

**From:** The Licensing Guys [ Licensing ] <licensing@thelicensingguys.com>  
**Sent:** 02 June 2022 11:14  
**To:** Licensing  
**Cc:** Peter Lawson; theshiregrill@outlook.com  
**Subject:** FW: Shire Grill EHO Conditions  
**Attachments:** Environmental Health Representation Variation to Premises Licence The Shire Grill.pdf; 63-22 Shire Grill, LEAMINGTON - NOISE MANAGEMENT PLAN 2022 v2.docx

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Dear Licensing,

We have recently received this document with regard to our current application for a Variation to the Premises Licence of the Shire Grill.

Having read its content, we are pleased to accept the proposed Conditions of Mr LAWTON, thus dealing with the contents of the EH Representation in its entirety.

Consequently we believe that the EH Representation can be withdrawn, and would be grateful if you could confirm this to be the case.

Please also find attached the Noise Management Plan that we composed as a result of the advice and guidance provided by Mr LAWTON at the time of his site visit.

If it can be added to the case papers, we would be obliged.

Kind Regards

Nick SEMPER

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**LICENSING**  
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## **SHIRE GRILL NOISE MANAGEMENT PLAN**

### **Introduction:**

As professional operators we acknowledge that we have a primary responsibility to ensure that our premises do not generate excessive noise disturbance. The purpose of this Noise Management Plan is to detail the procedures we adopt to ensure, as far as possible, the minimisation of disturbance to local residents by activities in and around the Shire Grill, LEAMINGTON SPA.

Our aim is to adopt the best practicable options to ensure that the conditions of the Licensing Act 2003 are met. This plan has been developed to prevent public nuisance and meet the licensing objectives under the Licensing Act 2003. The plan has been designed to minimise any adverse impact on the neighbourhood and natural environment.

With the Noise Management Plan, we have the following in place:

- Robust procedures re noise management at the Shire Grill.
- An ongoing and proactive monitoring process.
- A detailed list of steps taken to manage the risks of noise pollution.
- A detailed complaints investigation system.
- A phone number available to members of the public to contact the venue direct if there are any complaints.

## **Overview**

Shire Grill is located on Chesterton Drive, Sydenham, LEAMINGTON SPA CV31 1YJ.

The Shire Grill is an Indian Restaurant sited within a purpose-built former public house which sits within its own grounds. These consist of paved patio areas on three sides including a play area to the South aspect, which are further bound by extensive carparking provision. Beyond that is an expanse of grass and trees on all sides, and the grounds are enclosed by a 150 metre security fence that meets the public footpath and highway to the North and East. To the West, the premises is adjacent to Sydenham Social Club. To the South are the rear gardens of dwellings – some 40 metres from the premises. In the past, a speaker system was employed to provide recorded music to the patio areas, but this equipment no longer in use.

A marquee has recently been added to the business, on a paved patio area to the South of the building, between the building line and play area. Although a temporary structure, per se, the intention of the premises licence holder is to incorporate it permanently within their business offer. It is constructed of quality materials.

Within the marquee the Premises Licence Holder wishes to cater for small family celebrations and parties with a capacity of no more than 70 customers. The intention is to provide occasional live and recorded music on a temporary basis, utilising modest arrangements of portable equipment. The marquee is not fitted with a permanent PA system. This would be within the provisions of the Live Music Act(s) i.e., never for over 500 people and between the time parameters of 08:00 to 23:00hrs.

The scale of the marquee makes large musical or entertainment events impossible, due to the size of the marquee, coupled with the fact that this structure would also have to accommodate seating and tables for the guests using the marquee.

The applicant is aware that there is some nervousness amongst local residents that the provision of live and recorded music and therefore has devised this Noise Management Plan in order to manage any such potential issues around noise or vibration break out from the marquee.

## **Noise Management Responsibilities**

Ultimate responsibility for Noise Management at the Shire Grill vests in the Premises Licence Holder, which is Bass Partners Limited. Day to day management of the premises lies with Shamsheer SAHOTA and Sukhraj HEER, both being experienced restaurateurs, and therefore 'ownership of any problem lies' with them.

In terms of the Licensing Act 2003 and the legal responsibilities regarding the Prevention of Public Nuisance Licensing Objective, the Designated Premises Supervisor charged with the day-to-day management of the licensing operation of the premises is also Shamsheer SAHOTA. He is more than competent and conversant with his role and responsibilities as DPS under the LA'03.

## Event Noise Sources

We will adopt a series of controls that obviate the risk of Noise Nuisance during the entire event process i.e. from point of Booking to point of Dispersal.

