

**NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**

**LICENSING SUB COMMITTEE – 28 September 2009**

Title of report	<b>APPLICATION FOR VARIATION OF A PREMISES LICENCE</b>
Contacts	<p>Councillor Alison Smith 01530 835668 <a href="mailto:alison.smith@nwleicestershire.gov.uk">alison.smith@nwleicestershire.gov.uk</a></p> <p>Commercial Services Manager 01530 454610 <a href="mailto:lee.mansfield@nwleicestershire.gov.uk">lee.mansfield@nwleicestershire.gov.uk</a></p> <p>Licensing Enforcement Officer 01530 454596 <a href="mailto:andy.cooper@nwleicestershire.gov.uk">andy.cooper@nwleicestershire.gov.uk</a></p>
Purpose of report	<p>To determine an application for variation of a premises licence in respect of premises, Ashby War Memorial Club, North Street, Ashby De La Zouch, Leicestershire, LE65 1HS. This report outlines the application and summarises the representations received. It also highlights the licensing objectives, the relevant parts of Government guidance and the pertinent sections of the Licensing Authority's Licensing Policy.</p>
Strategic aims	Strong and Safer Communities
<p>Implications:</p> <p>Financial/Staff</p> <p>Link to relevant CAT</p> <p>Risk Management</p> <p>Equalities Impact Assessment</p> <p>Human Rights</p>	<p>Implications arising from an appeal made to the Magistrates Court by anyone aggrieved by the decision of the Sub-Committee.</p> <p>Safer CAT.</p> <p>The usual risks of cost involved if the applicant appeals against the decision of the Committee. In any event and in order to mitigate these risks, the Committee should give clear reasons for its decisions and any such reasons would need to be substantiated in Court.</p> <p>Equality impact assessment to be undertaken during 2009/2010.</p> <p>Article 1 of Protocol 1 of the European Convention of Human Rights provides that everyone is entitled to the peaceful enjoyment of his possessions, except in the public interest and subject to the conditions provided for by law.</p>

Transformational Government	Not applicable.
Consultees	Leicestershire Constabulary, Leicestershire Fire and Rescue Service, Trading Standards, Health and Safety, Environmental Protection, Planning and members of the public/local businesses by way of notice on the premises.
Background papers	Guidance issued under Section 182 of the Licensing Act 2003, the Licensing Act 2003 - all available for reference at <a href="http://www.culture.gov.uk">www.culture.gov.uk</a> and Statement of Licensing Policy -available for reference at <a href="http://www.nwleics.gov.uk/licensing">www.nwleics.gov.uk/licensing</a>
Recommendations	<b>THAT THE SUB-COMMITTEE DETERMINE THE APPLICATION.</b>

## 1. Background

- 1.1 The premises are a part single and part two story building located on North Street, Ashby De La Zouch, which has the benefit of a premises licence under the Licensing Act 2003. A copy of the premises licence is attached as **Appendix 1**.
- 1.2 A map showing the location of the premises is attached as **Appendix 2**.
- 1.3 An application for the variation of premises licence was received from Suzette Elizabeth Lisette Bell-Simmonds on the 31<sup>st</sup> July 2009. A copy of the application is attached as **Appendix 3**. The variation of premises licence is detailed as follows.

### **Indoor sporting events:**

Current permitted licensable activity Monday to Sunday is 09:00 until Midnight, and New Years Eve 09:00 until 02:00hrs the following morning. The application is to extend Friday and Saturdays from 09:00 to 02:00hrs.

**Live music, recorded music, performance of dance, anything of a similar description falling within (e) (f) or (g) of the operating schedule, provision of facilities for making music, for dancing, for entertainment of a similar description to that falling within (l) or (j):**

Current permitted licensable activity Sunday to Thursday is 09:00 until Midnight, Fridays and Saturdays 09:00 until 01:00 and New Years Eve 09:00 until 02:00hrs the following morning. The application is to extend Fridays and Saturdays from 09:00 to 02:00hrs.

### **Late night refreshments:**

Current permitted licensable activity Sunday to Thursday until Midnight, Fridays and Saturdays until 01:00 and New Years Eve until 02:00hrs the following morning. The application is to extend Fridays and Saturdays until 02:00hrs and for the consumption indoors and outdoors.

### **Supply of alcohol:**

Current permitted licensable activity Sunday to Thursday is 09:00 until Midnight, Fridays and Saturdays 09:00 until 01:00 and New Years Eve 09:00 until 02:00hrs the following

morning. The application is to extend Fridays and Saturdays from 09:00 to 02:00hrs and for consumption on and off the premises.

**Hours the premises are open to the Public:**

Sunday to Thursday 09:00 until Midnight, Fridays and Saturdays 09:00 until 01:00hrs and New Years Eve 09:00 until 02:00hrs the following morning. The application is to extend the terminal hours to, Sunday to Thursday 00:30hrs and Fridays and Saturdays to 02:30 hrs the following morning.

In addition to the above, the seasonal variations applied for are as follows:

- An additional hour to the standard finish time on the day when British Summertime commences.
- On New Years Eve, from the end of the permitted hours on New Years Eve to the start of the permitted hours on New Years Day.
- On Bank Holiday Sundays including Easter Sunday until 02:00hrs the following day.

- 1.4 The applicant has identified the following conditions currently imposed on the premises licence which they believe could be removed as a consequence of the proposed variation they have applied for.

**Removal of condition 4, annex 2:** The capacity including staff and performers shall not exceed the following

Billiard Room - 50  
Function Hall - 100  
Function Hall & Lounge - 200  
Total capacity not to exceed 350

**And to replace it with the following:**

Billiard Room - 150  
Function Hall - 200  
Function Hall & Lounge - 350  
Total capacity not to exceed 560

- 1.5 The applicant has specified that they will continue to comply with existing conditions on the licence so far as they relate to additional hours in order to promote the four licensing objectives.

**2.0 Representations**

- 2.1 In respect of an application to vary, the applicant is responsible for advertising the application by way of a notice in specified form at the premises for not less than 28 consecutive days and in a local newspaper. The applicant placed notice in the Ashby Times on August 7<sup>th</sup> 2009 and officers are satisfied that the correct notices have been displayed at the premises.

- 2.2 The applicant is also required to serve each of the responsible authorities, namely, the Police, Fire Authorities, Trading Standards Department and the District Council's Health

and Safety, Environmental Protection and Planning Sections. Officers are satisfied that the applicant has served all parties as required.

- 2.3 There has been one representation from the police authority on the grounds of prevention of crime and disorder, public safety and the protection of children from harm. Following discussions with the applicant, it has been agreed that a condition shall be added to the premises licence to ensure that CCTV is installed and maintained in accordance with the Information Commissioners CCTV code of practice. A copy of the agreement is attached as **Appendix 4**.
- 2.4 Interested parties in the vicinity of the premises are able to make representations within 28 days of display of the notice of application to the Licensing Authority. Four representations have been received from interested parties based on crime and disorder, public safety, protection of children from harm and the prevention of public nuisance. Copies of the representations are attached as **Appendices 5 to 8**.
- 2.5 One representation from Caring Hands has been withdrawn. A copy of the letter is attached as **Appendix 9**.
- 2.6 One representation has been received in support of the application. A copy of the representation is attached as **Appendix 10**.

### **3.0 Additional supporting information**

- 3.1 Additional information has been received from the applicants to include a mission statement, an impact statement, dispersal procedure, a plan, a news paper article referring to cumulative impact zones, application summary, photographs, and a report from PDA Acoustic Consultants. The supporting documents are attached as **Appendices 11 to 19**.

### **4.0 Cumulative Impact**

- 4.1 The premises are situated in Market Street, Ashby De La Zouch which is within the area of the special policy on cumulative impact referred to in the Council's Statement of Licensing Policy.
- 4.2 The effect of adopting a special policy of this kind is to create a rebuttable presumption that applications for new premises licences or club premises certificates or variations will normally be refused following relevant representations, unless the applicant can demonstrate in their operating schedule that there will be no negative cumulative impact on one or more of the licensing objectives.
- 4.3 The Licensing Authority recognises that this policy cannot be absolute and will consider each application properly on its merit and those that are unlikely to contribute to the cumulative impact problems will be approved.

### **5.0 Statutory Guidance**

- 5.1 In making its decision, the Sub-Committee is obliged to have regard to Guidance issued by the Secretary of State under Section 182 of the Licensing Act 2003. All Licensing Committee members have been provided with a full copy of the guidance document.

Officers consider that paragraphs 2.1 to 2.18, 2.19, 2.32 to 2.40, 2.41 to 2.51, 8.5 to 8.11, 8.28 to 8.32, 8.33 to 8.38, and 13.40 to 13.41. may have a bearing upon the application.

## **6.0 Statement of Licensing Policy**

6.1 The Sub-Committee is also obliged to have regard to its own Statement of Licensing Policy. Officers consider that paragraphs 2.1 to 2.11, 3.1 to 3.10, 4.1 to 4.3, 5.1 to 5.3, 6.1, 6.2, 7.1, 7.2, 8.1 to 8.4, 9.1 to 9.3, 10.1 to 10.5, 10.8, 13.1 to 13.2, and 17.1 17.3 may have a bearing upon the application.

## **7.0 Observations**

7.1 The Committee is obliged to determine this application with a view to promoting the licensing objectives, which are:

- the prevention of crime and disorder;
- the prevention of public nuisance;
- public safety;
- the protection of children from harm.

7.2 The Committee may take such of the following steps, if any, as it considers necessary for the promotion of the licensing objectives:

- a) Grant the application as requested.
- b) Modify the conditions of the licence, by altering or omitting or adding to them.
- c) Reject the whole or part of the application.

7.3 There is a right of appeal to the Magistrates Court against the decision of the Sub-Committee by the applicant, premises licence holder and persons who made relevant representations.

**NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL****Premises licence number**

NWL20192

**Part 1 – Premises details****Postal address of premises, or if none, ordnance survey map reference or description**

Ashby War Memorial Club, North Street, Ashby de la Zouch

**Post town**

Leicestershire

**Post code**

LE65 1HS

**Telephone number****Where the licence is time limited the dates**

Not applicable

**Licensable activities authorised by the licence**

1. Indoor Sporting events
2. Live Music (indoors)
3. Recorded Music (indoors)
4. Performance of Dance (indoors)
5. Anything of a similar description to 2, 3 or 4 (indoors)
6. Provision of facilities for making music (indoors)
7. Provision of facilities for dancing (indoors)
8. Provision of facilities for entertainment of a similar description to that falling within 6 or 7 (indoors)
9. Sale of alcohol by retail for consumption on the premises

**The time the licence authorises the carrying out of licensable activities****Indoor sporting events:**

Monday to Sunday 09:00 hrs until 12 midnight  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Live Music (indoors):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Recorded Music (indoors):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Performance of dance (indoors):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Anything of a similar description to that falling within 2, 3 or 4 (indoors) (see above):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Provision of facilities for making music (indoors):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Provision of facilities for dancing (indoors):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Provision of facilities for entertainment of a similar description to that falling within 6 or 7 (indoors) (see above):**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Late Night Refreshment:**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**Sale by retail of alcohol for consumption on the premises:**

Sunday to Thursday 09:00 hrs until 12 midnight  
Friday and Saturday 09:00 hrs until 01:00 hrs  
New Year's Eve 09:00 hrs until 02:00 hrs the following morning

**The opening hours of the premises**

Sunday to Thursday 9:00am until 12:00am the following morning  
Friday and Saturday 9:00am until 1:00am the following morning  
New Year's Eve 9:00am until 2.00am the following morning

**Where the licence authorises supplies of alcohol whether these are on and/or off supplies**

The sale by retail of alcohol for consumption on the premises



**Part 2**

**Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence**

Suzette Elizabeth Lisette Bell-Simmonds  
Ashby War Memorial Social Club  
North Street  
Ashby de la Zouch  
Leicestershire  
LE65 1HS

**Registered number of holder, for example company number, charity number (where applicable)**

**Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol**

Suzette Elizabeth Lisette Bell-Simmonds  
Ashby War Memorial Social Club  
North Street  
Ashby de la Zouch  
Leicestershire  
LE65 1HS

**Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol**

Personal Licence number of Designated Premises Supervisor: NWL10019

Issuing Authority: North West Leicestershire District Council

## **Annex 1 – Mandatory conditions**

1. No supply of alcohol may be made under the premises licence;
  - a) at a time when there is no designated premises supervisor in respect of the premises licence, or
  - b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. Every supply of alcohol must be made or authorised by a person who holds a personal licence.

