

Membership from May 2021

Councillor Anderson
Councillor Borda
Councillor Crissall
Councillor De'Ath (ViceChair)
Councillor Drummond
Councillor Ferries
Councillor Hall
Councillor Harvey
Councillor Hood
Councillor Hulbert
Councillor Jefferys
Councillor Perry
Councillor Winter (Chair)
Councillor Yarrow
Quorum = 3



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
Memorial Hall, High Street, Newmarket, CB8 8JP
on **Tuesday 3rd May 2022 at 7.00pm**
or following on from the Development and Planning
Committee meeting, whichever is the later time

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) 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 April 2022**
 - 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 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)
- 7) Memorial Garden** – To receive the WSC Memorial Gardens safety report
- 8) Council Vehicle** – To agree a proposal for the lease of an electric van and installation of charging point (to follow)
- 9) Events**
 - a) Lexington Link – a request for NTC assistance with the twinning visit in July 2022
 - b) Jubilee events – to receive an update (to follow)
 - c) Soapbox derby – to nominate two charities (to follow)
- 10) Newmarket Venues**
 - a) To receive an update on bookings at the venues (to follow)
 - b) To agree the hiring charges for 2022-2023 and review the Terms and Conditions
- 11) Roadworks** – to discuss the ongoing issues on the A142 (verbal)
- 12) Correspondence**
- 13) Date of next meeting 6th June 2022 at 7pm (TBC)**
- 14) Items for next agenda**

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

- 15) Exclusion of the press & public** - To resolve that under the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded for the remainder of the meeting because of the likely disclosure of private and confidential information relating to individuals
- 16) Security** – To receive a report regarding security of venues **(under CONFIDENTIAL)**

Signed: *CE Whitaker* Cathy Whitaker, Town Clerk

Date: 26th April 2022



Newmarket

TOWN COUNCIL

Minutes of a Meeting of the Community & Leisure Services Committee Held on Monday 4th April 2022 at 7:00 pm

Attendance:

Councillor P Winter (Chairman)
Councillor L Crissall
Councillor J De'Ath
Councillor A Drummond
Councillor J Ferries

Councillor D Hall
Councillor R Hood
Councillor P Hulbert
Councillor M Jefferys
Councillor K Yarrow

Also Present: C Whitaker – Town Clerk, T Symonds – Deputy Town Clerk, J Ashton – Minute Assistant, 1 Member of the Public and 1 Member of the Press.

Minute

CL/22/04/1 Chairman to Read the Fire Safety Notice and Announce that Proceedings May be Filmed or Recorded

The Chairman opened the meeting read out the fire safety briefing and announced that no fire alarm was planned and that the meeting may be filmed or recorded.

CL/22/04/2 Apologies for Absence

Apologies were received from Cllrs Borda and Harvey. Cllr Anderson was absent.

CL/22/04/3 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. There were no requests for dispensations.

CL/22/04/4 To Receive and Confirm for Accuracy the Minutes of the Community and Leisure Services Committee Meeting Held on Monday 7th March 2022 and Any Matters Arising

Members received the minutes of the Community and Leisure Services Committee meeting held on 7th March 2022 and the following amendment was made:

CL/22/03/10.01 Recommendation – 'Subject to planning permission being sought' was added to the end of the recommendation.

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

CL/22/04/4.01 Resolved

That the minutes of the Community and Leisure Services Committee meeting held on 7th March 2022 be adopted and signed as a true record by the Chairman of the Community and Leisure Services Committee.

A member of the public joined the meeting
Matters arising

CL/22/03/7 - Samphire Homes – it was confirmed that approximately 20 garages had

Book number 1 2021 -2022

been demolished this week; pressure must be put on Samphire Homes for the planned designated parking spaces and play area to follow.

CL/22/04/5 Public Open Session

No members of the public wished to speak.

CL/22/04/6 To Receive the Accounts

The draft accounts for March 2022 were received and noted.

CL/22/04/7 Committee 2021/2022 Budget

The preliminary outcome for the CL Committee for 2021/2022 budget was presented and the estimated surplus was noted.

CL/22/04/8 Newmarket Cemetery

Cemetery Waste Area – two quotes for a new waste area at the Cemetery were considered and the following was agreed:

CL/22/04/8.01 Recommendation

That the quote from Mead Construction to create a soil and spoil facility at the Cemetery for £23,020 be approved.

Cemetery Tree Screening – quotes to provide 25m of Portuguese Laurel instant hedge for Jockey Club Estates to plant was considered and the following was agreed:

CL/22/04/8.02 Recommendation

That the quote from Elveden Farms Ltd to provide 25m of Portuguese Laurel instant hedge for £3,599 and for Jockey Club Estates to plant them for £450 be approved.

CL/22/04/9 Studlands Street Lighting

Town Clerk reported that SCC had upgraded the lights that they were responsible for at Studlands to LED lights. They had provided a quote to upgrade the lights owned by NTC however there was no budget available this year; a plan will be made during the 2023/2024 budgeting process. A breakdown of maintenance and running costs along with a map showing the location of the NTC lights would be circulated.

CL/22/04/10 Speed Indicator Device Data

A report on the data for February/March was presented and noted. A request was made for the location of the devices to be added to the reports. The speeding incidents in Snailwell Road will be raised at the next PCSO meeting.

CL/22/04/11 Bus Timetables

It was reported that SCC were awaiting funds to add real-time digital bus information for Suffolk buses however Stagecoach systems were not currently compatible with this system. Further updates will be provided in due course.

CL/22/04/12 Bulb Planting

The Chairman reported that some of the bulbs planted at Icewell Hill did not flower due to cars parking on the grass verge. Cllr Hood agreed to look at installing

Book number 2 2021 -2022

permanent bollards.

