



General Licensing Committee

Date: Wednesday, 28 January 2026
Time: 11.30 am
Venue: Council Chamber, County Hall, Dorchester, DT1 1XJ

Members (Quorum: 3)

Derek Beer (Chair), Louise Bown (Vice-Chair), Les Fry, Jill Haynes, Jack Jeanes, Cathy Lugg, Craig Monks, David Morgan, Emma Parker, David Shortell, Jane Somper, Andrew Starr, Claudia Webb, Kate Wheller and Sarah Williams

Chief Executive: Catherine Howe, County Hall, Dorchester, Dorset DT1 1XJ

For more information about this agenda please contact Democratic & Governance Services Meeting Contact 01305 224709 - megan.r.rochester@dorsetcouncil.gov.uk

Members of the public are welcome to attend this meeting, apart from any items listed in the exempt part of this agenda. If you would like to attend this meeting and have any specific requirements please contact the Democratic Services Officer named above.

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Agenda

Item		Pages
1.	APOLOGIES To receive any apologies for absence.	
2.	MINUTES To confirm the minutes of the meeting held on Wednesday 21 st May 2025.	5 - 10
3.	DECLARATIONS OF INTEREST To disclose any pecuniary, other registrable or non-registrable interests as set out in the adopted Code of Conduct. In making their disclosure councillors are asked to state the agenda item, the nature of the interest and any action they propose to take as part of their declaration.	

If required, further advice should be sought from the Monitoring Officer Public Document Pack Public Document Pack in advance of the meeting.

4. PUBLIC PARTICIPATION

Representatives of town or parish councils and members of the public who live, work, or represent an organisation within the Dorset Council area are welcome to submit either 1 question or 1 statement for each meeting. You are welcome to attend the meeting in person or via MS Teams to read out your question and to receive the response. If you submit a statement for the committee this will be circulated to all members of the committee in advance of the meeting as a supplement to the agenda and appended to the minutes for the formal record but will not be read out at the meeting. The first 8 questions and the first 8 statements received from members of the public or organisations for each meeting will be accepted on a first come first served basis in accordance with the deadline set out below. Further information read [Public Participation - Dorset Council](#)

All submissions must be emailed in full to megan.r.rochester@dorsetcouncil.gov.uk by 8.30am on Monday 26th January 2026.

When submitting your question or statement please note that:

- You can submit 1 question or 1 statement.
- a question may include a short pre-amble to set the context.
- It must be a single question, and any sub-divided questions will not be permitted.
- Each question will consist of no more than 450 words, and you will be given up to 3 minutes to present your question.
- when submitting a question please indicate who the question is for (e.g., the name of the committee or Portfolio Holder)
- Include your name, address, and contact details. Only your name will be published but we may need your other details to contact you about your question or statement in advance of the meeting.
- questions and statements received in line with the council's rules for public participation will be published as a supplement to the agenda.
- all questions, statements and responses will be published in full within the minutes of the meeting.

5. MARKET AGREEMENT FOR THE PROVISION OF FAIRFIELD AND CORNHILL MARKETS, DORCHESTER

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To consider the council entering into a concession agreement, as set out in draft in Appendix 1, with Dorchester Town Council for the provision of Fairfield and Cornhill Markets.

6. URGENT ITEMS

To consider any items of business which the Chairman has had prior notification and considers to be urgent pursuant to section 100B (4) b) of the Local Government Act 1972. The reason for the urgency shall be recorded in the minutes.

7. EXEMPT BUSINESS

To move the exclusion of the press and the public for the following item in view of the likely disclosure of exempt information within the meaning of paragraph 3 of schedule 12 A to the Local Government Act 1972 (as amended). The public and the press will be asked to leave the meeting whilst the item of business is considered.

There are no exempt items scheduled for this meeting.

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GENERAL LICENSING COMMITTEE

MINUTES OF MEETING HELD ON WEDNESDAY 21 MAY 2025

Present: Cllrs Derek Beer (Chair), Les Fry, Jill Haynes, Jack Jeanes, Cathy Lugg, Craig Monks, Emma Parker and David Shortell

Present remotely: Cllr Kate Wheller

Apologies: Cllrs Louise Bown, David Morgan, Claudia Webb and Sarah Williams

Officers present (for all or part of the meeting):

Lara Altree (Senior Lawyer - Regulatory), Laura Brewer (Service Manager for Food, Safety and Port Health), Joshua Kennedy (Democratic Services Officer), John Newcombe (Service Manager for Licensing & Community Safety), Aileen Powell (Licencing Team Leader) and Megan Rochester (Senior Democratic Services Officer).

1. Minutes

The minutes of the previous meeting held on Monday 17th March 2025 were confirmed and signed.

2. Declarations of Interest

There were no declarations of interest.

3. Public Participation

There was no public participation.

4. PUBLICATION OF DRAFT PLEASURE BOAT, VESSEL AND BOAT PERSON LICENSING POLICY FOR CONSULTATION

John Newcombe, the Service Manager Licensing and Community Safety, presented the report and outlined the proposal. He confirmed that consultation had taken place with the Harbour Manager and other partners. A draft policy had been prepared and was due to be circulated for review. He clarified that no recommendation for approval was being made at that stage, with the intention of bringing the existing licensing regime up to date.

The consultation process had been arranged with the Consultation Team and was due to commence shortly. Officers stated that responses would be

brought back to the committee along with any proposed changes, providing an opportunity for further discussion.

Cllr Derek Beer noted that there had been serious incidents in recent years involving crafts operated by untrained crews.

Cllr Les Fry commended the policy, noting its detail. He asked whether any existing policies or forms were in place and encouraged placing responsibility on applicants wherever possible.

Cllr Kate Wheller raised concerns about the increasing number of jet skis being hired out and highlighted potential risks, particularly in cases involving unregulated organisations.

Officers confirmed that jet skis fell under Category 1 and that an operator's licence was required. They further advised that a basic level of training was mandatory for users. A robust regulatory regime had been in place to assess the suitability of hire boats, supported by extensive conditions developed and refined over a number of years

Cllr Derek Beer requested clarification on the origin and approval process of inspectors. Officers responded that there was an approved list.

Cllr Jill Haynes praised the report for its comprehensiveness and sought clarification on the specific areas within the Council's control and those that were not.

Proposed by Cllr Jill Haynes, seconded by Cllr Les Fry.

