

## **COMBERMERE ABBEY**

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### **APPLICANT'S SUBMISSIONS**

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1. The applicant company signed a 20 year lease on 1<sup>st</sup> January 2022. It now manages and operates the wedding venue at Combermere Abbey. The venue has been licensed for weddings and events for over 30 years (both under 1964 Act and the 2003 Act). The company is an experienced operator that operates 13 boutique luxury wedding venues up and down the country.
2. They have full control over the event; they supply not only the venue, but also the staff, the alcohol and the catering. As a result, every event is managed to a tried and tested format which ensures that best practices are delivered at all times.  
  
Combermere Abbey Estate ("CAE") were the previous operators and they merely hired out the venue and it was up to the organiser of the wedding to supply their own caterers and suchlike. Historically, CAE hosted small concerts and a travelling theatre in the grounds of The Abbey. The last of these was in 2007. The applicant has no intention of hosting similar events. Their business is centred wholly on the provision of a wedding venue.
3. The weddings that they run are small. The capacity is 150 guests. CAE has a number of B&B premises on site for the accommodation of up to 60 guests. Many attendees

opt to stay on site and leave the following day. In consequence, the traffic flow leaving the venue on the night is slight. There is ample car parking for the guests.

#### **4. REASON FOR THE APPLICATION**

On reviewing the licence, the company discovered that the existing licence contained anomalies and that it lacked the sort of clarity that is found in licences that have been granted in the more recent past. The introduction of The Licensing Act 2003 saw the grandfathering of old LA 1964 licences at a time when every local authority was undergoing a steep learning curve. The existing licence is a case in point. It was decided that the existing licence needed updating.

5. Initially, it was hoped to apply for a variation of the licence. The licensing officer was of the view that the application should proceed by way of a new application rather than a variation, and the applicant was happy to comply.
6. The applicant will say from the outset that, having received a number of representations, that the application will be cut back. Whilst the initial application sought to extend all licensable activities until 00.30 (from 00.00), this is now no longer the case, save with the possible exception of late night refreshment. It is hoped that the provision of teas and coffees and a bacon bun to the attendees will prove uncontroversial. The other amendments to the licence are as follows.

## **7. THE AMBIT OF THE LICENSED AREA**

The area plan attached to the current licence shows an area which does **not** include the The Pavilion, The Glass House or The Walled Garden. Another less detailed plan shows these areas. The intention is to provide the LSC with a clear area plan, together with detailed plans of the individual units within that plan.

## **8. THE KEEPERS COTTAGE**

This is where the bride prepares herself in readiness for her big day. It is proposed to include this building within the ambit of the licensed area in the eventuality of a steady glass of champagne being supplied on those premises.

## **9. THE START TIMES FOR LICENSABLE ACTIVITIES**

The applicant has asked that these all commence at the same time. The licensable activities all have different commencement times. From a purely practical position, it is easier for an operator to operate a licence if all of the licensable activities (save for late night refreshment) begin and end at the same time. That does not mean to say that people will be dancing or a string quartet will begin playing at 08.00. Its purpose is a purely practical one.

## **10. THE OPENING HOURS FOR THE PREMISES**

The applicant wishes to amend these to 07.00 (from 08.00) should the bridal party or the caterers and florists wish to attend earlier than 08.00.

## **11. OFF SALES**

Currently the licence is unclear. Whilst the licence on its face states that sales of alcohol shall be on the premises only, it is unclear, for the reasons stated above, precisely what the premises are. Is it the area plan? Is it the whole of the plan that shows the individual units? Or is it the individual units themselves? The proposal is that off sales be permitted in the whole of the area outlined in red on the new plan. The Business and Planning Act 2020 (as amended) allows off sales to premises that had hitherto only been permitted on sales. This was a measure introduced during the pandemic and runs only until 22<sup>nd</sup> September 2022. The applicant asks that if the licence does not already permit it, and it is arguable that it does, may guests be permitted to stand outside The Pavilion/The Glass House/The Walled garden with a glass of something in their hand.

## **12. EXTEND LICENSABLE ACTIVITIES TO BOTH INSIDE AND OUTSIDE THE PREMISES**

This would enable, for example, a string quartet to play outside The Pavilion or in The Walled Garden. Its purpose is not to have speakers set up outside or for people to dance to loud recorded music. Should the LSC be so minded, a condition could be imposed that *“there shall be no outside live or recorded music above background levels after 18.00, and that all outside permitted activities save for the supply of alcohol shall cease at 21.00”*.

## **13. AMEND THE TERMINAL HOUR FOR LIVE AND RECORDED MUSIC**

As currently drafted, the licence contains an anomaly. Live Music extends to 23.00 Monday-Thursday, and 00.00 on Fridays to Sundays. Recorded Music is the reverse:

00.00 Monday-Saturday day, but only until 22.00 on Sundays. Thus, whether live or recorded, music is permitted until 00.00 seven days a week. It is unclear why the disparity between live and recorded music exists (unless it is a typographical error). The amendment would allow for the same terminal hour for both activities and would not grant the applicant any later hour than currently exists. In practice, the organisers will aim to finish the live or recorded music at 23.30. The terminal hour of 00.00 gives them a cushion in the event that a set runs over 23.30.