A grassed area in the Market Square area had been sprayed with chemical weed killer which also killed the grass. This area is owned by WSC and the use of chemical weed killer will be discussed with them at the next SLA meeting along with a request to reinstate the grass that was damaged.

Funds are available to plant additional bulbs by mechanical process this year in the area near to the Queen's Statue. Town Clerk was asked to look into sponsorship for planting.

CL/22/04/13 Memorial Hall

A report was presented on alterations to the backyard area to create a new storage facility and the following was agreed:

CL/22/04/13.01 Recommendation

That an apex metal shed be purchased from Lifelong Steel Sheds Ltd for £6,512.

CL/22/04/13.02 Recommendation

That the quote from Melcon Construction Ltd to landscape the area for the shed for £6,480 be approved.

CL/22/04/14 Memorial Gardens

Garden Kiosk - A report on options to make the kiosk fit for purpose were considered and the following was agreed:

CL/22/04/14.01 Recommendation

That the quote from Melcon Construction Ltd to remove the existing kiosk and install fencing for £940 be approved.

CL/22/04/14.02 Recommendation

That temporary mobile vans be used to provide refreshments in the Memorial Garden until a new kiosk is purchased.

Charges for potential vendors to be considered.

West Suffolk Council – the Memorial Garden safety report was received and noted.

CL/22/04/15 Events

Platinum Jubilee – updated plans to celebrate the event and costs were noted.

Soapbox jumps – A builder had been approached to quote for three jumps that would be suitable for advertisement. The quote was considered and the following was agreed:

CL/22/04/15.01 Recommendation

That the quote to build 3 jumps suitable for advertising by BuildMark for £2,950 be approved.

CL/22/04/16 Newmarket Venues

A report from the Events Manager was presented on the bookings for March, noting that £4,466 income was received in March 2022; £34,860.64 Year-To-Date. Bookings for April include 3-day children's theatre workshop, a blood donation session, a Children's birthday party, start of 12 weekly bookings for pregnancy yoga sessions at the Pavilion, weekly fitness classes at the Pavilion and fitness classes 3 times a week at the Severals. Thanks were given to the Events Manager for all her good efforts over a difficult time to keep venue bookings coming in.

CL/22/04/17 Security

To be discussed under Confidential.

CL/22/04/18 Correspondence

Newmarket Joggers – request to use the Pavilion for the Heath Race was considered and the following was agreed:

CL/22/04/18.01 Recommendation

That the request from the Newmarket Joggers to use the Pavilion for the Heath Race free of charge on 5th May 2022 be approved.

Churches Together – request to use the Bill Tutte area for an event on 15th April 2022 was considered and the following was agreed:

CL/22/04/18.02 Recommendation

That the request from Churches Together to use the Bill Tutte area on 15th April 2022 be approved.

Colourbox Montessori Nurseries – a request for a discounted room hire rate was considered and the following was agreed:

CL/22/04/18.03 Recommendation

That the request from Colourbox Montessori Nurseries to hire the Memorial Hall at the Community rate of £15 per hour be approved.

CL/22/04/19 Date of Next Meeting

Tuesday 3rd May 2022 at 7pm at the Memorial Hall.

CL/22/04/20 Items for Next Agenda

None noted.

CL/22/04/21 *Exclusion of the Press & Public*****

With the vote being unanimous, it was:

*****22/04/21.01 Resolved*****

To resolve that under the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded for the remainder of the meeting because of the likely disclosure of private and confidential information or staff matters.

CL/22/04/22 *Security*****

The security for venues and bookings was discussed and the following was agreed:

*****CL/22/04/22.01 Recommendation*****

That a security company be employed to lock up after late night parties and that the additional security costs be included in the price of the hire charge and that all bookings will finish by 1pm, with clear-up by 2pm.

Further discussion will be held regarding other actions that can be taken to mitigate the security issues raised.

Meeting closed at 8:10pm

Signed _____ Date _____

Summary of Recommendations

Recommendation	Recommendation Wording
<u>CL/22/04/8.01 Recommendation</u>	That the quote from Mead Construction to create a soil and spoil facility at the Cemetery for £23,000 be approved.
<u>CL/22/04/08.02 Recommendation</u>	That the quote from Elveden Farms Ltd to provide 25m of Portuguese Laurel instant hedge for £3,599 and for Jockey Club Estates to plant them for £450 be approved.
<u>CL/22/04/13.01 Recommendation</u>	That an apex metal shed be purchased from Lifelong Steel Sheds Ltd for £6,512.
<u>CL/22/04/13.02 Recommendation</u>	That the quote from Melcon Construction Ltd to landscape the area for the shed for £6,480 be approved.
<u>CL/22/04/14.01 Recommendation</u>	That the quote from Melcon Construction Ltd to remove the existing kiosk and install fencing for £940 be approved.
<u>CL/22/04/14.02 Recommendation</u>	That temporary mobile vans be used to provide refreshments in the Memorial Garden until a new kiosk is purchased.
<u>CL/22/04/15.01 Recommendation</u>	That the quote to build 3 jumps suitable for advertising by BuildMark for £2,950 be approved.
<u>CL/22/04/18.01 Recommendation</u>	That the request from the Newmarket Joggers to use the Pavilion for the Heath Race free of charge on 5th May 2022 be approved.
<u>CL/22/04/18.02 Recommendation</u>	That the request from Churches Together to use the Bill Tutte area on 15th April 2022 be approved.
<u>CL/22/04/18.03 Recommendation</u>	That the request from Colourbox Montessori Nurseries to hire the Memorial Hall at the Community rate of £15 per hour be approved.
<u>***CL/22/04/22.01 Recommendation***</u>	That a security company be employed to lock up after late night parties and that the additional security costs be included in the price of the hire charge and that all bookings will finish by 1pm, with clear-up by 2pm.

