

FROM LOVERSALL PARISH COUNCIL

Re Licensing Sub Committee Meeting Tuesday 31st July 2018 – The Barn, Loversall

Response to further information received from the licensing authority on 24th July 2018.

If the conditions/ amendments listed below could be agreed by the applicant, then the Parish Council could withdraw its objection to the application

FREQUENCY OF PRE-ARRANGED EVENTS

The applicant has latterly agreed that the licensing activity will be limited to pre-arranged events. This was a condition requested by the Parish Council and is therefore welcomed. However, as previously stated, the Parish Council and local residents have expressed concern that even if the licensing is restricted to pre-arranged events there is potential for the premises to become, to all intents and purposes, a pub - simply by claiming that there is a pre-arranged event 365 days of the year. The licensing authority appears not to have a mechanism to ensure that this does not happen because apparently there is no licensing definition of a pre-arranged event. The Chairman of the Parish Council, on the Council's behalf, has expressed these concerns to the licensing officer and directly to the applicant and their agent. No resolution has so far been forthcoming.

The Parish Council requests that the Licensing Authority imposes a limit on the number of events per year that can be licensed. It is requested that consideration be given to limiting the number of events to the number that have been permitted by TENS during the past 12 months.

COMMENTS ON THE INFORMATION / AGREEMENT SUPPLIED ON 24th JULY 2018

This information supplied to parties to the hearing indicates a number of new detailed conditions that have been agreed between the applicant and one of the persons making a representation (by deduction , Loversall Day Nursery). The Parish Council welcomes these changes which would promote the objective of safeguarding children. However for the changes to also promote the licensing objectives for the benefit of residents/ council tax payers in the village, further amendments/conditions are requested. Rather than repeat the entire wording of the agreement the requested amendments are highlighted in bold type below, the numbering referring back to the numbering used in the agreement supplied on July 24th.

The hours and licensable activities

Be amended as follows:

There shall be no seasonal variations, the licensed hours on bank holidays will be those applicable for rest of the year. (The licencing objectives should be promoted for the benefit of local residents and their families relaxing at home on bank holidays).

Conditions to be added to the premises licence

1 . The courtyard shall not be used as a seating area or area for the gathering of people or playing of music (live or recorded) **at anytime other than for pre-arranged events during licensed hours**

6. During the licenced hours, **including at Bank Holidays**, all external doors and windows will be kept closed except for the purposes of access and egress

8. The premises shall be and remain predominantly an events space and not become a drinks bar or drinking establishment, with all functions pre-arranged **and notified one month in advance to the parish council** (who will notify residents)

10. **No noise, including speech, music or machinery, emanating from the premises shall be audible from any residential premises at any time.**

11. There will be no external speakers used for **speech or music , live or recorded, at any time.**

13. The PLH/DPS will ensure that litter arising from people using the premises is cleared away regularly and that it is cleared by 07.00 hrs **Monday to Sunday from the approach to the premises from and along Bubup Hill.**

14. Temporary event notices will not be applied for that would allow the sale of alcohol or other licensable activities to take place **at any time either at the event venue or the associated meadow.**

ADDITIONAL CONDITIONS REQUESTED (Re Objective to prevent public nuisance)

1. The applicant makes it a condition of any contract with a third party that people associated with the event will remain within the perimeter of the event premises and not use any part of the village public space or any other private/residential space other than to exit or enter the event.

2. The applicant makes it a condition of any contract with a third party that people associated with the event will park their cars and alight/enter taxis in the car parking areas provided by the event organisers on their land.

3. The applicant will ensure that clear signposting for the venue is in place directing traffic along the shortest route through the village to the event premises.