Decision: The committee:

- a) agreed the proposed draft Pleasure Boat, Vessel and Boatperson Licensing Policy for public consultation.
- b) authorised the Service Manager Licensing & Community Safety to make any further minor editorial changes to the proposed policy, prior to the document being issued for consultation

5. **BYELAWS FOR THE REGULATION OF BUSINESSES INVOLVED IN ACUPUNCTURE, TATTOOING, SEMI-PERMANENT SKIN COLOURING, COSMETIC PIERCING, AND ELECTROLYSIS – PUBLICATION OF BYELAWS FOR CONSULTATION**

Laura Brewer, The Service Manager for Food, Safety and Port Health, presented the report, outlining the proposed changes. Historically, the regulation had been managed through separate byelaws made under the Local Government (Miscellaneous Provisions) Act 1982, with separate byelaws for ear piercing and electrolysis, acupuncture, and tattooing.

In 2003, the Local Government Act made an amendment to the Local Government (Miscellaneous Provisions) Act replacing the term “ear piercing” with “cosmetic ear piercing” and introducing a new practice of semi-permanent skin colouring.

The Department of Health in 2007, introduced a consolidated set of model byelaws that local authorities could adopt to simplify regulatory frameworks. The departments of health model byelaws were adopted by two of the five legacy councils, West Dorset District Council and Weymouth and Portland Borough Council.

When the council came together in 2019 under local government reorganisation, only piercers under the Legacy Byelaws of the area where they were operating could have been regulated. This has meant there has been discrepancies in which practices can be regulated based on where they are carried out.

In 2022 The Health and Care Act introduced plans for a licensing scheme for aesthetic practitioners completing non-surgical cosmetic procedures who operate in England.

The wording of the act meant that local authorities were under the impression that these new licensing regulations would include current piercing practices regulated under the byelaws.

Unfortunately, when the subsequent consultation came out in 2023 it was clear that the Government did not intend that this licensing scheme would incorporate piercing practices already covered by local government byelaws.

Therefore, now in a position where we need to adopt the Department of Health model byelaws for piercing practices across the whole of Dorset council's footprint removing inconsistency in enforcement. The proposed Dorset Council Byelaws had been put together which could be found at Appendix A.

Cllr Cathy Lugg asked how long businesses would be given to register under the new scheme. Officers confirmed that business owners would be issued updated registration documents for public display.

Cllr Craig Monks inquired whether adopting and updating the byelaws would bring the council in line with neighbouring authorities and questioned whether the changes would affect small businesses in the area. Officers advised that both BCP and Wiltshire Councils had been consulted. While some councils had adopted the model byelaws and others had not, Dorset Council would not have been out of step with neighbouring authorities.

Cllr David Shortell highlighted the need for practices to be registered both as businesses and for individual practitioners.

Cllr Kate Wheller sought clarification on what would be regarded as an adequate level of sterilisation and requested information on the frequency of inspections going forward.

Proposed by Cllr Craig Monks, seconded by Cllr Jill Haynes.

Decision: The committee:

- a) agreed that the proposed skin piecing Byelaws be published for consultation.
- b) authorised the Service Manager for Food, Safety and Port Health to make any minor editorial changes to the proposed Byelaws, prior to the document being issued for consultation.
- c) recommended to Full Council that the Byelaws be adopted unless the consultation has resulted in significant proposed changes to the Byelaws in which case these will be brought back to your committee to ratify.

6. WEYMOUTH TARIFF INCREASE

Aileen Powell, Licensing Team Leader, introduced the report and outlined the recommendations. It was proposed that the matter be put forward to the relevant Cabinet Member and, if approved, proceed to consultation with the trade. It was noted that the consultation period would be relatively short, as most stakeholders were likely already aware of the proposals. An additional recommendation had been included: if no responses were received during the initial consultation, permission would be sought to proceed directly to public consultation.

Cllr Jill Haynes requested that the report clearly state the proposed fee was £6, to ensure transparency and clarity for the public.

Cllr Jack Jeanes sought clarification on the definition of a soiling charge.

Proposed by Cllr Les Fry, seconded by Cllr Craig Monks.

Decision: That the committee:

- a) recommend to the Cabinet Member and Portfolio Holder the new tariffs for the Weymouth hackney carriage zone as set out at Appendix 3.
- b) recommend to the Cabinet Member and Portfolio Holder that the trade consultation of the new tariffs is commenced.

- c) recommend to the Cabinet Member and Portfolio Holder that if no trade responses are received the public consultation advertisement is proceeded with.

7. **URGENT ITEMS**

There were no urgent items.

8. **EXEMPT BUSINESS**

There was no exempt business.

Duration of meeting: 10.00 - 10.49 am

Chairman

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General Licensing Committee

28 January 2026

Market Agreement for the provision of Fairfield and Cornhill Markets, Dorchester For Decision

Cabinet Member:

Cllr G Taylor, Health and Housing

Local Councillor(s): Cllrs S Jones; R Major; R Biggs; A Canning; L Fry

Senior Leadership Team:

S Crowe, Director of Public Health & Prevention

Report author and job title: Graham Duggan, Head of Regulatory Services

Email: graham.duggan@dorsetcouncil.gov.uk

Statutory Authority: Royal Charter, 22 September 1630

Report status: Public (the exemption paragraph is N/A)

Executive summary

1.

- 1.1 The historic right to hold a market in Dorchester was confirmed by Royal Charter in 1630. Since February 1984, West Dorset District Council (later Dorset Council) and Dorchester Town Council have jointly managed the market. Management was initially through a Joint Committee. In 2001, day to day responsibility for Fairfield market was leased to Ensors, the current market operator. The Joint Committee was replaced with an Informal Joint Panel that oversaw this arrangement. Ensor's lease terminates on 2 April 2026, after which Dorchester Town Council will assume direct management under a concession agreement with Dorset Council. This report seeks your approval to enter into the concession agreement with the Town Council.

2. **Recommendation**

- 2.1 To approve the Council entering into a concession agreement, as set out in draft in Appendix 1, with Dorchester Town Council for the provision of Fairfield and Cornhill Markets.

3. Reason for the recommendation

- 3.1 To ensure effective arrangements for the provision of Dorchester Markets and satisfactory governance arrangements between the parties.

