



29<sup>th</sup> August 2024.

The meeting of **KIDDERMINSTER TOWN COUNCIL** will be held at **6:00PM** on **WEDNESDAY 4<sup>th</sup> SEPTEMBER** in the **COUNCIL CHAMBER, WYRE FOREST HOUSE** when Members are summoned to attend.

Yours Sincerely

Hugh Peacocke  
Chief Executive Officer

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**Membership:** Councillors G. Connolly (Mayor), J. Aston, J. Beckingham, B. Brookes, D. Chambers, L. Carroll, V. Caulfield, B. Connor, H. Dyke, N. Gale, D. Hine, S. Hollands, M. McDonnell, S. Miah, F. Oborski (MBE), M. Rayner, D. Round and M. Smith.

## **AGENDA**

### **1. Apologies for absence**

### **2. Declarations of interest**

To receive declarations under consideration on this agenda in accordance with the Localism Act 2011 S32 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

Members are reminded that should you declare a pecuniary interest at a meeting, it is your responsibility to inform the Monitoring officer.

### **3. Public Question Time**

In accordance with Standing Order 3(c), to allow members of the public to make representations, ask questions, and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.

### **4. Approval of Minutes (Appendix 1)**

To approve the minutes of the meeting of Kidderminster Town Council held on 29<sup>th</sup> July 2024.

### **5. Devolution Programme (Appendix 2)**

To consider proposals for a programme of phased devolution of parks from Wyre Forest District Council to Kidderminster Town Council.

(Cllr. Tracey Onslow, Cabinet Member, and officers of Wyre Forest District Council will join the meeting for this item. Cllr. Ben Brookes will participate as Cabinet Member, WFDC)

**6. Operational Services Office Re-location (Appendix 3)**

To consider proposals for the relocation of the Council's Operational Services Team

**7. Sealing of Deed (Appendix 4)**

To resolve to affix the Council's seal to the Deed of Surrender of Part and Variation of the Town Council's lease of offices at Wyre Forest House.

**8. The Forward Work Programme (Appendix 5)**

To note the Forward Work Programme for Full Council for 2024/25 and consider any additions.

**KIDDERMINSTER TOWN COUNCIL  
TOWN COUNCIL**

**Minutes of the meeting held at 6pm on Monday 29 July 2024  
In the Council Chamber, Wyre Forest House**

**Present:**

Councillors G. Connolly (Town Mayor), J. Aston J. Beckingham, B. Brookes, L. Carroll, Vicky Caulfield, D. Chambers, B. Connor, H. Dyke, N. Gale, D. Hine, S. Hollands, Mary McDonnell, Shazu Miah, F. Oborski (MBE), M. Rayner, D. Round and Mike Smith,

**In Attendance:** Hugh Peacocke, Chief Executive, Adam Stockhall, Operational Services Manager and Rob Beeston, Operational Services Officer.

**34. APOLOGIES FOR ABSENCE**

All members were present at the meeting.

**35. DECLARATIONS OF INTEREST**

Councillor Ben Brookes declared that as Cabinet Member for Operational Services with Wyre Forest District Council that he would leave the meeting for Agenda Item 7, "Devolution Programme".

**36. PUBLIC QUESTION TIME**

Nil

**37. MINUTES**

**RESOLVED:** To approve the minutes of the meeting of Kidderminster Town Council held on 26<sup>th</sup> June 2024.

**38. REGENERATING KIDDERMINSTER**

The Mayor welcomed to the meeting Mr. Ostap Paparega, Deputy Chief Executive, Regeneration and Commercial, Wyre Forest District Council.

Mr. Paparega gave a presentation on plans for regeneration in the town centre of Kidderminster, with expenditure up to £45M planned on 4 current sites and a further phase after that.

The Mayor thanked Mr. Paparega for his presentation to the meeting.

**39. SUSPENSION OF STANDING ORDERS**

The meeting agreed to suspend Standing Orders and to take item 7 on the agenda "Devolution Programme" before item 6, "Operational Services Office Re-location"

**40. DEVOLUTION PROGRAMME.**

Rob Beeston, Operational Services Officer, gave a presentation to the meeting outlining the role and current services delivered by the Council's Operational Services Team.

(Councillor Ben Brookes left the meeting at this stage)

Mr. Beeston then progressed to tell members of discussions between officers of the Town Council and the District Council regarding the possible transfer of 4 small parks at the following locations:

- 1) King George V Park – Marlpool Lane
- 2) Willowfield Park – Willowfield Drive
- 3) Forester Way Park – Forester Way
- 4) Jerusalem Walk Park – Broad Street.

The District Council's devolution proposals also referred to other longer-term transfers.

Members expressed a number of concerns around the condition of some of the assets in question, the funding arrangements for any possible transfers and how the Town Council might maintain these assets in the future.

Members agreed that the Town Council needs to determine its overall strategy in these matters before progressing further with any proposed transfers.

**RESOLVED:**

- A) To authorise officers to negotiate the transfer of the four parks.
- B) Agree for the Public Realms Operations Manager and Officer to continue negotiations with the remaining Parks and Assets through a phased approach.
- C) To appoint 4 members of the Council to the negotiating team ( 1 from each of the Council's 4 political groups), and
- D) To invite the relevant officers and Cabinet members of the District Council to a meeting of the Town Council to consider a devolution programme before negotiations progress any further.

**41. OPERATIONAL SERVICES OFFICE RE-LOCATION**

The Mayor referred to the report regarding a proposed office relocation for the Council's Operational Services team and invited Mr. Adam Stockhall, the Council's Operational Services Manager, to tell the meeting more about the proposal. Mr. Stockhall pointed out that it would not be possible to deliver the Town Council's operational services from the Town Hall and that an alternative location would need to be found before the Town Council vacates its current accommodation at Wyre Forest House.