## **Annex 2 – Conditions consistent with the operating schedule**

1. Prominent, clear notices shall be displayed requesting customers to respect the needs of local residents and leave the premises and the area quietly.
2. The licensee shall introduce a policy requiring the production of "proof of age" for any sale that takes place where there is any suspicion that the customer is under 18. Such proof may include a pass conforming to the PASS accreditation system, photo driving licence, student cards and passports.
3. The licensee will not introduce or carry on any irresponsible sales promotion or discounting of prices of alcoholic beverages.
4. The capacity including staff and performers, shall not exceed the following:

Billiard Room - 50

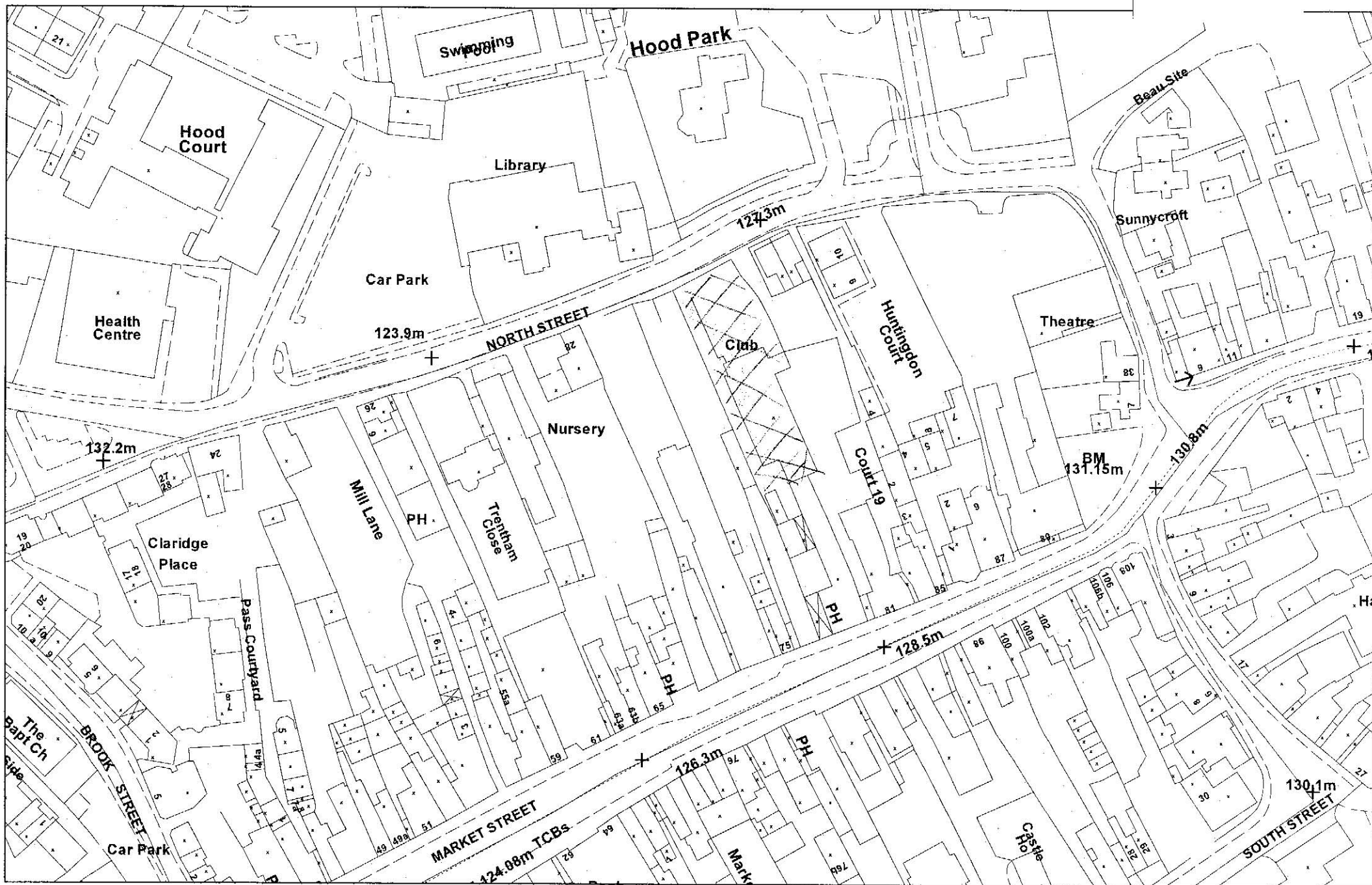
Function Hall - 100

Function Hall & Lounge - 200

Total capacity not to exceed 350

**Annex 3 – Conditions attached after a hearing by the licensing authority**

## Annex 4 - Plans



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Produced using ESRI (UK)'s MapExplorer 2.0 - <http://www.esriuk.com>

Date:  
SLA:  
Scale

28 August 2009  
Not Set  
1:1250

## North West Leicestershire District Council

## Application to vary a premises licence under the Licensing Act 2003

## PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form.  
If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I, Ms Suzette Bell-Simmonds

being the premises licence holder, apply to vary a premises licence under section 34 of the Licensing Act 2003 for the premises described in Part 1 below

<b>Premises licence number</b> NWL20192NWL20192
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## Part 1 – Premises Details

<b>Postal address of premises or, if none, ordnance survey map reference or description</b>
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Ashby War Memorial Club North Street
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<b>Post town</b>	Ashby de la Zouch	<b>Post code</b>	LE65 1HS
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Telephone number at premises (if any)	
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Non-domestic rateable value of premises	£9,200
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## Part 2 – Applicant details

<b>Daytime contact telephone number</b>	
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<b>E-mail address (optional)</b>	
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<b>Current postal address if different from premises address</b>	Queens Head Hotel 79 Market Street
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<b>Post Town</b>	Ashby de la Zouch	<b>Postcode</b>	LE65 1AH
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## Part 3 - Variation

Please tick yes

Do you want the proposed variation to have effect as soon as possible?



If not do you want the variation to take effect from

Day Month Year

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**Please describe briefly the nature of the proposed variation** (Please see guidance note)

1. To extend the hours for the sale of alcohol, provision of regulated entertainment and late night refreshment on Friday and Saturday night only from 01:00 until 02:00 and on other notable days.
2. To allow off sales.
3. To amend condition 4 on the existing licence regarding occupancy figures.

If your proposed variation would mean that 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend

N/A

#### **Part 4 Operating Schedule**

Please complete those parts of the Operating Schedule below which would be subject to change if this application to vary is successful.

##### **Provision of regulated entertainment**

**Please tick yes**

- a) plays (if ticking yes, fill in box A)
- b) films (if ticking yes, fill in box B)
- c) indoor sporting events (if ticking yes, fill in box C)
- d) boxing or wrestling entertainment (if ticking yes, fill in box D)
- e) live music (if ticking yes, fill in box E)
- f) recorded music (if ticking yes, fill in box F)
- g) performances of dance (if ticking yes, fill in box G)
- h) anything of a similar description to that falling within (e), (f) or (g) (if ticking yes, fill in box H)

##### **Provision of entertainment facilities:**

- i) making music (if ticking yes, fill in box I)
- j) dancing (if ticking yes, fill in box J)
- k) entertainment of a similar description to that falling within (i) or (j) (if ticking yes, fill in box K)

**Provision of late night refreshment** (if ticking yes, fill in box L)

**Sale by retail of alcohol** (if ticking yes, fill in box M)

**In all cases complete boxes N, O and P**



**A**

<b>Plays</b> Standard days and timings (please read guidance note 6)			<b>Will the performance of a play take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
Day	Start	Finish	Both <input type="checkbox"/>		
Mon			<b>Please give further details here</b> (please read guidance note 3)		
Tue					
Wed			<b>State any seasonal variations for performing plays</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the performance of plays at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					

**B**

<b>Films</b> Standard days and timings (please read guidance note 6)			<b>Will the exhibition of films take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input type="checkbox"/>
				Outdoors	<input type="checkbox"/>
Day	Start	Finish	Both <input type="checkbox"/>		
Mon			<b>Please give further details here</b> (please read guidance note 3)		
Tue					
Wed			<b>State any seasonal variations for the exhibition of films</b> (please read guidance note 4)		
Thur					
Fri			<b>Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list</b> (please read guidance note 5)		
Sat					
Sun					

**C**

<b>Indoor sporting events</b> Standard days and timings (please read guidance note 6)			<b>Please give further details</b> (please read guidance note 3)
Day	Start	Finish	
Mon	No Change		<b>State any seasonal variations for indoor sporting events</b> (please read guidance note 4)
Tue	No Change		
Wed	No Change		
Thur	No Change		<b>Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.  On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.  On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.
Fri	09:00	02:00	
Sat	09:00	02:00	
Sun	No Change		

**D**

<b>Boxing or wrestling entertainments</b> Standard days and timings (please read guidance note 6)			<b>Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	
Day	Start	Finish	Indoors	<input type="checkbox"/>
Mon			Outdoors	<input type="checkbox"/>
Tue			Both	<input type="checkbox"/>
Wed			<b>Please give further details here</b> (please read guidance note 3)	
Thur			<b>State any seasonal variations for boxing or wrestling entertainment</b> (please read guidance note 4)	
Fri			<b>Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list</b> (please read guidance note 5)	
Sat				
Sun				

**E**

<b>Live music</b> Standard days and timings (please read guidance note 6)			<b>Will the performance of live music take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b>Please give further details here</b> (please read guidance note 3)		
Mon	No Change				
Tue	No Change				
Wed	No Change		<b>State any seasonal variations for the performance of live music</b> (please read guidance note 4)		
Thur	No Change				
Fri	09:00	02:00			
Sat	09:00	02:00	<b>Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.		
Sun	No Change				
			On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.		
			On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.		

**F**

<b>Recorded music</b> Standard days and timings (please read guidance note 6)			<b>Will the playing of recorded music take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b>Please give further details here</b> (please read guidance note 3)		
Mon	No Change				
Tue	No Change				
Wed	No Change		<b>State any seasonal variations for the playing of recorded music</b> (please read guidance note 4)		
Thur	No Change				
Fri	09:00	02:00			
Sat	09:00	02:00	<b>Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.		
Sun	No Change				
			On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.		
			On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.		

**G**

<b>Performances of dance</b> Standard days and timings (please read guidance note 6)			<b>Will the performance of dance take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
				Outdoors	<input type="checkbox"/>
				Both	<input type="checkbox"/>
Day	Start	Finish	<b>Please give further details here</b> (please read guidance note 3)		
Mon	No Change				
Tue	No Change		<b>State any seasonal variations for the performance of dance</b> (please read guidance note 4)		
Wed	No Change				
Thur	No Change		<b>Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.		
Fri	09:00	02:00			
Sat	09:00	02:00	On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.  On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.		
Sun	No Change				

**H**

<b>Anything of a similar description to that falling within (e), (f) or (g)</b> Standard days and timings (please read guidance note 6)			<b>Please give a description of the type of entertainment you will be providing</b>		
Day	Start	Finish	<b>Will this entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 2)	Indoors	<input checked="" type="checkbox"/>
Mon	No Change			Outdoors	<input type="checkbox"/>
Tue	No Change		<b>Please give further details here</b> (please read guidance note 3)		
Wed	No Change				
Thur	No Change		<b>State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g)</b> (please read guidance note 4)		
Fri	09:00	02:00			
Sat	09:00	02:00	<b>Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list</b>		
Sun	No Change				

			<p>(please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.</p> <p>On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.</p> <p>On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.</p>
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<b>Provision of facilities for making music</b> Standard days and timings (please read guidance note 6)			<b><u>Please give a description of the facilities for making music you will be providing</u></b>	
			<b><u>Will the facilities for making music be indoors or outdoors or both – please tick</u></b> (please read guidance note 2)	Indoors <input checked="" type="checkbox"/>
				Outdoors <input type="checkbox"/>
				Both <input type="checkbox"/>
Day	Start	Finish	<b><u>Please give further details here</u></b> (please read guidance note 3)	
Mon	No Change			
Tue	No Change			
Wed	No Change			
Thur	No Change		<b><u>State any seasonal variations for the provision of facilities for making music</u></b> (please read guidance note 4)	
Fri	09:00	02:00		
Sat	09:00	02:00		
Sun	No Change		<b><u>Non standard timings. Where you intend to use the premises for provision of facilities for making music at different times to those listed in the column on the left, please list</u></b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.  On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.  On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.	

**J**

<b>Provision of facilities for dancing</b> Standard days and timings (please read guidance note 6)			<b>Will the facilities for dancing be indoors or outdoors or both – please tick</b> (see guidance note 2)		Indoors	<input checked="" type="checkbox"/>
					Outdoors	<input type="checkbox"/>
					Both	<input type="checkbox"/>
Day	Start	Finish	<b>Please give a description of the facilities for dancing you will be providing</b>			
Mon	No Change		<b>Please give further details here</b> (please read guidance note 3)			
Tue	No Change					
Wed	No Change		<b>State any seasonal variations for providing dancing facilities</b> (please read guidance note 4)			
Thur	No Change					
Fri	09:0	02:00	<b>Non standard timings. Where you intend to use the premises for the provision of facilities for dancing at different times to those listed in the column on the left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.			
Sat	09:00	02:00				
Sun	No Change		On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.  On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.			