4. Report

- 4.1 Dorchester's historic right to hold a market was confirmed by a 1630 Royal Charter. Following local government reorganisation in 1974, a dispute between West Dorset District Council and Dorchester Town Council arose over which authority held the market rights. On 24 February 1984, the parties entered into an agreement providing that the day-to-day operation of the market should be jointly managed ("the 1984 Agreement"). A Joint Committee was established to manage the market as per the terms of reference set out in Schedule 6 of the 1984 Agreement.
- 4.2 On 26 June 2001, a 25-year lease was granted to T. Ensor and Son (Dorchester) Limited ("Ensors") in order that they might administer the operation of the Markets on the Fairfield Market Site on Weymouth Avenue, Dorchester. The lease transferred many of the powers previously exercised by the Dorchester Markets Joint Committee to Ensors in order that they could operate the Market as a business. This substantially reduced the powers and functions of the Dorchester Markets Joint Committee. It was agreed that the Dorchester Markets Joint Committee be dissolved and replaced with the Dorchester Markets Informal Joint Panel (the Panel). The agreement was completed and dated 18 November 2010.
- 4.3 On the 1 April 2019, Dorset Council succeeded West Dorset District Council.
- 4.4 The lease to Ensors terminates on 2 April 2026. The parties agree that the Town Council should take over the day-to-day management of the Dorchester Markets (Fairfield and Cornhill) subject to the terms and conditions of a Concession Agreement which is presented in Appendix 1 for your consideration today. The Agreement enables the Town Council to organise and operate the markets including the selection of traders. Governance of the arrangement will still be achieved through the Panel whose terms of reference have recently been updated and approved by Full Council to reflect the changed arrangements.
- 4.5 The Concession Agreement has been drafted by the Council's Legal Services, and the draft was considered by the Panel at its meeting on 13 November 2025, where it was referred for approval by both councils. The Town Council considered the matter at its Policy Committee on 17 November 2025 where it recommended approval of the agreement.

5. **Alternative options considered**

- 5.1 Dorchester Markets Informal Joint Panel has considered the options for the operation of the markets after the Ensors lease finishes. This included tendering for a new operator. However, the market is limited, and the preferred option retains all income with the councils and increases operational flexibility. It is their considered opinion that the best option for the future prosperity of the markets, and both councils, is for Dorchester Town Council to take on operational responsibility through a Concession Agreement with Dorset Council.

6. **Legal considerations**

- 6.1 The draft Concession Agreement has been produced by Legal Services and considered by both councils.

7. **Financial implications**

- 7.1 Under the proposal, financial management for the markets would transfer to Dorchester Town Council from Dorset Council. There is no anticipated financial impact from the proposal.

8. **Natural environment, climate & ecology implications**

- 8.1 The sale of goods within urban centres can reduce the need for travel and lessen carbon footprint.

9. **Well-being and health implications**

- 9.1 Thriving market environments can be a valuable community asset as a place to meet, eat, and greet. The sale of fresh, healthy foodstuffs at competitive prices can support people in managing their budgets.

10. **Other implications**

- 10.1 Economic impact – supporting small traders and adding vitality to the local area, increasing shopper footfall.

11. **Risk implications**

- 11.1 HAVING CONSIDERED: the risks associated with this decision; the level of risk has been identified as:

Current Risk: Medium

Residual Risk: Low

12. **Equalities**

12.1 There are no equality impacts.

13. **Appendices**

13.1 Appendix 1 – Draft Concession Agreement.

14. **Background papers**

14.1 Terms of Reference for Dorchester Markets Informal Joint Panel.

DATED

Dorset Council

and

Dorchester Town Council

and

**Stella Jones – Chair of Dorset Council, Les Fry – Vice-Chair of Dorset Council,
Andy Canning – Mayor of Dorchester and Robin Potter – Deputy Mayor of
Dorchester (Trustees)**

Market Agreement

for the provision of the Fairfield and Cornhill Markets

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This contract is dated **[INSERT]**

Parties

- (1) **DORSET COUNCIL** whose principal place of business is at County Hall, Colliton Park, Dorchester, Dorset DT1 1XJ (**Dorset Council**)
- (2) **DORCHESTER TOWN COUNCIL** whose principal place of business is 19 North Square, Dorchester, Dorset, DT1 1JF (**Market Manager**)
- (3) **STELLA JONES** as Chairman of Dorset Council and **LES FRY** as Vice Chairman of Dorset both care of County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ together with **ANDY CANNING** as Mayor of Dorchester Town Council and **ROBIN POTTER** as Deputy Mayor of Dorchester Town Council both care of 19 North Square, Dorchester, Dorset, DT1 1JF and **[Trustees]**

Background

- A) As from 1 April 2019, Dorset Council is the statutory markets authority for the county of Dorset and is the owner of the Fairfield Market Site, the Cornhill Market Site and the Market and Fair Rights in the town of Dorchester and in such capacities is vested with the rights and duties of holding, regulating, managing and controlling all markets and fairs in said town.
- B) Dorset Council intends to grant Dorchester Town Council a licence to hold markets in the town of Dorchester at the Market Sites on the Designated Days and to delegate the management and operation of such markets to Dorchester Town Council for the Licence Period.
- C) To the extent that the Fairfield Market Site has been leased to the Trustees, the Trustees enter into this agreement to consent to the grant of the rights to Dorchester Town Council.
- D) Dorset Council intends to reserve to itself the freehold ownership of the Fairfield Market Site, the Cornhill Market Site and the Market and Fair Rights and in its capacity as the market authority, Dorset Council retains all the rights accorded to such ownership including the right to establish any new markets within its area and the right to suppress any undertakings established or likely to be established by rival operators within the Common Law Distance.
- E) The day-to-day management of the Markets shall otherwise be governed by the Town Council.

Agreed terms.

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

1984 Agreement: the agreement dated 24th February 1984 between West Dorset District Council and Dorchester Town Council.

Common Law Distance: the radius of six and two thirds' miles from the Markets within which it is a disturbance to establish a new Market.

Cornhill Market: the market to be held at the Cornhill Market Site or such other area as is from time to time designated in writing by Dorset Council for the Town Council's use under this agreement in accordance with clause 3.

Cornhill Market Site: that part of the pedestrianised highway at Cornhill/South Street, Dorchester shown edged RED on the Plan.

Commencement Date: 3rd April 2026.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the use of which is necessary for obtaining access to and egress from the Markets as designated from time to time by Dorset Council.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Designated Days: For Fairfield Market on Wednesday and Sunday each week, and for Cornhill Market, up to 7 days each week.

