



Appeal Decision

Site visit made on 2 June 2026

by L Douglas BSc (Hons) MSc MRTPI

an Inspector appointed by the Secretary of State

Decision date: 01 September 2026

Appeal Ref: APP/N0410/X/24/3354729

The Park, Wexham Road, Buckinghamshire SL2 5QR

- The appeal is made under section 195 of the Town and Country Planning Act 1990 (as amended) (the Act) against a refusal to grant a certificate of lawful use or development (LDC).
 - The appeal is made by Mr Byron Thorne against the decision of Buckinghamshire Council.
 - The application ref PL/23/3164/EU, dated 27 September 2023, was refused by notice dated 2 May 2024.
 - The application was made under section 191(1)(a) and (b) of the Act.
 - The development for which a certificate of lawful use or development is sought is the use of the site for hosting weddings, events and conferences, and the marquee buildings as operational development on the site.
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Decision

1. The appeal is allowed and attached to this decision is a certificate of lawful use or development describing the extent of the existing use and the existing operations which are found to be lawful.

Preliminary Matters

2. The application for an LDC relates to existing operational development in the form of 5 marquees and an existing use of the land. There is no dispute that the erection of the marquees comprised building operations requiring planning permission which were substantially complete more than 4 years before the date of the application for an LDC, and that an LDC should be granted in respect of them. On account of the marquees' size, degree of permanence and physical attachment to the ground, which, as a matter of fact and degree, have remained unchanged since at least June 2018, and due to the absence of any formal enforcement action in respect of them, I see no reason to find otherwise and I shall issue an LDC referring to those building operations.
3. The appellant provided additional evidence to support their appeal case in respect of the use of the land, which was not before the Council when it determined the application for an LDC. The Council was afforded the opportunity to consider and respond to that evidence through the course of the appeal, and it is my duty to consider whether the decision to refuse to issue an LDC was well-founded, rather than whether the Council's reasoning was well-founded. I have therefore taken all available evidence into account.
4. In advance of my site visit, a plan¹ was provided by the appellant which shows the footprint of each marquee and identifies each of them by annotated letters A to E.

¹ 'DWG 002 Rev A', Existing Site Plan dated 27 May 2026

An amended version of this plan forms part of the LDC attached to this decision. References to the marquees in this decision follow those annotations.

Main Issue

5. In view of the above, the main issue is whether the Council's decision to refuse to issue an LDC in respect of the use of the site for hosting weddings, events and conferences was well-founded.

Reasons

6. Section 191(2) of the Act provides that uses and operations are lawful at any time if no enforcement action may then be taken in respect of them and they do not constitute a contravention of an enforcement notice. Section 171B of the Act sets out that where there has been a breach of planning control which does not comprise building operations or a change in the use of a building to use as a single dwellinghouse, no enforcement action may be taken after the end of the period of 10 years beginning with the date of the breach.
7. Therefore, for the appeal to succeed in respect of the use claimed to be lawful, the appellant needs to show, on the balance of probabilities, that the site has been used continuously for hosting weddings, events and conferences since at least 27 September 2013, without significant interruption. The appellant's evidence should not be rejected simply because it is uncorroborated. If there is no evidence to contradict the appellant's version of events or make it less than probable, and their evidence is sufficiently precise and unambiguous, it should be accepted.
8. The site is a large area of land comprising a former football stadium with associated buildings referred to as ancillary accommodation and clubhouse. It was vacated by Slough Town Football Club (STFC) in 2003, at which point it is claimed it ceased being used for football purposes and began operating under the name 'The Park', before changing to 'Elite Banqueting Suite' on 15 July 2017.
9. The statutory declarations (SDs) of Abid Hussain and Byron Alan Thorne explain that Mr Hussain is the owner of Elite Banqueting Suite Ltd and Abid Catering Services Ltd. Mr Hussain's SD states that he has organised and catered for many events at the site, including weddings, parties and conference meetings, since STFC vacated the site.
10. Mr Hussain's SD sets out that guests attending such events have utilised the former clubhouse building and land around it to the north and west for activities including walking, sitting, talking, smoking, drinking, taking photographs and/or playing games in connection with those events, and that those activities have been supported by the erection of temporary marquees separate to the permanent structures. There is minimal evidence of where or when any temporary marquees were erected and dismantled. It also states that land adjacent to the south of the former clubhouse building has been used for open storage in connection with a weddings, events and conference use of the site since STFC vacated the site.
11. Mr Thorne's SD confirms that he is the owner of the site and adjacent land and that he has seen the site being used as described by Mr Hussain, but he does not state when specifically, other than since STFC vacated the site.
12. I have been provided with logs of events held at the site between 2012 and 2024. Those which post-date the application have little relevance to the appeal. In brief

summary, these refer to 15 events at the site in 2012, 14 in 2013, 13 in 2014, 21 in 2015, 34 in 2016, 30 in 2017, 35 in 2018, 29 in 2019, 18 in 2020, 27 in 2021, 46 in 2022, and 38 in 2023. These are supported variously by copies of dated booking forms, invoices, cheques, and emails and letters to/from customers and caterers.

