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Legal and Democratic Services



ENVIRONMENT AND SAFE COMMUNITIES COMMITTEE

Thursday 16 July 2020 at 7.30 pm

Place: Remote Meeting

PLEASE NOTE: this will be a 'virtual meeting'.

The link to the meeting is:

<https://attendee.gotowebinar.com/register/6265378302692781579>

Webinar ID: 298-756-827

Telephone (listen-only): 0330 221 9922, Telephone Access code:782-550-726

The members listed below are summoned to attend the Environment and Safe Communities Committee meeting, on the day and at the time and place stated, to consider the business set out in this agenda.

Councillor Neil Dallen (Chair)
Councillor John Beckett (Vice-Chair)
Councillor Steve Bridger
Councillor Chris Frost
Councillor Rob Geleit

Councillor Luke Giles
Councillor Steven McCormick
Councillor Lucie McIntyre
Councillor Julie Morris
Councillor Phil Neale

Yours sincerely

A handwritten signature in black ink that reads 'J.C. Beldan'.

Chief Executive

For further information, please contact democraticservices@epsom-ewell.gov.uk or tel: 01372 732000

Public information

Please note that this meeting will be a 'virtual meeting'

This meeting will be held online and is open to the press and public to attend as an observer using free GoToWebinar software, or by telephone.

A link to the online address for this meeting is provided on the first page of this agenda and on the Council's website. A telephone connection number is also provided on the front page of this agenda as a way to observe the meeting, and will relay the full audio from the meeting as an alternative to online connection.

Information about the terms of reference and membership of this Committee are available on the [Council's website](#). The website also provides copies of agendas, reports and minutes.

Agendas, reports and minutes for the Committee are also available on the free Modern.Gov app for iPad, Android and Windows devices. For further information on how to access information regarding this Committee, please email us at Democraticservices@epsom-ewell.gov.uk.

Exclusion of the Press and the Public

There are no matters scheduled to be discussed at this meeting that would appear to disclose confidential or exempt information under the provisions Schedule 12A of the Local Government (Access to Information) Act 1985. Should any such matters arise during the course of discussion of the below items or should the Chairman agree to discuss any other such matters on the grounds of urgency, the Committee will wish to resolve to exclude the press and public by virtue of the private nature of the business to be transacted.

Questions from the Public

Questions from the public are permitted at meetings of the Committee. Any person wishing to ask a question at a meeting of the Committee must register to do so, as set out below.

Up to 30 minutes will be set aside for written or oral questions from any member of the public who lives, works, attends an educational establishment or owns or leases land in the Borough on matters within the Terms of Reference of the Environment and Safe Communities Committee which may not include matters listed on a Committee Agenda.

All questions whether written or oral must consist of one question only, they cannot consist of multi parts or of a statement.

The question or topic may not relate to a specific planning application or decision under the Planning Acts, a specific application for a licence or permit of any kind, the personal affairs of an individual, or a matter which is exempt from disclosure or confidential under the Local Government Act 1972. Questions which in the view of the Chairman are vexatious or frivolous will not be accepted.

To register to ask a question at a meeting of the Committee, please contact Democratic Services, email: democraticservices@epsom-ewell.gov.uk, telephone: 01372 732000.

Written questions must be received by Democratic Services by noon on the tenth working day before the day of the meeting. For this meeting this is **Noon, 2 July**

Registration for oral questions is open until noon on the second working day before the day of the meeting. For this meeting this is **Noon, 14 July**

AGENDA

1. QUESTION TIME

To take any questions from members of the Public.

Please note: Members of the Public are requested to inform the Democratic Services Officer before the meeting begins if they wish to ask a verbal question to the Committee

2. DECLARATIONS OF INTEREST

Members are asked to declare the existence and nature of any Disclosable Pecuniary Interests in respect of any item of business to be considered at the meeting.

3. MINUTES OF PREVIOUS MEETING (Pages 5 - 10)

The Committee is asked to confirm as a true record the Minutes of the meeting of the Environment and Safe Communities Committee held on 28 January 2020 and to authorise the Chair to sign them.

4. MANAGEMENT OF EPSOM MARKET (Pages 11 - 34)

This report seeks agreement for the day to day operation of the Market Place to be managed under one set of regulations using part III of The Food Act 1984.

To promote the use of this newly developed Market Place on more days of the week exploring opportunities for increased revenues and funding streams to increase the markets pull to visitors and destination shoppers increasing the footfall to our Town.

5. COMMUNITY SAFETY PARTNERSHIP (Pages 35 - 44)

This report sets out proposals to establish a local statutory Community Safety Partnership for Epsom and Ewell.

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**Minutes of the Meeting of the ENVIRONMENT AND SAFE COMMUNITIES
COMMITTEE held on 28 January 2020**

PRESENT -

Councillor Neil Dallen (Chair); Councillor Alex Coley (Vice-Chair); Councillors Steve Bridger, Liz Frost (as nominated substitute for Councillor Chris Frost), Rob Geleit, Steven McCormick, Lucie McIntyre, Julie Morris and Chris Webb

In Attendance:

Absent: Councillor Chris Frost and Councillor Peter O'Donovan

Officers present: Damian Roberts (Chief Operating Officer), Rod Brown (Head of Housing and Community), Ian Dyer (Head of Operational Services), Richard Chevalier (Parking Manager), Sue Emmons (Senior Accountant), Oliver Nelson (Environmental Health Team Leader) and Sandra Dessent (Committee Administrator)

21 QUESTION TIME

No verbal or written questions were submitted by members of the public.

22 DECLARATIONS OF INTEREST

No declarations were made in items on this agenda

23 MINUTES OF PREVIOUS MEETING

The Minutes of the meetings of the Environment & Safe Communities Committee held on 22 October 2019 and 20 January 2020 were agreed and signed by the Chairman as a true record.

24 COMMUNITY SAFETY PLAN

In 2018 the Strategy and Resources Committee had agreed to adopt a more effective and coordinated approach to community safety. The Committee received a progress report which included a recommendation to adopt a Community Safety Plan.

It was noted that the proposed plan had been evidenced based, using the data available from publicly accessible information, police data and council records.

The following matters were raised:

- **Staff Training and Support:** Positive staff engagement had been key to the progress made and Officers reported that 37 members of staff from across the Council had benefitted from training totalling 260 hours. In addition there were plans to train a further 20 staff.
- **Targeted areas:** In response to data collected from the Police and the Council it was reported that operational activity was taking place with partner agencies in targeted areas of the borough. Members were encouraged to email the Head of Housing and Community with details of any other areas that may warrant additional operational input
- **Reviewing the Provision of CCTV:** It was noted that work had been undertaken with Surrey Police and colleagues across East Surrey to review the future provision of CCTV in the borough and it was agreed that an update report would be brought before a future committee.
- **Neighbourhood Watch:** It was agreed that an updated scheme could be a valuable initiative for the borough however its success depended on working closely with the Police.

Having considered the report, the Committee:

- (1) **Noted progress on the community safety agenda**
- (2) **Approved the Community Safety Plan 2020, as attached at Annex 1**
- (3) **Agreed to authorise the Head of Housing and Communities, in consultation with the Chair, to approve the designation of Community Protection Warnings and Community Protection Notices to Registered Social Landlords in accordance with section 53 of the Anti-Social Behaviour, Crime and Policing Act 2014.**

25 FOOD HYGIENE AND SAFETY ACTION PLAN

The Committee were asked to consider and agree an action plan to address a shortfall in food hygiene inspections carried out during the previous financial year and complete the current year's programme.

It was noted that the shortfall in inspections had already been reduced and officers were confident that the proposed action plan would be sufficient to deliver the 2019-2020 programme in line with the service plan.

The plan included resourcing and operational actions and target dates for completion.

Accordingly the Committee:

- (1) **Noted the continuing service pressures**

- (2) Agreed to adopt the action plan and delegate the monitoring of the plan to the Head of Housing and Community**

26 CAR PARKING FEES AND CHARGES UPDATE

The Committee received a report seeking agreement of the Committee to confirm the Off Street Parking Place Order April 2020, as had been proposed and advertised following the Environment and Safe Communities Committee in October, with one additional modification as set out in the recommendations. It was noted that 43 representation were received and were detailed in the report.

