



11th April 2025.

The meeting of **KIDDERMINSTER TOWN COUNCIL** will be held at **6:00PM** on **WEDNESDAY 16th APRIL 2025** in the **COUNCIL CHAMBER, WYRE FOREST HOUSE** when all Members of the Council are summoned to attend.

Yours Sincerely

Hugh Peacocke
Chief Executive Officer

Membership: Councillors G. Connolly (Mayor), J. Aston, J. Beckingham, B. Brookes, D. Chambers, L. Carroll, V. Caulfield, B. Connor, M. Crosby, H. Dyke, N. Gale, D. Hine, S. Hollands, M. McDonnell, S. Miah, F. Oborski (MBE), M. Rayner 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 22nd January 2025.

5. Kidderminster and District Youth Trust

To receive a presentation on the work of the Trust.

6. Town Mayor's Report (Appendix 2)

To receive a report from the Town Mayor, Councillor George Connolly.

7. Notice of Motions

7.1 Received from Councillor Mark Crosby:

“That this Council calls on The Home Office and the relevant authorities to exercise the UK Wide Blitz on illegal workers in the town of Kidderminster”

(Reference: [UK-wide blitz on illegal working to strengthen border security - GOV.UK](#))

7.2. Proposed by Councillor Fran Oborski, seconded by Councillor Helen Dyke:

“ The Council notes with concern that the Police and Crime Commissioner is currently consulting staff on two proposals:

1. Reducing the operating hours of PCSO’s so that they finish work at 8pm.
2. Removing the School Liaison PCSOs who are currently attached to local High Schools.

The Council believes that (1) will mean a serious loss of service to our local communities as it will reduce operational capacity during light evenings when there is often a considerable amount of ASB and that (2) will put at risk the positive relationships which have been built up between the PCSOs and Safer Neighbourhood Teams and local school students which will reduce young people’s confidence in the Police.

The Council therefore calls on the PCC to reconsider these proposals and focus on back-office functions, rather than reducing services to the public”

8. Town Hall update (Appendix 3)

- A) To resolve to grant an easement to Cadent Gas Limited and execute the deed for same.
- B) To receive an update on the progress of the Town Hall Transformation project

9. Nomination of Mayor Elect and Deputy Mayor for 2025-26 and approval of Mayor’s Charities for 25-26 (Appendix 4)

10. Annual Review of Strategic Risk Register (Appendix 5)

To review the Council’s Strategic Risk Register.

11. Review of Committees’ Terms of reference for 25-26 (Appendix 6)

To review the terms of Reference for Committees of the Council.

12. Minutes of Committee meetings held since the last meeting of Full Council

The minutes of the following meetings have already been circulated and members are asked to note:

- 12.1 The minutes of the Planning Committee meetings held on 23rd January, 25th February and 24th March 2025
- 12.2 The minutes of the Town Hall Committee held on 29th January and 27th March 2025
- 12.3 The minutes of the Services Committee held on 27th February 2025
- 12.4 The minutes of the Staffing Committee held on 3rd March 2025

(Note: the Chairs of each Committee will be asked to introduce each set of minutes and may choose to give a brief overview of notable matters from the meeting, for information. It is the responsibility of each committee to approve its own minutes)

13. St. George's Park Paddling Pool (Appendix 7)

To receive an update from the Services Committee.

14. The Forward Work Programme (Appendix 8)

To note the Forward Work Programme for Full Council for 2025/26 and consider any additions.

15. Exclusion of the Press and Public

RECOMMENDED in terms of Schedule 12A, Local Government Act 1972, the following items will be likely to disclose exempt information relating to financial and contractual information and it is, therefore, **RECOMMENDED** that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded.

16. Update on finances for the Town Hall Transformation Project

To receive an update and agree any financial arrangements needed to complete the project.

**KIDDERMINSTER TOWN COUNCIL
TOWN COUNCIL**

**Minutes of the meeting held at 6pm on Wednesday 22 January 2025
In the Council Chamber, Wyre Forest House**

Present:

Councillors George Connolly (Town Mayor), John Beckingham, Liam Carroll, Vicky Caulfield, Bernadette Connor, Helen Dyke, Doug Hine, Steve Hollands, Mary McDonnell, Shazu Miah and Mary Rayner.

In Attendance

Hugh Peacocke, Chief Executive Officer.

APOLOGIES FOR ABSENCE

Councillors Nicky Gale and Mike Smith.

72. DECLARATIONS OF INTEREST

Councillors Liam Carroll, Fran Oborski and Mary McDonnell declared their membership of the Save the Paddling Pool Group.

Councillor Mary Rayner declared her membership of the Friends of St. Georges Park.

Councillor Ben Brookes declared that he was a member of the Kidderminster Civic Society.

73. PUBLIC QUESTION TIME

None

74. MINUTES

RESOLVED: To approve the minutes of the meeting of Kidderminster Town Council held on 10th October 2024.

75. TOWN MAYOR'S REPORT

The meeting received a report from the Town Mayor, Councillor George Connolly, on the events he had supported and attended as Town Mayor on the events he had attended since the last meeting of Full Council.

All Councillors joined the Mayor to welcome back Cllr Fran Oborski and to wish her well as she continued her journey to recovery.

He also wished the best of luck to all the candidates in the forthcoming Town Council by-election.