13. There is a broad range of descriptions used for those events, but they are all similar in comprising gatherings of people for celebration, dining, charity fundraising, learning and/or meeting purposes, including weddings and conferences. Where details of the numbers of attendees have been provided, these range from 40 to 450 people for events outside of 2020 and 2021. During 2020 and 2021, where numbers have been provided, the size of such events ranged from 15 to 30 people, as Covid-19 restrictions either prohibited or limited gatherings.
14. The main point raised by the Council's submissions relates to the use of the site during the Covid-19 pandemic, and in particular, I have been referred to gaps in the evidence which suggest no events were held between 15 March and 15 July 2020 and between 13 December 2020 and 16 April 2021. The logs refer to events which took place during 2020 and 2021 as adhering to Covid-19 rules and including National Health Service training events. A Council inspection report dated 19 August 2020 also refers to 7 members of staff being present and confirms Covid-19 safety protocols were being followed. It includes photographs showing areas set out in a manner typical for a wedding/event/conference space under Covid-19 restrictions.
15. The evidence therefore suggests there were only 2 prolonged periods within the 10 years preceding the application when no weddings, events or conferences took place at the site, amounting to 123 days and 125 days each.
16. It is not in dispute that the site has benefitted from a premises licence for the sale of alcohol, the playing of live and recorded music (indoors only), dancing (indoors only) and late-night refreshment continuously since November 2005. Nor is it in dispute that the marquee buildings were erected in 2018 in connection with the hosting of weddings, events and conferences. I have seen that these, alongside the former clubhouse building, provide large event spaces and associated facilities including toilets, kitchens, a bar and storage areas.
17. Furthermore, the Council has not disputed claims that while Covid-19 restrictions were in place, the former clubhouse building still contained all the necessary items to host weddings, events and conferences, such as large numbers of tables, chairs, glasses, bar optics, crockery, staging, wooden dance floor, floral displays, table centrepieces, backdrops, red carpets, drapes, tablecloths, public address system, commercial kitchen, and an office space for administering such events. All utility bills and the relevant insurance for hosting such events were also paid throughout the Covid-19 pandemic.
18. The Council has referred to *Swale v FSS* [2005] EWHC 290 (Admin). That case considered the distinction between a use having ceased and periods during which there may be no occupation or reduced activity. However, the Court of Appeal² subsequently emphasised that the question for the purposes of section 171B of the Act is whether the relevant use actually continued throughout the immunity period such that enforcement action could have been taken at any time.

² *Swale v FSS* [2005] EWCA Civ 1568

19. I have also been referred to *Miles v NAW & Caerphilly CBC* [2007] EWHC 10 (Admin), where an outbreak of foot and mouth disease caused motorcycling activities to cease on agricultural land for 12 to 18 months. In that case, the local planning authority (LPA) could not have issued an enforcement notice during the period of inactivity, as there was no breach of planning control taking place, which prevented the motorcycling activities gaining immunity from planning control.
20. The evidence shows that even during the Covid-19 pandemic, any visitor to the site at that time would have seen that the land edged in blue on the plan forming part of the LDC attached to this decision remained in use for the hosting of weddings, events and conferences, with the numerous associated items and facilities in place. This is despite the site operating at a reduced scale to reflect temporary Government restrictions. The use of that land for such purposes did not cease when there was a temporary reduction in the scale of events and gaps between events of the extent borne out by the evidence. Indeed, aside from the numerous items and facilities present on the site, staff remained employed, and a premises licence, utilities and insurance also remained in place. The circumstances in this case are therefore very different to those in *Miles* where the LPA could not have served an enforcement notice during the interruption to an unauthorised use.
21. For the above reasons I am satisfied on the evidence provided, as a matter of fact and degree, that the former clubhouse had been used for hosting weddings, events and conferences for a continuous period of at least 10 years prior to the application for an LDC. The evidence shows, on the balance of probabilities, that any interruptions to that use during that period were insignificant and there was no cessation of the use. It is also easy to see how the land immediately to the north and south of the former clubhouse have likely been used in association with that use for access, circulation and storage based on their arrangement and relationship with the building.
22. However, there is a lack of sufficiently precise and unambiguous evidence to show that other parts of the site have been used for the hosting of weddings, events and conferences as claimed. For example, the marquees were not erected until 2018 and it is difficult to see how the land which they now occupy, the rest of the former football pitch and stands, and separated areas in the north-eastern and south-eastern corners of the site have been used for the purposes claimed to be lawful. It has not been shown how these extensive areas may be so closely and intimately related to the former clubhouse that they were also being lawfully used for the hosting of weddings, events and conferences on the date of the application.
23. During my site visit I saw that land to the north-eastern and south-eastern corners of the site were physically separated from the rest of the site to some extent, with no obvious purpose/use or connection to the use claimed to be lawful. Similarly, the former football pitch and stands surrounding marquees A to D did not appear to be used for the hosting of weddings, events and conferences during my site visit. Those areas were notably different in terms of appearance and accessibility compared to the outside areas immediately to the north and south of, and between, the buildings, which were obviously used for back of house purposes and movement in association with the claimed lawful use.
24. Although my site visit was some time after the date of the application, there is very little to show how those other outside areas may have been used for activities including walking, sitting, talking, smoking, drinking, taking photographs, playing