The following matters were considered:

- **Rainbow Centre Parking:** The modification of the charge was welcome although it was commented that the Hook Road Charge was still high compared to the Rainbow Centre. However it was acknowledged that the Rainbow Centre management and the Car Park Working Group had agreed the modification to be a fair compromise.
- **Street Pastors:** Members asked if Street Pastors who often work alone and late at night could be supported by the Council by the offer of discounted parking. It was agreed that the Street Pastors would be contacted and given the Parking Manager's details to follow up.

Members thanked the officers for all their hard work on the report.

Having considered the report, the Committee:

- (1) Agreed to make one modification to the proposal submitted in October 2019 as follows:**

That users of the Rainbow Leisure Centre who park in Hook Road car park for a stay of up to 3 hours receive a £1 discount on the standard parking fee, therefore being charged £2 for their stay rather than £3.

- (2) Confirmed the rest of the Order as outlined below by agreeing to:**
- a) The fees and charges in Annex 1**
 - b) Hook Road being opened on a Sunday from 8:30am to 5:30pm**
 - c) The removal of maximum stay tariffs in all Borough Council car parks available from 1pm and 3pm**
 - d) The introduction of a pre-payable evening rate in the Ashley Centre car park, available from 6pm – 11:59pm.**
 - e) The introduction of standard day time charges in Bourne Hall car park between 7am and 9am Monday to Saturday**

- f) **The introduction of charging in Bourne Hall, Dorset House and Ewell High Street car parks on Sundays and Bank Holidays**
 - g) **To the removal of the up to 30 minute tariff in the car parks at Dorset House and Ewell High Street.**
 - h) **To the introduction of a weekly ticket in the car parks at Dorset House and Ewell high Street.**
 - i) **To the introduction of charging in West Hill car park from 6:30pm – 8:00am**
 - j) **To the introduction of charging in West Hill car park on Sundays and Bank Holidays**
 - k) **To the introduction of charging for blue badge holders in West Hill car park in line with the rules in other Epsom town centre pay and display car parks.**
 - l) **To the introduction of an Ashley Centre parker card for those who work in Epsom town centre**
- (3) Authorised the Head of Legal to give such notice(s) and/or make such order as is considered necessary in order to give effect to the above recommendations.**

27 ELECTRIC VEHICLE CHARGE POINTS IN CAR PARKS

Approval was sought from the Committee for officers to procure an electric charge point provider to work in partnership with the Council to install electric vehicle charge points in identified Council car parks.

It was intended to take the project forward by conducting a survey to procure an electric charge point service provider who would work with the Borough Council to identify the most suitable locations; the development of an installation and maintenance programme and proposals for ensuring that the points would be used for their intended purpose.

The following points were raised:

- Details of the contract would be communicated to all members through Members Briefing
- Members requested that steps be taken to ensure that the electric charge point contractors secured a provider who supplied energy from green sources
- Officers were asked to exercise caution when considering companies who offered 5G as a bolt on

Accordingly the Committee agreed:

- (1) For the Head of Operational Services and the Parking Manager, in conjunction with the Chairman of Environment & Safe Communities Committee and Chief Finance Officer, to procure a service provider to identify site options to install electric vehicle charge points within Borough Council car parks.**
- (2) That following the procurement process a contract is awarded to a supplier who can agree a programme of works to install the electric vehicle charge points within the locations identified. That delegated powers for this authority are given to the Head of Operational Services and the Parking Manager in conjunction with the Chairman of Environment & Safe Communities Committee and Chief Finance Officer.**
- (3) That the Committee authorises the Chief Legal Officer to give such notice(s) and/or make such order as is considered necessary in order to give effect to the above recommendations.**

28 FEES AND CHARGES 2020/21

The Committee received a report recommending fees and charges which would be effective from 1 April 2020. The proposed charges were set out in Annexes 1-4 of the report, and the report clarified the justification for increases outside of the 3-5% range

The following matters were discussed:

- The Medium Term Financial Strategy (MTFS) 2020-2024 included provision for a 6% increase in car parking fees every two years. It was noted that the Car Park Working Group may recommend an alternative plan for fee increases provided the overall income forecast for 2020-2024 was in line with the MTFS.
- The Building Control fees in Annex 3 were discussed in relation to fees charged in the private sector and it was acknowledged that government restrict the amount that local authorities can charge thus limiting the Council to recouping their costs only.

The Committee:

- (1) Agreed the fees and charges for 2020/21 as set out at Annexes 1, 3 and 4;**
- (2) Noted the parking fees and charges agreed by this Committee on 22 October 2019 as set out in Annex 2.**

- (3) **Noted the report on this agenda confirming the outcome of the car park fees and charges consultation and the proposed decision to amend the Rainbow Centre charge at Hook Road car park.**

29 REVENUE BUDGET 2020/21

The Committee received a report setting out estimates for income and expenditure on services in 2020/21.

It was noted that the recommendations in the report were consistent with the Medium Term Financial Strategy (due to come before Council in February 2020) and therefore final figures, and representative of the local government finance settlement.

Members were mindful of all hard work undertaken to engage residents with the optimisation of waste collection and emphasised the necessity of continuing to communicate and engage with residents and businesses in light of the £100k savings that were budgeted for 2022/23.

Following consideration, the Committee:

- (1) **Recommended the 2020/21 service estimates for approval at the budget meeting of Full Council in February 2020**
- (2) **Supported in principle the future savings options as set out in 5.3 for inclusion in the Medium Term Financial Strategy.**

30 CAPITAL PROGRAMME 2020/21

The Committee received a report summarising the proposed 2020/21 and requesting approval for the programme to be submitted to Council in February 2020.

It was noted that if all the schemes were to progress as proposed and given the use of £200k revenue funds, the capital reserves would reduce to £2.15 million by 31 March 2023. Consequently the Council were committed to identifying alternative funding sources such as revenue, external grants, s106 agreements and Community Infrastructure Levy (CIL) to preserve as far as possible the capital receipts.

Accordingly, the Committee agreed to submit the Capital Programme for 2020/21 as identified in section 4 of the report to the Council for approval on 13 February 2020

The meeting began at 7.45 pm and ended at 9.05 pm

COUNCILLOR NEIL DALLEN (CHAIR)

MANAGEMENT OF EPSOM MARKET

Head of Service:	Ian Dyer, Head of Operational Services
Wards affected:	Town Ward
Urgent Decision?(yes/no)	No
If yes, reason urgent decision required:	
Appendices (attached):	Annex 1: Report to Environment Committee 16 October 2013 Annex 2: Standard Licence Conditions

Summary

This report seeks agreement for the day to day operation of the Market Place to be managed under one set of regulations using part III of The Food Act 1984

To promote the use of this newly developed Market Place on more days of the week exploring opportunities for increased revenues and funding streams to increase the markets pull to visitors and destination shoppers increasing the footfall to our Town.

Recommendation (s)

The Committee is asked to:

- (1) **delegate to the Head of Operational Services in consultation with the Chairman of Environment & Safe Communities Committee, the power to establish and manage Epsom Market for up to 7 days per week;**
- (2) **delegate to the Head of Operational Services the power to determine appeals from stallholders as provided for by the Licence Conditions;**
- (3) **delegate to the Chief Operating Officer and the Chief Legal Officer the power to determine appeals from operators of other markets or car boot sales within the borough of Epsom & Ewell where refusal is due to the type or quality of the event.**

1 Reason for Recommendation

- 1.1 The Market Place forms a central point of the wider Plan E programme and contributes directly to the themes in the new Vision for Epsom, and Ewell and the Council's new Four Year Plan.