Blank

Item 7

Safety Inspection Report, Memorial Gardens 3rd March by The Play Inspection Company

SUMMARY OF FINDINGS (where present)

8 - Low Risk	
Item:	Multi Play (Senior)
Manufacturer:	Unknown
Surface Type:	Bark Mulch
Item Quantity:	1
Equipment Compliance:	No
Surface Area Compliance:	Yes
Total Findings:	6
	
Finding 1	Finding 2
The ropes/nets are worn/damaged in places - Monitor for any further deterioration and repair or replace as required	The ropes/nets are worn/damaged in places - Monitor for any further deterioration and repair or replace as required
Finding 3	Finding 4
There is some graffiti present - Remove the graffiti	A number of fixing(s) have worked loose - Secure all loose fixings
Finding 5	Finding 6
Upper roof net disconnected at entry point - Resecure	There is or are fixings missing on the item - Replace all missing fixings

DTC REMARKS: Rope wear is checked daily. Inspector states that this is for information to ensure we have replacements ready before wear is extensive.

Graffiti is an on-going problem and is removed as soon as possible – due to the nature of the material of the castle, it generally has to be sanded off.

Finding 5 was noted by us and reported to the inspector –replacement now received from Massey & Harris

5 - Very Low Risk	
Item:	Log Climber
Manufacturer:	Unknown
Surface Type:	Bark Mulch
Item Quantity:	1
Equipment Compliance:	Yes
Surface Area Compliance:	Yes
Total Findings:	1
	
Finding 1	
Bolt cover broken off - Replace	

DTC REMARKS: Completed (note - inspections are carried out early in the month, but reports not generated until the end of the month)

6 - Low Risk	
Item:	Single Point Swing - Type 3
Manufacturer:	Massey & Harris
Surface Type:	Bark Mulch
Item Quantity:	1
Equipment Compliance:	N/A
Surface Area Compliance:	N/A
Total Findings:	1
	
Finding 1	
Safety chain missing ? - Replace if part is designed to be in place	

DTC REMARKS: Manufacturer advised this was not a necessary part of the design. The inspector has been informed and will remove this comment from his next report (see note about dates above)

10 - Low Risk	
Item:	Cable Runway
Manufacturer:	Massey & Harris
Surface Type:	Bark Mulch
Item Quantity:	1
Equipment Compliance:	No
Surface Area Compliance:	Yes
	
Total Findings:	3
Finding 1	Finding 2
Nylon runners broken - Replace if necessary	Wire strands starting to break - Recommend replacement of cable as discussed
Finding 3	
Bark retaining timbers broken - Repair as necessary	

DTC REMARKS: Replacement cable has been received – awaiting installation. Replacement carriage now received, to be installed together during the week of closure. Wooden board still to be re-sited.

6 - Low Risk (Finding 1)			
Item:	Activity Equipment - Multi Play (Senior)	Risk Level:	L - Low Risk
Manufacturer:	Unknown	Surface:	Bark Mulch
			
			
Finding: The ropes/nets are worn/damaged in places		Action: Monitor for any further deterioration and repair or replace as required	

DTC REMARKS: Rope wear is checked daily. Inspector states that this is for information to ensure we have replacements ready before wear is extensive.

The Inspector (verbally) reported that he is very pleased with our park and maintenance.

Townclerk

From: Councillor Jefferys
Sent: 30 March 2022 14:56
To: Townclerk
Subject: Fw: Lexington Exchange

Hi Cathy,

Please see the email below. Should we put it on the next C & L committee agenda?

Kind regards

Councillor Michael Jefferys
Mayor of Newmarket
Newmarket Town Council
www.newmarket.gov.uk

From: N Fisher <Neil.Fisher@newmarketacademy.co.uk>
Sent: 30 March 2022 14:37
To: Councillor Jefferys <CouncillorJefferys@newmarket.gov.uk>
Subject: Lexington Exchange

Hi Mick

Thank you for your time yesterday and thank you for your ongoing support of the young people in our community. The Lexington Exchange and Sister Cities Programme is a brilliant initiative that has benefitted lots of children for over 10 years. The support we wish to gain from you and you colleagues from the Town Council are:

- Organising and funding a welcome event at the Severals Pavilion including some food .e. finger buffet
- Money toward laying on a programme of rich and varied activities for the young people of Lexington on their visit to Newmarket (Approximate annual costs of £5000)
- Source someone who could host the adult chaperone in appropriate accomodation.
- Support with evening entertainment for chaperone e.g. taking chaperone to dinner, theatre etc
- Some financial support for staff travel costs and cover teaching costs which would take the financial burden away from the young peoples families

Many thanks

Neil

Neil Fisher
Assistant Principal- Franklin House
FRANKLIN HOUSE VALUES
Courage - Wisdom - Integrity- Resilience



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Newmarket Academy is committed to safeguarding and promoting the welfare of children and young people and expect all staff and volunteers to share this commitment.

This email contains information, which may be privileged or confidential. It is meant only for the individual(s) or entity named above. If you are not the intended recipient, note that disclosing, copying, distributing or using this information is prohibited. If you've received this email in error, please let me know immediately on the email address above. Thank you.