#### **14. EXTEND THE TERMINAL HOURS FOR ALL OTHER LICENSABLE ACTIVITIES**

As indicated above, the application has been pared down now to 00.00. The practical effect of this is that all licensable activities (save for late night refreshment which will end at 00.30) will marry up with the current terminal hour for live/recorded music/alcohol. In other words, 00.00. It is unclear why recorded music can be played until, for example, until 00.00 and yet no one is permitted to dance to it after 22.00. If all licensable activities cease at the same time, then the management of the premises is made that much easier.

#### **15. REMOVE ALL EXISTING CONDITIONS WITHIN ANNEX 2**

The applicant seeks to remove all of the existing conditions in Annex 2 many of which are vague or unenforceable, and replace them with a raft of conditions which are precise and capable of enforcement. They are these:

- A. The premises shall install a fully recordable CCTV system which shall retain images for 31 days.
- B. The premises shall implement a 'Challenge 21' scheme.

C. Staff shall be trained in the following:

- Licensing law
- First Aid
- Health and Safety

D. The premises shall maintain a log of all staff training which shall be made available for inspection by police and local authority officers.

E. The premises shall maintain an incident log which shall be made available for inspection by police and local authority officers.

F. Signage shall be displayed requesting that all patrons leave the premises quietly.

G. There shall be no outside live or recorded music above background levels after 18.00, and that all outside permitted activities save for the supply of alcohol shall cease at 21.00.

H. Save for access and egress, the doors of The Pavilion will be kept closed after 21.00.

I. A noise limiter shall be installed in The Pavilion and levels set to the satisfaction of the Environmental Health Officer.

J. All persons under the age of 18 shall be accompanied by a supervising adult after 21.00

K. A contact telephone number for the DPS shall be made available on the company's website together with an email address for registering complaints

## **16. THE OBJECTORS**

It is hoped that, in the light of the above, the objectors will view the applicant through a different lens. In practical terms there will be no difference to the hours of

operation of the premises. The venue has held a wedding licence at The Abbey since 1995. Up to 60 weddings a year have been held at the site.

#### **i). Noise/Pavilion**

The current structure of The Pavilion is very tired and dated. It will be replaced by a new, lower and more robust structure that is better able to contain sound and mitigate noise movement. This new pavilion will be installed from January-March 2023. As an interim measure, the organisers will install a noise limiter with levels set to the satisfaction of the EHO. It may well be that last summer saw an increase in noise disturbance for residents as a result of the pandemic. When brides were finally permitted to marry from July 2021 onwards, CAE was obliged by the regulations in force at the time to serve refreshments outside at tables in the garden and music had to be played with the windows of The Pavilion open.

#### **ii). Residential Complaints**

When CAE ran the premises they responded immediately to complaints made directly into the office or on social media. Similarly, the applicant takes the views of local residents extremely seriously. They have a proven track record of good interaction with residents at all of their venues. This venue will be no exception. The mobile number of the DPS will be displayed on the company website, together with an email address for residents to provide feedback if they are disturbed.

#### **iii). Fireworks**

Historically, CAE permitted a handful of weddings per year to provide fireworks. CAE insisted that these be low noise fireworks and that a local pyrotechnic contractor had to be employed. The applicant has inherited a small number of bookings which include the use of fireworks. There are 3 in June (9<sup>th</sup>, 15<sup>th</sup> and 30<sup>th</sup>) one in July (16<sup>th</sup>)

one on September 1<sup>st</sup> and the final one on 1<sup>st</sup> July 2023. They have to honour these, but in recognition of the residents' concerns it is the intention to cease all fireworks after 1<sup>st</sup> July 2023. The displays will last 5 minutes and must be completed by 9pm. The applicant will email all of the local residents on the list provided by CAE, together with any other email addresses that the council will supply us with. The website will contain details of all forthcoming events. In that way, local farmers and animal keepers can be warned about any firework display.

**iv). Traffic**

There will be no increase in traffic. There is to be no increase in capacity. The traffic levels will remain the same, as will the hours that the traffic will leave the premises. It will be remembered that a large proportion of the guests stay overnight. The organisers use local taxi firms and their numbers are made available to departing guests. Often, the host will lay on a bus service for the guests. .

**v). Helium balloons and Chinese lanterns**

CAE never permitted these. Sarah Callander Beckett who is the custodian of The Abbey was vehemently opposed to them. She runs an organic farming business and would not permit them. Neither will the applicants.

**17. CONCLUSION**

The venue provides much needed local employment. Its caterers use locally sourced produce and suppliers. Local pubs and hotels and taxi firms all benefit from weddings held at The Abbey. CAE was always able to offer the local church the use of The Pavilion during low season for fundraisers. It is the intention of the applicant to continue this practice. The applicant asks that the LSC grants the application in the

terms sought. The effect of the grant will be that there will little or no impact upon local residents. The licence will be subject to stringent and enforceable conditions breach of which can result in a criminal prosecution and a review of the licence.

James Rankin

Francis Taylor Building

Inner Temple

London EC4Y 7BY

6<sup>th</sup> May 2022