

Membership as from May 2019

Councillor De'Ath - Chairman
Councillor Borda
Councillor Drummond,
Councillor Hirst
Councillor Hood,
Councillor Hulbert,
Councillor Jeffreys
Councillor Lay



Newmarket
TOWN COUNCIL

The Memorial Hall, High Street, Newmarket, Suffolk CB8 8JP

You are hereby summoned to attend a meeting of the
LEISURE SERVICES COMMITTEE to be held at
Memorial Hall, High Street, NEWMARKET on
Monday 6th January 2020 at 7.15pm

A G E N D A

The meeting is held in public and the public are encouraged to attend and participate. Just occasionally matters such as contractual or staffing matters do have to be held in the confidential part of the meeting.

Members of the public and press may not orally report or comment about a meeting as it takes place if present at a meeting of the Council, but otherwise may:

- a. film, photograph or make an audio recording of the meeting;
- b. use any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later;
- c. report or comment on the proceedings in writing, during or after a meeting or orally after the meeting.

The Council will where possible facilitate such recording unless it is being disruptive. It will also take steps to ensure that children, the vulnerable and members of the public who object to being filmed are protected without undermining the broader purpose of the meeting.

1. Chair to read fire safety notice and announce that proceedings may be filmed or recorded
2. **APOLOGIES** To receive and accept apologies for absence
3. **REGISTER OF INTERESTS** Declaration of Members' Interests & to remind Councillors of the need to keep up to date their Register of Members' Interests and to consider any requests received for Members Dispensation
4. **MINUTES OF PREVIOUS MEETING** To receive and confirm for accuracy the Minutes of the Meeting held on 2nd December 2019 and any matters arising
5. **PUBLIC PARTICIPATION** 'An invitation to members of the public to put questions/statements of not more than 3 minutes duration. Resolutions can only be made on items on the agenda, but Councillors are very happy for matters relating to the Town to be brought to their attention.
6. **FINANCE** – To review the Income and Expenditure for Month 9
7. **BOOKINGS, EVENT STAFFING AND REQUIREMENTS**
8. **MEMORIAL GARDENS** –
 - a. Play Safety Report – To receive the Play Safety Report update
 - b. CCTV – To receive an update
9. **A TASTE OF CHRISTMAS** – Receive a debrief report
10. **NEWMARKET CALENDAR** – to discuss
11. **CLEANING CONTRACT** – to receive a recommendation for the cleaning of the council premises
12. **CRICKET PITCH** – To discuss
13. **NEWMARKET BOMBING EXHIBITION** – To receive an update
14. **CARNIVAL 2020** – To receive an update
15. **CORRESPONDENCE:**
16. **MEMORIAL HALL ROOF** – To consider the quotations for repairs to the roof
17. Items for next Agenda:
18. **DATE OF NEXT MEETING: Monday 3rd February 2020**

Signed

Acting Town Council Manager

DATE: 23/12/2019

Distribute to the following for information: County & District Councillors, The Press, Newmarket Town Council
Notice Boards & the Web-site



Newmarket

TOWN COUNCIL

Minutes of a Meeting of the Leisure Services Committee
Held on Monday 2nd December 2019 at 7.15 pm at the Memorial Hall Newmarket

Attendance:

Councillor J De'Ath (Chairman)
Councillor J Borda
Councillor R Hood

Councillor P Hulbert
Councillor M Jefferys
Councillor J Lay

Also present: Cathy Whitaker – RFO, Christy Argyroudi – Events Manager, Julie Ashton – Minute Assistant, Joy Uney – Newmarket Music and Art Festival, Louise – Battle of the Bands, Paul – Sealed Knot, Representative from Vivo Outdoor Fitness, 1 Member of the Press and 1 Member of the Public.