Newmarket Venues – Hire Centre 1st April 2022 – 31st March 2023

Room	Corporate Price List (Hourly Rate)	Charity & Community Price List (Hourly Rate)
The King Edward VII Memorial Hall	£29	£15
Council Chamber hourly rate	£20	£10
Sir Ernest Cassel hourly rate	£15	£8
Sports Pavilion hourly rate	£25	£13

Memorial Hall	Corporate Price List (Full & Half day)	Charity & Community Price List (Full & Half day)
Up to 9 hours	£250	£125
Up to 5 hours	£140	£70

Council Chamber	Corporate Price List (Full & Half day)	Charity & Community Price List (Full & Half day)
Up to 9 hours	£170	£85
Up to 5 hours	£90	£45

Ernest Cassel	Corporate Price List (Full & Half day)	Charity & Community Price List (Full & Half day)
Up to 9 hours	£120	£60
Up to 5 hours	£70	£35

Sport Pavilion	Corporate Price List (Full & Half day)	Charity & Community Price List (Full & Half day)
Up to 9 hours	£200	£100
Up to 5 hours	£120	£60

VAT Excluded



Newmarket

T O W N C O U N C I L

Additional services		Price List
Projector and Screen hire		£10.00
Memorial Hall PA system		£10.00
Flipchart		£5.00
Coffee/Tea with biscuits- per person per serving		£2.40
Working light lunch		£5pp
Working lunch		£6.50pp
Conference lunch		£8.70pp
*NTC Conference/ Meeting furniture set up		£20.00
*NTC Conference/Meeting furniture removal		£20.00
Client set up & removal		Free of charge
Chair Covers with bows– Client set up & removal		£1 per chair
Chair covers with bows – *NTC set up & removal		£1.50 per chair
Rectangular Table cloths - Client set up & removal		£9.00 per table
Rectangular Table cloths – *NTC set up & removal		£9.20 per table
Round Table cloths - Client set up & removal		£9.50per table
Round Table cloths – *NTC set up & removal		£9.70 per table

VAT Excluded

TERMS & CONDITIONS FOR EVENTS

1. Definitions

For the purpose of these standard conditions the following definitions will apply.

- 1.1 The "Management" means Newmarket Town council, King Edward II Memorial Hall, High Street, Newmarket, CB8 8JP and shall deem to include the duly authorised officer and employees thereof.
- 1.2 "The facility or facilities" means the *Memorial hall, Sir Ernest Cassel, Council Chambers, the Severals Sports Pavilion*, including any fixtures or fittings and appropriate equipment belonging to the Management.
- 1.3 The expression "users" means any person using the facilities including visitors, spectators and delegate.
- 1.4 The expression "hirer" means any person, who must be over the age of 18 years, who is responsible for the hiring of facilities on behalf of any individual, group, company or organisation.
- 1.5 "Hire Agreement" means the accepted proposal agreement between Management and the Hirer for a specific booking or a series of bookings
- 1.6 "Hire Period" is the period specified as such in the Hire Agreement.

2. Booking and Hire



2.1 The Memorial Hall, Sir Ernest Cassel and Council Chamber are available for hires as follows:

Monday to Thursday	09:00am to 11:00pm
Friday to Saturday	09:00am to 01:00am
Sunday	09:00 am to 11:30pm

Periods of hire after midnight shall be subject to the discretion of the "Management" and will incur a double charge for each hour .

2.2 The Severals Sports Pavilion is only available for hire from 09:00am until 09:00pm Monday – Sunday. Please note that the playing field is not available for use, until after 01:00pm, on a daily basis.

2.3 All times booked must include "set up" and "break down" time. In the case of a "user" or "hirer" hires the "facilities" for the purpose of a meeting, should the booking time run beyond the time noted on the booking form, the additional time used will be charged to the customer. The "Management" would therefore strongly recommend that "users" or "hirers" allow enough time on their booking to avoid any additional charges.

2.4 All bookings will be accepted on a "first come-first served" basis –subject to availability.

2.5 All bookings must be made, in writing, using the Hire Agreement form. The Agreement must be signed by the Hirer.

2.6 The "Management" reserves the right to refuse any booking that they feel are inappropriate.

- a) Contravention of fire or health & safety regulation may reasonable be anticipated
- b) Misbehaviour has occurred at a previous meeting on the "facilities" organised by the "hirer"
- c) The Hirer persistently breaches Town council's room hire terms & conditions
- d) Violence or the encouragement of violence at the meeting may reasonable be anticipated

2.7 It is the Hirer's responsibility to ensure the Facility (ies) are suitable for the Hire's intended use. Any booking requirements that may affect suitability for the Hirer should be discussed with the Management before confirming the booking.

2.8 The Hirer must ensure that any extra numbers do not exceed the maximum numbers for the room requested for health and safety reasons.

Provisional bookings:

2.9 Booking are regarded as provision when the Management is in receipt of a completed booking form and booking can generally be held for up to two (2) week until we receive the signed booking form from the Hirer.

2.10 If other enquiries are received for the same date, Management may contact the Hirer earlier for confirmation prior to making a decision .

2.11 Bookings not confirmed within ten (10) working days may be released. Management reserve the right to release the reservation if the booking form is not received.

Confirmed Bookings:

2.12 Once the Booking form is signed, all provisions reserved on behalf of the Hirer will be confirmed subject to the contract and the Hirer providing a purchase order number.

2.13 Payments of applicable deposits is required within seven (7) working days of receipt of the invoice to secure the facility.

2.14 Final facility set up, equipment and catering requirements, including final numbers are to be supplied by Hirer at least ten (10) working days prior to the Hire period commencement.

2.15 When confirming a booking, the Hirer acknowledges and agrees to Management's Terms and conditions of Facility hire which form part of the booking procedure.

2.16 Management reserve the right to hire the Facility (ies) to other interested parties if confirmation and payment of any applicable deposits are not received within seven (7) working days of receipt of the invoice.

