

**KNARESBOROUGH TOWN COUNCIL**

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07 October 2026

To: **Members of the Market Committee** – Councillors D Goode, H Gostlow,  
K Lacey, M Longhurst, S Oakes, J Pickard, M Walker and H Westmancoat

Dear Councillors:

I hereby summon you to the following meeting of **KNARESBOROUGH TOWN COUNCIL MARKET COMMITTEE** to be held at Knaresborough House, Knaresborough, HG5 0HW on:

**Monday 12 October 2026**

**6.30 p.m.**

Please see the Agenda for the meeting below:

Yours faithfully

*A Pulman*  
Clerk of the Council

Any queries with regard to this agenda should be addressed to the **Clerk** at  
**[clerk@knaresboroughtowncouncil.gov.uk](mailto:clerk@knaresboroughtowncouncil.gov.uk)**

## COUNCIL PLANNING AGENDA – 12 October 2026

**1. To elect a Chair (and Vice Chair if required) for the Civic Year 2026-27** (*last meeting a Chair was elected for one meeting only*)

**2. To receive apologies and consider approval** of the reasons for inability to attend the meeting.

**3. To receive** declarations of **disclosable pecuniary interests** (not previously declared) on any matters of business and to consider any written requests for **dispensation**.

### **4. KTC Public Speaking Session**

Any member of the public who wishes to speak about an item on this agenda, or any topic they wish to bring to council's attention, does not need to give notice but priority will be given to those who have given prior notice to the Clerk – *please see contact details on the front of this agenda*.

**5. To consider** and, if thought fit, **approve** as a correct record, **the Minutes** of the **Market Committee** meeting held on:

**5.1** Tuesday 08 September 2026 (*ca*)

### **6. Governance and Agreements**

**6.1 To ratify the decision** taken by the Town Development Manager, in liaison with the Clerk under delegated authority, to appoint Councillor Pickard as Knaresborough Town Council's representative director on the Visit Knaresborough CIC for an interim period of six months, pending the tender process for the management of market operations or a decision by the Council to bring the operations in-house.

If the decision is not ratified, a new representative will need to be nominated and voted on.

**6.2 To consider** the 7 points raised by Councillor Bell at the Full Council meeting held on 29 August 2026 and **note** the responses (*ca, letter from NYC marked Official – Sensitive circulated as confidential to committee members only*)

**6.3 To consider and adopt** a Busking Code of Conduct for Knaresborough Market (*draft wording attached*)

**6.4 To consider** the recommendation from the Town Development Manager to adopt the Real Deal Markets Campaign as highlighted by a North Yorkshire Council Trading Standards Officer. See link: [The Real Deal Campaign for Fake Free Markets | Real Deal Markets](#)

### **7. Market Weekly Reviews:**

**7.1 To receive and note** the Wednesday Market Weekly Reviews for 9/16/23/30 September 2026 (**Commercial – Sensitive** – *circulated to committee members*)

## **8. Finance:**

**8.1 To receive and note** the Clerk's summary of market related expenditure from 1 April 2026 *(ca – note this is expense incurred through legal due diligence and initial operating handover, market operating reports will be available in due course)*

**Note:** Members of the public and press are invited to attend the meeting as observers. Only Committee members are entitled to vote. A list of Councillors is available on the website. Agenda papers may be viewed on the website.

**A copy of the agenda in larger print is available on request.**

Following the Local Government Audit and Accountability Act 2014 the right to record, film and to broadcast meetings of the Council, Committees and Sub Committees is established but anyone wishing to do so should advise the Clerk or Chair of the Council to ensure compliance with KTC's adopted policy to manage this activity effectively and lawfully.

