

EAST LOTHIAN

Meeting 24 November 2016 at 10:00am in Council Chambers, Town House, 56 High Street, Haddington, East Lothian

Licensing (Scotland) Act 2005

New Grant(s)	Premises	Applicant	Date Received	Comments
4	MACMERRY BOWLING CLUB WESTBANK ROAD MACMERRY EAST LOTHIAN EH33 1PL	MACMERRY BOWLING CLUB	9 August 2016	
5	MACMERRY BOWLING CLUB (PAVILION) WESTBANK ROAD MACMERRY EAST LOTHIAN EH33 1PL	MACMERRY MINERS WELFARE SOCIETY & SOCIAL CLUB	5 August 2016	

EAST LoTHIAN COUNCIL

LICENSING ADMINISTRATION AND DEMOCRATIC SERVICES

From: R. Fruzynski
Licensing Standards Officer

To: K. MacNeill
Clerk to the Licensing Board

Date: 30 August 2016

Subject: LICENSING SCOTLAND ACT 2005
PREMISES LICENCE APPLICATION - AUGUST 2016

Macmerry Bowling Club, Westbank Road, Macmerry East Lothian EH33 1PL

I refer to the above subject and can confirm that the undernoted premises licence application, submitted by Macmerry Bowling Club, has been assessed and I am satisfied that the Operating and Layout Plans are in accordance with the Licensing (Scotland) Act 2005. In addition to the application, the club constitution, equalities policy and overprovision statement are in order.

Additional information to assist Board members:

The Board should be aware that Macmerry Miners Welfare and Social Club have now also applied for a Premises Licence for the same premises. The circumstances surrounding this situation are briefly as follows:

- East Lothian Council own the pavilion and property.
- Some thirty years ago the Bowling Club obtained a lease of the premises, but I believe there were some concerns as to whether the bowlers could maintain the lease and it was subsequently transferred to Macmerry Miners Welfare Club, and the bowlers became a sub section of the club and used the unlicensed pavilion as their bowling club.
- On 24th November 2011 the bowlers applied for and were granted a Premises Licence in respect of the pavilion. This alleviated the need for applications for Occasional Licences to cover bowling competitions, matches etc.
- In October 2013, the bowlers broke away from the Miners Welfare Club and this led to considerable discontent between both parties and the bowlers were locked out and could not use the pavilion for bowling purposes or use the bar licence they held.
- In 2014, Councillors Gillies and Innes, along with council officials negotiated a resolution of the situation whereby the Miners Welfare Club relinquished the lease of the pavilion and the bowlers surrendered the premises licence for the property. The agreement reached was that the bowlers would be given a licence to occupy the pavilion

for the purposes of bowling activities and the Miners Welfare was offered the opportunity of accepting a licence to occupy the pavilion bar subject to applying for a Premises Licence and opening the bar at times and on dates required by the bowlers to provide refreshments for bowling events.

- The stated agreement was accepted by both the bowlers and Miners Welfare.
- On compliance with the terms of the agreement, the bowlers were given a two year occupancy licence of the pavilion, from April 2014 to 2016. In April this year, this licence was renewed for a further two years.
- The Miners Welfare who were required, under their terms of agreement, to apply for a Premises Licence did not do so until August 2016 and have not therefore been granted a licence to occupy the pavilion bar. They have however applied for Occasional Licences, but the bowlers have not been happy with the arrangements indicating that there have been a number of periods they asked for a bar but it was not provided or the required times of the bar opening was not met.
- The discontent between the two clubs continues to rumble on and from a potential licensed premises point of view this does not bode well in relation to the licensing objectives.

Bowling encompasses a wide range of community, licensed, recreational, social and sporting activities. In East Lothian there are only five clubs that do not hold a Premises Licence. Of these, three small clubs apply for a limited number of Occasional Licences per annum to permit the sale and supply of alcoholic refreshments to members and visitors for league matches and open competitions.

R. Fruzynski
Licensing Standards Officer

Date 16th August 2016



**POLICE
SCOTLAND**

Keeping people safe

Philip Gormley QPM
Chief Constable

Your Ref: EL0340

Our Ref: J/LIC/3705/HB

The Clerk of the Licensing
Board
East Lothian Council
John Muir House
Haddington
East Lothian
EH41 3HA

Local Area Commander
The Lothians and Scottish Borders Division
Haddington Police Station
39-41 Court Street
Haddington
EH41 3AE

Dear Madam,

**LICENSING (SCOTLAND) ACT 2005 - APPLICATION FOR THE GRANT OF A
PREMISES LICENCE
MACMERRY BOWLING CLUB, WEST BANK ROAD, MACMERRY
COMMITTEE OF MACMERRY BOWLING CLUB**

I refer to the above application and in terms of Section 21(4)(a)(i) and (ii) of the Licensing (Scotland) Act 2005, I have to advise you that neither the applicant nor any connected person has been convicted of any relevant offence.

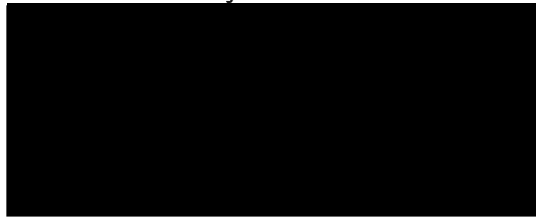
I am unable to confirm the existence of any foreign offence in respect of the applicant or any connected person.

In terms of Section 22 (1) (b) of the Licensing (Scotland) Act 2005, it is pertinent to point out that this application is out with Board Policy with regards to the overprovision statement and as such the applicant will be expected to demonstrate that the grant of this licence would outweigh the presumption against grant in terms of the overprovision statement.

It is also noted that the applicant is requesting outdoor drinking facilities and its is requested that, should the application be granted, a terminal hour of 10pm be placed on outdoor drinking due to the close proximity of residential properties.

Submitted for your consideration.

Yours faithfully



Philip Gormley QPM
Chief Constable

For enquiries please contact the Licensing Department on 01620 826 147

Winter, Maree

From: [REDACTED]
Sent: 23 August 2016 12:06
To: Winter, Maree
Subject: RE: Premise licence application - updated version

Maree,

Having been involved in some of the conversations regarding the leasing arrangements for the bowling club i would make the following comments:-

1. Has the lease been fully transferred to the bowling club from the miners welfare club?
2. If not there is a potential for 2 licence applications to be received for the bowling club premises – which would be the most valid to approve?
3. The timings for the sale of alcohol on the application form start and finish have been recorded as 11.00 – i am assuming that this is intended to be 11.00hrs (am) and 23.00hrs (pm) although this is not clear
4. Question 5 of the application – intended use in addition to bowling activities for wedding and funerals and birthdays etc would appear to be in contravention of the permitted use in the lease - items 1.1 and 5.1 apply

Regards,

Bill laird

From: Winter, Maree
Sent: 12 August 2016 10:34
To: LothianScotBordersLicensingEastMid@Scotland.pnn.police.uk; Fruzynski, Rudi; Environmental Health/Trading Standards; Environment Reception; Devine, Brian; Grant, Shona; Oldcorn, Elizabeth; Jim.Sherval@nhslothian.scot.nhs.uk; Laird, William
Subject: Premise licence application - updated version
Importance: High

Hi

Please find attached application from Macmerry Bowlers for Macmerry Bowling Club with amendments as follows.

