

House of Lords
MINUTES OF EVIDENCE
Taken before the
UNOPPOSED BILL COMMITTEE
on the

NORWICH LIVESTOCK MARKET BILL [HL]

Wednesday 23 April 2025

Before:

LORD GARDINER OF KIMBLE, Senior Deputy Speaker

MR DAVID MILROY, Assistant Counsel to the Chairman of Committees

MS CHRIS SALMON-PERCIVAL, Clerk of Private Bills

MR EMYR THOMAS of Sharpe Pritchard appeared as the Parliamentary Agent for the Bill.

There also appeared:

MR MARK FITZSIMMONS, Property Project Manager, Norwich City Council

(10 am)

1. **LORD GARDINER OF KIMBLE:** Welcome to the Unopposed Bill Committee on the Norwich Livestock Market Bill, a Bill promoted by Norwich City Council. I am Lord Gardiner of Kimble, Senior Deputy Speaker, and on my right is Mr David Milroy, counsel. These proceedings are being broadcast and transcribed. The transcript will, as usual, be put on the parliamentary webpage in due course.

2. May I begin by welcoming Mr Emyr Thomas of Sharpe Pritchard LLP, parliamentary agent for the promoters, and Mr Mark Fitzsimmons, property project manager for Norwich City Council? May I ask you, Mr Thomas, to introduce the Bill, to describe its main provisions, and to explain fully the proposed amendments?

3. **MR EMYR THOMAS:** My Lord, thank you for that introduction. As you say, I am Emyr Thomas, and I am the agent for Norwich City Council, the promoter of the Norwich Livestock Market Bill. In brief, the Bill provides for the relocation of the Norwich livestock market to a new site outside the boundary of the city council. The Bill also confers powers on the promoter to enable it to operate the market at the new site. The market is one of the last trading markets in East Anglia, and the promoter considers it is vital to retain an operational market in the local area.

4. I propose to call the council's witness, Mark Fitzsimmons, in evidence. Mr Fitzsimmons, as you know, sits next to me, and he is the council officer responsible for the Bill's promotion.

5. I think you have the council's bundle of papers before you, and we will be looking at certain of the documents included in the bundle shortly. I intend to do four things this morning. First, I will provide some background information about the market itself. Secondly, I will explain briefly the consultation exercise undertaken by the promoter last summer.

Thirdly, I will summarise the Bill's provisions and explain why they are needed. Fourthly, I will explain the minor amendments that the promoter wishes to make to the Bill.

6. First, then, is some background information on the livestock market. I will begin with the legislative background. By Section 4(1) of the Norwich City Council Act 1984, and this is on page 46 of the bundle, under tab 6, the council is empowered to hold markets within the city. By Section 2(1) of that Act, "the city" means the city of Norwich, and the existing market is such a market located within the city. By Section 8 of the Act, the livestock market can be relocated. However, such relocation can occur only within the city of Norwich. The livestock market was relocated to its current site near Hall Road in Norwich in the 1960s, and an aerial photograph of the market in the context of Hall Road is shown on page 7 of the bundle, under tab 3.

7. Detailed survey work of the market undertaken in 2022 has concluded that extensive repair works are required to update the current market's facilities and ensure that the market can continue to meet modern biosecurity and animal welfare standards. The required works are listed in paragraph 3.1 of Mr Fitzsimons's note on the Bill, which is on pages 3 and 4 of the bundle, under tab 1.

8. The required works include demolishing a former auction building and removing asbestos, the removal of asbestos and reroofing of the current auction building, providing new electrical services to the current auction building, refurbishing the interiors of offices, cafés and other facilities, redesigning and repairing weighing scales, replacing a substantial number of animal pens, extending roofs above animal pens for improved protection from the sun, installing a new water supply, providing water tanks for washdown after sales and new washdown facilities for vehicles, and, finally, relaying parts of the existing concrete roadway and hardstanding for vehicles.

9. In the light of the above, the promoter considers that the facilities at the existing market are outdated. Estimates indicate that the repair liability for these works could amount to more than £3 million, for which the council would be responsible.

10. In 2010, the council sold the freehold site of the market to the current freeholder, and purchased a leasehold interest in the site, which has around 80 years remaining. The council has a proprietary arrangement with the freeholder for the purpose of providing the market, and it has an arrangement in relation to the existing site with Norwich Livestock Market Ltd, the market operator, which I shall refer to as NLM.

