

Record of Officer Decision made under the Openness of Local Government  
Bodies Regulations 2014

<p>Nature of Decision</p> <p>Finalise Punch and Judy Licence to Joe Burns and subject to the successful negotiation of revised terms, to enter into an agreement for a further two years, ending in September 2027.</p>
<p>Title of Officer Taking Decision</p> <p>Visitor Services and Business Development Manager</p>
<p>Date of Decision</p> <p>1<sup>st</sup> July 2025 – Licence for 2025 signed by Joe Burns and STC</p> <p>Delegation for years 2026 and 2027 have not yet be finalised (will be over the winter of 2025/26).</p>
<p>Value of Contract/Expenditure Incurred</p> <p>£150 payment by Mr Burns and an Upper Level beach hut for the designated period to store essential equipment relating to the Punch and Judy show</p>
<p>Reasons for Decision</p> <ul style="list-style-type: none"><li>- Show was due to start in mid July 2025 and the Council and concessionaire were keen to agree a licence for 2025.</li></ul>
<p>Details of Alternative Options Considered and Rejected</p> <p>None</p>
<p>Record of any conflict of interest declared by a Councillor consulted on the Decision</p> <p>None</p>
<p>Details of any background papers</p> <p>23/06/25 – Report to Full Council: Punch and Judy – to consider an extension to current licence</p>

**Punch and Judy Licence – Consideration of a licence extension**

The current Swanage Punch and Judy concessionaire has operated in Swanage since the summer of 2016. In 2022, the concession was subject to a procurement process with the result that the incumbent proved successful once again. At the time the licence was agreed for three years, running until September 2024.

The Punch and Judy show is a very popular feature of Swanage Beach and is now one of only a very few full-season shows in the UK. The show runs three times a day between mid-July and early September.

It has not proven possible to put together a procurement process ahead of the summer season. Therefore, it is proposed that a new licence be entered into with the current concessionaire on the same terms as previously agreed for either a single year, or if the Council wished, for a further three-year period.

In order to support the storage of essential equipment for the licensee, the Town Council provides a standard upper level beach hut from early July to early September.

The key terms of the licence are as follows.

**Licence Fee:** the amount of £150.00 (*the annual sum from 2016 to 2024 was £100*).

**Permitted Use:** to perform ‘Punch and Judy’ shows for visitors to the beach.

**Property:** the area of the Licensor’s beach approximately shown edged blue on the Plan or such other space as allocated to the Licensee from time to time.

**The Licensee acknowledges that:**

- the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given may only be exercised by the Licensee and its employees; and
- without prejudice to its rights, the Licensor shall be entitled at any time on giving not less than 1 weeks' notice to require the Licensee to transfer to alternative space elsewhere on the Licensor’s Beach and the Licensee shall comply with such requirement.

**Licensee's obligations**

- (a) to pay to the Licensor the Licence Fee payable without any deduction on 1 August;
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) to carry out a risk assessment of its activities before performing;

- (e) at all times during the licence term to maintain public liability insurance in connection with its use of the Property, with cover up to Five Million Pounds (£5,000,000.00) and to supply a copy of the policy to the Licensor;
- (f) not to deliver performances of an overtly political nature and that each performance should include an element regarding environmental education and the climate crisis, to motivate and inspire audiences in a positive way, to play a greater role in environmental protection;
- (g) performances to be held every day from xx July to xx September (or as agreed with the Licensor and the Visitor Services Manager)
- (h) to perform a minimum of three shows a day;
- (i) in the case of unavoidable show cancellations due to weather or other exceptional circumstances, the Licensee will inform the Swanage Information Centre at the earliest opportunity so that visitors to the beach can be made aware.
- (j) That no single use plastic is used by the concession;
- (k) not to make any alteration or addition whatsoever to the Property;
- (l) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior consent of the Licensor (such consent not to be unreasonably withheld or delayed);
- (m) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to any person using the beach;
- (n) not to cause or permit to be caused any damage to:
  - (i) the Property, or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Property, or any neighbouring property;
- (o) not to apply for any planning permission in respect of the Property;
- (p) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;
- (q) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property;
- (r) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period.

