

04 May 2022 at 10.30 am

Council Chamber, Argyle Road, Sevenoaks

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Licensing Hearing

Supplementary Agenda

	Pages	Contact
3. LICENSING ACT 2003 NEW APPLICATION- 22/00428/LAPRE - Little Elses, Morelys Road, Weald, Sevenoaks TN14 6QX	(Pages 1 - 8)	Jessica Foley Tel: 01732227480

If you wish to obtain further factual information on any of the agenda items listed above, please contact the named officer prior to the day of the meeting.

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From: Jessica Foley
Sent: 20 April 2022 11:56
To: scott [REDACTED]
Subject: RE: Premises License Hearing - 22/00428/LAPRE

Good afternoon Laura,

I have answered each of your points below in blue.

I hope I have explained everything but if not, please reply and I will try to help further.

Kind regards,
Jessica

From: scott [REDACTED]
Sent: 19 April 2022 18:26
To: Jessica Foley <jessica.foley@sevenoaks.gov.uk>
Subject: Premises License Hearing - 22/00428/LAPRE

EXTERNAL EMAIL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jessica,

I have received an email stating our hearing is on 4th May for the Little Elses application. Having reviewed all of the comments, I have two points to note under Appendix G - Objections which I feel should be taken into account:

- Mr Giacomo Riefolo has submitted two comments. It hardly seems fair that what is essentially two 'votes' against the application is counted as such, and his most recent comment should be the only one included in the representations. This should be the same for Michael Richardson, who also submitted two representations.

These people have only been counted once as one representation each. They did send in two comments within the notice period so they have been added to the appendix together but only counted as one representation each.

- Robert Hughes's comment is not an objection. It is a comment neither 'for' nor 'against', and is in fact a reasonable suggestion only.

The comment says that they would like the licence to be only at weekends and no more than 10 events a year so this suggests that they are not happy with the application as it is. This is why I have included it. It is a weak representation but as it was received on the last day, there was not time for me to go back to the person and ask for a stronger representation relating to the licensing objectives so I have had to include it as it is.

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With these points in mind, and because the negative comments seem to hold more weight according to point 14 of the licence application report, we feel it's only fair to amend the amount of representations received as 13 objections and 14 in support.

Negative comments do not hold more weight. Each comment must be looked at or heard on its own. Comments that have been received from more than one person on the same representation have only been counted once.

I note that my lengthy email detailing all the positive comments we received on Facebook has been disregarded, which is a real shame as we have so much more support than we do against from the community. It is also a shame many of the people included in Appendix G haven't retracted any of their comments, as we have spoken to these people directly since applying and they have come to support us, upon understanding our plans.

Unfortunately comments on Facebook are not the same as representations made to the Licensing team. Any person wishing to make a representation, for or against the application would have needed to do so in writing to the Licensing Team. You could bring your information to the hearing and speak to the Chair and Democratic Services to ask if it can be distributed to all parties for information.

Everyone that made a representation was sent an acknowledgement that explained if they wished to withdraw their comments, they can do so but letting me know. Anyone that withdrew their representation was removed before the report was written. If anyone still wishes to withdraw their representation, they can still let me or Democratic Services know and we can inform the Licensing Sub Committee of which representations to disregard from the report.

We are also concerned about the amount of fictitious comments that have been included under the objections, for example Toni Hassan writes that last year's Rhythm In Oaks went on late into the night, which is absurd as the entire event finished at 9pm. Indeed we have noted a whole string of fictitious comments woven throughout Appendix G which we would be happy to highlight if necessary, as we feel all judgement should be made purely upon the truth and on those concerns which are understandable and reasonable.

You should bring notes to the hearing to assist you with answering any questions or commenting on any of the representations that you want to. At the hearing, all parties will be able to speak and put their views across.

On another note; we have a venue agreement that details the standards Scott and I require any events to meet when using our land. Is it too late in the day for this to be submitted in support of our application?

Again, I would suggest that you bring this to the hearing and perhaps get in touch with Democratic Services to see if you can submit it now as supplementary information to be distributed to all parties before the hearing or if you can share it at the hearing.

Many thanks,
Laura King

COMMENTS IN SUPPORT OF PREMISES LICENSE APPLICATION 22/00428 MADE ON FACEBOOK ON 17TH MARCH 2022

Ok sorry reading this from a younger generation and probably be shot in the foot for saying but if all they are saying was going to happen as long as there is space for parking it's brilliant there would be more life to the village for the younger generations and the events would certainly be family friendly. i myself have a young child and have looked into moving out of the villiage as there isn't much for it to offer without travelling far and wide what they have suggest about the outdoor events is brilliant and the current music event is very well priced not only will it bring more life to the village there is things for all ages I do worry about what she's going to do it's a great village with great people but at the moment definitely for the older generation

I think bringing people into weald is a good thing. The only concern I would have and I'm sure Scott has already solved this is parking. Bring life to weald bring foot fall make it somewhere great

It would be nice to have someone teens could go ?

