

Membership from June 2020

Councillor Anderson
Councillor Appleby
Councillor Borda (Vice Chairman)
Councillor Bowen
Councillor De'Ath (Chairman)
Councillor Drummond
Councillor Hood
Councillor Hulbert
Councillor Jefferys
Councillor Kerby
Councillor O'Neill
Mrs Philippa Winter (non-councillor)
Councillor Yarrow



Newmarket

TOWN COUNCIL

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

You are hereby summoned to attend a meeting of the
COMMUNITY & LEISURE SERVICES COMMITTEE to be held at
on **Monday 1st February 2021 at 6pm**

A G E N D A

The meeting is held on the online Zoom platform, no special software is required.

The link to join the meeting is as follows:

<https://us02web.zoom.us/j/87006824548pwd=VWZjWjFQNGV0YWY1VDE2bFNNLzNrZz09Zz>

Meeting ID: **870 0682 4548** Passcode: **448922** One tap mobile **+442034815237**,

The meeting will be conducted in the usual way with one person speaking at a time, those wishing to speak putting their hands up and the Mayor determining whose turn it is to speak. Voting will be orally, by roll call. Occasionally matters relating to contractual or staffing issues have to be held in the confidential part of the meeting.

The meeting is open to the public who are encouraged to join and participate at the appropriate time

Members of the public and press may not 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 meeting will be recorded. Any member of the public in attendance who does not wish to be included in the recording can disable their video although this would prohibit their ability to participate in the meeting at the appropriate time.

- 1) Chairman's announcement** - That the proceedings are being recorded. All participants will be muted by the host of the meeting, who will unmute the individual the Chairman has invited to speak
- 2) Apologies** - To receive and accept apologies for absence
- 3) Declaration of interests**
 - a) Councillors are invited to raise any declarations of interest concerning items on the agenda
 - b) To consider any requests for dispensation
- 4) Minutes of previous meeting held 4th January 2021**
 - a) To consider and adopt the minutes, as a true record of the proceedings
 - b) To consider any matters arising
- 5) Public participation** – an invitation to members of the public to make representations to Councillors. Resolutions can only be made on items on the agenda
Rules of public participation: no person may speak on more than two items and for no longer than 3 minutes in total. The maximum time permitted for this item is 15 minutes. This is the only opportunity during the meeting, for members of the public to address Councillors.
- 6) Accounts** – To receive and note the accounts for Community and Leisure for the previous month (to follow)

To: Chairman and Members of Community & Leisure Services Committee, Other Council Members, The Press

- 7) **Water Bowser** – To discuss and consider purchase of a Town Council water bowser
- 8) **Cemetery Matters** - To receive and approve:
 - a) Proposed fees and charges for 2021/2022
 - b) Amended Cemetery Regulations
- 9) **Memorial Gardens: Service Level Agreement for inspection of play equipment** - To receive and approve the SLA for 2021/2022
- 10) **Clock Tower Project** - To receive an update and authorise any actions
- 11) **Newmarket Carnival 2021** – To consider whether to proceed with the carnival in the summer of 2021 and authorise any actions
- 12) **Christmas Lights Working Group** – To receive an update
- 13) **Newmarket Bombing event** – To receive an update
- 14) **Correspondence**
- 15) **Date of next meeting** – Monday 1st March 2021
- 16) **Items for the next agenda: Queen's Platinum Jubilee**

Signed *D. Baines* Debbie Baines, Town Clerk

26th January 2021



Newmarket

TOWN COUNCIL

Minutes of a Meeting of the Community & Leisure Services Committee
Held on Monday 4th January 2021 at 7:00 pm via Zoom

Attendance:

Councillor J De'Ath (Chairman)
 Councillor J Borda
 Councillor A Appleby
 Councillor A Drummond
 Councillor R Hood

Councillor P Hulbert
 Councillor M Jefferys
 Councillor T Kerby
 Councillor C O'Neill
 P Winter

Also Present: D Baines – Town Clerk, C Argyroudi – Events manager, J Ashton – Minute Assistant, 1 Member of the Press and 3 Members of the Public.
 Minute

CL/21/01/1 Chairman To Read Fire Safety Notice And Announce That Proceedings May Be Filmed Or Recorded

The Chairman opened the meeting and announced that proceedings are being recorded and to advise that all participants will be muted by the host of the meeting who will unmute the individual the Chairman has invited to speak.

CL/21/01/2 Apologies For Absence

Apologies were received from Cllr Yarrow. Cllrs Anderson and Bowen were absent.

CL/21/01/3 Declaration of Member's Interests and to Remind Councillors of the Need to Keep up to Date Their Register Of Member's Interests and to Consider Any Requests Received for Members Dispensation

None noted.

CL/21/01/4 To Receive and Confirm for Accuracy the Minutes of the Community and Leisure Services Committee Meeting Held on Monday 7th December 2020 and Any Matters Arising

Members received the minutes of the Community and Leisure Services Committee meeting held on 7th December 2020 and the following amendment was made:

Page 3 - CL/20/12/11.01 Recommendation – was amended to include hanging baskets and all Town planting.

Subject to the amendment being made, the following was agreed:

CL/21/01/4.01 Resolved

That the minutes of the Community and Leisure Services Committee meeting held on 7th December 2020 be adopted and signed as a true record by the Chairman of the Community and Leisure Services Committee.

There were no matters arising.

CL/21/01/5 Public Open Session

No members of the public wished to speak.

CL/21/01/6 To Receive the Accounts for December 2020

The accounts for December 2020 were received and noted.

CL/21/01/7 Cemetery

There were no matters to report.

CL/21/01/8 Memorial Gardens

Monthly Play Area Inspection (December) – There were no matters of concern to report.

CL/21/01/9 Clock Tower Project

Quotations for the works had been submitted, were being reviewed and would be reported to the next meeting.

CL/21/01/10 Christmas Lights 2021

The Mayor reported that with the current contract ending, swift action was required to find an alternative supplier and the following was agreed:

CL/21/01/10.01 Recommendation

That a Working Group be set up comprising of the Mayor, Town Clerk, Events Manager and Philippa Winter with a remit of recommending an alternative supplier for next year.