**MINUTES OF THE MEETING OF KNARESBOROUGH TOWN COUNCIL'S**  
**MARKET COMMITTEE**  
**HELD AT KNARESBOROUGH HOUSE**  
**on Tuesday 08 September 2026**

**PRESENT:** **Chair:** Councillor Goode

**Councillors:** H Gostlow, K Lacey, M Longhurst and J Pickard

**Staff Present:** The Clerk and the Town development Manager

**Late Arrivals:** None                      **Early Departures:** None

**26/001M ITEM 1 – To elect a Chair (and Vice-chair if required) for the Civic Year 2026-27.**

**RESOLVED:** That Councillor Goode be elected as Chair for this meeting.

**26/002M ITEM 2 - To receive Apologies and consider approval** of the reasons for inability to attend the meeting.

**RESOLVED:** That apologies were received and reasons given approved for Councillors Oakes, Westmancoat and Walker.

**26/003M ITEM 3 – To receive declarations of disclosable pecuniary interests** (not previously declared) on any matters of business and to consider any written requests for **dispensation**

Councillor Pickard declared a non-pecuniary interest as a director of Visit Knaresborough CIC.

**26/004M ITEM 4 - KTC Public Speaking Session - none for this meeting.**

**26/005M ITEM 5 – Governance and Agreements**

**5.1 Confidential session**

In view of the confidential nature of the business to be transacted re **ITEMs 5.2 and 5.3** pertaining to commercially sensitive information, the item be dealt with in private session and, subject to the provisions of Section 1(2) of the Public Bodies (Admission to Meetings) Act 1960 (as amended), the meeting be not open to members of the public and press.

**RESOLVED:** To enter confidential session for reasons stated above.

## **5.2 Service Level Agreement – Weekly Market**

To consider the draft Service Level Agreement between Knaresborough Town Council and the Visit Knaresborough CIC for the operational management of the weekly market, and to determine whether Council wishes to approve and authorise its signing.

**RESOLVED:** That Knaresborough Town Council approves the Service Level Agreement and authorises it to be signed immediately.

## **5.3 Terms and Conditions – Weekly Market**

To consider the draft terms and conditions for the market and charging policies for stallholders and determine whether Council wishes to approve.

Councillors discussed the terms and conditions document at length.

**RESOLVED:** That with a few small amendments the document be approved.

The KTC Market Committee will continue to review this document as ideas for the market continue to develop.

**FURTHER RESOLVED:** That the following mission statement reflects what KTC is working towards for the future of the Knaresborough Market:

“To serve as the vibrant heart of Knaresborough’s community by connecting local farmers, artisans and small businesses with residents and visitors. Fostering an inclusive gathering place that celebrates fresh produce, local craftsmanship and entertainment, supporting sustainable community growth.”

Councillors and the Town Development Manager discussed proposed pitch rates, trader terms and definitions for a pricing structure. It was agreed that the Town Development Manager should move forward with the proposed pitch rates with the suggestions and amendments made by members and that any changes can be reviewed by the Market Committee.

## **5.4 Terms of Reference – Market Committee**

**5.4.1 To review**, and update, if necessary, the Market Committee Terms of Reference (ToR) given the agreed changes in the operating of the market that have occurred since the ToR were agreed by Full Council.

**RESOLVED:** That the Terms of Reference for the Market Committee do not need alteration at this time.

**5.4.2 To note** the following points in the ToR and **decide** on a timeframe for discussion and date for the next committee meeting:

- a. marketing and promotional work to further the success of the market.*

Councillors agreed that the focus at this time is to ensure the transition of the market remains smooth and that both traders and KTC allow a period of adjustment before any potential re-launch and marketing campaign. In the meantime, the Town

Development Manager, with the help of current traders, is actively promoting available pitches at the market.

- b. To submit estimates of income and expenditure on continuing services for the following year to the Clerk by end October for submission to Full Council as part of the budget process.*

Members agreed to delegate estimates of income and expenditure and provision budget information to Councillors Pickard and Gostlow and the Town Development Manager.

Finally, all present asked for the next KTC Market Committee meeting to be scheduled for early October, date and timed to be confirmed.

