

***LICENSING PANEL  
Regulatory Committee  
Agenda***

Date Tuesday 9 February 2021

Time 9.30 am

Venue Virtual Meeting

[https://www.oldham.gov.uk/info/200608/meetings/1940/live\\_council\\_meetings\\_online](https://www.oldham.gov.uk/info/200608/meetings/1940/live_council_meetings_online)

Notes 1. DECLARATIONS OF INTEREST- If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact Paul Entwistle or Kaidy McCann in advance of the meeting.

2. CONTACT OFFICER for this Agenda is Kaidy McCann email  
[Constitutional.Services@oldham.gov.uk](mailto:Constitutional.Services@oldham.gov.uk)

3. PUBLIC QUESTIONS – Any member of the public wishing to ask a question at the above meeting can do so only if a written copy of the question is submitted to the Contact officer by 12 Noon on Thursday, 4 February 2021.

4. FILMING – This meeting will be recorded for live and/or subsequent broadcast on the Council's website. The whole of the meeting will be recorded, except where there are confidential or exempt items and the footage will be on our website. This activity promotes democratic engagement in accordance with Section 100A(9) of the Local Government Act 1972. The cameras will focus on the proceedings of the meeting.

Recording and reporting the Council's meetings is subject to the law including the law of defamation, the Human Rights Act, the Data Protection Act and the law on public order offences.

MEMBERSHIP OF THE LICENSING PANEL IS AS FOLLOWS:  
Councillors Garry, A Hussain and Shuttleworth

Item No

7 Application for Premises Licence - The Stables Wedding Venue, Delph (Pages 1 - 80)

The purpose of this report is to inform Members of an application for new premises licence in respect of The Stables Wedding Venue, Slackfield Farm, Delph, OL3 5RJ which, due to representations being received, has been referred to this Panel for determination

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30<sup>th</sup> January 2021

Mr John Garforth, JP, MIOL  
Trading Standards & Licensing Manager  
Oldham Council  
Public Protection Service  
Sir Robert Peacock House  
Vulcan Street  
OLDHAM,  
OL1 4LA

Mr and Mrs Hopkins  
Slackfield Farm  
Knott Hill Lane  
Delph  
Saddleworth  
Oldham  
OL3 5RJ

Home; 01457 870663

Mobile; 07790 849335

Email; [mark@stablesweddingfarm.co.uk](mailto:mark@stablesweddingfarm.co.uk)

Our Ref; MSH/30/01/21/05

Email and post

Dear Mr. Garforth

## **NOTICE OF HEARING-APPLICATION FOR THE GRANT OF A PREMISES LICENSE**

With reference to the above and in advance of the virtual meeting set for 9<sup>th</sup> February 9.30am, we would wish to confirm the following.

As previous, we will be retaining the services of Mr Tony Dales in his capacity as our appointed consultant. While Mr Dale is no longer employed by Bakers Solicitors, he was directly responsible for developing systems and implementing their auditable processes during his time there. We can also confirm he is in receipt of your letter addressed to Bakers Solicitors. His new contact details are as follows: -

Due Diligence Matters, 47 Manchester Road, Chapel en Le Frith. SK23 9SR

Email [duediligencematters@outlook.com](mailto:duediligencematters@outlook.com) Mobile number 07875 284030

In addition to the above and to hopefully demonstrate our efforts and commitment to the Licensing Panel, also those attending the meeting, we submit the following appended information for consideration: -

1. Details of Mark Hopkins BIIAB Level 2 Award for Personal License. Dated 20<sup>th</sup> November 2019.
2. Following our open letter to local residents, dated 19<sup>th</sup> December 2019, the bound set of documents dated 13<sup>th</sup> January 2020, submitted to those who attended our arbitration meeting in January 2020. This is made up of
  - Introduction letter dated 13<sup>th</sup> January 2020
  - Appendix 1. Formal notice posted advertising the application.

- Appendix 2. Open letter to local residents dated 19<sup>th</sup> December 2019.
  - Appendix 3. Details setting out the provisions and terms of any license that may be granted.
  - Appendix 4. A copy of a standard Stables Wedding Farm Wedding and Event Contract, outlining the terms and conditions to be observed during any event.
  - Appendix 5. An overall site plan. Demonstrating the 3 appraised locations of dedicated, onsite marshalling personal/security for each event
3. Also submitted at the same meeting, a full set of Licensing Health Check documents. Which sets out the legislation, disciplines, and auditable processes to be observed in the event any license is granted.
  4. Direct Acoustics Solutions Ltd report dated 14<sup>th</sup> January 2020. This highlights various mitigation measures to investigate in assisting acoustic control within marquee structures.
  5. As a result of the meeting and at the request of the OMBC environmental officer, the Noise Control Solutions Ltd, Noise Impact Assessment report dated 8<sup>th</sup> March 2020. The intention here being to work in conjunction with the environmental officer to monitor future needs. In addition, when hosting as a minimum, the first three events, it is proposed to establish agreed locations to take definitive data readings during peak times.

With regard to points 4 and 5 above, it is perhaps noteworthy on the 28<sup>th</sup> August 2019 the Stables Wedding Farm hosted a day time Wedding Fayre event during 10am to 4pm. In addition to test systems and the impact on surroundings from 7pm to the early hours we then hoisted a private party for approximately 100 guests. While we did invite various neighbours there were no concerns or even feedback from anyone in the area who did not attend.

In concluding, as residents of Delph since 1983, while we feel this new business venture will assist in bringing the benefit of employment and prosperity to our cherished village and its surroundings. However, we reiterate our primary concern and commitment is ensuring we respect the impact it may have for those who may be affected.

Please do not hesitate to contact us should you require further information or assistance.

Yours sincerely,

  
Mr M Hopkins

  
Mrs D Hopkins

# DUE DILIGENCE MATTERS

## **DUE DILIGENCE PACK**

NAME OF PREMISES

PREMISES LICENCE HOLDER

PREMISES LICENCE NUMBER

NAME OF DPS

**KEEP IN ACCESSIBLE LOCATION IN THE  
BAR/STORE/ OR RESTAURANT AND  
PRESENT TO AUTHORISED PERSON ON  
REQUEST**

# Due Diligence Matters

## Your Licensing Health Check

### Name of Person Conducting the Health Check

.....

Can you answer YES to the following questions?

- |  |          |
|--|----------|
| 1. Are you the designated premises supervisor  | Yes / No |
| 2. If you are, is your name on the premises licence.   | Yes / No |
| 3. Can you produce your personal licence card or paper licence If requested when you are working at your premises.                 | Yes / No |
| 4. Have you a notice available on your premises that you or your DPS have signed, authorising named staff to sell alcohol.         | Yes / No |
| 5. When you are away do you have procedures in place authorising sale of alcohol   | Yes / No |
| 6. Are the procedures in writing and available on request  | Yes/ No  |
| 7. Is your premises licences displayed   | Yes / No |
| 8. Can it be read by your customers and as importantly when Trading Standards or the police visit                                  | Yes / No |
| 9. Have you a procedure in place to check you are complying with the 4 licensing objectives  | Yes / No |
| 10. Have you an individual record for each member of staff   | Yes / No |
| 11. If you do does it include records of training/ qualifications undertaken   | Yes / No |
| 12. Do you have an age verification policy 'Challenge 25' IN PLACE   | Yes / No |
| 13. Can you produce it?  | Yes / No |
| 14. Do you have Challenge 25 posters displayed in a prominent position   | Yes/ No  |
| 15. Do you have a refusal register   | Yes / No |
| 16. If yes is it up to date in good condition and available to produce to Training Standards or a police officer on routine visits | Yes / No |
| 21 Do you have a signed Drugs Policy   | Yes/No   |
| 22 Do you have posters regarding drugs policy on display   | Yes/No   |
| 23 have you identified who will conduct the quarterly compliance checks  | Yes/No   |

If you have any questions of a licensing nature or require training please ring Tony Dales on the number below

07875284030

[Email duediligenmcematters@outlook.com](mailto:duediligenmcematters@outlook.com)

## Due Diligence Matters

### **IMPORTANT**

Checks to be undertaken every 3 months to reinforce Due Diligence process.

Retain this document in your Due Diligence file

Designated premises supervisor checklist

Completed by.....

Date /Time	
Premises licence on display in main area of shop	YES / NO
DPS contact details in Due Diligence folder	YES / NO
Procedure in place authorising sales of alcohol when DPS absent	YES / NO
Copies of all Personal Licence (paper version) in Due Diligence pack Credit card personal licence on your person.	YES / NO YES / NO
Due Diligence Matters refusal register on premises Is in good condition	YES / NO
Refusals register checked monthly and signed by DPS	YES / NO
Refusal register has up to date entries	YES / NO
training recorded in staffs portfolio UP TO DATE	YES / NO
CCTV CHECKS up to date	YES / NO
Challenge 25 policy in Due Diligence folder	YES / NO
Challenge 25 posters in good condition and on show	YES / NO
Incident register entries up to date	YES / NO

If you have any concerns with regard to Licensing Law or need advice or training for you or your staff then ring:

Tony Dales 07875284030

Email [duediligencematters@outlook.com](mailto:duediligencematters@outlook.com)

## DUE DILIGENCE MATTERS

### The 4 licensing objectives and what they mean to you

#### Public safety

1. Safe electrics
2. clear up rubbish inside and outside
3. Safe shop floors

#### Prevention of Crime and Disorder

- Don't sell to Drunks
- Don't allow drugs on the premises
- Don't allow disorderly conduct

#### Protection of Children from Harm

- Don't sell alcohol to persons under 18
- Don't sell cigarettes to persons under 18

#### Prevention of Public Nuisance

- Don't allow children to make a nuisance both inside and outside your premises



# DUE DILIGENCE MATTERS

There can only be on DPS who must be a personal licence holder

Designated premises Supervisor	Telephone Nos	Email	Personal licence holder	Any other details



## DUE DILIGENCE MATTERS

### Authority to sell alcohol

I, ..... being a Designated Premises Supervisor and Personal Licence holder, hereby certify that,

.....

has received training in licensing law, company policy and their responsibilities when selling alcohol.

I therefore authorise..... to sell alcohol by retail for consumption on/off the premises at .....

.....

.....

Signed .....

Print Name .....

Dated .....

I, ..... am aware of my responsibilities with regard to licensing law. I understand that I am authorised to sell alcohol.

Signed .....

Print Name .....

Dated .....



# DUE DILIGENCE MATTERS

PREMISES:

DESIGNATED PREMISES SUPERVISOR

STAFF AUTHORISED TO SELL ALCOHOL

NAME	QUALIFICATION	DATE AUTHORISED

In my absence I authorise  
supervisor

to act as

Signed .....Dated.....