11. The current site is also subject to operational restrictions by virtue of the head lease with the freeholder, which restricts the number of market days that can take place each year, and limits the market's activities to the sale of sheep and cattle only. Before 2010, the market, like similar ones across the UK, sold other animals, including pigs, and fur and feathers, such as poultry, rabbits and birds, and provided for the sale and storage of plant and machinery.

12. Over the years, the size of the market site has also been reduced from around 18 acres in the 1960s, when it included four auction houses, a lorry park and even a pub, to around 3.25 acres today.

13. The extent of the required works, the need for additional parking and the operational restrictions mean that further investment in the existing site would not deliver economic return on public investment. The promoter, therefore, proposes to move the market to a new site.

14. While the council has the power to relocate the market within the city boundary by virtue of Section 8 of the 1984 Act, no financially viable sites within the city boundary have been found, despite an extensive search. A provisional business case indicates that the relocation of the market to a new site outside the boundary, with lower land values, could

deliver a level of financial return to justify further investment. To address these issues, the council's proposal is to relocate the market to a new site outside the city boundary.

15. The Bill does not promote any specific site, but Clause 3(1)(a) allows the council to relocate the market to a new site at any place outside or inside the city, subject to certain conditions, and we will turn to those conditions shortly. There has been extensive consultation with members of the public, the NLM, the NFU, and users of the market, who overwhelmingly support a relocation of the market to a new site outside the city boundary.

16. I will now move on to the second topic, which is the consultation undertaken last summer. The council undertook a public consultation between 18 July and 24 August via the Get Talking Norwich website, which is the council's consultation and engagement platform. It was an online survey used to capture feedback that was open to all stakeholders and members of the public. There is a report on the consultation from page 8 of the bundle, under tab 4.

17. I will just flag up one point. The final paragraph on page 9 says, "To maximise participation and feedback, the consultation was actively promoted through various channels. This included a public notice in the local paper, social media promotion, a feature in *Citizen* magazine, targeted emails to relevant stakeholders, and in-person promotion of the market", so the consultation was well publicised.

18. The consultation received 354 responses and, if we turn to page 12 of the bundle, it will be noted from the pie chart that, of the consultation responses received, 73% supported the council's proposals to secure a new Bill for the relocation of the market outside the city boundary; 16% opposed; and 11% were unsure.

19. The reasons for supporting the proposal are set out in pages 12 and 13 of the bundle, and these have been organised into three categories: accessibility and transport; animal welfare and biosecurity; and economic and community benefits. It will be noted that reasons for support included the current facility's urban location posing significant accessibility

challenges, insufficient parking and space for the current demand, larger vehicles facing difficulties due to the limited space and access points, the outdated infrastructure, overcrowding, and potential disease risk.

20. A new location with improved biosecurity measures was seen as crucial for safeguarding animal welfare. A new market could revitalise related businesses and create a thriving social and agricultural hub. A new market would also provide an important hub for the rural community, fostering stronger social connections within the farming community, recognising the market's role as a valuable gathering space. In summary, responses were overwhelmingly supportive of the proposals.

21. In addition to last summer's consultation, there have been extensive discussions with the NLM and the wider farming community, including the National Farmers' Union, and each of these supports the Bill. In addition, back in 2022, when Mr Fitzsimmons took on this role with the council, he reminded me when we were in the corridor a moment ago that he undertook a pre-consultation in 2022, asking the users what they thought of the market and what could be done to improve it, so this is very much a piece of work that has been going on for some time.

22. It should be noted that the promoter considered alternative options for the relocation of the market within the city boundary. However, as I mentioned, these are not forthcoming. Retention of the market on the current site has also been considered, but the substantial repair costs, the nil income return, and the existing operational limitations mean that this option is not attractive.

23. I will now turn to the third point this morning by providing a summary of the Bill's provisions and explaining the need for them. As mentioned, the current power to hold a livestock market is confirmed by Section 4 of the Norwich City Council Act 1984. Subsection (1) confers the power on the promoter to hold markets and fairs within the city, i.e. within

Norwich, and, as mentioned, while the market can be relocated, such relocation can occur only within the city. The promoter, therefore, requires additional powers to relocate the market to a location outside the city of Norwich.

24. We will next turn to some of the Bill's key provisions. The filled-up Bill, showing the promoter's proposed amendments, which I will come to shortly, is included at tab 9 of the bundle. In the usual way, the preamble and Clauses 1 and 2 contain citation and interpretation provisions.