- 1.2 Green and Vibrant- providing trees, drinking fountain, recycling bins and LED lighting
- 1.3 Economy and Prosperity- promoting to local businesses more trading opportunities in the marketplace and providing a good basis for attracting business investment at a time of increasing competition and changing retail behaviour
- 1.4 Cultural and Creative- promoting cultural and Civic events that encourages shoppers and visitors' footfall into our Town centre.
- 1.5 Smart and Connected- providing cycle stands, signage and a unified approach to the management and promotion of the Market Place to support higher levels of use. Effective Council- the use of the Food Act to operate the Market opens the opportunity to use the new market place to its full potential. The actions within this report would enable the Borough Council to more effectively manage the success of the Market Place, to deliver within one framework under which it would operate, using the new area to the full potential of what the new market place has to offer.
- 1.6 Smart and connected – providing cycle stands, signage and a unified approach to the management and promotion of the Market Place to support higher levels of use. Effective Council- the use of the Food Act to operate the Market opens the opportunity to use the new market place to its full potential. The actions within this report would enable the Borough Council to more effectively manage the success of the Market Place, to deliver within one framework under which it would operate, using the new area to the full potential of what the new market place has to offer.
- 1.7 Safe and Well – Having a well-managed and attractive town centre and Market Place environment will enable everyone to enjoy what is on offer.

2 Background

- 2.1 Epsom's market is an important part of the Borough's cultural, social and economic fabric. We want to ensure that this asset is developed to its full potential, benefitting from the most current and sustainable retail trends.
- 2.2 We recognise the role that Epsom Market plays in developing the vitality and viability of our local economy and the need to make sure that its daily activities benefit our local communities.
- 2.3 By actively supporting the development and growth of our market we will help to contribute to the local economy and its wider benefits to our communities by establishing a variety of partnerships. The council is keen to work with the community to develop its market place to ensure that it fulfils its full potential

- 2.4 Therefore, this needs to be considered within a broad context of partnership working and co-design with key stakeholders to ensure that the future of the market is sustainable both as a community and as a commercial asset.
- 2.5 Nationally there was a decline of street markets that came about due to the growth of supermarkets. Supermarkets provide parking, shelter and a vast choice of product, allowing consumers to buy everything in one place. Mass production and shipping from overseas also brought down prices and a diverse range of food that is affordable to all. However, research reveals that people are now ready to go back to shopping in street markets for a number of factors, but the main driver is their desire to buy fresh, healthy fruit and vegetables at reasonable prices. People want to buy 'in season' loose produce, thus reducing waste and helping to become a more sustainable society.
- 2.6 Epsom Market operates two days a week (Thursday and Saturday) from 6 am to 7pm, with around 45 designated pitches.
- 2.7 On Mondays, Tuesdays, Wednesdays and Fridays the Market Place is operated under a Street Trader's Licence.
- 2.8 The Council can utilise Part III of the Food Act 1984 to establish a market for up to seven days a week. One benefit would be that this would ensure that traders would be subject to one set of regulations rather than the present regime of Street Traders' Licences and Market Stall Holders' Licences. The proposed new licence agreement will supersede all previous licences to ensure consistency on all trading days.
- 2.9 Other cultural events on the Market Place will be managed under the Premises Licence. The focus of the market is hot food traders, meat, fruit and vegetables, eggs, cheese, bread, cakes, clothes and general household goods, and the adjacent cafés for tables and chairs offering an extension to the premises and for people to enjoy the space given by the Market Place.
- 2.10 There is a Farmers' Market held on the first Sunday of each Month that has been operational for many years and in October 2019, the new Market Place attracted its first Vegan Market. The operator of this market has requested to trade on the 4th Sunday of each month. Both markets are managed by private operators and pay the council a daily hire charge for the use of the area and electricity supply.
- 2.11 On Monday, Tuesday, Wednesday and Friday the market is managed by the use of Street Traders licences. These are used by the Cafes whose shops are adjacent to the market, mobile food stalls and other traders that hire an area by the size of the space that they require.

- 2.12 The Market Place is also used for occasional one-off events when not in use by regular Licensees. A Premises Licence is in place for these occasions, this licence covers evening events and activities.
- 2.13 Markets around the country are operated under either Royal Charter or by way of Lost Modern Grant, Prescription or custom and practice, or Street Traders Licensing with some of these market powers going back fifteen hundred years.
- 2.14 Epsom Market has organically developed over the years and is currently operating under a number of regulations. As we move forward with the new Market Place and plan to increase use of the facility, it is felt important to both simplify and consolidate the way we operate the Market Place. This will bring both consistency of operation and extend the opportunities for functions and events within the area.
- 2.15 Consistent daily management of the market under one set of regulations would clarify the administration needed to run the market. This in turn would reduce the amount of licences needed and give clarity to the users of the marketplace of the rules and license agreement they are operating under.

3 Proposals

- 3.1 To utilise the provisions under Part III Food Act 1984, to operate and manage Markets.
- 3.2 The benefits of using the Food Act are the specific powers given to establish a market that enables a local authority or other operator licensed by the local authority, to determine its own letting arrangements, which can be varied depending on local circumstances. This enables the Council to fix its own charges and these can be determined depending on a range of different circumstances. The local authority is entitled to charge a commercial rate if appropriate. It also contains a series of provisions enabling the local authority to fix the dates of the market, the hours when the market will operate, and enables byelaws and regulations to be made.
- 3.3 It is necessary to have regard to the provisions of Section 50(2):-

' Market shall not be established in pursuance of Section 50 so as to interfere with any rights, powers or privileges enjoyed within (the authority's area) in respect of any market by any person, without that person's consent.'

This section gives the market authority the right to control the type and quality of other markets and car boot sales within the borough of Epsom & Ewell. Refusal can be on the ground that the event is not of a type or quality that the Council deems suitable. Refused applicants have the right to appeal the decision within 21 days of the decision. It is recommended that appeals be determined by the Chief Operating Officer and the Chief Legal Officer

- 3.4 The proposal is that the Market Place operates as a Market for up to seven days a week. This will allow the present events to operate under one set of regulations and opens the opportunity to develop the offering to support a range and variety of businesses who may wish to operate and hire the facility.
- 3.5 In order to manage the new market, a new set of licence conditions, as set out in Annex 2, will be imposed.
- 3.6 Stallholders will need the ability to appeal against decisions taken in respect of their conduct as set-out in licence conditions. In order for this to occur a delegation to enable the Head of Operational Services to determine any such appeals has been sought.
- 3.7 There is a need to review the Premises Licence (which covers all licensable activities as defined by the Licensing Act) due to the increase in Sunday market activity. Both the Farmers and Vegan markets sell alcohol which requires the application of a Temporary events licence (TENS). Only 15 TENS can be issued in one year.
- 3.8 To combat this shortfall and to cover the activities on the new Market Place there is a need to apply for a full Premises Licence. This will allow the retail sale of alcohol on the Market Place without a limit on the number of events.
- 3.9 To encourage more entrepreneurship, independence and innovation to new start-ups, we will:
 - 3.9.1 offer new enterprises a free trading space of 3 x 3 metres for up to six weeks on Monday, Tuesday, Wednesday and Friday. Public liability insurance will be the responsibility of stall holders;
 - 3.9.2 offer a 50% discount on the established Thursday and Saturday Market day fees for the same six week period. This would be subject to availability and not being in competition with regular traders paying full market rent.
 - 3.9.3 purchase and offer the hire of equipment to new traders between 8:30hrs to 16:00 hrs, Monday – Saturday. The hire charge for of a pop-up gazebo with weights 3 x 3 meters would be £15 per day.

3.10 We will also be seeking:

3.10.1 to target specialist markets with the intention to fill the remaining two Sundays of the month to complement the monthly farmers and vegan markets that already operate there.

3.10.2 to explore opportunities for increased revenues and funding streams

3.10.3 to investigate events and activities that will draw footfall to the Market place.

4 Risk Assessment

Legal or other duties

4.1 Impact Assessment

4.1.1 A change in the way we operate the Market is needed to ensure that the Market Place is strong and continues to grow staying financially viable. This will be achieved by changing the status of how it presently operates. Using the authority given within The Food Act to manage markets as a local authority, will give the right to set our fees and charges and regulate other markets within 6.66 miles of its location.

4.2 Crime & Disorder

4.2.1 None

4.3 Safeguarding

4.3.1 None

4.4 Dependencies - None

5 Financial Implications

5.1 The use of the Food Act and a full Premises Licence will allow the opportunity to increase the use of the resource of the new Market Place. Existing market traders will not be negatively impacted by these changes and therefore existing income receipts are not expected to reduce.

5.2 At the same time it will provide the opportunity to recover the income needed to cover the costs involved in managing a market place and related events, and as appropriate, reinvest in the maintenance of the infrastructure.