**Meeting closed 8:05 p.m.**

**Signed by the Chair  
Councillor D Goode**

Points raised by Councillor Bell at the Extraordinary Full Council meeting held on 29 August 2026:

Responses included for your consideration:

1. **NYC consent to Visit Knaresborough** – The *Wrigleys Summary of Main Commercial Terms, Overarching Market Agreement, section 8 (Alienation)* says NYC has agreed to the principle of Visit Knaresborough CIC operating the market, but that this is still subject to NYC's prior written consent. Can we confirm that we'll have that formal consent in place before the SLA starts?
  - Please see letter attached.
2. **Our ability to delegate** – In the same section, Wrigleys specifically say they haven't advised on KTC's delegation powers under the Food Act or more generally, and that KTC needs to make sure the subcontracting agreement complies with those powers. Have we had this confirmed separately, particularly that everything we're asking VKCIC to do under the SLA can legally be delegated?
  - A local council can contract out the day-to-day management and operation of the market held under Part III of the Food Act 1984 to a third party, this includes allocating pitches, managing daily logistics and general upkeep as well as keeping the market area and related structures clean and safe. A third party can gather stallage charges on behalf of the Council and employ or contract personnel to run the physical marketplace.
  - Council cannot delegate its core statutory powers and legal responsibilities. Therefore, Council cannot delegate making market byelaws, setting charges, the authority to prosecute offences, enforce statutory regulations, or bring legal actions against a competing or unlawful rival market. The Council remains legally and politically responsible for compliance with public sector duties and statutory obligations.
3. **Liability for VKCIC actions** – Again under *Wrigleys Summary, section 8 (Alienation)*, KTC remains fully liable for the acts and omissions of the subcontractor as if they were our own. If something VKCIC does results in a claim or financial loss falling on KTC, does the SLA give us sufficient protection to recover that loss from VKCIC?
  - Yes — the Council remains liable to third parties for anything the CIC does. The SLA can serve to protect the Council and therefore includes specific insurance requirements that allow KTC to recover any losses from the CIC.
4. **VKCIC insurance** – *Wrigleys Summary, section 7 (Insurance)* confirms KTC needs at least £10m public liability cover. The *KTC-VKCIC SLA, section 9 (Insurance)* just refers to VKCIC having "appropriate insurance". Should we specify a minimum level of cover for VKCIC and perhaps require evidence of it each year?
  - In normal circumstances this would be specified in the tender process.
  - Visit Knaresborough CIC has £10m public liability cover and as Clerk I have seen a copy of the current insurance policy schedule as proof.
5. **Surpluses and deficits** – The *KTC-VKCIC SLA, Financial Management & Reporting / Schedule 2* requires market income and expenditure to be separately identifiable and

reported. Could we make it explicit what happens to any accumulated surplus – does it remain KTC/market money or become CIC funds? And equally, who ultimately meets any deficit?

- At this moment in time KTC and the CIC are gathering information and data to inform a more robust future process. In these early stages it is not anticipated that the market will make a surplus, in line with KTC taking the market on as a service for the town. However, this is something that should be considered prior to any tender documentation being sent out.

6. **KPIs** – The *KTC-VKCIC SLA, sections 14 and 15 (Performance Standards / Reporting & Review)* has a number of performance measures, but they're fairly qualitative. Could we add a few simple measurable KPIs – for example pitch occupancy, trader retention, new traders, income and arrears – so we've got something objective to use when reviewing how things are going?

- At present, the CIC are collecting weekly data to inform Council and ultimately inform any tender process (or KTC taking the operation in house) of realistic expectations. Once a base has been established measurable KPIs can be introduced should Council wish to do so.
- Unfortunately, the data provided by NYC was incomplete and inaccurate hence way it is necessary to start from scratch.

7. **Conflicts of interest** – The *VKCIC Articles of Association* cover Council Directors, quorum and directors' conflicts. How are we planning to deal with KTC-appointed VKCIC directors when we're discussing things like VKCIC's performance, funding, the SLA itself or any dispute between KTC and VKCIC? It would be useful to have that clear from the outset.