25. Clause 3(1) would enable the Council to relocate the market to any place outside or inside the city limits, subject to the conditions set out in subsections (2) and (3). Clause 3(2) provides that the new site must be at least 5.5 acres—an amount that is greater than the existing site, so we will be providing betterment here—and provide a market facility equivalent to the existing site. It must also be located either within 16 miles of the existing site, and within three miles by road of the A11, A47 or A140, or within one mile by road of the A1270. The map at page 6 of the bundle, under tab 2, shows these restrictions.

26. Taken together, the purpose of these provisions is to provide comfort to existing users that any site will be of an appropriate size and in an accessible location. The conditions set out particularly in Clause 3(2)(c) were subject to detailed discussions with key stakeholders in advance of the drafting of the Bill, including the NFU, the NLM, and others, and Mr Fitzsimmons can expand on that shortly, if necessary.

27. Clause 3(3)(a) provides that the council cannot relocate the market without first consulting the market traders and any other person who appears to the council to be likely to be affected by the proposed location, and so this will enable market traders' views to be heard.

28. Clause 3(3)(b) provides that the market cannot be relocated without first ensuring that the new site is laid out for the purposes of the market and is available for use, thereby ensuring continuity of the market facility.

29. Clause 3(3)(c) ensures that market traders and others have at least 90 days' notice of any relocation. It is worth noting that Clause 3 is based, in part, on Section 4 of the Hereford Markets Act 2003, which is also included in the bundle.

30. Clauses 4 and 5 of the Bill confer powers to expand or reduce the size of the new site. Clause 4(1) empowers the council to determine that land forming any part of the new site that is not required for the purpose of the market should no longer form part of the new site, and to determine the date from which this is to happen.

31. Clause 4(2) provides that a determination under subsection (1) may not be made where it would mean that the land made available for the market facility is less than 5.5 acres in size, so that size set out in Clause 3(2)(a) is protected.

32. Clause 5 empowers the council to incorporate adjoining land in respect of which the council has a legal estate or the written agreement of a person who has a legal estate in that land.

33. Clause 6 is substantially based on Section 3 of the Hereford Markets Act 2003, and provides the council with powers to operate and regulate the new site. For instance, subsection (1) provides that the council's rights in relation to the existing site shall continue to have effect in relation to a new site, excluding any lease, tenancy at will or licence at the existing site.

34. Clause 6(2) applies the provisions of Part III of the Food Act 1984 to the new site, and they are included at tab 5 of the bundle. Part III contains a number of provisions relating to the operation of markets, including, among other things, powers to appoint market days

and hours, and to make by-laws regulating the use of the market. These provisions apply to the market at the existing site by virtue of Section 5 of the Norwich City Council Act 1984.

35. Clause 6(3) provides powers to develop a new site, and Clause 6(4) empowers the council to appoint another person to operate or manage a new site.

36. Clause 7 provides a power for a person authorised by the council to give directions as to the use of the new site by members of the public, or as to the movement, stopping, parking or placing for loading or unloading of any vehicle at the new site. Subsection (2) provides that a fine not exceeding level 3 on the standard scale may, on summary conviction, be issued to any person who fails, without reasonable excuse, to comply with the direction under subsection (1). That is partially based on Section 6 of the 1984 Act.

37. Clause 8 provides a power to issue fixed penalty notices for committing an offence under Clause 7, or for breaching any by-laws made under the Food Act 1984. By Section 60 of the Food Act, which is included in the bundle at page 38, under tab 5, by-laws made under the Food Act may provide for regulating the use of the marketplace and the buildings, stalls, pens, and standings in that marketplace; for preventing nuisance or obstruction in the marketplace, or any immediate approaches to it; for regulating porters and carriers resorting to the market; for fixing the charges to be made for carrying articles; and, after consulting the fire and rescue authority, for preventing the spread of fires in the market.

38. Subsections (3) to (5) of Clause 8 set out the requirements as to the content and method of service of any fixed penalty notice. Subsection (7) provides that the amount of the fixed penalty notice is to be prescribed by the council, but may not be an amount exceeding level 1 on the standard scale, which is £200. Subsection (8) prescribes the form of evidence applicable to any subsequent legal proceedings.