5.3 The purchase of gazebo and weights as referenced in paragraph 3.10.3 will be funded using the Market renewals fund of £14,531.

- 5.4 As the market develops, any additional resource required to manage the increase in management will be considered through the annual budget setting process.
- 5.5 **Section 151 Officer's comments:** The financial implications are detailed within the body of the report.

6 Legal Implications

- 6.1 Part III of the Food Act 1984 allows Councils to establish a market. New licence conditions will be required in order to ensure that the new market is administered in a smooth and efficient manner.
- 6.2 The new licence conditions are set out at Annex 2. There is a system of penalty points envisaged and ultimately licence holders may have their licences taken away. In general governance terms it is only fair that there should be an appeal against this decision. The appeal system will be that the licence holder will have 21 days to appeal the decision. This will be in writing and the Head of Operational Services will consider these and then make his decision. There will be no appeal from the Head of Operational Services' decision. The Head of Operational Services will have a discretion to allow the trader to trade during the appeal period.
- 6.3 The Food Act empowers a Market Authority to stop alternate markets and similar events such as boot fairs from occurring within the borough. Again, it is good governance to allow for an appeal process should such an application be refused by the Head of Operational Services. It is recommended that these appeals be delegated to the Chief Operating Officer and Chief Legal Officer to determine. Again, a 21 day period will be allowed for the applicant to submit their written reasons why their event should be allowed to proceed.
- 6.4 **Monitoring Officer's comments:** None arising from the content of this report.

7 Policies, Plans & Partnerships

Council's Key Priorities: The following Key Priorities are engaged: Supporting our Community, Supporting Businesses and our Local Community, Managing our Resources

- 7.1 **Service Plans:** The matter is not included within the current Service Delivery Plan.
- 7.2 **Climate & Environmental Impact of recommendations:** The use of a Market Licence helps to control the use of energy, reduce waste, and encourage traders to offer healthy and high quality food.
- 7.3 **Sustainability Policy & Community Safety Implications:** The introduction of further markets would be another step towards futureproofing the footfall of the market and the town.

- 7.4 **Partnerships:** We will work with the Epsom Business Improvement District (BID) and other stakeholders who would benefit from the use of the Market Place

8 **Background papers**

- 8.1 The documents referred to in compiling this report are as follows:

Previous reports:

- Report to Environment Committee 16 October 2013 (Annex 1)

Other papers:

- Standard Licence Conditions (Annex 2)

MANAGEMENT OF EPSOM MARKET

Report of the: Director of Operations
Contact: Ian Dyer, Head of Operational Services
Urgent Decision? No
If yes, reason urgent decision required:
Annexes/Appendices (attached): None
Other available papers (not attached): None

REPORT SUMMARY

A report updating the Committee on the management of the Market Place in Epsom and putting forward recommendations for the future.

RECOMMENDATION (S)

Notes

That the committee:

- 1. Maintain existing inherited trader's rents at current rate to ensure retention.**
- 2. Agree that the Director of Operations has delegated authority to offer reduced rents to new traders offering required commodities.**
- 3. Notes that consideration is being given to developing speciality markets such as food and night markets in Epsom.**
- 4. In the light of the request from the Strategy and Resources Committee (paragraph 2.7 and 2.8) advise on how the budget surplus should be deployed.**

1 Implications for the Council's Key Priorities, Service Plans and Sustainable Community Strategy

- 1.1 The Market Place contributes to the Key Priorities of Economic Vitality and the Visual Appearance of Epsom Town Centre.

2 Background

- 2.1 Epsom Market (Thursday & Saturday) was brought back 'in-house' in April 2011. Now in the third year of Council management, the Market Place is developing into a thriving trade and entertainment space.

2.2 Key Achievements

- Annual income increased from 38k to 88k following the return to in-house management
- Rent collection changed from cash handling to direct debit for all regular traders
- Reinvestment of revenue income above budget in 2011/12 to provide new electricity posts.
- Revenue surplus of the 2012 budget held in reserve to replace old steel Market stalls that are currently stored on the Market Place, to improve the visual appearance of the town.
- Introduction of an annual Market licence agreement and operation agreement
- Advertising panel litter bins installed to promote events
- Lamp column banners erected to promote Market Place
- An events licence to enable the use of the Market place as a venue for entertainment
- Christmas event and light switch on
- A Santa's grotto for the 2013 Christmas period, to be located in Epsom Clock Tower, to increase foot traffic to the market and attract new traders
- Speciality markets including Farmers, French, Vintage cars and Local Enterprise, and charity boot sale in partnership with local traders.

2.3 When taking the management of Epsom Market back in-house the Council officers found that there was no standard set payment rate for the square footage taken up by each trader. This made some commercial sense and to ensure that the historic market was stabilised in year one, the officers recommended making no changes to the rental fees to each trader.

2.4 In January 2013, Council officers managing the market requested an internal audit and recommendations were made to improve financial management. Recommendations include the need to formalise officer delegated power to set charges, to obtain the best possible commercial rate to attract new traders and keep the present traders operating on the market. It was recommended that the officers should work to a base target charge rate.

2.5 The target base rate was set at the present average rate being £41.50 for a 3.1m by 3.1m space.

2.6 Traders, whose rents were significantly under the target rate per square footage were moved to the higher rate as part of a pilot. This was with a view to bringing traders rates into alignment. Since commencing this process 9 traders' have ceased trading due to the current economic climate and the increase to individual rents. In one case applying this charge increased the market traders charge rate by 100%.

2.7 At the Strategy and Resources Committee on 25 June the Committee considered a report on 'Funding Work on Promoting Economic Vitality'. The following information was provided:-

- "The Environment Committee is responsible for the Epsom Market. The current budget anticipates a net surplus of £17,675. In the past two years additional surpluses (above the budget plan) have been generated. In 2011/12 funding was set aside for improvements to the electricity supply posts. Officers are currently examining the option to use the additional revenue generated in 2012/13 to purchase/store new stalls to help improve the appearance and attractiveness of the market. It may be possible to utilise the ground floor of the Clocktower whilst no tenant can be found.

- Subject to the views of the Environment Committee, the Council could have a policy that any revenue generated that provides a budget surplus is reinvested in the town centre to support economic activity in the Borough”.

2.8 The Strategy and Resources Committee agreed that “Subject to the views of the Environment Committee, it was suggested that the Council could have a policy that any revenue generated by Epsom Market that provided a budget surplus ought to be reinvested in the Town Centre to support economic activity in the Borough”.

3 Proposals

4.1 Moving forwards the plans are to:

- Attract new traders and new commodities to Epsom Market Place by targeting specific traders such as menswear, children’s wear, shoes and fish stall etc.
- Explore the possibility of more specialist market,
- Pilot new speciality markets such as street food and night markets.
- Work towards replacing existing unattractive stall frames and tarpaulins with high quality pop up gazebos.
- Install ground anchors on the market place to ensure safe set up without ugly bulky weights
- Improve marketing by implementing a strategy for promotion of the market

4.2 It is recommended that the Director of Operation has delegated authority to offer reduced base rate fees to traders offering sought after commodities as identified. Under the Council’s Scheme of Delegation this authority will be exercised by the Head of Operational Services on behalf of the Director of Operations. This flexibility will be used to encourage new businesses with diverse ranges of commodities to invest in their stall, marketing and create a viable business that will grow.

4.3 It is recommended that the existing rents that were inherited when the management of the market came back in-house are maintained. This will improve trader retention and protect overall income. Focus will remain on bringing in new traders with varied commodities that diversify the current offering.

4.4 Reinvesting revenue from income surplus to the set annual budget will develop and improve the aesthetic quality of the Market Place. This will attract new traders and improve the experience for visitors to the Market Place.

4.5 By exploring and developing new speciality markets we will attract a broader selection of visitors to the Market Place. This will improve engagement with local businesses and provide new opportunities for traders and scope for more events.