76. Town Hall Update

76.1 The CEO updated members on the progress of the Town Hall Transformation project. The meeting noted that the Town Hall had been damaged during Storm Darragh and that the costs were being claimed through the Council's insurance.

76.2 The Mayor invited Mr. Ross Brearley, from Glenn Howell Associates to present the proposals for the plinth on the front of the Town Hall.

Mr. Brearley explained that the purpose of the plinth was to improve access to all of the Town Hall entrances and to provide a frontage which linked the 2 sections of the building. A major feature of the plinth was the wheelchair slope, giving access to the Courtyard and the Civic Entrance. The overall design was acceptable and 2 options were presented, 1 with a handrail on the wheelchair slope and one without that rail.

Mr. Brearley also presented proposals for the re-use of the metal railings on the front of the Town Hall.

RESOLVED:

- A) To approve the proposal for the plinth on the front of the Town Hall which would include a handrail along the wheelchair slope, and
- B) To approve the proposals for the re-use of the metal railings and other heritage artefacts on the front of the Town Hall.

77. Public Consultation report

The Council received a report from the CEO detailing the responses received from the recent public consultation. The CEO told the meeting that the Vision Working Group had considered the outcomes of the consultation and that these would be reflected in the proposed Vision 2025-2029. The CEO thanked the Communications and Engagement team at the District council for their assistance and support in the consultation process. The meeting thanked the officers for their work in the process and agreed that the survey was a valuable resource for the Council.

78. Vision 2025-2029

The Council considered the draft Vision proposals received from the Vision Working Group.

Members thanked the Working Group, CEO and the officers for their work in preparing the Vision.

RESOLVED:

- A. To Approve the draft Vision, 2025 to 2029,
- B. To direct Officers to prepare an action plan for the delivery of the Vision, and
- C. To amend the Terms of Reference of the Finance and Overview Committee so that the Committee can approve the Action Plan and monitor progress on its delivery.

79. The Budget and Precept for 2025-26

The CEO presented the draft budget for 20256-26, as recommended by the Finance and Overview Committee.

Members thanked the CEO for the constructive and open process during the preparation of the budget process and for the briefing for all members on 19th December. They also thanked the officers and Committees of the Council for their input into the budget

RESOLVED: To approve an overall budget of £3,730,144 for the financial year 2025-26 and to raise a precept of £1,224,286 towards this expenditure for the financial year 2025/26.

Members asked that the Council look to have a leaflet explain the precept included with the Council Tax bills for households in Kidderminster Parish area.

80. Climate Change

The meeting considered a report on how the Council might respond to the Climate Emergency which the Council had declared in 2021. The members thanked the CEO for the excellent report.

RESOLVED:

- A) To ensure that the activities of the Town Council are carbon neutral by 2035.
- B) To promote biodiversity across the Council's parks and open spaces.
- C) To actively encourage and support actions that will make Kidderminster as a whole more environmentally sustainable, and
- D) To expand the remit of the Biodiversity Working Group to address the climate emergency, including the above actions and that the Working Group presents a draft Action Plan for approval at the October meeting of the Council.

81. Appointments to Outside Bodies

- 81.1** Councillor George Connolly was appointed as a trustee on The Clare Witnell and Edward Blount Charity.
- 81.2** Councillor Ben Brookes was appointed to attend meetings of the Kidderminster Civic Society
- 81.3** The Council, sitting as the Trustee of the Kidderminster Education Foundation, appointed Councillor George Connolly to chair the meeting. The Trust set up a Management of 3 members of the Trust, to manage the finances and grant applications of the Foundation.

Councillors Fran Oborski, Liam Carroll and Helen Dyke were appointed to the Management Committee.

82. St. George's Paddling Pool update

The Council received the update from the Council's Public Realm and Operations Manager.

Cllr. Fran Oborski proposed the following motion in this matter:

- *This Council aims to re-open the St. George's Park Paddling Pool for Summer 2026.*
- *The Services Committee and the Working Group should address this aim and make their recommendations to Full council in April 2025.*
- *The Council meeting in April should authorise officers to carry out any research, including public consultation, if required, as well as full financial costings, etc, so that this matter can be properly assessed in Budget 26-27, with our aim to re-open for Summer 2026.*

Cllr. Mary McDonnell seconded the motion and a named vote was called, which resulted as follows:

Councillors G. Connolly (Mayor),	Abstained
J. Aston,	For
J. Beckingham,	For
B. Brookes,	For
D. Chambers,	For
L. Carroll,	For
V. Caulfield,	For
B. Connor,	For
H. Dyke,	Abstained
D. Hine,	Abstained
S. Hollands,	For
M. McDonnell,	For
S. Miah,	For
F. Oborski (MBE),	For
M. Rayner	For

83. Committee Meetings

The minutes of the Committee meetings held since the October meeting of the Council have been sent to Members and published on the Council's website:

- The Planning Committee meetings held on 29th October, 26th November and 18th December 2024, chaired by Councillor Doug Hine
- The Town Hall Committee on the 16th December 2024, chaired by Councillor John Beckingham,
- The Civic, Community and Events Committee on the 14th January 2025, chaired by Councillor Mary Rayner; Cllr. Rayner told the meeting that the Committee had agreed 2 extra events in 2025, to commemorate the 80th anniversaries of VE Day and VJ Day and a beacon would be provided,
- The Operational Services Committee held on 10th December 2024 chaired by Councillor Liam Carroll,

- The Finance & Overview Committee meeting held on 16th January, chaired by Deputy Chair, Councillor Helen Dyke, and
- The Staffing Committee meeting held on 3rd December 2024, chaired by Councillor Helen Dyke

84. Schedule of meetings 2025-26

The council noted the schedule of meetings planned for the Municipal Year 2025-26

85. Notice of Motion

Received from Councillor Helen Dyke:

“Kidderminster Town Council calls on the planning authority, Wyre Forest District Council, to consider naming a road or street in the parish of Kidderminster, in honour of the late Bob Fleming who worked for many years in the role as Mayor’s Officer for the Charter Trustees of Kidderminster.”

