



Newmarket

TOWN COUNCIL

THE KING EDWARD VII MEMORIAL HALL
HIGH STREET, NEWMARKET, SUFFOLK, CB8 8JP
Telephone: 01638 667227

Town Mayor: Councillor Michael Jefferys

Town Clerk: Debbie Baines

NEWMARKET CRICKET CLUB AGREEMENT 2021

THIS AGREEMENT is between Newmarket Town Council (the "Council") and Newmarket Cricket Club, 3 Manchester House, 113 Northgate Street, Bury St Edmunds, IP33 1HP (the "Cricket Club").

The purpose of this Agreement is to set out the terms and conditions for the Cricket Club to host cricket fixtures and cricket training sessions.

TERMS & CONDITIONS

1. The Council permits the Cricket Club the use, as specified, of the Sports Pavilion building and the land known as the Severals (collectively the "Severals") for the purpose of cricket use only.

2. The Council agree to support the Cricket Club by offering the complimentary use of the Severals and Sports Pavilion with changing rooms/showers for the 2021 cricket season only (23/04/2021 - 05/09/2021).

Cleaning charges: *To be advised*

Water charges: *To be advised*

2.1 Saturday Fixtures: Use of Sports Pavilion & The Severals.

Times: Arrive from: 12:00pm – Start: 1:00pm – Finish: 08:30pm

Dates: 24/04/2021/ 01/05/2021, 15/05/2021, 22/05/2021, 05/06/2021, 12/06/2021, 19/06/2021, 10/07/2021, 31/07/2021, 21/08/2021

2.2 Sunday Fixtures: Use of Sports Pavilion & The Severals.

Times: Arrive from: 12:00pm – Start: 1:30pm – Finish: 08:30pm

Dates: 02/05/2021, 16/05/2021, 23/05/2021, 13/06/2021, 18/07/2021, 01/08/2021, 08/08/2021, 15/08/2021, 05/09/2021

2.3 Midweek Practice: Use of Sports Pavilion changing rooms/showers & The Severals.

Start: 05:30pm – Finish: 09:00pm Dates: 28/04/2021, 05/05/2021, 19/05/2021, 26/05/2021, 30/06/2021, 21/07/2021

2.4 Senior Club: Use of Sport Pavilion changing rooms/showers & The Severals.

Start: 05:00pm – Finish: 08:00pm Dates: 22/04/2021, 29/04/2021, 06/05/2021, 13/05/2021, 20/05/2021, 27/05/2021, 03/06/2021, 10/06/2021, 17/06/2021, 24/06/2021, 01/07/2021, 08/07/2021, 15/07/2021, 22/07/2021, 29/07/2021, 05/08/2021, 12/08/2021, 19/08/2021, 26/08/2021.

2.5 Youth Club: Use of Sport Pavilion changing rooms/showers & The Severals.

Start: 05:00pm – Finish: 08:00pm Dates: 23/04/2021, 30/04/2021, 07/05/2021, 14/05/2021, 21/05/2021, 28/05/2021, 04/06/2021, 11/06/2021, 18/06/2021, 25/06/2021, 02/07/2021, 09/06/2021, 16/07/2021, 23/07/2021, 30/07/2021, 06/08/2021, 13/08/2021, 20/08/2021, 27/08/2021.

3. No cricket, and no music, no public address are allowed at the Severals before 12:30.

3.1 No activity close to the horse walk before 13:00

3.2 Cricket matches will not commence before 13:00

3.3 Teams may not arrive at the Sports Pavilion before 12:00

3.4 Sport Pavilion parking 12:00 for playing staff of the teams and officials (away from Severals horse work)



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4. The Cricket club shall encourage spectators to be mindful and considerate of the horse training taking place before 13:00

5. Should the booking time run beyond the times noted on this Agreement, the additional time will be charged to the Cricket Club.

5.1 The Cricket Club shall not access the Pavilion outside the times and dates noted on this Agreement, without the agreement of the Town Council. Onsite parking will not be available during these visits.

6. Parking at the Severals.

6.1 Parking at the Severals is strictly limited to the playing staff of the teams and officials (umpires) sessions those taking part in that activity. It is the responsibility of the Cricket Club to manage and control parking at the site. Parking is limited to the far perimeter of the Severals field and the available parking slots at the Severals Pavilion. The Cricket Club agrees to undertake any repairs to the ground as a direct result of vehicle parking.

