally binding contract only a written agreement between The Football Club and The Police. Furthermore although The Police will endeavour to carry out their duties in accordance with this Statement of Intent, such duties will be subject to the discretion of the Senior Police Officer on duty to use all police resources at his/her disposal, as he/she considers necessary.

Luton Town Football Club 2020 Limited and Bedfordshire Police, reserve the right to revise this written agreement, as circumstances require, subject to notice to, and consultation with the other party.

1. Purpose

The purpose of this document is to establish an agreed position as to the roles and responsibilities of The Football Club, and The Police, when they are in attendance at all regulated, designated and categorised Football matches held at the Kenilworth Road stadium during Season 2019/2020 in the SkyBet Championship, this document aims to give clarity to all parties involved in accordance with the recommendation 11 of the Final Enquiry Report of the Right Honourable Lord Justice Taylor following the Hillsborough Disaster.

2. Definitions

The Football Club – relates to Luton Town Football Club 2020 Ltd, its employees and any companies, organisations and volunteers used by Luton Town Football Club 2020 Ltd to assist with the planning and management of events.

The Police – refers to Bedfordshire Police, its employees and volunteers, and may include other police forces in the event that further assistance is required to deliver policing functions.

3. Responsibilities of the Football Club

All aspects of the running of an event are the sole responsibilities of The Football Club.

The responsibility for public safety within the stadium grounds and 'footprint', (see attached 'footprint' plan, Annex D), is that of The Football Club.

The Football Club will take all reasonable steps to ensure that persons entering and remaining on their premises do so without risk to their personal safety.

The Football Club agrees to act in compliance with the Home Office publications (where appropriate), The Guide to Safety at Sports Ground 6th Edition 2018 (and any subsequent amendments), and the Football Clubs General Safety Certificate.

The general role of all The Football Club's Safety Stewards employed at or in the Kenilworth stadium and it's footprint will be:-

- The overall safety of the event.
- To take all reasonable steps; to ensure crowd safety and to take immediate and appropriate action whenever necessary; to encourage the good behaviour of all spectators
- To promote compliance with, and to take appropriate action whenever necessary under the Football Clubs Ground Regulations.
- To exercise their statutory powers whenever necessary and appropriate, and ensure that evidence is available to support their actions under the Ground Regulations or Criminal Law.
- To carry out constant monitoring of spectator areas to avoid overcrowding.
- To be aware of, and to take appropriate action under, the various contingency plans and emergency procedures.

Specific responsibilities:

Whilst the Football Club's Safety Officer has exclusive responsibility for safety matters within the Kenilworth Stadium and its footprint, the following has been agreed:

Evacuation: the decision to evacuate all or any particular part(s) of the stadium will rest with the Clubs Safety Officer. After consultation with the Police Commander (if present), The Commander, will assist with the appropriate advice and deploy officers where necessary to implement such evacuation. If Police are not present, The Safety Officer will make contact with Police Control to inform/advise of a stadium evacuation.

Delayed Kick Off: the Clubs Safety Officer, in consultation with the Senior Club Officials and the Police Commander (if present), will be responsible for deciding whether to delay the kick-off, on the grounds of safety for those persons in and at the stadium. If Police are not present, The Safety Officer and Senior Club Officials will consult on decision to delay if necessary.

In all other cases, of crowd disorder, major incidents involving the emergency services, the Police Commander (if present) will decide after consultation with the Safety Officer, whether such delay is necessary and appropriate. Public safety, and maintaining good order, being the paramount consideration, in deciding such action.

Abandonment of the Match: the decision to seek an abandonment of the match will depend upon the circumstances. The Clubs Safety Officer, and the Police Commander (if present), will consult, and will, if deemed necessary to abandon the event, liaise with the match officials and the Senior Operations Manager of the Football Club. If the situation involves safety issues inside the stadium, the Clubs Safety Officer will be responsible, after consultation with the Police Commander for making the decision.

If the situation involves crowd disorder and/or external elements, such a decision will be that of the Police Commander (when present), after consultation with the Clubs Safety Officer and Senior Operations Manager. In either event, a decision to resume the match will be dependant on the circumstances prevailing at the time and subject to consultation between the Police Commander, the Clubs Safety Officer, the Match Official and the Clubs Senior Operations Manager.

Responsibilities of The Police

The chargeable services of police officers, (except for attending Police Spotters), deployed at or in the 'footprint' (see attached 'footprint' plan, annex D) of the Kenilworth stadium is for the purpose of

public order control. Police officers, except in an emergency, will not normally perform duties in connection with safety matters. The Police will comply with Home Office publications (where appropriate), the Core Police roles as defined by the National Police Chief Council (NPCC) Officers sub-committee for public order and published in the 'APP Public Order' manual.

