

## Full Council

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<b>Date:</b>	<b>15 August 2017</b>
<b>Title:</b>	<b>Fair Agreement</b>
<b>Contact Officer:</b>	<b>Cassie Pinnells, Community Services Manager</b>

### Background

1. The three year agreement between the Council and the Showmen's Guild of Great Britain, London & Home Counties Section (The Guild) expired on 31 October 2016. A working group was created to progress renewal at the Community, Leisure and Recreation Committee on 25 October 2016 consisting of Councillors Champken-Woods, Stiles and Wyse.
2. Negotiations have taken place with The Guild delegation with minor amendments agreed to the Agreement as outlined below. This Agreement attached as Appendix 1 has been provided to the Guild for approval at their Guild meeting taking place on Tuesday 15 August 2017 at 10am. A verbal update will be given to Councillors at the Council meeting.
3. A breakdown of operational costs has been provided to the Guild, as the Fair has to be financially viable for both parties to ensure operational costs are covered and that Guild members can afford the rents. The Guild has stated their members do not want any fee increase as the Thame Fairs are running at a loss.

### Agreement

4. The agreement term has been set for four years running until 31 October 2020.
5. The Council retains overall control of both fairs with regards to event management, event layout and emergency procedures.
6. Within the agreement the following amendments have been incorporated:
  - a. The fee will increase annually in line with the Consumer Prices Index (CPI) percentage as at the 1 April of the current year but must as any minimum cover all operational costs.
  - b. An earlier access clause has been included before the 6pm pull on time to be triggered under the authority of the Council Fair Co-Ordinator once the area is clear of vehicles.
  - c. The Thursday operating times have been changed to commence at approximately 4.30pm.
  - d. Under Clause 62 clarification has been included to assist Guild Members.

*“Under no circumstances will preservation rights apply or should be allowed by the Guild for any event other than the Fairs organised in the town of Thame. Should any Guild member try to impose a restriction on any other amusement operator invited to a town event they will be banned from taking part in any Fair in Thame. For the avoidance of doubt the Guild manages the preservation rights in relation to the first and second Fairs covered in this Agreement.”*

7. The Chief Steward of the Fair has requested that the Council reconsiders the exclusion of Goldfish from Clause 55, to allow three stall holders the opportunity to have Goldfish offered as a prize for a game of skill. Goldfish would only be offered to persons of 16 years or over or children accompanied by an adult. Ensuring that all legal and welfare requirements are upheld. Further investigation by the Council Officer with other Town Fairs has found that no livestock are allowed to be issued as a prize. The clause has been left unchanged.

### Resource Appraisal

8. Below are previous years' financial payments.

Year	Fee Invoiced and Paid
2013-14	£26,668
2014-15	£27,319
2015-16	£27,521
2016-17	£27,521
Proposed	Agreement Fee
2017-18	£28,500

9. The fee has been set to recover all the expenses incurred for managing the fairs including staff time and additional contracted staff hours.
10. Operationally the Town Council has implemented the required road closure application within the legal timeframe to enable both Fairs to proceed on the 20-24 September and 12-15 October 2017 which has been forward funded by £2,275.

### Risk Assessment:

11. Legal and financial obligations set out within the four year Agreement identify roles and responsibilities of the Council and the Guild.
12. Arrangements will be reviewed annually to monitor any required changes with a break clause for termination if breaches occur and cannot be resolved by either party.
13. The Guild may not sign the Agreement depending on the outcome of the meeting on the 15 August 2017.

14. In the event of the Guild not signing the Agreement, there is an underlying threat that individual tenants would still attend without any formal agreement in place which would then become a police matter.

**Legal Powers:** Local Government Act 1972, section 144

**Recommendation that:**

- i) The Town Council approves the Agreement for signing by the Town Mayor and the Town Clerk.***
- ii) That in the event of the Guild not signing the Agreement that further delegated authority is given to the Fair Working Group working with the Community Services Manager and Town Clerk to do what is right for the town.***
- iii) Or to consider any other recommendation as a result of the Guild meeting on Tuesday 15 August 2017.***