The motion was seconded by Councillor Fran Oborski and unanimously supported.

86. Full council forward work programme 2024-25

The Mayor presented the Forward Programme and invited members to comment or propose any additions for future meetings.

It was noted that the Kidderminster District Youth Council would be presenting to the next meeting on 16th April.

It was agreed that the bus companies operating in Kidderminster should be invited to attend a future meeting of Full Council.

The Meeting concluded at 8.08 pm.

Signed: _____
Town Mayor

Date: _____

Mayors Announcements

Firstly, I would like to welcome Cllr Mark Crosby to the Council and congratulate him on his victory in the recent Broadwaters by-election.

As we progress through 2025, I am pleased to share the latest developments and achievements within our community over the past few months I have attended multiple events seeing a wide range of people from our communities. A particular highlight was in February, alongside the High Sheriff of Worcestershire, Charles Moyle JP, I had the privilege of visiting several local charities and educational support services. These visits underscored the vital work being done within our community to support those in need.

On March 7th, the Mayor's Charity Ball was held at Spring Grove House within West Midlands Safari Park. I am delighted to report that the event raised £4,763.33 in support of the Motor Neurone Disease (MND) Association. I extend my heartfelt gratitude to everyone who attended and contributed to this important cause.

I have also written a letter to a Kidderminster resident Ryan aged 8 after I heard the remarkable story on BBC Hereford and Worcester of how he saved his mother's life by phoning for an ambulance when she needed help. At just 8 years old, he showed bravery, intelligence, and responsibility far beyond his years, and he is a true example to all of us. His actions were nothing short of heroic, and I'm sure all members will join me in congratulating him.

Events attended since last full council;

26/01/2025- Holocaust commemoration- St Mary and all saints church

26/01/2025- Mayor of the city of Worcester- Civic service

06/02/2025- Mayor and High Sheriff Visiting Local Charities and Community Groups

06/02/2025- BetaDen showcase 2025 (Deputy)

07/02/2025- Mayor's Ball Meeting

12/02/2025- Twinning association meeting

13/02/2025- Mayor of Redditch Afternoon tea (Deputy)

25/02/2025- Planning Committee meeting (Deputy)

01/03/2025- Joint chairman's ball- Stone manor

05/03/2025- Homestart AGM (Deputy)

05/03/2025- Mayor of Worcester Tea party with Lord Lieutenant and high sheriff (Deputy)

07/03/2025- Mayor's ball

07/03/2025- Opening Age UK

08/03/2025- Mayor of Stourport- Cheese and wine (Deputy)

13/03/2025- Staffing committee

15/03/2025- Wyre Forest Symphony Orchestra concert (Deputy)

19/03/2025- Twinning association AGM

21/03/2025- Wyre Forest young voices concert

Mayors Announcements

24/03/2025- Planning Committee meeting(Deputy)

26/03/2025- Volunteers awards

27/03/2025- Town Hall Committee (sub)

29/03/2025- Kidderminster choral society concert

04/04/2025- Meeting Steven Duffield(raising money for Acorns) at Wyre forest house

04/04/2025- Nicholsons court- Opening of new housing development

04/04/2025- Mayor of Worcester- Spring concert (Deputy)

Upcoming Events

Please mark your calendars for May 8th, when we will commemorate the 80th Anniversary of VE Day at St Mary and All Saints Church. This event promises to be a meaningful occasion for our community to honour this significant milestone.

Lastly, as this is the last full council meeting before Mayor making, I would like to extend my heartfelt thanks to all my fellow councillors for their unwavering support throughout my tenure as Mayor of Kidderminster. Your guidance, collaboration, and dedication have been truly appreciated and have made this past year a rewarding and memorable experience. It has been an honour to serve alongside such committed individuals working in the best interests of our town.

Report on Agreement for Deed of Easement (“the Agreement”) dated 9 April 2025
relating to Land to the front of the Town Hall, Vicar Street, Kidderminster between
Kidderminster Town Council (“KTC”) (1) Cadent Gas Limited (“Cadent”) (2)

Please see below some brief report notes on the Agreement but please always read the full Agreement (and the Deed of Easement once it has been completed) prior to any works (no matter how minor) being carried out to the surface of the land shown coloured pink on the plan attached to the Agreement.

Please also, for background, refer to the emails and conversations that were considered prior to KTC’s agreement of the terms of the Easement.

Clause 2 - agreement to withdraw objection:

This clause provides the mechanism for Cadent to withdraw their objection to the stopping up order (and will not put in any further objections). There is no fixed date but Cadent have agreed to do this “as soon as reasonably possible”.

