HOUSE OF COMMONS

Opposed Bill Committee

City of London (Markets) Bill

Tuesday 23 June 2026

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Watch the meeting

Members present: Matt Turmaine (Chair); Edward Argar; Mr Alex Barros-Curtis; Jenny Riddell-Carpenter.

Appearing in public session:

On behalf of the Promoter:

Richard Turney, KC, Counsel, City of London Corporation; **Kimberley Ziya**, Counsel, City of London Corporation; **Paul Wright**, Remembrancer and Parliamentary Agent, City of London Corporation; **Paul Double**, Promoter, City of London Corporation; **Mike Eglin**, Vice-Chair, London Fish Merchants' Association.

Petitioner:

Choudhry Zahaab Amjad, PM Prime Fish, L&A Fishmonger and Makhdoom Foods Limited.

(at 2 pm)

1 **CHAIR:** Welcome back, everybody, for the afternoon session. Thank you very much for returning. Mr Turney, perhaps I can pass to you to call your final witness.

2 **RICHARD TURNEY:** I am going to call Mr Eglin. You can take the seat up there, Mr Eglin.

3 **MIKE EGLIN:** Good afternoon.

4 **RICHARD TURNEY:** Mr Eglin, I will start by introducing you to the Committee. You are Mike Eglin and you are the vice-chair of the London Fish Merchants' Association. Is that right?

5 **MIKE EGLIN:** That is correct, yes.

6 **RICHARD TURNEY:** Can you briefly explain how long you have been at Billingsgate and what you do aside from your role as vice-chair?

7 **MIKE EGLIN:** I started work at the old Billingsgate market down on Lower Thames Street in 1979. I started working as a stand boy for my grandmother's firm. In 1981, my uncle asked me to take over running the firm. About nine months before we moved to the present site, I took over the running of James Nash & Son and then helped in the relocation to the new site in what is now Canary Wharf.

8 I have been vice-chair for quite some time now for the London Fish Merchants' Association. It is one of those jobs that are difficult to quantify, but I am quite happy working with whatever chairmen have been there and supporting them. I have been in place throughout the whole of this process of the relocation of the present site to the new market.

9 **RICHARD TURNEY:** You experienced the previous move to the current site of Billingsgate. In terms of the movement of the trade over, can you comment on that? How much of the trade went over with you?

10 **MIKE EGLIN:** When we moved over, initially every merchant that was trading in Lower Thames Street moved to the new market, so much so that we actually had a couple of merchants that had stands in the corridors. There were various constraints. When we moved to the new site, it was almost like a bombsite. We were the only building for miles and miles around.

11 The London Docklands Development Corporation had not been set up then. That was set up after we moved. We applied to join that and were told, "No, you have already signed a contract to move to the site". Therefore we have paid rates on that site since day one, whereas anybody new coming in after the development corporation was set up had the site rates-free for 10 years. We missed out on that initially because we were too proactive in moving and starting the regeneration of the area.

12 **RICHARD TURNEY:** Focusing on the existing site, what are your comments about the suitability of the site for the type of trade that you are carrying on?

13 **MIKE EGLIN:** In its present state, and it has been for quite some time, the building and the site are not fit for purpose. When we moved in, in 1982, we were all cock-a-hoop because we had technically the most modern fish market in the whole of Europe. It was absolutely stunning compared to what we had down in London. As time has gone on, rules and regulations have changed. Initially, quite a few firms closed, so the market was half empty. We had constraints on how we were trading.

14 We had restrictions because we had a porters' union that technically controlled the market. We sat and negotiated with the City of London and bought out the porters' licences. I cannot remember how many years ago that is now, but doing that gave businesses the freedom to run their own businesses. The corporation could then freely advertise empty stands, which very soon got filled because people were allowed to run their businesses in a manner that they wanted to, subject to constraints of the laws and everything.

15 On the present site at the moment, we have expanded so much. There are no storage facilities on the market. There are no real places to work. I do not know whether you have been down there, but all the different containers around the site make it look like a shanty town. It is very difficult unloading fish. We have a very small area to unload fish in. Access in and out of the site is very difficult with just the one road.

16 Then you have weather like we have had today. I do not know whether you got the thunderstorm in London that we got in Essex last night, but the amount of rain was horrendous. We are now sat in these temperatures, so fish is being loaded off lorries and left in the car park for two, three or four hours at a time. You have frozen and fresh fish, and it is just sitting there and technically spoiling. It is no good. We have no chill chain and no way of controlling our products. That is why we are so keen to get to this new market as quickly as possible, so we can put that back in and protect our product.

17 **RICHARD TURNEY:** You have already mentioned the new site. Overall, what are your comments on the prospect of moving to Albert Island? Having discussed it with your fellow traders at Billingsgate, what is the overall view about it?

18 **MIKE EGLIN:** The overall view is that it is fantastic. The initial view was that we love the site where we are, but there is no way it can be developed, so we desperately need a new site. The Dagenham Dock site came up and was offered to us. At the time that looked a good bet, with reservations because of the transport links in there. I said from day one, "How are people from south of the river going to get there?"

19 The new site—Albert Island—ticks all the boxes, especially now with the opening of the new Silvertown link tunnel. We have two tunnels very close to the new market. It is only four or five miles down the road from where we are now.

The 406 comes in from the north. The transport links in there are very good, so it will facilitate people coming from east, west, north and the south now, with the two tunnels, and make life so much easier for everyone.

20 **RICHARD TURNEY:** In terms of the schedule going forward, we have heard already about the process of extending the period from eight months to 24 months, which has been the subject of a collective negotiation. What is your view, please, as to the prospects going forward and the risks related to that?

21 **MIKE EGLIN:** Initially, when we sat and negotiated the deal with the City of London, we went for the eight months. As traders, because it is not something we normally do, we were being a little bit naive, not realising what the timescales were for developing and building a new market. We have sat down and talked sensibly with the corporation, and aligned ourselves with the Smithfield deal, so 24 months. That should give us enough time to get everything over the line and get the new market built.

22 We have shown that nowadays we have put all the differences behind us and the corporation behind us. We are able to get around the table, sit and talk, and negotiate. There is a caveat. If the new market is up and running before the 24 months, we will not be held back. We can go, get on and move. If there is a slight delay, we have said we are willing to talk and they have said they are willing to talk. So I think that we can guarantee that there will be food security and that the market will continue to trade without a break.

23 **RICHARD TURNEY:** I have one final point, which is the impact on those who buy fish from the market, and perhaps thinking particularly about the Ridley Road traders, some of whom are petitioning. Can you comment, please, on the prospects of those people trading with you at a new site?

24 **MIKE EGLIN:** I cannot see any problem with this. Provided you pay your bills, you will trade on the market. We are not there to turn trade away. We have bills to pay and mouths to feed. Staff have mortgages to pay. The more trade we can get in, the better.

25 Moving to the new site will give us more control. We will be able to store product better so product will not spoil. I believe that, for Ridley Road, it is possibly a two-mile difference. We will be able to supply them with a better overall product. Through efficiency of scale, we should be able to expand our businesses, buy better in bulk and have better storage, and therefore we can bring prices down. It is a win-win situation for everyone. We will be able to supply better products at better prices.