This is definitely something I'd go to even as an 'oldie', it's nice to see the site being used for things like this which support local bands and pop up businesses! 🙌 well done [Scott King](#) it'd be a great addition to the village! 🎸🎵🎶

With the past 2 years being a shambles, how refreshing is it to see local young people trying to create safe entertainment locally!!
It saddens me that people can't support local and I hope this doesn't get rejected

If its well organised I think it sounds great, and looking forward to the event in May, haven't booked yet, but think I will now! We need some happiness in this terrible world and sounds like it's being well planned. And I'm an oldie and want to celebrate my 60th year locally

Festivals have a significant cultural importance, they represent a long journey within a particular culture, society and history. They're tribal. They're representative of what a certain way of life thinks, the way they express themselves, and offer a safe space for people to explore and welcome this part of their identity. We have had a pandemic, we have the fear of nuclear war and as a village we are ready to embrace Ukrainian refugees fleeing the horror of war. What better than to share with them our culture, our food, our passion and our love of the arts. Stop being such a misery guts and embrace what's on offer. If it fails to be the wonderful sounding festival it sounds like, then complain about it next year. Lets have some well deserved fun Weald!

Sounds fabulous can't wait! Where can I sign in support!

I think it's a great idea. There is never anything going on in Weald or even Sevenoaks. Why not make use of such an amazing outside space. Great for the kids and great for the adults too. I for one can not wait.
A group of us from the village attended Rhythm in Oaks last year and we had an amazing time. I'm not sure why so many are against other people coming to the village... it's good for our pub and also surrounding areas. Let's show some support Weald

In all seriousness, as a family living in Weald with young kids, we are looking forward to having things to attend on our doorstep over summer months and in future years. We have followed your page and we will look out for what's on offer as you progress. Wish you all the best. People just like to moan, I'm sure most residents realise this is a positive thing.

Be thankful that they actually do care about the village, and are working hard to improve offerings for the local area, there's plenty that would do it all just to line their pockets with no care who they upset

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Being a resident of Weald for nearly 20 years now I am really happy that [Scott](#) and [Laura](#) are opening up their land to share with the local community in this way. It's such a beautiful spot. I have my ticket for the acoustic set in the woods which sounds incredible and am a stall holder at [Hangout in the Weald](#) festival running art and crafts for kids. I went to last year's mini fest which was such fun and so beautifully organised. It's an exciting time for the whole community. Let's embrace it and support each other

I have my tickets too, can't wait . It's great to have some where local to go with family and friends. Thank you to Scott and Laura.

They are just a young couple trying to bring a community spirit. Rhythm in Oaks last year was an absolutely amazing family day. It's also supporting local musicians and local trades!

Little Elses – Venue Hire Agreement

Event Details

Event date(s): _____

Set-Up Start Time: _____

Event Start Time: _____

Event End Time: _____

Clean-Up End Time: _____

Event name: _____

Using field woodland both

Number of guests: _____

Renter/Client(s)/Company Name: _____

Address: _____

Postcode: _____

Primary Contact Name: _____

Company: _____

Phone: _____

Email Address: _____

Onsite Contact: Same As Above (If different, list below)

Onsite Contact Name: _____

Company/Organisation: _____

Primary Phone: _____

Email Address: _____

Little Elses strives to provide welcoming and affordable rental options for the local community and organisations. We reserve the right to exclude certain activities/events which may not be appropriate for the site.

Venue Hire Agreement

The following is a list of terms and conditions that are provided in the interests of both you THE CLIENT and LITTLE ELSESES. Please ensure that you have read and understood these terms before signing this agreement.

TERMS & CONDITIONS:

This agreement made on _____ between LITTLE ELSESES and THE CLIENT contains the entire understanding between the parties. There is no understanding between the parties verbal or otherwise than contained within this agreement. It supersedes all prior and simultaneous agreements

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between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived.

1. Non-refundable deposit

Upon THE CLIENT signing this document, THE CLIENT will pay a non-refundable deposit of £200 per event booking to reserve the premises on the above stated dates and times. This non-refundable deposit is to be paid at the time of signing this contract and is applied towards the payment owed under clause 2. LITTLE ELSESES reserves the right to refuse service or cancel the rental agreement at any time, in which case all deposit monies received will be refunded in full and all financial liability with respect to this agreement will be terminated.

