

SUDBURY TOWN COUNCIL

MINUTES OF THE MEETING OF THE LEISURE & ENVIRONMENT COMMITTEE HELD IN THE TOWN HALL ON TUESDAY 28TH SEPTEMBER 2021 AT 6.30PM

PRESENT: Ms E Murphy – Chair

Mrs S Ayres
Mr N Bennett
Ms J Carter
Mr A Osborne
Mr T Regester
Mr J Sayers

Mr C Griffin – Town Clerk
Mrs J Budd – Deputy Town Clerk
Ms R Price – Town Centre Manager (via video)
Mr B Smith – Community Warden Supervisor (via video)

Councillor S Hall, Councillor J Osborne and a member of the public were in attendance.

1. SUBSTITUTES AND APOLOGIES

An apology for absence was received from Miss A Owen.

2. DECLARATIONS OF INTERESTS

Councillors Mrs S Ayres and Mr A Osborne declared they were Babergh District Councillors.

Councillor Ms J Carter declared that she was a Suffolk County Councillor.

3. DECLARATION OF GIFTS AND HOSPITALITY

No declarations of gifts or hospitality were received.

4. REQUESTS FOR DISPENSATION

No requests for dispensation had been received.

5. MINUTES

RESOLVED

That the minutes of the Leisure & Environment Committee meeting held on the 27th July 2021 be confirmed and signed as a correct record. These had been approved and adopted at the September Full Council meeting.

6. WAYFINDING SCHEME

The Town Centre Manager updated members on the Way Finding scheme, in order to allow a decision on whether to go forward with either of the two proposals, or a hybrid version of both, each utilising

the full amount of Section 106 funding available. (Approximately £45,000). The proposed scheme would incorporate all existing trails, including the well established Gainsborough Trail, but would not conflict with the wonderful work already carried out by the volunteers. A copy of the proposals are shown at minute page 575.

RESOLVED

That the committee approve a hybrid version of the two schemes, subject to consultation with Councillor Mrs J Osborne to resolve any duplication with the Gainsborough Trail. If this cannot be resolved to the satisfaction of both sides, this will come back to the committee for final confirmation.

7. IMPROVEMENT OF BUSINESS SIGNAGE IN GAOL LANE AND NORTH STREET

The Town Centre Manager briefed members on options to improve signage in North Street and Gaol Lane.

It was suggested that a full consultation be carried out involving all the businesses in these areas to establish what kind of signage they require.

North Street would need to be 'heritage' led, something similar to that already in Friars Street. The current sign on the side of Gaol Lane could be revamped and made much more prominent.

Ms Price advised that, until the new Way Finding Scheme was completed, it would not be appropriate to install any permanent solution. A temporary measure could be the use of the hoardings around St Peter's for advertising. Funding for this could come from the Welcome Back Fund as this wasn't a permanent feature.

RESOLVED

That the Town Centre Manager complete a consultation with local businesses to establish the location and style that was thought to be most appropriate for improve signage. No new permanent signage would be confirmed until the wayfinding scheme had been finalised.

8. GREENER SUDBURY NETWORK

The Town Centre Manager advised members that following on from the successful Green Sundays, several requests had been received to set up a 'green' mailing list/network to share information on items such as sustainable energy etc. It would act as an information sharing platform. Suffolk County Council had a 'green' manifesto which could be used as a model to help set this up.

RESOLVED

That the Town Centre Manager work with Councillors Ms Carter and Mr Regester to set up a green network for Sudbury.

9. INTRODUCTORY OFFER FOR NEW MARKET TRADERS

The Town Centre Manager and the Town Clerk proposed to members an introductory offer to encourage new traders to come to Sudbury Market and to take on a permanent pitch. A copy of the proposal is shown at minute page 580.

RESOLVED

That the Committee agreed to this proposed introductory offer, which would be funded from the overall market takings, subject to approval by the Finance Committee.

10. INCREASE IN PARKING CHARGES

Babergh District Council had confirmed that from early 2022 increased parking charges would be introduced to all car parks in Sudbury. Members had a general discussion and made the following points:

- One-hour free parking wasn't sufficient as it did not allow enough time to shop and visit a coffee shop/restaurant or go for a swim or to use the gym facilities.
- Would there be a scheme for residents to park?
- Sudbury did not have sufficient cycle lanes or public transport for people to use instead of driving to town, therefore the introduction of higher charges should not happen yet.
- The need to protect the viability of the Town Centre.
- Currently a parking ticket was not required after midday on a Saturday. Would this be the same?
- Where would the extra money go?
- Who made this decision and why?
- Would the overflow car park in Quay Lane be subject to charges?

Councillor Mrs J Osborne advised that it was proposed for anyone using the Kingfisher Leisure Centre to be able to stay for free for 3 hours. Currently there was a scheme for residents to purchase annual tickets for use in the long stay car parks. Residential parking schemes form part of the current parking strategy consultation. Therefore residents who currently park in the short stay car parks would have to start paying during the longer designated times on Saturdays. The cabinet, made up of 7 District Councillors made the decision to introduce charges.

Councillor Mrs Osborne was not sure about Saturday parking times or the Quay Lane overflow car park. She would investigate and advise members accordingly.

RESOLVED

That the discussion be noted and Councillor Mrs Osborne thanked for her answers.

Since the meeting Councillor Mrs Osborne has clarified that parking tickets will be required up until 5pm on a Saturday and that the Quay Lane overflow car park will not be subject to charges.

11. CLEAR CHANNEL CONTRACT

Members were requested to consider a two-year extension to the current contract with Clear Channel for advertising at their bus stops. There would be no additional cost to the Council. Contract extension is shown at minute page 581.

RESOLVED

That a two-year contract extension be approved.

12. MEMORIAL TREE PLANTING SCHEME

Councillor Ms Carter advised members that Suffolk County Council had launched a scheme named Healing Woods (COVID Memorial Trees). These were intended to be peaceful areas of quiet reflection, not roadside planting, where people could walk or congregate. Locations were coming forward but no land had been identified by Sudbury Town Council or adjacent parish councils, however SCC were still hoping to receive proposals.

Councillor Ms Carter advised that she had been in discussion with Bellway Houses and their management company, who were content for their site at the 'People's Park' off Waldingfield Road to be used for a Healing Wood.

Fellow County Councillor Mr Faircloth-Mutton is aware of Ms Carter's work and is happy to work alongside her on this project.

Trees were also available to plant as part of the Queen's Platinum Jubilee celebrations in 2022.

RESOLVED

That Bellway Houses' offer to host a Healing Wood on their site at the 'People's Park' be accepted and that Councillor Ms Carter be asked to develop this proposal for implementation.