26 **RICHARD TURNEY:** Thank you, Mr Eglin. I do not have any more questions, Chair.

27 **CHAIR:** Thanks very much indeed. I will open it up to the Committee. Does anybody have any questions?

28 **JENNY RIDDELL-CARPENTER:** Can I ask you the same question that I asked Mr Lawrence earlier? What is your perception of the issues brought forward by the Petitioners?

29 **MIKE EGLIN:** I do not think that there is any problem. I cannot see that there is any problem in them maintaining their trade with the traders on the market. As I say, we are there to serve people. We want to serve people. We are all there to earn a living. If you come in and buy your fish and pay your bills, you will get served. We do not turn people away from the market. We are not there for that. We are salesmen, not storers.

30 **CHAIR:** You touched on putting the differences with the corporation behind you. Did those differences have any impact on your ability to work together on this new proposal, or was it a bit problematic and then you managed to iron stuff out?

31 **MIKE EGLIN:** There was a lack of contact. We are a great believer that the corporation has failed in its duty to maintain the market in the past. Since we started these negotiations and we have had Theresa and Chris on board, they have been fantastic. They have worked so hard on our behalf, helping us, guiding us and pointing us in the right direction. We feel that we have built up an excellent relationship with them, which has mended bridges with the corporation.

32 We can talk to the corporation while we disagree with its process. The people there are fantastic. It is the process that frustrates us, because we are used to doing deals on the quick, in a couple of minutes, not going through half a dozen committees. We are happy with the relationship we have with the City now. We feel that it is really good.

33 **CHAIR:** Can I please invite the Petitioner to ask any questions that you have?

34 **CHOUDHRY ZAHAAB AMJAD:** I have no questions.

35 **CHAIR:** That concludes the witness evidence. I will hand back over to you, Mr Turney, to see whether you have any other questions that you need to ask or people who you need to bring back.

36 **RICHARD TURNEY:** I have no other questions to ask, unless I can assist the Committee with any other points that are raised. I want to draw the Committee’s attention to one specific area, which I know was the subject of some questioning, in relation to engagement with the Petitioners. I will emphasise that, since the petition has been received, in terms of documentary evidence, the artefact report has been the consideration by the corporation of the impacts on those Ridley Road traders. That, as I pointed out earlier, included some direct engagement with the Petitioners, but also with other traders on Ridley Road to understand whether the concerns were universally shared. That is the first point.

37 The second point, to be clear, is that the Petitioners were initially represented by another person, with whom there was direct engagement over many months. Shortly before this Committee, or a Committee, was going to hear the petition, that person dropped out of the picture. It is since then that there has been more direct engagement with Mr Choudhry, who appears today. I

wanted to emphasise that it is the change of representation that means that the engagement with the gentleman who you will hear from shortly is more recent. Certainly with the predecessor representative there was discussion over many months.

38 The final point to underscore is that, while the proposed amendment that has been put forward has only recently been received, it is something that the corporation has anticipated and considered, as to whether there is more that can be done on the face of the Bill in respect of the transition. I emphasise again the evidence that you heard from Mr Bonner and Ms Grant in particular and from the two representatives of the market traders. The purpose of this Bill is to give effect to what has been agreed with all of those who participate in these markets. We are keen to ensure that, as the Bill progresses, if and when it progresses, it does so on a basis that reflects that and reflects the agreements that have been reached. Those are the points I would want to underscore from our case. We leave it with you on that basis.

39 **CHAIR:** Thank you very much indeed. That is noted. We will move to Mr Amjad.

40 **CHOUDHRY ZAHAAB AMJAD:** I am Zahaab. I am a physics researcher who works on novel neutron detectors, largely with AWE to stop nuclear smuggling, or to avoid it. I am not actually in the frontlines. I work in a laboratory. More importantly, I am the son of Choudhry Amjad, the owner of PM Prime Fish, one of the petitioners who I am representing, along with the others. For more than a decade, through my entire childhood, all the way through my education, while getting a PhD, I worked in Ridley Road market. I was a fishmonger there. I helped my dad with the business. I have deep connections with all the petitioners, a lot more people who work in the market and many of the customers.

41 The Bill provides the corporation with the authority to close Billingsgate market and repeal historic legislation associated with it. The corporation is required to give 90 days' notice of the closure of these markets and it has complete discretion over when to give this notice. This gave rise to two concerns among the fishmongers.

42 First is having no source. The fishmongers fear that a replacement market will not be set up at all. In that case, the corporation still has the right to close Billingsgate, leaving us nowhere to source our fish. These businesses rely on Billingsgate, going there three or more times per week to supply. Without it, they would have to close. One owner stated that he would end up on benefits with no other options. I am sure that many of the others, and their staff, did not echo this purely out of pride.

43 The second concern among the fishmongers is a gap in trade. Even if an alternative fish market is planned, the corporation can close Billingsgate at any time, even before the replacement market is up and running. There is a strong financial incentive to do so to save on the expenses of running the markets and

press ahead with their plans to use the vacated sites. If there is such an interruption, the fishmongers fear that they will go out of business.

44 Billingsgate sells around 25,000 tonnes of fish and fish products per year, accounting for an estimated 9% to 11% of all fish consumed in Greater London and the south-east. This volume is handled by a number of wholesalers at a common location, keeping prices low through competition and inter-trading surplus stock to minimise waste. This uniquely allows the Ridley Road fishmongers, who trade in smaller quantities, to compare prices and buy the best-value fish of the wide variety their customers demand.

45 This is true in general for any market, but it is vital for the trade of perishable goods, where low-cost fresh produce, offcuts, small amounts of surplus and seafood nearing the end of its freshness are scooped up by the small volume traders, such as those on Ridley Road and elsewhere in London, to provide cheap, quality options to their lower-income customers. Without Billingsgate or some replacement market, they would not be able to access the prices or quality of a number of wholesalers in a common location, as they currently do. Instead, they would have to rely on independent suppliers, which are not willing to deliver such small quantities. In many cases, they will fall back on a sole supplier. This will all trickle down to their customers in the form of prices they cannot afford, a decline in quality and a limited variety they are not interested in.

46 It was submitted as evidence in the three letters from the different seafood providers that the suppliers have confirmed that they are moving to Albert Island. These letters are of intention, not obligation. They are not legally binding. It is not a commitment that they would actually relocate and that they will survive the transition financially. Intentions written before a developer has even been appointed carry no enforceable weight, as far as I am aware. Here is a clear example where the Dagenham precedent is precisely the lesson. Good intentions collapse under financial pressure. Everyone here—all the witnesses—has stated a lot of good intentions, but there is not much of a legal obligation for them to commit to these.