# DUE DILIGENCE MATTERS

## OUR DRUGS POLICY

--

Will adopt a **zero tolerance** to drugs possession both inside and directly outside of the premises

The policy will be owned and delivered by the premises designated premises supervisor

The policy will ensure that drug possession/ supplying and consumption does not take place both inside and directly outside of the premises.

The policy will be delivered by

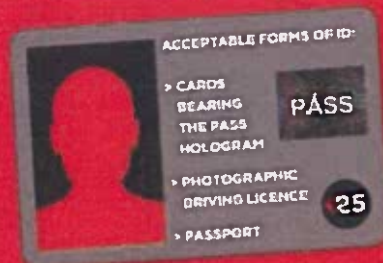
1. The appropriate training of all staff
2. Appropriate signage to be displayed on the premises
3. Regular liaison with local police community officers.

Signed.....  
Designated Premises Supervisor

**DRUGS NOTICE  
THE POSSESSION  
OR TAKING OF  
DRUGS WILL NOT  
BE TOLERATED  
ANYONE CAUGHT  
IN POSSESSION  
WILL BE BARRED  
AND THE POLICE  
INFORMED**



# UNDER 25?



**IF YOU ARE LUCKY  
ENOUGH TO LOOK UNDER  
25 YOU WILL BE ASKED  
TO PROVE THAT YOU ARE  
AGED 18 OR OVER WHEN  
YOU BUY ALCOHOL**

**IF YOU ARE UNDER 18  
YOU ARE COMMITTING  
AN OFFENCE IF YOU  
ATTEMPT TO BUY  
ALCOHOL**



[drinkaware.co.uk](http://drinkaware.co.uk)  
for the facts about alcohol

[WWW.CHALLENGE25.ORG](http://WWW.CHALLENGE25.ORG)





# DUE DILIGENCE MATTERS

## OUR AGE VERIFICATION POLICY

--

will adopt the challenge 25 age verification initiative.

The policy will be owned and delivered by the premises designated premises supervisor

The policy will ensure that the sale of alcohol to persons under 18 does not take place.

The policy will be delivered by

4. The appropriate training of all staff in the challenge 25 procedure.
5. The use and maintaining of a refusals register.
6. Appropriate signage to be displayed in the entrance and location where alcohol is offered for sale.

Signed.....  
Designated Premises Supervisor

# DUE DILIGENCE MATTERS

## LITTER POLICY

NAME ..... OF  
PREMISES.....  
.....

The  
.....  
.....

Has a litter policy that during opening times regular checks will be made to the outside of the premises and will ensure that the area will be free of litter.

Litter checks will be recorded and made available for inspection in The Due Diligence Folder

Signed .....  
Designated Premises Supervisor

## LITTER DAILY CHECKS

[illegible]

# DUE DILIGENCE MATTERS

NAME OF PREMISES.....

## PURCHASING POLICY

Alcohol to be sold at the premises will only be from reputable suppliers

All purchase records will be retained in date order and will be made available for inspection on request by the police or authorised licensing officer

Signed.....

Designated Premises Supervisor

# DUE DILIGENCE MATTERS

## CCTV EQUIPMENT REGISTER

NAME OF PREMISES.....

1. Check images recording 31 days
2. Check cameras are working
3. Ensure staff are able to download images

## CCTV REGISTER

CHECK OF CCTV TO BE CONDUCTED WEEKLY

DATE	TIME	CHECK OF THE SYSTEM IN LINE WITH PREMISES LICENCE CONDITIONS	BY WHOM	RESULT

# DUE DILIGENCE MATTERS

## INCIDENT LOG

All adverse incidents where police  
are called to be logged  
Where medical assistance is  
required  
Refusals to serve drunks

NAME OF  
PREMISES.....

DATE	INCIDENT	POLICE CALLED Y/N	PERSON MAKING ENTRY



# DUE DILIGENCE MATTERS

## Staff Portfolio

Name.....

<b>Staffs address</b> All ID documentation right to reside and work in the UK must be checked and verified Date Checked		
<b>Personal licence holder</b>		yes / no (circle)
<b>If yes Number</b>		
<b>QUALIFICATIONS OBTAINED</b>		
<b>BIIAB qualification</b>		Yes / no (circle)
<b>If yes DATE OBTAINED</b>		
<b>Training/ knowledge check records</b>		Subject
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	

Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	
Date	Initials	

If you have any concerns with regard to the Licensing Law or  
 need advice or training for you or your staff then ring Tony  
 Dales Licensing Consultant  
 Due Diligence Matters  
 47 Manchester Road Chapel en le frith  
 Tel 07875284030  
 E Mail [duediligencematters@outlook.com](mailto:duediligencematters@outlook.com)

Under the provisions of the Licensing Act 2003, it is an offence for the persons under 18 years to purchase or attempt to purchase alcohol. It is also an offence for anyone to purchase or attempt to purchase alcohol for someone who is under 18 years.



# NOISE IMPACT ASSESSMENT REPORT

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March 8<sup>th</sup> 2020

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Noise Control Solutions Limited

Report Reference NCSL 1009

The Stables Wedding Farm, Delph, OL3 5RJ

Issue 1.

1 Introduction .....	3
2 Competence .....	3
3 Applicable Literature .....	4
3.1 BS 4142:2014 Methods for rating and assessing industrial and commercial sound .....	4
3.2 BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings .....	5
3.3 World Health Organisation – Guidelines for community noise 1999. ....	5
3.4 Code of Practice on Environmental Noise Control at Concerts (1995) .....	6
4 Location .....	7
4.1 Site Location .....	7
4.2 Noise Sensitive Receptor (NSR) Location.....	8
4.3 Area map .....	9
4.4 Subjective appraisal of background sound.....	10
5 Proposed Development .....	10
6 Acoustic Measurements.....	10
6.1 Equipment details .....	11
6.2 Ground conditions .....	11
6.3 Weather conditions .....	12
7 Defined Sound Levels.....	12
7.1 Background Sound Level.....	12
8 Noise Impact Assessment .....	13
9 Noise Level Predictions .....	15
9.1 Spectral Noise Level Predictions 16:00 to 23:00. ....	16
8.2 Spectral Noise Level Predictions 23:00 to 23:30. ....	18

9 Recommendations .....	19
10 Summary & Conclusions .....	21

# 1 Introduction

Noise Control Solutions Limited (NCSL) have been commissioned to undertake a noise impact assessment for the proposed rural wedding venue at Slackfield Farm, Knott Hill Lane, Delph, Oldham. The assessment is required in order to accompany the planning application CL/341198/18 which is currently being considered by Oldham Council (OC). The scope of this application is the proposed use of land for a wedding venue for no more than 12 events per calendar year, operating between 16:00 to 23:30. The venue comprises of demountable marquee structures.

Consultee comments were made by Ms Amanda Leonard, Senior Environmental Health Officer for OC, following the submission of the planning application. These comments relate to the requesting of an environmental background noise measurement prior to any events being held at the proposed venue in order to define a suitable noise limit for the specification of any noise control measures. Amplified music from within the proposed demountable marquee structure associated with this application is likely to be the main source of noise and has been cited as a concern by OC.

In order to assess the noise impact at the nearest noise sensitive receptors (NSR), an environmental noise survey has been conducted by NCSL, details of which are described within this report.

Report prepared by  Andrew Todd BA(Hons) MSc MIOA CEng

# 2 Competence

This report has been prepared by Mr Andrew Todd, a corporate member of the Institute of Acoustics, a holder of a MSc in Acoustics and a Chartered Engineer registered with the United Kingdom Engineering Council. Andrew has over 12 years' experience as an acoustic consultant/engineer working in various aspects of acoustics.



## 3 Applicable Literature

### 3.1 BS 4142:2014 Methods for rating and assessing industrial and commercial sound

British Standard 4142:2014 Methods for rating and assessing industrial and commercial sound (BS4142) sets out a methodology to determine the potential impact of proposed industrial and commercial sound sources upon nearby dwellings or premises used for residential purposes. Furthermore, BS4142 is appropriate to consider the impact of existing sources of industrial and commercial sound on proposed receptors.

The methodology prescribes the measurement of the existing acoustic environment at noise sensitive receptor locations, termed the 'background sound level'

A measurement or calculation of the noise generated by the proposed noise source at the receptor location is also required and is termed the 'specific sound level'. This value is then adjusted to reflect any acoustic characteristics which may increase audibility or annoyance to define the 'rating level'.

Once these values have been attained, an analysis can be conducted in order to assess the estimated noise impact that will occur with the introduction of the proposed source into the existing environment.

- In instances where the rating level exceeds background noise level by +10dB, this is an indication of a significant adverse impact, depending upon the context.
- In instances where the rating level exceeds background noise level by +5dB, this is an indication of an adverse impact, depending upon the context.
- The lower the rating level is relative to the measured background sound level, the less likely it is that the specific sound source will have cause and adverse noise impact. Where the rating level does not exceed the background sound level, this is an indication of the specific sound source having a low impact, depending on the context.

The assessment of a noise impact at a receptor should consider the context in which the sound occurs. BS4142 states that the following factors be included in the context assessment;

- The absolute level of sound;
- The character and level of residual sound; and,
- The sensitivity of the receptor.

### 3.2 BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings

BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings (BS8233) provides guidance on internal noise levels within dwellings allowing for sufficient resting and sleeping conditions, as shown in Table 1.

Activity	Location	07:00 to 23:00	23:00 to 07:00
<b>Resting</b>	Living room	35dB $L_{Aeq,16hour}$	N/A
<b>Dining</b>	Dining room	40dB $L_{Aeq,16hour}$	N/A
<b>Sleeping</b>	Bedroom	35dB $L_{Aeq,16hour}$	30dB $L_{Aeq,8hour}$

Table 1 - BS 8233:2014: Recommendations for indoor noise levels

BS8233 also provides guidance on estimated noise reduction levels of commonly used building materials and constructions.

### 3.3 World Health Organisation – Guidelines for community noise 1999.

The World Health Organisation (WHO) provides guidance on maximum recommended noise levels in outdoor living areas. The noise guideline levels are shown in Table 2.

Specific Environment	Critical Health Effect	dB L <sub>Aeq</sub>	Time (hr)	dB L <sub>AMax</sub>
Outdoor living area	Serious annoyance daytime and evening.	55	16	NA
	Moderate annoyance daytime and evening.	50	16	NA
Outside bedroom	Sleep disturbance, window open (outdoor values).	45	8	60

Table 2 - WHO Recommendations for outdoor noise levels

## 3.4 Code of Practice on Environmental Noise Control at Concerts (1995)

This document, published by the Noise Council in 1995, sets out methods for setting reasonable Music Noise Level (MNL) targets at residential premises and best practice methods for minimising disturbance caused by music events.