Sunday Morning – On & Off Sale 11am commencement.
Yes to recorded music core hours and outside core hours.
Yes to live performances within core hours.
Yes to dance facilities within core hours.

Background music may be played outwith core hours. Indoor/outdoor sports may be played prior to core hours.

Fundraising activities for club funds or and/or community events.

Capacity of premises – 60 persons inside
60 persons outside.

Regards
Maree

Maree Winter
Licensing Officer

Winter, Maree

From: David Dickson [REDACTED]
Sent: 23 August 2016 16:48
To: Winter, Maree
Subject: Re: Macmerry Bowling Club application

Hello Maree

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Winter, Maree" <mwinter@eastlothian.gov.uk>
Date: 23/08/2016 12:12 (GMT+00:00)
To: [REDACTED]
Subject: Macmerry Bowling Club application

HI, MAREE Core times are Monday to Thursday 11.00 am.to 11.00pm

Friday to Saturday 11.00am /12.00

Sunday 11.00am /11.00pm

off sales start time the same finish @10.00

Kind Regards Dave Dickson Macmerry Bowling Club

00.9

I refer to your application for the above premise licence. Could you please confirm your core hours – you have 11.00 to 11.00 and off sales you have 11.00 to 10.00. Could you please clarify these hours by am/pm or by 24 hour clock.

Regards

Maree.

Maree Winter

Licensing Officer

Democratic & Licensing Services

East Lothian Council

John Muir House

Haddington

EH41 3HA

mwinter@eastlothian.gov.uk

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fostering@eastlothian.gov.uk

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Winter, Maree

From: Winter, Maree
Sent: 17 August 2016 08:51
To: 'LothianScotBordersLicensingEastMid@Scotland.pnn.police.uk'; Fruzynski, Rudi
Subject: FW: LIC06 PREMISES - NO CONVICTIONS2 (BOWLERS)

Tracking:	Recipient	Delivery
	'LothianScotBordersLicensingEastMid@Scotland.pnn.p	
	Fruzynski, Rudi	Delivered: 17/08/2016 08:51

Hi

Please find for your info.

Regards
Maree.

Maree Winter
Licensing Officer
Democratic & Licensing Services
East Lothian Council
John Muir House
Haddington
EH41 3HA

mwinter@eastlothian.gov.uk

From: [REDACTED] [mailto:\[REDACTED\]](mailto:[REDACTED])
Sent: 17 August 2016 08:49
To: Winter, Maree
Subject: Re: LIC06 PREMISES - NO CONVICTIONS2 (BOWLERS)

Hi Marie yes outdoor drinking terminates @ 10.00pm Regards Dave Dickson

--

Sent from myMail app for Android

Wednesday, 17 August 2016, 08:41a.m. +01:00 from Winter, Maree mwinter@eastlothian.gov.uk:

Hi

Please find representation from Police Scotland. Do you agree to outdoor drinking facilities if granted terminating at 10pm.

Regards

Maree.

Maree Winter

Licensing Officer

Democratic & Licensing services

East Lothian Council

John Muir House

Haddington

01620 827867

mwinter@eastlothian.gov.uk

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EAST LoTHIAN LICENSING BOARD

APPLICATION FOR PREMISES LICENCE

*Delete as appropriate

Licensing (Scotland) Act 2005, section 20

APPLICANT INFORMATION *Licensing (Scotland) Act 2005, section 20(1)*

Question 1

Name, address and postcode of premises to be licensed.

Macmerry Bowling Club Westbank Road Macmerry East Lothian EH33 1PL

East Lothian Council
Licensing

9 - AUG 2016

Received

Question 2

Particulars of applicant

2(a) *Where applicant is an individual, provide full name, date and place of birth, and home address including postcode and telephone number.*

2(b) *Where applicant is a partnership, please provide full name, and postal address of partnership.*

2(c) *Where applicant is a company, please provide name, registered office and company registration number.*

[Redacted area]

2(d) *Where the applicant is a club or other body, please provide full name, and postal address of club or other body.*

Macmerry Bowling Club Westbank Road Macmerry East Lothian EH33 1PL

2(e) *Where applicant is a partnership, company, club or other body, please provide the names, dates and places of birth, and home addresses of connected persons.**

Colin A Hogg (President) [Redacted]
[Redacted]
Robert b Scott (Vice President) [Redacted]
[Redacted]
Elliot R Dickson (Secretary) [Redacted]
[Redacted]
David Dickson (Treasurer) [Redacted]
[Redacted]
Edward Killen [Redacted]
[Redacted]
John Gordon [Redacted]
[Redacted]
Graham Hogg [Redacted]
[Redacted]
Ian Gordon [Redacted]
[Redacted]
James Hogg [Redacted]
[Redacted]
W, Cormack [Redacted]

[REDACTED]
Kenneth Smith [REDACTED]
[REDACTED]
Robert Grieve [REDACTED]
[REDACTED]
Elliot Grieve [REDACTED]
[REDACTED]

* Connected person is defined in section 147(3) of the Licensing (Scotland) Act 2005.

Question 3

Previous applications

3 *Has the applicant been refused a premises licence under section 23 of the Licensing (Scotland) Act 2005 in respect of the same premises?* **NO***

If YES – provide full details

--

Question 4

Previous convictions

EAST LoTHIAN LICENSING BOARD

OPERATING PLAN

Licensing (Scotland) Act 2005, section 20(2)(b)(i)

Name, address and postcode of premises to be licensed.

Macmerry Bowling Club Westbank Road Macmerry East Lothian EH33 1PL

Question 1

STATEMENT REGARDING ALCOHOL BEING SOLD ON PREMISES/OFF PREMISES OR BOTH

<i>1(a) Will alcohol be sold for consumption solely ON the premises?</i>	<i>YES/NO*</i>
<i>1(b) Will alcohol be sold for consumption solely OFF the premises?</i>	<i>YES/NO*</i>
<i>1(c) Will alcohol be sold for consumption both ON and OFF the premises?</i>	<i>YES/</i>
<i>*Delete as appropriate</i>	

Question 2

STATEMENT OF CORE TIMES WHEN ALCOHOL WILL BE SOLD FOR CONSUMPTION ON PREMISES

<i>Day</i>	<i>ON Consumption</i>	
	<i>Opening time</i>	<i>Terminal hour</i>
<i>Monday</i>	11.00	11.00
<i>Tuesday</i>	11.00	11.00
<i>Wednesday</i>	11.00	11.00
<i>Thursday</i>	11.00	11.00
<i>Friday</i>	11.00	12.00
<i>Saturday</i>	11.00	12.00
<i>Sunday</i>	12.30	11.00

Question 3

STATEMENT OF CORE TIMES WHEN ALCOHOL WILL BE SOLD FOR CONSUMPTION OFF PREMISES

<i>Day</i>	<i>OFF Consumption</i>	
	<i>Opening time</i>	<i>Terminal hour</i>
<i>Monday</i>	11.00	10.00
<i>Tuesday</i>	11.00	10.00
<i>Wednesday</i>	11.00	10.00
<i>Thursday</i>	11.00	10.00
<i>Friday</i>	11.00	10.00
<i>Saturday</i>	11.00	10.00
<i>Sunday</i>	12.30	10.00

Question 4

SEASONAL VARIATIONS

<i>Does the applicant intend to operate according to seasonal demand</i>	<i>YES/</i>
--	-------------

**If YES – provide details*

The bowling season is April to October but it is planned that during the close season to Hold small fund raisers such as quiz nights Race nights and very occasionally Bingo
These functions will be limited in attendance to no more than 60
We would also like to take advantage of The councils festive allowance. Any gaming will be limited to Quiz night and very occasional Bingo night and dominoes & darts.