Minute	Action by
L/19/12/1 <u>CHAIRMAN TO READ FIRE SAFETY NOTICE AND ANNOUNCE THAT PROCEEDINGS MAY BE FILMED OR RECORDED</u> The Chairman opened the meeting and read out the Fire Safety briefing and confirmed that proceedings may be filmed or recorded.	
L/19/12/2 <u>APOLOGIES</u> Apologies were received from Cllrs Drummond and Hirst.	
L/19/12/3 <u>DECLARATION OF MEMBERS INTERESTS & TO REMIND COUNCILLORS OF THE NEED TO KEEP UP TO DATE THEIR REGISTER OF MEMBER'S INTERESTS AND TO CONSIDER ANY REQUESTS RECEIVED FOR MEMBER'S DISPENSATION</u> None noted.	
L/19/12/4 <u>TO CONFIRM THE MINUTES OF THE MEETING HELD ON MONDAY 4TH NOVEMBER 2019</u> Members received the minutes of the Leisure Services Committee meeting held on 4 th November 2019 and the following amendment was made: Page 2 – L19/11/7 – Typo changed to read “Sandra Easom” Subject to the amendment being made, the following was agreed: <u>L/19/12/4.01 Resolved</u> That the minutes of the Leisure Services Committee meeting held on 4th November 2019 be adopted and signed as a true record by the Chairman of the Leisure Services Committee. There were no matters arising.	
L/19/12/5 <u>PUBLIC PARTICIPATION ‘AN INVITATION TO MEMBERS OF</u>	

THE PUBLIC TO PUT QUESTIONS/STATEMENTS OF NOT MORE THAN 3 MINUTES DURATION. NO RESOLUTIONS CAN BE MADE BUT COUNCILLORS ARE VERY HAPPY FOR MATTERS RELATING TO THE TOWN TO BE BROUGHT TO THEIR ATTENTION

The Chairman proposed that item 15 be brought forward and the following was agreed:

L/19/12/5.01 Resolved

That item 15 be brought forward.

Joy Uney spoke to item 13 and read out the report from the Newmarket Music and Art Festival 2019 and outlined the plans for the 2020 Festival. She advised that the previous TCM had agreed to continue to support the funding, allow the use of the Memorial Hall and the use of the community area at the Bill Tutte Memorial next year.

The Chairman declared a nonpecuniary interest in the Newmarket Festival.

The following was agreed:

L/19/11/5.02 Resolved

That the request to support the Music and Art Festival 2020 that were agreed with the previous TCM to support funding, allow the use of the Memorial Hall free of charge for an exhibition in July 2020 and the Bill Tutte area every Saturday starting in March 2020, be approved subject to other community groups using the space.

A representative from Vivo Outdoor Fitness joined the meeting.

L/19/12/6 CORRESPONDENCE

- Battle of the bands

Louise advised that the dates for the Battle of the Bands competition had been agreed for the heats Sat 9th, 16th and 23rd May 2020 with the final being held on Sat 30th May 2020. Cambridge Rock Festival had agreed the loan of their equipment and sound team. The winner of the competition would get a slot at the Cambridge Rock Festival.

A request was made for NTC to support the competition and the following was agreed:

L/19/12/6.01 Resolved

That NTC supports the Battle of the Bands competition and allow the use of the Memorial Hall in May 2020 free of charge.

Louise thanked the Committee for their support and she along with Joy left the meeting.

- Re-enactment event – to receive a presentation

Paul from the Sealed Knot made a request to hold a small historic event covering the English Civil War period 1642 – 1644 on the Severals. The

event would include props and a living history camp giving talks and demonstrations of the trades relating to the period.

The request was considered and the following was agreed:

L19/12/6.02 Resolved

That NTC supports the Sealed Knot and allows the use of the Severals free of charge with free parking on a Sunday starting at 12:00 to hold a small event - date be agreed with the Events Manager.

Paul thanked the Committee for their support and left the meeting.

• Proposed new Vivo classes

Vivo Outdoor Fitness advised that they would like to increase the sessions on the Severals to accommodate the racing community. A proposal was made to hold additional sessions every week at 1:15 – 2:15pm on Mondays, Wednesdays and Fridays for the same hire price of £10 per session. He was asked if it would be possible to increase the hire fee, however he advised that numbers tended to drop off over the winter and that this would not be possible.

The request was considered and the following was agreed:

L/19/12/6.03 Resolved

That NTC supports Vivo Outdoor Fitness and allows additional sessions to be held on the Severals at 1:15 – 2:15pm every Monday, Wednesday and Friday for the same agreed hire fee and be reviewed in 3 months.

The Committee were thanked for their support and the Vivo representative left the meeting.

A concern was raised regarding working with the BID and Discover Newmarket on a joint programme of events. The Events Manager advised that they all meet up along with other community groups every two months and she would find out when the next meeting would be held.

L/19/12/7 FINANCE – TO REVIEW THE INCOME AND EXPENDITURE AND TO CONSIDER BUDGET PRIORITIES

RFO presented the Income and Expenditure reports and advised that actual water meter readings were being submitted rather than receiving estimated readings. She had also obtained a credit from an old meter used for the previous water feature. The reports were noted.