The guidance noise levels defined within the document for events held between 09:00 and 23:00 are shown in Table 3.

Concert days per calendar year, per venue	Venue category	Guideline
1 to 3	Urban stadia or arenas	The MNL should not exceed 75dB(A) over a 15 minute period
1 to 3	Other urban and rural venues	The MNL should not exceed 65dB(A) over a 15 minute period
4 to 12	All venues	The MNL should not exceed the background noise level by more than 15dB(A) over a 15 minute period

Table 3 - Guideline noise levels from Code of Practice on Environmental Noise Control at Concerts (1995)

The MNL (Music Noise Level) is defined as the Equivalent, A-weighted noise level ( $L_{Aeq,15minutes}$ ) measured 1m from the Noise Sensitive Receptor (NSR) façade.

The background noise level is derived from the arithmetic average of the hourly  $L_{A90}$  values measured over the last four hours of the proposed music event or over the entire period of the proposed event if it is scheduled to last less than four hours.

Furthermore, the document also provides a limit on the acceptable levels of low frequency noise generated by the event. The document states that a level of up to 70dB in either of the 63Hz or 125Hz octave frequency bands is satisfactory.

The document recommends that for any events continuing beyond 23:00, the MNL should not be audible within the NSR with windows open in a typical manner for ventilation.

In addition, the document also sets out best practice methods to minimise disruption within the local environment, this includes:

- Giving sufficient notice to local authorities when events are planned.
- Advertise and operate a complaint telephone number through which noise complaints can be channelled, allowing for an immediate response if necessary.
- Carrying out of a sound test prior to each event to ascertain the maximum level that can be reached to allow guideline noise levels to be met. This effectively 'calibrates' the system taking in to account prevailing weather conditions and the sound insulation of the venue.
- Carry out noise monitoring outside the venue throughout the event.

## 4 Location

### 4.1 Site Location

The proposed Stables Wedding Farm venue (reference 'S1') is located within the hillside areas surrounding the village of Delph at an elevation of 266m. This proposed location is of a significantly

higher elevation relative to the village of Delph itself and other surrounding properties. The area surrounding S1 is comprised of undulating hills, foliage and fields. To the North-East is the village of Delph, with Oldham to the South-West. The marquee which will house the audio system during events will be erected to the South of the licensee's residential premises.

## 4.2 Noise Sensitive Receptor (NSR) Location

The noise sensitive receptor (reference 'NSR1') has been defined as the premises located at The Old Stables, Knott Hill Lane, Delph OL3 5RJ, at an elevation of 285m. This is a detached property located to the North-West of S1. NSR1 is at a higher elevation relative to S1 with the top of proposed marquee position only just visible from the façade of NSR1. This is likely to lead to a reduction in noise at NSR1 due to the effective grazing incidence screening provided by the local terrain. In general, a barrier providing grazing incidence obstruction would be expected to provide approximately 5dB of noise reduction.

The receptor (NSR1) and the proposed venue (S1) are separated from one-another by a distance of approximately 80 metres. This distance has been calculated as a straight-line distance, not taking into account the delta in elevation between S1 and NSR1. This allows for a margin of safety when predicting music noise propagation over distance from the proposed venue.

Further dwellings are located on Stoneswood Road, Delph, however these premises are not considered to be subject to the same level of risk of noise as NSR1, due to the additional distance from S1 and the topography providing a completely blocked line of sight (generally assumed to provide approximately 10dB of attenuation).

## 4.3 Area map



Figure 1 – 2D Local area map



Figure 2 - 3D Local area map

## 4.4 Subjective appraisal of background sound

During site visits by NCSL on the 21<sup>st</sup> February 2020 and the 1<sup>st</sup> of March 2020, along with audio recordings from the acoustic survey measurements, a subjective assessment of the existing acoustic environment was conducted. At the noise sensitive receptor location, the residual sound is comprised of noise from distant traffic, water run-off from local fields, passing aircraft, rustling of foliage and animal noise.

## 5 Proposed Development

The proposed development comprises the erection of a 9m x 18m canvas marquee with UPVC windows and doors upon an existing paddock which is currently used to exercise horses. The paddock has a surface of rubber chippings. Within the marquee, amplified music will be played during wedding events, between the hours of 16:00 and 23:30 (subject to license).

It is believed that an audio system will be permanently installed within the venue, allowing The Stables Wedding Farm to effectively calibrate and control the output levels of the noise to acceptable standards at NSR1 and any other potentially affected premises.

It is believed by NCSL that the application reflects a maximum of twelve events per year.

As noted in Section 1, music noise break-out from the marquee should not cause an adverse effect at existing sensitive receptors as requested by Oldham Council.

## 6 Acoustic Measurements

Noise measurements have been undertaken in order to assess the existing background noise levels at the noise sensitive receptor location (NSR1). An outdoor microphone was positioned to the rear of the NSR1 at the boundary fence, overlooking the proposed venue location. The microphone was located at a distance of 14 metres from the NSR property façade, at a height of 1.5m. The measurement location is considered to be representative of NSR1.

A 48-hour survey was selected, allowing for two day-time and two night-time measurements to be captured.

The background noise survey commenced on Sunday 1<sup>st</sup> March 2020 and was completed Tuesday 3<sup>rd</sup> March 2020.

## 6.1 Equipment details

All measurements within this report were made using a Class 1 NTi Audio XL2 sound level meter (serial number A2A-15792-E0). Field calibration of the meter was conducted using a Class 1 Bruel & Kjaer Type 4230 94dB acoustic calibrator (serial number 1275784). Pre and post measurement sensitivity checks were conducted and showed no significant deviation to the nominal sound level meter sensitivity of 41.3mV/Pa or reference signal levels. Details of these tests are documented in Table 4.

Test Reference	dB Level	Sensitivity	Comments
Pre-test calibration	94.0dB	41.3 mV/Pa	NA
Post-test check	94.0dB	41.3 mV/Pa	No significant variance

Table 4 – Field Calibration Details

All equipment is calibrated in accordance with IEC 61672-3, ISO/IEC 17025 and BS EN 60942:2003 where applicable. Calibration certificates are available upon request.

## 6.2 Ground conditions

Ground conditions between S1 and NSR1 consist of undulating field. The ground was wet during periods of the survey, but was not thought to significantly affect the measured noise levels.



## 6.3 Weather conditions

Weather conditions during the survey were reasonable, with a few periods of rain. No significant level of wind was observed during the commencement or completion of either survey.

Parameter	Commencement	Completion
Barometric Pressure	985 mbar	1002 mbar
Temperature	2° Celsius	4 ° Celsius
Wind-speed	2.6 ms <sup>-1</sup>	4.8 ms <sup>-1</sup>

Table 5 - Survey 1, environmental conditions

## 7 Defined Sound Levels

### 7.1 Background Sound Level

In order to determine the impact of a noise source it is necessary to determine the background sound level which is typical of the local environment without the contribution of the noise source under investigation.

The metric used for the background sound level, ( $L_{A90,T}$ ), is a 90 percentile decibel value derived from statistical analysis of discrete 15-minute night-time and 1-hour day-time measurements. This metric removes noise peaks caused by, for example, a passing car, and allows the determination of the background sound level. BS4142 sets out the method to convert these measurements into a single value background sound level by calculating the modal value of these discrete measurements.

Due to the operational hours of the music from the venue (16:00 to 23:30), day-time noise levels have been calculated from 16:00 to 23:00 and night-time noise levels calculated between 23:00 to 23:30. Day-time noise levels are calculated by the measurement of 1-minute  $L_{A90}$  values, logarithmically averaged to discrete 1-hour  $L_{A90}$  values.

The calculation of night-time noise level is conducted using the following method. Due to the short measurement period (30 minutes between 23:00 to 23:30) the measurement of 1-minute  $L_{A90}$  values has been logarithmically averaged to discrete 30-minute  $L_{A90}$  values.

Results of these measurements are shown in Table 6 & Table 7.

Start Time	Day 1 $L_{A90}$	Day 2 $L_{A90}$
16:00	48.8 dB(A)	44.4 dB(A)
17:00	45.8 dB(A)	49.8 dB(A)
18:00	43.1 dB(A)	47.1 dB(A)
19:00	41.9 dB(A)	43.5 dB(A)
20:00	42.2 dB(A)	42.3 dB(A)
21:00	40.8 dB(A)	41.3 dB(A)
22:00	38.7 dB(A)	40.3 dB(A)

Table 6 - Background Sound Measurements (16:00 - 23:00)

Start Time	Night 1 $L_{A90}$	Night 2 $L_{A90}$
23:00	38.5 dB(A)	39.9 dB(A)

Table 7 - Background Sound Measurements (23:00 - 23:30)

## 8 Noise Impact Assessment

It is the recommendation of NCSL that the guidance provided within Code of Practice on Environmental Noise Control at Concerts (1995) (summarised within Section 3.4) is followed to define acceptable noise levels at NSR1 during events and to minimise acoustic disruption from music noise at the proposed venue.

Following guidance within this Code of Practice, the MNL when measured 1 metre from the NSR façade, during the hours of 09:00 to 23:00 should not exceed 55.9 dB(A) in any 15-minute period. This has been calculated by taking the arithmetic average of the lowest hourly background sound levels ( $L_{A90}$ ) measured over the last four hours of the proposed event and allowing for a 15 dB increase, as specified in the code of practice.

In addition, the guidance document recommends that beyond 23:00, the MNL should not be audible within the NSR. The document goes further, by stating that this is likely to be achieved if music noise is 'just audible' outside the NSR. Based upon this, NCSL recommend that the MNL during the hours of 23:00 to 23:30 should not exceed the current night-time background sound levels. Based upon the findings of the environmental noise survey, the MNL during this time period should not exceed 38.5dB(A).

The document also recommends that amplified sound in the 63Hz and 125Hz octave band should not exceed 70dB at any time. This limit should be applied between the hours of 16:00 to 23:00, however NCSL recommend that a more stringent limit is implemented between the hours of 23:00 and 23:30.

A limit for low frequency noise between 23:00 and 23:30 is proposed by NCSL based upon the logarithmic average of  $L_{Z90}$  values measured in the relevant octave bands during the acoustic survey measurements.

All limit values are shown in Table 8.