Fairfield Market: the market to be held on the Fairfield Market Site or such other area as from time to time is designated in writing by Dorset Council for the Town Council's use under this agreement in accordance with clause 2.

Fairfield Market Site: the land and buildings at Fairfield Market shown edged RED on the Plan which shall include all fixtures, fittings, plant, and machinery thereon.

Licence Period: the period from and including the Commencement Date until the date on which this licence is determined in accordance with clause 9.

Market and Fair Rights: the right confirmed by Charter dated 22nd September 1629 of King Charles I to have, hold, use and enjoy within the Borough of Dorchester such markets, fairs, liberties, franchises, privileges and pre-eminence

whatsoever as had hitherto been held, used or enjoyed together with the tolls, rents, stallages, piccages, profits, emoluments, liberties free customs, franchises and other such rights whatever belonging to or appertaining to or arising from the markets held and exercised by Dorset Council in Dorchester together with the liberty for Dorchester Town Council as agent for Dorset Council to demand, sue, recover or receive the above tolls, rents, stallages, piccages, profits and emoluments whatever by all or any lawful means.

Markets: means the Fairfield Market and Cornhill Market together, or one or other if the context requires.

Market Panel: means the Dorchester Market Informal Joint Panel a joint panel constituted of three (3) elected members appointed by Dorchester Town Council and three (3) members of Dorset Council (except where such an appointment would result in an appointee being a member of the Town Council) and operated in accordance with the Terms of Reference in Schedule 2 and the Financial Regulations in Schedule 3.

Market Sites(s): and such area or areas within the Fairfield Market Site and the Cornhill Market Site as shown edged red on the Plan or such other areas as may from time to time designated in writing by Dorset Council for the Town Council's use under this agreement in accordance with clause 3.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations, and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: as a public market as sue generis use, as at the date this licence is granted.

Plan: the plan attached to this licence marked "Plan".

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery, and equipment ancillary to those media.

Stall Holders: individuals or organisations who enter into agreement with the Town Council for the right to have a stall at one of the Markets.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including**, **include** for **example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.13 A **working day** is any day which is not a Saturday, a Sunday, a Bank Holiday, or a public holiday in England.

2. Licence to occupy

- 2.1 In consideration of the payments to be made by the Town Council to Dorset Council pursuant to clause 9, and subject to the terms and conditions hereafter, Dorset Council permits the Town Council the right to hold a market(s) on the Market Sites for the Licence Period on the Designated Days together with the rights mentioned in Schedule 1.
- 2.2 The Town Council acknowledges that:

- (a) the Town Council shall occupy the Market Sites as a market manager and that no relationship of landlord and tenant is created between Dorset Council and the Town Council by this licence;
- (b) Dorset Council retains control, possession and management of the Market Sites and the Town Council has no right to exclude Dorset Council from the Market Sites;
- (c) the licence to occupy granted by this agreement is personal to the Town Council and is not assignable and the rights given in clause 2 may only be exercised by the Town Council and its employees and the Stall Holders.

3. Adjustments to the Market Sites

- 3.1 Subject to clauses 3.2, 3.3 and 3.4 below, Dorset Council reserves the right to vary, reduce, expand or reconfigure the extent, layout or location of the Market Sites provided that the Town Council shall continue to be granted a licence to occupy an area of reasonably equivalent utility within the town of Dorchester for the Permitted Use.
- 3.2 Dorset Council shall not exercise the right under clause 3.1 without first consulting the Market Panel (except in cases of emergency). The views of the Market Panel shall be considered in good faith, but the final decision shall rest with Dorset Council.
- 3.3 Dorset Council shall give the Town Council reasonable prior written notice of any adjustment to the Market Sites (except in cases of emergency) being;
 - (a) not less than 30 days' notice for any adjustment within the Fairfield Market Site or the Cornhill Market Site; and
 - (b) not less than 6 months' notice in respect of any relocation of the market to a Market Site outside of the Fairfield Market Site or Cornhill Market Site.
- 3.4 Dorset Council shall not exercise its right under clause 3.1 as regards an adjustment to the Market Sites to an area outside of the Fairfield Market Site or the Cornhill Market Site (as appropriate) unless such adjustment is reasonably required for the redevelopment of the relevant site.
- 3.5 Following any adjustment to the Market Sites pursuant to clause 3.1 above, Dorset Council shall provide the Town Council with an updated plan or description of the revised Market Sites. The terms of this agreement shall apply to the revised Market Sites as if it were the original Market Sites.

- 3.6 The Town Council shall not be entitled to any compensation, damages, or other remedy in respect of any adjustment made in accordance with this clause 3, provided that the revised Market Sites remains suitable for the Permitted Use.
- 3.7 The Town Council shall co-operate with Dorset Council and take all reasonable steps to facilitate any adjustment to the Market Sites pursuant to this clause 3 including relocating within the Fairfield Market Site and the Cornhill Market Site or to another area within the local area if required.

4. Variation of Designated Days

- 4.1 The Market Panel may request a variation to the Designated Days for Fairfield Market.
- 4.2 Any such request shall be made in writing to Dorset Council, setting out the proposed variation and the reasons for it.
- 4.3 Dorset Council shall consider the request in good faith and shall respond with 30 days of receipt. Dorset Council may approve the request or reject, giving reasons in writing.
- 4.4 Any variation to the Designated Days under this clause shall not affect the terms of this agreement, which shall continue in full force and effect.

5. Dorchester Town Council Obligations

- 5.1 The Town Council agrees and undertakes to:
- (a) Exercise day to day control and management of the Fairfield Market and tolls at the sites and locations on which the same are existing or entitled at the 1 October 1978;
 - (b) Exercise day to day control and management of Cornhill Market (or oversee an agent appointed for the purpose);
 - (c) Decide on and publicise hours of opening for each Market on the Designated Days;
 - (d) Appoint and enter into agreements or licences with the Stall Holders;
 - (e) Provide for the nature and arrangement of stalls;
 - (f) Arrange necessary insurance pertaining to Market days, including but not limited to, Public Liability insurance;
 - (g) Provide financial operating accounts for the markets, production of annual accounts and trading surplus distribution all of which shall be reported to the Market Panel;

- (h) Provide democratic and administrative support services to the Market Panel;
- (i) to keep, or make arrangement for, the Markets to be kept, clean, tidy, and clear of rubbish;
- (j) not to use, or allow the Markets to be used, other than for the Permitted Use;
- (k) not to cause any damage to the Market or neighbouring properties;
- (l) not to do or permit to be done on the Markets anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Dorset Council or any owner, occupier, or user of neighbouring properties;
- (m) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (n) to put in place and be responsible for complying with all Necessary Consents required to operate the Markets;
- (o) Report regularly to the Market Panel.
- (p) to observe any reasonable rules and regulations the Market Panel makes and notifies to the Town Council from time to time governing the Town Council's use of the Markets and the Common Parts;
- (q) to indemnify Dorset Council and keep Dorset Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from:
 - (i) use of the Markets;
 - (ii) any breach of the Town Council's undertakings contained in clause 5; and/or
 - (iii) the exercise of any rights given in clause 2.