Members discussed this issue and asked that officers what other options might be available to address this problem.

The meeting felt that this matter could not be properly considered until the Council's approach to further devolution had been clarified.

**RESOLVED:** To defer further consideration of this matter until such time as the Town Councils approach to future devolution of services was determined.

#### **42. INTERNET BANKING ARRANGEMENTS**

The Mayor referred members to the report sent by the CEO asking for approval for internet banking with Handelsbanken. The CEO pointed out that the Council had resolved to switch its banking arrangements from Barclays Bank to Handelsbanken and that internet banking would be an essential part of this arrangement.

#### **RESOLVED:**

- A) To authorise Hugh Peacocke (CEO) and Adam Stockhall (Operational Services Manager) to sign and execute on behalf of the Council all agreements and actions required in connection with the Corporate Internet Services, including the appointment of administrators to the services, and
- B) That the Bank is authorised to accept an electronic signature of an authorised user and/or an administrator on a document as being conclusive of that person's intention to sign the documents as if they had applied their manuscript signature.

#### **43. VOTE OF SYMPATHY**

The meeting passed a vote of sympathy to the family, relatives and colleagues of the Speller Metcalfe operative who was recently deceased at the Town Hall site.

#### **44. THE FORWARD WORK PROGRAMME 2024-25**

The Council added to the Forward Work Programme required at Minute No. 40 above.

The Mayor concluded the official business of the meeting at 8:13 pm.

## **Kidderminster Town Council**

### **Report to Council meeting 4<sup>th</sup> September 2024**

#### **Agenda Item 6: Devolution Programme**

##### **Aim**

A) To approve in principle the freehold transfer of Willowfield Park, King George V Park, Forester Way Park and Jerusalem Walk Park, from the Wyre Forest District Council to Kidderminster Town Council, and

B) To work in partnership with Wyre Forest District Council on a phased approach to discuss all remaining Kidderminster Parks

##### **Background**

Kidderminster Town Council was established in 2015. Its main aim is reflected in the Council's mission statement: *"Providing Services to the People of Kidderminster"*. At that time, WFDC transferred to the Council the Town Hall and other assets, such as allotments and street furniture to the Town Council.

More recently, in 2022, the District Council transferred 3 parks at St. Georges, Broadwater and Baxter Gardens to the Town Council, as part of an ongoing devolution programme.

The Town Council has demonstrated its ability to meet these challenges and the District Council continues to work with the Town Council to determine what other services can be better delivered at local level.

##### **A) Assets to be considered for 2024/25 transfer.**

4 x Parks to include all built structures within those spaces, including (for clarity), sports and play facilities.

All 4 x parks are small in size with children's play equipment, green space, trees and hedgerows.

- King George V Park – Marlpool Lane
- Willowfield Park – Willowfield Drive
- Forester Way Park – Forester Way
- Jerusalem Walk Park – Broad Street

##### **B) Phase 2 - 2025/26**

- White Wickets – Franche Road
- Springfield Park - Springfield Lane
- Spennells Play area. – Heronswood Road
- Bewdley Hill

### **C) Phase 3 – TBA**

- Brinton Park

### **Service level agreements**

KTC will not require an SLA with WFDC for maintaining parks and will be seeking an agreement with our current contractor MB&G under our current Grounds Maintenance Contract.

KTC will require that all assets are in good condition at the point of transfer, or alternatively, that WFDC will provide funds to KTC to bring those assets to the required condition.

### **Financials**

Annual Grounds Maintenance including Bin emptying and Litter picking.

- King George V Park - £7,100
- Willowfield Park - £6,400
- Forester Way Park - £6,400
- Jerusalem Walk Park - £4,000

Kidderminster Town Council would be required to increase the precept by 2.5% which equates to £1.42 annually per household, equivalent of 3 pence per week per household.

### **Annual Total £23,900**

### **Dec 1<sup>st</sup> – March 31<sup>st</sup> £2000**

### **Recommendations**

Town Council are recommended to agree, in principle:

- A) To authorise officers to negotiate the transfer of the four parks.
- B) Agree for the Public Realms Operations Manager and Officer to continue negotiations with the remaining Parks and Assets through a phased approach.
- C) Any final agreements in operational matters to be brought to the Operational Services Committee for approval
- D) Any budgetary considerations would need to be approved at Full Council.

Adam Stockhall, Operational Services Manager

23<sup>rd</sup> August 2024.



# Kidderminster Town Council Public Realm and Operations

**Business Case for Establishing a Centralised Operational Unit**



# Summary

This business case outlines the necessity for a dedicated operational base for Kidderminster Town Council's Public Realm and Operations Team. Currently dispersed across multiple locations, the team's effectiveness is hindered by logistical challenges and inefficient resource management. The proposed solution is to establish a centralised base at Unit 2, Forest Park, Silverwoods Way, which will improve operational efficiency, reduce costs, and provide the team with adequate facilities for future growth.

# Current Situation

The Public Realm and Operations Team, led by Adam Stockhall (Public Realm and Operations Manager) and Rob Beeston (Public Realm and Operations Officer), is currently based at Wyre Forest House. The team is temporarily supported by Dan Ryan from the Town Hall team while renovations are being completed at the Town Hall. The team will benefit from an additional, part time post that will be recruited in the Autumn/Winter period

Once renovations are complete, all Town Council employees, except the Public Realm and Operations Team, will return to the Town Hall. The Public Realm and Operations Team will be left without a dedicated base, despite the critical role they play in maintaining Kidderminster's public spaces.