47 A closure with no replacement market means that there is an effective concentration of power in the hands of those businesses that are large enough to command a good relationship with wholesalers, and disadvantages smaller businesses that rely on the market to source produce. The capacity of smaller Ridley Road-like fishmongers to operate is not some local charm. It is a cornerstone of London’s commercial ecosystem. I saw this firsthand during the pandemic. As supermarkets struggled with supply chain collapse, the customer base in the markets grew, especially in Ridley Road. These open-air markets absorbed the overflow, providing a safe, affordable lifeline to communities facing sudden economic instability. The loss of this niche of small, decentralised fishmongers is actively stripping London of its shock absorbers, leaving the city more vulnerable to the next major crisis.

48 Many of the Ridley Road fishmongers supply to restaurants and catering, and 47% of Billingsgate trade is bought by catering companies. There is a

network of businesses that rely on this supply chain, climbing a ladder from Ridley Road-like fishmongers to Billingsgate, then direct to wholesalers. No source or gap in trade would mean the entire bottom of this ladder is cut out, leaving many businesses with severed supply chains. Importantly, kicking out the bottom rungs of this ladder, such as Ridley Road fishmongers, affects catering and restaurant start-ups. Additionally, the absence of a viable Billingsgate replacement means that the central showroom where new entrants can meet and develop relationships with suppliers will be gone. Future larger start-up businesses will also be affected.

49 Early on, one of the witnesses mentioned that 83% of the fish trade is done off the floor. This is a deeply misleading metric that confuses the mechanism of transaction with the genesis of the market. That 83% exists exclusively because of the trust, relationships and structural price discovery established on the physical trading floor. Remove the floor and you destroy the foundation that the trade is built on.

50 Lloyd's of London processes billions of premiums digitally, yet it fiercely maintains its physical underwriting room. Over 60% of John Lewis's trade is conducted online. The London Stock Exchange and London Metal Exchange rely on centralised physical infrastructure and face-to-face showrooms because they understand that an open physical market sets the price and competition keeps it low. I would imagine that the Corporation of London would aggressively defend the physical trading floors of finance and commodity exchanges within its square mile, yet it seeks to undermine the physical trading floor for the food sector.

51 Ridley Road and other small markets feed poor, diverse communities, where access to affordable fish and seafood directly mitigates otherwise problematic health issues. By my experience, roughly 85% of the PM Prime Fish customers are of south-Asian, African and Caribbean descent. Among south-Asians, there is a threefold increased risk of type 2 diabetes. In Afro-Caribbeans, I believe that it is a 1.5-fold increase, in addition to severe risks of cardiovascular disease.

52 The Health Foundation has repeatedly warned that poor diet has overtaken smoking as the leading driver of preventable death and health inequality in the UK. The NHS explicitly recommends consuming oily fish to protect against cardiovascular disease, along with other benefits. When these communities are unable to afford fish, which is part of their traditional diet, they fall back on hyper-processed convenience foods and takeaways, resulting in escalating chronic illness, a heavier financial burden on the NHS and stretched services.

53 This is one piece of a broader risk to food security. Wholesale markets keep food prices down, reduce food insecurity, and increase variety and access to fresh produce. A survey commissioned by the GLA states that 2 million people in London and the south-east of England are at risk of food insecurity. This is the direct area that Billingsgate serves. A report by the UK Joint Intelligence Committee explicitly warns that the UK's overreliance on concentrated corporate food networks creates fragile chokepoints for cyberattacks and other system

failures. Further centralisation of the UK's food supply will increase this vulnerability in national security. There are many risks of leaving London as the only capital city in Europe without wholesale food markets, and the loss of places such as the fishmongers on Ridley Road is part of that.

54 The core issue the fishmongers have with the Bill is a potentially volatile transition. It would seem sensible to ensure that there is an incentive for existing traders to move to any new market, so as to not have a significant loss of expertise. Because of the confidentiality underlying the compensation scheme, it is difficult to quantify the incentive of compensation here.

55 The Corporation of London previously assured the public that 90% of Billingsgate traders would relocate to a single site. Its official report softened this to 90% continuing operation beyond the physical premises. This is not a new single site. This is not even a new market. They could go to Mars and start breeding sharks within that 90% beyond these physical premises. In negotiations, it then stated that it is actually 64%, some of which are delaying retirement for the payout, making the fishmongers at Ridley Road suspicious about what part of their supply chain will remain after this transition and wave of retirements. Additionally, we fear that they might do what they did in Dagenham. Due to rising costs, they closed plans for a replacement market and did not adequately disseminate that information.

56 With the new site, construction is being handed over to a developer. This does not solve the problem, as now the developer is a single point of failure. While we appreciate the lengths the Corporation of London is going to in minimising risk at the new site, it has a financial incentive to move quickly to vacate Billingsgate and utilise the site. What if the developer defaults, becomes insolvent, encounters an issue or misses critical targets after the appointed day? If a timeline gap emerges, the Corporation of London's proposed mitigation strategy is to simply ask the traders to renegotiate vacant possession contracts. A legal stalemate will paralyse trade. This is not a suitable plan B, given the risks that I have outlined.

57 The corporation has demonstrated real commitment to Albert Island and we welcome that. We are not here to obstruct the market's future. We are here because of who bears the cost if that future is delayed. Every property development carries risk: ground conditions, planning complications, contractor insolvency, cost, inflation. These are not exceptional events. They are the ordinary vocabulary of major construction projects. The corporation knows this better than anyone, yet witness after witness here has discussed having to move quickly, making sure all the permissions and risk assessments are done quickly and, at the same time, having everything be bespoke and unique to this case at Albert Island for every single one of these traders. Both of these things are not concomitant. They cannot occur simultaneously. You cannot move extremely quickly and have everything be bespoke. To me and the Petitioners, it seems as if they are trying to sell a dream to push this Bill through.

58 To move quickly on such a complicated project is why I brought up earlier what form the previous permissions took, these extant permissions that they

described in the 3 June letter. Uniquely, the London City airport is right there. They did mention that there are ongoing negotiations with it, but this seems like a fundamentally different problem from the past form these permissions must have taken. A bird hazard management plan was prepared for previous development proposals on Albert Island. This was not a wholesale fish market, which generates a qualitatively different waste and odour profile that is particularly attractive to seabirds and gulls. You cannot move quickly with such a complicated project. The promise to do so is not an obligation. It is just an intention.

59 The question before this Committee is not whether those risks exist. They do. The question is who carries them. The Corporation of London gets to develop what it really wants. As was said by the past witness, it neglected Billingsgate for so long and then, suddenly, as this other building opportunity came up, it wants to make a new site. It gets to make what it wants. This Bill allows it to develop on the vacated sites whatever it wants.

60 We do not know what the payouts to the Billingsgate and Smithfield traders look like. We really do not. It is definitely a large enough payout such that, if there is a large enough delay, they feel confident that they will be fine and be able to feed their families. The risk then falls on the people most vulnerable and least able to bear it, so upon the traders at the very bottom of this hierarchy.

