

NEWARK & SHERWOOD DISTRICT COUNCIL  
LICENSING SUB-COMMITTEE

RECORD OF HEARING HELD ON  
MONDAY, 23 DECEMBER 2024  
10:00 HOURS

MEETING HELD AT  
CASTLE HOUSE, GREAT NORTH ROAD, NEWARK NG24 1BY

HEARING TO CONSIDER AN APPLICATION FOR THE REVIEW OF A  
PREMISE LICENCE

THE ROARING MEG  
BARNBY GATE  
NEWARK

SUB-COMMITTEE: Councillor L Brazier (Chair)  
(the Panel) Councillor M. Spoons  
Councillor T. Wildgust  
Councillor S Michael (Reserve)

ALSO IN ATTENDANCE: Phil Jennings (Legal Advisor to the Panel– NSDC)  
Narelle Plowright (Senior Licensing Officer – NSDC)

**Applicant**

Catrin Styles (Environmental Health Officer - NSDC)

**Premise Licence Holder Representatives:**

Michael Dotchon (Legal Consultant – SLS Property Services)

Paul Mahon (Operations Manager – Pack Capital Ltd.)

**Observer**

Steve Carr (Licensing Officer – Nottinghamshire Police)

**Presentation by the Senior Licensing Officer**

The Senior Licensing Officer presented to the Panel details of the application to review the premise licence made by Catrin Styles, Environmental Health Officer. The report before the Panel presented Members with a summary of the application together with a copy of the application with supporting documentation, a plan of the premise and a map showing the site in context of its surrounding. Details of the current licence were also appended and a copy of a letter of support submitted by Newark Town Council.

**Applicant's Case**

Catrin Styles advised the Panel that she had visited the premises on 9 October 2024 following receipt of information that there had been a leak at the premise which had led to significant water ingress and, on inspection, the premises were also found to have significant electrical defects. Ms Styles advised that she had attempted to ascertain who was responsible for the maintenance of the premise but all correspondence to the leaseholder, Joe Delaney, had been met with no response. She had informed the

Premise Licence holder, Cycle PS Ltd. of the issues who had replied to say that all responsibility for such issue laid with the leaseholder. Mr. Delaney eventually relinquished his leasehold, the DPS had left and the premise had remained closed.

Ms Styles advised that she had not reinspected the premise but had seen an invoice for £10k and a EICR Certificate which indicated that the electrical works had been carried out to a satisfactory standard. She had not received any documentation in relation to repairs to the roof and aforementioned leaks so was unable to confirm whether these had been carried out.

In closing her statement, Ms Styles stated that concerns remained as to the future maintenance of the premise, noting that the Premise Licence holder, Cycle PS Ltd. were very 'hands off' in relation to building maintenance.

### Questions to Applicant

Michael Dotchon asked Ms Styles whether she had sought legal advice in relation to the contents of a commercial lease in respect of a licensed premise. Ms Styles confirmed she had not. In relation to the reference about the 'quiet enjoyment of the premise' Mr. Dotchon stated that this was a standard clause in all leases and no bearing on the four licensing objectives. He queried as to Ms Styles experience in relation to the leasing of commercial premises. In response Ms Styles stated that Cycle PS Ltd. had contracted out the maintenance of the premise as a clause in Mr. Delaney's lease but that he had failed to comply with them. In response, Mr. Dotchon stated that this was Mr. Delaney's management failure and not the lease agreement.

Mr. Dotchon asked Ms Styles whether she would accept proof/evidence that the works had been carried out and what degree of management for the premises would be acceptable going forward. In response, Ms Styles stated that she would accept suitable proof and that, going forward, she would wish to see a condition in a future lease that building maintenance checks would be carried out by the Premise Licence holder. Mr. Dotchon and Ms Styles discussed the draft lease and obligations on the leaseholder to comply with the maintenance of the premise. Ms Styles agreed that the wording in the suggested draft lease was much better than the previous lease, adding that it would be strengthened further if there was a requirement that the tenant was also the DPS.

Councillor Wildgust queried whether the premise had been reinspected following receipt of the invoice for works carried out and the EICR Certificate. Ms Styles advised that she had not revisited the premise as inspections were only generally carried out on premise which were open and operating. She reiterated that she had not seen evidence of works carried out to the roof and leaks or the smoking shelter. In response to whether the Council used qualified electricians to assist with inspections, Ms Styles advised that sight of an electrical certificate would be accepted together with a visual check.

Councillor Spoor queried whether any follow-up inspections would be carried out if the electrical certificate raised any concerns. Ms Styles advised that if Category 2 or 3 issues were raised, then re-inspections would be undertaken.