Details of the Public loans were circulated at the meeting and noted. RFO was not able to provide an estimate for the cleaning contract costs until a long-term contract was agreed.

The draft budget for 20/21 was considered and a proposal was made to increase the budget for the Carnival to £10,000 and the following was agreed:

L/19/12/7.01 Recommendation

That subject to the Carnival budget being increased to £10,000, that the draft budget 20/21 for the Leisure Services Committee be received and adopted.

L/19/12/8 BOOKINGS, EVENT STAFFING AND REQUIREMENTS

The Events Manager circulated the Tea Dance accounts and the small profit made in November 2019 was noted. A New Year's Eve party had been booked but December 2019 would be a quiet month.

L/19/12/9 MEMORIAL GARDENS

- Play Safety Report – the report was received and noted.
- Masterplan Steering Group Meeting – the minutes and action plan were received and noted. RFO advised that the canopy for the sensory wall would be deferred until CCTV was installed. The Police had advised that without CCTV this would be at risk to vandalism.
- CCTV – NTC would contribute £1,000 plus VAT and West Suffolk had agreed to make up the full costs.

L/19/12/10 TO RECEIVE AN UPDATE ON A TASTE OF CHRISTMAS

The Events Manager circulated the final costs for the event at the meeting and advised that it had been widely marketed. Additional sponsorship had been received from the Jockey Club.

The Events Manager was requested to confirm that West Suffolk were also promoting this event.

L/19/12/11 TO RECEIVE AN UPDATE ON THE MEMORIAL HALL ROOF

RFO advised that additional quotes had been received but it had been difficult to look at like for like and she would seek further guidance.

L/19/12/12 TO DISCUSS THE CRICKET PITCH

Members were advised that an update for a hub on the George Lambton Playing Fields would be obtained from West Suffolk.

L/19/12/13 TO RECEIVE A DEBRIEF ON PURPLE TUESDAY

The Events Manager advised that this had been a very successful event and additional charities had been suggested to take part in 2020. Feedback was circulated at the meeting with 50% saying that it had been a good event. A Newmarket Purple Guide was available on the NTC website and a survey would be conducted to identify areas that needed improvement.

Thanks were given to the Events Manager for the fantastic work she had put in to this event.

L/19/12/14 MUSIC AND ART FESTIVAL REPORT

This item was covered in item 5.

RFO advised that 3 invoices to the value of £2,425.00 for the Soapbox Derby had been received from Newmarket Journal, that these needed approval and the following was agreed:

L/19/12/14.01 Resolved

That item 6 Finance be revisited.

L/19/12/15 FINANCE

The invoices from Newmarket Journal were received and the following was agreed:

L/19/12/15.01 Resolved

That three invoices from Newmarket Journal to the value of £2,425.00 be received and paid.

L/19/12/16 TO RECEIVE AN UPDATE ON THE CARNIVAL 2020

It was noted that NTC had resolved to take back the organising of the Carnival at the last Town Council meeting. The Chairman circulated an example of a friend of the Carnival badge which could be used to raise funds along with examples of T-shirts that could be sold. Further sponsors would be sought and a Press Release was ready to be issued. The Newmarket Journal confirmed that they would continue to run the Carnival Princess competition next year.

L/19/12/17 TO NOTE ANY ITEMS FOR NEXT MEETING

- Cricket Pitch
- Cleaners contract
- Taste of Christmas debrief
- Memorial Hall roof repair quotes
- Newmarket calendar
- Carnival 2020

L/19/12/18 DATE OF NEXT MEETING

Monday 6th January 2020 in the Memorial Hall

Meeting closed at 8:40pm.

Signed _____ Date _____

Tea dance 2019

Date	Coffee/Tea	Food	DJ	Total Cost	Total revenue	Profit/Loss	PAX
25 January		£18	£160.00	£178	£206.25	+£28.25	43
22 February		£15	£160.00	£175	£195.42	+£20.42	44
29 March		£18.66	£160.00	£178.66	£137.92	-£40.74	32
26 April		£13.92	£160.00	£173.92	£181.25	+£7.33	42
31 May		£9.50	£160.00	£169.50	£141.67	-£27.83	34
28 June		£12	£160.00	£172.00	£160.42	-£11.58	37
26 July		£12.90	£160.00	£172.90	£141.25	-£31.65	33
9 August		£11.82	£160.00	£171.82	£136.25	-£35.57	31
27 September		£10.31	£160.00	£170.31	£200.83	+£30.52	47
25 October -Silver Sunday Free event		£8.98	£160.00	£168.98	£70.83 from Raffle tickets	-£98.15	63
29 November		£12.87	£160.00	£172.87	£180.00	+£7.13	42
13 December		Raffles 13.71	£160.00	£173.71	£192.08	+£18.37	46

