

Dear Gareth and Rachel

Thank you very much for pick up with me on Tuesday. I think I had in mind that you were going to write back to me with proposed finesses and/or amends to my proposed schedule of conditions, but it may be that you think I was to write back to you? With the hearing on Monday, I am obviously keen to make sure that we progress this as much as we can before Friday, so whatever the right position is hopefully the following is helpful.

Management

I can confirm that the historic manager has gone, has nothing now to do with the premises has in fact, we believe become a lorry driver. In legal terms he has been given is P45 (quite literally!) and so I am in a position to confirm his departure, here and we can then perhaps discuss a form of wording that you would like to see in formal correspondence (if more than this is required) later this week.

Temporary event notices

I am happy to confirm that the client will not be seeking to apply for temporary event notices if a permission subsists for entertainment within the front and back bars (as we are now calling them). The only caveat that I would add to that is that you will see that we have sought to restrict our outside operations to no more than one occasion per year namely the well-known festival weekend. The client has fed back to me that there are likely additional days of the year when there may be activities conducted across a number of public houses and/or other premises within the town where some form of external facility is anticipated. If it's happening across the town then that is something we will (probably obviously) want to take advantage of.

Therefore, although I am happy to confirm there will be no temporary event notices for the interior of the public house (subject to agreement) can I respectfully flag that we may (I put it now stronger than that) want to submit up to two additional temporary event notices for external town-based activities. For clarity's sake, although obvious, we acknowledge your right to object to those applications if and/or when submitted.

We are not aware of any similar occasions such as the festival at any other time of the year. It may be useful for the operators to clarify what occasions they have in mind? I suspect they are thinking of bank holidays, but on those occasions the premises are acting completely independent from each other; there is no suggestion that on those occasions that it is a town wide event.

In our opinion, your original proposal where you suggested one external event a year until such time it is demonstrated that events can be provided without causing concern would be the preferred way to proceed. Once a satisfactory record has been established, then we may be in a better position to consider submitted TENs.

In terms of the back bar, we are agreeable to a once-a-month permission and for that permission not to be on consecutive weekends.

The only issue with that is the month of December. We would ask for two event days in December and those may be on consecutive weekends. I am not going to provide a lengthy explanation for that here, (but can do if required), I am hoping that December rather speaks for itself.

We would be willing to agree to this suggestion, on the basis that all entertainment is subject to the agreed management plan, and delivered via the noise limiter; and entertainment will not be on consecutive days.

In terms of the noise limiter, this can also be agreed. I have not sought to re-read the acoustic report this morning, but would be grateful if you could confirm the level at which that noise limiter should be set in the back bar.

I have attached a copy of the relevant table within the noise report, detailing the internal levels which are appropriate depending on the level of works undertaken

Table 13. Effect of Different Mitigation Approaches

Mitigation Approach	Noise Control Measures Undertaken	Predicted External Level	Maximum Indoor Level*
A1	All listed in Initial Report	47 dB	57 dBA
None	None	45 dB	77 dBA*
1	Blocking up Windows and Vents Only	45 dB	61 dBA
2	Blocking up Windows and Vents Only + Upgrading All Lobby and External Doors	45 dB	61 dBA
3	Blocking up Windows and Vents Only + Upgrading All Lobby and External Doors + Proposed Roof/Ceiling Upgrade	45 dB	65 dBA
4a	Blocking up Windows and Vents Only + Upgrading All Lobby and External Doors + Proposed Roof/Ceiling Upgrade + Proposed West & South Wall Linings	45 dB	66 dBA
4b	Blocking up Windows and Vents Only + Upgrading All Lobby and External Doors + Proposed Roof/Ceiling Upgrade + All Proposed Wall Linings	45 dB	67 dBA
5	Blocking up Windows and Vents Only + Upgrading All Lobby and External Doors + All Proposed Wall Linings (i.e., No Roof/Ceiling Upgrade)	45 dB	63 dBA

* The maximum indoor level is subject to further assessment.

Probably obviously if and/or when we undertake remedial works (likely some rather than all) we would be inviting you back to the premises as I presume that the levels could and should be increased as certain works are undertaken. Probably obviously it seems to me very much to all our collective advantage to effectively incentivise us to undertake the works, so I am hoping that this is not contentious.

I think the final point that you made on the call is that rather than 100 yard or similar radius for dialogue with residents the list of appropriate houses with whom to engage will extend beyond that. I don't see that is going to be any issue between us.

I have not revised my conditions template, but I have sought to raise all the issues that I think we discussed on the call. Please can I ask (it maybe that you are already underway with this) if you would be so kind as to reply to my email making changes in red on the conditions document so that I can speak to my client and get authority/approval.

In terms of Monday, where I think we are planning to get to (I appreciate that this conversation is without prejudice) is for the review to be agreed in all but name. The committee's discretion will still, of course, be live but I would be astonished if the committee where anything other than delighted that we have made good progress since the adjournment. Is that your view?

I did have a brief conversation with Peter (Licensing) questioning whether you would need to attend in the event of an agreement being reached. He advised that due to the residents representations, and the unlikelihood of an agreement being reached with them (largely due to time constraints and getting the information to them) it is likely the hearing would go ahead in full.

But I do agree, I think the members will be pleased with the progress and they will recognise that the content of our conversations has significantly changed and improved.

Look forward to hearing from you.

Best wishes.

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