Time Period	Background Sound Level	Limit at NSR1	
		Overall Sound Pressure Level (dB(A))	55.9 dB(A)
16:00 – 23:00	40.9 dB(A)	63Hz Octave Band Sound Pressure Level (dB(Z))	70 dB(Z)
		125Hz Octave Band Sound Pressure Level (dB(Z))	70 dB(Z)
		Overall Sound Pressure Level (dB(A))	38.5 dB(A)
23:00 – 23:30	38.5 dB(A)	63Hz Octave Band Sound Pressure Level (dB(Z))	44.0 dB(Z)
		63Hz Octave Band Sound Pressure Level (dB(Z))	38.5 dB(Z)

Table 8 - Limit Sound Pressure Levels at NSR1

It is believed that adherence to these limit values will minimise the risk of noise complaints occurring during events.

## 9 Noise Level Predictions

In order to estimate the noise level observed at NSR1 due to music noise generated at S1, calculations have been undertaken to understand the propagation of sound from the venue to NSR1. These values should be used for indication only, and acoustic measurements are recommended to accurately define the acoustic propagation between S1 and NSR1 prior to any events taking place.

Based upon a straight-line distance between S1 and NSR1, with the marquee modelled as an area source, it is expected that a reduction in noise level in the order of 35 dB will be achieved due to geometric divergence over the 80 metre distance between NSR1 and S1. This has been calculated assuming a marquee dimensions of 9m (shortest length) and 2.5m (height)

Therefore, between 16:00 and 23:00, noise from within the marquee should not exceed 90dB(A) when measured directly outside of the façade of the marquee which is closest to NSR1. Between 23:00 and 23:30, the noise limit at the façade of the marquee should be 73.5dB(A).

Music noise contains a number of different frequency components, and usually contains high sound energy in the low frequency range. Therefore, it is not appropriate to provide only a single broadband level to be achieved. To comprehensively define the noise level limits, further analysis has been undertaken, as described below.

## 9.1 Spectral Noise Level Predictions 16:00 to 23:00.

Spectral calculations have been undertaken based upon the simulated program signal defined within IEC 268-1:1985. This spectra is used for audio system assessment, and closely resembles the average of the mean power spectral density (PSD) of a wide range of programme material, including both speech and music of several kinds.

The spectra defined in IEC 268-1:1985 has been A-weighted and normalised to provide an equivalent overall sound pressure level of 90dB(A) external to the marquee. This allows for the A-weighted one-third octave sound pressure levels external to the marquee to be estimated. Using the geometric divergence values calculated above, it is possible to estimate the overall sound pressure level and frequency spectra observed at NSR1 between the hours of 16:00 to 23:00. The one-third octave band values are shown in Figure 3.

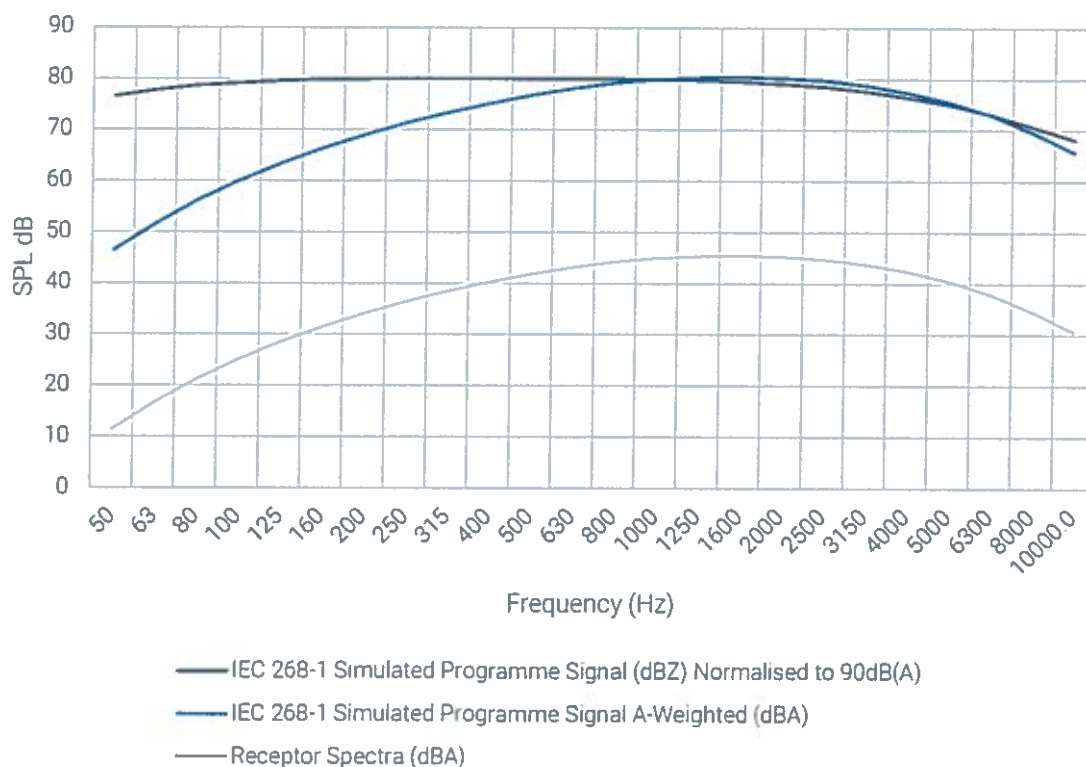


Figure 3 - Spectral Calculations (16:00 - 23:00)

This calculation defines a spectral noise limit external to the marquee, which should result in an A-weighted sound pressure level of 55dB(A) at NSR1 and acceptable noise levels in the 63Hz and 125Hz octave bands as defined by The Code of Practice on Environmental Noise Control at Concerts (1995) during the hours of 16:00 to 23:00. These predicted values are noted in Table 9.

Parameter	Noise level limit at the façade of the marquee closest to NSR1	Noise level at NSR1	Limit at NSR1
Overall SPL (dB(A))	90.0 dB(A)	55.0 dB(A)	55.0 dB(A)
63Hz octave band	82.5 dB(Z)	47.5 dB(Z)	70.0 dB(Z)
125Hz octave band	84.2 dB(Z)	49.2 dB(Z)	70.0 dB(Z)

Table 9 - Noise Level Calculations (16:00 to 23:00)

It is estimated that a music level of 90 dB(A) external to the marquee will ensure that entertainment sound levels within NSR1 will not cause any adverse effects at NSR1. In addition, music noise within the marquee, is considered suitable for the enjoyment of the wedding venue guests.

## 8.2 Spectral Noise Level Predictions 23:00 to 23:30.

The noise limit at NSR1 is reduced between 23:00 and 23:30, therefore, it is necessary to determine a different spectral noise limit using the process described above.

The spectra defined in IEC 268-1:1985 has been A-weighted and normalised to provide an equivalent overall sound pressure level of 73.5dB(A) external to the marquee. This also allows for the A-weighted one-third octave sound pressure levels external to the marquee to be estimated. Using the geometric divergence values calculated above, it is possible to estimate the overall sound pressure level and frequency spectra observed at NSR1 between the hours of 23:00 to 23:30. The one-third octave band values are shown in Figure 4.

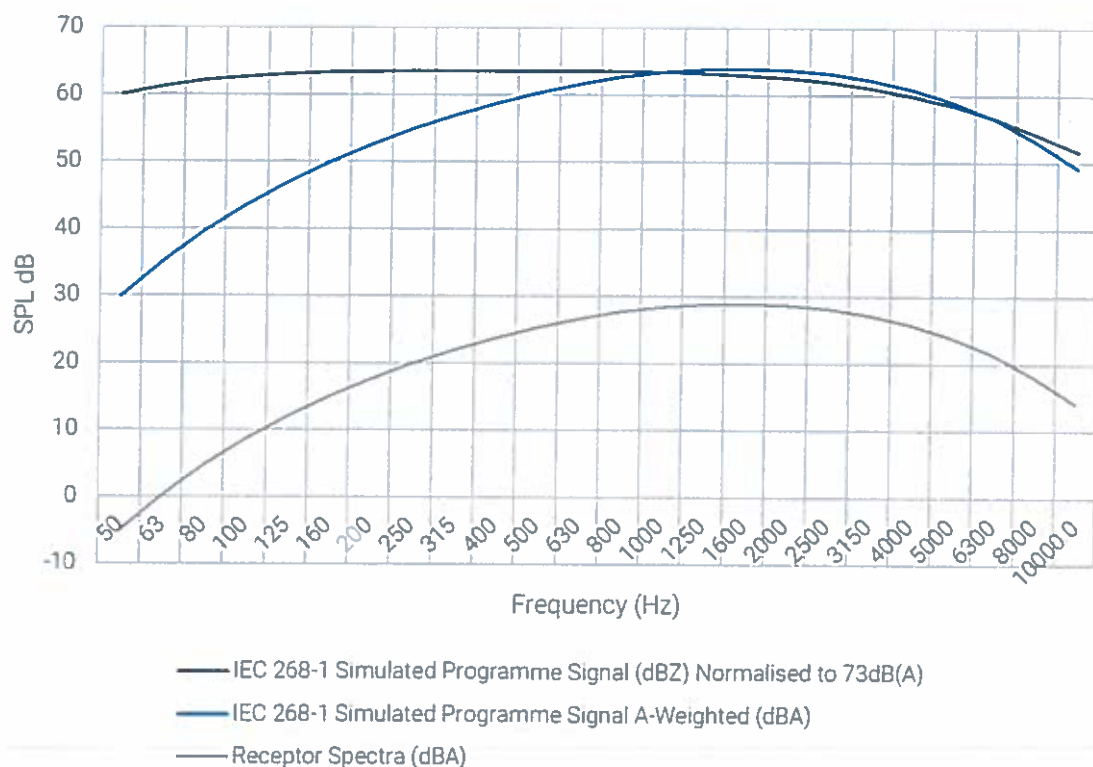


Figure 4 - Spectral Calculations (23:00 - 23:30)



This calculation defines a spectral noise limit external to the marquee, which should result in an A-weighted sound pressure level of 38.5dB(A) at NSR1 and acceptable noise levels in the 63Hz and 125Hz octave bands as defined by The Code of Practice on Environmental Noise Control at Concerts (1995) during the hours of 23:00 to 23:30. These predicted values are noted in Table 10.

Parameter	Noise level limit at the façade of the marquee closest to NSR1		Limit at NSR1
	Noise level at NSR1		
<b>Overall SPL (dB(A))</b>	73.5 dB(A)	38.5 dB(A)	38.5 dB(A)
<b>63Hz octave band</b>	66.0 dB(Z)	31.0 dB(Z)	44.0 dB(Z)
<b>125Hz octave band</b>	67.5 dB(Z)	32.7 dB(Z)	38.5 dB(Z)

Table 10 - Noise Level Calculations (23:00 to 23:30)

Further attenuation during outdoor sound propagation is provided by the absorption of acoustic energy by the air, ground effect and the effective barriers provided by local topography. These absorption mechanisms are likely to be significant in this situation, however they have not been included in these calculations in order to give a further margin of safety.