4	Has the applicant or any connected person ever been convicted of a relevant or foreign offence (1)	/NO
---	--	-----

**If YES – provide full details*

For the purpose of this Act, a conviction for a relevant offence or foreign offence is to be disregarded if it is spent for the purpose of the Rehabilitation of Offenders Act 1974

Name & position (if applicable)	Date of conviction or sentence	Court	Offence	Penalty

DESCRIPTION OF PREMISES *Licensing (Scotland) Act 2005, section 20(2)(a)*

Question 5

5 *Description of premises (where application is submitted by a members' club, please also complete question 6)*

Village Bowling Green with Pavilion Consisting of 2 locker and changing rooms two toilets one being assisted Persons with wheelchair access and support/also used as ladies toilet. The Latter has baby changing facilities. Both have hand washing sinks.

Main hall contains tables and chairs to accommodate approx 60 Persons. Kitchen has cooker Fridge and freezer with under counter storage 2 sinks one used for hand washing Hot and cold water. There is emergency lighting in situ as well as fire extinguishers and one front and rear emergency exits that are checked regularly First Aid and accident book are in situ in Hall The Bowling Green has one main gated entrance the bowling green is surrounded by 12ft high fence with inner hedge of approx 10ft in height. Entrance and exit to pavilion is by two main doors.

(1) In addition to any convictions held by the applicant at the time of application, applicants should also familiarise themselves with the contents of section 24(1) of the Licensing (Scotland) Act 2005 in respect of any convictions for relevant or foreign offences which they may receive during the period beginning with the making of the premises licence application and ending with determination of the application.

Question 5

PLEASE INDICATE THE OTHER ACTIVITIES OR SERVICES THAT WILL BE PROVIDED ON THE PREMISES IN ADDITION TO SUPPLY OF ALCOHOL

COL. 1 <i>5(a)</i> Activity	COL. 2 <i>Please confirm</i> YES/NO	COL. 3 To be provided during core licensed hours - please confirm YES/NO	COL. 4 Where activities are also to be provided outwith core licensed hours please confirm YES/NO
<i>Accommodation</i>	NO	N/A	N/A
<i>Conference facilities</i>	NO	N/A	N/A
<i>Restaurant facilities</i>	NO	N/A	N/A
<i>Bar meals</i>	NO	N/A	N/A
5(b) Activity <i>Social functions including:</i>	<i>Please confirm</i> YES/NO	To be provided during core licensed hours - please confirm YES/NO	Where activities are also to be provided outwith core licensed hours please confirm YES/NO
<i>Receptions including funerals, birthdays, retirements etc.</i>	YES	YES	NO
<i>Club or other group meetings etc.</i>	YES	YES	NO
5(c) Activity <i>Entertainment including:</i>	<i>Please confirm</i> YES/NO	To be provided during core licensed hours - please confirm YES/NO	Where activities are also to be provided outwith core licensed hours please confirm YES/NO
<i>Recorded music - see 5(g)</i>	NO	NO	NO
<i>Live performances - see 5(g)</i>	NO	NO	NO
<i>Dance facilities</i>	NO	NO	NO
<i>Theatre</i>	NO	NO	NO
<i>Films</i>	NO	NO	NO
<i>Gaming</i>	YES	YES	NO

<i>Indoor/outdoor sports</i>			
<i>Televised sport</i>			
5(d) <i>Activity</i>	<i>Please confirm</i> NO	To be provided during core licensed hours - please confirm NO	Where activities are also to be provided outwith core licensed hours please confirm NO
<i>Outdoor drinking facilities</i>	Yes	Yes	No
5(e) <i>Activity</i>	<i>Please confirm</i> NO	To be provided during core licensed hours - please confirm NO	Where activities are also to be provided outwith core licensed hours please confirm NO
<i>Adult entertainment</i>			

Where you have answered YES in respect of any entry in column 4 above, please provide further details below.

5(f) any other activities

If you propose to provide any activities other than those listed in 5(a) – (e) please provide details or further information in the box below.

--

5(g) Late night premises opening after 1.00am

<i>Where you have confirmed that you are providing live or recorded music, will the decibel level exceed 85dB?</i>	NO*
--	------------

<i>When fully occupied, are there likely to be more customers standing than seated?</i>	NO*
---	------------

<i>*Delete as appropriate</i>	
-------------------------------	--

Question 6 (On-sales only)

CHILDREN AND YOUNG PERSONS

6(a)	<i>When alcohol is being sold for consumption on the premises will children or young persons be allowed entry</i>	YES
	<i>*Delete as appropriate</i>	

6(b) *Where the answer to 6(a) is YES provide statement of the **TERMS** under which they will be allowed entry*

0/15 must be accompanied by an adult and remain 1.5mtrs from the bar area and only allowed to remain until 9.30p.m. They will however be allowed to remain till close if attending private function and parents and or guardian remains with them.

Junior members will be access to the toilets and locker room

16 /17 will be allowed access without parents adult supervision and will be allowed to remain until close if attending private function but must remain at least 1.5 mtrs from bar area

6(c) *Provide statement regarding the **AGES** of children or young persons to be allowed entry*

0/15
16/17

6(d) *Provide statement regarding the **TIMES** during which children and young persons will be allowed entry*

0/15 must vacate premises by 9.30p.m. unless attending private function but must remain 1,5mtrs from bar area and must be accompanied by a parent / guardian Unless a paid up Junior member

16/17 may remain until close

6(e) Provide statement regarding the **PARTS** of the premises to which children and young persons will be allowed entry

Children 0/15 will be allowed access to clubhouse if accompanied by a parent/responsible adult

16/17 to free access to clubhouse without parent / responsible adult also to bowling green

They will be required to be 1.5 mtrs from bar area

Question 7

CAPACITY OF PREMISES

What is the proposed capacity of the premises to which this application relates?