Clause 3 – roadway:

KTC are to progress the Stopping Up order as soon as reasonably practicable and use reasonable endeavours to comply with queries and requisitions and pay for all costs of the DoT.

As soon reasonably practicable KTC are to apply to register the land to the front of the Town Hall under the “*middle of the road*” rule. Once the application is completed KTC will send a copy of the title to Cadent.

Annexure 1 - Deed of Easement:

Once the terms of the Agreement have been satisfied, KTC will grant Cadent a Deed of Easement in perpetuity in the form set out in Annexure 1 of the Agreement. Brief details are as follows:

- *Easement Strip:*

The land affected is shown coloured pink on the plan at the end of Deed of Easement the “**Easement Strip**”. Please always consider the Deed of Easement when you have any plans in relation to the Easement Strip.

- *Rights grant to Cadent:*

Please see the definition of “Easements”, “Pipeline” and “Works” set out in clause 1 of the Deed of Easement. These are very wide rights relating to rights for Cadent to access the Easement Strip and carry out the Works (both now and in the future).

- *Covenants given by Cadent to KTC:*

Please see clause 3 of the Deed of Easement. These covenants are given to protect the land. If you have any concerns about Cadent's use of the land in the future, please check this clause to check that Cadent are compliant.

- *Covenants given by KTC to Cadent:*

Please see clause 4 of the Deed of Easement. Please familiarise yourself with the provisions of this clause. Some of the terms are, as we have previously discussed, onerous. Fundamentally, the provisions of this clause are put in place to protect the Pipeline. However, some of the provisions, such as getting consent of Cadent to install bin – see clauses 4.2.3 and 4.2. These steps will need to be followed at KTC's cost and further KTC may be required to pay Cadent's costs in giving their approval of the same.

Dated 2025

AGREEMENT TO REMOVE OBJECTION TO
STOPPING UP ORDER AND TO GRANT A DEED
OF GRANT OF EASEMENT

between

(1) Kidderminster Town Council

and

(2) Cadent Gas Limited

Relating to land at Exchange Place, Kidderminster
Town Hall, Vicar Street, Kidderminster, DY10 1DA

THIS AGREEMENT is dated the day of 2025

PARTIES

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, DY10 1DB **(the Grantor)**
- (2) **CADENT GAS LIMITED** incorporated and registered in England and Wales with company number 10080864 whose registered office is at Cadent, Pilot Way, Ansty, Coventry, CV7 9JU **(the Grantee)**

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this clause apply in this contract.

Completion Date: the date which is five Working Days after

the service of a notice by the Grantor in accordance with clause 3.3 or earlier by agreement;

Deed of Grant of Easement: a deed of grant of easements in the form annexed hereto in Appendix 1 granting easements over the Strip of Land;

Grantee's Conveyancer: Eversheds Sutherland (International) LLP of 115 Colmore Row, Birmingham B3 3AL (ref: Dockerc/360199.000024);

Grantor's Conveyancer: Legal Department of Wyre Forest District Council, Wyre Forest House, Finepoint Way, Kidderminster, Worcestershire, DY11 7WF (ref: Charlotte Beswick);

Grantor's Land: the land owned by the Grantor and registered at Land Registry under Title Number WR103284 which is situate at Town Hall, Vicar Street, Kidderminster, DY10 1DA;

Roadway: part the roadway known as land at Vicar Street, Kidderminster, DY10 1DA which lies immediately adjoining the Grantor's Land and which is currently adopted but which part of (including the Strip of Land) is the subject of the Stopping Up Application;

Stopping Up Application: the application for the stopping up order in respect of the Roadway made by the Grantor to the Secretary of State for the Department of Transport and assigned reference NATTRAN/WM/S247/5326 by the Department of Transport;

Stopping Up Order: the stopping up order to be issued by the Secretary of State for the Department of Transport pursuant to the Stopping Up Application;

Strip of Land: the part of the Roadway which is shown coloured pink on the plan annexed to the Deed of Grant; and

Working Day: any day from Monday to Friday inclusive which is not Christmas Day Good Friday or any other public holiday.

1.2 The rules of interpretation in this clause apply in this contract.

1.3 A **person** includes a corporate or unincorporated body.

1.4 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.6 **Writing** or **written** excludes faxes and e-mail.

1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.

1.8 Clause and Schedule headings do not affect the interpretation of this contract.

2. AGREEMENT TO REMOVE OBJECTION

2.1 As soon as reasonably practicable after the date hereof the Grantee will withdraw its objection to the Stopping Up Application by written notification to the Secretary of State for the Department of Transport.

2.2 On issue the Grantee shall forward to the Grantor a copy of its withdrawal of objection notification.

2.3 The Grantee shall not after the date hereof make any further objection to the Stopping Up Application.

3. REGISTRATION OF ROADWAY

3.1 As soon as reasonably practicable after the date hereof the Grantor will use reasonable endeavours to comply with any queries or requisition of the Department of Transport in respect of the Stopping Up Application and pay all reasonable costs of the Department of Transport in respect of such application.

3.2 As soon as reasonably practicable after the date hereof the Grantor will apply for the Strip of Land to be registered at the Land Registry in the Grantor's name under the ad medium

filum rule and will use reasonable endeavours to comply with any requisitions raised by the Land Registry in respect of such application.