13. CHRISTMAS PARTIES FOR THE ELDERLY

For many years Sudbury Town Council had hosted a Christmas Party for elderly people in Sudbury, but this had not taken place in 2020 due to COVID. The party usually involved over 100 local residents meeting in the Town Hall for food and entertainment.

Members were requested to consider whether it was appropriate to hold such a Christmas party in 2021, or whether the remaining risk to the elderly from COVID 19 was too great.

RESOLVED

That, due to concerns for the safety of elderly residents, there would be no Christmas party in 2021.

14. EMPTYING OF DOG AND LITTER BINS

Members were requested to approve payment of £4,335.43 to Babergh District Council for the emptying of the dog and litter bins in Sudbury.

RESOLVED

That, under the power of the Litter Act 1983, ss 5-6, members approved the payment of the invoice for £4,335.43 from budget line 4109-341. This would be an overspend of £35.43.

15. CHRISTMAS LIGHT SWITCH ON & FAIR

The Event's Co-ordinator had submitted a report detailing the required expenditure for this year's Christmas Light Switch-on and Fair. A copy of this report is shown at minute page 599.

RESOLVED

That, under the power of the Local Government Act 1972, s 145, members approved expenditure of up to £1,500 towards the Christmas Light Switch-on and Fair.

16. UPDATING THE CEMETERY DATABASE

The Town Clerk advised that, when the Cemetery Register had been digitalised in 2019, one book containing data from 1911 – 1958 had been missed.

RESOLVED

That under the power of the Local Government Act 1972, s 214(6), members approved expenditure of up to £150 towards the scanning of this additional book. Funding would come from the budget line 4023-241.

17. 100 YEARS OF THE WAR MEMORIAL

A request had been received from the Royal British Legion asking that Sudbury Town Council arrange a small ceremony to commemorate 100 years of the Town's War Memorial.

The ceremony would take place this coming Saturday (2nd October) at the War memorial.

RESOLVED

That, due to the short notice, the Committee felt that this commemoration should be marked during the service held on Remembrance Sunday.

18. TREE SURVEYS

Members discussed the requirement for regular surveys to be carried out on the trees on land owned by the Town Council.

The Town Clerk advised that any survey should be carried out by an independent surveyor rather than a tree surgeon.

It was noted that Babergh District Council might already have details of the trees owned by Sudbury Town Council.

RESOLVED

That discussions be held with Babergh District Council to confirm what information they already held.

If any monies were required, this matter would come back to the Committee for approval.

19. PULLING OF SANTA'S FLOAT.

Councillor Miss Owen requested that Sudbury Town Council contribute use of a Community Wardens' van driven by a community warden, who had volunteered to do it free of charge, to pull Santa's Sleigh. (Copy details are shown at minute page 600).

RESOLVED

That the Community Wardens' van and the Community Warden be used for this event. (Free of charge).

That this be adopted as a Sudbury Town Council activity to ensure everything is covered by the insurance.

The meeting concluded at 7.41 pm

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Chairman

Sudbury Proposed Walking Projects

Estimate & Outline 13.9.21

Option 1 *(Based on Work Package 1 – Creative Wayfinding Report, draft attached)*

Sudbury Green Space & Urban Cultural Walk

Up to 10 point interpretation board and way marker Walking Trail (final no of signs designed to fit within available budget) based in and around the town and green spaces with a focus on visitor wayfinding, signs located at the key funding points below, and where possible signs to replace damaged or outdated signs on the current tourist route.

- Bus station
- Sainsbury's Supermarket
- North Street Car Park
- Water Meadows, obsolete signs

Possibility of design of cross purpose sign with bike parking/bench option subject to planning requirements at locations, see schematic attached.

ESTIMATE 1

Full package to project manage and deliver an interesting and informative information board trail, with way makers or disks as required/delivered within budget.

Project Management

Cartography

Design & Print

Launch & Promotion

Sub-total £22,500.00

Manufacture (Specification TBC, sign variants based on delivery within budget)

Installation

Sub-total £22,500.00

Total £45,000.00

Optional extras *(not included)*

Digital add-on with Love Exploring.

Maintenance & Insurance

Ongoing, to be managed by the Council.

SCHEDULE OF WORK

Suggested 6 month delivery time, subject to artwork sign off, fitting access and legal being delivered by appropriate council officers.

Start Commission

Month 1 – Planning and content gathering

Month 2 – Design and content creation

Month 3 – Mapping and permissions arising

Month 4 – Mark up sites and schedule

Option 2 *(Based on Work Package 6 – Creative Wayfinding Report draft attached)*

Market Hill Connectivity

Floor set metal wayfinding markers for visitors at key arrival points and central location in Market Hill. Floor markers fitted to address wayfinding issues into the town centre from key arrival points around the town to one key point in the Market Hill area, including the key sites:

- Train Station
- Bus Station
- Ballingdon Footpath
- Water Meadows
- North Street Car Park
- Waitrose/Sainsbury's Car parks
- Great Cornard Footpath

Some research/feasibility study will be required prior to project commencement:

ESTIMATE 2

Pre-project Costs

Feasibility study – for fitting the signs at the desired locations.

Research use and fitting parameters of proposed floor inlays.

Research and pricing full up to 19 hours estimated.

Estimated **£1500.00**

Surveys/Consultation with fitters/Highways as appropriate.

Other professional consultancy fees, some may be supplied in house by Babergh.

Consultants **£TBC**

Project Costs (Estimated)

Project Management

Cartography

Product Design

Associated Marketing/Print

Launch & Promotion

Sub-total £22,500.00

Manufacture (Specification TBC, delivery ability within budget subject to confirmation)

Installation*

Sub-total £22,500.00

Estimated Total £45,000**

Maintenance & Insurance

Ongoing, to be managed by the Council

Schedule of Work

Suggested 8 month delivery time, subject to artwork sign off, fitting access and legal being delivered by appropriate council department.

Research Phase

Month 1/2 – Liaise with highways and possible fitters to discuss instalment of signs. Professional consultation if required from surveyors. Investigate insurance liabilities on this product. Supply a full detailed estimate based on findings.

Start Commission

Month 3 – Route Planning, mapping and permissions arising

Month 4 – Product Design

Month 5 – Demo sign trial – create and fit test sign to prep for:

Month 6 – Mark up sites and schedule fitting

Month 7 – Site clearance and fitting/oversee fitting

Month 8 – Launch and promote

*** Important Note:** Due to its being more structural in nature, this project will requires research and investigation into works required to fit floor level signage at locations which will need to be pre-decided, therefore price can be considered as a guide only until investigative work has been completed. Machinery required for fitting/access issues may make the project budget unfeasible.