**K**

<b>Provision of facilities for entertainment of a similar description to that falling within i or j</b> Standard days and timings (please read guidance note 6)			<b>Please give a description of the type of entertainment facility you will be providing</b>			
Day	Start	Finish	<b>Will the entertainment facility be indoors or outdoors or both – please tick</b> (please read guidance note 2)		Indoors	<input checked="" type="checkbox"/>
Mon	No Change				Outdoors	<input type="checkbox"/>
Tue	No Change				Both	<input type="checkbox"/>
Wed	No Change		<b>Please give further details here</b> (please read guidance note 3)			
Thur	No Change		<b>State any seasonal variations for the provision of facilities for entertainment of a similar description to that falling within i or j</b> (please read guidance note 4)			
Fri	09:00	02:00				
Sat	09:00	02:00	<b>Non standard timings. Where you intend to use the premises for the provision of facilities for entertainment of a similar description to that falling within i or j at different times to those listed in the column on the</b>			
Sun	No Change					

			<p><b>left, please list</b> (please read guidance note 5) An additional hour to the standard finish time on the day when British Summertime commences.</p> <p>On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.</p> <p>On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.</p>
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**L**

Late night refreshment Standard days and timings (please read guidance note 6)			<u>Will the provision of late night refreshment take place indoors or outdoors or both – please tick</u> (please read guidance note 2)	Indoors	<input type="checkbox"/>
Day	Start	Finish		Outdoors	<input type="checkbox"/>
Mon	No Change		<u>Please give further details here</u> (please read guidance note 3)	Both	<input checked="" type="checkbox"/>
Tue	No Change				
Wed	No Change				
Thur	No Change		<u>State any seasonal variations for the provision of late night refreshment</u> (please read guidance note 4)		
Fri	23:00	02:00			
Sat	23:00	02:00			
Sun	No Change				
			<p><b>Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list</b> (please read guidance note 5)</p> <p>An additional hour to the standard finish time on the day when British Summertime commences.</p> <p>On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.</p> <p>On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.</p>		

**M**

<b>Supply of alcohol</b> Standard days and timings (please read guidance note 6)			<b>Will the supply of alcohol be for consumption</b> (Please tick box) (please read guidance note 7)	On the premises	<input type="checkbox"/>
				Off the premises	<input type="checkbox"/>
				Both	<input checked="" type="checkbox"/>
Day	Start	Finish	<p><b>State any seasonal variations for the supply of alcohol</b> (please read guidance note 4)</p> <p><b>Non-standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list</b> (please read guidance note 5)</p> <p>An additional hour to the standard finish time on the day when British Summertime commences.</p> <p>On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.</p> <p>On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.</p>		
Mon	No Change				
Tue	No Change				
Wed	No Change				
Thur	No Change				
Fri	09:00	02:00			
Sat	09:00	02:00			
Sun	No Change				

**N**

**Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children** (please read guidance note 8)

NONE

**O**

<b>Hours premises are open to the public</b> Standard days and timings (please read guidance note 6)			<b>State any seasonal variations</b> (please read guidance note 4)
Day	Start	Finish	
Mon	09:00	00:30	
Tue	09:00	00:30	
Wed	09:00	00:30	
Thur	09:00	00:30	
Fri	09:00	02:30	
Sat	09:00	02:30	
Sun	09:00	00:30	<p><b>Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list</b> (please read guidance note 5)</p> <p>An additional hour to the standard finish time on the day when British Summertime commences.</p> <p>On New Year's Eve, from the end of permitted hours on New Year's Eve to the start of permitted hours on New Year's Day.</p> <p>On Bank Holiday Sundays (including Easter Sunday) until 02:00 the following day.</p>



Please identify those conditions currently imposed on the licence which you believe could be removed as a consequence of the proposed variation you are seeking

" 4. Capacity including staff and performers, shall not exceed the following:

- Billiard Room – 50
- Function Hall – 100
- Function Hall & Lounge – 200
- Total capacity not to exceed 350"

And to replace it with the following

4. Capacity including staff and performers, shall not exceed the following:

- Billiard Room – 150
- Function Hall – 200
- Function Hall & Lounge – 350
- Total capacity not to exceed 560

Please tick yes

- I have enclosed the premises licence
- I have enclosed the relevant part of the premises licence

If you have not ticked one of these boxes please fill in reasons for not including the licence, or part of it, below

Reasons why I have failed to enclose the premises licence or relevant part of premises licence  
The premises licence is presently with the Licensing Authority for a transfer of premise licence holder and variation of DPS.

**P** Describe any additional steps you intend to take to promote the four licensing objectives as a result of the proposed variation:

**a) General – all four licensing objectives (b,c,d,e) (please read guidance note 9)**

The premises licence holder will continue to comply with the existing conditions on the licence so far as they relate to the additional hours.

**b) The prevention of crime and disorder**

Please see a) above.

**c) Public safety**

Please see a) above.

**d) The prevention of public nuisance**

Please see a) above.

**e) The protection of children from harm**

Please see a) above.

Please tick yes

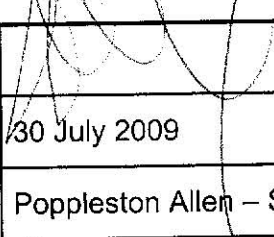
- I have made or enclosed payment of the fee
- I have sent copies of this application and the plan to responsible authorities and others where applicable

- I understand that I must now advertise my application
- I have enclosed the premises licence or relevant part of it or explanation
- I understand that if I do not comply with the above requirements my application will be rejected

**IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION**

**Part 5 – Signatures** (please read guidance note 10)

**Signature of applicant (the current premises licence holder) or applicant's solicitor or other duly authorised agent** (please read guidance note 11). **If signing on behalf of the applicant please state in what capacity.**

Signature	
Date	30 July 2009
Capacity	Poppleston Allen – Solicitors for & on behalf of the applicant

**Where the premises licence is jointly held signature of 2nd applicant (the current premises licence holder) or 2nd applicant's solicitor or other authorised agent** (please read guidance note 12). **If signing on behalf of the applicant please state in what capacity.**

Signature	
Date	
Capacity	

**Contact name (where not previously given) and address for correspondence associated with this application** (please read guidance note 13)

Angela Gardner  
 Poppleston Allen Solicitors  
 37 Stoney Street  
 The Lace Market

<b>Post town</b>	Nottingham	<b>Post code</b>	NG1 1LS
------------------	------------	------------------	---------

<b>Telephone number (if any)</b>	
----------------------------------	--

**If you would prefer us to correspond with you by e-mail your e-mail address (optional)**

**Notes for Guidance**

**This application cannot be used to vary the licence so as to extend the period for which the licence has effect or to vary substantially the premises to which it relates. If you wish to make that type of change to the premises licence you should make a new premises licence application under section 17 of the Licensing Act 2003.**

1. Describe the premises. For example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your

## Leicestershire Constabulary

### Licensing Act 2003 - Representation in respect of Premises Licence

Details of person or body making representation	
Your Name:	Ps587 Sean Moore
Your Address:	Licensing Department, Mansfield House, 74 Belgrave Gate, Leicester LE1 3GG

Details of premises representation is about	
Name of Premises:	Ashby War Memorial Club
Address of premises:	North Street Ashby de La Zouch LE65 1HS
Application No. (if known)	

Please tick one or more of the licensing objectives that your representation relates to:	
Prevention of crime and disorder	<input checked="" type="checkbox"/>
Public Safety	<input checked="" type="checkbox"/>
Prevention of public nuisance	<input type="checkbox"/>
Protection of children from harm	<input checked="" type="checkbox"/>

Please summarise your concerns about this application:
<p>The police ask that the following condition be attached to the licence:</p> <p>The licensee will ensure that CCTV is installed following advice from the Leicestershire Constabulary and maintained in accordance with the Information Commissioner's CCTV Code of Practice.</p>

**Licensing Act 2003**  
**Premises Licence Application**  
**Notification to Local Authority of Agreement Regarding Police Representations.**

Licensing Authority  
North West Leicestershire  
District Council  
Council Offices  
Coalville  
LEICS  
LE67 3FJ

25 August 2009

Dear Sir,

**Licensing Act 2003 – Ashby War Memorial Club**

I write in my capacity as the licensing officer for the Leicestershire Constabulary.

Discussions have taken place with the applicant in relation to the promotion of the Prevention of Crime and Disorder licensing objective.

I am aware that representations have been made that the following conditions should be placed upon the new licence:

The licensee will ensure that CCTV is installed following advice from the Leicestershire Constabulary and maintained in accordance with the Information Commissioners CCTV Code of Practice.

I enclose a notice of agreement signed by the applicant.

If this is agreeable I do not consider that a hearing is necessary.

Yours faithfully,

Signed   
PS567 Sean Moore.

Licensing Act 2003  
Premises Licence Application  
Notification to Local Authority of Agreement Regarding Police Representations.

Licensing Authority

Dear Sir,

Licensing Act 2003 - Police representation for CCTV condition in relation to the application by ASHBY WALK MEMORIAL

*SWISSER*

I write in my capacity as the applicant in relation to the above matter.

Discussions have taken place with the Leicestershire Constabulary in relation to the promotion of the Prevention of Crime and Disorder licensing objective.

I am aware that representations have been made that the following conditions should be placed upon the new licence:

The licensee will ensure that CCTV is installed following advice from the Leicestershire Constabulary Crime Reduction Officer and maintained in accordance with the Information Commissioner's CCTV Code of Practice.

I agree to these conditions and do not therefore consider that a hearing is necessary.

Yours faithfully,

Signed *[Signature]*

Name in block capitals SUZETTE ELIZABETH LISETTE BELL-SIMMONDS

Position in relation to the application i.e. agent/applicant

OWNER

Copy to:  
The Chief Officer of Police,  
The Licensing Department,  
Mansfield House,  
74 Belgrave Gate,  
Leicester LE1 3GG



# Ashby de la Zouch Civic Society

69 Leicester Road  
Ashby de la Zouch  
Leicestershire  
LE65 1DD  
7<sup>th</sup> August 2009

Licencing  
North West Leicestershire District Council  
Council Offices  
Coalville  
Leicestershire  
LE67 3FJ

## **Licencing Application REF: Ashby War Memorial Club**

The following views are made on behalf of over 100 members of the Ashby de la Zouch Civic Society. As you are aware there is an ongoing problem of late night crime and disorder, public nuisance and violence in Ashby de la Zouch town Centre.

This has been contained by the imposition of a special saturation policy for the Town Centre.

We wholeheartedly support this policy which would normally refuse all new licences.

We would conclude on the information available that there is no justification, especially in light of the saturation policy to allow this change of licence application.

The authority seeks to achieve a balance between leisure and entertainment and the needs of local residents. The key licensing objective of late night alcohol and music license is the prevention of crime, disorder and public nuisance.

A late night licence extension for these premises will encourage disorder and anti-social behaviour by concentrating crowds of young people exiting this premises and Ciro's nightclub which are now effectively co-joined.

The co-joined clubs have a capacity of 560 young people and the impact of all these people leaving the premises at the same time would cause disorder and public nuisance. The police manning levels would not be sufficient to control such crowds.

Experience of Ashby shows that, when young people having consumed alcohol, meet in the street, there occurs threatening behaviour, violence and damage to property. These extended premises would be a focus for these people.

There are several residential, over shop flats and residential houses in this area who would be subject to disturbance and the trading hours allowed should reflect this. The impact on residents in the vicinity of a late licence and people congregating in the street is disproportionate and unreasonable.

The proposed closure of Apollo's night club in the town will lead to a concentration of young people attending these premises.

We are of a mind that to maintain the 1.00am licence for this club would allow for a phased closure of the two premises and thus reduce the impact of a 2.00pm closure of both premises on the town centre.

We would also remind the committee of Ashby Town Council's position to object to licence extensions past 11.00pm.

We therefore request that this late licence extension application is refused.

Yours sincerely

C. Tandy  
Vice Chairman Ashby Civic Society  
.cc Ashby Town Council

# ASHBY DE LA ZOUCH MUSEUM

North Street, Ashby de la Zouch, Leics., LE65 1HU.  
Telephone 01530 560090

Charity No.513745

MLA Accreditation.560

Company No.1705930

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North West Leics. District Council  
Licensing Department  
Council Offices  
Coalville.

10.8.2009

Dear Sirs

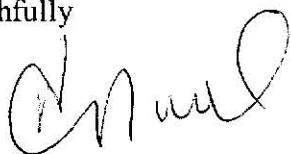
We wish to object to the current application by the War Memorial Social Club of North Street Ashby for permission to sell alcohol for consumption off the premises.

Young adults and children already use the garden area in front of the library/museum for drinking parties: similar use is made of the car park at the rear of these premises. We already have to clear large numbers of wine & spirit bottles and beer cans from behind and in front of the museum premises each week. Our property has been subject to significant vandalism.

Adding another off-sales outlet will further aggravate the problem because

- 1) It is opposite the museum/library, car park and Hood Park.
- 2) Ashby has numerous off-licences and supermarkets selling alcohol during the day and evening.
- 3) Sales of alcohol in this area could lead to further disturbances in Hood Park.

Yours faithfully



Robert Jones, Vice Chairman of Trustees.

25 AUG 2009

24/8/2009

No.1 Court 19,  
North Street, Ashby De La Zouch, Leicestershire.

Licensing Department  
North West Leicestershire District Council,  
Council Offices, Coalville.

Dear Sir/Madam

I am a resident at Court 19, North Street, Ashby De La Zouch.

I am writing to object to the proposal of extended hours, increased sale of alcohol and extended occupancy figures of Ashby War Memorial Club, North Street, Ashby De La Zouch.

Living directly opposite the club I feel this extension to Ciro's nightclub will bring unacceptable levels of noise from the music and clientele, well into the early hours. This is a residential area and I feel it is unacceptable to allow development of a nightclub only meters from my home.

I trust that you will consider my objections to the licensing extension

Yours Faithfully,



Jane Mummery





Our Ref: RGE/MP  
 26<sup>th</sup> August 2009

Licensing Department  
 North West Leicestershire District Council  
 Council Offices  
 Coalville  
 Leics  
 LE67 3FJ

Dear Sirs

**RE: LICENSING ACT 2003 - APPLICATION FOR VARIATIONS  
 ASHBY WAR MEMORIAL CLUB, NORTH STREET, ASHBY DE LA ZOUCH, LE65 1HS**

We act on behalf of a number of individuals and businesses who are listed on the attached sheet who qualify as interested parties being people living in the vicinity of the premises in question and/or involved in a business in the vicinity of the premises.