61 The corporation argues that a legal guarantee with a condition that Billingsgate stays open until the replacement is ready removes its negotiation agility and may cause landowners to charge more, knowing that the corporation has no alternative and that it constrains its ability to move quickly. With respect to that argument, that is an argument for why the guarantee is inconvenient to the corporation. It is not an argument for why the risk should sit with us instead. We are not asking the corporation to take on unlimited liability. We are asking it to accept that the risk of its own programme slipping should not automatically be transferred to the smallest and most vulnerable people in the supply chain, who had no seat at the negotiation table, no compensation package and no legal protection of any kind. That is not agility. That is the powerful offloading risk on to those with no capacity to absorb it. We want a guarantee of a new market, fundamentally.

62 In the submitted amended Bill, I have addressed these concerns by, one, prohibiting the Corporation of London from closing Billingsgate until a fully viable, comparably sized alternative market is actively operational, ensuring that there is no gap in trade, and, two, establishing a robust incentive structure that secures existing traders' expertise while lowering the barrier of entry for new businesses. While we remain entirely flexible on the precise legal drafting, boundaries and structural wording, these amendments define the direction we would like to see the Bill move in.

63 I have one last thing. A witness called the Petitioners chancers. I understand that this may be what they consider, but we do not want any money. We do not want some compensation. We simply want the capacity to have a new

market that we can use to sell for our businesses. One of my Petitioners keeps going on and on about how he feels betrayed. It felt so great being called an essential worker during covid. He spent Monday to Sunday—that is every day—at his job, trying to make sure everyone got fed, with this overflow from the supermarkets. Suddenly, as his life has some financial troubles, this comes around and leaves him destitute almost, if it goes through, at least in his expectation.

64 I would like to conclude by saying that the fishmongers are not afraid of change. They are afraid of a real, unaccounted-for risk in this transition.

65 **CHAIR:** Thank you very much indeed. The procedure now is for the Committee to ask questions. Can I open the questioning from the Committee, please?

66 **EDWARD ARGAR:** Thank you, Dr Amjad, for your reflections and your evidence to us today. I have a couple of quick points of clarification, if I may. We have heard the witnesses, Mr Eglin and Mr Lawrence, reflecting not only their own businesses and trade but also the associations of which they are representatives in different capacities. They have set out that they, and the vast majority of their fellow traders, are committed to continuing their businesses from a new location and are content with what is proposed in terms of the continuity of that business. Obviously no one business can be compelled to continue trading indefinitely, but there is a clear intention reflected by both those witnesses, reflecting their colleagues. What is it about those assurances that still appears to give you cause for concern?

67 **CHOUDHRY ZAHAAB AMJAD:** There is no obligation. I remember that earlier somebody said that the deal with the traders is based on appointed day. I do not know what the commitment, the payouts or the scheme looks like. There might be some incentive structure for them. Yes, they want this. It works out for the traders, but I do not know whether there is any obligation for them to actually move there. They might be incentivised to.

68 **EDWARD ARGAR:** The point I was getting at is that no business—these are all individual businesses—can be obligated or compelled to continue trading or do things, but there has been a very clear statement of intent. That is both on behalf of the two individuals who we have heard from, but also them reflecting the views of others, which I suspect, in the context of any trading business, is probably about as far as you can go, because they do not know trading conditions or anything else.

69 I can understand your concerns. We have heard why they want to move and the challenges with existing arrangements. Am I right, notwithstanding the point about compensation incentives and so on, which other colleagues on the Committee may wish to return to, that one key concern that came across from your evidence to us today is about a potential gap in those markets trading in whichever location, or, in extremis, with changing economic conditions and a whole range of other things, and, in reality, there ending up being no market to trade in? Am I characterising you fairly or unfairly there?

70 **CHOUDHRY ZAHAAB AMJAD:** You characterised it perfectly. There is a significant chance of a gap in trade, given how fast they want to move and what might happen. In the worst-case scenario, there might be no source at all.

71 **EDWARD ARGAR:** You have heard this morning from the representatives of the two market trading groups, but also from representatives of the corporation and others, in respect of the timelines, so the 24-month period as opposed to the eight-month period in the case of one of the markets, and their aspiration for 2027 Royal Assent and in 2029 a new market, recognising that there can be challenges and bumps in the road. Their reassurance is that that is their intention and that is what they are working towards. They are willing to work with all parties involved if there is any reason why there is a delay to ensure, where they can, continuity of service and trading.

72 Does that give you any reassurance? Is it the case that your concern is, without questioning the best intentions expressed, that there is no certainty and that, once this legislation, were it to be passed, is passed, the power to close or demarketise these markets passes entirely to the corporation, without any commensurate obligation or counter-obligation on it in respect of what comes next?

73 **CHOUDHRY ZAHAAB AMJAD:** Yes.

74 **EDWARD ARGAR:** We may have an opportunity later in proceedings. I will be guided by our counsel and the Clerk as to whether this is possible, and I do not know what the Promoter's approach to this would be. What would your and the Petitioners' view be were the Promoter to be asked to provide a formal written undertaking to the House of Commons, through this Committee, that it would guarantee it would replace the market?

75 **CHOUDHRY ZAHAAB AMJAD:** If it does not do that and the undertaking is written, what happens?

76 **EDWARD ARGAR:** I was going to come on to this subsequently. I do not know whether counsel or others, if it is in order, are able to advise us on, were such an undertaking to be agreed—I do not know the Promoter's position on such a matter—what the legal status of that would be.

77 **CHAIR:** Our counsel cannot speak during proceedings, but he can advise us in private afterwards. When we consider the evidence presented, we can talk to him.

78 **EDWARD ARGAR:** In that case, Mr Amjad, is it an unfair or a fair characterisation that that may be something you would have an interest in but your question would be what the enforceability of it is?

79 **CHOUDHRY ZAHAAB AMJAD:** Yes, particularly around the gap in trade versus what a new market must look like versus all these things. I do not think that I have the expertise to work this out. I left brackets—

80 **EDWARD ARGAR:** I just wanted to understand your position and make sure I was clear in my own mind where you were on this.

81 **CHOUDHRY ZAHAAB AMJAD:** You characterised it remarkably well. I really appreciate that. Thank you.

82 **MR BARROS-CURTIS:** Thank you for the submissions. Ed has touched on some of the points, but I wanted to go back to understanding what the Petitioner's positions are on this. What conversations have you had with the traders that are represented through the associations that have been here? The majority seem to be indicating that they would move. I know that it is a hypothetical for you, but what conversations and discussions have been had with you in respect of them about this Bill?

83 **CHOUDHRY ZAHAAB AMJAD:** Do you mean me and the Petitioners or me and the traders?

84 **MR BARROS-CURTIS:** I mean you and/or the Petitioners.

85 **CHOUDHRY ZAHAAB AMJAD:** I have had no conversation with the traders. The conversations that I have had with the Petitioners around it are that they are extremely afraid. They are really extremely afraid. I was finishing up my PhD. I had my viva and stuff, so I was not paying attention. This is when Alicia was on the case, the previous person who the Corporation of London described.