****Price subject to research phase achieving delivery within budget. Estimate does not equal a confirmed contract to deliver at this price.**

Payment terms - 50% of my total fee is payable in advance,
balance on completion, manufacturers/fitters paid in full in advance.
Contact me for a payment installment schedule.

All quotes valid for 1 month from cover date unless otherwise stated.

VAT is specified and added where supplier charges VAT, pay suppliers direct to re-claim VAT, ask for more info.

Sudbury Market**New Trader Introductory offer: 4 pitches for £40**

Although we are receiving regular new trader enquiries, we feel there should be an offer for new traders on Sudbury Market which encourages a commitment of at least 4 dates (they don't have to be consecutive). The offer would be for a standard 3x3m pitch, with the option of a gazebo supplied if they don't have their own kit.

Retention of new traders is the primary objective through this offer. Trial pitches seldom result in new regular traders and it is difficult to get the 'feel' of the market from one go. The package should include a friendly welcome, orientation and social media promotion for new traders to the market.



To enable a smooth roll out of this offer, the purchase of [2 new gazebos](#)

Specs: 3x3m Hexagonal Leg Gazebo, with walls: **£469.95** (inc. VAT)

(Free) accessories: Heavy Duty Tie Down Kit / Carry bag

Extras: Leg Weights: 12.5kg Steel Stacking (Pair): **£64.95**

Total Cost for 2 Gazebo's = £1,069.80 inc. VAT



Double sided trolley for moving long tables / gazebos more safely and efficiently.

Example:

<https://handle-it.com/collections/panel-board-and-long-load-trolleys/products/double-sided-trolley>

£249.00 ex. VAT / £298.80 inc. VAT

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SUDBURY TOWN COUNCIL

and

CLEAR CHANNEL UK LIMITED

STREET FURNITURE EQUIPMENT AGREEMENT

(The 'Agreement')

SUMMARY OF KEY TERMS

COMMENCEMENT	27 JULY 2021
TERM	2 YEARS
STREET FURNITURE CURRENTLY OPERATED	6 BUS SHELTERS (5 CONTAINING ADVERTISEMENTS AND 1 WITHOUT)
HEADLINE DAMAGE CONTROL RESPONSE TIME GLASS	make safe 8 HOURS full repair 3 DAYS
EQUIPMENT BODY	make safe 24 HOURS full repair 3 DAYS
CLEANING SERVICES	PRIORITY SERVICE: Town Centres STANDARD SERVICE: All other areas
ADVERTISING USER RESTRICTION	Clear Channel will not use the displays for advertising tobacco products, party political advertising and any advertising that does not conform to the British Code of Advertising Practice and ruling of the Advertising Standards Authority

Easy Reference Guide to the Schedules

1. The Sites
2. Not used
3. Maintenance Policy
4. Reinstatement Specification
5. The Street Furniture Specifications

THIS AGREEMENT is made the
BETWEEN:-

day of

- (1) Sudbury Town Council of Council Offices, Town Hall, Sudbury, Suffolk, CO10 1TL;

and

- (2) Clear Channel UK Limited (Registered No. 950526) whose registered office is at 33 Golden Square London W1F 9JT ("Clear Channel").

IT IS AGREED as follows:-

1.1 INTERPRETATION

In this Agreement, unless the context otherwise requires, words and expressions shall have meanings ascribed to them as shown below.

- 1.1.1 the singular includes the plural and reference to any gender includes the other gender;
- 1.1.2 references to "Clauses" are to Clauses or sub-Clauses of this Agreement, and references to "Schedules" are to schedules to this Agreement;
- 1.1.3 any reference to any statute or statutory instrument or any section or part thereof includes any enactment replacing or amending it or any instrument, order or regulation made under it;
- 1.1.4 clause headings and sub-headings are for reference purposes only and shall not affect the construction of anything in this Agreement;
- 1.1.5 any reference to "writing" shall include a reference to fax transmission;
- 1.1.6 the Schedules shall be treated as an integral part of this Agreement and references to this Agreement shall include the Schedules; and
- 1.1.7 any reference to the Council shall include a reference to its successors in title and the Agreement shall be binding upon and endure for the benefit of all such successors in title.

1.2 DEFINITIONS

- 1.2.1 "Area" is that area subject to the administrative control of the Council
- 1.2.2 "Electrical Connection Allowance" is £900
- 1.2.3 "Erection Programme" is the programme for erection of the Street Furniture as specified in Schedule 2
- 1.2.4 "Exclusive Advertising Rights" means the exclusive right to affix, erect or display advertisements on the Street Furniture that promote goods or services of Clear Channel and/or any third party client or customer of Clear Channel;
- 1.2.5 "Highway Authority" is [REDACTED] or any successor to it as highway authority having the function as highway authority as defined in the Highways Act 1980
- 1.2.6 "Maintenance Policy" is the manner and service levels to which the Street Furniture will be operated as set out in Schedule 3
- 1.2.7 "Sites" are the locations within the Area for Street Furniture as specified in Schedule 1 or locations that are subsequently agreed in writing between Clear Channel and the Council
- 1.2.8 "Street Furniture" has the meaning ascribed in Schedule 5 being 6 bus shelters
- 1.2.9 "Third Party Insurance Policy" is an insurance policy to cover such risks from third party claims, as Clear Channel's brokers shall from time to time advise

1.2.10 "Uniform Business Rate" is all local taxes applied to the Street Furniture by local or central government

2. **TERM**

This Agreement shall commence from 27 July 2021 (the "Commencement Date") and continue thereafter until 26 July 2023 (the "Term") subject to determination by either party in accordance with Clauses 10 or 12.

3. **OPERATION OF STREET FURNITURE**

- 3.1 In consideration for being granted the Exclusive Advertising Rights, and subject always to the restrictions set out at clause 4.4, Clear Channel will erect and operate the Street Furniture on the Sites in the Area for the Term in accordance with the terms and conditions of this agreement.
- 3.2 The Council will not during the Term either erect or operate, or permit any other person, firm or company (apart from Clear Channel) to erect or operate at any location within the Area any street furniture to which six sheet format advertisements will or may be attached.
- 3.3 The Council acknowledges that Clear Channel has agreed to operate Street Furniture in the Area based upon Clear Channel retaining the Exclusive Advertising Rights and Clear Channel may from time to time identify additional sites within the Area which Clear Channel considers suitable for the erection of further street furniture and the Council agrees that it will, acting in good faith, give due consideration to any proposals put forward by Clear Channel and will, within three months of receipt of any proposal, notify Clear Channel of its decision giving its reason(s) in any case where rejecting any additional site or sites.
- 3.4 The Council acknowledges that Clear Channel owns the Street Furniture and retains title to the Street Furniture and has the exclusive right to affix, erect or display advertisements during the Term upon the Street Furniture pursuant to this agreement.
- 3.5 Clear Channel is permitted at any time during the Term to upgrade the advertising panels on any of the Street Furniture from a static panel to a digital panel. Clear Channel may make any such upgrades at its complete discretion and at Clear Channel's cost.