60 persons

Question 8

PREMISES MANAGER (NOTE: not required where application is for grant of provisional premises licence)

Personal details

8(a) *Name*

David Dickson

8(b) *Date of birth*

8(c) *Contact address*

8(d) *Email address and telephone number*

8(e) *Personal licence*

<i>Date of issue</i>	<i>Name of Licensing Board issuing</i>	<i>Reference no. of personal licence</i>
Nov 2011	East Lothian Council	E1816

DECLARATION BY APPLICANT OR AGENT ON BEHALF OF APPLICANT

If signing on behalf of the applicant please state in what capacity.

The contents of this operating plan are true to the best of my knowledge and belief.

Signature [REDACTED] * (see note below)

Date *08-08-2016*

Capacity *Treasurer T.P.H.* APPLICANT/AGENT (delete as appropriate).

Telephone number and email address of signatory [REDACTED]

Question 6

6 To be completed by members' clubs only

Do the club's constitution and rules conform to the requirements of regulation 2 of the Licensing (Clubs) (Scotland) Regulations 2007?	YES/
* Delete as appropriate	

DECLARATION BY APPLICANT OR AGENT ON BEHALF OF APPLICANT

If signing on behalf of the applicant please state in what capacity.

The contents of this Application are true to the best of my knowledge and belief.

Signature  * (see note below)

Date 08-08-2016

Capacity TREASURER APPLICANT/AGENT (delete as appropriate)

Telephone number and email address of signatory 

<i>I have enclosed the relevant documents with this application – please tick the relevant boxes</i>	
<i>Operating plan</i>	X
<i>Layout plan</i>	X
<i>Planning certificate</i>	X
<i>Building standards certificate</i>	X
<i>Food hygiene certificate</i>	X

*** Data Protection Act 1998**

The information on this form may be held on an electronic public register which may be available to members of the public on request.



Macmerry Bowling Club
Founded 1963
West Bank Road, Macmerry
President: C Hogg; Vice President: R Scott



Macmerry Bowling Club Constitution

- 1 The "Club" shall be called Macmerry Bowling Club (11/10/2010)
- 2 The object of the "club" shall be to foster a spirit of friendly rivalry between members and visitors to further promote the game of bowls.
- 3 Membership of the "club" shall be open to all members of the community and wider public upon completion and acceptance of membership application form obtainable from the "club" secretary.
- 4 Accepted members will be required to be aware of "club" rules and regulations and be required to abide by the same rules at all times.
- 5 Non-members shall not be eligible for internal club competitions but will be encouraged to participate in Open Competitions.
- 6 Persons who are members of other affiliated clubs will only be permitted to participate in "club" competitions in accordance with .S.B.A./E.L.B.A rules specifically governing joint memberships. The aforementioned shall not be permitted to take part in the management of the "club"
- 7 Honorary Membership shall be awarded to persons who in the opinion of members has given exemplary service to the "club" and to promote the game of bowls. Such awards can only be given at an A.G.M. and must be a unanimous decision by all members attending. Persons elected for honorary membership will no longer be liable for annual subscription or competition fees.
- 8 The Office Bearers of the "club" shall consist of a President, Vice President, Secretary and Treasurer. The committee shall consist of the aforementioned office bearers and 8 others inclusive of match secretary. The green keeper shall be ex-officio
- 9 The Match Secretary shall have responsibility for arranging and overseeing internal/external competitions and League games
- 10 Of the committee the Club President shall have a deliberative and casting vote
- 11 The committee shall be required to meet regularly during the bowling and close season to conduct the business of the "club" The elected committee shall have overall responsibility for the management of the "club"



Macmerry Bowling Club
Founded 1963
West Bank Road, Macmerry
President: C Hogg; Vice President: R Scott



- 12 All office bearer and committee shall retire annually. But will be eligible for re-election at the "clubs" Annual General Meeting. Which members will receive 14 days' notice of date and venue. Any proposals for the A.G.M. must be in writing and sent/given to the "club" secretary 3 weeks prior to meeting
- 13 If for genuine reasons a member cannot attend the A.G.M but wishes to be considered for committee a letter must be received by the secretary 2 weeks prior to the A.G.M.
- 14 The Annual General meeting shall be held during the close season at a date given by the committee but no later than March of the following year.
- 15 At the A.G.M. annual reports shall be presented by the President, Secretary, Match Secretary, Green keeper and Treasurer, the latter will present an audited submission of accounts. Committee recommendations will also be presented allowing the members present to accept or reject any proposals either by consensus or deliberative vote.
- 16 Any honoraria to be awarded will be at the discretion of the members present.
- 17 The "club" accounts shall be audited by an independent accountant
- 18 The "club" strives to be non-profit, however any surplus, will be used for the benefit of members, upkeep of premises, updating and provision of new equipment and to offer low membership costs
- 19 Annual membership must be paid by the last week in April. Non- payment will mean exclusion from "club" competitions.
- 20 League team selection shall be by a method adopted at the .A.G.M.
- 21 Draws for internal competitions shall be made by committee including match secretary. All members will be expected to abide by dates on the draw sheets. If for genuine reasons they are unable to play by the dates give they must provide the match secretary with a letter requesting a postponement of the tie and with the opponent's knowledge. There is no Home or Away on internal comps.
- 22 Members are expected to conduct themselves in an appropriate manner at all times.
- 23 Members reported for inappropriate behaviour as in a manner deemed to be offensive shall be reported to the "club" committee and shall be asked to appear before them to answer the complaint made.



Macmerry Bowling Club
Founded 1963
West Bank Road, Macmerry
President: C Hogg; Vice President: R Scott



- 24 Grievances must be submitted to the secretary in writing stating clearly the grounds for the grievance. A committee meeting will be convened to discuss this and the outcome will be conveyed to the complainer in writing within 14 days.
- 25 All Youth members will be required to have parental consent forms signed by either a parent or guardian before being allowed to represent the "club" at away games or competitions.
- 26 The Laws of the game of bowls shall be those adopted by World Bowls and the "Club" shall also be subject to the rules and Bye-Laws of E.L.B.A.
- 27 If the committee by a simple majority decides at any time to dissolve Macmerry Bowling Club, it shall give at least 21 days' notice of a meeting to all members of the club who have the power to vote. If such a decision is confirmed by a majority of those present and by voting at the meeting, the management shall have the power to dispose of any assets held by the club. Any assets remaining after the satisfaction of any proper debts or liabilities shall be given or transferred to such charitable groups having similar objects to the club as the management may decide.
- 28 If any member are acting on behalf of the club and working with children or venerable adults then the member should be covered by a Disclosure Scotland PVG check completed by the club.
- 29 Information members provide to Macmerry Bowling Club will treated within the Data Protection Act in that no details will be passed to any third parties. However with member's permission at time of membership registration any fellow members who request details i.e. phone number with regard Competition ties or relevant club matters will be given this info.
- 30 The above have been read and approved by all members attending the A.G.M.

Signed on this day the 3rd March 2015

C Hogg
President

Elliot Dickson
Secretary

Updated 03/03/2015 following AGM held 01/03/2015
Clauses 27, 28 and 29 added

Updated 11/10/2010 following EGM held on 11/10/2010
Clause 1 updated.