86 When I was done, I started talking to them about it and they were so down and fearful. They wanted to pull away and get any chance that they could, not really understanding the system at all. I sat them down and had a long discussion about what their options were and what I thought was right and they decided to trust me. My dad was like, "There is no chance". There is something about not growing up in a democratic country that makes you not think that democracy works, I think. I grew up here, so I really believe in it, so I told them, "Let me give it a shot, if no one else". These were the discussions. They did not think that they had a chance to actually have a market. They had zero belief that an actual market is going to operate.

87 **MR BARROS-CURTIS:** That goes into the point I was talking about before, so I will not relitigate it. On clause 6A, which is the one about the compensation, I think you posited it as, "This is in order to provide the incentive to make the transition to a viable alternative market". How have you come to this in terms of the sums that are talked about here? Is there a reason you got to that number? Is it meant to be punitive? Is it by means of an incentive? Can you take me through the thought process behind the numbers on that?

88 **CHOUDHRY ZAHAAB AMJAD:** There was this 90% number of how many traders are moving from Billingsgate to the new market. Initially we thought that it was 90% of the traders themselves going to the new market. Then it was 90% beyond the physical premises. Then it was 64%, but, as I learned today, 64% means 90% of the overall trade volume. However, they were also saying that some of them will retire. That number has been moved around a lot.

89 The value in changing 6A or this compensation scheme is in bringing in new people. If you see the way that 6A(2) is structured—forget about the actual

numbers; it is just the direction it is moving in—it rewards somebody new entering in and working there for 12 months, filling in the gaps where the traders have been lost. For 6A(1), we wanted some motivation, because we do not know the compensation scheme. We really need our supply chains to work a certain way. Because they have such small volumes of a wide variety, there are a lot of technical supply chains that end up with what they are showing their customers. We thought that there was not enough incentive to make people move to the new market.

90 **MR BARROS-CURTIS:** Then it goes to the point that Ed has been touching on. Step back from an undertaking to a parliamentary committee versus a contractual undertaking. I note that, in the 3 June letter—I think that this is on page 134—that Mr Amjad received from Mr Wright, it says at the end, "In particular, and as discussed when we met, if there are aspects of what I set out above that, if included in a formal undertaking, would form an acceptable basis on which you would withdraw your petition, please let us know".

91 What is your reply to that? Have you formally or informally replied to that? If not, based on what you have heard today and what you are seeking to do with your amendments, is there a way forwards, whether it is through a formal undertaking with Mr Wright—maybe Mr Turney can expand more on what that might have looked like on 3 June in their mind—versus something to this Committee? Is that something that would satisfy or is that something you feel would not be watertight enough?

92 **CHOUDHRY ZAHAAB AMJAD:** It is that last thing you said. I do not think that it would be watertight enough. From how they explained what an undertaking was to me, I do not think that it functionally stops them from causing a gap in trade at some point. Maybe I misunderstand.

93 **MR BARROS-CURTIS:** Is your concern that people will not move if they have the opportunity and a space to go to, or that that space will not be open in the first place? As Ed has said, you cannot force people to move to a place, even if it is brand spanking new and open. If it is the latter, so it is just that the space is there, is an undertaking—park enforceability and the form of it for a moment—that "the corporation will open a space, so that there is an opportunity for traders who want to come here to sell XYZ" the nub of what would give you and the Petitioners comfort?

94 **CHOUDHRY ZAHAAB AMJAD:** Forgetting enforceability, yes. To answer the first part of that question on forcing, this is not what we imagine. The Petitioners think that there is not enough incentivisation. It is not that you should force them. What they said exactly is that, if the Corporation of London really wanted to get these fishmongers to move there, the compensation will revolve around incentivisation rather than a payout. From talking to their trader friends, this is the conclusion they have come to.

95 On the very first part of your question, which is whether I think that there will be a market and they will not move or there just will not be a market, they want to move so fast on this and have it be so bespoke that it feels like

somebody is selling you a dream. A lot of these complications can happen. At the very end I said that it is about who this risk falls on. The risk in there possibly not being a market is what I was referring to.

96 **CHAIR:** Related to the questions that have been asked already, is the concern that they have driven largely by the failure of the Dagenham site that was being looked at as the first alternative to get up and running? From the witnesses that we have heard from, it sounds like that that was largely down to rapid escalation of costs and the unsuitability of the site, rather than a lack of intent to make an alternative site available, whereas there is clearly a desire to make this alternative site available. Is their fear that there is an unwillingness to make that site available, or that the risks inherent in doing it may mean that it ceases to become available?

97 **CHOUDHRY ZAHAAB AMJAD:** Sorry, can you repeat that?

98 **CHAIR:** I have not been very clear, have I? Are the Petitioners' concerns that the Dagenham experience will be replicated with the new site, i.e. it will not become available because costs may spiral out of control or some other reason prevents it?

99 **CHOUDHRY ZAHAAB AMJAD:** The initial suspicion—you are dead on—is the Dagenham site. Once I got to explain stuff to them in a way that they could really understand, they continually said that it seems as if the Corporation of London wants to move on the main financial interest, which is what it wants to do with the vacated sites. If this Bill passes and it can vacate those sites, it will. It will try its very best to make a market, but, if that falls through, it will still move through with the vacated sites. This is what is going on in their heads.

100 **CHAIR:** I wanted to ask about the level of engagement that the Petitioners have had with the corporation and what progress might have been made in light of the developments that have taken place.

101 **CHOUDHRY ZAHAAB AMJAD:** We had a few meetings, which was really nice. I love the Guildhall. It is gorgeous. We got together a few times and had discussions. One thing the corporation offered was to commit engagement and things like this, but nothing that they thought was substantial at all. These people live hand to mouth and are worried that they will be destitute in a really economically unstable time for them, and I think the world. They wanted some security in that and that was not anything that they had an ability to grasp as far as they feel.

102 **CHAIR:** That is a concern and it is a fearful set of circumstances if you think your livelihood is going to disappear. How do you think that that fits in relation to the stalls from Smithfield and Billingsgate that are going to move to the new site? Although you are right that there is some difference in the percentages of traders that are going across, it is by far the overwhelming majority in both instances that are really keen to get there and move.

103 **CHOUDHRY ZAHAAB AMJAD:** Communication with the Corporation of London is largely very positive. They are talking about what could be and what

potential there is in this new site. What beautiful things can we make? Let us use the whole river. Let us move these fish across, have better entranceways, better input-output logistics and all this fancy stuff. I can imagine that, if you are constantly having really positive discussions about this with people who are assuming that they can move really quickly on the risks, and not properly sitting down and considering things that could go wrong potentially, you could convince yourself that it is dead sure that this thing will happen. My interpretation is that that is what is going on.

104 **CHAIR:** Thank you very much. Does anybody else have any further questions for the Petitioners? In that case, I would like to hand over to Mr Turney to make your concluding remarks, please, on the basis of the Petitioner's comments.