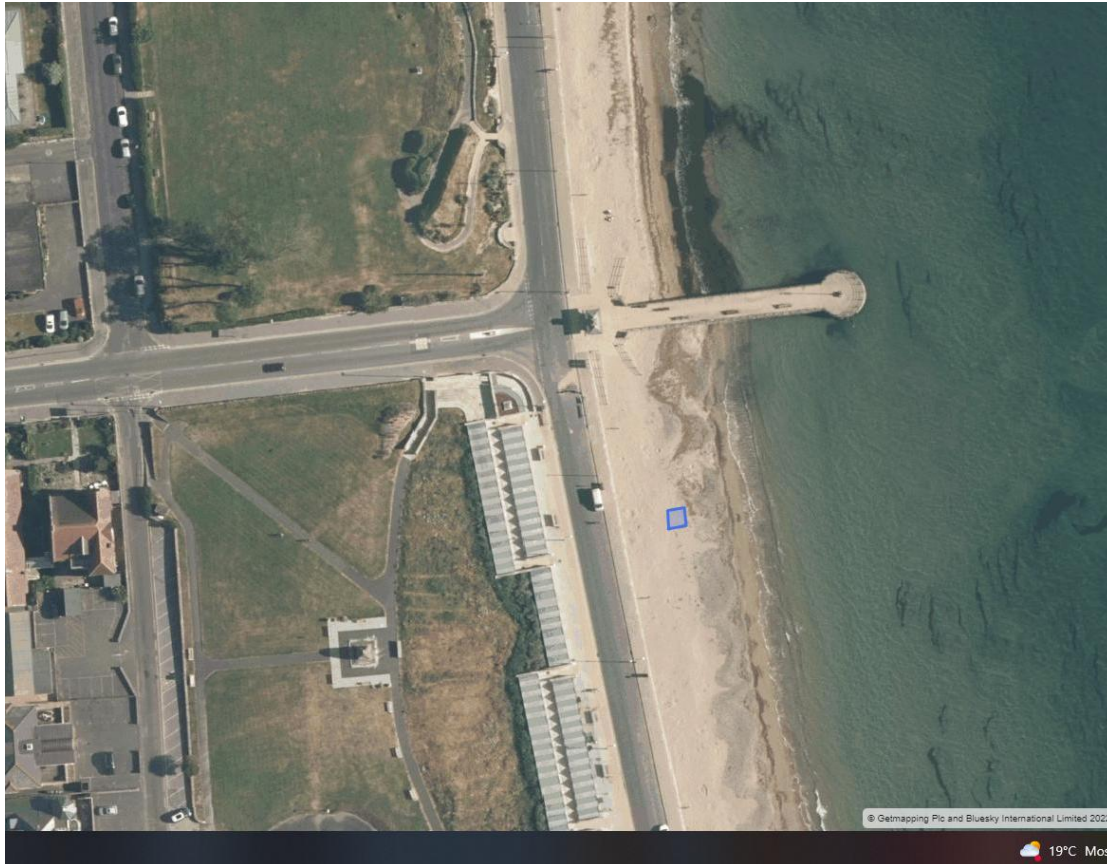
### **Rights granted to Licensee**

The Licensee shall have the sole right to perform 'Punch and Judy' shows on the Licensor's beach during the Licence term;

The Licensee has the right to collect monies from audiences on the Licensor's beach watching the Licensee's performances, with the exception of the Shore Road Beach Huts; and

The Licensee may promote its performances in the Licensor's Swanage Information Centre and on other media platforms such as Facebook.

#### **Plan of location for Punch and Judy Kiosk**



#### **Decision required:**

1. To consider awarding a new licence for the current Punch and Judy concession, on the same or similar terms as the previous licence, either for a single year or three years.
2. If agreed, to confirm an annual licence fee of £150.

Culvin Milmer, Visitor Services and Business Development Manager  
June 2025



Record of Officer Decision made under the Openness of Local Government  
Bodies Regulations 2014

Nature of Decision Award of Contract for Print Services – 3 years plus 2
Title of Officer Taking Decision Town Clerk
Date of Decision 8 <sup>th</sup> August 2025
Value of Contract/Expenditure Incurred Estimated at £5,684 p.a.
Reasons for Decision Highest scoring tender (best price and quality combination) with good references.
Details of Alternative Options Considered and Rejected Quotes received from six different companies, putting forward nine different options.
Record of any conflict of interest declared by a Councillor consulted on the Decision N/A
Details of any background papers Excel spreadsheet – quotations broken down and associated scoring References Canon contract terms All above considered confidential at time of contract award.

Record of Officer Decision made under the Openness of Local Government  
Bodies Regulations 2014

<p>Nature of Decision</p> <p>To award contract for electricity supply to Shore Place to Ecotricity for a period of two years until 30/11/2027</p>
<p>Title of Officer Taking Decision</p> <p>Town Clerk &amp; Finance Manager, in consultation with Mayor and Deputy Mayor</p>
<p>Date of Decision</p> <p>26<sup>th</sup> November 2025</p>
<p>Value of Contract/Expenditure Incurred</p> <p>Approximately £7,700 p.a. for each of the next two years</p>
<p>Reasons for Decision</p> <p>Contract due to expire and needed to avoid Council incurring out-of-contract charges.</p> <p>Award to Ecotricity due to Council's decision to procure green power supply</p> <p>Term of two years to bring contract in line with Council's other electricity contracts.</p>
<p>Details of Alternative Options Considered and Rejected</p> <p>Waiting for Council Meeting in December, but rejected due to risk of higher out-of-contract charges.</p> <p>1, 2 or 3-year contract term.</p>
<p>Record of any conflict of interest declared by a Councillor consulted on the Decision</p> <p>None</p>
<p>Details of any background papers</p> <p>Spreadsheet showing contract options based on estimated usage – confidential at date of contract award.</p>