The dwellings at 1-4 Court 19, Market Street lie within 14 – 16 metres of the building including an elevation of the application building with opening windows. The premises are within 65 metres of the Lewis Charlton school in North Street which is residential and accommodating children with special educational needs. Further, one of our clients has recently obtained planning permission to extend the dwellings in Court 19 to provide 2 new flats which would be within 20 metres of the proposed site. They further have an application in with the Council for planning permission for semi detached dwellings which would be within 10 metres of opening windows within the application building.

Our clients have instructed us to object to the following: -

1. The proposed variation to the hours for the sale of alcohol, the provision of regulated entertainment and the provision of late night refreshment.
2. The proposed variation to the opening hours.
3. The proposed variation to allow off sales.
4. The proposed increase in the capacity of the various rooms and the total capacity.

The reasons for the objections are set out under the headings below by reference to the licensing objectives.

In this context we would emphasise that the premises are in the Ashby de la Zouch special policy area which, according to the Council's Licensing Policy, establishes a presumption to refuse unless an applicant can demonstrate that there would be no negative cumulative impact on one or more of the licensing objectives: -

2/Cont...

#### Promoting the Prevention of Crime and Disorder

The variations are intended to enable premises of a quite different character to become established. Based on current promotions for forthcoming events envisaged by the applicant it is apparent that the applicant seeks to attract substantial numbers of new customers into the area. The potential for attracting new custom to what is in effect a wholly new venue will not, we believe, promote the prevention of crime and disorder. Quite the reverse we think it will be likely to exacerbate petty crime and disorder in the vicinity and to extend it to a wider part of the town than experiences it already; in particular the area to the north of Market Street including North Street.

#### The Promotion of Public Safety

We are concerned that the capacity is proposed to be increased from 350. We note that the maximum of 560 is put forward but that the capacity increase proposed for the 3 individual rooms in the building totals 700. The figures do not seem to add up.

In any event we are concerned that there is apparently no change to the plan and query whether public safety is being promoted by increasing the capacity by either 60% or 100% without any provision of additional emergency exits.

Further, there is no indication in the application or in any condition proposed as to what measures there might be put in place to ensure that the capacity is not exceeded either overall or in the individual rooms.

We have a more general concern about the provision of facilities within the premises catering for 560 (or 700) with the existing bar, toilet and other facilities. We say this in the light of the fact that a new plan is not being submitted.

#### Promoting the Prevention of Public Nuisance

There is in our clients' view no doubt that public nuisance will increase by virtue of the increase in the numbers attending the premises and the increase in hours proposed for the various licence activities.

In practice the change in the numbers, the increase in hours and the change in the format of the premises is clearly intended to result in a change in the character. Whilst operating as the War Memorial Club the premises have primarily been a drinking establishment with weekly dancing. The proposal is clearly intended to result in a substantial nightclub venue whose clientele, character and impact will be drastically different.

The War Memorial Club is an established feature in the town and whilst giving rise to a limited degree of nuisance to nearby residential occupiers it is clear that the proposals including the change in format, the increase in numbers and hours would result in an increase in public nuisance wholly contrary to the licensing objective. We envisage this would be from music played at the premises, by customers using the premises and by vehicles used by those customers.

3/Cont...

In this context whilst we recognise that with a variation there is no requirement for a new operating schedule we are still surprised that there has been no consideration in the application of a risk assessment in accordance with paragraph 9.2 of the Council's Licensing Policy and that the issue of noise break-out and impact has apparently been given no consideration whatsoever.

Our clients are also concerned that the application to allow off sales will permit drinking outside in a smoking area or in the car park and the opening and closing of doors will allow further noise break out causing further public nuisance. Individuals drinking outside in smoking areas or in the car park or indeed further afield, having bought their drinks on the premises, has the potential for causing very substantial public nuisance.

In all the circumstances we can see no way in which the proposal will promote the licensing objectives and would urge the Council to refuse the variations proposed.

We anticipate that a hearing will be necessary and would welcome the opportunity of making representations personally to the Committee.

Yours faithfully



Roger Etchells

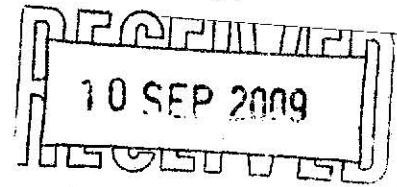
Email: [roger@rogeretchells.co.uk](mailto:roger@rogeretchells.co.uk)

Enc

### INTERESTED PARTIES

Jane Bryan Grange House 47 High Street Packington Leicestershire LE65 1WJ	Business Interest Letting No.s 1, 2 and 3 Court 19 Market Street Ashby de la Zouch
Sharon Bills 3 Court 19 Market Street Ashby de la Zouch Leicestershire	Resident
Ashby Partitioning Ltd C/O M Warren	Business Interest Letting Huntingdon House & Huntingdon Court Market Street Ashby de la Zouch
B Jones & S McMons	Employees Lewis Charlton School North Street Ashby de la Zouch
A Fairbrother, S Martin, M Cumberland, M Sheasby, M Smith, J Small, L O'Connor, T Stevenson	Caring Hands Huntingdon House 87 Market Street Ashby de la Zouch

Caring Hands,  
Huntingdon House,  
87 Market Street,  
Ashby-de-la-Zouch,  
Leics.  
LE65 1AH



04/09/09

Dear Sirs,

We recently placed an objection to the extension of the licence on The War Memorial premises. It has since been made clear to us that the information we were given that led to us placing that objection was in fact incorrect. We were told that our car park would be used, that coach loads of people would be arriving in the town and noise levels would go on throughout the night. We were also led to believe that there would be an increase in antisocial behaviour. We did not realise that the document we signed would be used in court. Since then, we have come to understand that in actual fact The War Memorial itself is being converted into a functions room and the only extension of Ciro's Nightclub will be in the room previously known as The Red Rooms. We have viewed the Dispersal Procedure and in light of all of the above wish to withdraw our objection. We would also like to mention that we feel that Ciro's is a much safer and pleasant environment than the other nightclub in Ashby, Apollos.

Yours Sincerely

A. Fairbrother,

S. Martin,

M. Cumberland,

M. Sheasby,

M. Smith,

J. Small

L. O'Connor,

T. Stevenson

*J. Small*

*L. O'Connor*

*T. Stevenson*

*M. Cumberland*

*M. Sheasby*

*M. Smith*

Suzanne Wootton  
Just for you.  
1 Huntington court.  
Ashby de la Zouch  
Leicestershire  
LE65  
28/08/09

Dear Lisette,

I was very surprised to see the objection to your licence for Ashby social club. I was approached by a gentleman one day last week who's exact words were "Ashby social club will be filled with 600 black people, and all our car parks will be full of their cars. The noise will be horrendous, and that you have made no provisions for dispersal off the venue."

I have been in Huntington court for over 15 years, and have never in all that time had any problems with either Ciro's nightclub, or Ashby social club. I am more than happy for Ashby social club to have a 2am licence, in fact I believe Ashby needs more controlled areas to socialise in, and am looking forward to it. I am willing to attend any hearing to voice my support.

Yours truly,



Suzanne Wootton

# THE QUEENS HEAD HOTEL

79, MARKET STREET  
ASHBY-DE-LA-ZOUCH  
LEICS. LE65 1AH  
TEL.01530 412780. FAX. 01530 412134  
VAT.727821129  
28/08/09

Dear Andy,

Many thanks for your patients.

I have enclosed a revised mission statement and impact statement for Ashby social club. I have also enclosed dispersal procedure, and letter from "just for you" from Suzanne Wootton, to be included in the hearing documents.

I don't know whether you can submit it but I have enclosed an article in the Publican, relating to a licence granted in a cumulative impact zone, due to evidence showing the bar was well run and had no previous history of problems.

I have been to see some of the people on the objection letter from Roger Etchells, The people who I have spoken to seemed to think they were signing a petition rather than personally objecting by name on a document.

In the case of Caring hands a petition was put in front of them they were then told old people were having to move out, because of Ciro's ( not Ashby social club) so they just signed. The manager is on holiday at present, but I have an appointment to see her on Wednesday 2<sup>nd</sup> September.

I have sent all objectors a copy of all documents enclosed with a covering letter inviting them to contact me or come and visit the premises, at their convenience.

Kind Regards



Lisette Bell-Simmonds

Mission Statement for Ashby social club.  
Incorporating Ciro's & VIP Rooms

Ashby war memorial club would like to extend its premises to incorporate part of Ciro's nightclub.

The upstairs bar formally known as the red rooms has now been extended by taking down one office. The other 2 offices upstairs have been converted to ladies & gents toilets, and the fire exit has been extended to 2 double fire exits. A bar, DJ box and stage have been built in to accommodate Live bands and local D.J.s.

There is a terrace leading off the main room which will accommodate our smokers. The main stairs to the upstairs room will lead directly off Ciro's smoking patio area. This room has a 1am license Friday and Saturday, it also has 50 capacity on the license which was assessed by the fire department many years ago. This is no longer relevant as the onus is now on the company to do a risk assessment. This I have done with an independent risk assessor, he has given me a capacity of 150, providing I put in double fire doors.

We would also like to have a VIP area and a relaxing room, this we could do at the rear end of the Ashby social club, formally known as the family room.

We would like to build in some VIP booths, and have lots of relaxing sofas and chairs. This room also leads directly on to Ciro's patio area.

This room also has a license on Friday and Saturday till 1am with a 100 capacity on the licence. I will not be asking for an increase in numbers in this room, only an extension from 1 am till 2 am on a Friday and Saturday..

Neither of these two areas will enter or exit from North street, but would enter through Ciro's main entrance at the Queens Head Hotel.

Every Friday & Saturday night Ciro's has queues of 100 to 150 people in a controlled area in a queuing system. These queues start approximately at 11pm and are still there at 1.30am, at which time we have to turn everyone away as we close at 2am and cannot accommodate them.

At the present time Ciro's employs 5 registered door staff on a Friday and Saturday night, This is three more staff than any other licensed venue in the town, even though we are smaller than most of them.

We do this because we want to be able to control most of the situations that arise in the licensing trade.

We adhere to the ID 21 policy. And do random searches. Our customers know this so we have very little trouble.

Were we to get the licence extended from 1am to 2am on a Friday and Saturday, we would employ another 3 door staff making a total of 8, which would also enable us to carry out the dispersal procedure to the full.

(See attached)



Impact statement for Ashby social club.  
Incorporating Ciro's Club

Ashby Social club, when it is full will potentially have a capacity of 450 with both the family room, (to be chill out area) which has a licence of 100 capacity, and the top room (billiard room) capacity now 50 but to be 150, And the function room now 200 to stay the same. Only open for functions.

The family room & the billiard room will join with Ciro;s which would increase Ciro's to 560.

At present Ciro's turns between 100 & 150 people away every Friday & Saturday night, these people wander around the streets with no where to go, and they are queuing from approximately 11 pm through to 1.30 am, both within our premises and on the street. Should we gain the extra capacity these people, as opposed to being on the street, would be controlled within a queue system inside our premises and would be monitored through our door staff.

When inside our premises we will regulate each area of our premises by security and number clickers. We will employ a total of 8 specially trained door staff for each of the week end nights.

The security employed is working to become an accredited company, and are of the highest standard. They attend pub watch meetings, and monthly meetings with me, so they are always aware of any problems in the community.

Therefore, with the proposed closure of Apollo's night club, we strongly feel that a larger venue would facilitate in reducing crime and disorder, by pulling these people off the streets and creating a contained and controlled environment.

As to the noise pollution I have boarded up all the windows, with two layers of MDF board filled with British standard fibre glass insulation.

I have installed another 16 ctv cameras making a total of 29 cameras altogether, in line with recommendations from the prevention of crime and disorder officer, these to include car park on North street..

We have an Ashby Social (Ciro's club )dispersal policy, which we implement at 2am. Please see attached.

### VIP Rooms Ashby social club

This area of the Ashby Social club, we would like to keep as it is. We would like to renovate the room, but still offer this club to the people of Ashby as a function room, we would like to specialise in Weddings, Funerals, Anniversaries, Quiz nights, Comedy nights, and birthday parties.( not 18th birthday parties).

This would be run separate from Ciro's, and would only be open when we have bookings. The customers would enter from North Street and exited from North street. Depending on the event we would still have security over seeing everything, and responsible people on the premises at all times.

At present like the other bars this has a 1am licence on a Friday and Saturday. It also has a 200 capacity on the licence, this we would not want to change, as this amount has been assessed the same by our own assessor.

Although we have asked for a 2am licence, we would be happy to keep this area of the Ashby social club at a 1am licence, this would then have the staggering effect I believe the people and authorities of Ashby would want.

Ashby social club/ Ciro's nightclub, 79 Market street, Ashby de la Zouch, Leicestershire, LE65 1AH

Dispersal Procedure for Ashby social club, (incorporating Ciro's nightclub).

#### Introduction

It is acknowledged by Lisette Bell-Simmonds (the proprietor) that there may be a conflict between the legitimate right of Ashby social club to provide alcohol and other licensable activities and the equally legitimate right of neighbours to enjoy their homes and businesses without disturbance.

Ashby social club also acknowledges that popular venues are potential sources of nuisance, antisocial behaviour and crime which may create concern for the immediate neighbourhood, its residents and the relevant authorities.