105 **RICHARD TURNEY:** Can I start, please, with Ridley Road and the examination that we have given to it? I do not, in any of this, suppose that the corporation knows best, but it has sought advice on Ridley Road. I want to put the Petitioner's position in context. It is the report that we have already seen, starting at page 136 of the bundle. Section 6 of that report, which is page 153 of the bundle, says, "Local fish wholesaling alternatives for Ridley Road". It explains the research that was carried out on behalf of the corporation to identify whether there were alternatives in the event that Billingsgate went entirely, so, in other words, in the worst-case scenario that the Petitioners describe.

106 I draw the Committee's attention to the conclusions of that section on page 155, under the heading, "Summary insight". It explains that, while Ridley Road fish traders have historically favoured Billingsgate, the current trading landscape offers multiple viable alternatives. From a wholesale supply perspective, neither geography, product availability nor minimum order volumes present insurmountable challenges. The limitations appear behavioural rather than operational, rooted in habit, lack of awareness or reluctance to change.

107 Feedback from some alternative wholesalers indicates that demand from Ridley Road traders would likely be welcome, provided expectations are clear. Others were hesitant to share trading information, underscoring the informal nature of the sector. Still, the broader takeaway remains consistent. Viable supply routes exist and could be accessed more widely, particularly with targeted facilitation or support. Supply continuity, if threatened, appears addressable through existing infrastructure. That is the conclusion that the corporation received from the report it commissioned. That is on the assumption that the Petitioners' concerns materialise and that there is a gap in trade. That is the first bit of context.

108 The second point that I draw the Committee's attention to is that, in expressing the position for the appointment of the day and the drafting there, which we have already touched on earlier today, I want to emphasise that the effect of clause 3(2) is that, where there is a written agreement with the market traders, as there is in respect of Billingsgate and Smithfield, the cessation of the operation of the market, or I think we have put it again as the termination of a

lease, cannot take place before a specified date. Where there is provision made to that effect, the corporation must fix the appointed day in a way that is consistent with that provision. The whole thrust of this provision is that we have reached agreement with the traders at Billingsgate and at Smithfield and we cannot use any authorisation that Parliament deems appropriate in a way that would cut across those agreements. That puts the focus on the traders, their intentions and their agreed position.

109 When we get to that, that leads to my third point. What is the intention and agreed position of the traders? The Committee has already heard the way in which it has been expressed by the traders and by those who have dealt with them most often, including Ms Grant, that interests on this question are aligned. There is a powerful desire to move to the new site. That is the incentive. The structure of the payments has been explained by Ms Grant. She explained that there has been a payment already, there will be a payment on Royal Assent and there will be a payment on vacant possession. That incentivises the traders to see this through and to hold on until the point at which they have agreed to move, which is 24 months after Royal Assent.

110 That leads to the risk of a stalemate—this is the way that it was put—if there is delay in the process. Our short answer to that is the one that Mr Bonner and Ms Grant offered, which is that, in those circumstances, everyone is incentivised to work to ensure that there is not a gap. Continuity is desired, but we need some certainty as to timescale as well.

111 There are then some points that were raised by the Petitioners about the prospect or risk of delay to the site coming forward at Albert Island. Those are things that we have already addressed through our evidence, and I do not want to cut across or repeat what has already been said by witnesses.

112 Again, just in terms of the documents, I will highlight to the Committee the support received for the Albert Island development from Newham, the planning authority. It may have a planning application to decide and it will do so on its own terms, but the in-principle support from Newham for this move to Albert Island is set out on pages 108 to 110. That is the former mayor and the newly elected mayor setting out their position. On page 111 of the bundle you will see that there is support from the Royal Docks Team, which was established by the Greater London Authority, by the Mayor, to take forward the Royal Docks development. Again, there is strong support from them as landowner for the development concerns. It is not just Mr Bonner suggesting that there is support for these propositions. It is also there in the documents from the relevant wider authorities.

113 Finally, the concern, which has been expressed by Ms Grant and the traders themselves, is that, if we start to assume that there is a way to rewrite this process, to rewrite what has been agreed between the corporation and the traders at Smithfield and Billingsgate over the course of many years of engagement, we run the risk of losing the prize. That really is the key point here.

114 While we respect and understand the position that has been put forward by the Petitioners and their concerns, the corporation's position, which is shared with the traders, is that the move to Albert Island is best achieved by allowing those commercial processes to take the course that they have been set on and for this Bill to secure that staging post, which is the certainty that the land can be released from its market restrictions at the appropriate time.

115 Unless I can assist further, that is all I wanted to say on the petition.

116 **CHAIR:** That is great. Thank you very much indeed. I have two questions, but I will open it to the Committee first of all.

117 **EDWARD ARGAR:** Mr Turney, I have a point of clarification insofar as you are able to answer. With reference to Mr Wright's letter to the Petitioners, are you able to set out to the Committee, in that context, what your client's approach would be were a formal written undertaking to this Committee and therefore to the House be requested, with them putting in writing that they guarantee that they will provide a new market?

118 **RICHARD TURNEY:** We will probably take away the form of that, but what Mr Wright and the corporation were encapsulating in that letter—he is sitting to my side so he may well want to say himself—was, first of all, that there is a co-operative ongoing process with engagement on all sides.

119 Secondly, the corporation will have in mind, among other things, the concerns of the Ridley Road traders in pressing that button, on the appointed day, to say, "This is the point at which the markets no longer exist".

120 Thirdly, if it becomes apparent that there is a problem with the delivery of the site or other issues, the corporation—we have heard this from the traders too—will look to find a way to continue trading until that point when there is certainty as to the move. The gap is really in the interests of no one. Those are the three components.

121 If the Committee decides this is necessary, we can present it in a form that encapsulates that point in the way that I have described. I do not know whether Mr Wright wants to add anything, as he was the author of the letter.

122 **PAUL WRIGHT:** Thank you, Mr Turney. If I may, in the context of the letter, we were following up on discussions that had taken place with Mr Choudhry on the various proposals in that letter, various things that we would be happy to do about maintaining contact and keeping in touch and things like that.

123 The corporation's view in relation to undertakings, of course, is that they are binding and we would treat them as binding. The issue for us would be an undertaking which had the effect of effectively committing us not to being able to move forward with those sites in accordance with the contracts that we have already agreed until another site is found. Of course, we must not lose sight of the fact that the site is not going to be built by the corporation. We are engaging and supporting it, but the whole purpose of the proposal is that the traders are

taking charge of their own destiny going forward. We are supporting them to do that. Something that is almost beyond our control would be difficult for us.

124 That is the reason why we are unable to accept the proposed amendment. An undertaking in quite those terms, very explicit terms, would be in the same position. I certainly would not put it beyond possible that we could come up with a form of words that we would be prepared to commit to discussing further, ensuring the proper engagement and consultation and all those things before going forward and making the amendment. I do not wish to try to draft on the hoof, as it were, but we would certainly be able to think about that.

125 As I say, we would probably not be in a position to agree an undertaking that effectively put us under an absolute commitment, which would be the same and we would treat it the same as an obligation on the face of the Bill.