5 Financial and Manpower Implications

5.1 No implications as reduced rates will be reserved for new traders.

6 Equalities and Other Legal Implications

6.1 None for the purposes of this report

7 Sustainability Policy and Community Safety Implications

7.1 None for the purposes of this report

8 Partnerships

8.1 None for the purposes of this report

9 Risk Assessment

9.1 None for the purposes of this report

10 Conclusion and Recommendations

10.1 To encourage new traders and shoppers alike, it is essential that there is a varied retail offering at Epsom Market and speciality markets are promoted. Flexibility with charging will support this, therefore it is recommend that the Committee delegates authority to the Director of Operations (to be exercised by the Head of Operational Services) the ability to offer reduced rents to new traders offering required commodities.

10.2 It recommended that existing inherited trader's rents are maintained at the current rate to ensure retention.

10.3 The Committee notes that consideration is being given to developing speciality markets such as food and night time markets.

10.4 In the light of the request from the Strategy and Resources Committee the Committee is asked to advise on how the budget surplus should be deployed.

WARD(S) AFFECTED: TOWN

**EPSOM AND EWELL BOROUGH COUNCIL
MARKET LICENCE AGREEMENT**

in respect of
The Market Place,
Epsom

VALID 1 APRIL 2020 – 31 MARCH 2021

.....
THIS LICENCE

is made on the 1st day of April 2020 (amend accordingly)

BETWEEN

EPSOM AND EWELL BOROUGH COUNCIL

Acting by The Authorised Officer, Ian Dyer of Town Hall, The Parade, Epsom, Surrey
KT18 5BY (“the Council”)

AND

(“the Licensee”)

LICENCE SUMMARY

Licensee name	
Licensee Address	
Site location as per Annex A	
Licence Period	One off event/ Regular Licensee/ casual / Regular Event
Permitted Event day(s)	If casual or occasional Licensee state agreed trading period, days or state eg CASUAL SATURDAYS
Agreed Commodity or Event Type	
Licence Fee	
Access Period (specify access and close down)	Standard Licensee / Event Specific
Additional Terms	

IT IS AGREED as follows:

1 Definitions

- 1.1 “Access Period” shall mean between 06.00 and 09.30 hours on the date of an Event unless specified in the Licence Summary of this agreement.
- 1.2 “Close Down” shall mean between 16.00 and 18.00 hours on the day of an Event unless specified in the Licence Summary of this agreement
- 1.3 “Authorised Officer” shall mean the Head of Operational Services or another officer duly authorised by him.
- 1.4 “Event” shall mean a Market at the Market Place, Epsom.
- 1.5 “Licensee” means a person contracting to operate from the Site during an Event.
- 1.6 “Licence Fee” shall mean the agreed charge for trading at Epsom Market Place
- 1.7 “Licence Period” shall mean the agreed time period during the year 1 April to 31 March 2021 as specified in the Licence Summary of this agreement.
- 1.8 “Operating Period” shall mean between 08:00 and 17:00 hours on the date of an Event unless specified in the Licence Summary of this agreement.
- 1.9 “Permitted Periods” means the Access Period, the Operating Period and the Close Down Period.
- 1.10 “Permitted Trading Days” means the agreed ‘Events’ that the licensee may operate as specified in the Licence Summary of this agreement.
- 1.11 “Site” shall mean the section of the Market Place shown edged by a bold red line on **Annex A**.

2 General permission

- 2.1 The operation of Epsom and Ewell Borough markets shall be governed by Part III of the Food Act 1984.
- 2.2 All Licensees including casual/occasional will adhere to the terms of this Licence Agreement.
- 2.3 In consideration of payment of the applicable Licence Fee, the Licensee shall be entitled to use the Site for the Events throughout the Licence Period on each Event, and for the Permitted Periods only.

- 2.4 This Licence is personal to the Licensee and cannot be transferred or assigned without the prior written consent of the Council.
- 2.5 Any keys to the market issued to the Licensee for the term of this Licence must be signed for.
- 2.6 Only those goods specified on the Licence may be sold on the Site. Licensees will seek written approval if they want to diversify commodities sold.
- 2.7 The Authorised Officer can at any given time, request information from all Licensees relating to their business/operation or personal information such as residential address, national insurance number and date of birth.
- 2.8 The Authorised Officer can amend any licence to represent the information given by any Licensee.
- 2.9 The Licensee shall only operate within the size of the Site agreed.
- 2.10 Licensees must operate from the front of their Site and ensure that they remain within the footprint. A clean line must be maintained along the edge of all market stalls.
- 2.11 Amendments may be made to this Licence at any time during the contract period. This includes changes to the trading position (SITE). Licensees will be given 30 days' notice in writing of any required amendments.
- 2.12 All Licensees are expected to conduct themselves in a polite and courteous manner in relation to the public, Council Officers and Licensees.
- 2.13 Licensees are fully responsible for the behaviour of their assistants and staff as per the terms of the Licence Agreement.

3 Occasional Events and Casual Use

- 3.1 The Licence Period, Event Date and Access/Close Down Periods for Events outside of standard usage are specified and defined in the Licence Summary of this agreement.
- 3.2 Each of the terms of this Licence must be adhered to during casual, occasional and regular Events usage.

4 Prior to Each Event

- 4.1 The content and display of any promotional material shall be subject to the prior written approval of the Authorised Officer and fly-posting shall be strictly prohibited.
- 4.2 The Licensee shall provide the Authorised Officer with a copy of a valid insurance certificate(s) to cover the term of the Licence.

- 4.3 The Licensee shall pay to the Council the applicable Licence Fee by monthly direct debit or in the case of casual Licensee by invoice or cash payment.
- 4.4 Vehicles are only permitted on the Market Place during the Access Period and Close Down Period.
- 4.5 Regular Licensees are to be in attendance on their allocated pitches by no later than 8.30am each day.
- 4.6 All vehicles must be clear of the Market Place by 9.30am promptly and may not return until 16.00 unless agreed by The Authorised Officer.

5 During and After an Event

- 5.1 The Licensee shall not fix any notices at the Site without the prior written consent of the Authorised Officer.
- 5.2 The Licensee shall be permitted to enter the Site and set up an Event during the specified Access Period and shall vacate the Site by the end of the Close Down Period.
- 5.3 The Site shall not exceed the dimensions specified on the Licence and any pitch limits marked on the ground during trading hours and except during immediate re-stocking.
- 5.4 Merchandise shall be set out neatly in a good presentable layout within the dimensions of the Site.
- 5.5 Tags, posters, signs or similar shall be good quality, clean and presentable and only displayed within the Site.
- 5.6 The Licensee will clearly display a sign with their contact and address details throughout the duration of the Event.
- 5.7 Goods shall be displayed properly and attractively in a style approved by the Council. The use of cardboard boxes for displaying goods shall not be permitted. Signage of prices and goods on stalls should be of high presentation, clearly displayed and in a style of lettering and colouring approved by the Council.
- 5.8 The Authorised Officer, other duly authorised officers of the Council, the Police and Fire Authority their officials and agents shall at all times have full right of access to all parts of the Site.
- 5.9 The surface of the ground shall not be disturbed at any time without the prior written consent of the Authorised Officer.
- 5.10 The Licensee shall ensure that no goods offered for sale at an Event are likely to cause undue offence or upset to reasonable members of the general public.

- 5.11 Items specifically prohibited from sale at an Event include
- a) Firearms – real and imitation
 - b) Swords, crossbows, and other weapons
 - c) Live animals
 - d) Drugs, tablets, medicines
 - e) Pornographic or other offensive material
 - f) Counterfeit goods
- 5.12 The above list is not exhaustive and the final decision is at the discretion of the Authorised Officer.
- 5.13 No vehicles are to be left in the market area during the Operating Period unless permission has been given by the Authorised Officer.
- 5.14 The Licensee shall obey the lawful and reasonable instructions of the Authorised Officer.
- 5.15 Any goods or items left on the Market Place after trading hours will be removed and disposed of accordingly. Any costs incurred by the Council in disposing of items will be payable by the Licensee.
- 5.16 The Licensee shall notify the Authorised Officer of any accidents or incidents which occur during an Event within 48 hours.