Town Clerk was asked to conduct an inventory all lighting and infrastructure belonging to NTC.

CL/21/01/11 Commemorative event to mark 80 years since the Newmarket Bombing

The Events Manager reported that the planned event in February 2021 had been cancelled and she was asked to agree a new date with the History Society possibly for September 2021. The following was agreed:

CL/21/01.11.01 Recommendation

That the planned event to be held in February 2021 be postponed and that a new date be agreed.

Members were asked to consider a location for a Commemorative plaque on the outside of the Memorial Hall or in the Memorial Gardens. This will be considered when the design has been submitted.

CL/21/01/12 Correspondence

None noted.

Date Of Next Meeting

Monday 1st February 2021 via Zoom.

CL/21/01/13 ITEMS FOR NEXT AGENDA

- Cemetery matters
- Memorial Gardens
- Clock Tower
- Christmas lights
- Newmarket Bombing event
- Queen's Jubilee

Meeting closed at 7:17pm

Signed _____

Date _____

DRAFT

Newmarket Town Council Proposed Cemetery Fees & Charges 2021- 2022

Fees and Charges 1st April 2021 approved by

Chair of Community Services Committee
Date

Town Clerk Date

Proposed Cemetery Fees & Charges
2021-22

Section 1 - Exclusive right of burial

Item	Charges 2020-21	Physical neighbour average	West Suffolk Crematorium & cemetery	Proposed charge 2021-22	% increase on last years charge (nearest round figure)	Rationale for not 2% increase
Standard lawn type grave (50 years ERB)	£855.00	£1502.20	£1300.00	£875.00	2.39%	To keep the figure rounded.
Child (up to 12 years of age) grave (50 years ERB) Please note depth for one interment only	£150.00	£633.50	£100.00 (up to 3 years old)	£150.00	0%	The Government now run the Child Funeral Fund for Authorities to recover associated burial costs. Fees to remains the same .
All Cremated remains earthen graves (25 year ERB)	£600.00	£841.75	£1260.00 (20 year ERB)	£615.00	2.5%	To remain competitive with neighbouring authorities and West Suffolk Crematorium

Section 2 – Interments

Item	Charges 2020-21	Physical neighbour average	West Suffolk Crematorium and cemetery	Proposed charge 2021-22	% increase on last years charge	Rationale for not 2% increase
Person 12 years + Standard lawn type grave (for depth 1,2 or 3)	£695.00	£981.80	£900.00 (double depth only)	£710.00	2.15%	To keep the figure rounded
Person 12 years + Large lawn type grave (for depth 1,2 or 3)	£740.00	N/A	N/A	£760.00	2%	To see a marked difference between a standard and a large grave.
To dig the grave to triple depth	£110.00	N/A	N/A	£115.00	4.5%	To keep the figure rounded
Child from the age of 13 months up to the age of 12 years	£100.00	N/A	N/A	£100.00	0%	The Government now run the Child Funeral Fund for Authorities to recover associated burial costs. Fees to remains the same to not abuse this scheme
Still born babies and babies up to 12 months old (including :NVF) Please note: depth for one interment only	£55.00	N/A	N/A	£55.00	0%	See above
To prepare a grave to accommodate a coffin 6'10" and over in length or 30"and over in width	£70.00	584.00	N/A	£75.00	7.14%	To remain competitive and comparable with other authorities

Section 3 - Cremated remains interment fees

Item	Charges 2020-21	Physical neighbour average	West Suffolk Crematorium and cemetery	Proposed charge 2021-22	% increase on last years charge	Rationale for not 2% increase
Interment of cremated remains in an earthen grave (either loose or in a casket)	£205.00	£212.20	£80.00	£210.00	2.4%	To keep the figure rounded
Interment of cremated remains in a coffin or burial casket to be buried at a full burial or for the second set of ashes when two sets are interred at the same time.	N/A	N/A	N/A	£105.00		A new fee to cover the cost of the administration of this type of interment

Section 4 - Memorial fees

Item	Charges 2020-21	Physical neighbour average	West Suffolk Crematorium and cemetery	Proposed charge 2021-22	% increase on last years charge	Rationale for not 2% increase
Permit for right to install a new memorial on a lawn type grave	£195.00	£241.40	Not offered separately	£200.00	2.5%	To keep NTC competitive and comparable with neighbouring authorities
Permit for right to add an inscription on an existing memorial	£70.00	£72.50	Not offered separately	£72.00	2.8%	To keep NTC competitive and comparable with neighbouring authorities

Section 5 – Other charges

Item	Charges 2020-21	Physical neighbour average	West Suffolk Crematorium and cemetery	Proposed charge 2021-22	% increase on last years charge	Rationale for not 2% increase
Use of chapel	£80.00	£198.80	£395.00	£80.00	0%	No justification for any increase
Surrender of grave space	Buy back at half the ERB fee	N/A	POA	Buy back at half the ERB fee	Refer to relevant ERB fee	Refer to relevant ERB fee
Transfer of Exclusive Right of Burial / Production of Statutory Declaration for lost deed	£57.00	£61.50	£15.00	£60.00	5.26%	To reflect the amount of work that potentially goes into the transfer process
Exhumation	Double the current relevant interment fee	N/A	POA	Double the current relevant interment fee	Refer to relevant interment fee	Refer to relevant interment fee
Brandon 1500mm bench	Gross £1100.00 Net £916.67.00 VAT £183.33	£1305.00	£1848.00	Gross £1140.00 Net £950.00 VAT £190.00	3.63%	To balance any increase from the supplier
Memorial tree (various) offering 15 year lease, including plaque	Gross £535.00	N/A	£2205.00 (10 year lease)	£550.00	2.8%	New fee after the introduction of dedication trees
Administration fee for replacement tablet/ plaque (c/r, benches etc)	£10.00	N/A	N/A	£10.00 per item	0%	No justification for any increase
Plaque (measuring 150x75mm) silver with black writing for benches	Varying costs	N/A	N/A	£60.00		New set fee to meet demand for revised plaque
Plaque (measuring 15x130mm) silver with black writing mounted on a metal backing and stake for tree or grave dedications.	Varying costs	N/A	N/A	£95.00		New set fee to meet demand for revised plaque

Notes:

Physical nearest neighbour used in this comparison are Cambridge City Council, Tendring District Council, Chelmsford Borough Council, Norwich City Council, Ipswich Borough Council, East Suffolk Council and The London Borough of Barking and Dagenham. The fees for nearest neighbour were generally from 2019-20 or 2020-21 periods.



