



Dear Councillor

LICENSING SUB-COMMITTEE - WEDNESDAY, 21 AUGUST 2024

I am now able to enclose for consideration at the above meeting the following reports that have been corrected since the agenda was printed.

**Agenda Item
No.**

5. ST NEOTS RUGBY CLUB, NEW STREET, ST NEOTS, PE19 6RR(Pages 3 - 10)

To consider an application for a new premises licence under the Licensing Act 2003 made by the following:

Applicant: St Neots Rugby Union Football Club Ltd

Premises: St Neots Rugby Club, The Clubhouse, New Street, St Neots PE19 6RR

Statement 10 of the Summary of Other Persons Responses has been corrected to include the referenced photographs.

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Agenda Item 5

Date Received	Name	Address	Contact
<p>On 24 June 2024, I sent an email detailing a number of errors in the Rugby Club's Notice of Application and the Application itself.</p>			
<p>I received a telephone call from William Dell'Orefice during which I agreed not to require the Rugby Club to re advertise the Application in the Press subject to:</p>			
<p>The consultation period being extended by 28 days to Monday 22 July 2024 The Notice of Application being corrected to remedy the defects identified in my email of 24 June 2024; and The Notice of Application being displayed on (a) the main Rugby Club gate so it could be seen by people walking along New Road AND (b) at the entrance to the public footpath from the Ground to Queensway/The Crescent. Following my email of 24 June 2024, two of my neighbours and I met with the Rugby Club Chairman, Paul Warmington. We had a very positive discussion and reached agreement on a way forward which we understood met the needs of the Rugby Club and at the same time were hopeful would be more acceptable to local residents.</p>			
<p>On 26 June 2024, with the agreement of Paul Warmington, I emailed William Dell'Orefice some proposed revised wording for the Licence Application.</p>			
<p>On 28 June 2024, I received an email containing a "Summary of Mediation". I responded advising more work was needed as the revised wording detailed in the Summary of Mediation did not meet the Applicant's needs and, as drafted would continue to give rise to concerns for & objections from local residents. I provided some revised wording for the Summary of Mediation but was advised that Licensing Procedure prevented some of my suggested wording being used and more particularly that the issue relating to the timing of outside consumption of alcohol (on the exterior Patio and the Ground) must be dealt with by Additional Conditions added to the Licence.</p>			
<p>Over a week has elapsed since my email of 28 June 2024 and the deadline for representations of 22 July 2024 is fast approaching. While I understand matters are progressing in the right direction, no revised "Summary of Mediation" has been provided to me. (I acknowledge the reason for this delay is due in part to members of the Licensing Team being involved in General Election related duties last week).</p>			
<p>In the absence of a revised Summary of Mediation which addresses the issues detailed in my email of 28 June 2024, I am now writing to protect my position and to formally record my objection to the current Licence Application as modified by the Summary of Mediation supplied to me on 28 June 2024.</p>			
<p>My grounds for objection are (a) the Prevention of Public Nuisance and (b) the Prevention of Crime & Disorder.</p>			
<p>First, it is important to comment on the statement contained in the Application that "the Club benefits from being located out of the main town of St Neots." This suggests the Club is in an out of town location and its activities will have little impact on local residents. The reality is very</p>			

different - there are large numbers of residential properties along the eastern and southern boundaries of the Ground - the Barringer Way development runs along the eastern boundary and the Queensway/Crescent/ Leys Road Development runs along the southern boundary. A significant number of properties are located only a short distance from the Club House and the rugby pitches. (I attach a selection of photographs which clearly illustrate the proximity of homes). I also attach the plan from the Rugby Club lease which illustrates the density of nearby residential homes. Additionally there is a well used public footpath leading between the Crescent and the Ground which is used by people walking to and from the Club House.

Prevention of Public Nuisance

The reduction of the proposed Opening Hours as detailed in the Summary of Mediation provided on 28 June 2024 is very welcome, with a 2.00am opening only being granted for New Year's Eve but the failure to include conditions;

(a) restricting Off Sales of Alcohol to sales in plastic beakers for consumption on the areas of the Ground shown edged red on the Licence Plan (which I supplied under cover of my email of 28 June) ("the Licensed Off Sales Area") when there are Rugby Training Sessions and/or Rugby Matches in progress or when there are outside events organised by 3rd parties taking place on the Licensed Off Sales Area and only then to be limited to Off Sales for consumption before 22.00; and

(b) requiring the Sales of Alcohol for consumption on the Club's Exterior Patio Area to end at 22.00 and requiring staff to ensure consumption of alcohol on the patio finishes promptly at this time; and