6 Environmental Safety and Sustainability

- 6.1 An electric supply with either a 10amp or 16amp socket is available to each Licensee.
- 6.2 A Licensee using the electric supply for halogen lighting or cooking/catering equipment will incur a daily charge of £3.00.
- 6.3 A Licensee using power for LED lighting only will not incur a daily charge.
- 6.4 Licensees that wish to leave their catering equipment connected to the electric supply overnight will incur an additional daily charge of £1.00, this is restricted to refrigeration items only.
- 6.5 Heaters and blowers are contrary to the Council's environmental principles. Therefore, these will not be permitted under any circumstance.
- 6.6 The Licensee shall remove all property, equipment, refuse and all other materials connected with an Event from the Site by the end of the Close Down Period.
- 6.7 Licensees will ensure that cardboard and food/natural plant waste is recycled in the containers provided. Failure to do so will result in a breach of this Licence Agreement and notice may be served.
- 6.8 At the end of each day's trading, the Licensee shall leave the area beneath and around the stall clear of any articles or refuse arising from trading.

- 6.9 Licensees will ensure that trees and planting in the Market Place area are respected and undamaged by trading activity and associated vehicles.
- 6.10 Licensees will ensure that once vehicles have entered the Market Place, that engines are switched off and exhaust emissions are kept to a minimum.

7 Gas and Electrical Equipment Usage

- 7.1 All gas appliances must be suitable for use with LPG and must have been serviced by a competent gas safe registered engineer within the last 12 months.
- 7.2 Any portable appliance or gas safety certificates must be made available for inspection.
- 7.3 All gas appliances must be secured on a stable, heat proof table and located away from materials that could easily catch on fire. (300mm from the wall of the structure.)
- 7.4 Licensees shall have systems in place to ensure the gas supply is cut off in the event of the flame going out to prevent a leak of LPG. This system should be that all gas appliances are fitted with a flame failure or flame supervision device.
- 7.5 All fryers should be fitted with an automatic high temperature-limiting device (that limits the temperature of the fat or oil used to 250°C or lower).
- 7.6 All LPG hoses must be in good condition and shall comply with BS 3212 or BSEN 1763 and less than 2 meters in length from the cylinder.
- 7.7 All connections must be checked for leaks before any cooking, etc. commences. This should be done via the use of leak detection fluid.
- 7.8 All fastenings to connect hoses to appliances, cylinders etc., should be crimp fastenings (i.e. Double Ear "O- Ring" Clips).
- 7.9 All gas cylinders must be turned off when not in use and sited in a well-ventilated area.
- 7.10 All gas cylinders must be fitted with the correct pressure regulator for the gas type (i.e. propane or butane) and appliance and shall comply with BS 3016 or BS EN 12864.
- 7.11 All gas cylinders shall be stored upright and away from any ignition sources or flames and be located 2 meters away from any drain or gully.
- 7.12 Where gas cylinders are 13kg or larger they shall be appropriately secured to prevent them falling over.
- 7.13 All gas cylinders should be fitted with an automatic cut off valve.

- 7.14 Licensees may only use gas cylinders rigged to appliance(s) plus one spare.
- 7.15 All electrical equipment especially extension leads and sockets used must be suitable for outdoor use and maintained in good condition.
- 7.16 Any supply sourced from a commercial or private property **must** be done via a competent NICEIC/ ECA/ NAPIT or equivalently trained electrician.
- 7.17 All outdoor electrical connections **shall** be protected by a Residual Current Device (RCD) with a 30mA tripping current. RCDs *should* be tested before each use.
- 7.18 All electrical equipment must be checked and tested every 3 years.

8 Legal Requirements

- 8.1 The Licensee shall comply with all applicable legal statutory or regulatory requirements in respect of each Event, including (but not limited to) provisions relating to Fire Safety, Food Safety, Health & Safety, and licensable activities. The Licensee shall provide a copy of any relevant risk assessment(s), permit(s), licence(s), notification(s) or other similar document(s) on request to the Authorised Officer
- 8.2 It is the Licensee's responsibility to comply with the waste duty of care as set out in the Environmental Protection Act 1990 in relation to its business waste
- 8.3 All Licensees trading food will be subject to regular Environmental Health checks to ensure a high standard of operation.
- 8.4 A minimum Food Standards Agency Hygiene rating of 3 is required and must be maintained to comply with the terms of this Licence Agreement.
- 8.5 The Licensee will complete and submit a Licensee Details Form every 12 months. The information provided will be used for National Fraud returns and any other statutory enquiries.

9 Insurance Liability and Indemnity

- 9.1 The Licensee shall effect, with a reputable company, public and employer's liability and any other insurances necessary to cover the risks contemplated by the Licensee. Public liability cover of at least £5 million shall be obtained and a copy of the insurance certificate provided.
- 9.2 The Licensee shall fully and promptly indemnify and keep indemnified the Council and its Members, Officers, servants, or agents in respect of any loss liability claim or proceedings howsoever arising under statute or common law in connection with an Event except where such liability arises directly and solely from the negligence of the Council or its Members, Officers, servants, or agents.

- 9.3 The Licensee shall fully and promptly indemnify the Council in respect of any damage caused to any land building or chattel (whether or not in the ownership occupation or possession of the Council) by any employee or agent of the Licensee.

10 Payments and Annual Leave

- 10.1 Annual leave will be granted to Licensees paying their fees by means of Direct Debit only. 6 weeks annual leave will be granted in lieu of holidays and bad weather. No other concessions will be made.
- 10.2 Annual leave runs from April 1st to March 31st in each financial year.
- 10.3 The Authorised Officer must be informed of annual leave dates in writing with at least two weeks' notice.
- 10.4 Licensees paying by monthly direct debit will be granted full annual leave entitlement, please see conditions below;
- a) The charging period will be 46 weeks per annum paid over 12 months.
 - b) If the Licensee fails to make regular Direct Debit payments as scheduled the six weeks leave entitlement will be withdrawn at the Authorised Officer's discretion.
- 10.5 The Authorised Officer reserves the right to suspend a Licensee whose direct debit is declined by their bank.
- 10.6 Licence fees will be reviewed annually through the Council's Fees and Charges procedure.
- 10.7 The Authorised Officer reserves the right to suspend any Licensee who is in arrears of more than 4 weeks licence fee.
- 10.8 The Authorised Officer reserves the right to charge interest on arrears at a rate of 4% above Bank of England basic rate.
- 10.9 Casual Licensees must pay the agreed Licence Fee by cash or invoice as agreed by The Authorised Officer.

11 Cancellation/Termination

- 11.1 The Authorised Officer may cancel an Event or terminate this Licence with immediate effect at any time up to and including the day of an Event, in the event that the Council shall require the Site for the purposes of any civil emergency and any other event of local or national importance where use of the Site is essential for it to fulfil its functions and obligations as a Local Authority and where the use of the Site was not reasonably foreseeable at the date of this Licence. The Council shall give as much notice of cancellation as it is reasonably able to do so.

- 11.2 The Authorised Officer reserves the right to cancel an Event at any time if the Site is rendered unsuitable for use for an Event for reasons outside the control of the Council.
- 11.3 The Authorised Officer reserve the right to close the Market Place to Licensees in order to accommodate special events such as the Christmas Light Switch-on.
- 11.4 The Authorised Officer will not be liable to compensate the Licensee for any financial or other loss whatsoever arising directly or indirectly as a consequence of cancellation/termination by the Authorised Officer under paragraph 11.1 and 11.2
- 11.5 The Licensee may terminate this agreement by giving 30 days' notice in writing to the Authorised Officer. The Authorised Officer may use discretion to come to an individual arrangement with the Licensee should this be appropriate.
- 11.6 The Authorised Officer may terminate this Agreement without notice if the Licensee or assistants commit Gross Misconduct as outlined in 11.7 in the terms of the Licence. This shall not prejudice the right of the Council to recover from the Licensee any additional sum which may be incurred by them in carrying out any work necessitated by any breach of the conditions.
- 11.7 Gross Misconduct includes
- a) fighting, intimidation or physical assault
 - b) the use of foul or abusive language
 - c) exhibiting indecent or grossly immoral behaviour
 - d) sexual misconduct
 - e) possessing illegal drugs while at working on Council premises
 - f) gross abuse or insubordination
 - g) serious incapability through alcohol or being under the influence of illegal drugs
 - h) causing loss, damage or injury through serious negligence
 - i) deliberate or reckless damage to council buildings/property
 - j) racial and sexual harassment/victimisation
 - k) gross act of discrimination related to a person's age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, sex or sexual orientation.
 - l) the sale of dangerous or prohibited goods.
 - m) failure to meet FSA Hygiene minimum standard of level 3
 - n) arrears in excess of 12 weeks License Fee
- 11.8 Failure to comply with any of the terms of this Licence will result in the issue of a Breach of Licence Conditions Notice. The Licensee will receive a copy of this in writing with the aim to resume adherence to the terms of this Licence.
- 11.9 Breach of Licence Conditions
- | Code | Description |
|-------------|---|
| BLC1 | Gross Misconduct as outlined in 11.6 and 11.7 |
| BLC2 | Non-compliance with food/health and safety acts |