Newmarket
Town Council

Newmarket Town Council cemetery regulations **Effective from new date**

The foregoing Rules and Regulations will come into operation from date. All previous Rules and Regulations previously made by the council are hereby superseded. The council reserves the right from time to time to make alterations, additions or amendments to these Rules and Regulation specified herein. These rules and regulations will be reviewed at least once per year.

Introduction

We seek to observe the rights and choices of any individual wherever possible, but to be fair to all, to keep everyone safe, and to maintain our cemetery to high standards we do need some regulations. Everyone visiting our cemeteries needs to follow these regulations.

When we mention 'cemetery' in the regulations we are referring to Newmarket Cemetery at High Street, Newmarket.

Newmarket Town Council (referred to as 'the council' or 'we in the regulations') is legally responsible for managing and controlling the cemeteries. The council authorises West Suffolk's cemetery registrar to act with its authority and enforce the regulations.

To comply with the relevant laws, we run the cemeteries in accordance with the Local Authorities Cemeteries Order 1977, as amended by the Local Authorities (Amendment) Order 1986 as well as any regulations made by the Secretary of State.

If you have any questions about these regulations, please contact

Cemeteries Registrar Manager
West Suffolk House
Western Way
Bury St Edmunds
Suffolk
IP33 3YU

Email: cemetery.service@westsuffolk.gov.uk

Website: <https://www.westsuffolk.gov.uk/>

Phone: 01284 757068

General

Opening times

1. The cemeteries are open daily to visitors. We display the times on notices at the cemetery gates and on our website: www.westsuffolk.gov.uk/cemetery

Note: Opening times will change according to the seasons.

Rights of use or admission

2.
 - a. We reserve the right to:
 1. close or limit access to the cemeteries when necessary; and
 2. withdraw the use of the cemeteries from any person or organisation.
 - b. You may bring dogs into the cemeteries, but they must be kept on a short lead and remain under your control at all times.
 - c. Dog fouling is prohibited.
 - d. Only vehicles associated with a funeral cortege, or those displaying a valid disabled parking permit ('blue badge') may enter the cemeteries. Any vehicle entering must be:
 - driven slowly keeping to the 10mph limit;
 - kept to the main roadways; and
 - parked in a way that does not inconvenience visitors or staff.
 - e. Cycling, scootering and skateboarding is prohibited in any part of the cemetery; users of these modes of transport should dismount at the gate.

Fees

3. All fees for interments and memorials applications are payable in advance
4. All cemetery fees and charges are reviewed annually and are displayed on both the Council and West Suffolk's website:
https://www.westsuffolk.gov.uk/Births_and_deaths/cemeteries.cfm

Exclusive right of burial

5. At the time of the interment you may buy an exclusive right of burial (ERB) in a grave for an agreed period of time. The purchase will be subject to you paying the appropriate fee and completing the relevant application form, which needs the signature of the proposed owner (who then becomes the deed holder). The exclusive rights of burial vary between grave types. The pre-purchasing of any graves (either full burial or cremated remains) in Newmarket Cemetery is not permitted.
6. The exclusive right of burial deed holder is entitled to decide who is buried in the grave and whether a memorial can be erected on it (once the relevant fee is paid and the council has given permission).

7. On the fifth anniversary of the purchase we may offer the deed holder the opportunity to buy an extension of another five years, bringing the exclusive right of burial back to its original term.
8. The exclusive right of burial relating to cremation vaults and cremation earthen plots may at any time be extended for a further 25 years subject to the appropriate fee being paid.
9. Our policy is to excavate graves to the maximum depth available. With regards new graves we will initially aim to excavate them to a depth of 2.75 metres (approximate 9ft). This will enable the grave to accommodate three interments. The council cannot be held responsible if, due to factors outside our control, the grave cannot hold the full number of interments.
10. We will allocate new graves in strict rotation. We will try to meet the wishes of applicants who buy grave spaces if it is practical to do so, subject to the council's approval and payment of the appropriate fee.
11. The council keeps plans and records of graves which visitors may view, by appointment, during normal office hours.
12. When the exclusive right of burial period comes to an end the buyer (or his or her heirs or successors who have become the deed holder) will have the option of renewing that right, subject to any restrictions which may be in force at that time.
13. Deed holders will need to apply to renew the exclusive right of burial within 12 months of the previous grant finishing.
14. The council may grant a renewed right of burial to another person if the exclusive right of burial grant period has finished and nobody has informed us that they want to renew it. Before we do this, we will where possible, notify the previous owner (or his/her personal representative) to give them the option to renew it.
15. Where no interment has taken place in the grave, the owner of the exclusive right of burial may surrender it to the council. We will pay the owner an amount which is in proportion to the number of years remaining for the exclusive right of burial. We will not make a payment if the exclusive right of burial has lapsed or finishes within ten years.
16. If the council gives permission, the owner of an exclusive right of burial may transfer it to another person if he or she provides satisfactory evidence of ownership. The owner must register the transfer in the cemetery's records, have the deed of grant of right of burial endorsed by the council and pay the appropriate transfer fee. The number of deed holders which can be entered onto each Deed of Grant is restricted to a maximum of two persons. When one deed holder dies the remaining deed holder will then become the sole deed holder of the grave. Where a family dispute results in a stalemate and relevant consents are withheld, the ownership cannot be transferred. This can only be resolved if the various next of kin reach an agreement, possibly with the mediation of a solicitor or other parties. It is not the responsibility of the Council cemeteries service to facilitate this this action.
17. Provided that there is sufficient room and subject to receiving consent from the cemetery's manager ~~registrar~~ cremated remains can be interred in any adult grave in the cemetery for which you have the exclusive right of burial. No adult interments, either full or cremated remains are allowed to be interred into the grave of a child or

baby unless the child or baby was interred into a full adult grave and the appropriate adult exclusive right of burial fee was paid.