39. The council considers that the powers under Clauses 7 and 8 are necessary to ensure that there are controls over the use of the market facilities to enable the market to

operate effectively. Without these provisions, the council would not be able to control the movement of members of the public or vehicles at the new site, which could impede the safe and efficient functioning of the market. Mr Fitzsimmons can provide further information, if necessary, as to why these provisions are needed, based on experience at the current site.

40. Next, Clause 9 enables an authorised person, which includes a constable or a person authorised by the council, to require a person suspected of committing an offence under Clause 8, or acting in breach of by-laws made under the Food Act, to give their name and address so that enforcement action may be taken against them. Subsection (2) provides that it is an offence to fail without reasonable excuse to provide that information and a person who commits such an offence is liable, on summary conviction, to a fine not exceeding level 3 on the standard scale.

41. Clause 10 provides for the application of the 1984 Act to the provisions of the Bill, and disapplies sections 4 and 8 of that Act to ensure that the provisions of the Bill can effectively provide for the relocation of the market, which can occur only within the city boundary under the existing Act. The clauses ensure that a relocation under Clause 3 is not treated as a relocation for the purposes of the 1984 Act.

42. I will next turn to my fourth point this morning, which concerns the 16 minor amendments that the promoter wishes to make to the Bill. These are set out in the paper of proposed amendments under tab 8 of the bundle, and then they are shown in the filled-up Bill under tab 9. The proposed amendments are not substantive, and are proposed to improve the clarity and the drafting of the Bill. They are being brought forward following consultation with the assistant counsel to the Chairman of Committees. Would it be helpful if I took you through each of them?

43. **LORD GARDINER OF KIMBLE:** Yes, do, but I understand that you can say that some are technical. I do not need, perhaps for some of them, an explanation in the way as I would for some of the more, shall we say, significant amendments.

44. **MR EMYR THOMAS:** The first one is on page 86, and is to Clause 2(b). The omission of the words “by or” is a technical amendment.

45. Next is page 87 and Clause 3(1)(a). Here, the proposal is to omit “of” after “outside”, and to insert “or inside”. The purpose of doing this is that, if the market leaves the city, the council’s intention is not to lock the door on the possibility of it ever coming back, whatever the likelihood of that may be. Absent the inclusion of the words “or inside”, once the market has left the city, it would not be able to come back, and that is not the promoter’s intention. Therefore, the promoter seeks the inclusion of “or inside” in Clause 3(1)(a).

46. On the same page, Clause 3(2)(b), this is a technical amendment replacing “comparable” with “equivalent”, which is considered preferable because the objective is to ensure at least an equivalent level of activity at the new market.

47. Next, Clause 3(2)(c)(i). By Clause 3(1) and the definition of “the market”, it is evident that the Bill is intended to apply to the first and any subsequent relocation of the market. The definition of “existing site” in Clause 3(2)(c)(i) in the Bill as deposited does not work defectively in the context of a relocation, other than the first, because the maximum distance of relocation would always be measured from the present site of the market and not from the site of a future relocation. The potential effect of the original drafting is that, over time, the market could, in theory, move further and further away from the city. That is not the promoter’s intention, and so the promoter’s intention is that “16 miles” is a reference to the current site, and the proposed amendment would achieve this.

48. Next is Clause 3(3)(b), which is a technical amendment.

49. Clause 4(1) is also a technical amendment.

50. Next, Clause 4(3)(a). Clause 4(4)(a) defines the term “any restriction, right or obligation” in Clause 4(3) as a statutory restriction, right or obligation, or one that attaches to land by virtue of the land status or use as a market facility. Those words in Clause 4(4)(a) – “or use as a market facility” – are important because, owing to their inclusion in the definition, the words, by virtue of it being part of the market in Clause 4(3)(a), are unnecessary, and so they can come out.

51. Next is page 88. Clause 4(4)(b) is also a technical amendment. The provision here refers to rights as well as obligations. Since rights are conferred rather than imposed, the word “confer” needs to be included.

52. Also on this page, on reflection, original Clause 5(2)(b) is unnecessary and is already covered by the definition of “new site” in Clause 2, so the promoter seeks the omission of Clause 5(2)(b), and what was previously Clause 5(2)(a) therefore becomes part of new Clause 5(2).

53. Clause 5(3)(b)(ii) is a technical amendment. The order in which the words were originally set out has been rearranged.