2.17 All non-UK customers will be required to pay 100% at least 14 days prior to the conference start date.

2.18 Any event or wedding that involves either the selling or serving of alcohol and/or Live Music or food the Hirer shall deposit with the Management a cash deposit in the sum of £200. The security deposit must be received within seven (7) working days following receipt of the invoice. If the venue is left as found, the deposit will be returned to the customer within three (3) working days after the event. In the case the Facility (ies) are left in an untidy/unclean state or if damage has been caused, then any costs incurred/cleaning hours, shall be charged to the Hirer and shall be directly deducted from the £200 cash deposit. Should the hire period run beyond the hire period noted on the Hire Agreement, the additional time used shall be charged to the customer in an additional invoice, which will be directly deducted from the £200 cash deposit.



3. Payments

3.1 All bookings will be for minimum of two (2) hours with a 20% deposit (non-refundable) being paid within 7 working days of receipt of the invoice. There are no exceptions to this condition.

Failure to submit that within the required time period will result in the booking being nil or void.

3.2 Deposit amounts may be amended for existing Hirers who regularly use our Facilities (minimum of 10 per year) – this will be confirmed by Management

3.3 The Hirer agrees and accepts to make payment for balance of the Facility (ies) and the services in the hire period at the price specified. Final invoice will be issued within ten (10) working days prior to the meeting and payments should be made by return.

3.4 If the meeting is to take place within 7 calendar days of booking, the full amount must be paid with the return of the signed Hire

Agreement.

3.5 Unless otherwise stated, all prices quoted are exclusive of any applicable value added tax. Please note that VAT at the applicable rate, will be applied to all catering, technical and business services cost incurred.

3.6 Credit cards are accepted for payment, however, please be advised that for this service there is 5% surcharge. This is calculated on the total invoice value of the event.

3.7 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed "overdue"

3.8 Management reserve the right to claim interest on overdue invoices pursuant to "Late Payment of commercial Debts (Interest) Act 1998.

3.9 Management reserve the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings.

3.10 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.

4. Cancellation

4.1 Management reserve the right to increase its Hire charges and service

4.2 Management will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, Management reserve the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.

4.3 Notwithstanding anything contained in these terms, Management will not be liable for any failure to perform its obligations to the hirer in whole or part as a result of any of the following circumstances:

- a) Strikes and other industrial actions/disputes
- b) Fire and/or floods at or near the Facility(ies) or Epidemic
- c) Civil or political action or disturbance, disputes or commotion
- d) War or threat of war
- e) Misconduct or negligence of a Hirer or external third party
- f) Military activity, government or regulatory action
- g) Act of God or extreme weather conditions
- h) Legal action against Newmarket Town Council, not resulting in its negligence, preventing the supply of service.

4.4 If the Hirer has the cancel or postpone a confirmed meeting or part of the meeting, eg catering or duration of the meeting or the hire of room, cancellation charge may apply in accordance with Section 4.5 to 4.9 below

4.5 Any cancellation of a confirmed booking must be in writing (which can be in an electronic form) from the Hirer and will take effect from the date of receipt by Management between 9:00am to 4:00pm, incurring the following charges as set out in the table below:



TERMS & CONDITIONS FOR EVENTS

Period before Hire date	Room hire cost	Catering services	Equipment hire/ DJ
Between 8-6 weeks before the event	10% of the total booking value	10% of the total booking value	10% of the total booking value
Between 6-4 weeks before the event	30% of the total booking value	30% of the total booking value	30% of the total booking value
Between 4-2 weeks before the event	50% of the total booking value	50% of the total booking value	50% of the total booking value
Between 2-1 week before the event	70% of the total booking value	70% of the total booking value	70% of the total booking value
Less than 1 week before the event	100% of the total booking value	100% of the total booking value	100% of the total booking value

4.6 All cancellations are excluding VAT

4.7 A deposit may be transferred to another date within six (6) months of the original Hire period, subject to availability. Once a deposit has been transferred to another date, no further transfer date will be permitted.

4.8 If Management is able to hire out the available Facility(ies) from a cancelled booking, the cancellation charge(s) will be waived.

4.9 In addition to the cancellation charged due under the Section 4, the Hirer shall reimburse Newmarket Town Council for all expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.

4.10 Provisional bookings do not incur any cancellation fees.



5. Use of the Facilities, Premises & Equipment

5.1 The Management uses preferred catering suppliers, but the Hirer is permitted to provide own catering and should inform the Management of this arrangement.

5.2 A list of services and technical requirements is attached to the facilities hire list and there are not included in the facilities room hire charge and will be separately itemised on the Hirer's invoice.

5.3 The Hirer must ensure that the Facility(ies) are safe for the purpose for which they intend to use them and shall be responsible for ensuring all activities performed in the Facility(ies) give reasonable consideration to other users of the premises.

5.4 The Hirer must not sublet the Facility(ies)

5.5 Fire and safety regulations are to be observed – copy accompanying the Hire Agreement. Hires should familiarise themselves with the location of the fire exits and fire appliances.

5.6 Hirer is responsible for ensuring that all doorways, corridors, exits, emergency exits and entrances are kept

unobstructed at all time.

5.7 Registration tables outside the Facility(ies) to be agreed with Management before the Hire period to ensure health and safety regulations are complied with.

5.8 The Management operate a "No smoking policy" within all Facilities.

5.9 No explosive, flammable liquids or gas containers shall be brought into the facilities and the use of naked flames and candles, in any part of the facilities is strictly prohibited.

5.10 The Hirer agrees to comply with the requirements of the Electrical Equipment (Safety) Regulation 1994. If the Hirer is operating any portable electrical appliances it must have a current and valid electrical safety test label or certificate.

5.11 If any person invited or permitted access to the Facilities by the Hirer is a wheelchair user or is mobility challenged, the Hirer shall request a copy of "Personal Emergency Evacuation plan (PEEP) form. This must be completed and returned to Management along with the hire agreement form.