### **Premise Licence Holder Representatives Case**

Mr. Paul Mahon, Operations Manager advised the Panel of his previous working

experience in the field of licensed premises and that he had been approached by a subsidiary of Cycle PS Ltd. to oversee the repairs to the Roaring Meg. He confirmed that all the necessary electrical works had been carried out, the repairs to the roof had been undertaken and works to the gas supply at the premise were due to be carried out in January 2025. He added that he had been approached by the company to fulfil the role of Operations Director.

### Questions to Premise Licence Holder Representatives

In response to what his view was on the suggested new leasehold agreement, Mr. Mahon advised that the new tenant would also be the DPS and noted that it was unusual for this not to be the case. He also noted that it was possible for the premise to have more than one DPS. He advised that the new DPS was highly experienced.

In response to whether his new role was permanent employment or a contract, he advised that it was for a 2-year period and that the number of premises under his remit would be the smallest number he had ever overseen.

Ms Styles queried how the checks would be undertaken to ascertain that tenants were complying with the leasehold/repairs/maintenance. Mr. Mahon advised that this would be done visually and would cover many aspects, including fire safety; how members of staff worked. The check would also dovetail with a rent review. Checks would be carried out as and when needed. If the premise had a new tenant the first check would be done approximately 3 months after the commencement date. Any premise raising concerns would be subject to 4 checks per year. A traffic light system would be used. Mr. Mahon advised that inspections would be carried on all premises when his role commenced. All details would be logged on a spreadsheet for each individual premise. In his role, he would also offer support to tenants. Should the tenant found to not be complying with their leasehold conditions, they would receive additional visits and continued failure to comply would ultimately result in their removal from the premise.

In referring to Point No. 35 – Liability within the proposed draft Leasehold Agreement, Councillor Spoor queried how the inspections referred to by Mr. Mahon related to that. Mr. Dotchon advised that it was a standard liability clause. Mr. Mahon added that the leasehold agreement was a full repairing lease and the landlord could not be held responsible for something they were unaware of.

Councillor Wildgust commented that the need for the hearing had been largely due to the poor management of the premises by Mr. Delaney. He referred to the photographs supplied by the Premise Licence holder and expressed concern that they did not have confidence that the electrical works had been undertaken. Mr. Mahon advised that the photograph had been taken when the works were partially complete. These had now been fully completed. He added that all emergency lighting had been replaced and that cabling in the smoking area had been or was due to be, rectified.

In referring to Point No. 22.3 – Tenant's Covenants for Repair (safety checks of all gas and electrical equipment) of the proposed draft Leasehold Agreement, Councillor Wildgust queried whether this would be subject to inspection. Mr. Mahon assured the Panel that the checks would be carried out, that any new tenant would be subject to inspection and that this would include fire safety and food handling.

Phil Jennings, the Panel's Legal Advisor, queried whether a report would be prepared following each inspection. Mr. Mahon confirmed that a Tenant Meeting Report would be created for the premise and the business and that this, together with the accompanying spreadsheet, could be made available to the licensing authority.

### **Summing Up**

Mr. Dotchon referred the Panel to pages 3 and 4 of his client's final submissions, adding that all matters giving rise for concern had been resolved.

Ms Styles acknowledged that Cycle PS Ltd. had rectified the issues with electrics etc., referring to the invoice in the sum of £10k. However, her concerns remained that there was a gap in the management responsibility for the premise. Should Mr. Mahon leave his new role as Operations Director, the situation in relation to the inspections carried out at premises could change.

The Chair of the Panel thanked everyone for their attendance and advised that the decision of the Panel would be made in writing.

### **Decision**

Following consideration of all evidence supplied, verbally and written, the Panel:

AGREED (unanimously) as follows:

It was considered necessary to modify the conditions of the premises licence for the Premises to promote the licensing objective of public safety at the Premises. It would be a condition of Premises Licence no. 002579 at Annex 3 of the licence from 23 of December 2024 that:

*"The Premises Licence Holder shall provide to the Licensing Authority and the Local Authority as the responsible Authority for Environmental Health a copy of any Tenant Meeting Report or other premises audit produced following a visit to the Premises by a representative or employee of the Premises Licence Holder for the purposes of management of the Premises. Such Tenant Meeting Report or premises audit to be sent to the Licensing Authority and Local Authority by 23 December 2025 and no later than the anniversary of this date thereafter.*

*All Tenant Meeting Reports or premises audit documentation is to be retained at the Premises and made available for inspection on request by the Licensing Authority or the Local Authority."*