Macmerry Bowling Club
Founded 1963
West Bank Road, Macmerry
President: C Hogg; Vice President: R Scott



Macmerry Bowling Club Equality Policy

Equality Statement

Macmerry Bowling Club is fully committed to making bowls accessible to all. This will be accomplished by upholding the principles of equality in all aspects of our work. It is the policy of Macmerry Bowling Club to ensure that all participants, volunteers, coaches or parents receive equitable treatment regardless of age, gender, marital status, employment status, social class, colour, race, ethnic or national origin, religious belief or disability.

Policy

- The club is committed to ensuring that equality is incorporated across all aspects of its business. In doing so it acknowledges and adopts the following definition of sports equality:
 - Sports equality is about fairness in sport, equality of access, recognising inequalities and taking steps to address them. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society.
- The club respects the rights, dignity and worth of every person and will treat everyone equally within the context of the sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
- The club is committed to everyone having the right to enjoy the sport in an environment free from threat of intimidation, harassment and abuse.
- All club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
- The club will deal with any incidence of discriminatory behaviour seriously, according to club disciplinary procedures.
- The club will review on an annual basis our processes, rules and policies to ensure they are not at risk of discriminating against any members either directly or indirectly.

Macmerry Bowling Club

Founded 1963

President C.A.Hogg

Vice President R.B.Scott

License Application Statement June 2016

The above bowling club would respectfully ask the members of the Licensing Board to consider their application for an alcohol license.

The board may have been made aware that we held an alcohol license before but due to the terms of the lease at that time it gave priority to the Macmerry Miners Welfare as lease holders to manage and service the bar .Because of this the bowling club was required to surrender its alcohol license. Cllrs Mr.Innes, Mr. Gillies and Mr. Grant as well as Council employee Mr. Eammon John are fully aware of the circumstances that brought this about. Since that time part of the "Arrangement" of this surrendering was that the Miners Welfare would supply bar services to the bowling club.However there were times when they could not commit to providing bar services and at the end bowling last season they arrived with cars and a pick-up truck and completely emptied the bar area of all its stock,optics glasses and large fridge When they finished the bar area was bare.

At the start of this season 9th April 2016 the Miners Welfare were sent an E.mail giving all the dates that we the bowling club would require bar services acknowledgement was made verbally that they would see what they could do. To this date no barhas been provided thus depriving not only our members but the many visitors we entertain during the bowling season. As a member of the Licensing Board Forum I am aware of the "Boards" Over-provision Policy however I would respectfully ask the Board to consider the fact that we as a bowling Club only have 40 members and without a small income from bar services our funds are limited to membership fees. With a bar we can entertain visiting clubs and also to have the occasional social event as stated in our license application, As a club license we are non profit making but if fortunate enough to make any profit this would be put back into the club to benefit the members and pay for the upkeep of the premises. As with the terms of the new lease we are responsible not only for buildings insurance but for internal structure with public and personal liability As a small club we could not possibly have any impact on the income of the Miners Welfare who can generate income with events such as wedding receptions,Funerals,anniversaries and Birthday events.

We hope the above will allow the Board to consider our application with favour

*On Behalf of the Committee and members of Macmerry Bowling Club
June 2016
David Dickson Personal license holder and Treasurer Macmerry Bowling Club*



Club Treasurer

Copy



East Lothian Council

Our ref IF/1566
Your ref FAO Elliot Dickson

14 April 2016

John Muir House
Haddington
East Lothian
EH41 3HA
Tel 01620 827827

Macmerry Bowling Club Committee
Macmerry Bowling Club

Macmerry

Dear Sirs

Licence to Occupy – Bowling Green & Pavillion, Macmerry Public Park, Macmerry

On behalf of and as instructed by the Licensors we offer to allow the Licensees to occupy and use the Property on the following conditions:

1. Definitions and interpretation

1.1 In the Licence:

"Date of Entry" means 1 April 2016 notwithstanding the date hereof;

"Date of Termination" means 31 March 2018;

"Interest" means interest on the sum in question at 4% per annum above the base rate from time to time of The Royal Bank of Scotland from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

"Licence" means the licence to occupy the Property constituted by this offer and all duly executed letters following on from it;

"Licence Fee" means the sum of One thousand pounds (£1,000) per annum.

"Licensees" means Colin Hogg, residing at [REDACTED]
Robert Scott, residing at [REDACTED] Elliot Dickson,
residing at [REDACTED] and David Dickson, residing at [REDACTED]
[REDACTED] respectively the President, Vice-President, Secretary
and Treasurer of, and as such Trustees for Macmerry Bowling Club, and their successors in
office as such trustees.

"Licensors" means East Lothian Council, Incorporated under the Local Government Etc. (Scotland) Act 1994 and having their principal office at John Muir House, Brewery Park, Haddington, East Lothian, EH41 3HA.

"Parties" means the Licensors and the Licensees;

"Permitted Use" means use for the operating and managing the playing and promotion of bowling activities.

"Plan" means the demonstrative plan annexed to this offer;

"Property" means ALL and WHOLE the Bowling Green and Pavilion at Macmerry Public Park, Macmerry, in the County of East Lothian, shown outlined in red on the plan; which subjects form part and portion of (One) the subjects extending to 5.74 acres or thereby more particularly described in and disposed by Disposition by the Penston Trustees in favour of Tranent District Council recorded in the Division of the General Register of Sasines for the County of East Lothian on 25 May 1954 and (Two) the subjects extending to 1 acre or thereby more particularly described in and disposed by Disposition by Arthur Hutcheson in favour of the County Council of the County of East Lothian recorded in the said Division of the General Register of Sasines on 10 August 1957:

"Working Day" means any day on which clearing banks in Edinburgh and Glasgow are open for normal business.

- 1.2 In the Licence, unless otherwise specified or the context otherwise requires:
- 1.2.1 any reference to one gender includes all other genders;
 - 1.2.2 words in the singular only include the plural and *vice versa*;
 - 1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;
 - 1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and *vice versa*;
 - 1.2.5 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to the Licence;
 - 1.2.6 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;
 - 1.2.7 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
 - 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
 - 1.2.9 a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 of the Requirements of Writing (Scotland) Act 1995; and
 - 1.2.10 where at any one time there are two or more persons included in the expression "Licensees" obligations contained in the Licence which are expressed to be made by the Licensees are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.
- 1.3 The headings in the Licence are included for convenience only and are to be ignored in construing the Licence.
2. **Licence**
- 2.1 Subject to due compliance by the Licensees with their obligations under the Licence, the Licensors will permit the Licensees to occupy and use the Property for the Permitted Use with all necessary non-exclusive rights of access to and egress from the subject to all title conditions and rights of whatever nature affecting it.

2.2 The Licensees will occupy the Property as mere licensee only and acknowledge that possession of the Property is retained by the Licensors subject to the rights created by the Licence.

2.3 The Parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensees.

3. Duration

3.1 The Licence will commence on the Date of Entry and will terminate on 31 March 2018 unless terminated earlier by either Party on delivering to the other Party not less than two month's written notice to the effect that they are terminating the Licence at the expiry of the period specified in the notice.