5.12 The caretaker will unlock the Facility(ies) 5 minutes prior to the start of the hire period unless any other

5.13 The Hirer is responsible for ensuring that all Users of the Facility(ies) comply with any rules and regulations specified by the Management whether they be verbal or in writing. This is to include any instructions issued by the caretaker.

5.14 Children must be supervised at all times and boisterous behaviour should be discouraged to avoid injury and any damage to the Facility(ies)

Damage

5.14 The Hirer shall be liable for any loss or damage to the Management's properties including walls, light fittings and equipment (including items hired for their use) or injury to any person including Town council staff during the Hire Period.

5.15 The cost of making good any damage done to the Facility(ies) or equipment will be invoiced to the Hirer

5.16 The Management accepts no liability of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Facility(ies).

Insurance

5.17 The Hirer agrees to accept full responsibility for and to indemnify Management against all claims in respect of any accident, loss or damage (including personal injuries) in any hired part of the Facility(ies). Use of the Facility(ies) is permitted entirely at the users own risk and users must satisfy themselves that they have taken all reasonable precautions.

5.18 The Hirer, at their own cost, shall obtain and maintain, in full force during the Hire Agreement, Public Liability Insurance, Third Party Liability Insurance and Health&Safety risk assessments.

Alcohol

5.19 The Facility(ies) do not have their own Premises License. The Hirer is responsible for ensuring that alcohol is not served or sold to those under 18, and that all necessary licences and notifications are in place under the Licensing Act 2003 Temporary Event Notice should a pay bar required, copy of which is to be supplied to the Management ten (10) days before the event. The Event Manager must display the original TENS Licence in the bar area prior to the function taking place.

5.20 Hirer wishing to trade on the Management's Licence is required to use the Town council recommended Bar services. It is prohibited to sell alcohol without the necessary licence.

5.21 The alcohol must be served from behind the Licensed bar only.

5.22 Any person showing evidence of excess intoxication may lead to the Hirer being requested to escort that person from the site.

Deliveries

5.23 Only drinks can be delivered to the Facility(ies) in advance and they will remain the responsibility of the Hirer. We cannot be held responsible for the quantity or conditions. Food and other sundries (table plans, names etc) must be delivered and removed on the day of the event within the Hire period. The Hire is only granted access to the Facility(ies) during the Hire period and cannot deliver or collect items outside of this time period.

Security

Security is required for large events involving music or the sale and consumption of alcohol. It is the responsibility of the Hirer to pay for sufficient security personnel.

6. Media, Advertising and Distribution or Sale of Literature or Publication

6.1 The Hirer will obtain prior permission from Management to carry out any of the following activities in the Facility(ies)

- Organise or carry out any TV or Radio recording, broadcasting or interviews, live video links or any other video/audio recording, photography or external publication or distribution.
- Use of Management address as RSVP address for the Hirer's meeting
- Use the Management address to distribute advertising or promotional material for Hirer's meeting
- Affix bills, posters or banners to any wall or fabric of the Facility(ies)
- Sale of books or any publications of the Hirer on the Facility(ies)

6.2 Free distribution of literature or literature or publications of the Hirer must be conducted in the hired part of the Facility(ies) only.

6.3 The Hirer is responsible for obtaining any performing rights or copyrights licences or other permissions necessary for the activities allowed to be conducted on the Facility(ies) during the Hire period.

6.4 A copy of any necessary licences(s) or permission(s) must be provided to Management

6.5 The hire of the Facility(ies) does NOT with it any implicit or implied endorsement from Management and the Hirer is not permitted to make any claim for endorsement.



7. Cleaning Guidelines

7.1 Facility(ies) must be left clean, with furniture set up as it was found. The Hirer can request that the Management to set up to their requirements and tidied up following the hirer period, at a standard charge.

7.2 The Hirer serving beverages and refreshments are responsible for all clean-up and other food arrangements.

7.3 No access to the Facility(ies) for Hirer or supplier on the day following the event. Suppliers must have agreed their collections in advance as we cannot accept responsibility for any items left.

7.4 The Hirer is required to dispose of all waste in the bins provided.

7.5 The Town council may assess cleaning charges if the Facilities are not left in a clean and tidy condition



TERMS & CONDITIONS FOR EVENTS

Facilities	Cleaning penalties
Several Sports Pavilion	£130.00 plus VAT
Several Sports Pavilion Kitchen	£50.00 plus VAT
Several Sports Pavilion gardens	£250.00 plus VAT
Memorial Hall	£180.00 plus VAT
Memorial Hall gardens	£200.00 plus VAT
Memorial Hall kitchen	£50.00 plus VAT
Sir Ernest Cassel	£100.00 plus VAT
Sir Ernest Cassel Kitchen	£50.00 plus VAT
Council Chamber	£130.00 plus VAT
Council Chamber Kitchen	£50.00 plus VAT



Newmarket
TOWN COUNCIL

8. Miscellaneous

8.1 The terms of your agreement are confidential. Neither of us may disclose them without the others consent unless required to do so by an officer of the law or an official authority. This obligation continues after your agreement ends.

8.2 It is Newmarket Town Council's Policy that all staff, working in front line Leisure Services, receives an enhanced Criminal Records Bureau (CRB) check. This policy is designed to safeguard children and vulnerable adults. It is strongly recommended that all Hirers use only approved coaches or volunteer help where the activities involve working with vulnerable groups.

8.3 There is no parking available on site. Vehicles must be parked at a designated car park and under no circumstances are they to be parked on the grass area. (details of public car parks are available on request)

8.4 Any person contravening any part of these Standard Conditions may be required to forfeit their booking or hire and, if required, shall immediately leave the Facility(ies), and may refused future access or use.

8.5 The Hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent legislation in respect of food preparation and storage.