- 3.3 Within five Working Days of receipt from the Land Registry of the completed registration, the Grantor shall notify the Grantee of registration and provide the Grantee with a copy of the completed title register and filed plan.

4. COMPLETION

Following the Grantor's notice given to the Grantee as referred to in Clause 3.3, the Grantor and the Grantee will on the Completion Date complete the Deed of Grant for the consideration of one pound (£1.00).

5. NOTICES

For the purposes of service of notice under this contract:

- 5.1 any notice served on the Grantee must be served by recorded delivery post to the Grantee's solicitors; and
- 5.2 any notice served on the Grantor must be served by recorded delivery post to the Grantor's solicitors.

6. ENTIRE AGREEMENT

- 6.1 This contract and any documents annexed to it constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this contract.
- 6.2 This contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

7. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

8. GOVERNING LAW AND JURISDICTION

This contract and any non-contractual obligations arising from or in connection with it will in all respects be governed by and interpreted in accordance with English law. The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction over any dispute arising from or in connection with this contract or relating to any non-contractual obligations arising from or in connection with this contract.

9. ACKNOWLEDGMENTS

The parties agree that the Grantor is responsible for all reasonable and proper costs of the Grantee in respect of the completion of this contract and the associated Deed of

Grant of Easement such costs not to exceed £3,000.00 plus VAT as well as reasonable disbursements.

This contract has been entered into on the date stated at the beginning of it.

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

.....
Councillor

.....
Councillor

Executed as a **DEED** by

as attorney for
CADENT GAS LIMITED
under a power of attorney dated
17 July 2024
in the presence of:

Witness signature:

Witness name:

Witness address:

ANNEXURE 1
Deed of Grant of Easement

DATE: 2025

**GRANT OF EASEMENT
OVER LAND AT EXCHANGE PLACE, KIDDERMINSTER TOWN HALL, VICAR
STREET, KIDDERMINSTER, DY10 1DA**

between

KIDDERMINSTER TOWN COUNCIL

and

CADENT GAS LIMITED

“Pipeline”: means the pipelines for the distribution or storage of gas or other ancillary materials and all necessary ancillary apparatus which Cadent operates in accordance with the Undertaking;

“Plan”: means the plan attached to this Deed;

“Undertaking”: means the gas distribution network which together with terminals, storage facilities and other apparatus including the Pipeline, which is owned by Cadent (a gas transporter within the meaning of Section 7 of the Gas Act 1986 as amended from time to time); and

“Works” means retaining, laying, constructing, inspecting, maintaining, repairing, protecting, using, enlarging, replacing, renewing, removing and rendering unusable the Pipeline, any other works in connection with the Undertaking, with workmen, vehicles, machinery and apparatus in upon, beneath and over the Easement Strip.

1.2 A *“person”* includes a natural person and any corporate or unincorporated body, whether or not it has separate legal personality.

1.3 Any obligation in this Deed not to do something includes an obligation not to allow or permit that thing to be done.

2. GRANT OF EASEMENTS

2.1 The Grantor grants the Easements to Cadent for the benefit of the Undertaking with full title guarantee.

2.2 The grant of the Easements is in exchange for:

2.2.1 the sum of one pound (£1.00) now paid by Cadent to the Grantor (receipt of which the Grantor acknowledges); and

2.2.2 the covenants given by Cadent in this Deed.

3. COVENANTS BY CADENT

3.1 In exercising the Easements, Cadent (so as to bind the Undertaking and for the benefit and protection of the Land) will:

3.1.1 take all reasonable precautions to avoid undue obstruction to or interference with the use of the Land and physical damage to the Land;

3.1.2 so far as is reasonably practicable make good all physical damage to the Land and will pay the Grantor for any physical damage not made good;

3.1.3 so far as is reasonably practicable keep the Pipeline in proper repair and condition and upon abandonment of the Pipeline or any part of it will notify the Grantor and render the Pipeline permanently safe;

3.1.4 pay all rates and taxes which may be imposed in respect of the Works or the Easements;

4. COVENANTS BY THE GRANTOR

4.1 The Grantor (so as to bind the Easement Strip) will:

- 4.1.1 not do, cause or allow anything to be done on the Easement Strip which may interfere with or cause damage to the Pipeline and will take all reasonable precautions to prevent such damage;
 - 4.1.2 not without the prior consent in writing of Cadent make or allow any material alteration to any part of the Easement Strip or any deposit of anything on any part of the Easement Strip (including the planting of any trees or shrubs) which may interfere with or obstruct the access to the Easement Strip or the Pipeline by Cadent or which may lessen or interfere with the support of the Pipeline by the surrounding soil and minerals or which may materially reduce the depth of soil above the Pipeline;
 - 4.1.3 in the event of the depth of soil above the Pipeline being materially reduced for any reason, work together with Cadent and act in good faith to agree upon and implement a resolution as soon as reasonably practicable in order to ensure safety and safe working conditions in the vicinity of the Pipeline;
 - 4.1.4 , not erect or allow the erection of any building or structure (whether permanent or temporary) or permanent apparatus in, through, upon or over any part of the Easement Strip; and
 - 4.1.5 subject to Clause 7.4 of this Deed, not be liable once it has parted with all its interest in the Land.
- 4.2 Subject to the Grantor complying with Clause 4.1 and 4.3, the Grantor will not be prevented from:
- 4.2.1 installing any necessary service pipes, drains, wires or cables; and/or
 - 4.2.2 carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or
 - 4.2.3 landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats),
in on over or under the Easement Strip.
- 4.3 Any works or activities under Clause 4.2 will be subject to the Grantor:
- 4.3.1 providing Cadent with all reasonable information that Cadent may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications); and/or
 - 4.3.2 carrying out works under Cadent's supervision (if reasonably required by Cadent); and/or
 - 4.3.3 obtaining Cadent's prior written consent (which will not be unreasonably withheld or delayed but may be given subject to reasonable conditions).