# Equipment & Tools Inventory

Dewalt Angle Grinder	1
Red Gorilla Flexi Tub	2
MCR CT1052NF Nitrile Foam Cut Resistant Gloves	6
Bosch Screwdriver Bit Set	1
Nightsearcher Zoom 1000R Compact Rechargeable Flashlight	1
Wera Ball End Multi Colour Hex Key Set	1
Fibreglass Claw Hammer	1
Screw-Tite® Trade Grab Pack	1
Long Handle Dustpan & Brush Set	2
JSP EVO2 Adjustable Safety Helmet	3
DeWalt DCD791D2-GB 18V XR Brushless Compact Drill Driver	1
Milwaukee 9 in 1 Ratcheting Screwdriver	1
Bosch 45 Piece Mixed Screwdriver Bit Set + Handle	1
Spectre Screw Organiser Pro Multi-purpose Wood Screws with Impact	1
PACKOUT™ Rolling Tool Chest	1
Wera Kraftform Extra-Slim Bitholding Screwdriver	1
Gorilla Waterproof Patch & Seal Tape	1
Cable Ties Black	4
Nailers Non-Marking Foam Knee Pads	3
HSE Compliant First Aid Kit	1
Caterpillar Exposition Hiker Waterproof Safety Boots	2
Kamasa Ratchet Ring Spanner Set	1
Roughneck Gorilla Fast Cut Pruning Saw	3
Milwaukee Packout Backpack 48Ltr	1
Rawplug Uno Mixed Wall Plugs 250 Pcs	3
Bosch Multi-Material Combination Drilling & Screwdriving Set 103	1
Milwaukee ThunderWeb Straight Shank Metal Drill Bit 19 Piece Set	1
Bailey 19mm Blue Brass Jointed Drain Rod Set 9.14m	1
Knipex Alligator Water Pump Pliers 12" (300mm)	1
Howard Leight QB2HYG 24dB Semi-Aural Banded Ear Plugs	3
Husqvarna Long Reach Hedge Trimmer	1
Little Giant King Combo - 2-Section, 3-Way Ladder	1
Dewalt Drill Impact Driver	1

BAHCO Socket Set	1
Rake (Red)	1
Plumber Grips (NEILSEN Yellow & Red)	1
Snow Shovel	2
Broom	2
Water Pressure Sprayers	2
Worker Gloves (SCUFFS GREY)	3
Rake (Yellow)	1
Flat Head Screwdriver (Stored in Waterfall Meter Box)	1
Hozelock Net	1
Pruning Saw	2
Husqvarna Blower	1
Husqvarna Sweeper	1
Compactor Roughneck 10 Tamper	1
STIHL Dynamic Ergo safety Hat	3
Husqvarna Protective Functional Gloves class 0 Saw Protection	3
Gorilla Pruning saw	3
Little Giant smaller ladder	1
Ford Ranger Tremor	1
STIHL Chainsaw	3

# Material Inventory

- Top Soil
- Compost
- Cold Pour Tarmac
- Grass Seed
- Fuel and oil for machinery
- Rock Salt
- Chemicals



# Rationale for a Centralised Operational Base

## Space and Storage Requirements

- The diverse range of equipment, tools, and materials necessitates a dedicated and adequately sized storage facility. The current practice of storing items across multiple locations—Town Hall, Broadwater Toilets, Wyre Forest House, Hoo Brook Trading Estate, and Rushock Trading Estate—has led to operational inefficiencies:
  - Disjointed Storage:** Equipment and materials scattered across various sites make it difficult to manage inventory effectively. This often results in time-consuming trips to gather necessary items, increasing operational costs and decreasing productivity.
  - Waste Management Compliance:** Under the Environmental Protection Act 1990, the Council must store and dispose of its municipal waste correctly. The team currently lacks a central location to house the required three 1100-litre waste containers, which are essential for compliant waste storage.
  - Need for a Trailer:** To transport equipment and waste efficiently, the team requires a trailer for the Ford Ranger. However, the current lack of adequate storage space prevents the safe and secure housing of such a trailer.

# Rationale for a Centralised Operational Base

## Logistical Benefits of Centralization

- The team has identified Unit 2, Forest Park, Silverwoods Way, as an ideal site to base all Public Realm and Parks operations. This location offers 224.45 sq m of floor space, which will allow:
  - Centralised Operations:** Housing all equipment, machinery, and materials in one location will drastically reduce the time and fuel costs associated with traveling between multiple storage sites.
  - Improved Stock Management:** A single location for all resources will facilitate better inventory control, reducing the need for frequent procurement and allowing for bulk purchasing, which is more cost-effective.
  - Office Space Provision:** The unit will also serve as office space for the team, providing a permanent location for planning, administration, and coordination, which they currently lack.

# Rationale for a Centralised Operational Base

## Environmental and Economic Impact

**•Fuel Efficiency and Cost Savings:** By reducing the need for frequent trips to multiple locations, the team will save on fuel costs and time, enabling better use of resources. Additionally, withdrawing from paid storage at Hoo Brook Trading Estate will further reduce ongoing expenses.

**•Environmental Benefits:** Centralising operations at Forest Park will reduce the team's carbon footprint by cutting down on fuel usage. The new base also presents the opportunity to install infrastructure for charging electric tools and vehicles in the future, aligning with the Council's environmental goals and improving air quality.

# Future-Proofing Operations

By consolidating operations at a single site, the Council will not only address current inefficiencies but also prepare for future growth.



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

Trailer for transport of tools and waste.



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

Gang mower



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

Chemical storage



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

## Grit Bins





# Future-Proofing Operations

Space will be needed accommodate additional equipment.

## Town centre Planters



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

## Mobile Jetwash



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

## Municipal waste Storage



# Future-Proofing Operations

Space will be needed accommodate additional equipment.