18. Ownership of the ground does not at any time; pass from the control of the council.
19. Before the reopening of a purchased grave the ownership for Exclusive right of burial must be proven.

Coffins and caskets

20. To help us all respect the environment, all bodies entering the cemetery for burial must be contained in a coffin/wrapping made of a perishable material bearing the full name, age and date of death on it. Alternative coffin materials maybe considered subject to prior written agreement by the cemeteries ~~manager~~registrar. A coffin or casket which is 6 feet 10 inches or over in length or 30" or over in width will be regarded as extra large and will be liable to additional fees. .

Interments

21. You can apply for a burial by contacting the Cemeteries Service (contact details are shown in the introduction section of this document). The service operates from 9am to 5pm, Mondays (apart from bank holidays) to Fridays. You must deliver a completed interment notice to the office at least two clear days before the interment (excluding Saturdays, Sundays and bank holidays).
22. Interments normally take place on Mondays to Fridays between 9.30am and 3pm (subject to the season).
23. The interment fee includes the excavation and preparation of the grave, matting and attendance by cemetery staff and backfilling on the day of service. The fee also includes all administration, entries into the burial registers and onto the burial database. The fee does not include the removal or reinstating of any memorial (whether the memorial belongs to the grave to be opened or other graves within the area which need to be removed to provide access), planting, shrubs or trees. The cost of any of these actions must be covered by the applicant. An estimate of the cost would be provided by the cemeteries office before the work could be undertaken. Where cremated remains are interred at the same time as a full burial, there is no charge, only the fee for the full burial. ~~If two sets of cremated remains are interred at the same time, then only one interment fee is charged.~~
24. The time booked for a funeral is the time the cortege is due to arrive at the cemetery. If the funeral director or person in charge of the funeral is later than the appointed time he or she must act under the direction of the ~~registrar~~manager (or his or her representative) as to when the funeral service may proceed.
25. The council will not open a grave covered by an Exclusive right of burial without the written permission of the registered owner unless the burial is to be that of the registered owner.
26. We will need to see and verify the deed before a grave is re-opened. If the deed is lost or mislaid, then a statutory declaration must be made.
27. We must receive the registrar's certificate for disposal or coroner's order for burial before any burial can take place.

We will require a medical practitioner, midwife or nurse's certificate if the interment is for a non-viable foetus.

28. We reserve the right to delay or reschedule a funeral if any burial area or excavated grave becomes unstable or dangerous due to severe weather, other naturally occurring instances or an act of God.
29. The responsibility for providing enough bearers to carry the coffin from the hearse to the grave or plot (whether mourners are present or not), rests with the funeral director or person arranging the funeral.
30. Once we have a notice of interment, we reserve the right to instruct a local memorial mason to remove any existing memorial to allow the grave to be excavated. The applicant will pay the cost of removal.
31. We reserve the right of passage over all graves and to have any grave temporarily covered whilst carrying out excavations. Such covering may comprise of boxed platform, or similar, onto which excavated soil may be placed prior to a burial in an adjacent grave. We also reserve the right to move memorials to allow access to a grave. The memorials will be returned to their original positions and any disturbed neighbouring graves made tidy as soon as possible after the burial.
32. Only the council can authorise or employ people to prepare graves.
33. Council staff are not permitted to accept tips.
34. A council representative will be present at all interments to make the final checks to ensure the funeral is completed lawfully.
35. During a funeral (or before) we have the right to exclude those who are not mourners, or not officially connected with the funeral.
36. Newmarket Cemetery contains a children's grave section. We do not permit the interment of adults in children's graves in the children's section. Financial assistance is available from Central Government to families who have lost a child (under the age of 18) to allow choice with regards to burial and memorial options. Information and advice can be given by the Cemetery Manager.
37. Persons authorised by the council will normally carry out the back filling of any grave. However, in the event that relatives and friends wish to do so, permission must be sought from the cemeteries office and the back filling must be carried out under the direction of a member of cemeteries staff or other authorised person. A risk assessment must be completed by the funeral director and sent to the cemeteries office at least two working days before the interment takes place.

Management of memorials

38. We will give you the correct form to complete if you wish to apply for permission to erect a memorial, add an inscription or carry out any other work on a memorial including refurbishment, cleaning or like for like replacement. The form will include:
 - name and address of the memorial mason who will carry out the work;
 - material and measurements of the memorial;

- details of inscription and a diagram of the proposed memorial, including fixing methods; and
- full names and signatures of the registered grave owner/s to give permission for the work.

39. Issuing a permit to work confirms that approval for any such application is given. The applicant must not start any work until they have a permit. We will give permission as long as the work undertaken fully complies with the details specified within the application form, the British Register of Accredited Memorial Masons (BRAMM) or National Association of Memorial Mason's (NAMM) schemes and the requirements of these regulations.
40. You may be required to remove any work that you do, or any memorials or kerb sets – and pay all the costs of removal – if these do not comply with the cemetery regulations.
41. All memorials must be erected in accordance with BS8415 and the National Association of Memorial Mason's (NAMM) or the British Register of Accredited Memorial Masons (BRAMM) Code of Practice current at the time of installation. The owner of the exclusive right of burial is responsible for keeping the memorial in a good and safe condition. The ~~manager~~ ~~registrar~~ is permitted to instruct removal of any memorial that becomes unsafe or is otherwise dilapidated.
42. All memorial mason companies who work within the cemeteries must be registered with the British Register of Accredited Memorial Masons (BRAMM) or National Association of Memorial Mason's (NAMM). Fixing teams will contain at least one mason in possession of a BRAMM or NAMM fixer's licence. At all times memorial fixing teams will operate in accordance with the BRAMM or NAMM scheme and these regulations.
43. We do not permit any kerb sets in the lawned sections of Newmarket Cemetery.
44. You may only use granite, marble, slate or other suitable material of durable and sound quality for memorials.