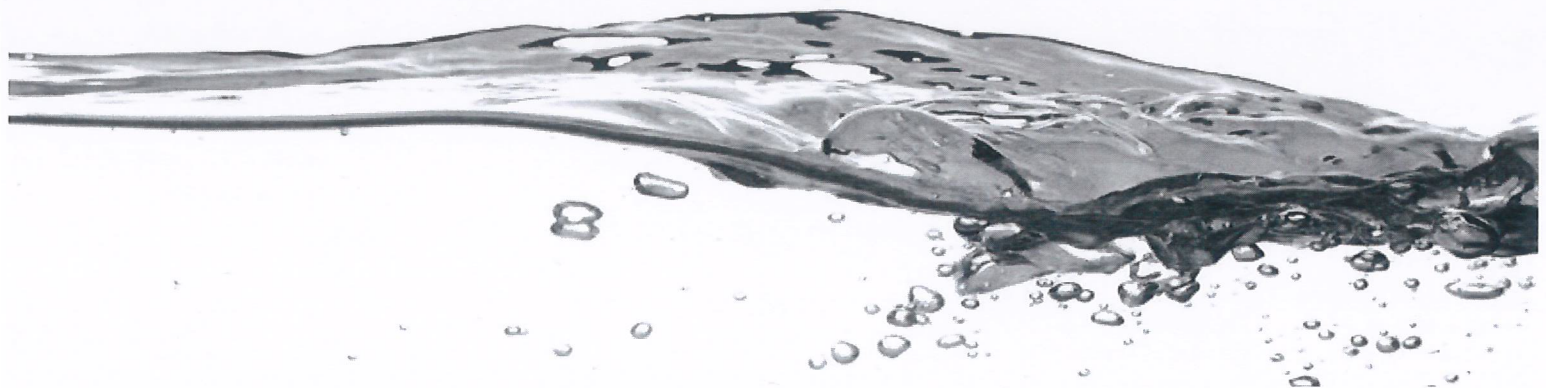
** VAT is excluded**

Ticket price: £3.75 plus raffle tickets £1 each

CLEANING PROPOSAL FOR



King Edward VII Memorial Hall
High Street
Newmarket
Suffolk
CB8 8JP



QUOTATION

Memorial Hall

1st floor: Reception, Main Hall, downstairs Toilets, Corridors, Kitchen, Bar

2nd floor: Two meeting rooms, Toilets, Staff Kitchen, Corridors and Stairs

The Monthly Charge will be £300.00 plus VAT

Pavilion

Main Hall, Kitchen, Corridor, Toilets

Changing room 30 minutes (not used) just fleshing up once a month

The Monthly Charge will be £90.00 plus VAT

Chapel

Toilets

The Monthly Charge will be £60.00 plus VAT

On Request

Memorial Hall

Outside Toilets

The Charge will be £13.85 plus VAT

Chapel

The Charge will be £13.85 plus VAT

Schedule

Each Monday clean the Memorial Hall and Sport Pavilion

Each Thursday clean the Memorial Hall and the Chapel Toilets

Adhoc Hourly Charge

The Charge will be £15.00 per hour plus VAT



STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Payment

- 1.1 Advanced Cleaning Technology Limited (the Contractor) agrees to carry out the cleaning services (The Service) specified in the quotation for Newmarket Town Council (the Customer) dated in accordance with the Specification contained therein. The Specification may be amended for legal and/or health and safety reasons.
- 1.2 The Customer agrees to pay for the Service at the rate shown below for the duration of the contract. The Customer will be invoiced within 30 days of the commencement of the Contract and thereafter at 30-day intervals, and payment shall be made within 30 days of the invoice date unless otherwise specified on the invoice. Invoices will be paid without deduction or set off of any kind unless pursuant to the Contractor's written credit rates.
- 1.3 The Contractor reserves the right to charge (in which event the Customer shall be bound to pay) interest on overdue invoices at the rate of 6% above the base rate of Barclays Bank PLC from time to time, such interest to be calculated on a daily basis.
- 1.4 Without prejudice to condition (1.3) or its other rights hereunder, the Contractor reserves the right, as it shall see fit either to terminate the Contract forthwith, or to suspend performance of the Services to the Customer where invoices are not paid in accordance with condition (1.2) or where there is otherwise any sum owing by the Customer to the Contractor.
- 1.5 No cash or other discount will be allowed unless specified in writing on the Customer's quotation or invoice.