#### Definition

The Dispersal Procedure is not to be confused with The Evacuation Procedure, any design standard, any other operational policies or any agreed/enforced rules or guidelines.

The Dispersal Procedure (around the terminal hour) is dedicated to make the maximum contribution by exercising pro-active measures, towards and at the end of trading, to move customers from the venue and its immediate area in such a way as to cause minimum disturbance or nuisance to neighbours, both residential and business, and to make the minimum impact upon the neighbourhood in relation to potential nuisance, antisocial behaviour and crime.

The relevance of the time of closure is recognised as meriting this special attention and concern.

This procedure document is specific to Ashby social club & Ciro's nightclub and its locality.

The Dispersal Procedure has been formulated by Lisette Bell-Simmonds in conjunction with police, senior representatives and security of the venue. It will be discussed with the licensing officers of the local council and police.

The Dispersal Procedure is subject to review and will address problems and concerns as they are identified in order to establish a permanent reduction or elimination.

#### Neighbours Charter

As there are residential neighbours in the local area they will be given a copy of the venue's 'Neighbours Charter'.

This charter explains the existence and aims of The Dispersal Procedure and gives clear communication lines so any neighbour can draw attention to a matter which causes concern (these may relate to customers departing or any other issue).

Should there be a need, a committee which comprises representatives of the venue and residential neighbours, along with other persons as appropriate, will be established to create good and close relations.

#### Dispersal Procedure Document

##### 1. Relevance of Licensing Conditions:

We will ensure that the conditions of the Premises Licence, around the terminal hour, are strictly adhered to. This will be operated to encourage the dispersal of patrons gradually, both during the last part of trading and following the end of bar service.

During the last 30 minutes of bar service the points in each bar will be reduced and certain staff re-allocated to collecting glasses or offer customer service in the cloakroom to assist customer departure. A series of measures will be implemented to assist dispersal throughout this period and the 'drinking-up' time.

##### 2. End of Evening Operational Policies:

We will use reduction of volume levels, type of music played and variation of increased lighting levels to encourage the gradual dispersal of patrons during the last part of trading and during the drinking-up period.

DJ announcements may be used to both encourage a gradual dispersal and to remind customers of consideration for neighbours.

##### 3. Cloakroom:

The cloakroom is situated in order to assist the swift return of coats. Management and operation of the cloakroom plays an important part in the dispersal process. (Staffing and control systems are increased in the period prior to bar closure.)

4. Notices at Exit:

In line with Ashby social club/ Ciro's policies, highly visible notices are placed in the foyer requesting exiting customers to leave quietly and to respect neighbours and their property.

5. Door Supervisors:

will encourage ♣ customers to drink-up and progress to the exit within the venue throughout the latter part of drinking-up time;

will draw the ♣ attention of exiting customers to the notices in the foyer and ask them to be considerate;

will ensure the ♣ removal of all bottles and glasses from any customer who attempts to leave the venue carrying one. A table and bottle skip will be positioned just inside the venue by the door to the foyer to collect glasses/bottles.

will actively ♣ encourage customers not to assemble outside the venue;

will direct ♣ customers to the nearest taxi ranks or other transportation away from the area.

will wear high ♣ visibility Jackets from 9pm on the door on all trading nights.

6. Food is available at discounted rates from the venue until the last guest exits Ashby social club/ Ciro's, either in the form of the late night snack menu or Hot Dogs and Large Burgers from the Food area, this is provided to relieve the pressure on the fast food outlets on the street and allow people to head straight to the taxi ranks.

7. Marshalls:

Ashby social club/Ciros will contribute to the funding of the Town Centre Taxi Marshal Service, should this become relevant.

8. Rubbish Patrol:

The area patrolled would be from Ciro's to the right of The Chip shop and to The left of the Co-op.

The venue will send out a 'Rubbish Patrol' following closure. They pick up bottles and food wrappings in a designated area. (These are likely to be from sources other than our venue – but will be collected and disposed of.)

On rare occasions this patrol may be faced with the result of antisocial behaviour such as vomiting and urination. This will be cleared by use with a mop and bucket containing a disinfectant solution.

9. Staff:

Consideration will be given to procedures for staff departures.

10. Training:

Training at all levels will be conducted to ensure understanding and implementation of the venue specific Dispersal Procedure.

**Hours:** Sunday – Thursday 9 am till 12 Midnight

Friday – Saturday 9am till 2:00am

Ashby social club/Ciros operates an established policy to ensure due consideration is given to neighbours by customers dispersing from our premises.

Neighbours Charter

Opening hours:

Sunday – Thursday Functions only 9am – 12 Midnight

Friday – Saturday 9pm - 2am

If you have any concerns in connection with Ciros, please do not hesitate to contact us.

**Contact Numbers:**

General Manager Ciros Lena Horbovtsova 01530 412780

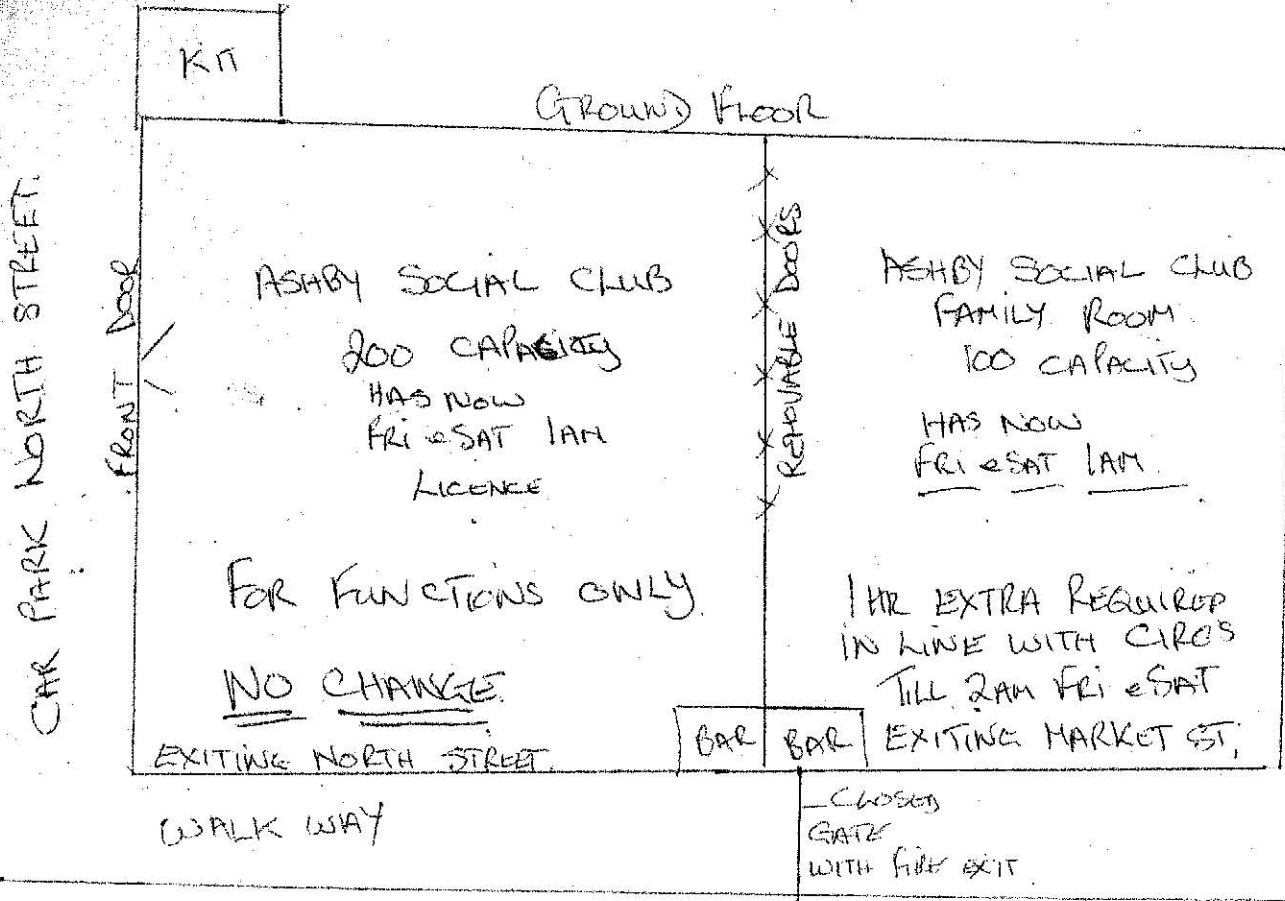
Operations Manager Ciros Lee Firetto 07791 546106

Operations Director Lisette Bell-Simmonds 07973 451304

Head Office Customer Relations 01530 560622

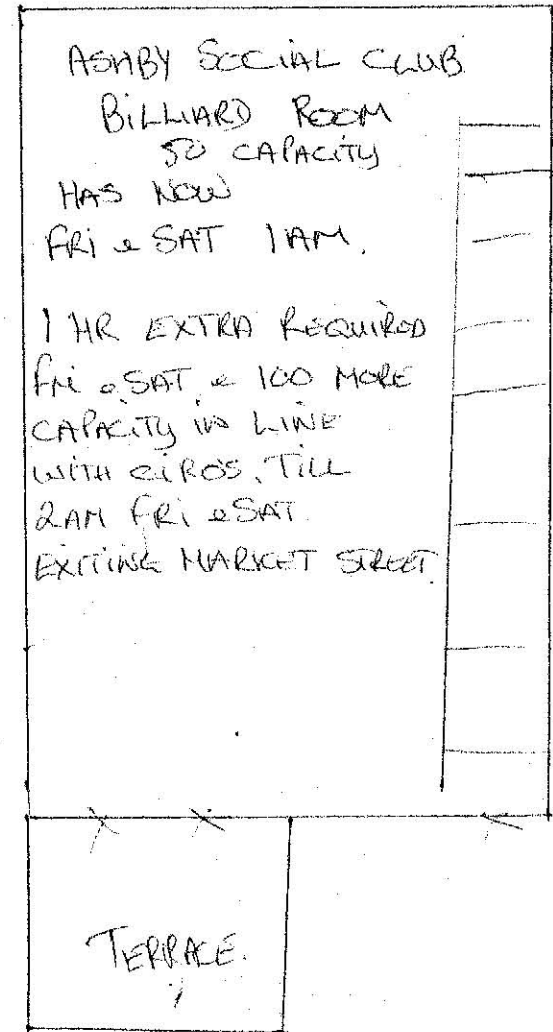
Office; Queens Head Hotel: 79 Market Street, Ashby de la Zouch, Leicestershire. LE65 1AH

# (OJAR MEMORIAL) ASHBY SOCIAL CLUB: PROPOSAL



CAR PARK NORTH STREET

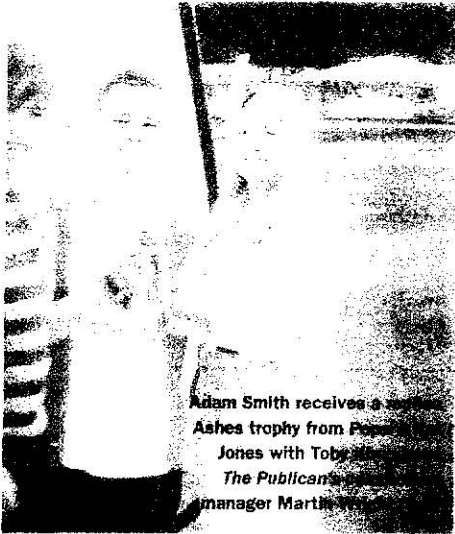
## 1st Floor





News **This Week**

**OWLED OVER BY KAI'S**



Adam Smith receives a trophy from Peter Jones with Toby Kheng, *The Publican's* manager Martin...

A PUB that based an innovative promotion around the recent ICC World Twenty20 Tournament has scooped the Pepsi Cricket Pub 2009 prize.

Manager Adam Smith and colleague Toby Kheng picked up the award, which was run in association with *The Publican*, on behalf of Kai's Bar in Louth, Lincolnshire, at the World Cup Final at Lord's last week.

Judges were impressed by a Kai's Bar promotion that saw customers given vouchers when buying food and drink which could then be redeemed for prizes when boundaries were hit during Twenty20 matches.

Adam said: "It is fantastic to win this award and we had a brilliant day at Lord's. It just goes to show that cricket is a great way to drive footfall into pubs."

**RURAL PUBS MAKE WAY FOR HOUSING**

A CHRONIC shortage of affordable housing in rural areas is causing an "unprecedented" number of pubs and village shops to close, a coalition of groups have warned.

The National Housing Federation has joined forces with the British Beer & Pub Association (BBPA) and the Rural Shops Alliance (RSA) to call for urgent action, after new figures revealed up to 650 country pubs and 400 village shops will close over the next year.

The BBPA estimates 54 rural pubs will close a month if current trends continue, while the RSA says 33 village shops a month could shut. More than 600 rural pubs closed last year, the BBPA said, and warned there was little sign of this slowing down.

Mark Hastings, the BBPA's director of communications, said: "All too often, pubs are one of the last community facilities in many villages."

"Across a range of fronts, we badly need policies from the government that support pubs."

adjudication scheme gets the green light

**ERT HELP TO DISPUTES**

It had been hoped the government would pay for the service but BII chief Neil Robertson told *The Publican* the bid for funds had not been successful.

However, he said he was encouraged by signs that trade bodies are working closely together.

"The industry is speaking together and it is so important to be united," Robertson said.