The requirement for Police attendance at an event is to discharge their core responsibilities namely:

- Preventing and detecting crime
- Preventing or stopping a Breach of the Peace
- Traffic Regulation (under statutory powers)
- Activating contingency plans where there is an immediate threat to life
- Coordinating emergency response with a major incident

The general role of all police officers deployed at the Kenilworth Stadium or in the 'footprint' of the stadium will be:-

To take appropriate action to prevent breaches of the criminal law and breaches of the peace.

- To exercise their statutory powers of arrest whenever appropriate, and ensure the evidence is available to support their actions.
- To be aware of and to take appropriate action under, the various contingency plans and emergency procedures where there is an immediate threat to life and property in co-ordination with the resultant emergency services available.
- To support stewards, where necessary, in carrying out their responsibilities.
- Traffic regulation within the legal powers provided by statute. (Which does not cater for the stopping of traffic immediately outside the event).

And in particular;

- The enforcement of legislation under the Sporting Events (Control of Alcohol etc) Act 1985 as amended at the entrances to the stadium.
- The enforcement of legislation under the Sporting Events (Control of Alcohol etc) Act 1985 at sporting events on vehicles travelling to the event.
- Football (Offences) Act 1991; Football (Offences and Disorder) Act 1999; Football Spectators Act 1989 and the Football Disorder Act 2000 and any amendments.
- The enforcement of legislation and investigation of racially aggravated/ homophobic/hate crime offences.

The deployment or use of any of these police powers will be at the discretion of The Police.

Policing arrangements:

When the services of Police officers are required to attend an event at the Kenilworth stadium it is agreed that the risk categorisation levels, numbers and the deployment of police officers in or at the 'footprint' of the Kenilworth Stadium shall be determined in advance of football matches or events taking place by The Police, this category will be

determined in consultation with The Club and having agreed the category, and number of police officers for the event, the club shall be charged for the officers, (excluding police spotters) at the rates applicable at that time.

4. Decisions as to Primacy

In the event of an incident reaching a critical stage beyond the capacity of The Football Club to address the situation, the protocol of The Police having primacy (if in attendance within the ground) will be as follows:

Protocol of Primacy:

The Football Club will have primacy for the management of all events/matches. However, should an incident occur that is beyond the capacity of The Football Club or the nature of the incident poses a threat to life and property, consideration may be given to transferring primacy from The Football Club to The Police (if in attendance within the ground), until such time that The Football Club is capable of resuming primacy or the threat to life and property has passed. If the Police are not present at the event/match, the Police Control will be informed of the magnitude of the incident.

Requests can be made by The Football Club to the Police in the following manner:

Transfer of Primacy Control from the Football Club to the Police

If, at the time of the incident, the circumstances are such that The Football Clubs Safety Officer believes that the situation is beyond the capacity of The Football Clubs control, these steps will be taken:

1. The Football Clubs Safety Officer will:
 - a. Verbally request the Police Commander to take primacy, which will include the rationale for the request AND
 - b. Complete the **yellow** section of the form at **Annex A** to document the request immediately or as soon as reasonably practicable after making the verbal request.
 - c. Complete the **pink** section of the form at **Annex A** to acknowledge the Police decision immediately or as soon as reasonably practicable after notification.
2. The Police Commander will:
 - a. Verbally confirm or decline the request and provide their rationale AND
 - b. Complete the **blue** section of the form at **Annex A** to document their decision immediately
 - c. or as soon as is reasonably practicable after making the decision.

If the request was declined and should the situation change, The Football Clubs Safety Officer may make further requests in the manner detailed above.

If the Police Commander believes the situation has reached a critical stage and there is a need for the Police to take immediate command of the incident to protect life and property:

1. The Police Commander will:
 - a. Verbally request Luton Town Football Club 2020 Ltd.'s Safety Officer to transfer primacy and will provide the rationale for the request AND

- b. Complete the **blue** section of the form at **Annex B** to document the request immediately or as soon as reasonably practicable after making the verbal request.
- c. Complete the **pink** section of the form at **Annex B** to acknowledge Luton Town Football Club 2020 Ltd.'s decision immediately or as soon as reasonably practicable after notification.

2. The Football Clubs Safety Officer will:

- a. Verbally confirm or decline the request and provide their rationale AND
- b. Complete the **yellow** section of the form at **Annex B** to document their decision immediately or as soon as is reasonably practicable after making the decision.

Request for the Transfer of Primacy – Copies of Documents

The Football Club and The Police will both receive copies of all completed documents associated with requests for the transfer of primacy from one agency to the other

Transfer of Primacy Control from The Police back to The Football Club

When the incident has been resolved to the point that the Police Commander believes there is no further requirement for The Police to continue to retain primacy, they will request The Football Club to resume primacy for the incident:

1. The Police Commander will:

- a. Verbally request for the Clubs Safety Officer to take back primacy, and provide the rationale for the request AND
- b. Complete the **blue** section of the form at **Annex C** to document the request.
- c. Complete the **green** section of the form at **Annex C** to acknowledge The Football club's decision.