6.2 Parking at the Severals is not allowed for visitors, spectators or public vehicles. All vehicles should be parked at a designated car park and parking elsewhere shall be discouraged. As it is the responsibility of the Cricket Club to manage and control parking at the site (details of public car parks are available on request).

7. The Cricket Club shall be allowed to erect a gazebo on the Severals located as close to the Sports Pavilion as possible and away from the horse walk on the Severals.

8. The Cricket club agrees to supervise and manage the fixtures and the training dates above and shall comply with all requirements of any local county or other authority and shall be responsible for clearance of all rubbish and other items at the end of each booking and repairing any damage to the Severals and its surrounding land.

8.1 If the Sport Pavilion and the Severals are left in untidy/unclean state or damage has been caused or litter left on the Severals, then any costs incurred/cleaning hours shall be directly charged to The Cricket Club.

9. The Cricket Club agrees to take such steps as shall be necessary so as not to damage the Severals or any equipment contained therein or thereon and not to permit anything to be done which could damage the Severals or any equipment.

10. The preparation and maintenance of the cricket square is the responsibility of the Cricket Club.

11. The Cricket Club is responsible for fencing the cricket square to protect the area from other events that take place in the Severals

12. The Cricket Club shall:

12.1 ensure that all appropriate licenses and permits are obtained at its own cost and the Council agrees to support obtaining the necessary licenses and permits if so requested in writing;

12.2 carry out a risk assessment for the fixtures and training dates and submit copies to the Council by 30th March 2021;

12.3 obtain Public Liability Insurance in the sum of at least £1,000,000 and provide evidence thereof to the Council by 16th April 2021;

12.4 familiarise themselves with the location of the fire exit and fire appliances. The Cricket Club is responsible for ensuring that all doorways, corridors, exits, emergency exits and entrances are kept unobstructed at all time.



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13. Fire and safety regulations of the Sports Pavilion are to be observed – a copy accompanies this Agreement.

14. The Cricket Club shall not sublet the Sport Pavilion and/or Severals.

14.1 The Council will not let the Severals to any other cricket club, for the duration of this agreement.

15. The Council operates a “No smoking policy” within the Sports Pavilion.

16. Either party may cancel the fixtures and/or training sessions for the public good in the event of an Act of God, extreme weather, natural disaster, bomb or threat or for other significant reason.

17. Payment Terms: The Cricket Club will receive a monthly invoice with the cleaning & water charges. Payment is due the 21st of each month;

17.1 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed “overdue”;

17.2 The Council reserve the right to claim interest on overdue invoices pursuant to “Late Payment of commercial Debts (Interest) Act 1998”;

17.3 The Council reserves the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings. If any invoice is under query, this may not necessarily be applied.

18. The Cricket Club shall be liable for any loss or damage to the Council’s property including walls, light fittings and equipment (including items hired for their use) or injury to any person including Town Council staff during cricketing activities. The Cricket Club reserves the right to carry out repairs or replacement to any damage or repairs. NTC reserves the right to insist that any repairs or replacement are to the standard required by Newmarket Town Council.

18.1 The cost of making good any damage done to the Sport Pavilion and/or Severals or equipment will be invoiced to the Cricket Club

18.2 The Council accepts no liability for any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Cricket Club in or upon the Sport Pavilion and/or Severals;

18.3 The Council must ensure that the Sport Pavilion is safe for the purpose for which the Cricket Club intend to use it and shall be responsible for ensuring all activities performed in the Sport Pavilion give reasonable consideration to other users of the premises;

18.4 Nothing may be fixed to the walls, woodwork or furniture using pins, nails, glue or tape except such Cricket Club photos, posters and noticeboards as may be agreed.