(c) requiring all external doors and windows of the Licensed Premises (not only the Function Room as currently drafted) to be closed when music and dance events and screenings of international rugby matches are taking place in the Licensed Premises; and

(d) requiring signage to be displayed prominently on the Exterior Patio Area requesting customers to be mindful of local residents; and

(e) limiting the sale of alcohol in relation to the screening of international rugby games to sales for indoor consumption only

AND

The failure to include a seasonal variation which limits the ability to sell alcohol only for one hour before kick off, during the game and for one hour after the final whistle of rugby games being played overseas in different time zones in the Southern Hemisphere only in either (i) the Rugby World Cup or (ii) in tournaments involving the British &/or Irish Lions Touring Sides (which are being televised)

mean there is a very real risk of noise and disturbance to local residents from people eating, drinking and socialising outside the Club House until midnight on Friday and Saturday nights.

This is unacceptable. As the attached photographs illustrate there are a significant number of residential properties close to the Club House and boundaries of the Ground. Failure to include these Conditions and Seasonal Variations mean local residents will suffer a significant reduction in their living amenity and environment. Residents will be impacted by loud noise from Live & Recorded Music, Dance Performances, Indoor Sporting Activities and televised screenings of international games (if the windows and doors of the Club House are not kept closed). There are families with young children, people working shifts and elderly people living close to the Club House who will be at risk of regular sleep disturbance. With no condition imposed on the time during which Off Sales can be made, local people will be impacted by noise from individuals drinking on the "Licensed Off Sales Area" and on the Exterior Patio Area - people's behaviour deteriorates when alcohol is consumed to excess & noise travels more at night. In addition to the risk of increased noise disturbance I am also concerned about the increase in littering (I collect litter from the Rugby Ground during my regular dog walks). What measures will the Club introduce to ensure the plastic beakers used for Off Sales are returned for reuse?

Prevention of Crime and Disorder

In the absence of the imposition of the Seasonal Variations and Conditions detailed above, I am concerned about late night, alcohol induced anti social behaviour on the Licensed Off Sales Area, particularly when events are being staged by third party event organisers.

I very much hope these points can be addressed and an agreement reached which meets the requirements of the Rugby Club while at the same time addressing the concerns of local residents and respecting their right to the quiet enjoyment of their homes. The Rugby Club lease dated 22 April 2021 specifically contains "no nuisance" provisions - at Clause 3.2(a) which imposes an obligation on the Club "not to do anything on the Premises which may become a nuisance, damage or danger to the Lessor or any nearby owner or occupier" and at Clause 3.2(d) which stipulates the Rugby Club must "not use the Premises for any illegal or immoral purpose or for any dangerous, noxious, noisy or offensive occupation or in any manner so as to be offensive to the occupiers of any nearby property." A copy of page 7 of the Club's Lease is attached for your ease of reference.

If a Hearing of the Licensing Sub Committee is convened I confirm my willingness to attend

Further Comment in Response to Mediation (Appendix E)

21/07/2024

I acknowledge receipt of your email below, attaching the final version of the Mediation Summary.

I regret, the revised Mediation Summary is not sufficient to allow me to withdraw my representation.

Please treat my email dated 9 July 2024 (with the enclosed Plan, photographs(illustrating the proximity of nearby residential housing to the RC Clubhouse, exterior patio and boundaries), & extract of the Rugby Club Lease dated 22 April 2021 detailing the "no nuisance clause" to which the Club is subject), as repeated here. I cannot yet confirm my availability to attend a hearing on

21 August 2024 and it is important my concerns detailed in my previous email (with the supporting evidence supplied) are brought to the attention of the Licensing Sub-Committee.

If the a Hearing goes ahead, the Sub-Committee must comprise individuals with no links to the Applicant. In this regard I am aware from discussions with Paul Warmington (RC Chairman) that Cllr Stephen Ferguson has previously assisted the RC to obtain funding for projects and in the circumstances there is potential for a Conflict of Interest.

I acknowledge the reduction in hours offered by the RC and other compromises which have made - these are welcome & appreciated. However, I cannot accept the revised Mediation for the following reasons:

Seasonal Variations - screenings of International Matches

The wording of this Seasonal Variation has altered significantly.

What is meant by Home Nation teams? Is this England, Ireland, Scotland & Wales. All these teams participate in the annual Six Nations Tournament which includes France & Italy. Paul Warmington advised during a meeting the RC only wanted to televise the Rugby World Cup and tournaments involving the British &/or Irish Lions Touring Sides. The new wording significantly increases the scope of the Seasonal Variation & accordingly the number of occasions for noise and disturbance to nearby residents. There is no reference to the type of matches that would be televised. Are they intended to be international matches only including the World Cup or could they include any of the Home Nation Teams, playing a "Club" side - as recently happened with Wales in Australia for example?