Battery charging area for VAS





# Future-Proofing Operations

Increasing our inventory of equipment and storage will –

- Enable us to be less reliant on contactors and other trades-people.
- Enable us to have space for mowing equipment to enhance and complement the current contract with M&BG
- Would enable us to respond quicker to issues and defects on parks by having our own equipment and materials.
- Be more selective of how services are delivered
- Gear us up should any further assets be transferred seamlessly
- **IF** the decision to redevelop and re-open the paddling pool is agreed, we will require additional storage for hazardous chemicals, such as chlorine and Bromine based chemicals for example Sodium Hypochlorite, chemicals of this nature must be stored in a safe, secure lockable unit, separate from the needs to store fuel etc, there will also be the need for individual specific PPE storage to handle such chemicals.

# Costings

- Rent Deposit £4,875 to be paid on completion.
- Initial 12 months' rent free – Saving £20,000
- Annual Rent - £19,500 – To note, there will be an upwards only rent review to market rental value at the end of year five.
- Other, Utilities, Business Rates - £13,000
- Office build – Racking & Miscellaneous - One off works £2000 TOTAL RENOVATIONS £2,000 (Current Expenditure will cover Renovations)
- Allocate £3,000 2025/26 – Extend Office accommodation.
- YEAR ONE (Part Year) October – 31<sup>st</sup> March 25 (Rent Free) - £3,000 Business and Utilities.
- YEAR TWO - 2025-26 £31,600, to note KTC vacate WFH May 2025.
- YEAR THREE - 2026-27 £31,600 Inc Rates
- YEAR FOUR - 2027-28 £31,600 Inc rates
- YEAR FIVE – 2028-29 £31,600 Inc Rates

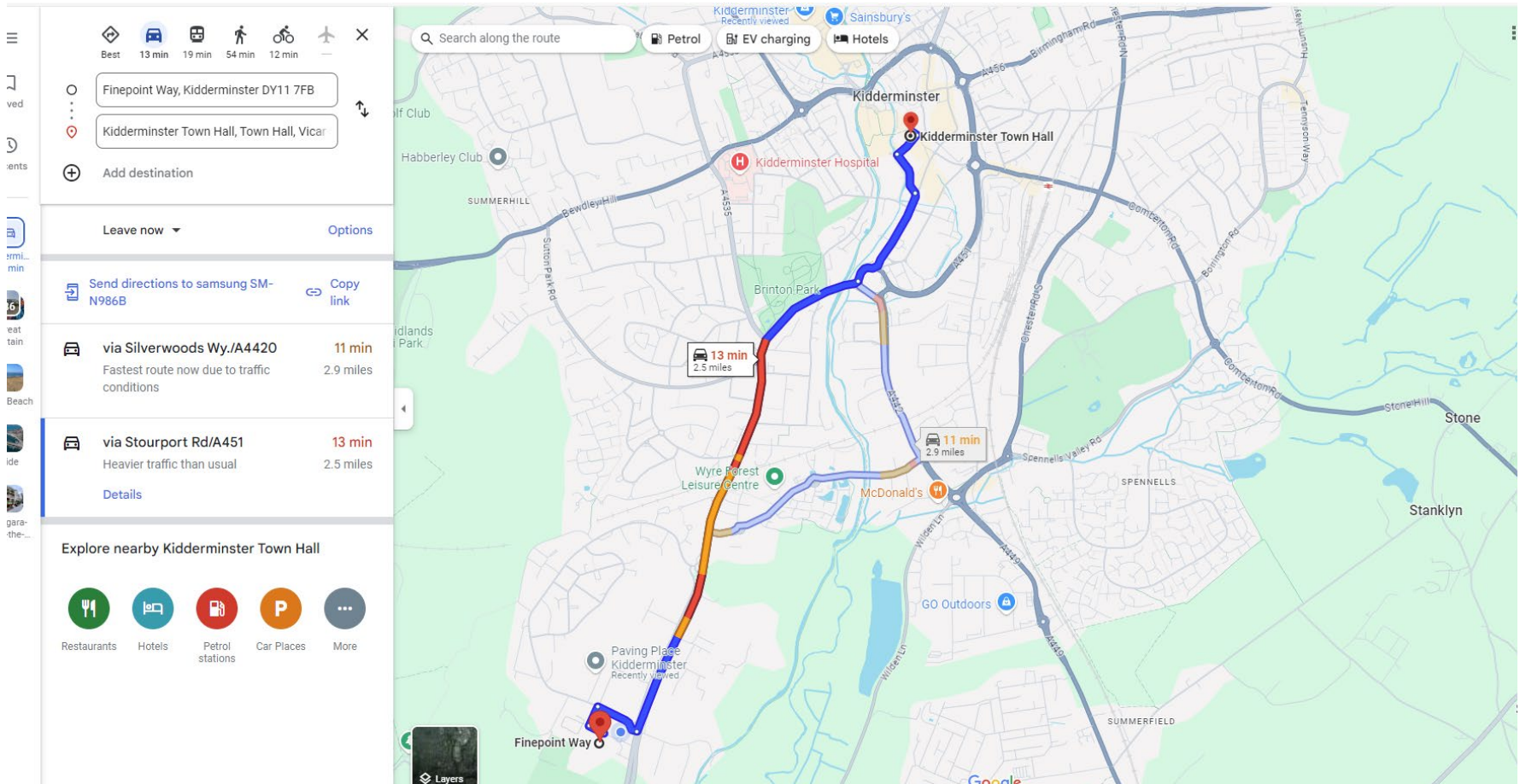
# Current logistics

Currently, we deploy from Finepoint Way to service various sites. As we have no dedicated operational space, we are making use of several sites to –

- Store materials - Broadwaters redundant toilet block
- Charge batteries - Wyre Forest House, 1<sup>st</sup> floor
- Store furniture - Hookbrook industrial estate
- Store tools - Wyre Forest House, 1<sup>st</sup> floor