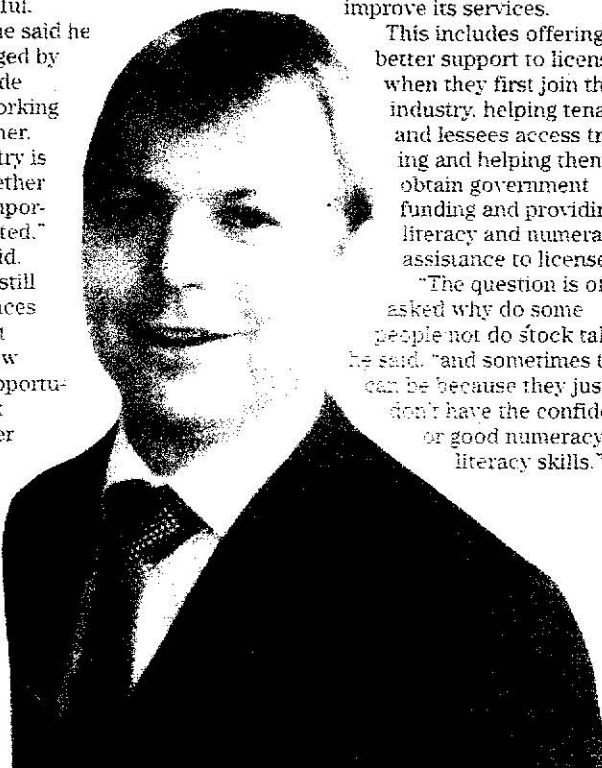
"There are still some differences of opinion but people are now starting for opportunities to work together rather than amplifying differences."

As well as the rent

scheme, Robertson, who took over as chief executive of the organisation in January, has also identified areas where he wants to see the BII improve its services.

This includes offering better support to licensees when they first join the industry, helping tenants and lessees access training and helping them obtain government funding and providing literacy and numeracy assistance to licensees.

"The question is often asked why do some people not do stock takes," he said, "and sometimes this can be because they just don't have the confidence or good numeracy and literacy skills."



BII boss Neil Robertson: "It is so important to be united"

**BAR WINS IN HOURS CASE**

A BAR owner has won a major legal victory by being granted extended hours at his venue despite it being in a cumulative impact zone.

Garry Mallen, owner of Tonic Bar in Beckenham, Kent, previously had his application to extend his hours to 2am at the weekend and 1am during the week rejected by Bromley Council.

The decision was based on the bar being in the town's cumulative impact zone - areas where councils refuse new licence applications due to a high number of venues.

But magistrates overturned the decision due to evidence showing the bar was well run and had no previous history of problems. Evidence from licensing officers on predicted crime and disorder was described as "highly speculative" by the court.

Mallen said: "If you are a good operator with a well-run bar and evidence to support that, then you should not be denied a fair hearing."

Nick Bish, chief executive of the Association of Licensed Multiple Retailers, who worked with the company on the case, said: "The ruling upholds the principle that licensing decisions should be based on fact and evidence not assumption and prejudice."

"It also emphasises that cumulative impact policies can never be absolute."

## ASHBY WAR MEMORIAL CLUB, NORTH STREET, ASHBY DE LA ZOUCH

### Application Summary

This document is intended to explain exactly what the applicant is applying for in the variation application dated 30 July 2009. During discussions with the Licensing Authority and some interested parties who have made representations, it has become clear that some people misunderstand the nature of this application.

1. This is not an application to vary the layout of the premises. The documents filed by the applicant which explain the proposed relationship between the War Memorial Club and Ciro's, are just that – proposals. Any structural/layout changes will be the subject of appropriate further application under the Licensing and/or Planning regimes.
2. In order to avoid any further confusion, this document applies solely to the licensed premises known as Ashby War Memorial Club; Premises Licence number NWL200192.
3. There is no plan attached to the application because it is not an application to vary the layout of the premises (as mentioned above).
4. There are three internal public areas at Ashby War Memorial Club.
  - I. Function Room (facing outwards towards North Street and separated from it by the car park);
  - II. A Family Room (so called on the existing plan); and
  - III. The Billiard Room. The Billiard Room is shown as Section 'D-D' on the drawing number 273/3 already attached to the licence. For ease of reference we attach to this document an excerpt from that plan, and reiterate that no structural changes are proposed and the excerpt is attached simply for information purposes only. Section D-D was previously clarified as being included within the ambit of the licensed premises by the Licensing Authority itself.
5. Unfortunately, the capacity limit at condition 4 of the existing licence refers to rooms which do not exactly match those shown on the plans. This clearly has been the situation for many years. It is not the applicant's job to amend previously confusing capacity figures on a licence, but the applicant has applied to amend those figures and the application has since been amended itself in the light of some of the observations and representations received. In a nutshell, therefore, we are applying for the following:
  - I. The Function Room – capacity remains as already on the licence at 200;
  - II. The Family Room capacity to remain as 100;
  - III. The First Floor (known as the Billiard Room on condition 4 of the existing licence) to increase from 50 to 150.

In other words, a net increase of 100 on the existing capacity. In order to assist with future references and to avoid further confusion, the Committee may wish to indicate the exact delineation of these respective areas by reference to coloured lines. For that reason, and that reason only, we have marked the attached excerpts in a similar way – **however the attached drawing is simply for information purposes only to assist all parties and is not to be construed as a "plan" attached to the application.**

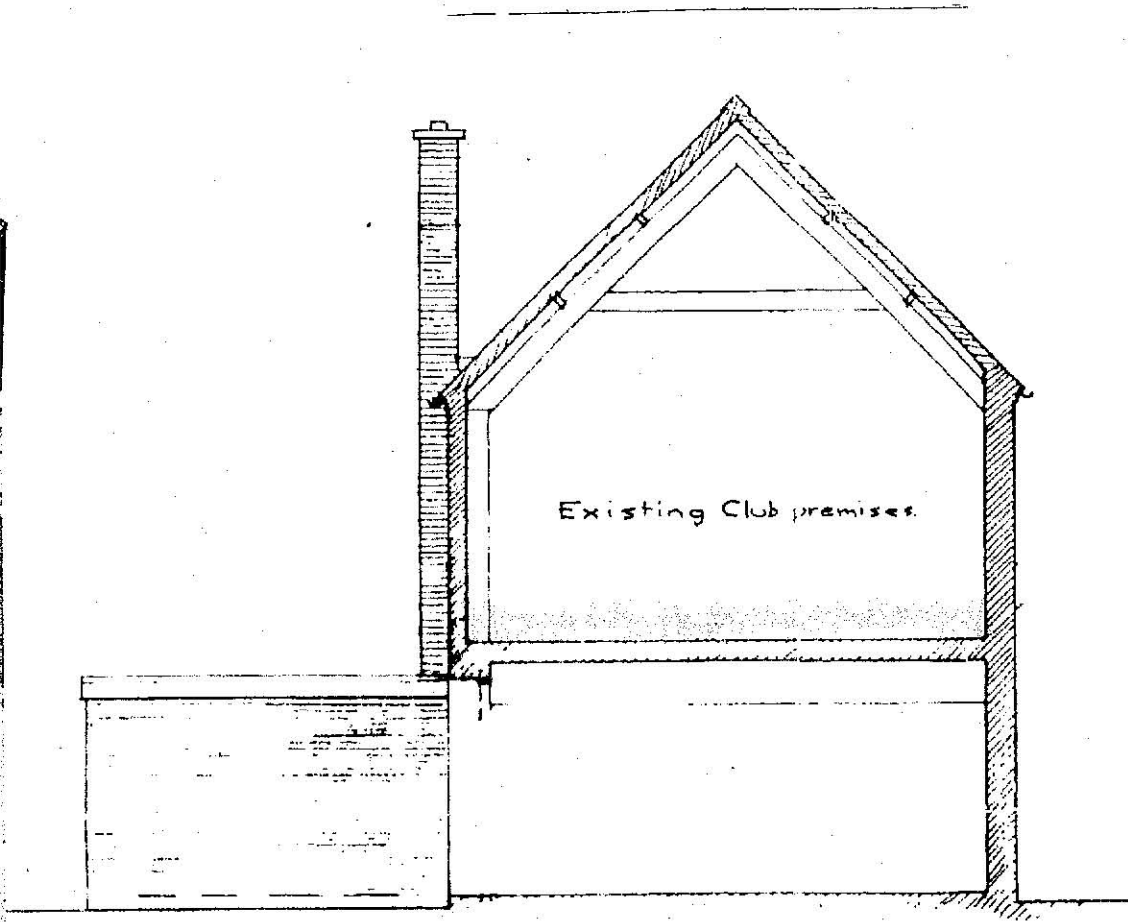
6. We refer to the existing Dispersal Procedure and Neighbours Charter which address, in our view, the more fundamental concerns of some of the objectors. Substantial efforts have been made to liaise with them and resolve their concerns.
7. It is a pity that the existing premises licence upon which this variation application is based is slightly confusing, but it is a licence that we inherited in its present state. We can only apply to vary what is there.

8. We have previously offered a site visit (which we believe would help immensely) but this has been declined by the Licensing Authority.

We trust the above is of some assistance in clarifying some of the issues before the Committee.

Extract from Drawing No: 273/3

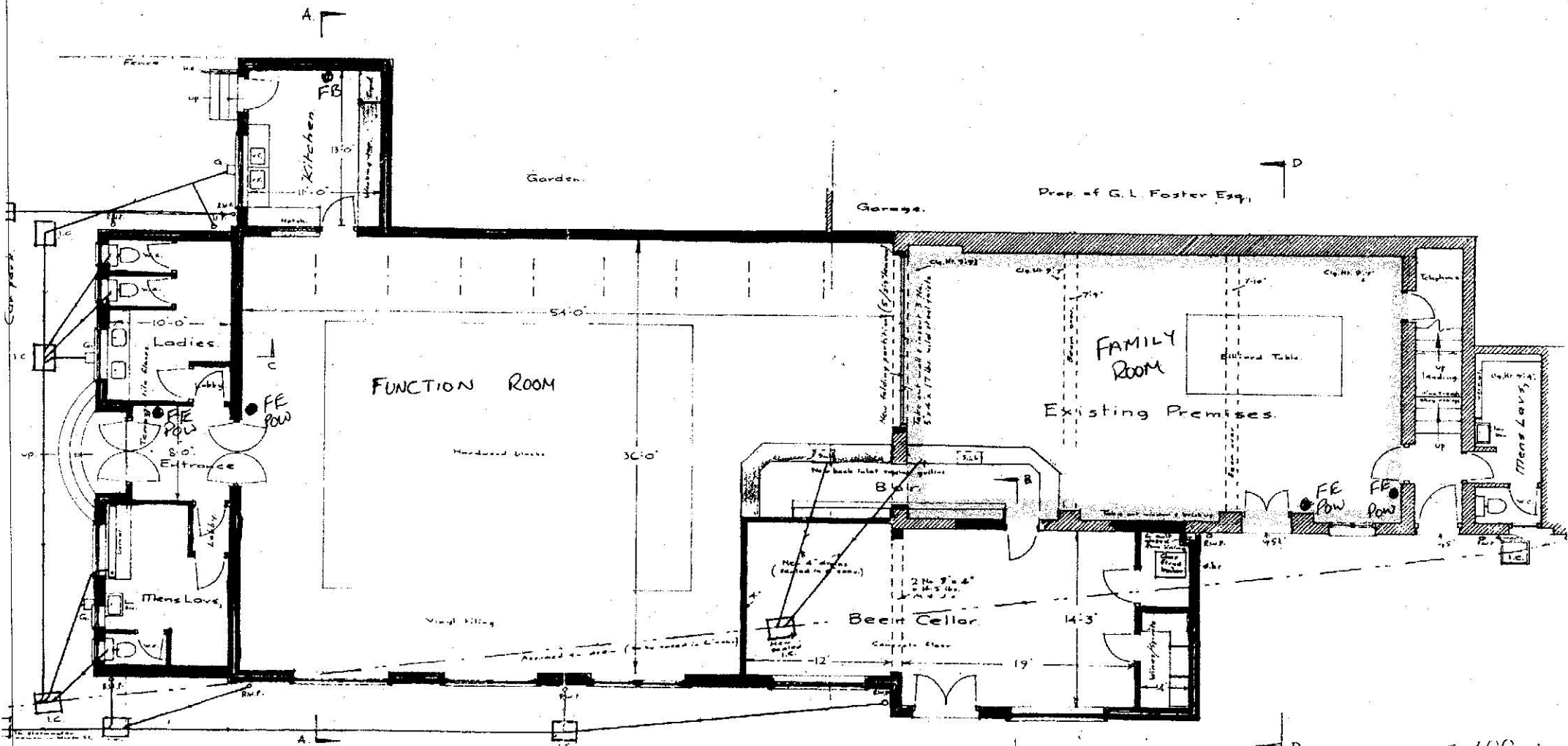
Ashby War Memorial Club  
North Street  
Ashby de la Zouch