The predicted noise levels shown within this section are based upon a linear audio system frequency response and audio spectra similar to that defined by the IEC 268-1 simulated programme signal.

The calculations detailed within this report provide confidence that noise impact due to music noise can be successfully managed within the Stables Wedding Farm venue, but it is strongly recommended that verification measurements are conducted. This is particularly relevant in this case due to the topography of the local area, where acoustic interactions are likely to be complex.

## 9 Recommendations

It is the recommendation of NCSL that a permanent audio system is installed with the Stables Wedding Farm venue, which is fully controlled by the licensees.



Once this system is installed, it is recommended that one of the following noise control measures is implemented to prevent disturbance at NSR1 or other local premises:

- Acoustic measurements conducted to define the maximum audio system amplifier settings and graphic equaliser settings which will provide adherence to the limit values defined in Section 8. This will only be feasible if the same audio equipment is used for every event.
- Acoustic measurements conducted to define the maximum allowable sound pressure level settings for noise limiting systems installed within the marquee to provide adherence to the limit values defined in Section 8.
- Real-time monitoring of noise levels at NSR1 during events. This should include feedback to the licensee to allow adjustments to the audio system output levels quickly if limit noise levels are exceeded.

Furthermore, the following guidelines should be followed to minimise disruption within the local environment.

- Audio output should not extend below 50Hz, this could be implemented with the use of a suitable high pass filter system.
- Where possible, ingress and egress points of the marquee should be positioned so they do not face towards any local premises.
- Where possible, doors of the marquee should be designed so that they cannot be left open, for example, spring loading.
- Good public relations should be maintained between the licensee and local residents as this can help to minimise annoyance. For example, communication with the local residents to inform them of the time and duration of any events can be an effective and simple mitigation measure.
- Any control measures should be implemented and assessed, with input from local residents, before any events occur. For example, a 'dummy' event could be run, with representative noise levels and timings of a real event. This would allow for the subjective feedback from residents and alterations can be made to control measures if required.

- It is recommended that any changes to the site layout, the audio system, or any other factors influencing noise level at local premises is over-checked with acoustic measurements.

## 10 Summary & Conclusions

Noise Control Solutions Limited (NCSL) have been commissioned to undertake a noise impact assessment for the proposed rural wedding venue at Slackfield Farm, Knott Hill Lane, Delph, Oldham. The venue license will allow for 12 events per calendar year, operating between 16:00 to 23:30.

A noise sensitive receptor (NSR1) has been identified as the premises located at The Old Stables, Knott Hill Lane, Delph, OL3 5RJ. It is believed this premises is at the highest risk of noise impact due to the proximity to the proposed venue (S1).

A 48-hour noise survey has been conducted at the NSR to define existing background sound levels and provide a baseline for any proposed noise level limits.

A literature review has been conducted by NCSL and it is proposed that the guidance provided within The Code of Practice on Environmental Noise Control at Concerts (1995), published by The Noise Council, is followed. This specifies methods to set limit noise levels at NSR premises based upon existing background noise levels. These limits are detailed in Section 8 of this report.

In order to provide confidence that the proposed limits can be met, predictive calculations have been conducted by NCSL. Based upon these calculations (documented in Section 9) it is believed that the Music Noise Level (MNL) from the venue can meet the proposed limits at NSR1 with sufficient control strategies in place. These calculations should be validated with acoustic measurements to ensure accuracy.

## TERMS AND CONDITIONS OF BUSINESS

### GENERAL

Work done or services undertaken are subject to the terms and conditions detailed below and all other conditions, warranties and representations, expressed or implied are hereby excluded.

### PRICES

Prices are based on current costs, exchange rates, duty and freight and are subject to change without notice.

### TIMING ESTIMATES

Timing estimates are made in good faith and date from receipt of a written order and full information to enable us to proceed. While NCSL makes every effort to fulfil them, such estimates are subject to unforeseen events and if not maintained, cannot give rise to any claim.

### CANCELLATION AND RETURNS

Cancellation of orders for services, training or consultancy is only acceptable by prior agreement of NCSL and a charge will normally be made. NCSL reserve the right to cancel any work at any time.

### CLAIMS

Claims for errors etc should be notified within 10 days of date of receipt.

### PAYMENT TERMS

Full payment is required before any work is undertaken by NCSL. Failure to comply with the terms of payment may result in delayed delivery of services and a review of the Customer's credit account (if applicable). Should the customer become subject to an administration order, or becomes bankrupt or goes into liquidation, NCSL has a right to cancel any contract and discontinue any work.

### RETENTION OF TITLE

All services & data remain the property of NCSL until paid in full. Under no circumstances will a customer's purchase order override our Retention of Title clause. In the case of software and data, the ownership remains with NCSL. Payment of invoices in full will entitle the customer to use reports or other services under licence until (a) a set expiry date is passed (b) they cease trading. In both instances, the licence shall then revert to NCSL. All measurement data and reports are the sole property of NCSL and shall not be reproduced or distributed without written consent from NCSL.

### TEST REPORTS

NCSL shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in a test report.

Any specifications or targets supplied by NCSL are to be considered as guidance only. No guarantee is offered by NCSL that the meeting of any supplied targets or specifications will solve the relevant issue or prevent future issues.

### RESPONSIBILITY

Every effort is made to ensure accuracy in description, drawings and other information in correspondence, catalogues, etc but no warranty is given in this respect and NCSL shall not be liable for any error therein. NCSL carries out all tests and/or advises only on the basis that the same are carried out, made or given without any responsibility whether for negligence or otherwise. NCSL and its servants or agents will not be liable for any damage or loss direct or indirect of whatsoever kind, whether or not the same results directly or indirectly from negligence on the part of NCSL or its servants or agents.

### CONFIDENTIALITY

Unless specifically excluded in the terms of an individual contract between NCSL and its Customer, the following shall apply to all reports, advice, drawings, photographs, specifications or data:

The above shall not be disclosed to third parties or used in litigation without the consent of NCSL.

Where NCSL has given consent to disclosure, the Customer shall draw the attention of the third party to these terms of business and the basis on which NCSL undertakes test, reporting and advising. The Customer shall indemnify NCSL for any failure to do so.

The above items are submitted to the Customer as confidential documents. Confidentiality shall continue to apply after completion of the business but shall cease to apply to information or knowledge which may come into the public domain.

### CONSTRUCTION AND ARBITRATION

The laws of England shall govern all contracts and the parties submit to exclusive jurisdiction of the courts of England, unless otherwise agreed.

### JOB SPECIFIC TERMS

NCSL will not be held responsible for any adverse impact arising from the introduction of proposed palliative measures.

Furthermore, no guarantee is given regarding the effectiveness of any proposed palliative measures. The client is responsible for any palliative measures, including, but not limited to, the sourcing of suppliers, the quality of installation, the cost of all materials / installation, maintenance and safety.

NCSL provide no guarantee that adherence to provided specifications will result in no further noise and/or vibration complaints and/or the elimination of noise and/or vibration issues.

NCSL do not supply, procure, install or maintain any materials.

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David Parkes – Accredited Member of the Law Society Children  
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([www.sra.org.uk](http://www.sra.org.uk)) SRA Number 573268

Mr Mark Hopkins  
Slackfield Farm  
Knott Hill Lane  
Oldham  
Delph  
OL35RJ

Your Ref:

Our Ref: TD:3966

Direct Email: [tdales@bakers-solicitors.com](mailto:tdales@bakers-solicitors.com)

Date: 6 January 2020

Dear Mark,

## Your Personal Licence Application

I have pleasure in enclosing your personal licence issued by The Oldham Council. Please take time to read the advisory documentation.

Your card licence must be on your person when working in licenced premises. The paper copy of the licence together with your BIIAB certificate should be retained in a safe place.

Yours sincerely

Tony Dales  
Bakers Solicitors

Glossop Office: 15 Bernard Street, Glossop, Derbyshire, SK13 7AA  
t: 01457 859123 f: 01457 859093  
Stockport Office: Regent House, Heaton Lane, Stockport, SK4 1BS  
t: 0161 804 0470

Buxton Office: 37 Spring Gardens, Buxton, Derbyshire, SK17 6BJ  
t: 01298 767495  
Chesterfield Office: 514 Sheffield Road, Chesterfield, S41 8LP  
t: 01246 733132



Page 51



20 DEC 2019

Mr M S Hopkins  
Tony Dales Bakers Solicitors  
89 High Street West  
Glossop  
SK13 8BB

**People & Place**  
Licensing Team  
Sir Robert Peacock House,  
Vulcan Street  
Oldham  
OL1 4LA  
Tel: 0161 770 4730  
Fax: 0161 770 4481

Dear Mr Hopkins

**Re: Personal Alcohol**

---

I have pleasure in enclosing your Personal Licence which has been granted following your application.

You will see that your licence comes in two parts, photo and counterpart. Your photo licence must be available for inspection upon request.

Should you change name or address you should contact the Licensing Team who will advise you of the relevant fee to pay for a new licence. You will be required to confirm your new details in writing. Failure to notify the authority could render you liable for prosecution.

I have enclosed a list of relevant offences as outlined in the 'Act'. Should you ever be convicted of one of the offences outlined in the schedule you should notify the Licensing Team immediately in writing. If appearing in court you must advise the court that you are a personal licence holder.

Also attached is a schedule of offences that can be committed under the 'Act'. Please ensure that you read the schedule so that you are aware of the offences contained within it.

Should you have any enquiries in relation to the Licensing Act or your role please feel free to contact a member of the Licensing Team on the above number or call into the office to see us.

Yours sincerely,



John Garforth  
Trading Standards & Licensing Manager  
Direct Line: 0161 770 4730  
Email: [env.licensing@oldham.gov.uk](mailto:env.licensing@oldham.gov.uk)

Licensing Act 2003  
**Personal Licence**

**PA2983**

**LOCAL AUTHORITY**



Oldham Council  
Sir Robert Peacock House  
Vulcan Street  
Oldham  
Greater Manchester  
OL1 4LA  
web: [www.oldham.gov.uk](http://www.oldham.gov.uk)  
tel: 0161 770 4730

**Oldham Council** has granted a Personal Licence to the person named on this licence who is authorised to sell or supply alcohol or to authorise the sale or supply of alcohol in accordance with the Licensing Act 2003.