The identification of the range of potential noise sources relating to the premises:

Hazard	Risk	Controls
Excess noise from Live or Recorded Music	Disturbance to nearby Noise Sensitive Receptors	<p><b>BOOKINGS – ONLINE</b></p> <p>The company website will set out clearly that</p> <ul style="list-style-type: none"> <li>• The use of the marquee is unsuitable for loud live or recorded music events, and</li> <li>• it is limited to a terminal hour of 23:00hrs for live and recorded music, and</li> <li>• Use of the marquee for same with be at the discretion of the premises licence holder, and</li> <li>• Ultimate responsibility, control, levels and content of any live &amp; recorded music provided in the marquee remains with the premises licence holder, and</li> <li>• Use of the marquee for live and recorded music will be subject to pre-agreed terms and conditions set by the premises licence holder.</li> </ul> <p><b>BOOKINGS – IN PERSON</b></p> <p>Any staff member of the Shire Grill taking a booking for the marquee will set out clearly that</p> <ul style="list-style-type: none"> <li>• The use of the marquee is unsuitable for loud live or recorded music events, and</li> <li>• it is limited to a terminal hour of 23:00hrs for live and recorded music, and</li> <li>• Use of the marquee for same with be at the discretion of the premises licence holder, and</li> <li>• Ultimate responsibility, control, levels and content of any live &amp; recorded music provided in the</li> </ul>

		<p>marquee remains with the premises licence holder, and</p> <ul style="list-style-type: none"> <li>• Use of the marquee for live and recorded music will be subject to pre-agreed terms and conditions set by the premises licence holder.</li> </ul> <p><b>PRE-BRIEFINGS</b></p> <p>Prior to any event taking place, the organiser and any entertainer involved in the provision of live or recorded music will be reminded that:</p> <ul style="list-style-type: none"> <li>• The use of the marquee is unsuitable for loud live or recorded music events, and</li> <li>• it is limited to a terminal hour of 23:00hrs for live and recorded music, and</li> <li>• Use of the marquee for same will be at the discretion of the premises licence holder, and</li> <li>• Ultimate responsibility, control, levels and content of any live &amp; recorded music provided in the marquee remains with the premises licence holder, and</li> <li>• Use of the marquee for live and recorded music is subject to pre-agreed terms and conditions set by the premises licence holder.</li> </ul> <p><b>TERMS and CONDITIONS</b></p> <p>A document containing the terms and conditions of the use of the marquee for any live and recorded music entertainment will be provided to the hirer, organiser or principal user of the marquee for such purposes.</p> <p>This document will set out clearly any terms and conditions of use, and the consequences of any breach of same. Signature will be required upon receipt.</p>
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		<p><b>NOISE CONTROLS</b></p> <p>Prior to the commencement of any live or recorded music entertainment, any performer or providers of same will be required to set up and demonstrate the use of their equipment in order that the Premises Licence Holder or their representative can ascertain the likelihood of noise break out that might prove intrusive to noise sensitive premises at the boundary or perimeter of the curtilages of the premises.</p> <p>During this sound check process, the Premises Licence Holder or their representative will ascertain the likelihood of such noise break out by physically attending such boundaries to experience such sound, noise and vibration. That person will thereafter direct the performer or provider:</p> <ul style="list-style-type: none"> <li>• The maximum level of volume to be employed during any performance, and</li> <li>• Direct that the maximum level of volume is not to be exceeded in any circumstances.</li> </ul> <p><b>MONITORING</b></p> <p><b>Proactive Monitoring by ALL Staff</b></p> <p>We will adopt an ethos that Noise Management is the responsibility of EVERY member of our staff i.e.,</p> <ul style="list-style-type: none"> <li>• Ultimate responsibility will always vest in the Premises Licence Holder and DPS, but</li> <li>• All staff will be trained, reminded and encouraged to be alert, report and address – immediately – any issue that might be the cause of Noise Nuisance emanating from the Shire Grill.</li> </ul>
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		<p><b>Environmental Monitoring</b></p> <ul style="list-style-type: none"> <li>• Noise checks will be undertaken outside the premises, particular at the boundary with any noise-sensitive and neighbouring properties. The test will be whether the noise emanating from the premises with normal conversation in the adjacent gardens and building.</li> <li>• Records of such checks shall be recorded in a Noise Management Log which will be retained for a period of a rolling six months, alongside this NMP for future reference.</li> <li>• Such records shall be made available to any Environmental Health Officer of Warwick District Council upon request.</li> </ul> <p><b>DIRECTION AND CONTROL</b></p> <p>In the event that, in the opinion of the Premises Licence Holder or Representative, Noise Nuisance is likely to be caused by the provider of Live &amp; Recorded Music, then the Premises Licence Holder or his representative will:</p> <ul style="list-style-type: none"> <li>• Direct the provider to adjust down any regulated entertainment to a such a degree that the likelihood of Noise Nuisance is eliminated immediately, and/or</li> <li>• In the event that there is any failure for any reason to make such correction, then the provision of all Live &amp; Recorded Music shall cease immediately forthwith.</li> <li>• Under no circumstances will any 'second or third chances' be provided to any entertainer to remedy possible Noise Nuisance issues. Immediate and complete compliance with any direction from the Premises Licence Holder or his representative is required.</li> </ul>
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Noise from Customers Smoking outside Premises.	Disturbance to nearby Noise Sensitive Receptors	<p><b>Benches Outside</b></p> <ul style="list-style-type: none"> <li>• Put beyond customers' use after 23:20hrs.</li> </ul> <p><b>Designated Smoking Area</b></p> <ul style="list-style-type: none"> <li>• To be proactively monitored by staff members, whose role inter alia is to advise customers not to be noisy.</li> </ul>
Noise from Customers Leaving Premises	Disturbance to nearby Noise Sensitive Receptors	<p><b>Dispersal Policy</b></p> <ul style="list-style-type: none"> <li>• At and after closing, staff are to make sure dispersal takes place in a quiet, orderly and proper manner.</li> <li>• Any member of the public who requires a taxi may obtain via the staff.</li> </ul>
Bottling Up/Out and Refuse Collection	Disturbance to nearby Noise Sensitive Receptors only during NTE.	<p><b>Refuse</b></p> <ul style="list-style-type: none"> <li>• No refuse of any sort will be put out between 22:00 and 07:00hrs nightly.</li> </ul>