**Section D-D**

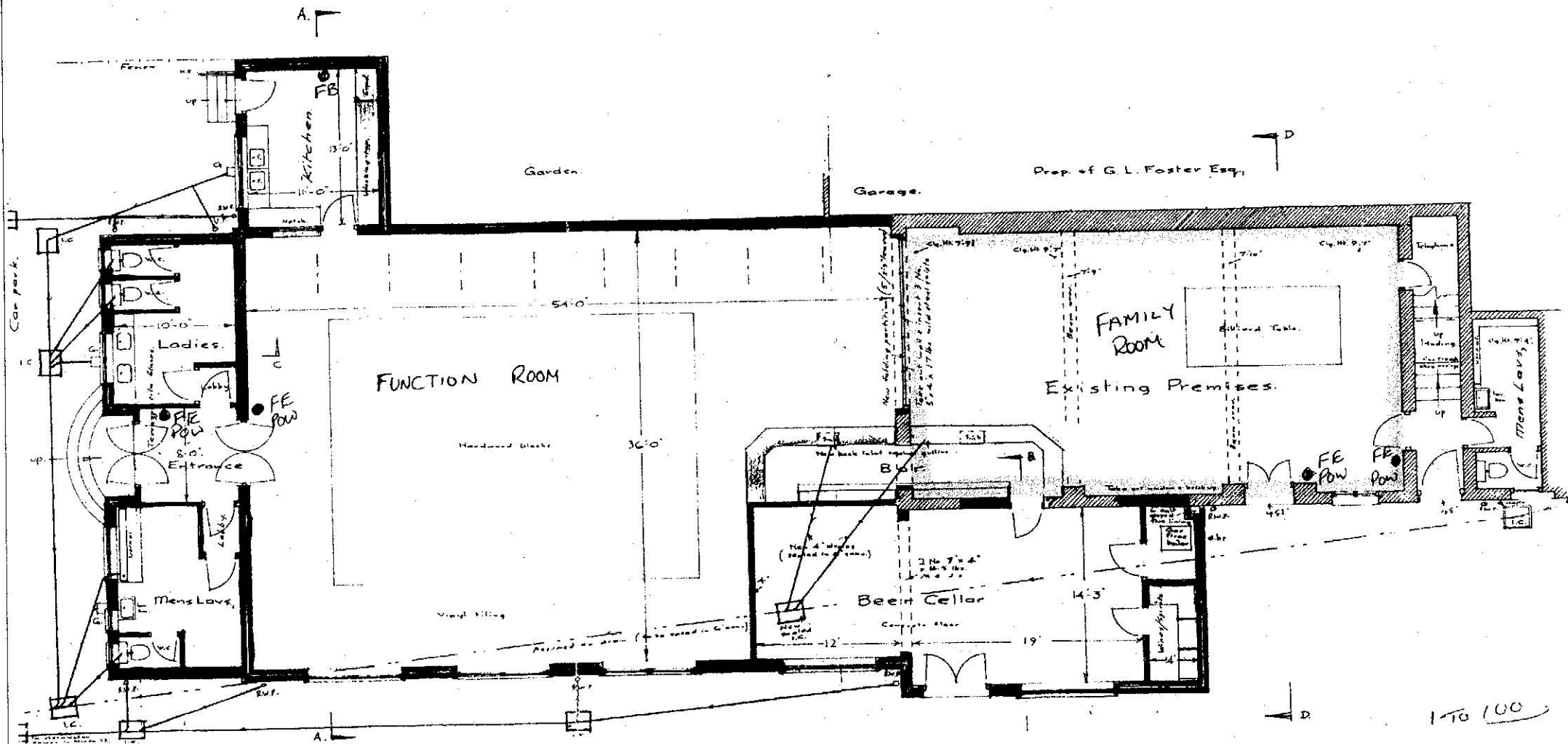
Extract from Drawing No: 273/3

Ashby War Memorial Club  
North Street  
Ashby de la Zouch



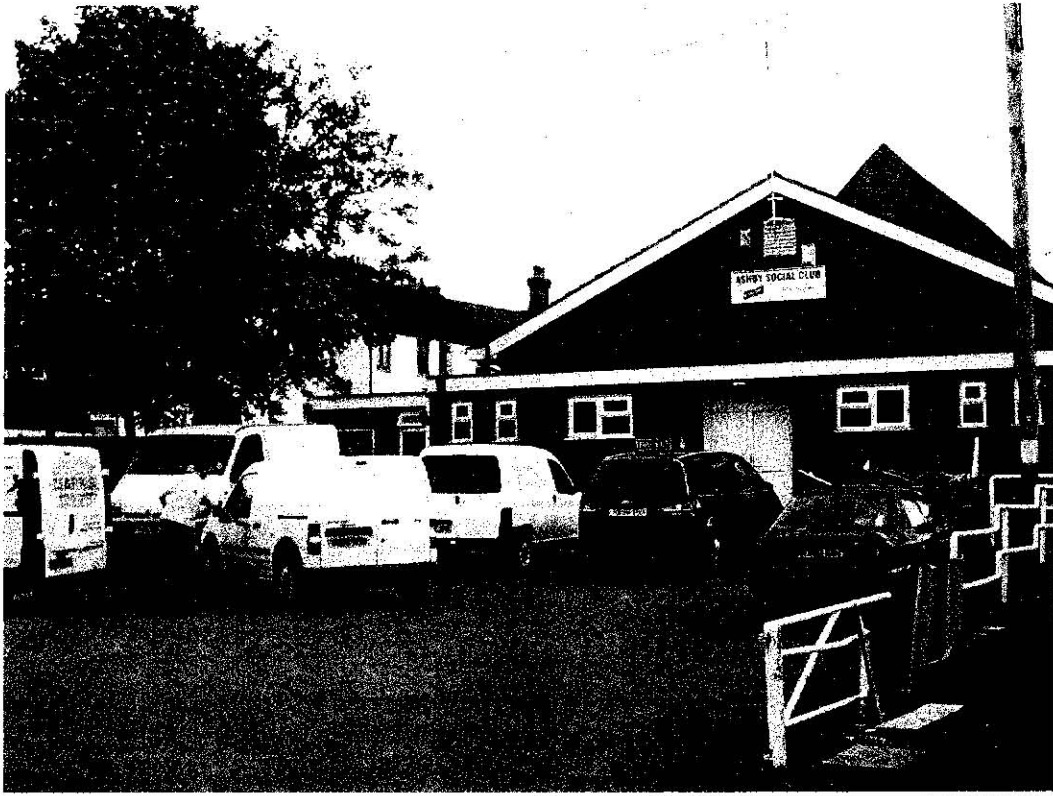
1/16" = 1'-0"

Ashby War Memorial Club  
North Street  
Ashby de la Zouch



Photographs pertaining  
to Ashby War  
Memorial

Frontage:

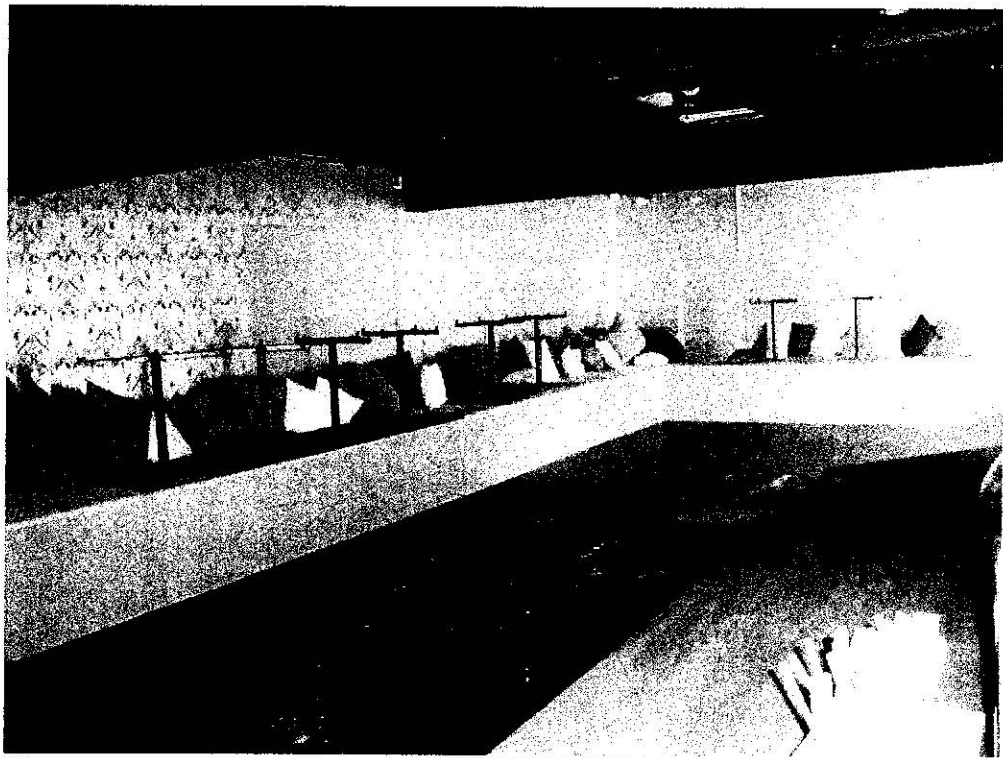
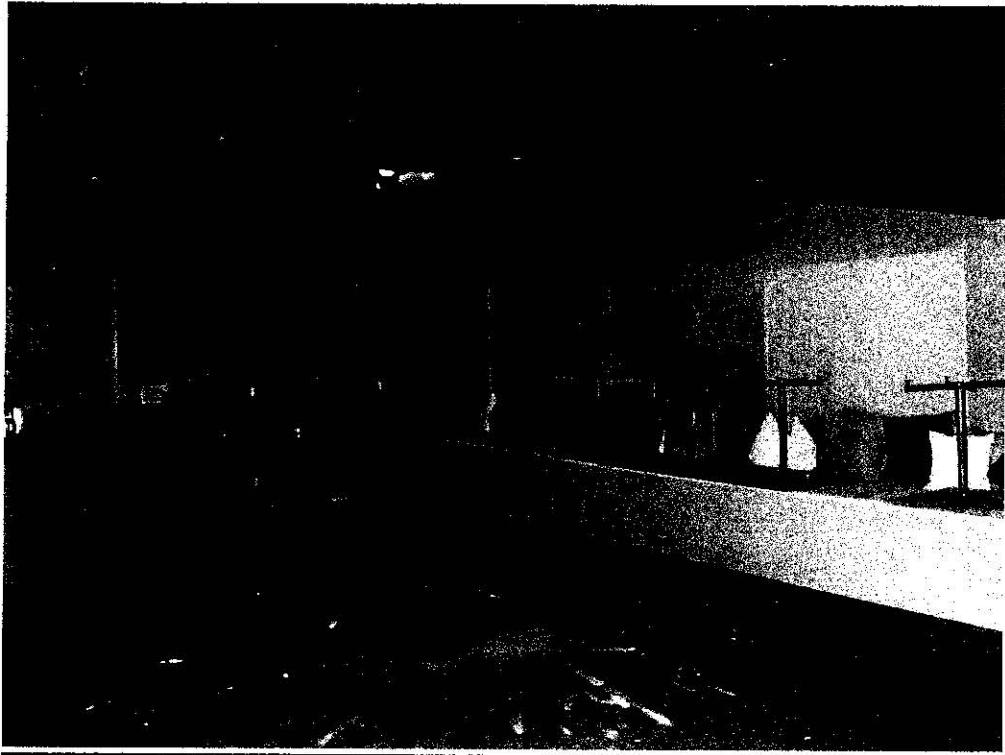


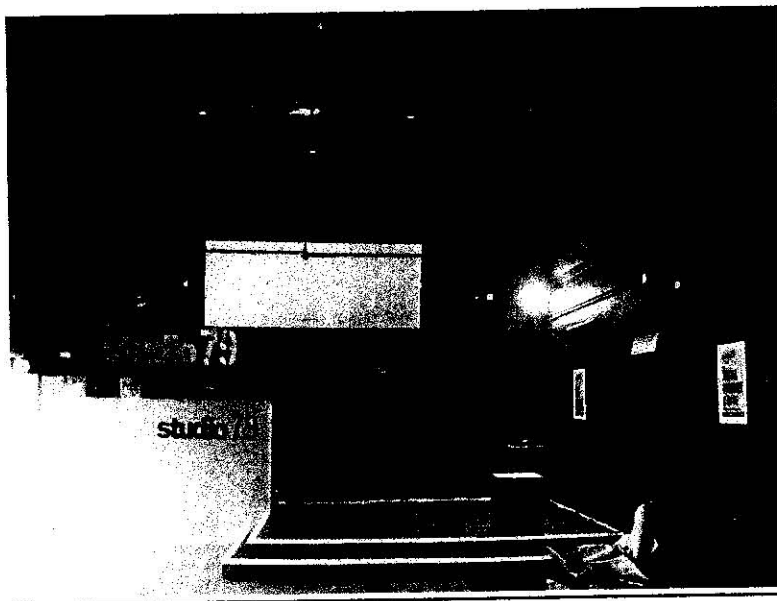


Function Room

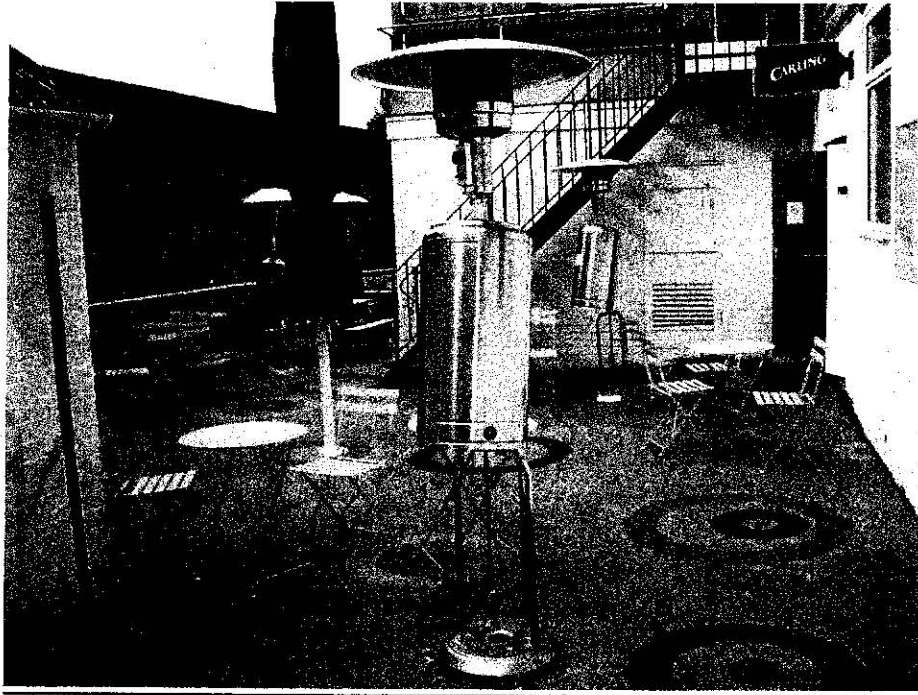


Family Room





The Outside Area:



Queens Head Hotel  
79 Market Street  
Ashby-de-la-Zouch  
Leics.  
LE65 1AH

16/09/09

To whom it may concern,

This report relates to the noise pollution coming from Ciro's Nightclub. Unfortunately the deadline for the documentation for the committee is earlier than the report can be finished, thus we wish to include this preliminary report. The report, as you can see, has been shown to Steve Layland of North West Leicestershire District Council, environmental health. He has agreed with the findings, that Ciro's Nightclub is not adding any additional noise to the current background environment. He will confirm this in writing as soon as the finished report is presented to him.