3.2 At the Date of Termination, the Licensees will:

3.2.1 remove from the Property with their whole equipment and other items, without the need for any notice from the Licensors, and

3.2.2 leave the Property in a condition consistent with full compliance with their obligations under the Licence.

4. Payments

4.1 The Licensees will pay the Licence Fee to the Licensors annually in advance, the first payment being due on the date of execution of these presents in respect of the period from the Date of Entry to the next payment date, and on 1 April 2017 in respect of the period thereafter.

4.2 The Licensees will pay for the duration of the Licence:

4.2.1 all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of the Property or on its owner or occupier;

4.2.2 a proper proportion attributable to the Property (as certified by the Licensors or the Licensors' surveyor, whose certificate will be conclusive and binding on the Licensees except in the case of manifest error) of the following costs in relation to the premises of which the Property forms part:

(a) all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of such premises or on the owner or the occupier; and

(b) all expenditure incurred by the Licensors in relation to services provided to such premises, including maintenance, repair, renewal, cleaning, lighting, decorating, security, provision of plant and equipment, compliance with statute, employment of staff, provision of electricity, water and other utilities and general management.

(c) A contribution of £20 towards utilities expenses, otherwise to be the responsibility of the Licensors, in respect of the sixth and any subsequent event held per annum outwith the bowling season. The Licensees shall notify the Licensors in writing of all such events to be held.

4.2.3 all costs incurred by the Licensors in procuring the remedy of any breach of any obligation of the Licensees under the Licence.

4.3 All sums payable under the Licence, including the Licence Fee, are exclusive of Value Added Tax, which, if payable, is payable in addition in return for a valid Value Added Tax invoice.

- 4.4 If:
- 4.4.1 the Licence Fee is not paid on the due date; or
 - 4.4.2 any other sums due by the Licensees are not paid within ten Working Days after the due date

then the Licensees will pay to the Licensors Interest on the outstanding money.

5. Use

- 5.1 The Licensees will use the Property for the Permitted Use and for no other purpose.
- 5.2 The Licensors give no warranty that:
- 5.2.1 the Property is suitable for the Permitted Use; or
 - 5.2.2 the Permitted Use is or will remain the permitted use of the Property within the provisions of the planning or other relevant legislation from time to time.
- 5.3 The Licensees will not do or permit to be done upon or in connection with the Property anything which would be a legal nuisance or cause of damage to the Licensors or the other occupiers of any neighbouring premises or both.
- 5.4 The Licensees will comply with:
- 5.4.1 all statutes, bye-laws and other regulations affecting the Property or the Licensees' use of the Property;
 - 5.4.2 all obligations, restrictions, reservations and other conditions in the titles of the Property; and
 - 5.4.3 all reasonable regulations which may be issued from time to time by the Licensors or their agents in relation to the Property, including in respect of health and safety, risk management and security.

6. Indemnity and insurance

- 6.1 The Licensees will indemnify and keep indemnified the Licensors on demand from all liability in respect of:
- 6.1.1 any injury to or death of any person;
 - 6.1.2 damage or loss which may be suffered by any persons by reason of or arising out of the use of the Property by the Licensees;
 - 6.1.3 any breach by the Licensees of their obligations under the Licence; and
 - 6.1.4 local authority rates and other costs associated with the occupancy of the Property.
- 6.2 The Licensees will take out insurance cover:
- 6.2.1 such as is necessary to give full indemnification to the Licensors in respect of the matters referred to at Clause 6.1; and
 - 6.2.2 against public liability in at least the sum of five million pounds (£5,000,000) for each and every claim

and, in both cases, will produce written evidence of such insurance to the Licensors on demand.

- 6.3 The Licensees will not do anything which vitiates or makes void or voidable any insurance policy for the Property effected by the Licensors, or causes monies otherwise payable under such policy to be irrecoverable or refused or withheld, or an increased premium or loading to be payable in respect of such policy.
- 6.4 Should the use or non-use of the Property cause any increase in the cost of insuring any adjacent premises of the Licensors the Licensees will on demand from time to time pay to the Licensors the amount of any such increase.

7. Alienation

- 7.1 The Licence is personal to the Licensees and the Licensees will not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with their interest in the Licence.

8. Condition

- 8.1 The Licensees accept the Property in its present condition as evidenced by the Schedule of Condition as being fit in all respects for the Permitted Use.

- 8.2 The Licensees will:

8.2.1 at their own cost, repair and maintain the Property in good repair and condition so that it is at all times in at least such condition and, when necessary, but only in so far as required to maintain the Property in such condition, renew and rebuild the Property (other than damage caused by risks against which the Licensors have effected insurance except to the extent their insurance has been invalidated by the Licensees or those for whom they are responsible); and

8.2.2 leave the Property in such condition at the Date of Termination;

all to the satisfaction of the Licensors (acting reasonably).

- 8.3 The Licensees shall undertake any internal or external repairs of a minor nature. The Licensees shall advise the Licensors as soon as possible of any necessary repairs required and/or defects identified at the Property.

- 8.4 The Licensors shall maintain the Property in a wind and watertight condition, and shall carry out any other repairs deemed necessary by them, but only to the extent that the Licensor's budget allows.

9. Alterations

- 9.1 The Licensees will not carry out any alterations or additions to the Property without the prior written approval of the Licensors. Any authorised alterations would be subject to the securing of any necessary building warrants or planning consents. Any statutory consents required for authorised alterations, such as building warrant or planning consent must be secured prior to the alterations being carried out. For the avoidance of doubt the Council's insurance policy in relation to the Subjects will not cover any improvements/alterations referred to in this condition. Under no circumstances should a gas supply or gas appliances be installed in the property without the written consent of the Council.

- 9.2 To the extent requested by the Licensors, the Licensees will remove any alterations and additions carried out by them and reinstate the Property at the Date of Termination to the condition they were in before such alterations and/or additions were made.

10. Access

When taking access to the Property, the Licensors will, and will procure that any other parties exercising such rights of access will:

10.1 cause minimum interference reasonably practicable with the Licensees' use of the Property and

10.2 make good to the Licensees' satisfaction (acting reasonably) any damage caused to the Property and the Licensees' fixtures and fittings.

11. Control of Asbestos Regulations 2012:

(a) A HSG264 complaint asbestos management survey report for the Subjects of let will be issued to the Tenant. Refurbishment, partial refurbishment or full pre-demolition asbestos survey reports, where applicable, will also be issued. The Tenant will sign an acknowledgement receipt of any report issued to them by the Council.

(b) Before the Tenant carries out any alterations to the fabric of the Subjects, which require the Council's consent, the Council will initiate either a full or partial refurbishment asbestos survey or pre-demolition, if applicable, ahead of any alterations. The costs of these checks will be borne by the Council. It should be noted that the scope of the asbestos survey to be undertaken will be determined by the scale of any proposed alterations.