5. CADENT'S INDEMNITY

- 5.1 Subject to the Grantor complying with Clause 5.2, Cadent will indemnify and keep the Grantor indemnified against:

- 5.1.1 all actions which may be brought and all claims and demands which may be made against the Grantor arising from either:
- (i) negligence, default or omission by Cadent (or its contractors or agents or employees) in the exercise of the Easements); or
 - (ii) breach by Cadent (or its contractors or agents or employees) of the terms of this Deed;

except any such actions, claims or demands that are due to the neglect, default or omission of the Grantor (or its contractors or agents or employees); and

- 5.1.2 all losses, damages and expenses incurred by the Grantor arising from any damage or destruction of the Works or any escape of any gas or any other material from the Works where such damage, destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor's contractors, agents or employees.

5.2 The indemnities given by Cadent in Clause 5.1 are conditional upon the Grantor:

- 5.2.1 giving Cadent written notice of any actions, losses, damages, claims and expenses as soon as possible after becoming aware of them; and
- 5.2.2 not admitting liability to any third party, making any offer to settle, settling or compromising any actions, claims or demands without Cadent's consent; and
- 5.2.3 taking all reasonable steps to mitigate any losses or liabilities arising from any matter to which the indemnities relate; and
- 5.2.4 repaying to Cadent any money that Cadent has paid out pursuant to Clause 5.1 that the Grantor has recovered from a third party (including from any insurer); and
- 5.2.5 keeping Cadent informed in relation to the progress of any actions, claims and demands and paying due regard to Cadent's reasonable representations.

6. LAND REGISTRY

6.1 The Grantor consents to:

- 6.1.1 the registration of the Easements on the registered title to the Land; and
- 6.1.2 any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Land .

6.2 On completion of this Deed, Cadent shall at its own cost:

- 6.2.1 as soon as reasonably practicable, apply to the Land Registry to register the Easements and to enter a notice of any restrictive covenants against the registered title to the Land; and

6.2.2 as soon as reasonably practicable after the completion of the said application, supply an updated title register and plan to the Land to the Grantor.

7. DISPUTE RESOLUTION

7.1 The Grantor and Cadent will work together acting in good faith to resolve any dispute arising under this Deed.

7.2 Any dispute arising under this Deed not settled between the Grantor and Cadent will be decided by a single arbitrator agreed upon by the parties (or failing agreement to be appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors). The Arbitration Act 1996 (as modified or re-enacted) will apply to any reference. The arbitrator will decide the allocation of costs for the arbitration.

8. ADDITIONAL PROVISIONS

Service of Notices

8.1 All communications relative to this Deed will be addressed to the Grantor and/or Cadent at the addresses for each given above, their registered offices from time to time or such other addresses as they notify to each other in writing.

Joint and Individual Covenants

8.2 Where the Grantor comprises two or more persons, covenants by the Grantor will be treated as being made by them jointly and individually.

Dispositions by the Grantor

8.3 The Grantor and their successors in title will not bring any action or claim on any matter contained in this Deed where the cause of the action arises after the they have parted with their respective interests in the Land.

Severance

8.4 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Deed.

Third Party Rights

8.5 The parties to this Deed do not intend that any of its terms will be enforceable by any other person by virtue of the Contracts (Rights of Third Parties) Act 1999.

Statutory Rights

8.6 Nothing in this Deed will in any way restrict, reduce or detract from the statutory duties, rights or powers of Cadent.

IN WITNESS the parties have duly executed this Deed on the date stated at the start of this Deed.

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

.....
Councillor

.....
Councillor

Executed as a deed by)

.....)

as attorney for)

CADENT GAS LIMITED)

.....
Attorney

Under a power of attorney dated

17 July 2024

in the presence of:)

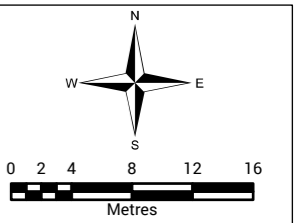
Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

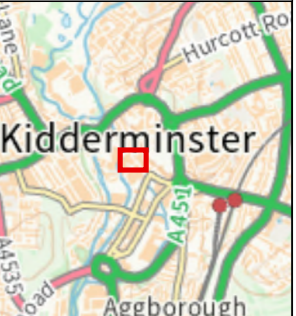
Address:

.....