Yours sincerely



Lisette Bell-Simmonds



RDC/CJB/6413.3

14<sup>th</sup> September 2009

Harriet Thacker  
Ciro's Club,  
Queen's Head Hotel  
Ashby-de-la-Zouch  
Leicestershire  
LE65 1AH

Email: [harriet@ciros-club.com](mailto:harriet@ciros-club.com)

Dear Ms Thacker

**Re: Ciro's night club – Interim results and revised proposal**

I have processed the interim results from my measurements at the club last Thursday. A brief summary of the BS4142 assessment is shown below;

Club noise + other sources (including chip shop) at residential -	51 dB L <sub>Aeq</sub>
Residual (other sources including chip shop) only at residential -	46 dB L <sub>Aeq</sub>
Specific noise (Club noise only) at residential -	49 dB L <sub>Aeq</sub>
Acoustic feature correction	0 dB
Rating level (Specific noise plus feature correction)	49 dB L <sub>Aeq</sub>
Background noise (including chip shop) at residential -	46 dB L <sub>A90</sub>
Excess of rating over background -	+ 3 dB

BS4142 gives the following guidance regarding the excess of rating over background,

- Excess of rating over background less than -10, complaints are not likely.
- Excess of rating over background + 5, marginal significance.
- Excess of rating over background +10 or more, complaints likely.

I have spoken to Steve Leeland at North West Leicestershire District Council regarding the above results and the local authority are satisfied with an assessment which is below the level of marginal significance, hence the noise break-out from the club is acceptable.

I have not added an acoustic feature correction, as I don't consider the noise to be 'out of character' with the surrounding noise climate on a typical Friday night.

I don't anticipate the background level to drop significantly below that measured above providing the chip shop remains open whilst the club is operating. If the surrounding noise climate is significantly louder on a Friday or Saturday night it may be that the background will increase slightly.

The above assessment will be finalised and incorporated into a full report when the background noise survey has been completed.

For your information levels on the dance floor of the club were measured as 101 dBA. Although I didn't measure at working positions behind the bar or the DJ booth if levels are similar in these locations the implications for Noise at Work Regulations 2005 are that employees will exceed the lower exposure action value if exposed to the noise levels for more than 19 minutes per week. Employees will exceed the upper exposure action value if exposed to the noise levels for more than 60 minutes per week.

Ctd / ... **Philip Dunbavin Acoustics Ltd.**  
Alder House · Willow Tree Park · Booths Lane · Lymm · Cheshire WA13 0GH  
Tel: 01925 759380 Fax: 01925 759320 · [www.pdaltd.com](http://www.pdaltd.com)

Directors: P.P. DUNBAVIN, J.A. DUNBAVIN  
Incorporated in England

Registered office: Alder House, Willow Tree Park, Booths Lane, Lymm, Cheshire WA13 0GH

ACOUSTIC  
CONSULTANTS

architectural  
environmental  
occupational  
industrial  
noise control at source  
project management  
planning  
legal services  
expert witness



I have detailed a proposal for the background survey below.

#### **PROPOSAL FOR CONSULTANCY**

- a) We will travel to the club in Ashby de la Zouch and take additional background measurements at an equivalent location to the nearest residence between 0000 and 0200 on a Friday or Saturday night. Additional measurements will be taken outside the nearest residence after the music has finished at 0200 to determine the background immediately after the music finishes. Measurements will be taken in octave frequency bands, and overall broadband levels. Statistical  $L_n$  parameters will also be measured.
- b) The results of a) will be incorporated in the full technical report suitable for submission to the local authority or your legal representative as appropriate.

#### **Fees and Costs**

The fees for the above proposal are as follows;

Part a) £378

Part b) Included

Please note that the above fees exclude VAT but include all expenses.

Any further services which you request outside the scope of this proposal will be charged at my standard hourly rates as detailed below;

Consultancy time:	£68 per hour
Travel time	£68 per hour
Travel mileage	£0.65 per mile.

Alternatively a further fixed price proposal can be provided for any additional work.

#### **Terms and Conditions**

This quotation is subject to our general conditions of contract, a copy of which is enclosed.

#### **Weather**

Environmental noise measurements are weather dependent, they cannot be done in rain or wind speeds greater than 8mph.

#### **Safety**

The safety of staff working alone is an important consideration. Should our consultant believe he is at risk at any time, he is required to abandon the survey immediately. The survey will not recommence until appropriate safety measures are put in place.

Such additional safety measures as security guards, etc. have not been included for in this fee quotation and will be itemised as additional items on our fee invoice. In order to reduce the risks to PDA's staff it is important that you make us aware of any potential hazards or risks associated with the site.

Ctd / ..... 3

RDC/CJB/6413.3

I hope this quotation provides you with enough information for your current requirements. If you have any queries, then please do not hesitate to contact me.

Yours sincerely

*R.D. Cookson*

Richard Cookson BSc(Hons) PhD MIOA  
Acoustic Consultant

Encs



PHILIP DUNBAVIN ACOUSTICS LIMITED

Conditions of Supply

(NOTE: These conditions contain limitation clauses)

1. DEFINITIONS

1.1 In these Conditions:

- 'Client' means the person for whom the Supplier has agreed to provide the Services in accordance with these Conditions and pursuant to the Contract
- 'Conditions' means the standard terms and conditions of contract set out in this document which shall be incorporated into the Contract
- 'Contract' means the contract for the provision of the Services
- 'Document' includes in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data
- 'Input Material' means any Documents or other material, and any data or other information provided by the Client relating to the Services
- 'Output Material' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Services
- 'Services' means the noise and vibration control and/or other associated services to be carried out by the Supplier pursuant to the Contract
- 'Supplier' means Philip Dunbavin Acoustics Limited
- 'Writing' includes telex, cable, facsimile transmission and comparable means of communication

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation

2. CONDITIONS APPLICABLE

- 2.1 The Supplier shall provide the Services to the Client subject to these Conditions. Any changes or additions to the Services or these Conditions must be agreed in writing between the Supplier and the Client
- 2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Supplier to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Input Material
- 2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused
- 2.4 The Services shall be provided in accordance with the quotation given by the Supplier
- 2.5 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Client
- 2.6 The Supplier may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services

3. QUOTATIONS

- 3.1 All quotations given by the Supplier are subject to acceptance in writing by the Supplier on receipt of the Client's confirmation that the quotation is agreed and only at that time will the Contract be effective

4. SUPPLY INFORMATION

4.1 When Services are undertaken by the Supplier:

- 4.1.1 The measurement testing and interpretation of results will be carried out in accordance with the specified code or standard, or one which has been drawn up and agreed by the Client. The agreed code or standard must be made available by the Client together with all relevant information for measurement and testing, prior to commencement of the measurement and testing
- 4.1.2 The Supplier draws attention to the fact that if the assessment is based upon information supplied by the Client the Supplier cannot be held responsible for any errors or omissions in the assessment as a result of information supplied
- 4.1.3 Whilst the factual results and any conclusions or comments contained in any report on measurement and testing are given in good faith based on information supplied by the Client and derived from the measurement and testing, there may be other factors involved of which the Supplier is not aware. Accordingly reports, conclusions and comments are subject to foregoing reservations

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The property and any copyright or other intellectual property rights in:

- 5.1.1 any Input Material shall belong to the Client
- 5.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Services
- 5.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party
- 5.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement

6. OBLIGATIONS OF THE SUPPLIER

- 6.1 Not at any time during or after completion of the Contract to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client
- 6.2 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the quotation and at the intervals and within the times referred to in the quotation. Where the Supplier supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier
- 6.3 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client
- 6.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Service, except as expressly provided in these Conditions
- 6.5 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control

7. SERVANTS AND SUB-CONTRACTORS

- 7.1 In so far as the same excludes or limits any liability the Contract is made by the Supplier on its own behalf and as agents for such servants or sub-contractors as may at any time be concerned, it being the intention of the parties hereto that such persons should receive the same protection as that provided for herein in the case of the Supplier

- 7.2 The Client undertakes not to institute any proceedings against any such servant or sub-contractor wherein any such claim is made as is excluded in the Contract

- 7.3 Where the Client is a purchaser or hirer or intended purchaser or hirer under a contract or contemplated contract whether of sale, work done and materials supplied, hire or otherwise or where the Client has purchased materials it shall be a condition precedent to any liability of the Supplier in any action for any loss or damage of whatsoever kind and however caused and irrespective of the nature or effect of any breach of obligations or failure which may have caused or contributed to the same that the Client shall first take all practical steps to enforce and satisfy his claims against the other party to the contract before commencing or continuing with any proceedings against the Supplier

8. OBLIGATIONS OF THE CLIENT

- 8.1 The Client shall provide all reasonable facilities to the Supplier to enable the Supplier to carry out the Services
- 8.2 The Client shall give the Supplier reasonable notice when an employee of the Supplier is required to carry out work forming part of the Services

9. FEES

- 9.1 Subject to any special terms agreed, the Client shall pay the Supplier's quoted fee, together with any additional sums which are agreed between the Supplier and the Client for the provision of the Services or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client
- 9.2 All sums payable under these Conditions unless otherwise stated are exclusive of any applicable Value Added Tax and other duties or taxes which the Client shall be additionally liable to pay to the Supplier
- 9.3 The Supplier reserves the right, by giving notice to the Client at any time, to increase the fee for the Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions
- 9.4 The Supplier reserves the right to charge additional fees, such fees having regard to the extra cost to the Supplier of performing the Contract, where any weekend or night working is requested by the Client and agreed by the Supplier or any other request is made by the Client of the Supplier which has not been provided for in the agreed Services
- 9.5 The Supplier shall be entitled to invoice the Client monthly during the Contract, or at other times agreed with the Client in writing
- 9.6 The Supplier's invoice together with any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice
- 9.7 The time of payment of the price shall be of the essence of the Contract
- 9.8 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of HSBC from the due date until the outstanding amount is paid in full
- 9.9 Services to be provided outside the United Kingdom will be at an additional charge to be notified to the Client

10. TERMINATION

- 10.1 Either party may terminate the Contract at any time by giving not less than 30 days written notice, and
  - 10.1.2 Upon termination by the Supplier, the Client shall immediately pay to the Supplier all arrears of payments due under invoices delivered together with all sums due to the Supplier for Services rendered up to the date of termination
  - 10.1.3 Upon termination by the Client, in addition to 10.1.2 the Client shall fully indemnify the Supplier against all costs and expenses incurred by the Supplier together with liquidated damages equivalent to 25% of the Contract price
- 10.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed
- 10.3 The determination of the Contract shall not affect or prejudice the rights and remedies given to the parties under the terms of the Contract

11. GENERAL

- 11.1 These Conditions (together with the terms, if any, set out in the quotation) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law
- 11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed to have been received by the addressee within two working days of posting or 24 hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee
- 11.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract or the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- 11.4 Any obligation upon the Supplier to provide Services shall be suspended during such time as the capacity to provide the same is prevented or hindered due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control:
  - 11.4.1 Act of God, explosion, flood, tempest, fire or accident;
  - 11.4.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 11.4.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - 11.4.4 import or export regulations or embargoes;
  - 11.4.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or of a third party);
  - 11.4.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
  - 11.4.7 power failure or breakdown in machinery
- 11.5 The Client shall not assign or purport to assign or transfer the Contract or the benefit thereof to any other person whatsoever
- 11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected
- 11.7 This Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts
- 11.8 Any dispute arising under or in connection with these Conditions or the provision of the Services it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 21 days of the service upon one party of a written request to concur in such appointment) by the President of the Association of Noise Consultants.