6. Dorset Council Obligations

6.1 Dorset Council agrees and undertakes:

- (a) to maintain infrastructure that form part of the Markets at the Commencement Date, see Schedule 4;
- (b) to not to do anything that will or might constitute a breach of any Necessary Consents affecting the Markets;

7. Alterations to the Market Sites

- 7.1 The Town Council must not make any alteration or addition to the Market Sites without the prior written consent of Dorset Council.

8. Role of Dorchester Markets Informal Joint Panel “Market Panel”

- 8.1 The Market Panel shall operate in accordance with the terms of reference set out in Schedule 2.
- 8.2 The Market Panel shall be responsible for:
- (a) Making policy in respect of financial matters including review of rents, fees, tolls and charges relating to market operations and other arrangements referred to in Clause 5 and Schedule 3 of the 1984 Agreement;
 - (b) Exercising any other powers resulting from the Market Charter including the levying of fees for markets within the prescribed distance of the Charter Market;
 - (c) To report regularly and on demand to both Councils with oversight on the performance of the markets.

9. Financial Arrangements

- 9.1 The agreement is that:
- The Town Council receive all costs for running, maintaining and administration of the Markets;
 - The Town Council receive all allowable income from relevant leases and car park income;
 - Any relevant costs or expenses of the Market Panel are met;
 - The remaining sum is treated as profit and divided in the ratio 65:35 between Dorset Council and Dorchester Town Council.

10. Termination

- 10.1 This licence shall end on the earliest of:
- (a) 10 years from the Commencement Date;
 - (b) at the expiry of reasonable notice given by the Market Panel to the Town Council to terminate this agreement; and

- (c) the expiry of not less than six months' notice given by the Market Panel to the Town Council at any time on breach of any of the Town Council's obligations contained in clause 4.

10.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

11. Notices

11.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

11.2 If a notice complies with the criteria in clause 11.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice [or other communication] is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.4 A notice given under this licence is not valid if sent by e-mail or fax.

12. No Warranties for Use or Condition

12.1 Dorset Council gives no warranty that the Markets possesses the Necessary Consents for the Permitted Use.

12.2 The Town Council acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of Dorset Council before the date of this licence as to any of the matters mentioned in clause 12.1.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. Limitation of DORSET COUNCIL Liability

13.1 Subject to clause 13.2, DORSET COUNCIL is not liable for:

- (a) the death of, or injury to the, its employees, customers, or invitees to the Markets; or
- (b) damage to any Markets of the Market Manager or that of the Market Manager's employees, customers, or other invitees to the Markets; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Market Manager or the Market Manager's employees, customers or other invitees to the Markets in the exercise or purported exercise of the rights granted by clause 2.

13.2 Nothing in clause 13.1 shall limit or exclude DC's liability for:

- (a) death or personal injury or damage to Markets caused by negligence on the part of DC or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for DC to exclude or restrict liability.

14. Third Party Rights

14.1 This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

15. Governing Law

15.1 This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16. Jurisdiction

16.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 - Rights Granted to Market Manager

1. The right for the Market Manager to use the Markets on the Designated Days:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Markets as shall from time to time be designated by Dorset Council for such purpose.
 - 1.2 The Service Media serving the Markets.

Schedule 2 - Market Panel Terms of Reference

(a) This Market Panel will conduct its functions subject to the Market Agreement dated **INSERT** between Dorchester Town Council, Dorset Council and the Dorchester Markets Trustees and any subsequent variation, renewal, or replacement of the agreement.

(b) The Market Panel shall be constituted as follows:

- I. Three (3) elected members to be appointed by Dorchester Town Council.
- II. Three (3) elected members to be appointed by Dorset Council of whom two (2) should preferably represent wards wholly or predominantly within the Dorchester Town Council area - provided that such appointments do not result in the appointee also being a member of Dorchester Town Council.

If a Dorset Council appointee subsequently becomes a member of Dorchester Town Council, they shall cease to be a member of the Market Panel. Dorset Council shall then consider appointing a replacement who is not a member of Dorchester Town Council.

If it is not possible to appoint two members from wards within the Dorchester Town Council area, Dorset Council may instead appoint members from wards wholly or predominantly within a six and two third miles radius of the Fairfield Market reference point as shown on the plan annexed at Schedule 5.

If it is still not possible to appoint members under the above criteria, Dorset Council may appoint members from any ward within the Dorset Council area.

(c) Management duties of the Market Panel will be;

1. To ensure that the operator employs suitable and sufficient resources to deliver an appropriate market function.
2. To arrange the settlement of financial matters, review of rents, fees, tolls, and charges relating to the market operation, subject to the budget and other arrangements referred to in the 1984 Agreement relating to Dorchester Market.
3. To determination of the frequency of meetings and meeting arrangements for the Market Panel.

(d) Operational duties of the Market Panel will be;

1. To ensure effective day to day control and management of the markets and tolls at the sites and locations on which the same are existing or entitled at the 1 October 1978.
2. To determine and apply the hours of opening.
3. To ensure effective arrangements for the satisfactory layout of the markets including the arrangement of stalls.
4. To ensure that appropriate and satisfactory agreements and licences are in place for market tenants.
5. To ensure that adequate insurance is in place for Market days and operations.

(e) Duties of the Market Panel that will be exercised in conjunction with Dorchester Town Council and/or Dorset Council will be;

1. The grant or renewal of leases, tenancies, etc. relating to the operation of the Market on designated days for periods not exceeding 3 years.
2. Ensuring that Market structures and infrastructures are maintained in a good state of repair.
3. Matters affecting food hygiene, food safety and health and safety at work requirements (subject to the powers and duties of Dorset Council under the relevant statutes and at common law).
4. The temporary or permanent extension of days on which markets operate.