126 **EDWARD ARGAR:** If I may, Mr Wright, I am conscious of the corporation's approach to these things. My sense is that, irrespective of the precise detail of the law, that is how the corporation tends to approach commitments that it enters into. I take your point. Nothing that might or might not be requested or proposed would wish to undo or cut across the process that you have already set out and where you have got to. I wonder whether something might be possible that would give comfort that it would not be the case that the market would close and then suddenly circumstances change in Albert Island and there is nothing.

127 I take your point about drafting. I am very conscious that, since his call in 2007, Mr Turney is very accomplished in these matters. I suspect he will have views on what would or would not be appropriate in this context. I just wanted to explore in outline what the corporation's approach or response to that might be.

128 **JENNY RIDDELL-CARPENTER:** My question has been covered off in large part. The essence of the issue that Mr Choudhry has set out has not really been acknowledged in the evidence that has been put before us today, which is the fundamental fear of those at Ridley market and the reassurances. Your point covered a lot of that. Where we can find greater reassurances, it would be good to explore that further in writing, including how that can be delivered through this system. It is something that I feel has not gone far enough in what we see in front of us. You have already talked in depth, to a certain extent, about why appointed day could not fit there.

129 I wonder whether you could just set out one more time how making amendment on appointed day would inhibit the commercial plans. More clarity on that would be good. I know you have set it out broadly, but what would the commercial impact be?

130 **RICHARD TURNEY:** I will put it this way. To justify the funding of the move, which comes from the payments that are made to the traders, the corporation has to know that the sites are released from the obligation. It cannot progress without knowing that it can confidently say it will remove the tenants—

that is a matter of contract—and that it will remove the market restriction so it does not end up with an empty but marketised site.

131 That is why it needs that certainty as to the point at which it will be able to reuse that land, in essence. If that is contingent on an emerging commercial relationship between the tenants and the developer at Albert Island, that becomes outside of the control of the corporation. It would be liable to pay but would have no control over the outcome of the process. That is why it wants to have that certainty to know that on that day the site can be demarketised and released for development and that it can enter into agreements accordingly.

132 The real difficulty is that, as soon as that starts to be unpicked, the corporation is none the less liable for the payments, as set out by Ms Grant, that have been agreed on exchange, Royal Assent and vacant possession. It would go through those steps and spend that money, but it would not free up the sites.

133 **JENNY RIDDELL-CARPENTER:** I am going to ask you a question that I should have asked Mr Choudhry. I appreciate that you will not be able to answer this in any great detail. I am just really aware that you have done a huge amount of engagement with those in Billingsgate and you seem to have done over the past number of years as a collective team a lot of good work, which provides that reassurance that you are seeing.

134 On Mr Choudhry's representation of the Petitioners, I wonder for how many of those English is their first language. Some of this is incredibly complex. The lack of reassurance and the fear that they have probably stem from the fact that you are talking in quite technical terms about investment and release of contracts. I can understand why there is fear from those traders, if English is not their first language. I wonder whether you can comment on that. It is a question that I probably should have posed when I had a moment to do so, and I cannot now. I wonder whether you could summarise some of those reflections.

135 **RICHARD TURNEY:** That point is well understood. The engagement was with the Billingsgate and Smithfield traders, not with the people who are supplied from Billingsgate, such as the Petitioners. That was the reason why we asked Artefact to research that point. The corporation did not feel as though it was in a position to say unilaterally, "This is how they must trade on Ridley Road".

136 It was a recognition that, although the wider Artefact report had been carried out to understand what the impact of moving these markets would be on food supply chains in London generally, a narrower point was being made, which was that there is a specific part of the market for fish in London that potentially had to be specially considered. That is why Ridley Road was examined. The process that was undertaken by Artefact was much better suited to finding out that information than the kind of processes you might expect in general public consultations, in the sense that it involved direct engagement and visits to Ridley Road to identify the businesses and the people involved in them and to speak to them directly rather than relying on writing or telephone calls.

137 I do not recall, from the top of my head, concerns being raised that they were unable to receive information because of language barriers, but certainly, in terms of communication, they were able to understand Ridley Road's concerns. That is part of the answer.

138 I know your question is a broader one, which is, "How would they understand what is proposed?" I accept that there probably is a risk of confusion or misunderstanding about what is in mind, particularly when traders at Ridley Road will not know what is been agreed by the traders' associations in the meetings that Ms Grant has described. I can see that that creates a sense of uncertainty.

139 I would make two points on that. One of them is the point I have already referred to in the Artefact report, which is that those concerns, even if well founded, could be mitigated by looking for fish elsewhere. That is the understanding of the market and access point.

140 The second one is that we are very happy to continue having in mind and liaising with those who are affected by this move. It is part of the process that we are already undertaking. There is no concern from the corporation on that part. If you wanted us to provide that further information to make sure that both those who are involved in the immediate trading on the floor and the customers are well aware of what is proposed, the timescales and how things are going, that is the kind of commitment that the corporation is very happy to take away and to formulate.

141 **MR BARROS-CURTIS:** In respect of this Bill, the operative clauses for the corporation are clause 3(1) and clause 5 because they trigger the demarcation, which triggers everything that you have talked about, Mr Turney. Are payment 1, which Ms Grant mentioned, payment 2 and payment 3 all contingent on this Bill passing in its current form and both clause 3(1) and therefore clause 5 being triggered, or are there other contingencies that attach to payments 1 to 3?

142 **RICHARD TURNEY:** I am not going to be able to answer that directly. Can I just turn my back?

143 **MR BARROS-CURTIS:** Of course, yes.

144 **RICHARD TURNEY:** I have just been reminded of the position. I have not been intimately involved in those negotiations. Payment 1 has been paid, or is going to be paid when signed in any given agreement. That is payment 1.

145 Payment 2 is contingent on Royal Assent and payment 3 on vacant possession. However, I can tell you that, if the Act is unsatisfactory to the corporation, there is a provision in those agreements that allows the deal to be stopped. In other words, if something too burdensome was imposed by this Committee or elsewhere, that would give the ability for the corporation to say, "We are not taking this forward".

146 **MR BARROS-CURTIS:** Would that unwind payments already made or would it just cease any further payment obligations?

147 **RICHARD TURNEY:** It would not unwind the earlier payment. There would be money paid, but at that point the corporation would have that ability. As you know, we are in your hands. The point is that we do not know what the Act will look like, if enacted, at the end of this process. That allows us to step away and say, "This is no longer how we can acceptably proceed".

148 **MR BARROS-CURTIS:** Yes, if it is not passed in its current form or something like it, which does not undermine the commercial objectives and so on that the corporation has.

149 There is one thing that I am trying to understand in my mind. The written agreement that is in clause 3(2) does not exist yet, or does it? Do they all exist?

150 **RICHARD TURNEY:** They do exist. They are effectively conditional agreements to surrender the leases.

151 **MR BARROS-CURTIS:** They are all in place with everybody.

152 **RICHARD TURNEY:** Yes, precisely. They are conditional on those steps being taken.

153 **MR BARROS-CURTIS:** There is not a world where you do not have a written agreement with somebody.

154 **RICHARD TURNEY:** No.