Occupation:



OVERVIEW WINDOW



LEGEND:
 3m Easement

For Indicative Purposes Only

REVISION: A

CLIENT: **Cadent**
Your Gas Network

SCHEME: LS-11031 Exchange Place, Kidderminster Town Hall

TITLE: Easement Plan

FP: 105118-361

SCALE: 1:500 @ A3
 DATE: 19/08/2024

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DRAWING REF:
 Cadent-2024-08-RW-EP-LS-11031
 Exchange Place, Kidderminster Town Hall

Financial Statement Nr. 14
For
Kidderminster Town Council

**Kidderminster Town Hall
Vicar Street, Kidderminster**

31 March 2025



Date: 31/03/2025





Financial Statement Nr. 14
Kidderminster Town Council
Kidderminster Town Hall
Vicar Street, Kidderminster

Distribution Sheet **Our ref:** 15082 Kidderminster
Town Hall



DISTRIBUTION			
Date:	Issued to:	Name:	No:
31-Mar-25	Kidderminster Town Council	Hugh Peacocke	Nr 14
31-Mar-25	Kidderminster Town Council	Matt Smith	Nr 14
31-Mar-25	Kidderminster Town Council	Dale Evans	Nr 14
31-Mar-25	Gleeds	Neil McLeod	Nr 14
31-Mar-25	Gleeds	Ally Peerally	Nr 14
31-Mar-25	Gleeds	Stephen Jones	Nr 14

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Financial Statement Nr. 14
 Kidderminster Town Council
 Kidderminster Town Hall
 Vicar Street, Kidderminster

Approval Sheet

Document Status/Issue No:		Final	Date of Issue:	31/03/2025
Issued to:	Kidderminster Town Council & Gleeds		Job No:	15082 Kidderminster TH
	Name		Signature	
Author:	Conor Coley			
Approved:	Andrew Gillson			
Issued for and on behalf of Artelia UK by the above signatories.	Artelia UK High Holborn House 52-54 High Holborn London WC1V 6RL		Tel: +44 (0) 20 7269 0450	

FOREWORD

This report is issued by **Artelia Projects UK Ltd trading as Artelia UK**

1. This document has been prepared by **Artelia UK** with all reasonable skill, care and diligence within the terms of the contract with the Client and within the limitations of the resources devoted to it by agreement with the Client.
2. This document is confidential to the Client and **Artelia UK** accepts no responsibility whatsoever to third parties to whom this document, or any part thereof, is made known. Any such party relies upon the document at their own risk.
3. This document shall not be used for engineering or contractual purposes unless signed above by the author and the approver for and on behalf of **Artelia UK**, and unless the document status is 'Final'.

Notes/Exclusions

1. Exclusions

- a) VAT.
- b) Professional fees and expenses.
- c) Statutory fees, including Planning and S106 fees and contributions.
- d) Other development costs/charges that sit outside of the Contract; these include:
 - AV equipment and installation;
 - ICT hardware;
 - Costs associated with Party Wall agreements (surveyors fees etc);
 - Costs associated with Rights of Light;
 - Client security costs;
 - Cost of joint names building works insurance policy.

2. Activities within this period

- a) This report encompasses the financial effect of Contract Administrators Instruction's No. 1 - 106. Refer to section 2.2 for instructed CAI's. Some further anticipated instructions have also been included in this section.
- b) The report also includes for the estimated cost of any anticipated variations, either claimed by the contractor or expected to be instructed by the Contract Administrator. Refer to section 2.3.
- c) This report does not include any adjustments to client's budgets or any contingencies held outside of the Contract.
- d) No adjustment as yet included against likely scope review/reductions within the Stage Right AV/IT costs, currently being reviewed.
- e) Following a review of the provisional sums several have been identified as offering a potential saving. VO0067 accounts for the agreed reduction of provisional sums and a further meeting is planned to agree further savings.

3. Current risks and issues identified

- a) We note that there is no remaining contingency on the main project with the inclusion of the most recent variations. Costs are currently reported at £189,495.98 over the original budget, therefore the budget will need to be carefully managed for the remainder of the project to avoid a loss of financial control of the project

Project Cost Summary

Cost heading	Total Cost
Construction	
SMML Main Contract	£9,237,249
SMML PCSA	£138,556
Professional fees relating to any of the above (capital)	
Gleeds	£298,336
GHA	£666,775
GHA (Planning Amendments)	£6,479
MGAC (Principal Designer)	£14,467
Mann Williams	£138,396
Acoustic Hoare Lee	£31,085
Catering (Mark Hobbs)	£15,770
Hydrock	£216,132
Hydrock (Fire Engineer)	£5,000
Stage Right	£64,527
Artelia UK	£95,156
Artelia UK (enhanced to come)	£24,949
Access Included Ltd	£6,100
Other Costs	
Worcestershire Archaeology	£7,848
Invigour	£30,712
Planning, B'Regs	£438
Legal Costs (Osbourne Clark)	£5,000
Anthony Collins (Legal)	£16,933
Cavetto (Party Wall)	£2,375
Cogent	£3,420
Gallaghers (Insurance)	£32,420
FMG (Business Case)	£10,405
VAT Consultant	£0
FFE/Fit-out	£0
Surveys and investigations	£24,200
Consultation/exhibition/communications	£0
Worcestershire CC (L3 Building Report)	£2,650
Decant/recant	£16,754
Pre-opening costs	£40,000
Other costs from KTC Ledger	
Indigo Cultural Consulting	£34,950
Sainsburys & Catering	£232
Faerfield	£7,185
Buzzacott LLP	£8,500
Newsquest Media & Amazon	£423
Train tickets	£44
Facebook marketing	£43
Mark Radford Rating	£350
TJV	£0
Robinson Lowe Francis	£9,521
Reynolds	£4,950
Acivico	£500
Lang conservation, Ogilvie & Dracken	£27,639
Cawston - Peter Spencer	£1,715
Hire It Kidderminster	£130
Adrian Williams - Oak repairs	£100
Birmingham Scaffold	£1,500
Stephen Bellion - Organ survey	£2,500