19. The Sport Pavilion and Severals shall be left clean, with furniture set up as it was found.

19.1 The Cricket Club may request that the Council set up to their requirements and tidy up following the hirer period, at a standard charge;

19.2 If the Cricket Club serves beverages and all refreshments, it is responsible for all clean-up and other food arrangements;

19.3 No attendance is permitted at the Sport Pavilion for Cricket Club or their suppliers other than at booked times. Suppliers must have agreed their collections in advance as the Council does not accept



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responsibility for any items left;

19.4 The Cricket Club shall dispose of all waste in the bins provided;

19.5 The Council may assess cleaning charges if the Sport Pavilion and Severals are not left in a clean and tidy condition.

20. The Cricket Club shall obtain prior permission from the Council to use the Council address as RSVP address from the Cricket Club matches and/or trainings sessions.

20.1 Media interviews or reporting on matchdays or on the subject of Cricket activities are permitted at the Severals.

21. The Cricket Club is permitted one sign, the design which has to be approved by the council and shall be responsible for obtaining appropriate planning permission.

21.1 The Cricket Club is permitted to affix other signage and promotional material to promote Cricket and the Cricket Clubs activities with the prior agreement of the Council. Any signage will be temporary and seasonal. Any promotional material shall be confined to the Pavilion end of the Severals including the positioning of the gazebo.

22. It is Council's Policy that all staff, working in front line Leisure Services, receive an enhanced Disclosure Barring Service (DBS) check. This policy is designed to safeguard children and vulnerable adults. It is the condition of this agreement that all Cricket Club coaches and volunteers working with children and vulnerable adults have undertaken DBS checks in line with English Cricket Board policy.

23. The Cricket Club is responsible for ensuring that all users of the Sport Pavilion and Severals comply with any rules and regulations specified by the Council whether they be verbally or in writing. This is to include any reasonable instructions issued by the Town Council staff;

23.1 The Youth Team shall be supervised at all times and boisterous behaviour shall be discouraged to avoid injury and any damage to the Sport Pavilion and/or Severals.

24 This Agreement will automatically renew at the conclusion of each cricketing season unless written termination of the agreement is given by the Cricket Club 14 days after the conclusion of the cricketing season, as defined by the final league match.

24.1 The Council may suspend the automatic renewal on the basis of a breach of the terms of this Agreement or subsequent to the reviews in point 25.

24.2 This Agreement does not imply or grant ANY proprietary or other rights to the Cricket Club.

25. The Agreement will be reviewed 1st June 2021 & 1st August 2021, with the following parties:
Newmarket Town Council, Newmarket Club and the Jockey Club.

26. The law of this Agreement is that of England and Wales and the Courts of England and Wales have the exclusive jurisdiction over any dispute arising.



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Independence of the Newmarket Cricket Club.

It is expressly understood and agreed by the parties that the Cricket Club is not owned, operated, affiliated or otherwise under the direction or control of the Council. The Council has no authority or control over any aspect of the Cricket Club, except as provided in this Agreement.

Agreement

I acknowledge this agreement and understand and accept the terms and conditions of the Newmarket Cricket Club 2021 Agreement

Signed on behalf of Newmarket Town Council

Name: DEBBIE BAINES

Date: 20/04/21

Signed on behalf of the Newmarket Cricket Club

Name: DAVID REVELL

Address:

Date: APRIL 20-21



Report to	Finance & Policy Committee
Subject	Pavilion / Use of.. by Newmarket Cricket Club for 2022 season
Purpose	Information/Decision
Classification	Unrestricted
Meeting date	20th September 2021
Item number	12
Written By	Cathy Whitaker CLERK

Summary: This report gives information regarding the request by the Newmarket Cricket Club (NCC) for the use of the Severals and Pavilion for the 2022 cricket season.