2. General

- 2.1 It shall be the final decision of The Contractor as to the numbers of staff employed at any time and the utilisation of and hours to be worked by the staff in the provision of the Service.
- 2.2 The Contractor will supply normal cleaning materials in the day to day performance of the contract. However, unless otherwise specifically agreed in writing by The Contractor replacement consumable items (being items used during the normal occupation and use of the site such as but not limited to: refuse sacks, soap, hand towels, toilet paper, bin liners) are not supplied as part of this service. Where consumable items are supplied then a separate charge will be made.

3. Liability

- 3.1.1 The Contractor shall have no liability for any expenses, losses or damages caused by the unauthorised acts or actions of its employees. Unauthorised acts shall include, but not be limited to, any criminal or illegal acts performed by the said employees.
- 3.1.2 The liability of The Contractor to the Customer howsoever arising in respect of any loss or damage whatsoever due to the act or default of The Contractor, its employees or sub-contractors (other than for personal injury and/or death to the extent caused by the negligence of The Contractor) shall be limited to physical loss and damage directly arising from such liability and shall not exceed the annual value of the contract in respect of any one incident or series of related incidents. In any event, The Contractor will have no liability whatsoever in respect of any loss caused by its failure to secure the premises of the Customer.
- 3.1.3 The Customer shall not be entitled to make any claim against The Contractor or its employees unless it gives The Contractor written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by The Contractor within 28 days of the date upon which the Customer becomes aware of the occurrence of such event.
- 3.1.4 In the event of any third party making a claim against The Contractor for loss or damage in excess of the liability referred to in (3.1.2) the Customer agrees to indemnify The Contractor against such costs, claims. Losses or damages resulting from such third-party claim which shall exceed the liability accepted by The Contractor under (3.1.2).

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- 3.1.5 The Contractor shall have no liability for any loss of profit or other indirect or economic or consequential loss howsoever caused.
- 3.1.6 Unless otherwise agreed in writing between the Contractor and Customer, these Conditions shall govern the supply of the Services and shall override any terms or conditions stipulated, included or referred to by the Customer whether in the Specification or in any negotiations preceding the formation of the Contract notwithstanding any stipulation by the Customer that other terms and conditions shall prevail.
- 3.1.7 The Contractor's employees or agents are not authorised to make any representations concerning the Services or Materials unless confirmed by the Contractor in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claims for breach of, any such representations, which are not so confirmed.
- 3.2 The Contractor shall as soon as reasonably practicable rectify, repair or (at its option) replace free of Charge, any of the Services or Materials that prove defective, provided that:
- a) The Customer notifies the Contractor of the defect within three days of such defect becoming apparent.
 - b) The defect arises under proper use (where appropriate) and is due to faulty manufacture, bad workmanship or the Contractor's neglect.
 - c) The Contractor accepts no responsibility for any specification not prepared by it and submission of a quotation does not constitute any warranty, guarantee, or representation of the efficacy, safety or otherwise of the Services or Materials. Services or Materials to be provided or executed by the Contractor in accordance with the quotation and the cost of any additional work caused by defects in any such specifications shall be a matter for which prices may be varied in accordance with condition 3(a).
 - d) The Contractor shall not be liable for any loss or damage whether direct or indirect due to materials being used by or at the request of the Customer before title to them has passed to the Customer in accordance with condition 4.
 - e) Loss, damage or injury is not caused directly or indirectly by an existing defect in the fabric of the Customer's premises or any fixture of fittings thereon or equipment or plant for which the Customer is responsible
- 3.3 The foregoing provisions of this condition state the entire liability in contract and in tort of the Contractor in relation to the provision of the services and the description or quality of the Materials or their fitness for any particular purpose or otherwise, including, without prejudice to the generality of the foregoing, any liability for Consequential Loss or damage of any kind suffered by the Customer or any third party, and all warranties, conditions or obligations imposed or implied by statute or otherwise in relation to the same are hereby expressly excluded to the fullest extent permissible by law, provided always that this condition (3.3) shall not apply in the case of death or personal injury insofar as the same results from the Contractor's negligence.
- 4.0 Security and Safety**
- 4.1 The Customer shall inform The Contractor of any security requirements and procedures at the site and the Customer shall be responsible for making any necessary arrangements (including provision of passes, permits and keys to The Contractor) in order for The Contractor to comply with such security requirements and procedures. If The Contractor should lose any such pass, permit, and/or keys, its liability shall be limited to the costs of replacement passes, permits or keys, and The Contractor shall not be responsible for any consequential costs and expenses arising from any such loss.
- 4.2 Prior to the commencement of the Services (and at such times as may be necessary thereafter) the Customer shall supply The Contractor with all such information as shall be necessary to ensure that the Services can be safely and properly performed which shall include (without limitation):
- 4.2.1 anything hazardous about the Site or the equipment or substances with which the Service is to be performed or the item on or to which the Service is to be performed; and
 - 4.2.2 anything relevant in the way of instructions or warnings supplied by the manufacturer of any item or substance on or to which the Services are to be performed.