2. The Football Club's Safety Officer will:

- a. Verbally confirm or decline the request and provide their rationale AND
- b. Complete the **yellow** section of the form at **Annex C** to document their decision.

In all cases of primacy transfer, the situation and circumstances will be documented in the match day log, recorded in writing commensurate with statutory and procedural directives, together with the rationale behind it. These situations will be dynamic by their nature hence the need for expediency by way of verbal decision, to be formalised in writing once control of the situation has been gained.

It is agreed that this Statement of Intent forms an acceptable working document and that both parties thereof will adhere to the contents.

Dispute over the Transfer of Primacy

In the event of a dispute arising over which agency should take primacy for a major incident, the Police Commander will take primacy control and the dispute will be deferred for discussion by both organisations after the event, in association with the Safety Advisory Group. The dispute will be a matter of record and rational documentation.

5. Variation

Any variations as to the division of responsibility will be agreed in writing between the Football Club and The Police and will be appended to this document, signed by the same representative/authorised representative identified below.

SIGNATORIES:

SignedDate: _____

Name: Gary Sweet. Title: Chief Executive.

Duly authorised to sign for and on behalf of Luton Town Football Club 2020 Limited

SignedDate: _____

Name: Title: Chief Constable.

Duly authorised to sign for and on behalf of Bedfordshire Police

LUTON TOWN FOOTBALL CLUB 2020 LTD'S REQUEST FOR TRANSFER OF PRIMACY TO THE POLICE

Brief details of the incident/ emergency:

The event Luton Town Football Club 2020 Ltd requests the Police to assume primacy for the above incident. The rationale for this request is detailed below:
(if necessary, continue on a separate sheet of paper)

I confirm that whilst the Police has primacy, all persons working on behalf of the Luton Town Football Club 2020 Ltd will work under the direction of the Police.

Name:

Role:

Date of request:

Time of request:

Luton Town Football Club 2020 Ltd

On behalf of the Police, I **agree/ disagree** with the above rationale.

On behalf of the Police, I **accept/ decline** primacy for the above incident. The reasons for my decision are detailed below :
(if necessary, continue on a separate sheet of paper)

Name:

Role:

Date of decision:

Time of decision:

Bedfordshire Police

I confirm the Luton Town Football Club 2020 Ltd has been informed of the Police decision recorded above.

Name:

Role:

Date informed:

Time informed:

(Luton Town Football Club 2020 Ltd)

POLICE REQUEST FOR TRANSFER OF PRIMACY TO THE POLICE

(The police will only take primacy if there is an immediate threat to life and/ or property)			
Brief details of the incident/ emergency:			
<p>On behalf of the Police, I request that the Luton Town Football Club 2020 Ltd hands primacy for the above incident to the Police. The rationale for this request is detailed below: (if necessary, continue on a separate sheet of paper)</p>			
Name:		Role:	
Bedfordshire Police			
On behalf of the Luton Town Football Club 2020 Ltd, I agree/ disagree with the above rationale.			
On behalf of the Luton Town Football Club 2020 Ltd, I accept/ decline primacy for the above incident. In the event that the request is declined, the rationale for this decision is detailed below: (if necessary, continue on a separate sheet of paper)			
Name:		Role:	
Date of decision:		Time of decision:	
(Luton Town Football Club 2020 Ltd)			
I confirm the Police has been informed of the Luton Town Football Club 2020 Ltd's decision recorded above.			
Name:		Role:	
Date informed:		Time informed:	
Bedfordshire Police			

RETURN TO NORMALITY – TRANSFER OF PRIMACY TO LUTON TOWN FOOTBALL CLUB 2020 LTD

Brief details of the incident/ emergency:			
<p>On behalf of the Police, I confirm that the circumstances of the above incident have changed and no longer warrant the Police retaining primacy. Therefore, I request the Luton Town Football Club 2020 Ltd resumes primacy for the incident. The rationale for this request is detailed below: (if necessary, continue on a separate sheet of paper)</p>			
Name:		Role:	
Date of request:		Time of request:	
Bedfordshire Police			
On behalf of the Luton Town Football Club 2020 Ltd, I agree/ disagree with the above rationale.			
<p>On behalf of the Luton Town Football Club 2020 Ltd, I accept/ decline primacy for the above incident. The reasons for my decision are detailed below : (if necessary, continue on a separate sheet of paper)</p>			
Name:		Role:	
(Luton Town Football Club 2020 Ltd)			
Date of decision:		Time of decision:	
I confirm the Police has been informed of the Luton Town Football Club 2020 Ltd's decision recorded above:			
Name:		Role:	
Bedfordshire Police			
Date informed:		Time informed:	

2. Copies of any Council letters giving permission as required within this document

Not Applicable

3. Schedule listing deviations to the Green Guide that apply to the sports ground

Not Applicable

Annex D