1.	Introduction
a.	NCC attended the Extraordinary Council Meeting on 13 th September 2021 to request the continued use of the Pavilion and Severals for the 2022 cricket season.
b.	A decision could not be made at that meeting due to lack of relevant information and it was decided to defer the financial aspect of the NCC proposals to this committee to consider the implications on the 2022/23 budget; with the intention to make a recommendation to Full Council on 27 th September 2021.
2.	Context
a.	NCC had an agreement for the 2021 cricket season (contract attached with this report for information). The agreement was for free use of the Severals and Pavilion for the pre-agreed dates and times for the 2021 season only, with charges made for any cleaning and for water charges as necessary.
b.	Due to the pandemic restrictions and the occurrence of Legionella in the Pavilion showers the Pavilion building was not available to NCC for the majority of the season. Portable toilets for fixture dates were provided at a cost to the council of £2,696.50. The current total for the treatment of Legionella in the Pavilion showers stands at £3,074.31 (includes £1,407.31 for the installation of new booster pump system).
3.	Proposal/Options
a.	NCC would like to request that the complimentary use of the Severals and Pavilion, previously agreed for the 2021 season, be transferred to the 2022 season. The current contract includes complimentary use of the Pavilion for the Saturday and Sunday fixtures and for mid-week practice on Wednesday, Thursday and Friday evenings (from 5/5.30pm until 8/9pm).
b.	NCC has stated that Pavilion access will not be required for mid-week practice for the 2022 season; although storage access would be needed.
c.	NCC has included in its request for the use of the Pavilion and Severals for the August Bank Holiday Monday.
4.	Financial/Resource Implications
a.	Working on fixture dates provided by NCC for the Saturday (9/4/21-17/9/21) and Sunday

	(16/4/21-18/9/21), the potential loss of income from outside bookings (non-community groups) would be £8,400 at 100% occupancy. It is unlikely that 100% non-community group occupancy would be achieved however: therefore an estimate on 50% occupancy would be more realistic at £4,200. Community group bookings are charged at 50% of full tariff; therefore the above would be £2,100 in the event that the 50% occupancy would be for community groups only.
b.	Mid-week practices for 2022 will be for Severals grounds access only; therefore having no bearing on event income.
c.	Bank Holiday August weekend: The potential additional loss of income from non-community groups would be estimated at £200 (£100 for community groups). The historic car-boot on the Bank Holiday Monday brings no income to NTC.
d.	Severals ground maintenance: NCC takes responsibility for cutting the cricket square during the cricket season. It has become apparent that Jockey Club Estates (JCE) have an arrangement with NCC to cut the out-field during the cricket season, including further ground maintenance of spiking, rolling and seeding. The current West Suffolk Council (WSC) Service Level Agreement (SLA) for 2021/22 includes a figure of £6,766 for the annual cutting of The Severals in its entirety. Based on the % increase from the 2020/21 SLA, it is estimated that these costs to NTC under the 2022/23 SLA could rise to £6,834. Whilst it is not possible to receive any credit from WSC for the current Severals maintenance due to continued grass cutting, a potential saving of £2,278 on the 2022/23 SLA fees could be achieved by JCE taking on the whole cutting of the area for one third of the year. NCC has estimated this figure as £2,500.
e.	NCC has indicated that it would be able to offer a payment of between £500-£700 (plus the notional above maintenance savings) to NTC for the cricket 2022 season to cover its use of the Pavilion at weekends and for the August Bank Holiday.
f.	Fees for 2022 season: Based on a community group charge of £100 per use of the Pavilion, the fees would usually total £4,900: being 49 uses per annum (24 Saturdays, 24 Sundays, 1 Bank Holiday day). NCC estimated a saving of £2,500 on maintenance plus £700 additional payment, totalling £3,200; equating to 32 uses at £100. NTC estimate for maintenance saving of £2,278 plus £700 additional payment totalling just under £3,000; equates to 30 uses at £100. This brings a potential loss of income of £1,700 to NTC.
g.	Other fees: The contract for 2021 season includes provision for fees to be charged to NCC by NTC for cleaning and water use. No charges were made due to the Pavilion being unavailable to NCC during the season. For 2022 any necessary cleaning by NTC staff/contractors should be paid by NCC (charges to be raised as necessary dependent on level of cleaning required as assessed by NTC). For 2022 water usage needs to be charged for shower/kitchen use on fixture dates (meters to be read before and after each day by NTC).
5.	Next Steps/Recommendations
a.	Consider recommendation to Full Council on 27/9/21 that, should the NCC agreement be extended to include the 2022 season, the following amendments to the financial detail under Terms & Conditions be included as follows:- 2: The Council agree to support the Cricket Club by offering the complimentary use of the Severals and Sports Pavilion with changing rooms/showers for the 2022 cricket season only (9/4/22-18/9/22). This is with the exception of the below chargeable fees. A one-off payment of £700 for Pavilion Hire: <i>to be paid in advance of the start of the</i>

cricket season.