8.6 It is the Hire responsibility to inform the Management for any food allergies or dietary requirement.

8.7 Paper confetti or party poppers are not allowed on the Facility(ies) or in the grounds

8.8 The use of barbeques is not permitted without the prior written consent of the Management.

8.8 Nothing may be fixed to the walls, woodwork or furniture using pins, nails, glue or tape.

TERMS & CONDITIONS FOR CONFERENCES & MEETINGS

1. Definitions

For the purpose of these standard conditions the following definitions will apply.

- 1.1 The "Management" means Newmarket Town Council, King Edward II Memorial Hall, High Street, Newmarket, CB8 8JP and shall deem to include the duly authorised officer and employees thereof.
- 1.2 "The facility or facilities" means the *Memorial hall, Sir Ernest Cassel, Council Chambers, the Severals Sports Pavilion*, including any fixtures or fittings and if appropriate equipment belonging to the Management.
- 1.3 The expression "users" means any person using the facilities including visitors, spectators and delegate.
- 1.4 The expression "hirer" means any person, who must be over the age of 18 years, who is responsible for the hiring of facilities on behalf of any individual, group, company or organisation.
- 1.5 "Hire Agreement" means the accepted proposal agreement between Management and the Hirer for a specific booking or a series of bookings
- 1.6 "Hire Period" is the period specified as such in the Hire Agreement.

2. Booking and Hire



2.1 The Memorial Hall, Sir Ernest Cassel and Council Chamber are available for hires as follows:

Monday to Thursday	09:00am to 11:00pm
Friday to Saturday	09:00am to 01:00am
Sunday	09:00 am to 11:30pm

Periods of hire after midnight shall be subject to the discretion of the "Management" and will incur a double charge for each hour .

2.2 The Severals Sports Pavilion is only available for hire from 09:00am until 09:00pm Monday – Sunday. Please note that the playing field is not available for use, until after 01:00pm, on a daily basis.

2.3 All times booked must include "set up" and "break down" time. In the case of a "user" or "hirer" hires the "facilities" for the purpose of a meeting, should the booking time run beyond the time noted on the booking form, the additional time used will be charged to the customer. The "Management" would therefore strongly recommend that "users" or "hirers" allow enough time on their booking to avoid any additional charges.

2.4 All bookings will be accepted on a "first come-first served" basis –subject to availability.

2.5 All bookings must be made, in writing, using the Hire Agreement form. The Agreement must be signed by the Hirer.

2.6 The "Management" reserves the right to refuse any booking that they feel are inappropriate.

- a) Contravention of fire or health & safety regulation may reasonable by anticipated
- b) Misbehaviour has occurred at a previous meeting on the "facilities" organised by the "hirer"
- c) The Hirer persistently breaches Town council's room hire terms & conditions
- d) Violence or the encouragement of violence at the meeting may reasonable be anticipated

2.7 It is the Hirer's responsibility to ensure the Facility (ies) are suitable for the Hire's intended use. Any booking requirements that may affect suitability for the Hirer should be discussed with the Management before confirming the booking.

2.8 The Hirer must ensure that any extra numbers do not exceed the maximum numbers for the room requested for health and safety reasons.

Provisional bookings:

2.9 Booking are regarded as provision when the Management is in receipt of a completed booking form and booking can generally be held for up to two (2) week until we receive the signed booking form from the Hirer.

2.10 If other enquiries are received for the same date, Management may contact the Hirer earlier for confirmation prior to making a decision .

2.11 Bookings not confirmed within ten (10) working days may be released. Management reserve the right to release the reservation if the booking form is not received.

Confirmed Bookings:

2.12 Once the Booking form is signed, all provisions reserved on behalf of the Hirer will be confirmed subject to the contract and the Hirer providing a purchase order number.

2.13 Payments of applicable deposits is required within seven (7) working days of receipt of the invoice to secure the facility.

2.14 Final facility set up, equipment and catering requirements, including final numbers are to be supplied by Hirer at least four (4) working days prior to the Hire period commencement.

2.15 When confirming a booking, the Hirer acknowledges and agrees to Management's Terms and conditions of Facility hire which form part of the booking procedure.

2.16 Management reserve the right to hire the Facility (ies) to other interested parties if confirmation and payment of any applicable deposits are not received within seven (7) working days of receipt of the invoice.

2.17 All non-UK customers will be required to pay 100% at least 14 days prior to the conference start date.



3. Payments

3.1 All bookings will be for minimum of two (2) hours with a 20% deposit (non-refundable) being paid within 7 working days of receipt of the invoice. There is no exceptions to this condition.

Failure to submit that within the required time period will result in the booking being nil or void.

3.2 Deposit amounts may be amended for existing Hirers who regularly use our Facilities (minimum of 10 per year) – this will be confirmed by Management

3.3 The Hirer agrees and accepts to make payment for balance of the Facility (ies) and the services in the hire period at the price specified. Final invoice will be issued within ten (10) working days prior to the meeting and payments should be made by return.

3.4 If the meeting is take place within 7 calendar days of booking, the full amount must be paid with the return of the signed Hire

Agreement.

3.5 Unless otherwise stated, all prices quoted are exclusive of any applicable value added tax. Please note that VAT at the applicable rate, will be applied to all catering, technical and business services cost incurred.

3.6 Credit cards are accepted for payment, however, please be advised that for this service there is 5% surcharge. This is calculated on the total invoice value of the event.

3.7 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed "overdue"

3.8 Management reserve the right to claim interest on overdue invoices pursuant to "Late Payment of commercial Debts (Interest) Act 1998.

3.9 Management reserve the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings.

3.10 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.

4. Cancellation

4.1 Management reserve the right to increase its Hire charges and service

4.2 Management will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, Management reserve the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.