155 **MR BARROS-CURTIS:** The Bill does not deal with that, which a question that I had, because it only envisages a world where there is a written agreement. Otherwise, you are falling under whatever the existing tenancy is. It could be out of sync with your timescale here. You have a written agreement across the piece.

156 **RICHARD TURNEY:** There is a written agreement across the piece and the effect of this Bill is that it is only leases that have been determined in accordance with a written agreement that are brought to an end. In other words, this Bill does not empower us to evict people from the market sites except to the extent that they have agreed to leave already.

157 **MR BARROS-CURTIS:** Yes, but I do not know what those contracts say. The corporation could terminate those under whatever the provisions. It is just that the timescales might be out of whack with what you want to do. That answers that question.

158 **CHAIR:** If you will indulge me, I have two questions, one of which we might already have answered, so forgive me. The first question that I have is in relation to the closure of Smithfield and Billingsgate and the opening of the new site. On that particular issue, you spoke about "intentions" in that regard. I wonder whether you could elaborate a little bit on how you intend to manage the continuity of trade from the existing sites to the new sites.

159 **RICHARD TURNEY:** This is in the area where it is really down to the traders, to a large extent, but with all the things that we have already explained about the corporation's support for that position. I would draw attention to Mr

Bonner's evidence in particular. He explained that there is a process, which we are heavily invested in, for delivering the Albert Island site. For the developer to invest in building out that site, they need to have the tenants signed up. Nobody wants to build a fish market site unless they know fish market tenants are going to take it. There will come a point where the corporation's involvement in that process will diminish and it will be, as the market traders want, a process between them and their new landlord, the developer of that site.

160 In terms of the detail of the transition, again, that is going to be for the traders to manage with the financial support that is provided by them providing vacant possession. That is the bottom line. They receive that final payment when they are ready to go and we are ready for them to go. When that final drop-dead date occurs and they leave the site, that is when they receive the final payment. The sites are then free from the tenancies and, if enacted, free from the market restrictions that would prevent us putting them to other purposes. Does that quite answer your question, Chair? I am not sure.

161 **CHAIR:** Yes, it does, particularly in relation to Mr Bonner's evidence. For my second question, credit where it is due: I am very grateful to the services of the Clerks for articulating this better than I could, if I were trying to do it. It may help in terms of the written elements of the discussion earlier on relating to the fears and concerns of the Petitioners.

162 Would the Promoter be willing to offer the Petitioners an assurance or formal undertaking that, should there be a delay or a risk of a delay in the opening and relocation of the new site, the Promoter would inform and engage with the Ridley Road fishmongers, as well as with the market traders, to discuss support and mitigations for any negative consequences such delay might have on them?

163 **RICHARD TURNEY:** That is a clear yes. In those terms, yes. As Mr Wright has explained, the concern is that, by seeking to help and give effect to our good intentions, we do not undermine the commercial position, which, as we have hopefully explained as best we can, needs to be preserved to ensure that we get to the right end point. Certainly, in respect of that, that is a clear yes. We can draft that up either as an assurance directly to the Petitioners or as an undertaking to this Committee.

164 **CHAIR:** Thank you very much indeed. Do any of the Committee members have any further questions?

165 Just for the record, I did speak to you, sir, about whether you wanted to ask any questions of Mr Bonner, but you said that you did not. Could I just confirm that is still the case or would you like him recalled so that you can ask any questions?

166 **CHOUDHRY ZAHAAB AMJAD:** I confirm I do not want to ask any questions to Mr Bonner, Chair.

167 **CHAIR:** Thank you very much indeed. We now have reached the process where we have to unceremoniously kick you out while we deliberate on what we

have heard. The Clerks will help steer you in a suitable direction. Thank you very much for your patience so far. We will try to be as speedy as possible in our deliberations.

3.25 pm

The Committee deliberated in private.

3.50 pm

On resuming—

168 **CHAIR:** Thank you very much for coming back in. We are expecting votes shortly, so we will try to conduct this part of the proceedings at pace without ignoring anything.

169 Thank you for your patience while we considered what we have heard today. We have decided that we are content for the Bill to proceed, subject to the Promoter working with Speaker's Counsel, in consultation with the Petitioner, on options to support the Ridley Road fishmongers or mitigations in the event of a delay or the risk of a delay to the opening or relocation of the proposed new market.

170 Mr Turney, can you introduce the technical amendments that you had to the Bill, which we have not yet discussed?

171 **RICHARD TURNEY:** These are addressed in the pack at page 6. First of all, there is an amendment to clause 3, which we explain at paragraph 7. The purpose of the amendment is to change the wording of clause 3(2), which we have already mentioned today, to align more closely with the agreements with existing market traders. The words in the Bill are "cessation of the operation of a market at an existing site", and we are proposing to substitute the words "termination of a lease in respect of relevant premises". It is the same effect but intending to harmonise wording between this and what has been agreed elsewhere.

172 The other amendment that we wish to make is in the repeals. This is the schedule to the Bill, part 2. It is a minor amendment. We are not seeking to repeal the whole of the Metropolitan Meat and Poultry Market Act 1860 but instead to preserve section 11 of that Act. The Act, as well as dealing with various matters to do with the markets, also makes provision for a particular ward within the City and we do not want to undo that inadvertently in the Bill. That is preserved.

173 Those are the two amendments that we propose. Can I assist further on those in terms of explaining them?

174 **CHAIR:** No, that is absolutely fine. We have heard what we need to hear from you. We have them in the documentation.

175 **RICHARD TURNEY:** I am grateful. Can I assist on any of the other provisions of the Bill? Do you need to hear from me on any of the unopposed provisions?

176 **CHAIR:** No, I do not think so. From our perspective, we have covered what we think we need to as well, so I can therefore invite you to conduct the proving of the preamble.

177 **RICHARD TURNEY:** I am very grateful. I have already introduced Mr Double, who sits to my right, who is the Promoter of the Bill. Do you have a copy of it? If you do not have a copy of it, I will hand it to you.

178 **PAUL DOUBLE:** I have, but I can see the one that you have as well. I will use that.

179 **RICHARD TURNEY:** Are you Paul Double?

180 **PAUL DOUBLE:** I am.

181 **RICHARD TURNEY:** Are you the Promoter of the Bill on behalf of the corporation?

182 **PAUL DOUBLE:** I am.

183 **RICHARD TURNEY:** I am very grateful. Do you have in front of you the preamble to the Bill?

184 **PAUL DOUBLE:** I do.

185 **RICHARD TURNEY:** Have you considered that already?

186 **PAUL DOUBLE:** I have considered it already in detail.

187 **RICHARD TURNEY:** Is that proved?

188 **PAUL DOUBLE:** It is. I prove the preamble.

189 **RICHARD TURNEY:** Thank you very much. I am grateful.

190 **CHAIR:** We are just about to conclude proceedings, but I just wanted to make clear to the Petitioner that what I was reading out there is a consideration of what we were talking about beforehand, about working together in order to find a suitable level of engagement, should there be any risk of a delay for the new site opening, as we previously discussed. Thank you. We have now concluded our business for today.