Cleaning charges: *charged as assessed by NTC following each use of Pavilion.*

Water charges: *charged as meter reading by NTC following each use of Pavilion.*

- **2.1:** Saturday Fixtures: Use of Sports Pavilion & The Severals.
Times: arrive from 12.00pm – Start: 1.00pm – Finish: 8.30pm
Dates: (24 Saturdays) 9/4/2022, 16/4/2022, 23/4/2022, 30/4/2022, 7/5/2022, 14/5/2022, 21/5/2022, 28/5/2022, 4/6/2022, 11/6/2022, 18/6/2022, 25/6/2022, 2/7/2022, 9/7/2022, 16/7/2022, 23/7/2022, 30/7/2022, 6/8/2022, 13/8/2022, 20/7/2022, 27/8/2022, 3/9/2022, 10/9/2022, 17/9/2022.
- **2.2:** Sunday Fixtures: Use of Sports Pavilion & The Severals.
Times: arrive from 12.00pm – Start: 1.30pm – Finish: 8.30pm
Dates: (24 Sundays) 10/4/2022, 17/4/2022, 24/4/2022, 1/5/2022, 8/5/2022, 15/5/2022, 22/5/2022, 29/5/2022, 5/6/2022, 12/6/2022, 19/6/2022, 26/6/2022, 3/7/2022, 10/7/2022, 17/7/2022, 24/7/2022, 31/7/2022, 7/8/2022, 14/8/2022, 21/8/2022, 28/8/2022, 4/9/2022, 11/9/2022, 18/9/2022.
- **[additional clause]:** Bank Holiday Monday: Use of Sports Pavilion & The Severals.
Times: arrive from 12.00pm – Start: 1.30pm – Finish: 8.30pm
Date: (1 BH date) 29/8/2022.
- **2.3:** Midweek Practice: Use of The Severals ONLY. **(No access to the Pavilion, its showers, changing rooms and toilets; with the exception of the storage area using the outside access)**
Times: Start: 5.30pm – Finish: 9.00pm
Dates: 20/4/2022, 27/4/2022, 4/5/2022, 11/5/2022, 18/5/2022, 25/5/2022, 1/6/2022, 8/6/2022, 15/6/2022, 22/6/2022, 29/6/2022, 6/7/2022, 13/7/2022, 20/7/2022, 27/7/2022, 3/8/2022, 10/8/2022, 17/8/2022, 24/8/2022, 31/8/2022.
- **2.4:** Senior Club: Use of The Severals ONLY. **(No access to the Pavilion, its showers, changing rooms and toilets; with the exception of the storage area using the outside access)**
Times: Start: 5.30pm – Finish: 9.00pm
Dates: 21/4/2022, 28/4/2022, 5/5/2022, 12/5/2022, 19/5/2022, 26/5/2022, 2/6/2022, 9/6/2022, 16/6/2022, 23/6/2022, 30/6/2022, 7/7/2022, 14/7/2022, 21/7/2022, 28/7/2022, 4/8/2022, 11/8/2022, 18/8/2022, 25/8/2022, 1/9/2022.
- **2.5:** Junior & Senior Training: Use of The Severals ONLY. **(No access to the Pavilion, its showers, changing rooms and toilets; with the exception of the storage area using the outside access)**
Times: Start: 5.30pm – Finish: 9.00pm
Dates: 22/4/2022, 29/4/2022, 6/5/2022, 13/5/2022, 20/5/2022, 27/5/2022, 3/6/2022, 10/6/2022, 17/6/2022, 24/6/2022, 1/7/2022, 8/7/2022, 15/7/2022, 22/7/2022, 29/7/2022, 5/8/2022, 12/8/2022, 19/8/2022, 26/8/2022, 2/9/2022.
- **17:** Payment Terms: The Cricket Club will receive an invoice from NTC one month before the start of the cricket season (by 9/3/2022) for the one-off hire charge of £700.00 to be paid by the start of the season
Monthly invoices for any cleaning and water charges will be submitted by NTC: payment is due by 21st of each month;

- b. That the 2022/23 budget for Pavilion income make provision for the anticipated reduction with regard to the NCC contract for the 2022 cricket season.