4. **OBLIGATIONS - CLEAR CHANNEL**

- 4.1 Save as set out in clause 3.5 the parties may agree from time to time that new items of Street Furniture can be erected and operated as part of this agreement. In such case, any new item of Street Furniture or Digital Panel will be erected and installed by Clear Channel at its own expense and in good and workmanlike manner and Schedule 5 will be updated to reflect the new item(s) of Street Furniture.
- 4.1.1 The cost of connection of each individual item of Street Furniture to the nearest convenient electricity supply point shall be borne by Clear Channel up to the Electrical Connection Allowance and the Council shall bear the costs in excess of the Electrical Connection Allowance, for each item.
- 4.1.2 Clear Channel shall pay for all electricity consumed for the purposes of the proper illumination of each item of Street Furniture.
- 4.1.3 Clear Channel shall not be responsible for the cost of electricity used by any product which may be contained in the items of Street Furniture which do not belong to Clear Channel (for example real time information displays and ticket machines). For the avoidance of doubt, this will include any product other than for the illumination of the item of Street Furniture or for the illumination of any advertising hoarding within an item of Street Furniture. In such cases, the owner of the product will be responsible to pay the electricity costs.

4.2 Maintenance and Cleaning, etc.

- 4.2.1 Clear Channel shall operate, maintain, clean and repair the Street Furniture in accordance with the Maintenance Policy set out in Schedule 3.
- 4.2.2 If, in the reasonable opinion of the Council, Clear Channel shall fail to discharge its obligations pursuant to Clause 4.2.1, the Council shall forthwith issue notice in writing of such failure to Clear Channel. If within 28 working days of receipt by Clear Channel of any such notice or such shorter period in the case of an emergency as defined in Schedule 3 Clear Channel shall fail to discharge its obligations the Council may at its option discharge or procure the discharge of such obligations on its own account and Clear Channel shall be responsible for the reasonable costs directly incurred provided that the Council renders an invoice to Clear Channel in respect of such costs within 30 days of completion of such works.

4.3 Advertising User Restriction

- 4.3.1 Clear Channel will not display any advertising on any Street Furniture in the Area that contains any of the following: tobacco products, party political advertising or any advertising that does not conform to the British Code of Advertising Practice and ruling of the Advertising Standards Authority. Clear Channel will at the written request of the Council, and within a reasonable period of time, remove or obliterate any displayed or exhibited material which is in breach of this clause.
- 4.3.2 The advertising panels shall be illuminated and Clear Channel shall use its reasonable endeavours to ensure that the advertisements it displays or permits to be displayed thereon are properly maintained and conform in all aspects with the relevant Code of Practice of the Advertising Standards Authority.
- 4.3.3 A copy of the current relevant Code of Practice of the Advertising Standards Authority has, as the Council hereby acknowledges, been delivered to the Council by Clear Channel as at the time of execution of this Agreement.

5. THE ALLIANCE WITH THE COUNCIL**5.1 Co-operation**

The Council shall grant to Clear Channel its fullest co-operation in connection with the erection of the Street Furniture and the carrying out of the Maintenance Policy including:-

- 5.1.1 maintaining that part of the highway upon which the Street Furniture is erected and surrounding the Street Furniture in a clean and tidy condition and collecting litter all pursuant to a regular cleaning programme; and
- 5.1.2 notifying Clear Channel when it becomes aware of any damage to any Street Furniture; and
- 5.1.3 using its reasonable endeavours at all times to prosecute any illegal street furniture advertising within the Area.

5.2 Advertising Street Furniture

Clear Channel reserves the right to delay installation of non-advertising Street Furniture until advertising Street Furniture has been installed.

5.3 Re-location, alteration and removal

- 5.3.1 If at any time during the Term of this Agreement:-

Clear Channel is prevented or prohibited from displaying advertisements on any Street Furniture by reason of any legislation or the order of any competent authority or by reason of failing to obtain any consent or permission required under the Town and Country Planning Act 1990 or the Town and Country Planning (Control of Advertisements) Regulations 2007 or other illegality; or

An item of Street Furniture has to be dismantled because of works of repair, maintenance, reconstruction or improvement upon the highway, or ceases to be used by bus passengers by reason of a change of route introduced by the Council or other bus operator (ratified by the Council or otherwise), or ceases to be within the Area whether by reason of boundary adjustments or otherwise; or

An item of Street Furniture becomes obscured or obstructed (whether wholly or partially), or otherwise unfit in the reasonable opinion of Clear Channel for use for the display of advertisements or ceases to fulfil its function or is adversely affected by the impact of climatic or environmental conditions;

then in any such event, Clear Channel may at its option remove any such item of Street Furniture.

5.3.2 If Clear Channel exercises its option to remove an item of Street Furniture pursuant to Clause 5.3.1 then the Council shall:-

5.3.2.1 forthwith, consult with Clear Channel and offer to Clear Channel an alternative Site within the Area acceptable to Clear Channel (Clear Channel shall not unreasonably withhold or delay its consent); and

5.3.2.2 pay the reasonable costs of Clear Channel of relocating the Street Furniture to the new Site (including the cost of disconnection and reconnection of the electricity supply and the cost of any relevant planning application) and make good any damage to both the original and the new Sites arising as a result of the relocation exercise.

If the Council does not offer an acceptable alternative Site within a reasonable period of time, Clear Channel is entitled to remove non-advertising items of Street Furniture, as it deems appropriate, until such time as an acceptable alternative Site is offered.

5.3.3 If at any time during the Term of this Agreement an item of Street Furniture is subject to more than a total of five hundred pounds (£500) worth of vandalism, breakage or damage within any twelve-month rolling period then the Council shall immediately upon receipt of written notice from Clear Channel inform Clear Channel in writing whether to:

- repair the item of Street Furniture in which case the cost of the repair and the cost of all future repairs to that item of Street Furniture will be the responsibility of the Council; or
- replace the item of Street Furniture with the same or similar type of Street Furniture in which case the cost of the replacement and the cost of all future repairs to that item of Street Furniture will be the responsibility of the Council; or
- relocate the item of Street Furniture at the Council's cost in which case the Council shall immediately consult with Clear Channel and offer to Clear Channel an alternative Site within the Area acceptable to Clear Channel (Clear Channel shall not unreasonably withhold or delay its consent); or
- .

For the avoidance of doubt, the Council will be responsible for the cost of disconnection and reconnection of the electricity supply and the cost of any relevant planning application and for making good at the Council's expense any damage to both the original and (if relevant) the new Sites arising as a result of a relocation exercise.