5. The arrangements for market vehicle parking and associated car parks on market days.
6. Oversight of the incurring of all items of expenditure and as to income, the fixing of all charges, subject to the provisions and procedures as provided in the Financial Regulations.
7. Complying with the requirements of financial and audit regulations and policies.
8. The making of byelaws and regulations governing the use of the market.
9. Prosecution under market byelaws and legal proceedings within the purview of the Market Panel subject to proper legal advice.

Schedule 3 - Market Panel Financial Regulations

ESTIMATES

1. Capital Expenditure. Estimates of Capital Expenditure shall be submitted to the Panel by the 30 November in each year covering the requirements for the following financial year, 1 April to 31 March. The Estimates shall be in the form decided by the Panel and in particular will indicate the intentions as to the financing of such expenditure. The Estimates shall be submitted to the Dorset Council in accordance with current rules and regulations relating to capital expenditure. If such expenditure is to be financed by loan and approved, then Dorset Council shall be the authority responsible for raising the necessary loans. The costs and the amount of instalments of principal and interest shall be a charge to the Revenue Account covering the expenditure of the undertaking and for this purpose the Treasurer of Dorset Council will notify such officer of the constituent authority who is at the time charged with the duty of preparing the estimates and maintaining the accounts of the

undertaking (hereinafter referred to as the 'appropriate officer') by the 31 December in each year.

2. The estimates of Capital Expenditure, after acceptance by the Panel shall be submitted to the constituent authorities for approval.
3. Revenue Expenditure and Income. The Estimates shall be prepared by the appropriate officer and submitted to the Panel by 31 January in each year. They will include details of the actual income and expenditure for the previous financial year; the original and revised estimates for the current financial year; and the estimates for the following financial year.
4. Details of expenditure will include specific details of Capital Expenditure proposed to be defrayed from Revenue, major repairs and other special items, and major new equipment; and details of Revenue Expenditure covering employees, premises, supplies and services, transport and establishment (including charges made by the constituent authorities for work carried out by the officers and employees of those authorities, including the costs of the internal audit) external audit, property and other insurances and contingency items.
5. Details of Income will be included covering monies received from market tolls, stallages, market car parking, rents, and other income properly due to the Undertaking.
6. If a surplus is disclosed then the amounts of the share due to the constituent authorities shall be shown. Directly the Estimates have been accepted by the Panel they will, with appropriate supporting information, be submitted to the constituent authorities for approval.

EXPENDITURE

7. No expenditure can be incurred by the Panel until the Estimates, or Supplementary Estimates as the case may be, have been approved by the constituent authorities.
8. Except as provided below, no expenditure shall be incurred on a proposal for which no provision is made in the approved Estimates without a Supplementary Estimate first being approved by the Panel.

PROVIDED that Supplementary Estimates shall not be required and expenditure may be incurred without further approval: -

- (i) To meet increases in costs of salaries and wages and authorised expenses arising as a result of awards by a national negotiating body;
 - (ii) To meet unavoidable increases in the cost of day-to-day items included in the Estimates; and
 - (iii) With the consent of the Chairman and the Vice Chairman of the Panel on a report from the appropriate officer to cover the cost of urgent repairs to prevent damage to or deterioration of premises or to remove danger, or any unforeseen purpose where they are satisfied that delay would be detrimental to the best interest of the Panel. Any action under this sub-paragraph to be reported to the next meeting of the Panel.
9. Expenditure provided for In the Estimates shall only be incurred after approval by the Panel except that approval by the Panel of their Estimates shall unless they otherwise decide to be deemed to be approval for the appropriate officer to incur expenditure upon: —

- (i) Salaries and wages and any other expenses of staff employed within the approved establishment.
- (ii) Claims which by statute have to be met.
- (iii) Repairs and maintenance of buildings, grounds, and equipment.
- (iv) Normal day-to-day requirements of the service including works and replacement of equipment except those specifically shown in the Estimates as items of a special category.

INCOME

- 10. The Panel shall be empowered from time to time to fix charges in connection with the Market without prior reference to the constituent authorities.

EQUIPMENT STORES AND CASH

- 11. The care, custody and control of any equipment stores, and cash held for the purpose of the Market shall be under the control of the appropriate officer and such records and inventories shall be kept as appropriate to ensure efficient control and their safe custody.
- 12. If it appears to any Chief Officer of a constituent authority that there are deficiencies of equipment, stores or cash, which cannot be accounted for to his/her satisfaction then, after a report of the matter to the Treasurer of Dorset Council the Treasurer shall make a report to the Panel. In the case of any deficiency of cash immediate action can be taken by the Clerk of the Panel, the Town Clerk, and Dorset Council Treasurer, as they think fit. Provided that where the amount involved other than cash does not exceed £1000, the Treasurer after consultation with the Chief Officer of the appropriate constituent authority, without prior reference to the Markets Joint Committee, may authorise the item and or items to be written off and make a report to a subsequent meeting of the Panel.

MOVEABLE PROPERTY

13. Any disposal of moveable property is subject to the prior consent of the Panel unless it does not exceed in value £1000. In which case such disposal can be authorised in writing by the Clerk to the Panel (in consultation with the Town Clerk) providing such disposal is by public tender or auction or such alternative method which best serves the interest of the Panel.
14. Any disposal to Members or officers of either of the constituent authorities must first be authorised by the Panel.
15. Provided that this regulation shall not apply to goods sold to the public generally as a normal day to day activity of the market undertaking.

FINANCIAL ARRANGEMENTS

16. Any surplus or deficit incurred with the market undertaking shall be apportioned on a yearly basis as to 65% to the Dorset Council and 35% to the Dorchester Town Council.
17. By 30th June in each year a distribution of the surplus for the preceding financial year less any payment made on account for the first half year shall be paid to each constituent authority. The payments to the constituent authorities shall be in the proportions provided for in paragraph (1).