(c) The Tenant will contact the Council immediately in the event that any deterioration or damage is noticed or caused to the asbestos materials highlighted within the issued asbestos survey report(s).

(d) The Tenant will be deemed to be the duty holder with reference to the Control of Asbestos Regulations 2012. As duty holder, the Tenant will be responsible for notifying all of their employees and any maintenance personnel/contractors whom they employ that asbestos, if applicable, is present within the subjects of let.

(e) The Tenant will allow the Council, or any asbestos surveyor appointed by the Council, to survey the Subjects of let on a periodic basis.

(f) The Tenant will allow the Council and its Contractors full access to remove any asbestos-containing materials, which are deemed necessary for removal. The option to remove asbestos-containing materials will be based on the methods outlined in all applicable HSE guidance document(s). The Tenant will not be entitled to any compensation including abatement of rent for the above-mentioned purposes.

(g) The Tenant will be responsible for payment of the Council's costs for any works required at the Subjects of let as a result of the Tenant having undertaken any uncontrolled works to asbestos containing material which has been highlighted as being present within the Subjects.

12 Registration

The Licensors will:

12.1 register the Licence in the Books of Council and Session for registration for preservation and execution;

12.2 order two extracts; and

12.3 deliver one of the extracts to the Licensees (or their solicitors on their behalf) as soon as reasonably practicable following receipt of the extracts.

13 Early termination

If:

13.1 any sums due under the Licence (including the Licence Fee) or any part of them are not paid on the due dates, or

- 13.2 the Licensees fail to implement any of their other obligations under the Licence, or
- 13.3 the Licensees:
 - 13.3.1 go into liquidation, receivership or administration;
 - 13.3.2 sign a trust deed for creditors, are sequestrated or enter into a voluntary arrangement;
 - 13.3.3 become insolvent or apparently insolvent; or
 - 13.3.4 are wound up or dissolved

then, in each case, the Licensors may, at their option, at any time by notice in writing to the Licensees terminate the Licence with effect from the date specified in the notice but reserving to the Licensors their right of action in respect of any antecedent breach of the Licensees' obligations.

14 Notices

- 14.1 Any notice, demand, request or certificate required under the Licence must be in writing and may be delivered personally, or sent by post or transmitted by fax to the relevant Party using the relevant details specified in Clause 14.3.
- 14.2 Any notice, demand, request or certificate will be deemed to be received:
 - 14.2.1 if delivered personally, (with proof of delivery) at the time of delivery; and
 - 14.2.2 if sent by recorded delivery post, 48 hours after the date of posting; and
 - 14.2.3 in the case of fax, at the time when the sender's fax machine confirms transmission;

Provided that if, in the case of personal delivery or transmission by fax, such delivery or transmission occurs outwith normal business hours on a Working Day or on a day which is not a Working Day, delivery will be deemed to occur on the next Working Day.

- 14.3 [The details referred to in Clause 14.1 are:

Douglas Proudfoot,

Acting Head of Development, East Lothian Council

Address: Estates, Penston House, Macmerry Industrial Estate, Macmerry, EH33 1EX

For the attention of: Janet Placido

Elliot Dickson,

Secretary, Macmerry Bowling Club

Address: 1 [REDACTED]

For the attention of: The Secretary, Macmerry Bowling Club

or such other address, fax number or person as may be notified in writing from time to time by the relevant Party to the other Party for the purposes of this Clause.

15 No Liability

The Licensors are not liable to the Licensees for any loss, injury or damage which the Licensees may sustain from a deficiency in any part of the Property or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensees in the exercise or purported exercise of the rights conferred on the Licensees under the Licence.

16 Formal Documentation

16.1 Neither the Licensees nor the Licensors will be bound by any acceptance of this offer or any other letter purporting to form part of the Licence or any amendment or variation of the Licence unless it is duly executed.

16.2 The Licence represents the entire agreement between the Parties relating to the licence of the Property and supersedes any previous agreements between the Parties relating to it. Neither of the Parties has been induced to enter into the Licence on account of any prior warranties or representations made which are not embodied in the Licence and no representation, warranty or undertaking of any description in respect of the Property, whether in relation to title, state of repair, compliance with statutes or other matters, the existence of local authority or other proposals or orders, or otherwise, is given in the Licence except insofar (if at all) as expressly stated in the Licence.

17 Licensors contribution

17.1 The Licensors shall pay the Licensees a management fee of £2,000 per annum, which fee shall be payable at the date of execution hereof in respect of the year to 31 March 2017 and on 1 April 2017 in respect of the year to 31 March 2018.

18 Costs

18.1 The Licensors shall be responsible for meeting the Licensees costs and expenses in connection with the preparation and completion of the Licence.

19 Proper Law and Prorogation

The Licence and the rights and obligations of the Licensors and the Licensees are governed by and are to be construed in accordance with the law of Scotland and the Licensors and the Licensees are deemed to have agreed to submit to the non-exclusive jurisdiction of the Scottish courts.

20 Time Limit

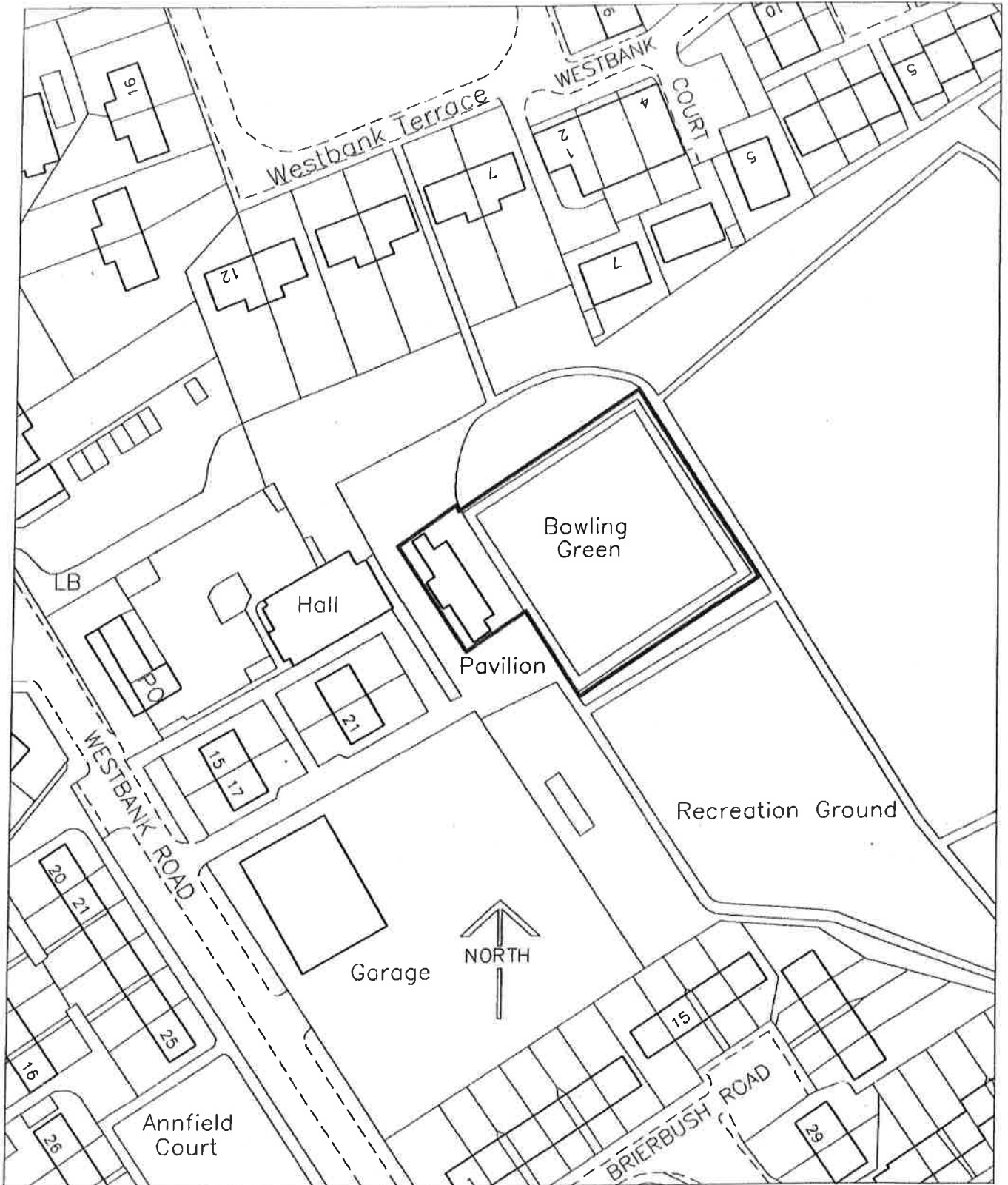
This offer unless previously withdrawn is open for written acceptance reaching us here no later than 5pm on Twenty-seventh April 2016 failing which it will be deemed to have been withdrawn.