Lawn sections Grave maintenance

45. Graves in ~~all lawn~~ sections of the cemeteries will be grassed, with no mounds unless there is or kerb set fitted by a registered stonemason. You may install a memorial of the dimensions indicated below at the head of the grave. You may not place any other memorial or other items in or around the grave space or on the grassed area in front of the grave including shrubs, plants and bulbs. Artificial grass is not to be laid on graves at any point after an interment has taken place or at any other time. Any artificial grass laid will be removed by site staff without notice. ~~All~~ ~~G~~ graves in all lawn sections of the cemeteries will be made good with turf or grass seed during the months that follows a burial. ~~All lawn~~ sections of the cemetery will have natural grass covering the grave except in compartments where a kerb set is permissible.

Memorial sizes

46. Headstones and memorials must not exceed 975 millimetres (3'3") in height (above ground level); 750 millimetres (2'6") in width. The stone must be of sufficient thickness to support its height, and any reasonable force exerted upon it, to ensure its stability. The foundation must be sunk into the ground so that the top surface of is flush with, or below, the adjoining ground level. Headstones or headstones bases may not be linked over two or more graves.

47. A drilled base which should not exceed 3 feet in width, by 18 inches in depth and 6" in height, may accommodate:
- up to two flower containers; or
 - up to two natural stone vases not more than 300 millimetres (1'0") high and not more than 175 millimetres (7") square; or
 - a natural stone tablet, not more than 300 millimetres (1'0") high, not more than 300 millimetres (1'0") wide and not more than 50 millimetres (2") thick; or
 - up to two natural, reconstituted, stone figures, not more than 375 millimetres (1'3") high, provided the stone is not covered, coated in plastic, gilded, glazed or painted.

Any such vase, tablet or figure must not extend beyond the perimeter of the base.

48. Alternatively, a memorial may consist of:
- a natural stone vase not more than 300 millimetres x 225 millimetres x 225mm (1'0" x 9" x 9") fixed to a plinth not more than 300 millimetres x 300 millimetres x 50 millimetres (1'0" x 1'0" x 2") of the same material, fixed on a concrete foundation of the same dimensions as the plinth; or
 - a book or tablet not more than 300 millimetres x 300 millimetres x 50 millimetres (1'0" x 1'0" x 2") fixed to a base not more than 450 millimetres x 300 millimetres x 50 millimetres (1'6" x 1'0" x 2") of the same material, fixed on a concrete foundation of the same dimensions as the base or sufficiently wide to bridge the grave and rest on undisturbed ground. The base may be drilled to accommodate up to two flower containers or may incorporate two small vases or figures; or
 - a flat tablet not more than 300 millimetres x 300 millimetres x 50 millimetres (1'0" x 1'0" x 2") fixed to a concrete foundation of the same dimensions as the base or sufficiently wide to bridge the grave and rest on undisturbed ground.
 - a baby or child (up to the age of 12 years) memorial must not exceed the following dimensions. The head stone 24 inches high x 1 inches wide x 3 inches deep, the base 18 inches wide x 1 inches x inches high and the landing 24 inches wide x 1 inches deep x inches high.
49. You may fix photographic plaques, either ceramic or other material, of an approved size to memorials, if you have the council's written approval.
50. The grave number must be inscribed on all memorials erected in the cemetery, on the lower right corner of the rear of the base (or other conspicuous position as approved by the council), in characters of not less than 25 millimetres (1") in height, to match the main inscription.
51. Trade names must be inscribed on any memorial in the lower left corner of the rear of the base or other location approved by the council in characters of not more than 12 millimetres (1") in height, to match the main inscription.
52. All contractors engaged on work in the cemetery must comply with all council directions and requirements. Proof of Public Liability Insurance and membership to one

of the national associations for memorial masons should be supplied to the cemeteries office prior to working in the cemetery

53. All materials and equipment must be conveyed in the cemetery in such a manner as to prevent damage to walks, paths, roads or turfed areas and all soil or waste material must be removed in a like manner. Mats, boards or canvas must be used, as directed by the council, to achieve this end.
54. Masons must notify the council of intent to work in the cemeteries at least 24 hours before arrival at the cemetery. No work will be permitted outside of the opening times of the cemetery or at weekends unless specifically approved by the council.
55. Any person removing a memorial to permit a further interment may only do so after informing the council. Upon reinstallation of such memorials they shall be re-fixed in accordance with BS8415 and the National Association of Memorial Mason's or British Register of Accredited Memorial Masons Code of Practice, this will include the installation of new dowels between the base and headstone plate.
56. We will remove any unauthorised memorial and charge the cost to the grave owner, or their personal representative.
57. The Council advises that at least 12 months lapse between a full burial and the setting of a memorial headstone (unless there is a continuous headstone base). The Council will not accept responsibility for stone movement if the stone is fitted before the advised time frame.

Cremation gardens

58. You may purchase an exclusive right of burial for a period of 25 years. The term of exclusive right of burial may extended for a further 25 years subject to the appropriate fee being paid.
59. The only memorials permitted are is a desk-type memorial or a flat tablet (subject to the council's approval). The colours of these memorials are restricted to black, dark grey and light grey only.
60. Up to two sets of cremated remains may be buried in each grave

Memorial benches

61. All benches placed in either cemetery must be purchased through the cemeteries office. Any new unauthorised benches (those not purchased through the cemeteries office) will be removed to a safe compound. The owner will be contacted to arrange removal.
62. All unauthorised benches placed in the cemeteries prior to 1 July 2017 will be allowed to remain in the cemetery until they are assessed by the council be no longer fit for purpose. At this point the bench would be removed to a safe compound and the owner will be contacted regarding the collection or disposal. Any unauthorised benches will be subject to the same terms and conditions as authorised benches. Any replacement benches must be approved and be purchased through the cemeteries office.
63. Anyone wishing to lease a dedication bench for a predetermined term will be asked to read and sign the terms and conditions set by the cemeteries office. If any of the terms and conditions of the bench lease are broken, then the bench would no longer be

included in the maintenance programme and a further leasing period would not be offered.

64. The council may provide memorial benches at various locations within cemeteries, these benches maybe leased for an agreed period. The council reserves the right to relocate all benches on site to meet operational needs.

65. No other memorial or other items may be placed on the bench.

Memorial trees, roses and shrubs

66. The council may provide trees, roses and shrubs for dedication at locations within the cemeteries, and you may lease memorial plaques from the council for a period of up to 15 years. It is prohibited to inter cremated remains within this type of memorial.