If the Council has not advised Clear Channel what action to take within ten (10) working days of receipt of such notice Clear Channel shall, at the Council's expense, take whatever course of action it thinks appropriate (including the removal of non-advertising items of Street Furniture) and invoice the Council accordingly.

If an item of Street Furniture suffers damage to an extent that it becomes unsafe and/or a danger to the general public, Clear Channel will immediately make safe the Street Furniture and Site or remove the Street Furniture if necessary and await the Council's decision before taking further action.

5.3.4 If at any time during the Term of this Agreement the payment of Uniform Business Rates (or equivalent or other tax) by Clear Channel in respect of any particular item of Street Furniture makes in the sole opinion of Clear Channel its continued use for advertising purposes uneconomic, then Clear Channel may at its option without liability hereunder remove that item of Street Furniture and cease to operate the same save that the Council may at its option elect to accept responsibility for the payment of such portion of the Uniform Business Rates as in the reasonable opinion of Clear Channel renders the continued use of that item of Street Furniture economic.

5.3.5 The Council undertakes that it will not without the prior written consent of Clear Channel either:

5.3.5.1 relocate any item of Street Furniture, or

5.3.5.1 perform or suffer to be performed by any employee, agent or contractor any work of alteration to any item of Street Furniture or to the surrounding area which might affect the structural integrity or safety of such item of Street Furniture or which, in the sole opinion of Clear Channel, would prejudice its value for advertising purposes

and in the event that work is performed in breach of this undertaking the Council shall forthwith upon receipt of written notice from Clear Channel make good the Street Furniture and/or that part of the highway upon which the Street Furniture is erected and also the highway around the Street Furniture at its expense to the reasonable satisfaction of Clear Channel provided that nothing in this Clause shall prevent the Council or its agents from carrying out or allowing to be carried out works in the vicinity of the Street Furniture in the performance of its functions as a highway authority (if applicable) or other duties or in case of an emergency and in the event of either occurrence the Council agrees that it shall make good the Street Furniture and/or that part of the highway upon which the Street Furniture is erected at its expense to the reasonable satisfaction of Clear Channel.

5.3.6 Clear Channel shall not be required to comply with any request from the Council for the re-location of any Street Furniture until such time as the parties have reached agreement in writing as to a new location and the advertising quality of the new location, in the sole opinion of Clear Channel, must be at least equal the advertising quality of the original location. Following agreement pursuant to this clause Clear Channel shall comply with the request from the Council for re-location within three (3) months (or earlier if reasonable in the circumstances) but the Council shall meet the reasonable costs of Clear Channel of disconnection and reconnection of the electricity supply and the cost of any relevant planning application.

5.4 **Identification / Time-tables / Information Panels / Timetable Cases**

Clear Channel shall provide a timetable case for each bus shelter installed under this Agreement at the time of installation. If, at any time during the Term of this Agreement, any timetable case requires repair or replacement, the work will be carried out by Clear Channel at the cost of the Council. The Council shall not remove, alter, or obliterate any notice, name, serial number or any other identification mark carried by any Street Furniture or otherwise interfere with any Street Furniture or its operation other than with the prior written authority of Clear Channel save as set out below.

5.4.1 The Council may only affix timetables, non-commercial transport notices, real time passenger information display units and appropriate flags to Street Furniture as set out in the specification for the Street Furniture at Schedule 5 or otherwise with the prior written authority of Clear Channel. Cases for the display of time-tables and non-commercial transport notices shall at all times contain time-tables or non-commercial transport notices and under no circumstances shall they be permitted to remain empty. In the event that the Council or third party bus operator fails to use such cases as above for any continuous period of three months during the Term of this Agreement Clear Channel reserves the right to remove such cases permanently.

5.4.2 The cost of any repair works required to be undertaken by Clear Channel to any Street Furniture damaged as a result of the Council, its servants, agents or contractors affixing time-tables, non-commercial transport notices (or their respective cases) and flags shall be reimbursed forthwith by the Council to Clear Channel and, without prejudice to any other remedy which may be available to Clear Channel the Council shall indemnify Clear Channel against any loss of advertising revenue howsoever arising in the event that the value of the Clear Channel's advertising panels is diminished in any way for any period as a result of such a breach by the Council, its servants, agents or contractors.

5.5 **Right to Contract**

5.5.1 The Council hereby warrants and confirms, subject only to the issue of planning permissions and consents that it enjoys the free and unfettered right and capacity to contract with Clear Channel on the terms of this Agreement.

5.5.2 The Council agrees to indemnify Clear Channel in respect of any loss or damage suffered by Clear Channel in respect of any infringement of any third party's property rights of whatsoever nature by virtue of Clear Channel operating the Street Furniture at the Sites.

5.6 **Anti-Corruption**

The Council shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010 ("Relevant Requirements"). At any time when requested by Clear Channel the Council shall certify in writing that the Council is and at all times has been in compliance with all Relevant Requirements. Clear Channel may terminate this Agreement immediately by giving written notice to the Council if the Council is, or Clear Channel reasonably suspects that the Council is, in breach of this clause.

6. **PERMISSIONS AND CONSENTS**

The obligations of Clear Channel to operate individual items of Street Furniture are subject to the following consents and permissions having been obtained and thereafter remaining in force throughout the Term of this Agreement (for the sake of clarity Clear Channel shall be the party to apply for planning permission):-

- 6.1 all necessary planning permissions for the erection of the Street Furniture on the Sites;
- 6.2 all necessary consents under the Town and Country Planning (Control of Advertisements) Regulations 2007 for the display of advertisements on all Street Furniture in the Area; and
- 6.3 any other consents and permissions that may be required by law.

7. **PROPERTY IN THE STREET FURNITURE**

Street Furniture erected or operated by Clear Channel and all advertisement panels, digital panels, signs and advertisements affixed thereto shall remain at all times the property of Clear Channel free from any claim or right of the Council or of any third party whatsoever. Clear Channel shall retain the right six months from termination of this Agreement to remove the Street Furniture and reuse it elsewhere in accordance with clause 5.3.

8. **THIRD PARTY INSURANCE/LIABILITY**

- 8.1 Clear Channel shall at its own expense effect and maintain throughout the Term of this Agreement a Third Party Insurance Policy against liability on the part of the Council for loss or damage suffered by any member of the public in consequence of any defect in the construction or maintenance of any item of Street Furniture in a sum not exceeding fifteen million pounds (£15,000,000) for each and every claim made against the Council or Clear Channel. Clear Channel shall upon request produce a copy of the policy of insurance with confirmation that the premiums have been paid up to date.
- 8.2 The Council shall ensure that at all times during the Term of this Agreement nothing is done or omitted to be done by the Council or by any employee, agent or contractor of the Council which may invalidate or render any additional premiums payable for the insurance which may be maintained by Clear Channel in respect of any Street Furniture or against liability on the part of Clear Channel for loss or damage suffered by any member of the public in consequence of any defect in the construction or maintenance or operation of any Street Furniture. Any additional premium becoming payable as aforesaid shall be paid by the Council to Clear Channel on demand.
- 8.3 The parties shall indemnify each other against the consequences of any breach of their respective obligations under the terms of this Agreement.