54. Clause 6(2) is a technical amendment.

55. Clause 6(3)(b) is also a technical amendment.

56. If we turn the page to page 89, there is an amendment here to Clause 6(3)(f). Clause 5 allows the new site to be enlarged using adjoining land in which the council has a sufficient interest or in which it has the agreement of a person with a sufficient interest in the adjoining land. Clause 6(3)(f) gives power to the council to sell, lease, exchange or otherwise dispose of a new site or part of it. The power under Clause 6(3)(f) is not intended to override the private interest of a person with sufficient interest, which I just mentioned and which is set out in Clause 5(3)(b)(ii). To safeguard against such interest being overridden, the promoter

proposes the inclusion, at the end of Clause 6(3)(f), of the words “(without prejudice to the rights of any other person over land)”.

57. The remaining amendments on this page are also of a technical nature.

58. **LORD GARDINER OF KIMBLE:** Thank you very much for that very thorough explanation of the Bill and the amendments. I had just a few questions that really are seeking to understand a bit better the importance of, as you have said, the stakeholder views and consultation that has taken place. I also wanted to raise compulsory purchase, as well as perhaps a consideration of market facilities, and prosecutions and fixed penalties.

59. More generally, to open, in terms of the stakeholder views, I well understand that the city has undertaken considerable consultation of those using the market, but, of course, conceivably, there will be new users as a relocated site comes into place, bearing in mind the accessibility and transport issues.

60. I wondered how much you felt the stakeholders have influenced the area for relocation delimited by the Bill in Clause 3(2)(c). The map is very interesting because it suggests that you need the accessibility, but I am assuming also that you are considering, in terms of the relocation, where would suit the customers the best in terms of the arc of farmers who are coming to sell their livestock.

61. Going on from that, perhaps, into this area of the market facility, I can well understand the importance, not only for the city as the owner of the site, but also for the viability of the market facility itself, of the ability to have a much broader opportunity of things to sell and the expansion of the market. I just wondered to myself, picking up your point, when there was an original market of 18 acres, with now a minimum of 5.5 acres, if one's aspiration was to expand and have more market days and perhaps a wider range of things that could be traded and sold, about this minimum of 5.5 acres. If it was originally 18 acres before it was

moved to the site that we are now talking about, one can get very hemmed in with 5.5 acres if you have large vehicles and so forth.

62. If I could ask that quite pragmatic set of questions about how you have considered the way forward, perhaps we could then talk about some of the other relevant issues to the legislation.

63. **MR EMYR THOMAS:** In terms of what a future market could sell, in essence, perhaps Mr Fitzsimmons is the best person to answer that question.

64. **MR MARK FITZSIMMONS:** Good morning, my Lord. When I came on board on the project three years ago, I initially met the directors to really start to understand their business. What became clear is that this market is quite unique. It is run by farmers, for farmers, unlike a professional auctioneering business. There is a very close relationship between the four directors and their customers.

65. After a few weeks of getting to know them—and I was somebody from the outside representing the council—we decided that we needed to establish what their customers wanted. I could fully understand and appreciate that, at that point, the directors said, “We do not mind relocating the market elsewhere within the city boundary, because we have the protection of the 1984 Act”, but I thought that was not necessarily acting in the best interests of customers, so we did an initial questionnaire to 1,400 market customers, asking what they wanted.

66. What came back was quite clear to say that, in line with other market relocations around the country, they would like a new market with much better access and much better welfare facilities, administrative offices and a café, so all those things that go around it, reinforcing the social element of how important markets are for, quite often, remote agricultural workers.

67. In that dialogue, we discussed it with the directors and they have come round to the opinion that they foresee that, in the long-term interest, a relocation outside the city is going to give them an opportunity to draw a line under what has gone for the last 60 years and, with the restrictions imposed on the current market, allow them to open up new revenue streams. They would readily accept that they also have to take this opportunity to invest in their business in order to exploit new revenue streams such as plant and machinery.

68. The 5.5 acres really is a recognition that, whatever we do, it must be bigger than the current site, but, in terms of initial design and what the council has aspirations to do, it is larger than the 5.5 acres, recognising that we will have only one opportunity to do this and that we have to make sure that it is right.