We also utilise the space in the Ford Ranger which isn't ideal

# Finepoint Way to Town Hall



# Finepoint Way to Broadwaters

Finepoint Way, Kidderminster DY11 7FB

Broadwaters Mill Park, Stourbridge Rd, Kid

Add destination

Leave now

Options

Send directions to samsung SM-N986B

Copy link

via Chester Rd S/A449

Fastest route now due to traffic conditions

14 min

4.2 miles

Details

via Stourport Rd/A451

Heavier traffic than usual

16 min

4.1 miles

via Stourport Rd/A451 and Stourbridge Rd/A451

Heavier traffic than usual

18 min

4.0 miles

Explore nearby Broadwaters Mill Park

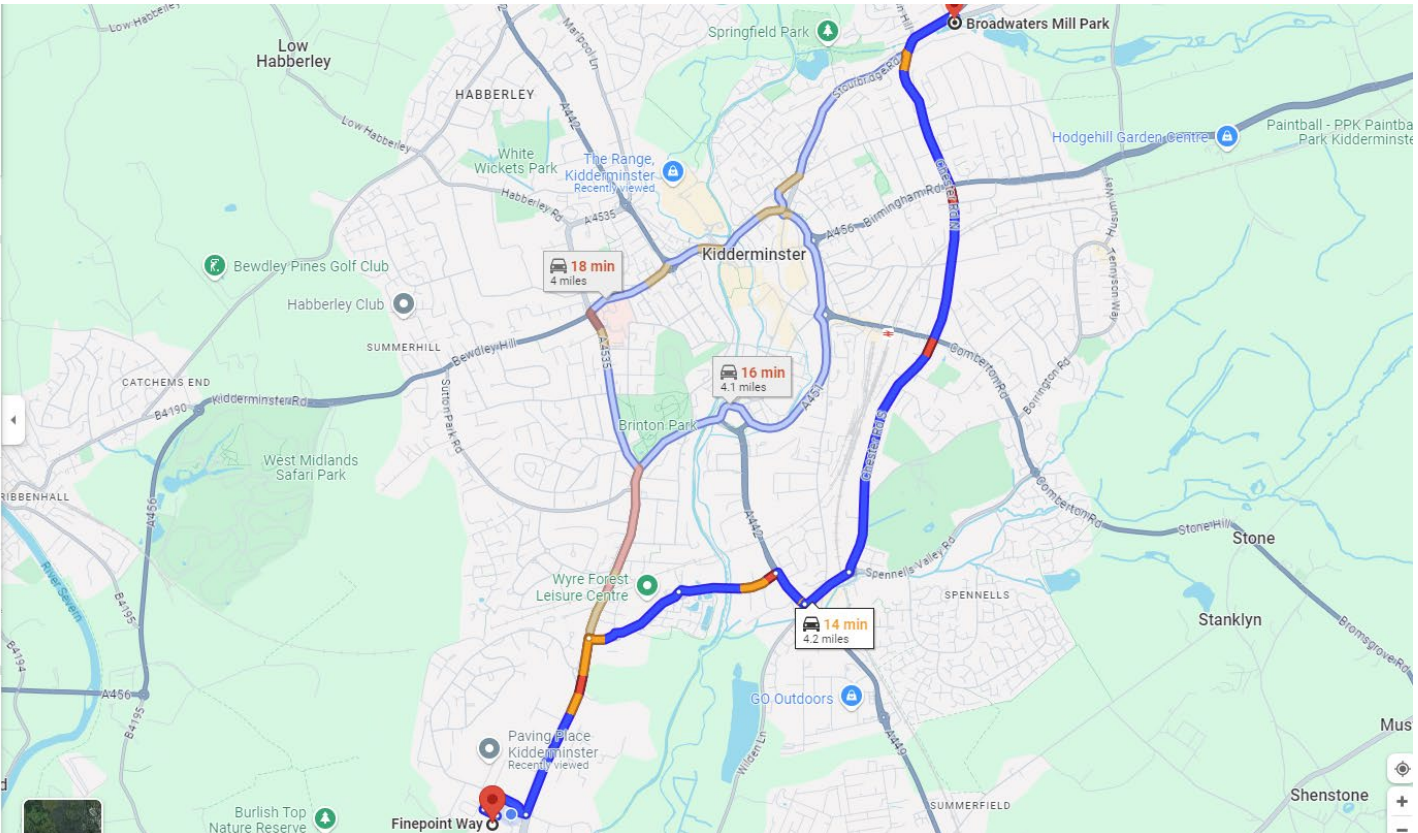
Restaurants

Hotels

Petrol stations

Car Places

More

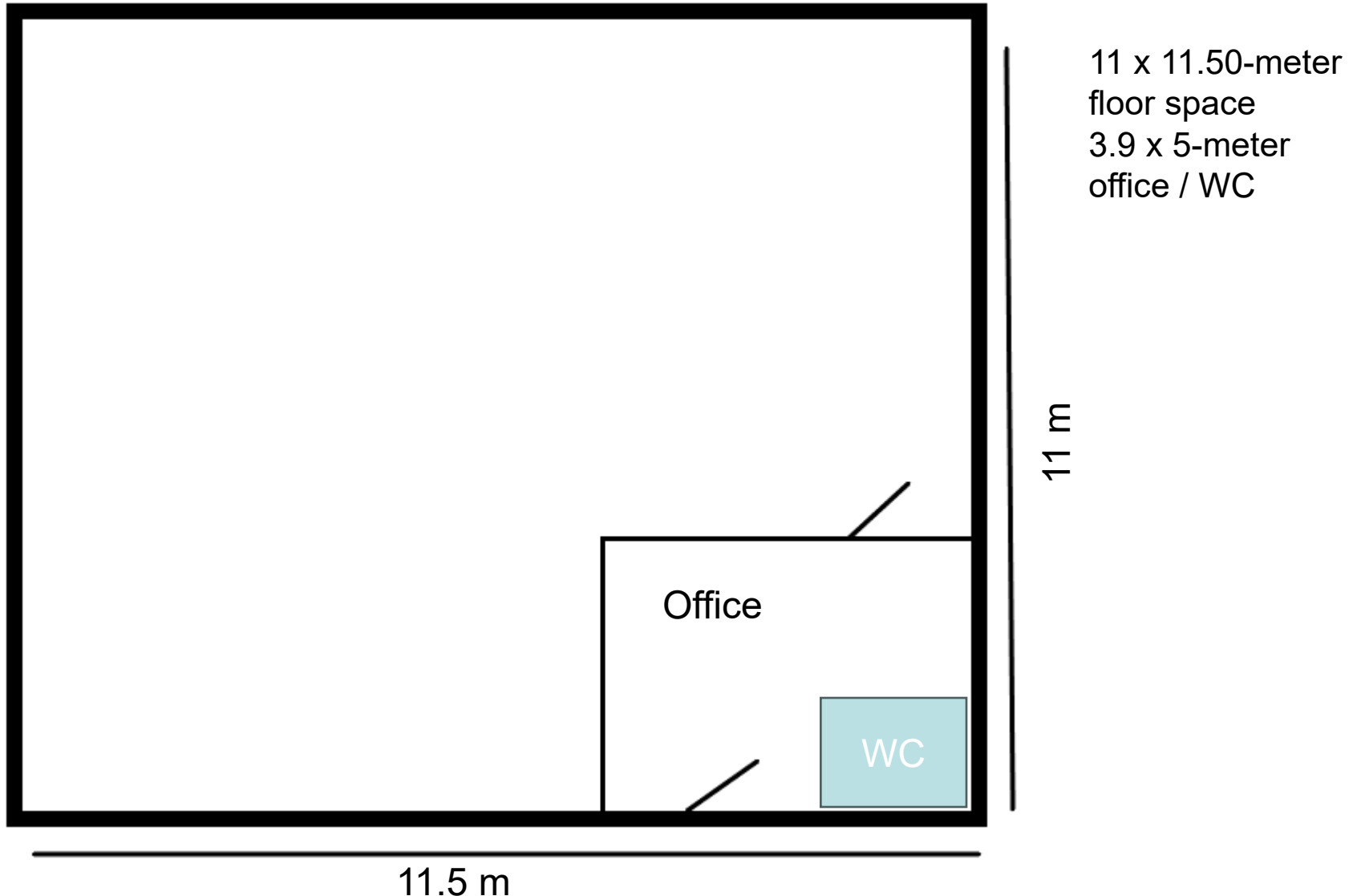


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# Unit 4 Forest Park















# Potential layout



# Conclusion

Establishing a centralised operational base at Unit 2, Forest Park, Silverwoods Way, is a strategic and necessary step for the Kidderminster Town Council. It will significantly enhance the efficiency, productivity, and environmental sustainability of the Public Realm and Operations Team, ensuring they can continue to maintain and improve the town's public spaces to a high standard. This proposal represents a sound investment in the future of Kidderminster's public services, ensuring the team is well-equipped and well-positioned to meet both current and future challenges.

This business case is submitted for approval, recognising the critical need for an efficient, centralised base to support the continued success of the Public Realm and Operations Team.

**KIDDERMINSTER TOWN COUNCIL  
TOWN COUNCIL MEETING  
Wednesday 4<sup>th</sup> September 2024**

**PUBLIC REPORT TO TOWN COUNCIL****AGENDA ITEM 7. Sealing of Deed**

To resolve to affix the Council's seal to the Deed of Surrender of Part and Variation of the Town Council's lease of offices at Wyre Forest House.