games, open storage, or the erection of temporary marquees in connection with weddings, events and conferences as claimed. Moreover, the state and layout of those parts of the site and their relationship with the buildings which existed prior to 2018 are not well-suited to such use. The SDs, photographs, invoices and other evidence provide little detail about these matters. Overall, the lack of sufficiently precise and unambiguous evidence in these respects means I am not satisfied, as a matter of fact and degree on the evidence provided, that an LDC should be issued in respect of those parts of the site.

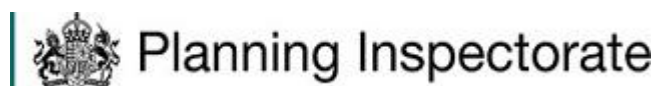
25. To clarify, I am not saying that the use of the land outside the area edged blue on the plan forming part of the LDC attached to this decision for the hosting of weddings, events and conferences was unlawful on the date of the application. Instead, it has not been shown, on the balance of probabilities, that such use of those areas was lawful on that date. It will be a matter for the appellant to consider whether sufficiently precise and unambiguous evidence can be put forward to support a further application for an LDC in respect of those parts of the site.

Conclusion

26. For the reasons given above, on the evidence now available, I conclude that the Council's refusal to grant an LDC in respect of the use of the land edged blue on the plan forming part of the LDC attached to this decision and the erection of the marquees annotated A to E on that same plan was not well-founded. The appeal should succeed in respect of that land, and I will exercise the powers transferred to me under section 195(2) of the Act.

L Douglas

INSPECTOR



Lawful Development Certificate

TOWN AND COUNTRY PLANNING ACT 1990: SECTION 191
(as amended by Section 10 of the Planning and Compensation Act 1991)

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND)
ORDER 2015: ARTICLE 39

IT IS HEREBY CERTIFIED that on 27 September 2023 the use and operations described in the First Schedule hereto in respect of the land specified in the Second Schedule hereto and edged in blue on the plan attached to this certificate, were lawful within the meaning of section 191(2) of the Town and Country Planning Act 1990 (as amended), for the following reasons:

The land edged in red on the attached plan was in use as a football stadium prior to 2003. At some point since 2003 there has been a material change in the use of the land edged in blue on the attached plan to use for the hosting of weddings, events and conferences. The use of that land for the hosting of weddings, events and conferences had existed for a period of at least 10 years without significant interruption immediately prior to 27 September 2023 and continued on that date. As the material change of use took place at least 10 years before 27 September 2023, on account of sections 171B and 191 of the Town and Country Planning Act 1990 (as amended), no enforcement action could have been taken in respect of that use of the land edged in blue on the date of the application for a Lawful Development Certificate, and it was lawful.

On account of their size, degree of permanence and physical attachment to the ground, which, as a matter of fact and degree, have remained unchanged since at least June 2018, the erection of the marquees annotated A to E on the attached plan comprised building operations falling within the definition of development provided at section 55 of the Town and Country Planning Act 1990 (as amended). As those building operations were carried out more than 4 years before 27 September 2023, on account of sections 171B and 191 of the Town and Country Planning Act 1990 (as amended), no enforcement action could have been taken in respect of those marquees on the date of the application for a Lawful Development Certificate, and they were lawful.

Signed

L Douglas

Inspector

Date: **01 September 2026**

Reference: APP/N0410/X/24/3354729

First Schedule

The use of the land edged in blue on the attached plan for the hosting of weddings, events and conferences.

And

Building operations comprising the erection of the marquees annotated A to E on the attached plan.

Second Schedule

Land at The Park, Wexham Road, Buckinghamshire SL2 5QR

IMPORTANT NOTES

This certificate is issued solely for the purpose of Section 191 of the Town and Country Planning Act 1990 (as amended).

It certifies that the use /operations described in the First Schedule taking place on the land specified in the Second Schedule was /were lawful, on the certified date and, thus, was /were not liable to enforcement action, under section 172 of the 1990 Act, on that date.

This certificate applies only to the extent of the use /operations described in the First Schedule and to the land specified in the Second Schedule and identified on the attached plan. Any use /operation which is materially different from that described, or which relates to any other land, may result in a breach of planning control which is liable to enforcement action by the local planning authority.

Plan

This is the plan referred to in the Lawful Development Certificate dated: **01 September 2026**

by **L Douglas**

Land at: The Park, Wexham Road, Buckinghamshire SL2 5QR

Reference: APP/N0410/X/24/3354729

Scale: Not to Scale