**DURATION OF LICENCE**

**Issued : 13 December 2019**

**Expires: Indefinite**

**NAME & ADDRESS OF HOLDER OF PERSONAL LICENCE**

**Mark Stephen HOPKINS**



Slackfield Farm  
Knott Hill Lane, Delph  
Oldham  
OL3 5RJ

**ANNEX 1 : RELEVANT CONVICTIONS**

**SIGNED ON BEHALF OF THE ISSUING LICENSING AUTHORITY**

-----  
**John Garforth**  
**Trading Standards & Licensing Manager**

This is to certify that

**MARK STEPHEN HOPKINS**

has been awarded the

**BIIAB Level 2 Award for Personal Licence Holders**

Qualification Accreditation Number: 603/2468/5  
Certificate Number: 315669

Date Achieved: 20/11/2019  
Learner Number: 307713



Denise Thomson  
Responsible Officer



# Disclosure

## SCOTLAND

00449/01490

MR MARK STEPHEN HOPKINS  
SLACKFIELD FARM  
KNOTT HILL LANE  
OLDHAM  
LANCASHIRE  
OL3 5RJ  
UNITED KINGDOM



### Basic disclosure<sup>1</sup>

Criminal conviction certificate issued  
under section 112 of the Police Act 1997

## Certificate of basic disclosure

**Disclosure number:** 3000 0000 0036 9475

**Date of issue:** 03 December 2019

**Name:** MARK STEPHEN HOPKINS

**Date of birth:** 24 March 1961

## Convictions

The applicant has no unspent convictions.

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13<sup>th</sup> January 2020

Mr and Mrs M Hopkins  
Slackfield Farm  
Knott Hill Lane  
Delph  
Saddleworth  
Oldham  
OL3 5RJ

### **Stables Wedding Farm Stables Wedding Farm**

The intention of the following is to make representations with regard to the concerns expressed related to the application for an alcohol and music licence at the above address.

It is appreciated the generic notice dated 6<sup>th</sup> December 2019, (see appendix 1 attached) created confusion. In an attempt to clarify the position, we issued a mail drop to residents of Stoneswood Road, Knott Hill Lane, Thurston Clough and Knarr Barn Lane. (see appendix 2 attached dated 19<sup>th</sup> December 2019, posted 23<sup>rd</sup> December 2019) This was in response to several ad-hoc discussions locally to hopefully address some of the misinterpreted facts.

Three of the four date sensitive objections appear to have been stimulated by this direct mail drop, as they are dated 28<sup>th</sup> December 2019 and two dated 2<sup>nd</sup> January 2020. The objection dated 20<sup>th</sup> December was received the day of 23<sup>rd</sup> December 2019.

Before continuing, as residents ourselves of Stoneswood Road and Knott Hill Lane from 1984 we take the concerns of our fellow neighbours very seriously. In addition to this, it is perhaps noteworthy that any events hosted will be in direct proximity to our personal home and as such we emphasise our commitment to policing proceedings in a regulated and controlled manner.

To directly reference some of the points raised on our correspondence dated 19<sup>th</sup> December 2019, to expand on this we would highlight the following: -

- Any license granted would be specific to each event which solely relates to our permitted development rights approval noted in the correspondence above. There is no appetite to operate at any other point in time and we fully accept the stipulations proposed by the licencing authority (see appendix 3)
- Any application outside of the above will be made separately for consideration and prior approval, i.e. serving alcohol outside of the permitted time frame.
- We cannot see on our web site where it stipulates SWF can accommodate 250 guests. However, if this has been overlooked, we provide an undertaking this will be removed. We envisage a to accommodate less than 200no.



To reinforce and supplement our commitment to operating a controlled and safe environment, please see a generic copy of the Stables Wedding Farm (SWF) Event Contract (appendix 4 attached) This deals in detail with regard to SWF jurisdiction in advance of any event and relates to dealing with any potential disturbance

Specific highlighted sections would be

- Section 9 "Alcoholic Beverages"
- Section 11 "Decorations" (specifically states amongst other things, fireworks will not be allowed)
- Section 12 "Music and Entertainment"
- Section 13 of the contract "Children"
- Section 17 of the contract "Parking"

Our web site notes there is "limited" parking on site, which by default would limit any noise disturbance created.

It is perhaps also significant to note Page 2 of the Events Contract (Paragraph 4) sets out the parking commitment and highlights the mode of transport from the car park to event space for disabled or infirm (DDA) guests. This will be via electric powered golf buggy. In order to operate this provision SWF will provide 3 number dedicated marshaling personnel, linked using radio control handsets. The first to be located to police the car parking off Thurston Clough Road. The second to be located within the area directly outside the main event space and the third at mid-point along the event access path. While all 3 staff will coordinate the need for DDA transport they will also provide 'soft security' to ensure guests enter and leave in an orderly manner and in addition remain within the restricted area. (see appendix 5, location map, attached)

In terms of topography, this may be subject proximity and location, (in this case the vast majority of our neighbours are shielded by natural hill side) In addition it is accepted the climatic conditions and/or seasonal aspects will impact on this.

Given the rural venue aspect means most events will be conducted in summer while the surrounding trees are in full foliage which should contribute to sound transference. To reinforce this as noted we did hoist a personal event, with fully operating music system on the 25<sup>th</sup> August 2019 for approximately 90 guests. It is perhaps noteworthy we received no complaints with regard to any disturbance. In addition to this, invited guests commented they could not hear any sounds emanating from the event space until part way up the access footpath.

Also noteworthy we stable 7 horses, which during this event where out grazing openly in our adjacent fields, (our additional concerns being our horses may be affected by noise?). This was checked on 2 occasions by independent persons. Both reported not only were they not affected in any way, sound from the event space was inaudible.

In concluding, on a positive note as of today's date, we have three wedding events booked in 2020. These are 12<sup>th</sup> April. 25<sup>th</sup> July and 1<sup>st</sup> August. All couples have fully signed up to the terms set out within the Wedding and Event Contract.

Two of the couples are long term residents of Delph village. Which means the bulk of guest, will be Delph residents. The couple who have booked for the 25<sup>th</sup> July have obtained permission to open and hold their service at Heights Church.

Also interesting the wedding event booked for the 1st of August the groom is Greenfield born and bred, they have very personal reasons why they would like to be married on site and in the shadow of the Pots and Pans monument. In addition, they have fully booked The Old Bell Inn hotel, along with and the bulk of surrounding bed and breakfasts for the whole weekend to accommodate their guests.

Yours faithfully,



Mr M Hopkins



Mrs D Hopkins

## Appendix 1

### **Notice**

I Mark Stephen HOPKINS have applied for the Grant of a Premises Licence for The Stable Wedding Venue, Slackfield Farm, Knott Hill Lane, Delph, Oldham, OL3 5RJ.

The Licence if granted is to enable the following activities to take place: sale of alcohol on the premises, the provision of regulated entertainment.

Sunday to Saturday 1300hrs to 0000hrs

Any person wishing to make representations in relation to this application may do so by writing to the Licensing Section, Oldham Metropolitan Council, Sir Robert Peacock House, Vulcan Street, Oldham, OL1 4LA. The application can also be viewed at the above address during office hours. Representations should be made by 3 January 2020.

It is an offence knowingly or recklessly to make a false statement in connection with an application the maximum fine for which a person is liable on summary conviction for making a false statement is a Level 5 fine on the standard scale.

Dated 6<sup>th</sup> December 2019

## Appendix 2



19<sup>th</sup> December 2019

Mr and Mrs M Hopkins  
Slackfield Farm  
Knott Hill Lane  
Delph  
Saddleworth  
Oldham  
OL3 5RJ

Dear

### **Stables Wedding Farm-Details of operating**

Please excuse this impersonal mail drop, but having had several conversations regarding the above, we felt it would be considerate to try and clear up various queries.

Before we proceed can we stress, in undertaking any events, our paramount consideration will be given to the impact on our fellow residents of Stoneswood Road & Knott Hill Lane.

Hopefully the following will address some of your overall concerns: -

#### Approvals

- We have permitted development rights, this translates to approximately 12 actual events per year.
- The current application lodge for sectioned alcohol and music license, is then restricted to these events parameters.
- It was recommended by OMBC and deemed more considerate to undertake and obtain formal license training to then be regulated by this. The alternative was to obtain a temporary license for each event, in accordance with the approval granted.

#### Parking

- Our web site refers to limited parking available on site.
- Within each specific event contract this specifically states parking is restricted and to be reserved for a maximum of 16 vehicles.
- All event parking will be policed for the duration.

- Over spill parking will be via park and ride and organised ahead of any event.

#### Noise disturbance

- The Music and entertainment license is also then regulated under the same criteria as noted within approvals
- For the first events we intend to set up sound monitoring stations around the location to take actual readings
- You may be aware we undertook a private function for approximately 90 guests on the evening of the 25<sup>th</sup> August. This was to test run the operation and functionality of space

If you have any further concerns, or ideas to ensure minimising your inconvenience, then please do not hesitate to call Mark on 07790 849335 or email [mark@stablesweddingfarm.co.uk](mailto:mark@stablesweddingfarm.co.uk)

Yours faithfully,



Mr M Hopkins



Mrs D Hopkins

## Appendix 3

## **General**

### **1. Function notification**

The premises will be used for a maximum 28, one day events per calendar year and the councils licensing office must be notified at least 14 days prior to each event.

### **2. Staff training**

Any staff employed at the premises will receive training by the Designated Premises Supervisor on first appointment and at least every 12 months thereafter. Training will include input on preventing underage sales, sales of alcohol to people who are drunk, application of the drugs policy and any other relevant matters. A written record will be kept of all training carried out. This record must be kept on the premises and made available for inspection by any responsible authority.

### **3. Designated Premises Supervisor (DPS)**

The DPS must be present during any function.

### **4. List of Authorised Persons**

The Designated Premises Supervisor must maintain a written record of all members of staff who are authorised to sell alcohol. This record must include a photograph of the relevant members of staff to be kept on the premises at all times and be made available to a representative of any responsible authority on request.

### **4. Personal Licence Holder to be on Premise at All Times**

A Personal Licence Holder must be present at the premises at all times licensable activities, live music (amplified or unamplified), recorded music or any other types of entertainment (amplified or unamplified) are taking place.