67. No other memorials or items may be placed on or around the tree area.

Public graves

68. A public grave is a grave in which no Exclusive right of burial has been granted by the council and in which unrelated persons may be interred.

Maintenance

69. All floral tributes including artificial will be removed two weeks following the interment unless we are told in writing that the family wish to arrange for their removal. It is forbidden to place glass containers or shades, items of pottery, tins, plastic or wire mesh fences or other items of metal, plastic or other material on graves. The council may remove these without notice.

70. The council will remove Christmas wreaths from 1 February each year.

71. Temporary wooden markers are permitted subject to the council's approval. These should be removed from the grave if and when the permanent memorial headstone is set.

72. The council reserves the right to remove (and dispose of) from any grave space, flowers, plants, floral tributes or wreaths which have deteriorated or become unsightly.

Scattering of cremated remains

73. The scattering of cremated remains on purchased or unpurchased graves, or in any other area in the cemetery is forbidden.

Repair of failed memorial headstones

74. Newmarket Town Council reserve the right to test all headstones for safety every five years or at any time if it is suspected that the stone maybe unsafe.

75. Memorial headstones that fail the safety test will be required to be repaired as soon as possible by the deed holder. If the repair is not undertaken within six months from notification, the council will fund the repair to the stone; this cost must then be repaid to the council before the exclusive right of burial is further exercised.

Oversized graves in lawn compartments

76. When purchasing a grave within a lawn compartment of the cemetery for a coffin or casket over 6 feet 10 inches or over in length or 30 inches or over in width, families must be aware that any proposed headstone dimensions will need to be the same as a standard sized grave. Larger memorials will not be authorised under any circumstances.

Balloons and sky lanterns

77. The release of air filled or helium balloons or sky lanterns from the cemeteries is strictly forbidden due to the adverse effect the balloon material, cords, ribbons and lantern parts potentially have on the environment. It is prohibited to bring any type of balloons into the cemetery to display on graves, headstones, benches or in trees.

Funerals requiring brick lined or vaulted graves

78. Funerals which require a new or reopened grave to brick lined or vaulted, will be required to give the cemeteries office the minimum of 10 working days' notice of the interment. This work must be carried out by a qualified trades person with adequate public liability insurance.

Mrs Debbie Baines
Newmarket Town Council
King Edward VII Memorial Hall
High Street
Newmarket
Suffolk
CB8 8JP

Our ref: Play Inspection SLA's
Your ref:
Contact: Damien Parker
Direct Dial: 01284 757085
Email: Parks@westsuffolk.gov.uk

19 January 2021

Dear Mrs Baines

Play Area Inspections – Service Level Agreement

Because of the disruption the Coronavirus pandemic has had on services this year the Council have not had the opportunity to properly review its position on play area inspections. We remain committed to reviewing this arrangement in the future.

In the meantime, as per the arrangements last year, West Suffolk Council will continue to offer a standardised playground inspection service to all Parish, Town Councils and Playing Field Associations without a charge for the financial year 2021/22. This service includes a monthly inspection by an officer from the West Suffolk Councils Parks Service and an annual inspection by an external organisation.

In order for your organisation to take up this arrangement, we would be grateful if you would complete, sign and return a copy of the attached SLA, **by 28th February 2021** either by email to sara.yaxley@westsuffolk.gov.uk or by post to the Parks Department, West Suffolk House, Western Way, Bury St Edmunds Suffolk IP33 3YU.

Prior to returning the completed copy of the Service Level Agreement please ensure that you check and where necessary complete the following sections:

Page	Section
2	Name, Position, signature & date To be completed by the person authorised to acting on behalf of your organisation.
4	Section 1.2 The Name of the Person we should take instructions from in relation to your play area.
14	Part C Site Location/Locations Please check that we have the correct locations and amend if necessary.
14	Part D Client contact details Please provide us with the details of who our point of contact should be. NB. Once our inspections are completed, they are automatically uploaded to our system then emailed to the agreed recipient.

If you require further information on this matter, please do not hesitate to contact me.

Yours sincerely



Damien Parker
Leisure & Cultural Service Operations Manager

Item 9b

Effective from 1 April 2021

Newmarket Town Council

and

West Suffolk Council

**Service Level Agreement
for the provision of**

Monthly operational play area inspections
and independent annual play area audit.

Service Agreement
April 2021-March 2022

Employer

Organisation: Newmarket Town Council
("The Client")

Name:

Position:

Signature: _____ Date: ____/____/____

Service Provider

Organisation: West Suffolk Council, Western Way,
Bury St Edmunds, IP33 3YU ("the Provider")

Name: Damien Parker

Position: Leisure & Cultural Services Manager (Operations)

Signature:  Date: 29th January 2021

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Background

- (i) Section 1 of the Local Authorities (goods and Services) Act 1970 provides for a local authority to enter into an agreement with any public body within the meaning of that section for the supply by the authority for the body any administrative, professional or technical services.
- (ii) The parties have agreed with effect from the commencement date to arrange for the provision of certain services from one party to the other as set out in the service specification.

1 The Agreement

1.1 Statement of Intent

This document ("the Agreement") is a Service Contract between West Suffolk Council ("the Provider") and Newmarket Town Council ("The Client").

1.2 Nominated Officers

For the Client:

Name:

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

For the Provider:

Name: Simon Collin
Parks Infrastructure Manager (Operations)

Email: simon.collin@westsuffolk.gov.uk

West Suffolk Council, Western Way, Bury St Edmunds, IP33 3YU
("the Provider")

1.3 Partnership Principles

In the spirit of partnering, the parties will work to develop an environment of cooperation and trust, using the following Partnership Principles:

- Be accountable – to the joint responsibilities set out in this Agreement
- Collaborate and co-operate – establish and adhere to the governance structure to ensure that service activities are delivered and actions taken on a joint basis
- Be open – communicate openly about major concerns, issues or opportunities relating to the services provided
- Learn, develop and achieve potential – share information, experience and skills to learn from each other and develop new ways of working. Work collaboratively to identify business improvements, eliminate inefficiencies and reduce the cost of service provision
- Adopt a positive outlook – demonstrate a positive, “can do” attitude, looking at ways to improve services
- Focus on excellent customer and public service – support this Agreement through a detailed service plan, which will show how delivery will be targeted and managed

1.4 Term of Agreement

The term of the Agreement, which covers the services specified in section 2, will commence on 1 April 2021 (the Start Date) and extend to 31 March 2022 (the Termination Date).