REPAIRS AND RENEWALS FUND

18. The Panel shall be empowered to set up a Repairs and Renewals Fund under the Local Government Act 1972.

EMPLOYEES

19. Unless and until the Panel become the employers of all persons employed in connection with the Market they shall continue to be employed by the present constituent authorities. The Panel shall refund to either of the constituent authorities the cost of any whole or part-time staff engaged on market duties including agreed sums for Professional, Administrative and

Clerical Staff employed on work in connection with the market undertaking as part of their normal duties for the respective constituent authorities. Any agreed sums shall be a proper revenue charge to the undertaking.

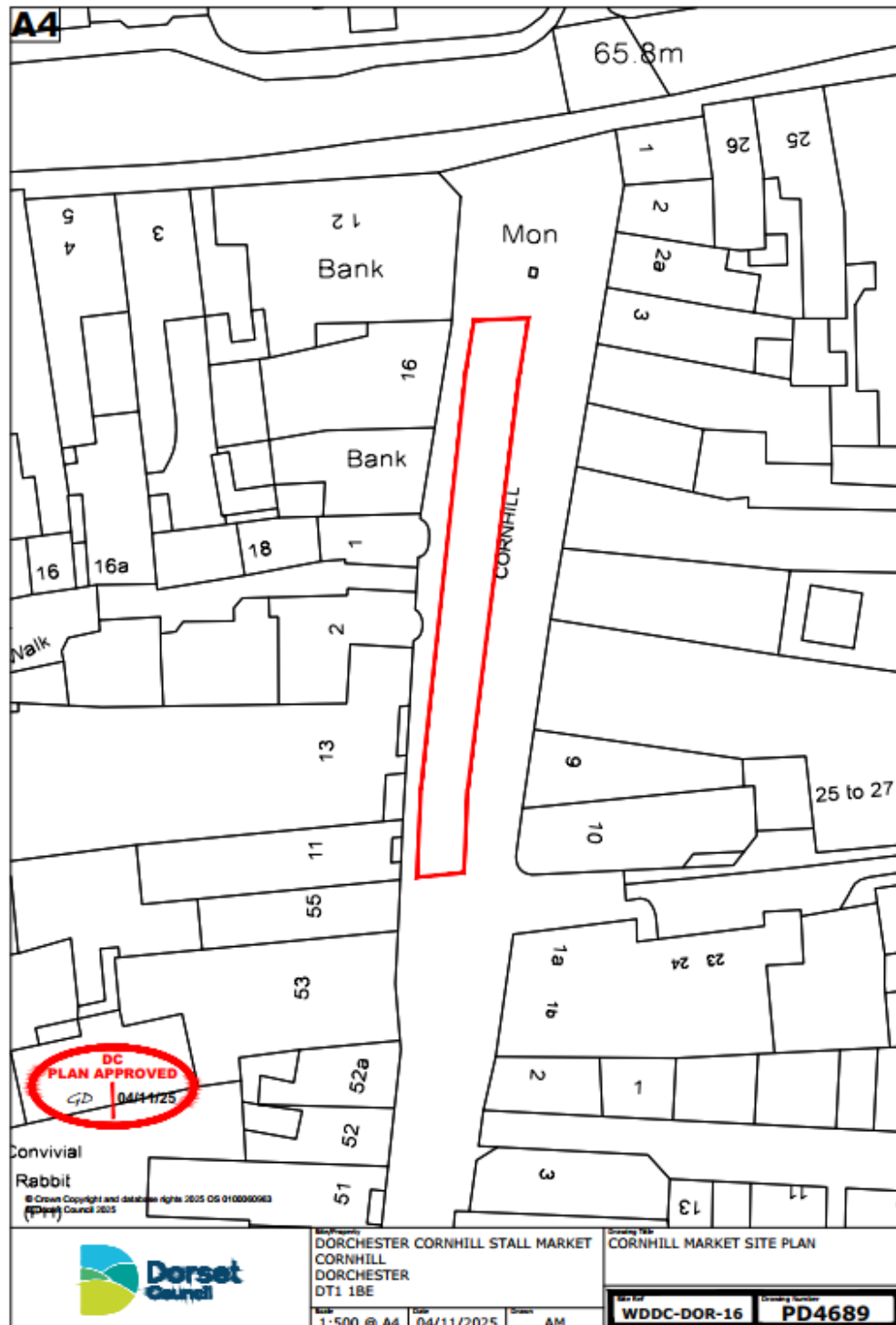
ORDERS FOR THE SUPPLY OF GOODS OR SERVICES

20. Except as provided below no commitment to expenditure shall be incurred by any officer of either constituent authority until an official order has been Issued by the appropriate officer.
21. Provided that expenditure not exceeding [INSERT] in a financial year may be incurred by officers of Dorset Council without prior reference to the appropriate officer on minor items of Repairs and Maintenance. Accounts when submitted for refund by Dorset Council shall be in such detail as to enable the appropriate officer to make the appropriate allocation.