Code Description

- BLC3 Discriminatory behaviour
- BLC4 Trading on days & times other than on Licence
- BLC5 Non-payment of Licence Fees
- BLC6 Obstructing the path of fire services
- BLC7 Failure to remove stall in emergency event
- BLC8 Setting up prior to commencement times
- BLC9 Depositing Refuse causing hazard
- BLC10 Failure to produce a valid Licence agreement
- BLC11 Commodities other than on Licence being sold
- BLC12 Stalls & goods not removed after trading
- BLC13 Prices not displayed for goods on sale
- BLC14 Using receptacles not approved by council
- BLC15 Playing amplified music without permission
- BLC16 Licensee Vehicle not removed/entering before time
- BLC17 Oversized trading
- BLC18 Failure to operate from position indicated on licence
- BLC19 Failure to supply copy of public liability insurance
- BLC20 Persons not treated fairly & with courtesy
- BLC21 Staff not competent, courteous & helpful
- BLC22 Suspended electrical cables—not proper clearance
- BLC23 Stalls not easily & immediately removable
- BLC24 Display of advertisement other than for goods on sale
- BLC25 Notification of change of address not given
- BLC26 Notification of change of assistant not given
- BLC27 Failure to give assistance to council officers
- BLC28 Licensee or registered assistant not in personal attendance
- BLC29 Improper use of electrical equipment or gas cylinders
- BLC30 Unfounded/malicious allegation
- BLC31 Failure to notify food stall storage address details
- BLC32 Breach of any other condition not listed above

- 12 Should the Licensee be issued TWO Breach of Licence Condition Notices in a SIX month period or THREE in a TWELVE month licence period, The Authorised Officer may serve immediate notice to quit and will fully revoke the Licence.
- 13 Appeals against Breach of Licence Condition Notices or Gross Misconduct should be made in writing to The Authorised Officer within 21 days of the date of the issue letter.
- 14 Appeals will be heard by The Authorised officer.
- 15 On cancellation of this Licence the Licensee will return all keys issued in respect of the Market Place.

SIGNED by IAN DYER)
for and on behalf of)

EPSOM & EWELL BOROUGH COUNCIL

SIGNED By)

Date

And by

LICENSEE FULL NAME

SIGNATURE

Date

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COMMUNITY SAFETY PARTNERSHIP

Head of Service:	Damian Roberts, Chief Operating Officer Rod Brown, Head of Housing & Community
Wards affected:	All Wards
Urgent Decision?(yes/no)	no
If yes, reason urgent decision required:	
Appendices (attached):	Annex 1: draft Terms of Reference

Summary

This report sets out proposals to establish a local statutory Community Safety Partnership for Epsom and Ewell.

Recommendation (s)

The Committee is asked to:

- (1) Agree that its preference is for a statutory Community Safety Partnership to be established in Epsom and Ewell;**
- (2) authorise Officers to consult with statutory partners including the Police and Crime Commissioner about establishing a new Community Safety Partnership in Epsom and Ewell;**
- (3) subject to the feedback from statutory partners, authorise Officers to take appropriate steps to establish the new Community Safety Partnership.**

1 Reason for Recommendation

- 1.1 Community Safety have become a bigger priority for the Council in recent years and is reflected in the new vision for Epsom and Ewell which was approved by Council on 20 January 2020. Having a local statutory Community Safety Partnership will enable the Council and its partners to focus its attention and resources on this borough's needs.

2 Background

- 2.1 The Crime and Disorder Act 1998 placed the strategic governance of crime and disorder reduction work in a local authority area with the local statutory Community Safety Partnerships (CSPs).
- 2.2 All the other boroughs and districts in Surrey have a Community Safety Partnership focused on their own local authority area. The exception is in East Surrey where in 2017 the Council took a decision to operate a combined arrangement for the operation of the Community Safety Partnership with Reigate and Banstead Borough Council, Tandridge District Council, Mole Valley District Council.
- 2.3 The combined arrangement in East Surrey has been in place for just over three years. The meetings have generally taken place in Tandridge District Council and have been chaired by their then Chief Executive. The Partnership have not met since September last year.

The large geographic area the current combined Community Safety Partnership has not enabled partners to focus on and address the needs of specific areas like Epsom and Ewell. As a relatively small borough in terms of geography, Epsom and Ewell accounts for less than 10% of the combined geographic area of the current partnership. Yet, Epsom and Ewell is the most urban borough in the group and the one that is closest to London and has experienced higher rates of crime than the other three Councils, https://www.police.uk/surrey/SHSV/performance/compare-your-area/?section=msg_comparison#msg_comparison. This means that Community Safety is potentially a greater priority for Epsom and Ewell. The joint arrangements for the Community Safety Partnership across East Surrey was put in place before Epsom and Ewell Borough Council agreed a new approach to Community Safety and Enforcement which was approved by Strategy and Resources in 2018 and before the creation of a dedicated Community Safety and Enforcement post. The Council's new approach seeks to take a stronger and more coordinated approach to the Council's community safety role, including its approach to tackling antisocial behaviour and environmental crime in the borough.

3 Proposals

- 3.1 Rather than continuing with the combined Community Safety Partnership, this paper recommends re-establishing a local Community Safety Partnership just serving Epsom and Ewell. This is the model that exists in the rest of Surrey, with each Borough or District having their own local Community Safety Partnership, focused entirely on working with local partners to address community safety issues in their local area. A draft terms of reference for the new Partnership is included in Annex one. The final terms of reference will need to be approved by the Partnership itself in consultation with the statutory partners. .
- 3.2 A local Community Safety Partnership would also create the opportunity to bring together statutory partners that operate in the local area who may have better local knowledge and are better placed to deploy local resources.
- 3.3 These proposals also align with the Council's new approach to Community Safety and Enforcement which was agreed by Strategy and Resources in 2018.

4 Options Appraisal

4.1 Option 1 - Status Quo – East Surrey Community Safety Partnership

4.1.1 Advantages

- Established arrangements in place although will need to find a new chair/chairman following the departure of the Chief Executive of Tandridge District Council.
- Each of the statutory agencies only have to identify one member of staff to attend the combined East Surrey Community Safety Partnership across all four Council areas.

4.1.2 Disadvantages

- The geographic area covered by the combined geography of Mole, Valley, Reigate and Banstead, Tandridge and Epsom and Ewell is too large to provide sufficient focus on Epsom and Ewell's needs.
- Statutory attendees do not necessarily have local knowledge of community safety issues taking place in Epsom and Ewell as their role in the current group has to cover a much larger geographic area.

- Local accountability for delivery in Epsom and Ewell is more difficult to achieve in a group operating across four different Council areas and with representatives who may not have a role in this borough.

4.2 Option 2 – A local Community Safety Partnership for Epsom and Ewell

4.2.1 Advantages

- A direct and exclusive focus on Epsom and Ewell will allow community safety improvements to be targeted to Epsom and Ewell residents, business, students and visitors.
- Local Statutory attendees and other local partners are more likely to have local knowledge of the borough and the remit to provide practical help.
- A local Partnership reflects the Council's greater priority and more robust approach to Community Safety and Enforcement
- Potentially less travel time for the Council and statutory partners including associated positive climate change implications.

4.2.2 Disadvantages

- Potentially less opportunity for early sharing of ideas and good practice between Councils in East Surrey.
- Some statutory agencies will have to identify a local representative to attend the Community Safety Partnership meeting in Epsom and Ewell.