## **Noise Monitoring Procedure**

Details of the noise monitoring procedure to assess noise levels throughout the event, including sound tests.

### **o Detail noise monitoring equipment specifications.**

Currently the premises has acquired our own handheld Noise Monitoring Equipment.

Although we are advised by EH Dept that this equipment is not officially calibrated and regularly re-tested so as to be of 'evidential quality and value', it certainly is indicative and is therefore put to regular use. In the event that we witness excessive noise from ours or any other source, we record this evidence by means of a video recorded on smartphone showing the noise readings, and then emailing this video evidence contemporaneously into the business email address.

### **o Identification of environmental noise self-monitoring locations used to monitor environmental noise impact on the area.**

The locations self-selected for self-monitoring are...

- (i) outside the marquee itself
- (ii) at or near the perimeter fence line to the South of the premises.

### **o Detail lines of communication and follow-up actions.**

In the event that we are found to be generating excessive noise, the source of that noise within our premises will be adjusted down and/or terminated with immediate effect, by order of the Management. Any member of staff found to be responsible, directly or indirectly, by act or omission to act, will be subject of normal managerial corrective action.

### **o Documentation to be kept and made available to Local Authority staff on request.**

Our Noise Management records will be retained for six months and made available to EH Department on reasonable request.

## **Noise Complaints Procedure**

Details of the Noise Complaints Procedure:

o **Direct telephone number for complaints:**

The dedicated telephone line is 01926 257900 and is active 24/7.

o **Actions required to investigate noise complaint.**

1. Upon receipt of any noise complaint, the details shall be noted by the call taker in the Incident Register, and brought to the attention of the DPS or Duty Manager immediately.

2. The first receiver of the complaint will record full details of the complainant (where given) along with the time, day, date and precise nature of the noise complained about. This will include any third part complaints passed on from EH Dept.

*NB Even if UNPROVEN, these details WILL be recorded and entered in the register.*

o **Record of complaints and actions taken; including corrective action and follow-up assessment.**

- The DPS will then make an initial investigation of the complaint immediately, or as soon as reasonably practicable thereafter.
- Where possible the DPS will secure the cooperation of the complainant to attend the location of the noise complained of in person in order to ascertain its precise nature and source.
- Where noise nuisance is established and the cause of it is self-evident, the DPS or his nominated representative will take whatever corrective action is reasonable and necessary to remove the source of the noise complaint.
- The investigative measures taken, and the outcome of the initial investigation, will be recorded in the same Incident Register maintained by the premises.
- The complainant will be updated of the enquiry on a weekly basis until the investigation is completed, whereupon the outcome will be explained to the complainant in writing.
- A copy of the incident report, investigation and outcome document will be sent to the EH Dept as per the paragraph below.

o **Documentation to be kept and made available to Local Authority staff on request.**

Any noise complaints recorded within the Incident Register shall be shared with the EH Dept as soon as reasonably practicable and in any event within 72 hours of first contact with the complainant.

Copies of all paperwork will be scanned and retained by the DPS for three calendar years from the date of initial report.