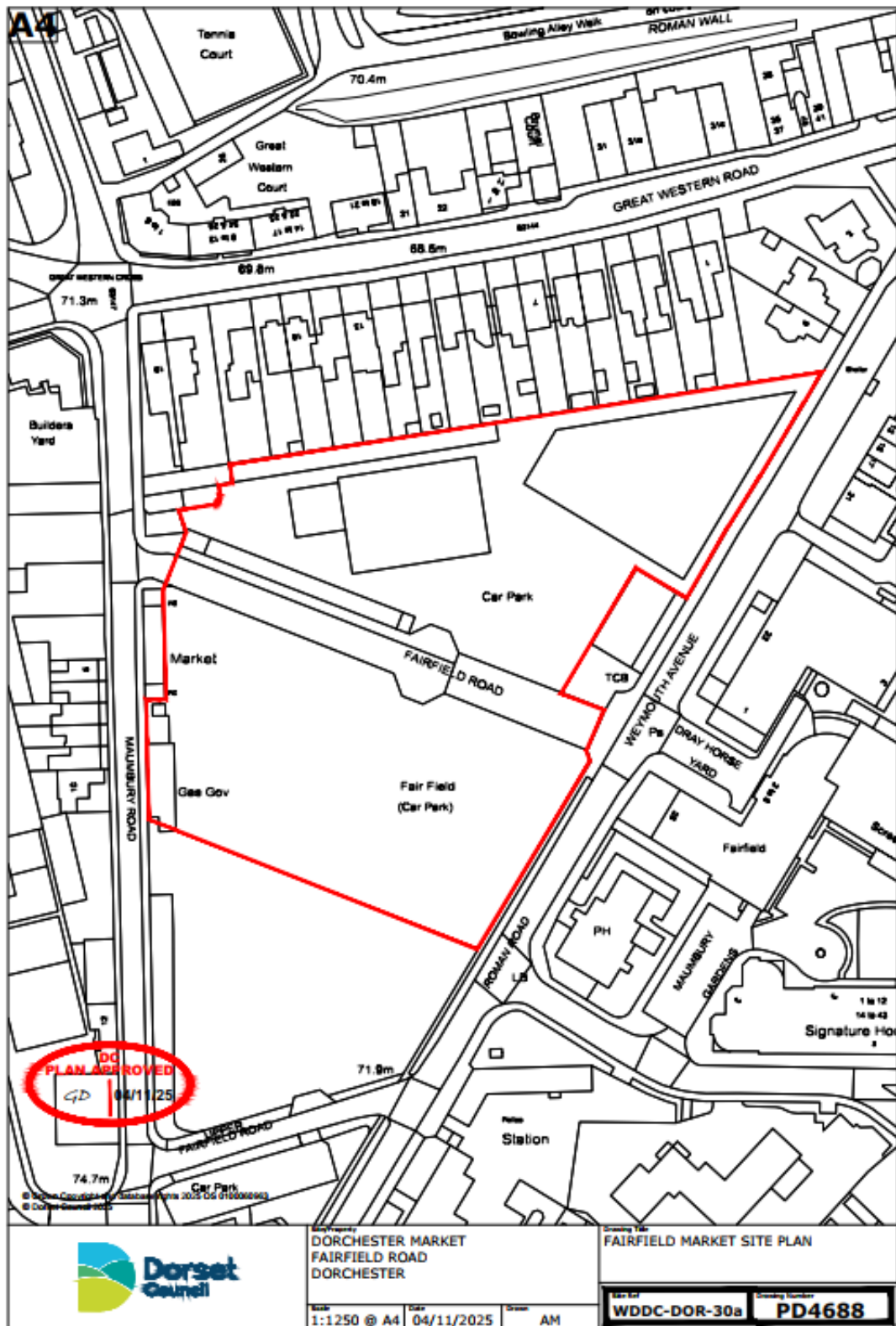
END

Schedule 4 – Site Plans

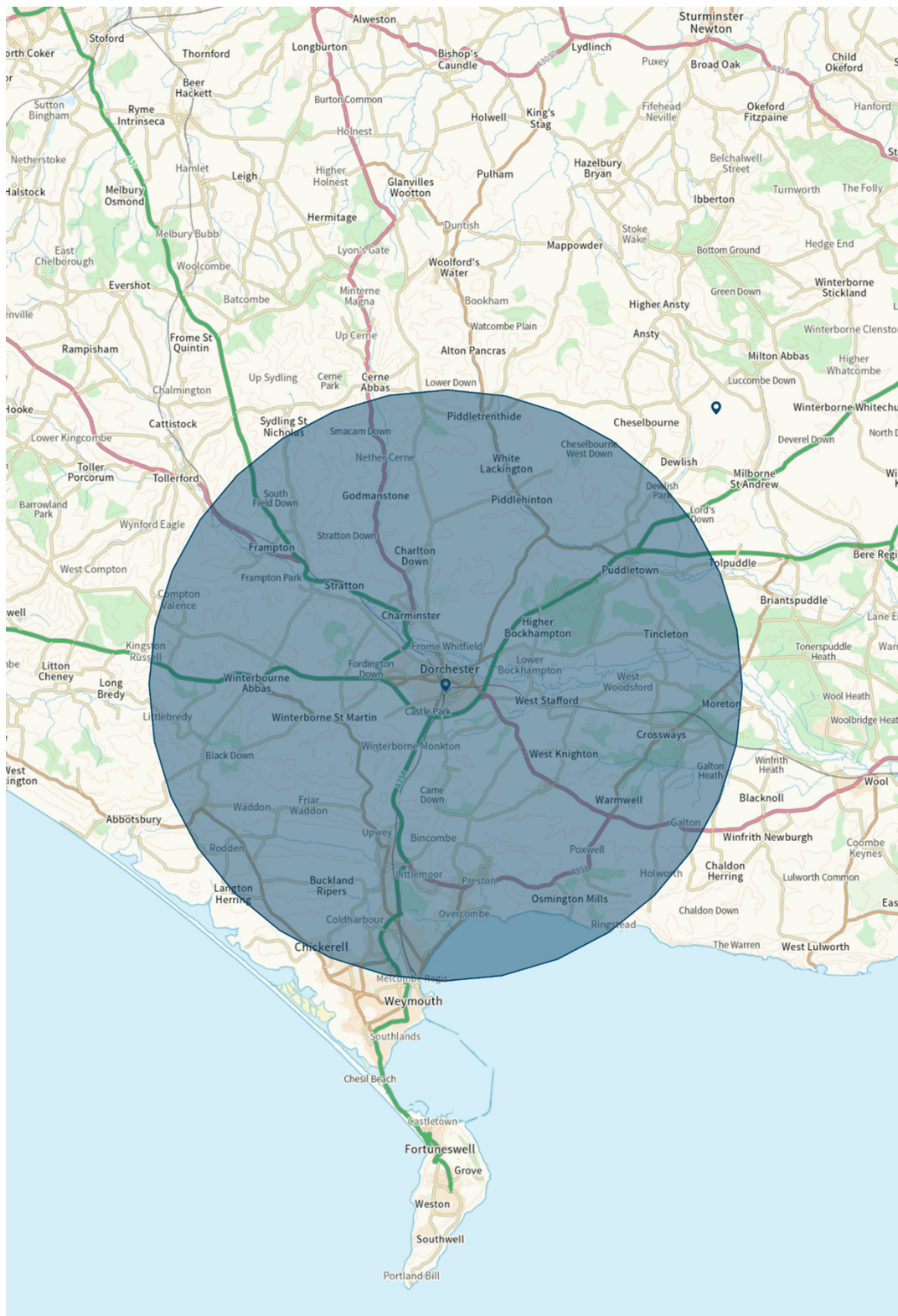
Cornhill Market



Fairfield Market



Schedule 5 – Charter Market boundary



EXECUTED as a DEED by affixing

The COMMON SEAL of

DORSET COUNCIL in the presence of:

Authorised Signatory

[Dorset Town Council Attestation Clause to be added]

[Trustees Attestation Clause to be added]