## **The Prevention of Crime and Disorder**

### **5. Incident Book**

An incident book (with the pages numbered sequentially) must be kept on the premises and be made available for inspection by responsible authorities. The incident book must be used to record the following:

- a) Any incident of violence or disorder on or immediately outside the premises
- b) Any incident involving controlled drugs (supply/possession/influence) on the premises
- c) Any other crime or criminal activity on the premises
- d) Any refusal to serve alcohol to persons who are drunk (On sale and off sale premises only)
- e) Any refusal to serve alcohol to under 18's or anyone who appears to be under 18
- f) Any call for police assistance to the premises
- g) Any ejection from the premises
- h) Any first aid/other care given to a customer

## **Public Safety**

6. All fire and risk assessments will be carried out and checked prior to any function and recorded.

7. No alcohol or glassware to be taken off the premises.

**8. Glass Collection**

In order to minimise the risk of persons becoming injured by broken glass, the designated premises supervisor must ensure that empty glasses, bottles and other containers are collected and disposed of regularly and at least every half-hour whilst the premise is open.

**The Prevention of Public Nuisance**

**9. Entertainment to be Inaudible**

Noise generated by regulated entertainment, live music (amplified or unamplified), recorded music or any other type of entertainment (amplified or unamplified) must be inaudible at the nearest noise sensitive location.

**10. Perimeter Inspections**

The Designated Premises Supervisor must ensure that perimeter inspections are undertaken every hour when regulated entertainment, live music (amplified or unamplified), recorded music or any other type of entertainment (amplified or unamplified) is taking place. These inspections must be recorded in a book which must be made available for inspection to Local Authority Officers and Greater Manchester Police on request.

**11. Notices to Customers**

Notices requesting customers to leave quietly must be displayed in a prominent position next to each entrance/exit. The Designated Premises Supervisor must ensure that customers are encouraged to keep noise to a minimum when leaving the premise.

**Protection of children from harm**

**12. Challenge 25 scheme**

The premises must operate a "Challenge 25" scheme at the premise in relation to age verification for alcohol sales and other age-restricted products. Signs and/or posters must be displayed in prominent positions inside the premise to inform customers of this condition.

**13. Under 18's**

No persons under the age of 18 are permitted on the premises unless accompanied by a responsible adult.

**14. Proxy Notices**

The premise must display, in a prominent position, a notice or notices explaining that it is an offence for adults to purchase alcohol and then supply it to persons under 18.

## Appendix 4

## Wedding and Event Contract

The Stables Wedding Farm is a registered company operating from Slackfield Farm, Knott Hill Lane,  
Delph, Saddleworth, Oldham OL3 5RJ

This contract defines the terms and conditions under which Stables Wedding Farm and \_\_\_\_\_ (hereinafter referred to as the "Client") agree to the Client's use of The Stables Wedding Farm facilities on (event date).

This contract constitutes the entire agreement between the parties and becomes binding upon signature of all parties. This contract may not be amended or changed unless executed in writing and signed by The Stables Wedding Farm and the Client.

This contract shall be considered void if not signed and returned within two weeks of issuance.

### Function and Client Information

1. Type of Function: \_\_\_\_\_
2. Date of Function: \_\_\_\_\_
3. Preferred Start Time: \_\_\_\_\_ Preferred Ending Time: \_\_\_\_\_
4. Event Planner/Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
5. Estimated Number of Guests: \_\_\_\_\_
6. Estimated number of vehicles (for parking management purposes): \_\_\_\_\_
7. **Couple 1 Information:**  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_  
 \_\_\_\_\_ Post Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
8. **Couple 2 Information**  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

### 1. Facilities Provided by The Stables Wedding Farm

The Stables Wedding Farm will provide the following facilities on the dates and times indicated above:

**Main Event Space** (approx. dimensions 36m x 17m) Lower Level and surrounding grounds (Arbour, Feature Pond, Hobbit Houses, Bar) 4-station Restroom Facilities with flush toilets (3 Ladies, (1 Ambulant with baby changing) 1 Gentleman, with 2 urinals.

The use of Hobbit House accommodation on site will be made available for the convenience of guests.

All bar and drinks staff. When taking advantage of The Stables Wedding Farm menus offers, this will include all associated staffing.

**Parking** (self-park, managed) for approx. 16 cars. Transport from the car park to the main event space for either disabled or those guests with restricted mobility, will be via a chauffeured, six-seater, golf style buggy. Client to advise on their requirements 1 month prior to event date.

In addition, The Stables Wedding Farm will provide festoon lighting along the festival road leading from the car park to main event space. Also, high level festoon lighting to the artificial grass areas of the event space.

Please note that our grounds are a working farm day to day. We ask that our guests take special care in being considerate our live stock. Also, to not damage or mar any structures located throughout our facility. Guests wishing to place decorations of their own for events must obtain The Stables Wedding Farm approval for methods used to secure decorations within the facility.

## **2. Additional Services**

For Clients not utilising The Stables Wedding Farm fully dressed marque package and catering menus there is an option to take advantage of a fully fitted commercial kitchen. The Stables Wedding Farm can also provide contact details and recommendations for additional services such as marquee rental, DJ, florist etc. Note that Client is responsible for providing linens, table service, etc. for dining. The Stables Wedding Farm require contact details of all suppliers no later than 1 month prior to your chosen date.

## **3. Fees and Deposits**

- a. The total cost for use of The Stables Wedding Farm facilities as described in this contract is £XXXX. To reserve services on the date requested The Stables Weddings Farm requires this contract be signed by both parties and an initial deposit of £XXXX. A second deposit of fifty percent (50%) of the balance is due six months prior to the event date. Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event. Deposits and payments will be made by BACS payment to The Stables Wedding Farm using the schedule noted below.

Scheduled Payment	Amount	Date Due
Initial Deposit	£XXXX With Signed Contract	
Second Deposit _____	_____	
Remaining Balance _____	_____	

The initial deposit of £XXXX is to secure your date and is non-refundable and non-transferable.



#### **4. Cancellation and Refund of Deposits**

In the unlikely event the Client should cancel this contract, all deposits are non-refundable. In the event of a Client cancellation, you The Client will be liable to pay the following: *365 – 90 days prior to the date 30% of pre agreed costs, 90 - 30 days prior – 70% of pre agreed costs, 29 days – date of wedding – 100% of pre agreed costs* . The Stables Wedding Farm shall have the right to terminate this contract if the Client fails to meet or violates any terms of this contract, in which case the provisions of this cancellation policy also apply. If for any reason The Stables Wedding Farm is unable to fulfil its obligations under this contract, all deposits will be returned to Client. The Stables Wedding Farm will not be liable for any costs related to contractors or suppliers.

#### **5. Date Changes**

In the event the Client wishes to change the date of the event, every effort will be made by The Stables Wedding Farm to transfer reservations in support of the new date. The Client agrees that, in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable are the sole responsibility of the Client. The Client further understands that last minute changes can impact the quality of the event and that The Stables Weddings Farm is not responsible for any compromises in quality associated with a change in date.

#### **6. Insurance**

- a. Whilst it is not asked for, The Stables Wedding Farm highly recommends purchasing your own wedding insurance.
- b. We ask for proof of all Public Liability Insurance for Caterers, musicians and venue stylists to the value of £1,000,000 no later than 2 weeks prior to the date of your wedding.

#### **7. Rules and Regulations**

The following is a list of rules and regulations to be upheld by the Client and guests, which includes all event planners, wedding coordinators, and vendors who are involved in the planning and execution of a special event or wedding on the premises of The Stables Wedding Farm.

- No foul or abusive language or obscene gestures
- No intoxication or other signs of impairment related to alcohol consumption
- Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.
- Physical violence of any kind will not be permitted
- No obscene or indecent clothing
- No use or possession of weapons of any kind
- The Stables Wedding Farm is a "smoke free" environment. Smoking, including e- cigarettes is not permitted in or near The Ménage, Marquee/Tipi, Bar Area, the Restrooms, Caterers Facilities or other structures. Smoking is permitted in designated areas only.



- No open flames are permitted in or near the Marquee area. This includes candles. Caterers should plan for cooking in specially designed self-contained kitchen. Fire extinguishers are provided in the venue area by The Stables Wedding Farm. All vendors and caterers are required to be knowledgeable in the use and location of fire extinguishers at our facility. The Stables Wedding Farm staff will identify locations and use of fire extinguishers.
- All events must end by no later than 12:00 AM (midnight). Live band music must end by 11:00PM

#### **8. Security**

The Stables Weddings Farm does not accept any responsibility for damage to or loss of any articles or property left at The Stables Wedding Farm prior to, during or after the event. The Client agrees to be responsible for any damage done to The Stables Weddings Farm by the Client, its guests, invitees, employees or other agents under the Client's control or direction. At all events, The Stables Weddings Farm will appoint a representative to be in charge of the event, open and close buildings, and be available during the event. A representative of The Stables Wedding Farm will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

#### **9. Alcoholic Beverages**

As the host of a private party, Client acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at The Stables Weddings Farm during the duration of the event described in this contract. Alcoholic beverages will be purchased and served through in accordance with the Licensing Act 2003. Alcoholic beverages cannot be self-served. The Stables Wedding Farm will exercise due care in serving alcoholic beverages and will refuse service to any person appearing to be under the age of 18 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. The Stables Wedding Farm may ask guests for identification to verify age and reserves the right to ask members of party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and is becoming a public nuisance. The Stables Wedding Farm must receive written agreement in advance to bring alcohol on site (corkage) and will be treated and handled in accordance to the Licensing Act 2003. Vendor staff may not consume alcoholic beverages while on the premises during an event.

#### **10. Catering**

Stables Wedding Farm reserves the right of final approval of all outside caterers and any other vendors selected for the event. If the Client selects a caterer that is new to our facility, that caterer must meet with our events manager to familiarize themselves with the facility's rules and to view the facility. All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least fourteen (14) days prior to the date of the event. All caterers must also have all necessary licenses and permits required by their local councils. If the caterer fails to meet any of the requirements stated above, Client will

be responsible for finding another caterer who can meet the above requirements before the event is to occur. Said caterer is to immediately provide the listed items above to The Stables Wedding Farm. If no caterer can be found that satisfies the above described requirements before the event is to take place, the Client will still be liable under this contract. The Stables Wedding Farm catering facilities is a production space and is to be used only for final food preparation, plating, and bussing. The Stables Weddings Farm does not provide dishes, glassware, pots, pans, knives utensils, etc. The catering room space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. The caterer is expected to sanitize all food preparation surfaces before they come into contact with food products. Proper hygiene is required at all times. All food must remain covered at all times prior to plating and bussing. A walk through of our catering area with a member of our staff is mandatory prior to your event and at the close of your event. All rubbish including sorted recyclables and properly sorted compostable must be collected and properly bagged. Failure to properly clean the catering area will result in additional costs and will be charged to the Client. In addition to the foregoing, the caterer is responsible for clean-up of the dining areas. Please allow sufficient time for clean-up of all designated areas at the conclusion of your event. Catering rubbish, especially food and drink debris may not be left out for clean-up the following morning. All event rubbish must be disposed of in designated areas at the conclusion of the event.