5 Risk Assessment

Legal or other duties

5.1 Impact Assessment

5.1.1 The proposals set out in this paper will enable the Council to better focus its resources on the needs of Epsom and Ewell and ensure that all parts of the Community experience the borough as a safe and welcoming place.

5.2 Crime & Disorder

5.2.1 The proposals set out in this report will make a positive contribution to tackling crime and disorder in the borough and help ensure that Epsom and Ewell is seen as a safe place to live, work study and visit.

5.3 Safeguarding

5.3.1 Safeguarding is a central part of the Council's approach to Community Safety, including raising awareness of safeguarding, ensuring that effective reporting arrangements are in place, and that staff are properly trained.

5.4 Dependencies

5.4.1 The on-going support of other statutory and non-statutory partners.

6 Financial Implications

6.1 There are no financial implications arising from this report. The Council already participates in the East Surrey Community Safety Partnership and therefore participating instead in a local Community Safety Partnership in Epsom and Ewell and held in the Council offices, could be accommodated through existing staffing resources.

6.1 **Section 151 Officer's comments:** : any resource required to administer a local Community Safety Partnership will be met from existing revenue budgets.

7 Legal Implications

7.1 The Crime and Disorder Act 1998 places a statutory responsibility on named organisations to form a Community Safety Partnership.

7.2 **Monitoring Officer's comments:** *there are none for the purposes of this report*

8 Policies, Plans & Partnerships

8.1 **Council's Key Priorities:** Improving community safety is reflected in the Council's key priorities.

8.2 **Service Plans:** This matter is included in the current Service Delivery Plan.

8.3 **Climate & Environmental Impact of recommendations:**

8.3.1 Environmental crime such as fly tipping of hazardous waste, countryside fires, unauthorised discharge of harmful chemicals into the air or rivers etc can have a significant impact on the environment, including bio diversity and climate change.

8.4 Sustainability Policy & Community Safety Implications

8.4.1 The proposals set out in this report are intended to improve Community Safety in Epsom and Ewell. Having Community Safety Partnership meetings in the borough and inviting local partners may prove to be more sustainable than having partner agencies travel across the County to Tandridge where the current combined Community Safety Partnership is based.

8.5 Partnerships:

8.5.1 A local Community Safety Partnership will enable better partnership working at a local level, because it will seek to engage with partners that operate or who have a direct local interest in Epsom and Ewell.

9 Background papers

9.1 The documents referred to in compiling this report are as follows:

Previous reports:

Community Safety and Enforcement Plan 2020, Environment and Safe Communities 28 January 2020.

Community Safety and Enforcement Plan, Strategy and Resources Committee 17 April 2018

Long term vision for Epsom and Ewell, full Council 20 Jan 2020

Other papers: None

EPSOM AND EWELL COMMUNITY SAFETY PARTNERSHIP
DRAFT TERMS OF REFERENCE

Purpose and role

The Epsom and Ewell Community Safety Partnership is a multi-agency strategic group established as part of the Crime and Disorder Act 1998. The Act gave local agencies shared responsibility for developing plans to reduce crime and disorder in their area. This partnership approach is built on the premise that no single agency can deal with, or be responsible for dealing with, complex community safety issues, and that these issues can be addressed more effectively and efficiently through working in partnership.

Agencies represented:

- Surrey Police
- Borough Council
- County Council
- Business Improvement District (BID)
- Clinical Commissioning Group
- Probation Service
- Surrey Fire Service
- Main Registered Housing Provider (Housing Association)
- Voluntary Sector representative (eg Victim Support)

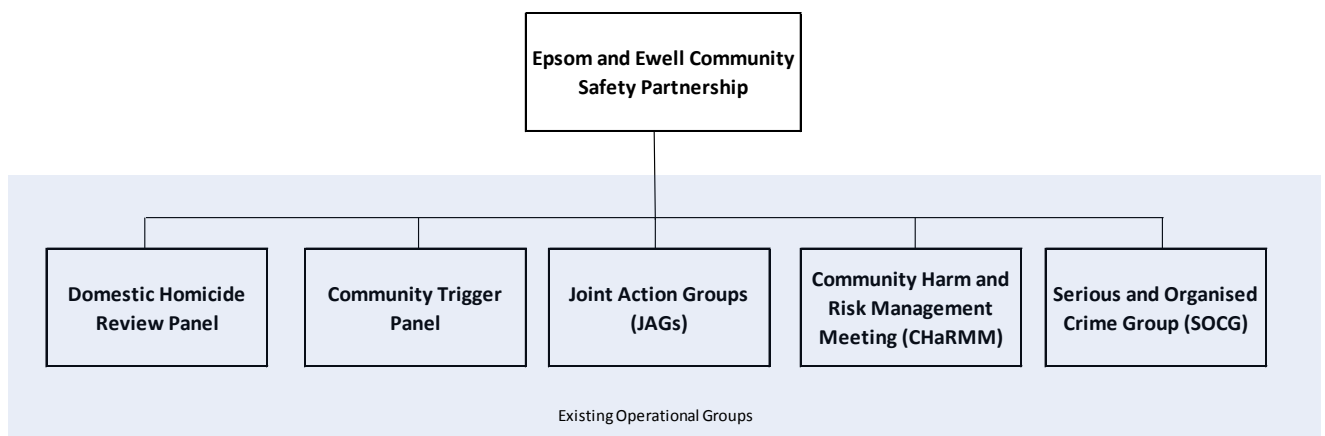
Terms of Reference:

1. To develop and oversee implementation of the annual Partnership Community Safety Action Plan;
2. Keep an overview of crime and anti-social behaviour levels across the borough and provide strategic direction where appropriate;
3. Identify and bid for external sources of funding when available;
4. Maintain contact and influence with the new countywide combined Community Safety and Health and Wellbeing Partnership Board (CSB) related working groups and Police and Crime Commissioner (PCC);
5. Promote the role of partners in preventing and tackling crime in the local area;
6. Ensure compliance with all statutory Community Safety Partnership (CSP) responsibilities and keep abreast of emerging national, county or local changes to policy or legislation affecting the Partnership;

7. Oversee use and implementation of relevant powers, e.g. those relating to the Anti Social Behaviour (ASB), Crime and Policing Act 2014;
8. Receive updates and provide strategic overview on the work of the Joint Action Group (JAG), and the Community Harm & Risk Management Meeting (ChaRMM);
9. Carry out the Partnerships statutory responsibility to initiate a Domestic Homicide Review by identifying a chair and administrative support to establish a Panel when appropriate. To manage the process, approve the Domestic Homicide Review report and action plan and monitor its implementation to ensure outcomes are met;
10. Keep an overview of Community Trigger applications and form a Panel to assess and monitor applications when necessary, and implement any recommendations arising from this;
11. Lead on the strategic co-ordination of activity to tackle Serious Organised Crime (SOC) activity to disrupt local Organised Crime Groups;
12. Take a leading role in tackling domestic abuse, promoting intelligence sharing between partners, tackling extremist views and delivering the Prevent agenda.

Governance Structure

The structure of the Partnership has been designed to ensure the delivery of the Partnership's Priorities.



Frequency of meetings

The Partnership will meet 6 monthly or more frequently if required.

Membership:

Chief Operating Officer (Chair)	Epsom & Ewell Borough Council
Borough Police Commander (Vice Chair)	Surrey Police
Chairman/Chair of Environment and Safe Communities Committee	Epsom and Ewell Borough Council
Surrey County Council Member rep nominated by the Local Committee	Surrey County Council
Head of Housing and Community Representative	Epsom & Ewell Borough Council
Representative	Office of the Police and Crime Commissioner
Representative	Surrey Fire & Rescue Service
Officer representative	Surrey County Council
Representative	Surrey Downs Clinical Commissioning Group
Representative	National Probation Service
Director	Rosebery Housing Association
Representative	Epsom Business Improvement District (BID)
Representative	Voluntary Sector eg Victim Support

Secretariat - Environmental Health Manger / Community Safety Officer

Reporting requirements and scrutiny of the Partnership

The Community Safety Partnership will publish an annual report setting out relevant data on crime in the local area, and partnership priorities for the year ahead. The Audit, Crime & Disorder and Scrutiny Committee of Epsom & Ewell Council are responsible for the scrutiny of the Partnership's priorities and activities on an annual basis.

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