- Under the Localism Act 2011 a councillor in England is legally bound to complete and submit a register of disclosable pecuniary interest and this must be regularly reviewed and updated.
- Failure to register a disclosable pecuniary interest without a reasonable excuse, providing false or misleading information, or participating in discussion/votes on a matter where an unregistered interest exists is a criminal offence.
- The Code of Conduct sets out the actions a councillor must take in the event of an 'interest' being discussed.

Clerk to the Town Council

07/10/2026

## Busking code of conduct for Knaresborough Market

There is no licence or permit required to busk at Knaresborough Market, but you will need a licence if you want to:

- sell CD's or other memorabilia
- advertise if you are raising money for charity
- or you are raising money for charity

## Code of conduct for buskers and street performers

Knaresborough Market is a vibrant place to visit. Responsible buskers can enhance the atmosphere, but it is important that you take the needs of others such as shoppers, businesses and residents into account.

This voluntary code of conduct aims to ensure that anyone can enjoy your performances, whilst not being inconvenienced.

Busking is performing music, usually singing accompanied by an instrument, dance or theatre in a public place, with the intention of receiving contributions from members of the public.

Most complaints about buskers are about noise levels, the length of time they perform and the repetitive nature of performances.

This code of conduct is intended to help you, as a busker, understand your responsibilities so that you can perform without any conflict arising.

1. When selecting your site, don't block entrances to shops, offices or other buildings, or the highway. Avoid playing near public phone boxes. Always allow enough space for pedestrians and emergency vehicles to pass by safely.
2. Where possible, before starting to perform, introduce yourself to the Market Officer and to the businesses immediately next to where you intend to play. This may reduce the likelihood of complaints.
3. Don't perform within 100 metres of another busker.
4. A busker should not perform for any longer than one and a half hours in the same location.
5. Once you've moved site, don't come back within three hours.
6. Keep the volume of your performance to an acceptable level; if it can be plainly heard 50 metres away, this is too loud.
7. Be aware of your sound volume and try to adapt your equipment to reduce your noise levels.

8. Vary your repertoire. If you have a limited number of songs that you perform, switch sites more regularly.
9. You can receive donations from the public, but these must be voluntary. You must not actively solicit monetary contributions.
10. Do not sell anything including CDs. You will need a [street trading licence](#) if you want to sell goods. This is available from North Yorkshire Council.
11. Do not request donations to a charity unless you have a permit. This is available from North Yorkshire Council Licencing.
12. You must comply immediately with any instructions from the Market Officer, council officers and North Yorkshire Police. These instructions could be to reduce your volume, move your location or stop performing.

Your co-operation is appreciated. Failure to adhere to this voluntary code of conduct could result in more restrictive controls being introduced which may limit your ability to perform.

#### Resolving issues

If someone approaches you to say they have been disturbed by the noise of your performance, do not be confrontational. You should:

- be reasonable with the person complaining
- ensure that you have been sticking to the code of conduct
- try to reach a compromise - can you reduce your volume or move to another site?

If you feel that you have followed the code, but you can't come to a compromise with the person complaining, you should politely inform them that you are following the code.

If you cannot reach a compromise, please contact the Market Officer for help.

**Market Related Costs Incurred from April 1 2026**

| <b>Date</b> | <b>Supplier</b> | <b>Description</b>                                    | <b>Net</b>   | <b>Total</b> |
|-------------|-----------------|-------------------------------------------------------|--------------|--------------|
|             | Wrigleys        |                                                       |              |              |
| 02/09/2026  | Solicitors      | Professional services re Market transfer NYC to KTC   | 2950         | 3540         |
| 02/09/2026  | OJW Services    | Market Officer shadowing duties for handover          | 1400         | 1400         |
|             | Wrigleys        |                                                       |              |              |
| 09/09/2026  | Solicitors      | Professional services re Market operations            | 2014         | 2417         |
|             |                 | Support for initial set up costs including Insurance, |              |              |
| 29/09/2026  | Visit Kboro CIC | Website, Trailer work, booking platform, legal costs  | 5000         | 5000         |
|             |                 | <b>Total:</b>                                         | <b>11364</b> | <b>12357</b> |