9. **ASSIGNMENT**

Neither party shall be entitled to assign the benefit of this Agreement to any other company or person without the prior written consent of the other which shall not be unreasonably withheld or delayed, save that Clear Channel shall be entitled to assign the benefit of this Agreement without such prior written consent to Clear Channel Outdoor Limited or any of its subsidiary or associated companies from time to time.

10. FORCE MAJEURE

Neither party to this Agreement shall be liable in any way for any delays or failure to perform its obligations hereunder resulting from any cause or causes whatsoever beyond its reasonable control in the normal course of business (details of which said cause or causes must be notified forthwith in writing to the other party) provided that if the cause or causes of non-performance continue for a period in excess of six months either party may by notice in writing to the other terminate this Agreement.

11. CONFIDENTIALITY

11.1 For the purposes of the Council's obligations under this clause 11, "Confidential Information" means all information of a confidential nature in any form whatsoever (whether or not specified or marked as confidential) disclosed to the Council by or on behalf of Clear Channel including, but not limited to, the business, financial and/or technical affairs of Clear Channel including:

11.1.1 Not used

11.1.2 any information that the Council shall have obtained or received as a result of discussions leading up to or the entering into or performance of this Agreement; and

11.1.3 all financial information of Clear Channel;

11.1.4 the identity and business, financial and/or technical affairs of Clear Channel's business contacts, including customers, distributors and (if applicable) agents and licensees;

11.1.5 any information obtained or observed as a result of any site visit.

11.2 The Council shall:

11.2.1 keep secret and confidential all the Confidential Information and not disclose any Confidential Information to anyone unless this Agreement expressly allows it to do so;

11.2.2 subject to clause 11.4 not, without Clear Channel's prior written consent, disclose the Confidential Information in whole or in part to any other person save those of its directors (if applicable), employees, agents or professional advisers involved in the implementation of this Agreement and provided in all cases that they have a need to know the same; and

11.2.3 use the Confidential Information solely in connection with the exercise or enjoyment of rights and/or the performance of obligations under this Agreement and not otherwise for its own benefit or the benefit of any third party.

11.3 The provisions of clause 11.2 shall not apply to that part of the Confidential Information that can be shown by the Council to be:

11.3.1 known to the Council prior to the date of this Agreement unless disclosed as a result directly or indirectly by Clear Channel;

11.3.2 obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to Clear Channel by any reason; or

11.3.3 in the public domain in the form in which it is possessed by the Council other than as a result of a breach of a duty of confidence owed to Clear Channel by any person. Information shall not be treated as being in the public domain where it has been disclosed pursuant to a request for information made under the Freedom of Information Act 2000.

11.4 The Council shall not be in breach of its obligations under this clause if it discloses Confidential Information where it is required to be disclosed by law or any Regulatory Body to whose rule either party is subject, including, subject to clause 19, any Confidential Information properly disclosed pursuant to a

request under the Freedom of Information Act 2000 but only to the extent that such disclosure is so required and only to the body or person who is entitled to disclosure.

- 11.5 Without prejudice to the generality of clause 11 the Council, further undertakes to Clear Channel to make the directors (if applicable), employees, agents and professional advisers referred to in clause 11.2.2 aware of the confidential nature and restrictions on use of the Confidential Information and to use its reasonable endeavours to ensure compliance by such directors, employees, agents and professional advisers with its obligations.
- 11.6 The Council shall at Clear Channel's request promptly return to Clear Channel all Confidential Information it holds in printed form (and all copies thereof) and other materials concerning or recording the Confidential Information or any part of it or, at the option of Clear Channel, expunge and destroy any of the Confidential Information from any computer, word processor or other device in the possession, power or control of the Council or its professional advisers.
- 11.7 The Council shall indemnify Clear Channel against any and all claims, proceedings, actions, damages, costs, losses or expenses incurred by Clear Channel as a direct or indirect result of any breach or non-performance by the Council of any of its obligations under this clause 11 or of any act or omission of anyone to whom the Council has disclosed Confidential Information.
- 11.8 Each party agrees to keep the terms of this Agreement confidential and no announcement concerning the transactions contemplated by this Agreement or any ancillary matter shall be made by either party without the prior approval of the other party, such approval not to be unreasonably withheld or delayed.
- 11.9 The provisions of this clause 11 shall survive termination of this Agreement for any reason.

12. **TERMINATION**

- 12.1 Without prejudice to any rights or remedies which either party may have against the other hereunder or to any subsisting obligation, either party shall be entitled by notice in writing to the other forthwith to terminate this Agreement if the other party shall commit or allow to be committed any material breach of the terms of this Agreement on its part to be performed and observed and, if such breach be capable of remedy, shall not be so remedied within sixty (60) days of receipt of written notice thereof by the party in breach.
- 12.2 The Council may terminate this Agreement forthwith by notice in writing if Clear Channel shall become insolvent or have a receiver or manager appointed of all or any part of its assets or undertaking or shall go into liquidation (save for the purposes of amalgamation or reconstruction).
- 12.3 If, in the reasonable opinion of Clear Channel, the commercial viability of the Street Furniture as a generator of advertising revenue for Clear Channel in the context of this Agreement as a whole shall be prejudicially affected in any material way (at least reduced by one fifth) by reason of any factor or factors outside the reasonable control of Clear Channel then in the event that within a reasonable time of receipt by the Council from Clear Channel of a written notice to the effect that the commercial viability has been so prejudiced as aforesaid the parties fail to agree a variation of the terms of this Agreement which, in the reasonable opinion of Clear Channel, preserves such commercial viability, Clear Channel may without liability terminate this Agreement forthwith by notice in writing to the Council.
- 12.4 Clear Channel may terminate this Agreement forthwith by notice in writing if, during the continuance of this Agreement, the Street Furniture becomes obstructed or obscured pursuant to clause 5.3.1.
- 12.5 If during the continuance of this Agreement the installation, use or maintenance of any Street Furniture at any of the Sites as contemplated by this Agreement shall be validly declared by any government or judicial authority to be illegal then in the event that within a period of 28 days of receipt by the Council from Clear Channel of written notice of such declaration the parties fail to agree a variation of the terms of this Agreement which, in the sole opinion of Clear Channel, both cures the illegality and preserves the commercial viability of the Agreement Clear Channel may without liability terminate the Agreement forthwith by notice in writing to the Council. In such circumstances the Council shall be under an obligation to find a solution that continues the ongoing business of Clear Channel within the Area for the remainder of the terms of the Agreement.