1.5 Obligations

The Provider shall deliver the agreed Services within the agreed timeframes, standards and costs set out in PART B of this Agreement.

The Client shall enable safe access for the Provider’s employee and or their appointed contractor to inspect the playground facilities located on their land indicated in PART C.

Both parties agree to act in good faith and in a reasonable and timely manner with regard to the operation of the Agreement.

1.6 TUPE

The parties hold the view that TUPE will not apply on the commencement of this Agreement during the Agreement Term or on the expiry of this Agreement (in whole or in part). However, if during the Agreement Term, TUPE operates so as to transfer the employment of an employee from one party to the other party, the parties shall comply with their legal obligations under TUPE.

2 **Service Overview**

The Provider shall undertake the following Services on behalf of the Client in accordance with the service requirements and standards detailed in PART B of this Agreement and within the sites included at the addresses listed in PART C of this Agreement.

2.1 Monthly operational play area inspections

The Provider shall undertake twelve monthly inspections of the Clients play area per annum.

The inspection shall be recorded on the provider's inspection system and copies shall be emailed to the Client on a monthly basis.

The inspector shall be an employee of the provider and a registered and certificated RPII inspector (Operational) and DBS checked.

The provider will ensure that the client's equipment is inspected and assessed, including:

- Identification of obvious hazards as a result of vandalism, use or weather conditions.
- Cleanliness
- Equipment ground clearances
- Ground surface finishes
- Exposed foundations
- Sharp edges
- Missing parts
- Excessive Wear (of moving parts)
- Structural Integrity
- Sealed for life parts

2.2 Annual independent play area Inspection.

The providers shall on an annual basis employ and pay for the services of an independent playground inspection company to undertake an annual audit inspection of the clients equipment.

The annual inspector will be a registered and certificated RPII inspector (Annual) and DBS checked.

The annual inspection will be in a similar format to the Monthly inspections.

The provider will ensure that the client's equipment is inspected and assessed to a number of different standards, including:

- Playground Equipment & Surfacing - BS EN 1176 & 1177: 2008
- MUGA's (Multi Use Games Areas) - BS EN 15312 - Free Access Multi Sports
- Skate Parks: BS EN 14974 - Roller Sports Equipment
- Outdoor Fitness Equipment – BS EN 16639: 2015
- Parkour Equipment – BS 10075: 2013

The annual main inspection is carried out to establish the overall level of safety of equipment, foundations and surfaces, e.g. compliance with the relevant standards, including any changes made as a result of any assessment of safety measures, effects of weather, presence of rotting or corrosion, and any change in the level of safety of the equipment as a result of repairs made, or of added or replaced components.

Special attention is given to 'sealed-for-life' parts.

The annual main inspection may involve excavation or dismantling of certain parts. Additional measures might be necessary to detect other possible deterioration of the structure.

3 Financial Arrangements

- 3.1 The Provider (West Suffolk Council) will not charge the Client for the inspections or the administrative costs associated with circulating the inspections in financial year 2021/2022.
- 3.2 Should the Client require additional inspections or advise on replacement parts/units the provider may levy charges commensurate with its staff time and any costs it may incur.
- 3.3 Remuneration
Should the Client require additional services the Provider shall Invoice the Client for the services it's provided on a quarterly basis.
- 3.4 Pricing Schedule
The Provider will provide a pricing schedule should it choose to levy charges for the service in the future (Post financial year 2021/2022).

4 Service Monitoring and Variations

- 4.1 Review
There are not going to be any scheduled meetings associated with this contract. Should either party feel the need to meet then a mutually agreeable time and venue will be agreed
- 4.2 Variations
Amendments or additions to any of the provisions of this agreement shall be made by written exchange between the parties, a copy of which is to be kept with this agreement.
Any amendment or additions shall be approved and signed on behalf of the Client and Provider by those Nominated Officers listed in section 1.2 of this Agreement.

5 Records

The Provider shall ensure that relevant information; records and documentation are maintained and provided to the Client.

The Provider shall give all reasonable access for auditors working for the Client and make all necessary records maintained in connection with the delivery of the Services, including financial records, available for inspection by any such auditors.

The Provider shall make arrangement for records and other documents to be available.

6 Issue Management

The relevant Nominated Officer (as listed in section 1.2 of this Agreement) for either of the parties to this Agreement shall notify his counterpart at the other party promptly of any material issues, concerns or written complaints regarding any matter under or in this Agreement. The relevant Nominated Officers of both parties will use every endeavour to resolve, by a process of consultation, any differences or issues arising between them.

7 Change Control

This Agreement is intended to be a living document, capable of being updated and amended over time with the written agreement of both parties. All changes should be recorded in accordance with section 4.2 of this Agreement.

8 Termination and Exit

This Agreement shall commence on 1 April 2021 (the Start Date) and shall continue until 31 March 2022 (the Termination Date).

The Agreement will be reviewed annually thereafter by both parties.

9 Insurance and Indemnity

9.1 Insurance

The Provider shall hold the insurances detailed in the Insurance Table below.

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the Provider to the Town Council's property.	The amount of £5 million
The Provider's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the contractors providing the service.	The amount of £5 million each and every occurrence with cross liability so that the insurance applies to the Parties separately.
Liability for death of or bodily injury to employees of the Provider arising out of and in the course of their employment in connection with this agreement.	The greater of the amount required by the applicable law and the amount of £5 million for any one occurrence.
Professional Indemnity Insurance	The amount of £500,000 any one claim or series of claims arising from one single incident.

Should it be requested; copies of relevant insurance documents will be provided to the Client.

The Client shall insure against liability for third party claims within the Agreement Area.

9.2 Indemnity

The Provider indemnifies the Client only and limited to circumstances where such third-party claims arise as a direct consequence of the Provider's failure to provide the functions delegated under this agreement.