69. With larger vehicles coming on to site now, there are opportunities. I am working very closely with the market directors and meet them every four to six weeks. I have regular meetings with their shareholders and with the NFU. We see a number of opportunities here for that business to grow into a large agricultural hub, which is more commonplace as you visit markets around the country. I have done a tour of seven or eight markets, and what is clear is that there are lots of ancillary businesses associated with market activities, which we could incorporate within a new market. It would give them opportunity to bring in new blood and new auctioneering opportunities. One of the things that they are looking to do, if we can relocate, is to set up a relationship with the Harper Adams agricultural college in Shropshire and to get young auctioneers to come over and have a foothold in the industry.

70. There is another thing that I have just started in terms of dialogue. I went to Bakewell market in Derbyshire, where they have a room set aside that, on market days, is staffed by the local GP surgery and various public health bodies and charities, so they can have access to this group of quite remote agricultural workers. I have now been privy to two meetings with NHS representatives, and representatives from public health, the county council

and YANA—or You Are Not Alone—which is a charity that focuses on mental health. We are going to meet at the current market in about three weeks' time, so that they can start to gauge what opportunities there are within a new market to potentially put in a mental health and medical hub within a new centre.

71. We are looking to diversify this opportunity. I know that there is a later question here in terms of engagement, but so far, from all of my dialogue with the respective district councils around Norwich and, importantly, the county council, all have fully supported the wider proposal that we are seeking to achieve.

72. **LORD GARDINER OF KIMBLE:** Thank you very much. That is very encouraging, and I am very pleased that there is this constant dialogue with the customers, because I cannot help feeling that this is a great opportunity for the farming community.

73. I wanted to just ask further as to the appropriateness of the council acquiring a right of compulsory purchase outside the city and its jurisdiction. It leads me to refer to your last comment about the other local authorities in which a site for a new market may be secured, as to the relationship and the dynamic. Until you go to a new site, Norwich City Council is in its own jurisdiction, but you are now going to be elsewhere, and, therefore, harmonious relationships with whichever is the local authority in which the new market is placed are important. I just wanted to ask in what circumstances you could envisage such a power being used, mindful of the dynamic that one will be in another local planning authority for the city of Norwich market.

74. **MR EMYR THOMAS:** The intention is to acquire any land that is needed for the market by private treaty rather than to rely on compulsory purchase powers. That is the first point to make.

75. The second point to make is that, if we look at the application of Part III of the Food Act, Clause 6(2) says, "Following relocation of the Market to a new site in accordance

with Section 3”—i.e. Clause 3 of the Bill—“Part III of the Food Act applies to the market at that new site as if the market had been established at that site under Section 50 of that Act”. I take this to mean that, if it is to be treated as if established under Section 50(1)(a) of the Food Act, a consequence of this is that the compulsory purchase powers under Section 110 of the Food Act are available. However, if we look at Clause 6(2), the Food Act applies following relocation of the market. If we go to Clause 3(3)(b), “The Council must not relocate the Market”—under Clause 3—“until the new site is laid out for the purposes of the market and available for use as a livestock market”, so we have to put the market in place before the Food Act powers come into place, and before we can rely on the regime under Section 110.

76. **LORD GARDINER OF KIMBLE:** In other words, if I have this right, until the site has been agreed under private treaty, and subject to the planning of the local authority in which it is placed, the compulsory purchase powers under this do not trigger.

77. **MR EMYR THOMAS:** That is my understanding.

78. **LORD GARDINER OF KIMBLE:** In terms of the location and the local community in which the new market would be, there is all the scope for remedy or refining the planning application.

79. **MR EMYR THOMAS:** Yes, absolutely. Any planning application would be subject to the usual Town and Country Planning Act regime. We are not interfering with that in any way, and so the usual requirements as to consultation and engagement by both the applicant and the local planning authority after any planning application had been validated would have to be undertaken. The measures that are in place in respect of any ordinary planning application, if we can call any planning application ordinary, would apply here as well. We would need to get planning permission for anything that we intend to do under this Bill, including the market. The Bill does not give us planning permission for the market. It just lifts

the restriction that the council is currently subject to by virtue of the Norwich City Council Act 1984.

80. **LORD GARDINER OF KIMBLE:** Thank you.

81. **MR DAVID MILROY:** Can I just come in here?

82. **LORD GARDINER OF KIMBLE:** Yes, of course.

83. **MR DAVID MILROY:** Just to return to the compulsory purchase power, while I do not want to labour it, I see your point on it not being available to move to a new site, but would it not be available for enlarging a site?