Yours faithfully,



Morag Ferguson
Legal & Procurement Services Manager
East Lothian Council

Legal Post: LP – 4, Haddington
Direct Line: 01620 827389
Direct Fax: 01620 827253
e-mail: lforrest@eastlothian.gov.uk



05 licence 100923581 (20 4)



East Lothian Council

ESTATES

PROJECT Macmerry Bowling Club Westbank Rd, Macmerry		DRAWING Licence Agreement Plan	
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Scale 1:1000	Date 13/04/2016	Drawn wah	File Ref 12/M045/bowl	Revision	Drg No 5212
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Penston House, Macmerry Industrial Estate, EH33 1EX

Date:

On behalf of and as authorised by Macmerry Bowling Club, we hereby accept the foregoing offer of a licence to occupy the above premises, and that on the whole terms and conditions thereof.

..... **Colin Hogg (President)**

..... **Robert Scott (Vice-President)**

..... **Elliot Dickson (Secretary)**

..... **David Dickson (Treasurer)**

..... **(Witness)**

..... **(FULL NAME OF WITNESS)**

..... **(ADDRESS OF WITNESS)**

EAST LoTHIAN COUNCIL

LICENSING ADMINISTRATION AND DEMOCRATIC SERVICES

From: R. Fruzynski
Licensing Standards Officer

To: K. MacNeill
Clerk to the Licensing Board

Date: 30 August 2016

Subject: LICENSING SCOTLAND ACT 2005
PREMISES LICENCE APPLICATION - AUGUST 2016

Macmerry Bowling Club, Westbank Road, Macmerry East Lothian EH33 1PL

I refer to the above subject and can confirm that the undernoted premises licence application, submitted by Macmerry Miners Welfare Club, has been assessed and I make the following observations:

- a. The application makes no reference to use of seasonal hours, which may be afforded by the Board in relation festive hours or extensions relating to local or national events of special significance.
- b. The Operating Plan does not ask for outside drinking facilities but states that the capacity of the licensed premise is 60 inside and 60 outside.
- c. If the premises licence were to include outside drinking areas then the layout plan will require to be amended.
- d. The layout plan does not provide details of children and young person's access.
- e. The application refers at 2(d) to the applicant as being Macmerry Miners Welfare Bowling Section. According to Macmerry Bowling Club, which has the sole title to use the pavilion, they are not part of the Miners Bowls Section, who will not be entitled to have access or use of the clubhouse or bowling green.
- f. No constitution has been submitted with this application in respect of the stated Macmerry Miners Welfare Bowls Section.
- g. No overprovision statement has been submitted with this application.
- h. The facilities requested in this application have not been discussed with the Macmerry Bowlers.

Additional information to assist Board members:

The Board should be aware that Macmerry Bowling Club has also applied for a Premises Licence for the same premises. The circumstances surrounding this situation are briefly as follows:

- East Lothian Council own the pavilion and property.

- Some thirty years ago the Bowling Club obtained a lease of the premises, but I believe there were some concerns as to whether the bowlers could maintain the lease and it was subsequently transferred to Macmerry Miners Welfare Club, and the bowlers became a sub section of the club and used the unlicensed pavilion as their bowling club.
- On 24th November 2011 the bowlers applied for and were granted a Premises Licence in respect of the pavilion. This alleviated the need for applications for Occasional Licences to cover bowling competitions, matches etc.
- In October 2013, the bowlers broke away from the Miners Welfare Club and this led to considerable discontent between both parties and the bowlers were locked out and could not use the pavilion for bowling purposes or use the bar licence they held.
- In 2014, Councillors Gillies and Innes, along with council officials negotiated a resolution of the situation whereby the Miners Welfare Club relinquished the lease of the pavilion and the bowlers surrendered the premises licence for the property. The agreement reached was that the bowlers would be given a licence to occupy the pavilion for the purposes of bowling activities and the Miners Welfare was offered the opportunity of accepting a licence to occupy the pavilion bar subject to applying for a Premises Licence and opening the bar at times and on dates required by the bowlers to provided refreshments for bowling events.
- The stated agreement was accepted by both the bowlers and Miners Welfare.
- On compliance with the terms of the agreement, the bowlers were given a two year occupancy licence of the pavilion, from April 2014 to 2016. In April this year, this licence was renewed for a further two years.
- The Miners Welfare who were required, under their terms of agreement, to apply for a Premises Licence did not do so until August 2016 and have not therefore been granted a licence to occupy the pavilion bar. They have however applied for Occasional Licences, but the bowlers have not been happy with the arrangements indicating that there have been a number of periods they asked for a bar but it was not provided or the required times of the bar opening was not met.
- The discontent between the two clubs continues to rumble on and from a potential licensed premises point of view this does not bode well in relation to the licensing objectives.

Bowling encompasses a wide range of community, licensed, recreational, social and sporting activities. In East Lothian there are only five clubs that do not hold a Premises Licence. Of these, three small clubs apply for a limited number of Occasional Licences per annum to permit the sale and supply of alcoholic refreshments to members and visitors for league matches and open competitions.

R. Fruzynski
Licensing Standards Officer