2. Payment

THE CLIENT agrees to pay LITTLE ELSESES a total of _____ per one event including parking area. Payments should be made to Scott & Laura King. Cash, card or bank transfer are accepted. In the event of cancellation by THE CLIENT, no refunds of the deposit will be paid, as your agreement to rent the premises on this date may cause the loss of additional bookings or business.

3. Insurance

Public Liability insurance is required from THE CLIENT and a Certificate of Liability Insurance is due no later than 10 days prior to your event. The insurance must, at THE CLIENT'S sole expense, provide and maintain public liability and personal property damage insurance, also insuring appurtenances to the premises and footpaths. Any caterers and/or outside vendors, companies, and/or institutions contracted by you for the event must provide a copy of their certificate of insurance and catering license to LITTLE ELSESES and will be delivered at least ten (10) days prior to the event.

4. Liability

THE CLIENT agrees to indemnify, defend, and hold LITTLE ELSESES harmless and without liability for any accident or injury occurring at the LITTLE ELSESES premises while you are renting one or more of the facilities. You accept responsibility for anyone allowed in the premises and agree to hold LITTLE ELSESES harmless and without liability for any action taken by anyone on the premises during the rental period. In the event LITTLE ELSESES are required to file any action in court in order to enforce any provisions of this agreement, the renter agrees to pay LITTLE ELSESES all reasonable legal fees and court fees incurred by LITTLE ELSESES, including all collection expenses and interest due.

5. Site Preparation

LITTLE ELSESES will ensure site is prepared as agreed with THE CLIENT, based on event requirements. This is limited to mowing the meadow, ensuring there is no danger from dead trees to the public and/or event attendees and ensuring the parking area is well marked and set for use. Any trackway or other ground preparations required for any event in response to adverse weather or another reason must be carried out and provided by THE CLIENT on agreement with LITTLE ELSESES. Any damage incurred to the premises by THE CLIENT, or any suppliers contracted by THE CLIENT, will be passed on to THE CLIENT to put right at their own expense.

6. Site Facilities

The hire of LITTLE ELSESES is dry hire only. No water or electricity shall be provided unless otherwise agreed with LITTLE ELSESES.

An adequate parking area is made available to THE CLIENT by LITTLE ELSESES ahead of every event. This is required to be effectively managed by THE CLIENT during all hours of the event and by experienced staff members, to ensure the least amount of disruption to the surrounding area.

7. Conduct

LITTLE ELSESES **will not tolerate** drug use, underage drinking or any kind of physical violence while the site is in use by THE CLIENT. It is the responsibility of THE CLIENT to ensure this type of behaviour is well managed and a course of action set out in a management plan prior to any event. Conduct deemed disorderly by LITTLE ELSESES will be grounds for immediate expulsion of individuals from the premises and if necessary, conclusion of the hire period. In such cases no refund of the event costs shall be made, and THE CLIENT is responsible for the full cost of the event.

8. Live Music/DJs/Noise

Please be aware that LITTLE ELSESES premises is located near residential housing in a small rural village. Any noise as part of the event activities **must** be ceased at the stated end time on page 1 of this agreement.

All noise and potential noise nuisance must be considered and managed by THE CLIENT and a course of action set out in a management plan prior to any event. LITTLE ELSESES require professional sound team advice to be sought by THE CLIENT before any event may go ahead.

9. Set-up/Clean-up

Premises will be found by THE CLIENT in a clean condition ready for event set up. LITTLE ELSESES expects the premises to be left as found. THE CLIENT is expected to do a full clean-up of the premises before leaving, including all props, marquees, stands, rubbish and the like. A cost will be incurred by THE CLIENT if this is not carried out. There is to be **no glass containers of any kind** used during the event and only screw top bottles may be supplied, unless bar staff/ catering suppliers are removing the tops themselves and can ensure none will be left behind.

THE CLIENT may set-up the event from the time stated on page 1 of this agreement unless otherwise agreed with LITTLE ELSESES. THE CLIENT must leave the premises by the clean-up time stated on page 1 of this agreement, unless otherwise agreed with LITTLE ELSESES.

10. Lost and Found

LITTLE ELSESES takes no responsibility for any personal effects and/or possessions left on the premises during or after any event.

11. Management Plan

LITTLE ELSESES requires a copy of THE CLIENT'S event management plan no less than 1 month before the event start date stated on page 1 of this agreement, so that any potential issues or outstanding points may be addressed in a prompt manner.

12. Promotions

It is important to LITTLE ELSESES that you have a fantastic and successful event. Should LITTLE ELSESES be involved in the promotion or co-promotion of your event, it is important that we see and approve all marketing messages and communications before they are published.

LITTLE ELSESES gives permission for photos and videos taken on site to be published for use on social media, websites and the like.

Signed on:
Date _____

THE CLIENT

LITTLE ELSESES

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