- 12.6 Either party may terminate this agreement immediately by giving written notice to the other party if the other party is in breach of clause 5.6.
- 12.7 The Council shall be entitled to terminate the Agreement and recover from Clear Channel the amount of any loss directly resulting from such termination if Clear Channel is proven to have:-
- 12.7.1 offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Agreement with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Agreement with the Council; or
- 12.7.2 knowingly acquiesced in the commission of like acts by any person employed by Clear Channel or acting on its behalf; or
- 12.7.3 in relation to this or any other Agreement with the Council either have committed itself or knowingly acquiesced in the commission by any person employed by it or acting on its behalf of an offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

13. **POST TERMINATION PROVISIONS**

- 13.1 Unless within six months of the termination of this Agreement, Clear Channel and the Council have otherwise reached agreement as to the disposal of the relevant Street Furniture Clear Channel shall at its own expense remove the Street Furniture for use elsewhere and shall be responsible for restoring and making good at its own expense the Site formerly occupied by the Street Furniture in question in accordance with the Specification set out in Schedule 4.

14. **VAT**

- 14.1 Notwithstanding that cleaning and maintenance will be provided at Clear Channel's cost, for accounting purposes an annual fee ("Maintenance Fee") is deemed attributable to the obligation on Clear Channel to maintain and clean the Street Furniture in accordance with the terms of this agreement. Clear Channel will calculate the Maintenance Fee on an annual basis and will inform the Council in writing of the Maintenance Fee prior to 1 September each year. Clear Channel will provide a VAT only invoice to the Council on 1 September each year for the Maintenance Fee for the prior year.
- 14.2 For accounting purposes, in consideration of the advertising rights granted by the Council Clear Channel in accordance with the terms of this agreeemnt, an annual fee equal to the Maintenance Fee ("Licence Fee") is attributed to this supply from the Council to Clear Channel. The Council will provide a VAT only invoice to Clear Channel on the 1 September each year for the Licence Fee for the prior year. Where applicable Clear Channel will prepare this VAT only invoice under a self-billing agreement.
- 14.3 The Licence Fee and the Maintenance Fee may be reviewed annually on the 1st September of each year by prior agreement between the parties. Payment of both VAT invoices will be considered payable by offset.

15. **CAPITAL ALLOWANCES**

- 15.1 Clear Channel and the Council hereby acknowledge that Clear Channel is entitled to claim writing down allowances on the Street Furniture. The Council also agrees to take such steps as may be reasonably necessary from time to time, to establish Clear Channel's entitlement to claim writing down allowances.

16 NOTICES

Any notice may be served by prepaid registered first class post addressed to the other party at its address as set out in this Agreement. In the case of Clear Channel notices should be addressed to the Company Secretary, Clear Channel UK Limited, 33 Golden Square London W1F 9JT.

16 THIRD PARTY RIGHTS

Any third party who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

17 GENERAL PROVISIONS

- 17.1 This Agreement sets out the entire agreement between the parties in connection with the arrangement contemplated by this Agreement and no variation shall be valid or enforceable unless recorded in writing and signed by a Director of Clear Channel and by a competent officer of the Council.
- 17.2 Save as otherwise stated to the contrary all expenses incurred by either party under their respective obligations shall be borne by the party incurring such expenses. The parties hereto will bear their own costs and expenses incurred in the preparation of this Agreement.
- 17.3 If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. This clause is in addition to clause 12.5.
- 17.4 Clear Channel operates equal opportunity policies in order to protect its employees against any discrimination on the grounds of their race sexual orientation religion or belief disability or age and policies on Health and Safety and Environmental issues all of which are available for inspection at the office of Clear Channel.
- 17.5 All consideration passing under this agreement shall be exclusive of Value Added Tax if applicable.
- 17.6 The Council agrees that in the event of any breach of clause 11 damages may not be an adequate remedy and Clear Channel may be entitled to injunctive relief in such circumstances.

18 WAIVER

No relaxation forbearance delay or indulgence by any party in enforcing any of the terms and conditions of this Agreement or the granting of time by any party to the other shall prejudice affect or restrict the rights and powers of any party hereunder nor shall any waiver by any party of any breach hereof operate as a waiver of or in relation to any subsequent or any continuing breach hereof.

19 FREEDOM OF INFORMATION

19.1 To the extent that the Freedom of Information Act 2000 (the "Act") applies to the Council (under section 5 of the Act or otherwise), and where the Council receives a request for information from a third party which relates to Clear Channel and/or this Agreement including the Confidential Information the Council warrants that it shall;

19.1.1 inform Clear Channel about the request for information and the nature of the information being sought as soon as possible following receipt of the request for information;

19.1.2 consider and apply all lawful exemptions provided under the Act to withhold Information sought in terms of the request for information;

19.1.3 consult with Clear Channel prior to the disclosure of any such information; and

19.1.4 keep Clear Channel informed about the Council's progress in dealing with any request for information and where requested by Clear Channel, provide Clear Channel with copies of any correspondence and documents relating to the request for information.

19.2 The terms "information" and "request for information" have the same meanings given to these terms in the Act.

20 PROPER LAW

20.1 This Agreement shall be interpreted and have effect in all respects in accordance with English law.

20.2 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Dispute Resolution) procedures. Both parties reserve all their respective rights in the event that no agreed resolution shall be reached in the mediation referred to and neither party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party's position while the mediation or other procedure is pending or continuing.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

SCHEDULE 1

The Sites

Includes advertising

- 1) WALDINGFIELD RD AT ROUNDABOUT SUDBURY CO10 2YB site 010-4501-0001
- 2) WALDINGFIELD ROAD NEAR LANDSDOWN CO10 1PW site 010-4501-0002
- 3) GIRLING ST ON LAND FRONTING 'ALDI' BEFORE JNCTN WITH SUFFOLK ROAD CO10 1RE site 010-4501-0005
- 4) NORTHERN ROAD JUNCTION WITH MARTINS ROAD SUDBURY CO10 2FT site 010-4501-0008
- 5) MELFORD ROAD O/S NO 11 OPP YORK RD AT JUNCTION SUDBURY CO10 1HX site 010-4501-0007

Non ad

- 6) MELFORD ROAD ADJ 155 OPP 76 & 78 SUDBURY CO10 1JU site 010-4501-0010

SCHEDULE 2

Not Used

SCHEDULE 3**Maintenance Policy Service Levels Bus Shelters**

Operation	Target Response Time (from report during working hours or discovery where applicable)	Comment
Priority Area (Town Centres) Routine Cleaning	10 working days	
Standard Area (other than Town Centres) Routine Cleaning	20 working days	
Racist and Offensive Graffiti Cleaning	8 Hours	To include offensive fly posting removal
Emergency Damage	8 Hours	Member of Clear Channel staff to attend Site to determine what action or resource is required
Dangerous Structure	1 working day	Clear Channel staff member to remain on Site until removal unit attends to remove structure
Removal of Broken Glass	8 hours	
Glazing Repairs	3 working days	
Illumination Fault	3 working days	To include courtesy lighting
Retube of all Illumination fittings	Annually & as required	To include courtesy lighting
Structural Safety	Inspection Annually	
Electrical Safety	Inspection Annually	To include full integrity check of circuits
Structure Relocation	less than 3 months	Subject to electrical supply company or Removal and alternate location agreement.