ACS IS THE TRADING NAME OF ADVANCED CLEANING TECHNOLOGY LIMITED. REGISTRATION NO 2124961 REGISTERED OFFICE
ADDRESS: THE BARN, FORDHAM HOUSE ESTATE, FORDHAM, CAMBRIDGE CB7 5LL

DIRECTORS: J BROADLEY, C BROADLEY, W BROADLEY

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- 4.2.3 The Customer shall comply and secure compliance by its servants, agents and licenses with the Health and Safety at Work Act 1974, any amendment thereto and all Regulations and Orders made there under.
- 4.2.3 The Contractor's employees, sub-contractors and agents shall be allowed full use of whatever first aid, welfare, safety and canteen facilities may be on the Customer's premises, and before the Contractor begins to provide the Services, the Customer shall ensure that safety equipment and facilities are checked, and shall on request produce to the Contractor satisfactory evidence that such checks have been carried out.
- 4.2.4 The Contractor shall ensure its staff follow all applicable Health & Safety and other regulatory requirements with respect to the provision of the Services and comply with all guidelines issued by the Customer in respect of the premises at which the Contractor shall perform the Services.
- 4.2.5 The Customer shall indemnify the Contractor fully against any claims, expenses, loss or damage arising from the Customer's breach of this clause or any relevant statutory obligation.
- 4.2.6 Clients shall not employ The Contractors staff without permission of an The Contractors Directors. The recruitment of staff coincidental with termination of a contract, or without prior permission, will incur a fee payable by the client.

5.0 Performance and Force Majeure

- 5.1 The Contractor shall be under no liability or obligation to the Customer for any loss (whether Consequential Loss or otherwise) sustained by the Customer on account of any delay in performing the Services howsoever caused.
- 5.2 The Contractor shall be under no liability if it is prevented from carrying out any provision of the Contract for any reason beyond its control, including (but without limitation) Act of God, Legislation, War, Fire, Drought, Lock Out, Strike, or other action taken by employees in contemplation or furtherance of a trade dispute, or owing to any inability to procure materials, required for the performance of the Contract, and in such circumstances the Contractor shall be entitled (without prejudice to any of its rights) at its discretion by notice in writing to the Customer to terminate the Contract forthwith or impose such variation in the Contract as may in the Contractor's opinion be necessary.
- 5.3 If either party's rights or obligations under the contract (or the costs to the party of complying with such rights or obligations) require alteration as a direct or indirect consequence of any statutory provision being implemented after the date of the Contract (including, without limitation, relating to minimum wages, holiday with pay or other social charges or employment costs) an appropriate alteration to the relevant provision of the Contract shall be made with effect from the date on which the statutory provision affects the Service.

6.0 Access to Premises/Passing of Property and Equipment

- 6.1 The Customer shall ensure that there is at all times at the Site (at such locations as the Customer may require) suitable and safe supplies of all things necessary to properly perform the Services, including (without limitation) supplies of water, light, power and secure storage facilities.
- 6.2 Until full payment has been received for the Services and all other services agreed to be supplied by the Contractor to the Customer for which payment is then due, the Materials will remain the sole and absolute property of the Contractor as legal and equitable owner, and the Customer acknowledges that it is in possession of the Materials solely as bailees for the Contractor.
- 6.3 Until the Customer becomes the owner of the Materials, the Contractor may for the purposes of recovering the Materials, enter upon any premises where they are reasonably thought to be and may repossess the Materials.

7.0 Prices

- 7.1 Prices quoted unless otherwise stated, will be subject to VAT at the rate then prevailing. The Contractor's quotation is based upon information supplied by the Customer and the assumption

that work in connection with the supply of the Services will be regular and continuous during hours advised by the Customer.