**BACKGROUND**

Prior to the transformation project commencing at the Town Hall, the staff transferred to office accommodation at Wyre Forest House. The Town Council entered into a lease with Wyre forest District Council office accommodation at Wyre Forest House on 24<sup>th</sup> November 2022. The accommodation comprises the open plan office space occupied by the KTC team, a stand-alone office for the CEO and a room occupied by the Worcestershire registrars.

The CEO's office was in the corner of a much larger office space for which the District Council recently secured a tenant. In order to complete the tenancy agreement, possession of the CEO's office was required. As the CEO spends the vast majority of his time with the rest of the KTC team, the office was generally used for storage purposes. The District Council offered the CEO alternative storage space for the items in the office space in order to secure the new tenants. Given the circumstances, the Town council was willing to facilitate the District Council to secure the new tenancy.

Initially the alternative space was offered at a discounted rate, but as the CEO's office was required in order to secure the overall deal, it was agreed that the store would be provided at no cost to the Town Council, for the rest of our tenancy at Wyre Forest House.

This has resulted in a rent reduction for the Town Council from £19,500 per annum, down to £13,694 per annum (£5,806) for the remainder of the tenancy.

**ACTION REQUIRED**

To give effect to these arrangements the District Council has drafted a "Deed of Surrender of Part and Variation" of the lease with the Town Council. A copy of the Deed is attached.

Under the Council's Standing Orders:

**22. EXECUTION AND SEALING OF LEGAL DEEDS**

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **[Subject to standing order 23(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer.]**

### FINANCIALS

As above, a reduction in annual rent from £19,500 per annum, down to £13,694 per annum.

### RECOMMENDATION

That the Council resolves to seal the Deed of Surrender and Part Variation of the of the Town Council's lease of offices at Wyre Forest House.

Hugh Peacocke, Chief Executive Officer.

