



Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ



14 August 2017

INFORMATION REQUEST REFERENCE 17-038

Dear 

Thank you for your information request, received on 19 June 2017. You asked E20 Stadium LLP (E20) to provide the following information under the Freedom of Information Act 2000 (FOIA):

The Concessionaire agreement between E20 Stadium and West Ham United signed in March 2013 states: "Championship Window means the period commencing on 1 July 2017 and ending on 21 August 2017 or such earlier date as the Stadium is no longer required for the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships or the relevant set-up and breakdown time required such that the Stadium will be configured in Football Mode by no later than 25 August 2017"

1) Can you tell me whether the London Stadium will be back in football mode by the 25th August with all West Ham branding returned and if not please tell the date it is forecast to be in football mode and detail why it won't meet this contractual obligation?

2) Is there any kind of financial penalty if the London Stadium is not ready in football mode by 25th August and if so what amount is that financial penalty and when would it be paid?

The agreement defines "Comparable Clubs means the three leading Football clubs (as determined by the capacity of their home ground) with London as their registered home address which: (a) play regular home league Football fixtures in the Premier League: and (b) have a capacity at their home ground of more than, 40,000, "

The agreements say that "The Grantor and/or the Grantor Pany shall: (a) ensure that the terms and conditions relating to the Catering Contracts. including without limitation as to the prices for food, refreshments and beverages and the

corresponding service levels in respect thereof match (to the best of the Grantor's knowledge) the mean average of equivalent terms and conditions at the Comparable Clubs" and "ensure that the service level standards set out in the Catering Contracts are comparable to the service level standards that are provided in relation to the refreshments, catering and ancillary services provided at Comparable Clubs;"

3) In relation to the agreement can you explain why the London Stadium catering company does not sell draft beer from barrels which are already sold other comparable clubs in London? Does E20 Stadium intend to honour the Comparable club clauses within the agreement? Does E20 Stadium have any objection with the caterers supplying draft beer within the stadium?

The agreement states the "Agreed Capacity means, subject to Clauses 15.5 to 15.8: (a) a minimum of 53,500 seats when the Stadium is provided in Football Mode including a minimum of 3,400 Club Seats"

4) As the maximum football capacity is not defined in the contract, does E20 Stadium LLP have any objection in operators London Stadium 185 applying to the SAG for a capacity increase to 60,000 at the London Stadium? If E20 does object to the increase to 60,000 or above please detail the reasons for holding back permission to the operators.

I can confirm that E20 holds information relevant to your request. Our response follows your order:

1) Can you tell me whether the London Stadium will be back in football mode by the 25th August with all West Ham branding returned and if not please tell the date it is forecast to be in football mode and detail why it won't meet this contractual obligation?

All four of the stadium's stands are scheduled to be in their football positions by the 25 August. The stadium will be ready for West Ham's first home match on 11 September 2017.

2) Is there any kind of financial penalty if the London Stadium is not ready in football mode by 25th August and if so what amount is that financial penalty and when would it be paid?

There is no financial penalty as such; as is always the case, damages (by way of compensation for damage caused) may be payable to West Ham in the case of any breach of the Concession Agreement. Given that the stadium will be in football mode prior to West Ham's first home match, no breach is anticipated.

3) In relation to the agreement can you explain why the London Stadium catering company does not sell draft beer from barrels which are already sold other comparable clubs in London? Does E20 Stadium intend to honour the Comparable club clauses within the agreement? Does E20 Stadium have any objection with the caterers supplying draft beer within the stadium?

E20 and its operator provide catering at the Stadium in line with the Concession Agreement requirements. The Concession Agreement does not require draught beer to be provided, although E20 nevertheless does provide it in many areas of the stadium. E20 intends to honour all of its obligations under the Concession Agreement.

4) As the maximum football capacity is not defined in the contract, does E20 Stadium LLP have any objection in operators London Stadium 185 applying to the SAG for a capacity

increase to 60,000 at the London Stadium? If E20 does object to the increase to 60,000 or above please detail the reasons for holding back permission to the operators.

Any future application for an increased capacity at the Stadium is dependent upon an ongoing assessment from a legal, health and safety, and commercial perspective. This has yet to be concluded.

If you are unhappy with our response to your request and wish to make a complaint or request a review of our decision, you should write to:

Director
E20 Stadium LLP
Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ

Email: FOI@londonlegacy.co.uk
Subject – E20 Internal Review

Please note: complaints and requests for internal review received more than two months after the initial response will not be handled.

If you are not content with the outcome of the internal review, you may appeal directly to the Information Commissioner at the address given below. You should do this within two months of our final decision. There is no charge for making an appeal.

Further information on the Freedom of Information Act 2000 is available from the Information Commissioner's Office:

Wycliffe House
Water Lane
Wilmslow
SK9 5AF

Telephone 08456 30 60 60 or 01625 54 57 45

Website www.ico.gov.uk

Yours sincerely

FOI / EIR Co-ordinator
E20 Stadium LLP