I cannot accept the Seasonal Variation as drafted. I would be prepared to accept the following:

When Home Nation teams (being England and the British &/or Irish Lions Touring sides only) are playing in televised international matches including the Rugby World Cup which are broadcast live at a time outside of the standard hours permitted by this Licence, alcohol may be supplied for consumption ON the premises from 1 hour before the kick-off time until 1 hour after the final whistle. The Licensing Authority will be notified in writing of such occasion no less than 7 days in advance.

Note: My agreement to the Seasonal Variation being varied as set out above is **CONDITIONAL** on an Additional Condition being added to read:

All sales of Alcohol made under the Seasonal Variation relating to televised Home Nations teams are to be restricted to the sale of alcohol for consumption inside the RC House ONLY and not for consumption on the outside patio.

Reason for this caveat: the definition of the Licensed Premises includes the outside patio. The restriction in the Seasonal Variation to ON sales does not adequately deal with the situation regarding noise and disturbance caused by people potentially drinking on the patio an hour before & an hour after the game finishes which could be in the early hours of the morning, because ON

sales permit sales for consumption on the patio area. The photographs attached to my email of 9 July 2024, clearly demonstrate the proximity of the patio to nearby residential properties. To expose local residents to disturbance in the early hours of the morning is unacceptable.

Off Sales

I place on record, my frustration at the complete inability of the Licensing Officer to grasp the issue & draft the required wording which reflects what the RC has indicated is required. Conditions 1 & 2 as currently drafted are ambiguous, the wording “made for the purpose” means those Conditions could be argued not to apply to any Off Sales for other purposes. From my face to face discussions with the RC Chairman, I understand this is not the RC’s intention (and the RC's agreement to limit these sales to a cut off time of 22.00 is welcome) BUT the Licence must be clear and unambiguous.

I set out again the wording I have supplied twice now. This meets the RC’s needs & gives comfort that Off Sales are only to be permitted in these 3 limited circumstances and NO other (ie that the RC cannot operate as an off licence).

I will withdraw my representation if the following wording is substituted for Additional Conditions 1 & 2 in the current draft:

Off Sales are only permitted in plastic beakers for consumption on the areas of the Ground shown edged red on the attached Licence Plan (“the Licensed Off Sales Area’) AND only when there are Rugby Training Sessions and Rugby Matches in progress or when there are outside events organised by 3rd parties taking place on the Licensed Off Sales Area provided no Off Sales will be made for consumption after 22.00 hours. Off Sales will stop no later than 21.30 hours to ensure all alcohol is consumed by 22.00 hours. (Wording in red is new wording).

(Please refer to my email dated 9 July 2024 for the Licence Plan)







Additional Condition 5 - consumption of alcohol on the patio

As explained above, the patio forms part of the Licensed Premises. Without a restriction, alcohol could be served for consumption outside until midnight on Friday and Saturday evenings. This is unacceptable.

I will withdraw my representation only if Condition 5 is amended to read as follows:

Any outside seating will be carefully monitored by staff to ensure it is being used in a responsible manner so as not to cause a disturbance to local residents and to ensure consumption of alcohol on the patio finishes promptly at 22.00 hours.

Reason: local residents living adjacent to the boundary of the Club must be protected from noise & disturbance from people drinking outside late into the evening.

It has been suggested in the event of difficulties regarding the patio this could be dealt with via discussions with the RC and/or complaints to Licensing.

The existing License Application states at Clause M(d)... "All events organised by the Club take into account the need to consider the local community and to consult where necessary. When an event is found to have caused a public nuisance steps are taken to liaise with the local community to ensure that a repeat does not occur".

I place on record, this is not my experience. I contacted the RC on 3 occasions last year, initially face to face (meeting Club Director Peter Arnold on Friday 28 July 2023) and then followed up with 3 emails (29 July, 8 August & 24 August) and apart from an initial email from Mr Arnold acknowledging receipt of my first email, I heard nothing further from the Club. It was only when HDC Licensing *finally* became involved (see below) that any progress was made to achieving a resolution.

Additionally emails sent to HDC Licensing last summer were ignored until I submitted a formal complaint in January 2024.

I am not happy to accept a situation which requires me to try to resolve issues in this way going forward. Residents need certainty & the RC (and its staff) must fully understand their License Obligations.

I acknowledge, I (together with 2 neighbours) recently had a very constructive meeting with Paul Warmington the RC Chairman and discussed ways in which communication can be improved and a good relationship established between residents and the RC going forward. I remain 100% committed to pursuing this opportunity and keen to work with the RC but I set out the past difficulties to illustrate why I am not comfortable to rely on Additional Condition 5 as currently drafted.