#### **11. Decorations**

The Stables Wedding Farm wants to make every event here a special experience. Therefore, every effort will be made to allow the Client to prepare and install decorations reflecting their creative requirements. We ask that only the staff of The Stables Wedding Farm and designated contacts of the Client rearrange and move any furnishings, including but not limited to artwork, lamps, tables and seating. Staples and other penetrating items may be used to secure decorations on our wood surfaces only with the express permission of The Stables Wedding Farm. No glitter or foil confetti is allowed on site as it is extremely difficult to clean up. Biodegradable confetti is allowed in designated locations. All decorations must be removed without causing damage to our facility. Battery operated tea lights are recommended in lieu of candles. No items may be hung from or attached to lighting fixtures or electrical outlets and switches. Ladders may be used for decorating by the Client. However, you may not stand on tables or chairs. The use of ladders is at your own risk. Any damages caused by securing decorations will be charged after your event. The Stables Wedding Farm reserves the right of final approval for all decorations brought into the facility. In particular, for safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, including sparklers, open flames, sharp objects, etc.). Rice, non-biodegradable confetti, glitter, pyrotechnics, and sparklers are not permitted inside or outside the facility.

#### **12. Music and Entertainment**

Please be aware that The Stables Wedding Farm is located near residential properties and therefore neighbourhood noise regulations do apply. If Client's event creates a disturbance due to high noise volume, The Stables Wedding Farm on site manager has full authority to ask the Client's DJ or live music provider to turn the entertainment volume down and/or off. If repeated disturbances occur, at The Stables Wedding Farm sole discretion, client may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of



expulsion, no portion of the event costs will be refunded to Client. Live band music must end by 11:00 PM and is allowed only inside the Marquee/Tipi. Additional music time to 12am may be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbours. DJs, bands and musicians that abuse our usage rules will not be allowed back. The Client is responsible for ensuring that music providers understand these conditions.

### **13. Children**

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult. The feature pond are strictly off limits to children. Bicycles, skateboards and rollerblades are not allowed.

### **14. Marquee Tent and Other Rentals**

Where the Client is not taking advantage of The Stables Wedding Farm, fully dressed Marquee package. The main event space will be made available for set up three days prior to the event. The use of the event space will terminate at 12 midnight, unless otherwise agreed. Other rentals are not included in the rental fee unless otherwise stipulated. The Client is encouraged to consider any other non-included rentals early in their planning so that adequate time is available to schedule necessary rentals.

### **15. Set Up and Breakdown**

If the client arranges for outside vendors to provide linens, decorations, or any other vendor supplied items, you must notify The Stables Wedding Farm prior to the event. A predetermined time will be allotted when The Stables Weddings Farm will open the facility for vendor deliveries. Every effort will be made to allow set up to occur the day(s) before your event and for breakdown to occur the (s) after your event. However, other functions at The Stables Wedding Farm may result in limited time slots available for set up and breakdown of your event. Decorations, linens, and other items provided by the client must be removed no later than the morning after the event, otherwise charges may apply for removal and storage of these items. The Stables Wedding Farm takes no responsibility for securing said items nor is The Stables Wedding Farm responsible for any damage or loss. The event venue will be in a clean condition prior to your event. You are required to return the space to the same clean condition in which it was found unless payment for clean-up will be made. The Stables Wedding Farm will check in, check out or signing for delivery or pick up of any items brought into or removed from the venue by rental companies hired by the Client on pre agreed dates and times with nominated persons. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by Client deliveries must be removed and disposed of by Client's rental companies. The Stables Wedding Farm rubbish receptacles are not to be used for vendor delivery debris. Extra charges may apply if the foregoing terms are not followed. Limited storage space is available on site. If there is a need to temporarily store vendor rental items, Client should consult with The Stables Wedding Farm prior to delivery.

#### **16. Clean-up**

The Stables Wedding Farm includes only nominal clean-up in its rental fees. The Stables Wedding Farm also includes in its rental fees the routine cleaning of our restroom. Extra cleaning resulting from misuse or abuse of any of our facilities is not included in our rental fees and will be billed to the Client. We ask and expect that our guests will treat our facilities just as they would their own home.

#### **17. Parking**

Our parking area accommodates approximately sixteen (16) cars. This ensures that only designated areas will be used and that damage to shrubbery and other plantings is avoided. Vendors and guests are encouraged to carpool whenever possible to minimize congestion in the parking areas and on our roadways. An alternative option would be to park and ride. We can arrange a dedicated car park in Delph village which can accommodate approx. 45 vehicles.

#### **18. Courtesy Protocol**

The Client understands and will inform their guests and vendors that The Stables Wedding Farm prohibits discrimination on the basis of race, colour, sex, age, handicap, familial partners, religion, and/or national origin. The Stables Wedding Farm reserves the right to request any person or group acting unruly and contrary to rental regulations to leave the premises immediately. Assistance from law enforcement agencies may be requested if this request is not met.

#### **19. Lost and Found**

The Stables Wedding Farm takes no responsibility for personal effects left on the premises before, during, or after the event. We do, however, maintain a lost and found and will hold recovered items for up to thirty (30) days. Every attempt will be made to return any recovered items to their rightful owners.

#### **20. Photography & Media**

It is important to us that you have an enjoyable and successful event. Should The Stables Wedding Farm be engaged in the promotion or co-production of your event, it is necessary that we see and approve all marketing messages and communications you plan to issue. The Stables Wedding Farm is our name – please do not shorten or abbreviate it. We are happy to provide professionally created images of our venue and our logo for promotional materials. The Client also has the right to take photographs and videos of the event. We at times use photography and videos for our own Social Media. If you do not wish for your wedding to be published online, during or after your event please let us know. We appreciate some weddings are 'digital free' and want to respect your wishes.

#### **21. Damage Incidents**

If, during your event, accidental damage does occur it should be reported immediately to The Stables Wedding Farm so arrangements can be made for quick clean-up and restitution. Damage to any room, space, furnishings, and/or equipment by the Client or its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc. to The Stables Wedding Farm property or equipment.



## **22. Unforeseen Events**

Client agrees that The Stables Wedding Farm and its officers shall not be liable for losses, damages (including lawyers fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United Kingdom Government or any other civil or military authority. Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the Client at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made to the Client no later than thirty (30) days after the date of the event. Last minute cancellations of outdoor site use due to inclement weather will not be considered for refunds. For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, lightning strikes, etc.

The Stables Wedding Farm reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

## **23. Client Specific Request.**

## **24. Entire Agreement**

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

## **25. Amendment**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



We have been given time to read and understand the above contract before signing.

**Couple 1**

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Couple 2**

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of Stables Wedding Farm**

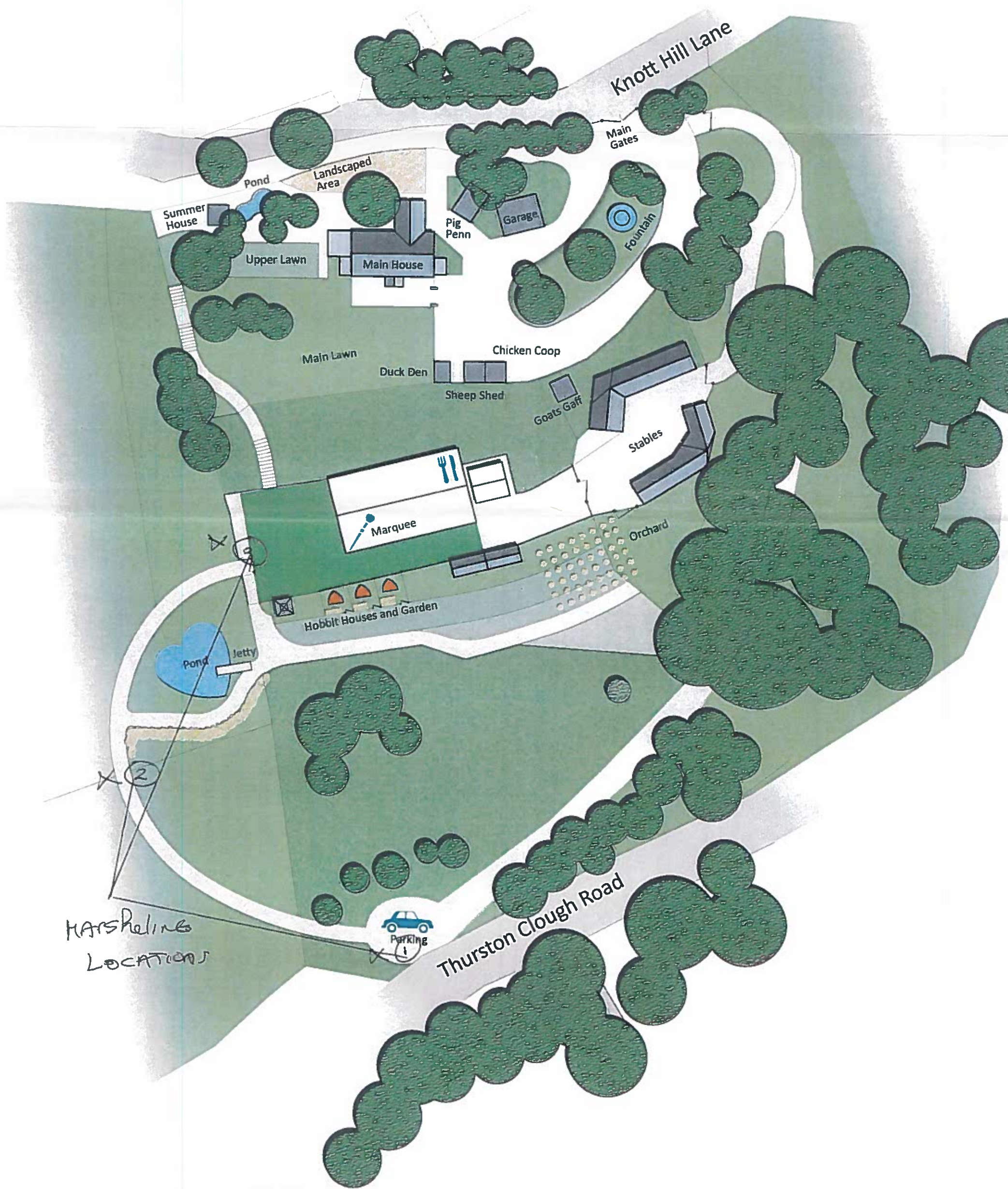
Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## Appendix 5







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