- 7.2 The price will remain fixed for first 12 months of the Contract. The price will be increased annually at the anniversary date by the most recently available official Consumer Price index (CPI) percentage. No further notification will be sent prior to each increase.
- 7.3 All quotations shall be valid for a period of 30 days after the date of the tender and shall be conditional upon acceptance in writing within such period or such longer period as may be agreed in writing. After such period of 30 days, the Contractor may modify or withdraw the quotation notwithstanding any purported acceptance by the Customer.
- 7.4 In the event that the Customer cancels an order which has been accepted by the Contractor (save where such cancellation is in accordance with the terms of this agreement) the Customer shall pay to the Contractor all loss (including loss of profit), costs (including costs of labour and materials used, damages, charges and expenses incurred by the Contractor) as a result of cancellation provided that the Contractor shall seek to mitigate against all loss, cost of damages and expenses.
- 7.5 Additional services, which are arranged by The Contractor, such as feminine hygiene bins and other washroom services, mats, sharps bins etc, are subject to a minimum contract period of one year. A 12-month notice period of cancellation is required, unless negotiated otherwise. These additional services will be charged annually and in advance.
- 7.6 Unless specified in the contract, no work shall be carried out on Public or client holidays and no deductions shall normally be allowed in respect of statutory or other client holiday periods, including Christmas, as statutory holidays and known closedown periods are taken into account in our original calculations. The additional working day during Leap Years will be invoiced to clients at the current pro-rata day rate.
- 7.7 Where a credit is mutually agreed, this will be paid at a maximum of 70% of the hourly charge rate and will be applicable to working hours which have not been provided and which will not be provided at a later date.

8.0 Terms and Termination

- 8.1 The Contractor shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to The Contractor including (but without limitation to) loss of profit or other consequential loss if:
- 8.1.1 The Customer has a bankruptcy petition presented against him or a bankruptcy order is made
- 8.1.2 The Customer makes or seeks to make any composition or arrangement with his creditors
- 8.1.3 The Customer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of Section 286 Insolvency Act 1986)
- 8.1.4 An encumbrancer takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law.
- 8.1.5 A petition is presented or an order is made for an administration order to be made in relation to the Customer.
- 8.1.6 A petition is presented or an order is made or a resolution is passed for the winding-up of the Customer.
- 8.1.7 The Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors.
- 8.1.8 The Customer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986).
- 8.1.9 A receiver or administrative receiver is appointed over any of the Customer's assets, or
- 8.1.10 The Customer fails to make any payment owed to The Contractor on the due date.

ACS IS THE TRADING NAME OF ADVANCED CLEANING TECHNOLOGY LIMITED. REGISTRATION NO 2124961 REGISTERED OFFICE
ADDRESS: THE BARN, FORDHAM HOUSE ESTATE, FORDHAM, CAMBRIDGE CB7 5LL

DIRECTORS: J BROADLEY, C BROADLEY, W BROADLEY

8.2 The Contract shall be for a term of one year from the date the Contract commences and shall continue thereafter until terminated by either party serving on the other three months written notice to terminate.

8.3 Any notice or notification hereunder by the Customer shall be addressed to the Secretary of the Contractor and delivered by hand or recorded delivery to Advanced Cleaning Services Ltd at The Barn, Fordham House Estate, Fordham, Cambridgeshire, CB7 5LL, or the registered office of the Contractor from time to time. Any notice by the Contractor shall be addressed to the Customer at its registered or main office and delivered by hand or registered delivery.

9.0 Statutory Regulations

9.1 If at any time during the period of this Contract there is an increase in the direct labour cost or other costs to The Contractor in providing the work or services pursuant to this contract resulting from additional employment liabilities including (and without limitation) changes to National Insurance Contributions and National Minimum Wage, Holiday Entitlement, Pension Contributions or other liabilities imposed on The Contractor by legislation or other changes in the Law after the date of commencement of this contract then the price may be increased pro rata with effect from the expiry of 28 days written notice from The Contractor to the Customer of the increase in which event the Customer shall be bound to pay the price which has been notified.

We would like to thank you for your acceptance of our proposal and have pleasure in forwarding this agreement to you for you to sign and return.

Please keep one copy for your records and return a second copy to Advanced Cleaning Services.

PROVISION OF CONTRACT CLEANING AT:

King Edward VII Memorial Hall
High Street
Newmarket
Suffolk
CB8 8JP

Sports Pavilion and Chapel

AGREEMENT OF TERMS & CONDITIONS

I hereby agree to the attached terms and conditions and accept the monthly cleaning invoice charge of £492.93 plus VAT.