SCHEDULE 4

Reinstatement Specification

1. Clear Channel shall be responsible before any ground works are commenced for taking due and proper care to ensure that any ground exposure has had the relevant tests carried out to eliminate contact with electrical cables and other related works below the grounds surface.
2. Clear Channel shall be responsible for cordoning off any ground work area in the interest of public safety.
3. The following list of specifications is to be used in conjunction with the Company's Building Specification and are to be interpreted as a guideline. Where any other surface is not mentioned Clear Channel shall consult with the Council before work commences.

Concrete Footpath

Stihl saw correct sized area to be excavated that will allow 150mm minimum surround to the shelter leg. Excavate to the required depth and remove spoil onto wagon.

Back fill around leg using 4 coarse aggregate (10mm gravel) 2 fine aggregate sharp sand 1 cement wet mix concrete to half the depth of the excavation and tamp to release air voids. Repeat the same process to footway surface level and float off around each leg. Once the concrete has begun to set apply surface texture to match surrounding footway i.e. brush strokes dimpled or smooth.

Flagged Footpath

Remove the required number of whole flags to allow the necessary excavations to take place. Stihl sawing of in-situ flagging will be unacceptable.

Excavate to the required depth and deposit soil onto the wagon.

Back fill around the legs to a depth not less than 150mm with type 4.2.1 concrete. Tamp to release all air voids.

Produce a dry mix of 9 coarse aggregate 5 fine aggregate 1 cement and back fill excavation to a depth of 50mm below the surface. Tamp well to provide bed for the flagging to be laid on.

Stihl saw flagging to enable a tight fit around each Bus Shelter leg and lay compacting the flagging to the correct joints of flagging to seal surface. Remove all spoil to wagon and tidy up the site.

Flexible Footway (asphalt and Bitmac)

Square off necessary excavations with the use of mechanical tool and dig down to required level removing all excavating materials to wagon.

Back fill excavation with 4.2.1 mix of concrete to a depth of not less than 150mm and tamp to release all air voids. Produce a dry mix of 9.5.1 concrete and back fill excavation to a depth of 40mm below ground level. Tamp to release air voids.

Apply hand painted bitumen to all vertical edges of the excavation and around Bus Shelter legs that will be below ground level.

Apply cold mix cut back bitumen with 6mm nominal size stone and hand tamp to correct level. No marks or deviations to be visible in the final finish. Tidy up the site.

SCHEDULE 5

The Street Furniture Specifications

Street Furniture for the purposes of this Agreement shall include the following (and their replacements over time in the Clear Channel street furniture range):

Heritage Bus shelters

EXECUTED AS A DEED BY)
THE COUNCIL)
by affixing its Seal in)
the presence of:-)

Duly Authorised Signatory

Duly Authorised Signatory

EXECUTED AS A DEED BY)
CLEAR CHANNEL UK LIMITED)
by one director)
the presence of)

Director

Witness

Agenda item – Leisure & Environment

Tuesday 28th September 2021

Christmas Fair & Light Switch-on – Friday 26th November 2021

What is required: Approval for event arrangements and entertainment expenses (including approval for deposits)

Why it is required: To enable arrangements to be made for the Christmas event and to book entertainment. To date we already have over 40 stalls booked to attend, Santa's Grotto in Holmes and Hills offices, fairground attractions on Market Hill, the Salvation Army singing carols around the Christmas tree, Ben Smith, and Serena Grant busking throughout the evening. As St. Peter's is closed for refurbishment, we will be erecting the town council's marquee on the market hill to hold 10 craft fair stalls (all of which have been booked).

How will these be funded: The Christmas Fair and Light Switch-on are covered in the current budget on sheet 204 (Street Fairs). The total planned spending is £4,140, but we expect an income of £2,640, giving a net cost of £1,500. The breakdown of costs to be approved at this meeting are below.

What will be purchased and where from: Below is a list of entertainment and supplies which have been provisionally booked and quotes received (some require a deposit to be paid).

- a) Christmas Elf Stilt Walker – Fireflow
- b) Elsa & Anna Characters from the Film Frozen – Once Upon a Dream Princess Parties
- c) Olaf Character from the Film Frozen – A Fairytale Fantasia
- d) Walkabout Magician – Adam Heppenstall
- e) Wood to make 2 Fun Photo cut out stands (see photo attached) - Huws Gray Ridgeons

Costs to be approved at this meeting:

- a) Fireflow (3 hours) - £250 with a deposit of 50% to be paid to confirm the booking
- b) Once Upon a Dream Princess Parties (3 hours) - £280 no deposit required
- c) A Fairytale Fantasia (3 hours) - £200 with a 25% deposit to confirm the booking
- d) Adam Heppenstall (3 hours) - £450, possible deposit not yet confirmed
- e) Huws Gray Ridgeons (wood for 2 stands) - £222.34 (excluding VAT)

Total cost £1,402.34 (exc VAT)

How long will it last: Most of the above are one off payments for the event except for the quote to make the Fun Photo cut out stands, these will be used at future events.

Agenda item – Leisure & Environment

Tuesday 28th September 2021

Use of Community Warden Van to pull Santa's float

What is required: Approval for the free use of a Community Warden Van to pull Santa's float.

Why it is required: Last year Councillor Alison Owen arranged for a Santa float to travel around Sudbury. This was a great success and she would like to do it again, but this time using a Community Warden Van to pull the float. The Wardens will give their time free of charge to drive the van. Councillor Miss Owen has her own insurance to cover the float.

How will these be funded: As part of the lease on the vans, the allowance is 10,000 miles per year. This is always way under so the additional miles would not affect the lease. Within the SLA agreements for surrounding villages, mileage is charged at 65p per mile.

Costs to be approved at this meeting:

- a) The free use of the van as the additional mileage will be covered within the current lease agreement.

How long will it last: The van would be required for 6 days, 3 hrs per day (evenings & weekends only).