84. **MR EMYR THOMAS:** Yes, quite possibly. It would be available subsequently, but then, of course, the usual CPO regime would apply, and we could not surprise anyone with a CPO. As you know, before a local planning authority makes a CPO, it must undertake negotiations with the owners of the site. It must discuss the possibility of private treaty, and it is only when those discussions are not going anywhere that you would proceed to the making of the order. The usual regime would apply, in that we would have to carry out discussions and negotiations, and seek to acquire the land by private treaty before ever seeking to rely on CPO powers, as any other local authority would do, exercising CPO powers under any other piece of legislation.

85. **LORD GARDINER OF KIMBLE:** It begs the question: make sure that you buy sufficient land to do what you want to do, given the aspirations that Mr Fitzsimmons has explained about the local farming community.

86. For my own understanding, how common are prosecutions and fixed penalties relating to the market currently? Do you anticipate, given their profile, any difference in a relocated market in perhaps a less congested environment?

87. **MR EMYR THOMAS:** Mr Fitzsimmons, do you want to give an idea of the issues that must be dealt with?

88. **MR MARK FITZSIMMONS:** Yes. In the current site, over the last two or three years, there have been some issues with animal rights protesters coming on to site, which has involved a lot of police resource. At great relief to the farmers, the new Public Order Act 2023 gave the police more powers to deal with some aggressive behaviour from some of those people. Unquestionably, that was putting off some livestock producers from visiting Norwich market because of the levels of intimidation. We do not quite know, of course, where the future site is going to be. We need the Act to be able to go to the next stage. This is public money, at the end of the day. We have to make absolutely sure that we maximise the return for the public purse.

89. There might be some ancillary business uses that we bring on to the site, which will require that somebody has overall management of the site from a parking perspective and to issue traffic regulations. One of the ideas being discussed at the moment is potentially a commercial lorry park. We have all of this concrete laid on the ground, which is very expensive. On the days where there is no market, I have explored the idea of creating a lorry park, which, again, would deliver another key piece of transport infrastructure to Norfolk, because there is a real absence of such facilities around the country at the moment.

90. If we went down the route of a lorry park, that really highlights the need to be able to efficiently manage the space on behalf of the council. In discussions with district councils and the county council, they have said, "As this is going to be a city council site, we are quite happy for you to take over the management of those aspects in reference to the site".

91. **MR EMYR THOMAS:** It is worth emphasising that Clause 7 is supported by Norfolk County Council as the local highway authority. It is really an example of the city council being a good neighbour. The city council is bringing the market to the area. The city council is aware of anti-social behaviour that can occur at the market. The city council has experience of dealing with such issues. It is, therefore, appropriate that, for the new market,

the city council, which is in a better position than the county in those respects, deals with those matters.

92. **LORD GARDINER OF KIMBLE:** Thank you very much for your explanation of the Bill and the amendments, and, indeed, the answers to the questions, some directly pertaining to the Bill, but perhaps others as more general inquiries. I was very satisfied with the answers. I am content that the Bill with the amendments proposed by the promoters should proceed.

93. We now move forward to the formal part of the proceedings. Mr Thomas, please may I ask you to invite Mr Fitzsimmons to prove the preamble?

94. **MR MARK FITZSIMMONS:** I, Mark Fitzsimmons, do solemnly, sincerely and truly declare and affirm that the evidence I shall give before the Committee shall be the truth, the whole truth and nothing but the truth.

95. **MR EMYR THOMAS:** Are you Mark Fitzsimmons?

96. **MR MARK FITZSIMMONS:** I am.

97. **MR EMYR THOMAS:** Are you the property project manager in the property and economic development department of Norwich City Council?

98. **MR MARK FITZSIMMONS:** I am.

99. **MR EMYR THOMAS:** Do you hold responsibility for promotion of the Norwich Livestock Market Bill on behalf of Norwich City Council, which is its promoter?

100. **MR MARK FITZSIMMONS:** I do.

101. **MR EMYR THOMAS:** Have you read the preamble to the Bill?

102. **MR MARK FITZSIMMONS:** I have.

103. **MR EMYR THOMAS:** Is it true?

104. **MR MARK FITZSIMMONS:** It is.

105. **MR EMYR THOMAS:** Thank you very much.

106. **LORD GARDINER OF KIMBLE:** Thank you. That concludes our proceedings,
and I will report the Bill to the House with amendments.

107. **MR EMYR THOMAS:** Thank you, my Lord.

(The Committee adjourned at 10.50 am)