Contract start date: 11th November 2019

Signed: _____

Date: _____

Print Name: _____

For and on behalf of Newmarket Town Council

Signed:

Date: 7th November 2019

Print Name: Mr David Docherty
General Manager
For and on behalf of Advanced Cleaning Services



QUOTE

Newmarket Town Council
King Edward VII Memorial Hall
High Street
Newmarket
Suffolk
CB8 8JP
UNITED KINGDOM

Date
8 Nov 2019

Expiry
22 Nov 2019

Quote Number
QU-0084

Reference
Cleaning of various sites for
Newmarket Town Council.

VAT Number
294503393

NewClean Limited
Hyperion House
The Oaks
Fordham Road
NEWMARKET
Suffolk
CB8 7XN
GBR

Description	Quantity	Unit Price	VAT	Amount GBP
Monthly fee for cleaning of Memorial Hall, Pavillion and Chapel toilets.	30.00	14.50	20%	435.00
Additional hours of cleaning charged at....	1.00	15.00	20%	15.00
			Subtotal	450.00
			TOTAL VAT 20%	90.00
			TOTAL GBP	540.00

Terms

Commercial contracts:

With long-term commercial clients, we have no minimum term contract, however, we will not adjust the price of the contract within 12 months from the date started. It will then be reviewed at the end of each 12 month period thereafter. So if you wish to terminate, provided we're given 14 days' notice, we will work up until the end of the calendar month.

Our payment terms for commercial contracts; we simply setup a direct debit for the agreed monthly fee which is based on 52 weeks divided by 12 months. The direct debit will be taken on the last working day of the month once the cleaning has been completed for that month.

We'll provide absence cover and the chemicals and equipment the cleaner needs to do their duties on a daily basis. We will be proactive in maintaining standards with monthly site visits. We do charge for cleaning over the Christmas and New Year period. We pay our staff as normal over this time as we believe it greater increases our retainment of their hard work.

We are members of the Guild of Master Craftsman and The British Institute of Cleaning Science for our high standards. We have contracts over 20 years old and I would love for you to become one of them.

One-off deep cleans and end of tenancy:

In the event of one-off cleans commercial or domestic. The estimated time is only an estimate for a property which has been well maintained and

looked after. We charge our hourly rates per cleaner. If the property is overly messy, dirty, mouldy, has excessive limescale build up or is overly cluttered or dusty then the estimated time of the clean can be considerably longer, the price will be amended to reflect the increase in hours spent cleaning to get your property up to a professional standard.

For our domestic clients, a hold will be placed on your card 24 hours before the clean, please ensure there are sufficient funds in the account. Payment will not be taken until after the clean has been completed and the price will be amended to reflect the amount of time spent cleaning.

With commercial, our payment terms are 30 days from the date the invoice is issued at the end of each month. We are flexible if more time is required.

We are members of the Guild of Master Craftsmen and The British Institute of Cleaning Science for our high standards. We have contracts over 20 years old and I would love for you to become one of them.



Linda Gorton
Mayor

November 20, 2019

Kay Sargent
Executive Director

Mayor Rachel Hood
Newmarket Town Council
King Edward VII Memorial Hall
High Street
Newmarket
Suffolk
CB8 8JP

Alexandra Brewsaugh
Assistant Director

Commission Members

Bill Farmer, *Chair*
Tom Appel
Angela Evans
Heather Lyons
Polly Marquette
Mary Quinn Ramer
Sue Roberts

James G. Amato
Emeritus

Dear Mayor Hood,

First, let me apologize for my late thank you. I was in an accident when I returned home and just now getting back to work. I would like to take the opportunity to thank you for your hospitality in welcoming our Mayor and delegation from Lexington to Newmarket in September. We were especially thrilled to visit Rowley Mile and experience a day at the races. We hope you will let us return the kindness and generosity in Lexington.

I also wanted to let you know how much we appreciated Discover Newmarket. Emma, Larry and Chris were so helpful and professional; I know you must be very pleased to have them on the team.

We enjoyed hosting your students from Newmarket Academy in October. It was a wonderful experience on both sides. We look forward to continuing this annual student exchange, and hope to expand the program to other areas in the future. We certainly want to continue to grow the strong bond of friendship we already have between our two communities. We hope to see you soon.

Sincerely,

Kay Sargent
Executive Director
Lexington Sister Cities