21 August 2024.

## **Parties**

- (1) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House, Finepoint Way, Kidderminster DY11 7WF (**Landlord**)
- (2) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster DY10 1DA (**Tenant**)

## **BACKGROUND**

- (A) This deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.

## **Agreed terms**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

#### **1.1 Definitions:**

**Annual Rent:** the rent of £19,500 reserved as the “Principal Rent” pursuant to the Lease.

**Lease:** a lease of the Property dated 25 November 2022 and made between the Landlord (1) and the Tenant (2), and all documents supplemental or collateral to that lease.

**Plan:** the plan annexed to this deed.

**Property:** the premises as more particularly described in and demised by the Lease.

**Remaining Property:** all that part of the Property, which is not surrendered by this deed.

**Surrendered Property:** that property on the first floor of Wyre Forest House, shown edged red on the Plan and forming part of the Property.

**VAT:** value added tax chargeable in the UK.

#### **1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

#### **1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



- 1.4 References to the Property, the Surrendered Property and the Remaining Property include any part of them.
- 1.5 A reference to **writing** or **written** excludes fax and email.
- 1.6 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.9 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2. Surrender of part**

- 2.1 In consideration of:
  - (a) the Landlord paying one pound (£1.00) (excluding VAT) to the Tenant (of which the Tenant acknowledges receipt); and
  - (b) the Landlord and the Tenant granting the releases contained in clause 4;  
the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Surrendered Property and the Landlord accepts the surrender of the Surrendered Property.
- 2.2 The residue of the term of years granted by the Lease shall, so far as it relates to the Surrendered Property, merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

## **3. Repayment**

The Landlord agrees to reimburse the Tenant, within ten working days following completion of this deed, for any amount of Annual Rent paid in advance under the Lease in respect of the Surrendered Property attributable to any period after completion of this deed.

## **4. Releases**

- 4.1 Subject to clause 4.2:
  - (a) the Landlord releases the Tenant from all the tenant covenants of the Lease in so far as they relate to the Surrendered Property but without prejudice to any liability that has accrued before completion of this deed; and

- (b) the Tenant releases the Landlord from all the landlord covenants of the Lease in so far as they relate to the Surrendered Property but without prejudice to any liability that has accrued before completion of this deed.

4.2 The releases set out in clause 4.1(a) and clause 4.1(b) are conditional upon the surrender of the Surrendered Property pursuant to clause 2.1 taking effect so that, if the surrender of the Surrendered Property pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 4.1(a) and clause 4.1(b) shall also not take effect.

## **5. Variations to the Lease**

Without prejudice to clause 2.2, from the date of this deed (and subject to the surrender referred to in clause 2.1), the terms of the Lease shall be varied as set out in Schedule 1, otherwise the covenants, conditions and other provisions contained in the Lease are to apply in full force and effect to the Remaining Property as they previously applied to the Property.

## **6. Endorsement of this deed**

On the date of this deed, the Landlord and Tenant shall endorse a memorandum of this deed on the Lease and its counterpart respectively. The memorandum shall state that:

"Part of this Lease has been surrendered and provisions have been varied by a Deed of Surrender of Part and Deed of Variation dated 2024 and made between Wyre Forest District Council (1) and Kidderminster Town Council (2)".

## **7. Third Party Rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

## **8. Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **9. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Variations to the Lease**

### **Variations to the Lease**

- 1.1 Every reference in the Lease to the Property shall mean to the Remaining Property.
- 1.2 The Annual Rent shall be reduced to Thirteen thousand, six hundred and ninety four pounds (£13,694) per annum, which shall be charged on the Remaining Property in exoneration of the Surrendered Property and which shall be payable as provided in the Lease.

The **COMMON SEAL** of **WYRE  
FOREST DISTRICT COUNCIL**  
was hereunto authenticated in  
the presence of:

.....  
Authorised Signatory

**EXECUTED** as a **DEED** on behalf of  
**KIDDERMINSTER TOWN COUNCIL** by  
two authorised signatories:

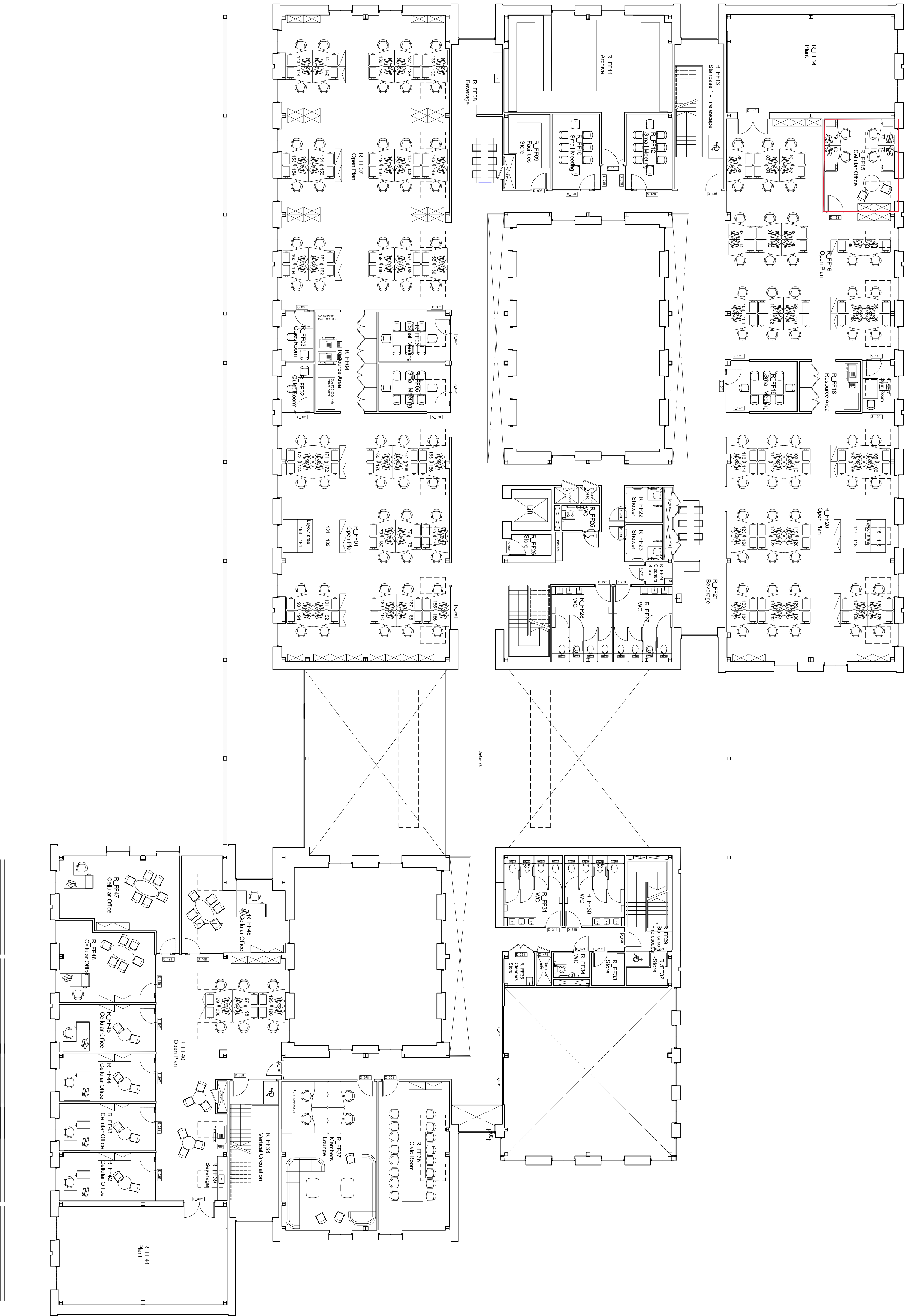
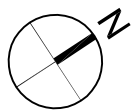
.....  
Councillor

.....  
Councillor

Contractors are not to scale dimensions from this drawing

NOTES:-

All structural steelwork, concrete slabs, foundations shown as per Structural Engineers drawings issued 03.11.10.  
All structural steelwork, connections, concrete slabs, foundations etc. refer to latest Structural Engineers design & details.  
For all NBS references given refer to Broadway Malyan NBS Specification Document.



AB	19/04/12	EG	ME	ME	As Built Issue.
REV	DATE	DW	CK	AP	DESCRIPTION

**BroadwayMalyan BM**  
**Architecture Urbanism Design**  
Interchange Place  
151-165 Edmund Street  
Birmingham  
B3 2TA  
T: +44 (0)121 236 2030  
F: +44 (0)121 237 2080  
E: BM@BroadwayMalyan.com  
www.BroadwayMalyan.com

Client  
**Wyre Forest District Council**  
Project  
**Wyre Forest District Council  
Civic Offices**  
Description  
**GA  
First Floor Plan**

Status		
<b>As Built</b>		
Scale	Drawn	Date
1:125@A1	AG	06.07.10
Job number	Drawing number	Revision
27615	A-03-02	AB

**Kidderminster Town Council**

Work Programme for Full Council Meetings for the Municipal Year 2024/25.

**Standing Items on each (ordinary meeting) agenda:**

1. Apologies
2. Declarations and Dispensations
3. Approval of Minutes of previous meeting and noting Committee minutes
4. Questions/ Petitions from members of the Public
5. Town Mayor's Report
6. Town Hall Update
7. St. George's Paddling Pool update

**Other items of Business**

<b>Meeting Date</b>	<b>Item</b>
<b>23 May 2024</b>	<b>Committees and appointments</b> Review terms of refence and memberships of any Committees that the Council wishes to appoint
	<b>To make appointments to outside bodies</b>
	<b>To review Standing Orders and make any amendments agreed.</b>
	<b>Approve Member-Officer protocol</b>
	<b>Strategic Risk Register</b>
<b>26 June 2024</b>	<b>End of Year Statutory Accounts</b> To receive the Annual Return, Approve each section of the Annual Governance Statement and adopt the accounts and the Mayor to sign them, To note the date for the exercise of electors' rights
	<b>To review the Council's Financial Regulations</b>
	<b>To set up the Strategy / Vision working Group</b>
	<b>Civic and community events</b>
	<b>Appointments to Outside bodies</b>
	<b>Approve Bio-diversity Policy</b>
<b>29<sup>th</sup> July 2024 (Extra)</b>	<b>Regenerating Kidderminster</b>
	<b>Operational Services Depot</b>
	<b>Devolution Programme</b>
	<b>Internet banking</b>
<b>4 September 2024 (Extra)</b>	<b>Devolution Programme</b>
	<b>Operational Services Depot</b>
	<b>Sealing of variation Deed re office accommodation at WFH</b>
<b>23 October 2024</b>	<b>Budget for 2024/25- Timetable</b> Councillors are invited to make the RFO aware of any particular projects that may need to be undertaken in 2025/26, so that they may be referred to the relevant Committee for consideration
	<b>Kidderminster BID Presentation</b>
	<b>Climate Change</b>
<b>22 January 2025</b>	<b>Town Council Vision 2025-2029</b>
	<b>2025/26 Budget and Precept</b>
	<b>Schedule of meetings for the municipal year 2025/26</b>
<b>16 April 2025</b>	<b>Nomination of Mayor Elect and Deputy Mayor</b>
	<b>Annual Review of Strategic Risk register</b>