The Client shall notify the Provider prior to making any claim under the said Indemnity and the Provider continues to provide such assistance as the Client may require including but not limited to:

- Acknowledging the claim as soon as possible.

- Forwarding the claim to the Client, together with such information that the Client or its insurers require, promptly within the time specified time by the Client or its insurers
- Providing statements from relevant staff and attendance in court proceedings as witnesses

Except in respect of payment liabilities, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause.

10 Policies and Standards

The following publications are to be observed by the Provider in delivering the services provided under this agreement.

- Playground Equipment & Surfacing - BS EN 1176 & 1177: 2008
- MUGA's (Multi Use Games Areas) - BS EN 15312 - Free Access Multi Sports
- Skate Parks: BS EN 14974 - Roller Sports Equipment
- Outdoor Fitness Equipment – BS EN 16639: 2015
- Parkour Equipment – BS 10075: 2013

In the event of contradiction or inconsistency between standards, the Provider shall use its best judgement in completing the inspections process. Should the above standards be updated the provider shall ensure that the new standards are adopted.

This is not an exhaustive list and other relevant national and local publication may be relevant to the delivery of the services in this agreement.

It is the Provider's responsibility to ensure that when undertaking the services of this agreement, all legal and statutory obligations are met.

The provider will also ensure that all inspectors working on their behalf are registered and certificated RPII (Register of Play Inspectors International) Operational and Annual inspectors and DBS (Disclosure and Barring Service) checked.

PART B – Service Requirements and Standards

11. Monthly operational play area inspections

The Provider shall undertake twelve monthly inspections of the Clients play area per annum.

The inspection shall be recorded on the provider's inspection system and copies shall be emailed to the Client on a monthly basis.

The inspector shall be an employee of the provider and a registered and certificated RPII inspector (Operational) and DBS checked.

The provider will ensure that the client's equipment is inspected and assessed, including:

- Identification of obvious hazards as a result of vandalism, use or weather conditions.
- Cleanliness
- Equipment ground clearances
- Ground surface finishes
- Exposed foundations
- Sharp edges
- Missing parts
- Excessive Wear (of moving parts)
- Structural Integrity
- Sealed for life parts

For the avoidance of doubt, the service offered by the Client does not include:

- Ordering of replacement parts
- Undertaking repairs on equipment
- Commissioning repairs.

12. Annual independent play area Inspection.

The providers shall on an annual basis employ and pay for the services of an independent playground inspection company to undertake an annual audit inspection of the clients equipment.

The annual inspector will be a registered and certificated RPII inspector (Annual) and DBS checked.

The annual inspection will be in a similar format to the Monthly inspections.

The provider will ensure that the client's equipment is inspected and assessed to a number of different standards, including:

- Playground Equipment & Surfacing - BS EN 1176 & 1177: 2008
- MUGA's (Multi Use Games Areas) - BS EN 15312 - Free Access Multi Sports
- Skate Parks: BS EN 14974 - Roller Sports Equipment
- Outdoor Fitness Equipment – BS EN 16639: 2015
- Parkour Equipment – BS 10075: 2013

The annual main inspection is carried out to establish the overall level of safety of equipment, foundations and surfaces, e.g. compliance with the relevant standards, including any changes made as a result of any assessment of safety measures, effects of weather, presence of rotting or corrosion, and any change in the level of safety of the equipment as a result of repairs made, or of added or replaced components.

Special attention is given to 'sealed-for-life' parts.

The annual main inspection may involve excavation or dismantling of certain parts. Additional measures might be necessary to detect other possible deterioration of the structure.

PART C – Site location/locations

Newmarket Memorial Gardens - High Street, Newmarket, CB8
8JP

PART D – Client contact details (recipient of the inspection details)

Name of Client Organisation : (for example, Parish Council/Playing Field Association)	
Person Representing the Client: Name:	
Postal address:	
Email address:	
Contact Telephone Number:	

PART E - Privacy notice

West Suffolk Council is the Data Controller for activities in their respective area and can be contacted at West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU. Telephone 01284 763233. The Data Protection Officer is Leah Mickleborough and can be contacted at the same address.

We carry out these inspections as part of our public tasks and are collecting your personal information because West Suffolk needs a point of contact to forward the inspection reports to. Your data will be not be shared with third parties unless used for Council purposes, to prevent or detect crime, to protect public funds or where we are required or permitted to share data under other legislation.

Your data will be kept for **three years**, in line with our retention policy.

You have the right to access your data and to rectify mistakes, erase, restrict, object or move your data in certain circumstances. Automated decision making and processing is not used during this application. Please contact the data protection officer for further information or go to our website where your rights are explained in more detail. If you would like to receive an explanation of your rights in paper format, please contact the Data Protection Officer.

Any complaints regarding your data should be addresses to the data protection officer in the first instance. If the matter is not resolved, you can contact the Information Commissioner's Office at Wycliff House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone 0303 123 1113.

For further information on our data protection policies please go to our website [How we use your information](#) or email data.protection@westsuffolk.gov.uk

Item 14

From: Julia [REDACTED] <@theracingcentre.org>
Sent: 04 January 2021 13:06
To: Christy [REDACTED] <@newmarket.gov.uk>
Subject: Sports Day 27th June 2021

Afternoon Christy

We are looking to host the annual Stud and Stable Staff Sports day on the Severals on Sunday the 27th June from 10am till 5pm to correspond with the start of Racing Staff Week.

The day will consist of food stalls and children's events. We aim to run football on two small pitches and rounders during interval, although the program is subject to be being confirmed. We will also apply for a ten notice on the day. We aim to start at 11am (subject to Jockey Club Approval) and be finished for 4pm before evening stables. This year will see the event expand from 2019's success where 165 participants attended and in excess of 300 spectators.

This is a rough idea, as we are not sure what the government guidelines are going to be closer to the time. We will change our offerings according to the guidelines if needed.

We are trying to secure the date at this point. The event will be COVID secure and we will take all the necessary precautions for the event.

If you have any questions please let me know.

Kind regards,

Julia [REDACTED]
Fundraising and Impact Administrator
The Racing Centre