4.3 Notwithstanding anything contained in these terms, Management will not be liable for any failure to perform its obligations to the hirer in whole or part as a result of any of the following circumstances:

- a) Strikes and other industrial actions/disputes b) Fire and/or floods at or near the Facility(ies) or Epidemic
- c) Civil or political action or disturbance, disputes or commotion d) War or threat of war
- e) Misconduct or negligence of a Hirer or external third party f) Military activity, government or regulatory action
- g) Act of God or extreme weather conditions h) Legal action against Newmarket Town Council, not resulting its negligence, preventing the supply of service.

4.4 If the Hirer has the cancel or postpone a confirmed meeting or part of the meeting, eg catering or duration of the meeting or the hire of room, cancellation charge may apply in accordance with Section 4.5 to 4.9 below

4.5 Any cancellation of a confirmed booking must be in writing (which can be in an electronic form) from the Hirer and will take affect from the date of receipt by Management between 9:00am to 4:00pm, incurring the following charges as set out in the table below:

Period before Hire date	Room hire cost	Catering services	Equipment hire (in house)
Within 120 working days	NIL	NIL	NIL
Within 60 working days	NIL	NIL	NIL
Within 20 working days	25%	25%	25%
Within 10 working days	75%	75%	75%
Within 5 working days	100%	100%	100%

4.6 All cancellation are excluding VAT

4.7 A deposit may be transferred to another date within six (6) months of the original Hire period, subject to availability. Once a deposit has been transferred to another date, no further transfer date will be permitted.

4.8 If Management is able to hire out the available Facility(ies) from a cancelled booking, the cancellation charge(s) will be waived.



TERMS & CONDITIONS FOR CONFERENCES & MEETINGS

4.9 In addition to the cancellation charged due under the Section 4, the Hirer shall reimburse Newmarket Town Council for all expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.

4.10 Provisional bookings do not incur any cancellation fees.



5. Use of the Facilities, Premises & Equipment

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5.7 The Management operate a "No smoking policy" within all Facilities.

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Damage

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5.13 The cost of making good any damage done to the Facility(ies) or equipment will be invoiced to the Hirer

5.14 The Management accepts no liability of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Facility(ies).

Insurance

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- Affix bills, posters or banners to any wall or fabric of the Facility(ies)
- Sale of books or any publications of the Hirer on the Facility(ies)

6.2 Free distribution of literature or literature or publications of the Hirer must be conducted in the hired part of the Facility(ies) only.

6.3 The Hirer is responsible for obtaining any performing rights or copyrights licences or other permissions necessary for the activities allowed to be conducted on the Facility(ies) during the Hire period.

6.4 A copy of any necessary licences(s) or permission(s) must be provided to Management

6.5 The hire of the Facility(ies) does NOT with it any implicit or implied endorsement from Management and the Hirer is not permitted to make any claim for endorsement.



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7.1 Facility(ies) must be left clean, with furniture set up as it was found

7.2 The Hirer serving beverages and refreshments are responsible for all clean-up and other food arrangements.

7.3 The Hirer is required to dispose of all waste in the bins provided.

7.4 The Town council may assess cleaning charges if the Facilities are not left in a clean and tidy condition

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Several Sports Pavilion Kitchen	£50.00 plus VAT
Several Sports Pavilion gardens	£250.00 plus VAT
Memorial Hall	£180.00 plus VAT
Memorial Hall gardens	£200.00 plus VAT
Memorial Hall kitchen	£50.00 plus VAT
Sir Ernest Cassel	£100.00 plus VAT
Sir Ernest Cassel Kitchen	£50.00 plus VAT
Council Chamber	£130.00 plus VAT
Council Chamber Kitchen	£50.00 plus VAT

8. Miscellaneous

8.1 The terms of your agreement are confidential. Neither of us may disclose them without the others consent unless required to do so by an officer of the law or an official authority. This obligation continues after your agreement ends.

8.2 It is Newmarket Town Council's Policy that all staff, working in front line Leisure Services, receives an enhanced Criminal Records Bureau (CRB) check. This policy is designed to safeguard children and vulnerable adults. It is strongly recommended that all Hirers use only approved coaches or volunteer help where the activities involve working with vulnerable groups.

8.3 There is no parking available on site. Vehicles must be parked at a designated car park and under no circumstances are they to be parked on the grass area. (details of public car parks are available on request)

8.4 Any person contravening any part of these Standard Conditions may be required to forfeit their booking or hire and, if required, shall immediately leave the Facility(ies), and may refused future access or use.

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8.6 It is the Hire responsibility to inform the Management for any food allergies or dietary requirement.

Blank

20 April 2022

Dear Mayor Jefferys

Never before have I felt moved to put pen to paper when it comes to anything to do with local politics, but I wanted to ensure that you know how much the citizens of Newmarket have appreciated the efforts of everyone involved in planting the daffodils ^{throughout the town} and cherry trees that have improved the entrance to the town immeasurably!

They cheer you up every time you pass and around the Queen's bronze in particular have

been absolutely beautiful.

You are to be warmly
congratulated for your efforts
and those of your team.

Well done.

A handwritten signature in black ink, appearing to read 'Rachel Flynn', with a stylized, looping flourish at the end.

Rachel Flynn

From: Alice

Sent: 29 March 2022 14:43

To: Christy Argyroudi <Christy.Argyroudi@newmarket.gov.uk>

Subject: Summer Shindig 2022

Hi Christy,

I hope you're well!

Last summer I put on a student concert in the Memorial Gardens, and I was wondering whether it would be possible to do the same this year? It seemed to go really well and everyone had fun. I was thinking perhaps Saturday 9th July.

Do let me know if it would be possible.

Best wishes

Alice