Royal Mail - relocate postbox	£750
Severn Trent - diversion	£632
Wrye Council - remove bike stand	£4,261
EARJBROOK	£2,300
Energy Assets	£15,813
Stephen Carrigan - Sound & lighting	£98,876
WFDC Legal	£1,800
Podium	
Construction	£349,187
Services Diversion	£10,084
National Grid	£105,793
Cadent	£7,265
GHA Fees	£0
LANDCSAPE Fees	£31,640
Artelia UK	£0
Other	£20,000
Contingency	£0
Total Forecast Project Cost (Excl VAT)	£11,900,815

Key Data Summary - Dashboard

Costs		£
1	Contract Sum	8,549,615
4	Anticipated Outturn Costs of Contract with SMML (Excl. PCSA), refer page 2	9,239,111
	Difference between anticipated outturn costs and Contract Sum	- 689,496
	SUB-TOTAL	- 689,496
		-
	TOTAL including additional approval	- 689,496

Key Dates and Extensions of Time	
Contract Commencement Date	08 January 2024
Contract Completion Date	16 May 2025
Applications for Extension of Time (calendar weeks)	none
Reported Delay to Completion date by Contractor in latest monthly progress report (calendar weeks)	1
Relevant matters delay costs budgeted in this Cost Report (calendar wks)	1

Progress : Percentage time compared to percentage spend	
Contract Sum	8,549,614.73
Forecast Final Account	9,239,110.71
Original Contract Duration (calendar weeks)	72
Time Elapsed (calendar weeks) at date of Valuation Nr 16 (24/03/2025)	63
% of Contract Duration	88%
Current Gross Valuation of Works on site Valuation Nr 16 (24/03/2025)	£7,812,835.81
% of Contract Sum	85%

Progress : Actual Spend compared to Forecast
Refer to Appendix 1 - cash flow forecast

SUMMARY

	Omissions	Additions
	£	£
1.0 Contract Sum Analysis		
		8,549,614.73
2.0 Adjustments as attached details		
2.1 Provisional Sums	666,500.00	537,733.13
2.2 CA Instructions	23,814.26	716,912.83
2.3 Anticipated Instructions	12,875.74	123,040.02
2.4 Loss and/or expense	0.00	15,000.00
	<u>703,190.00</u>	<u>1,392,685.98</u>
		<u>-703,190.00</u>
		£9,239,110.71
		<hr/> <hr/>
Other Costs		
3.0 3.1 PCSA Final Cost		£138,556.04
3.2 Client Held Contingency - none remaining		£0.00
		<hr/>
		£9,377,666.75
ANTICIPATED FORECAST FINAL CONSTRUCTION COST		£189,495.98
Project spend over contingency		<hr/> <hr/>

2.1 PROVISIONAL SUMS, CONTINGENCIES AND DAYWORKS							
Ref	Brief Description	Amount £	Omissions £	Additions £	Status : Budget (B)/ Agreed (A)	C.A.I.	Note
	<u>Defined Provisional Sums</u>						
1	D-PROV; access to courtroom loft	-					
2	D-PROV; adjust MH's in courtyard	4,000	4,000	-		CAI0067	Omitted in CAI067
3	D-PROV; bilco hatch music rm attic	-					
4	D-PROV; bulkhead to ventilation zone 4	3,000					
5	D-PROV; bwic with stage right	10,000					
6	D-PROV; cast iron vent pipes	3,000	3,000	2,773	B	VO0099	
7	D-PROV; courtyard ex rainwater alts	3,000	3,000	4,675	B	VO0092	
8	D-PROV; cubd to dist board in wc	1,000					
9	D-PROV; drain highway permits etc	2,500	2,500	-		CAI0067	Omitted in CAI067
10	D-PROV; drains thro new founds	1,000					
11	D-PROV; ex courtyard timber dentil	1,000					
12	D-PROV; existing fire door upgrade	5,000					Potential saving
13	D-PROV; extra latex / mg floors	2,500					
14	D-PROV; fire compart. to walkway	20,000					
15	D-PROV; fire officer [exclude]	-					
16	D-PROV; fire stop, protect & detect	60,000	60,000	-		VO0062	Omit used for 085
17	D-PROV; fit access control to doors	2,500	2,500	-		CAI0067	Omitted in CAI067
18	D-PROV; floor access hatch	3,000	3,000	3,836		VO0064	
19	D-PROV; galv or s/s rwp in courtyard	4,000					
20	D-PROV; gutter scaffold support	5,000					
21	D-PROV; int & ext statutory signage	3,000					
22	D-PROV; ironmongery	12,000	12,000	13,130	B	VO0046	
23	D-PROV; joints in masonry	1,500					
24	D-PROV; m&e bwic	120,000	120,000	171,643	B	VO041	
25	D-PROV; make good to second glazing	2,000					Potential saving
26	D-PROV; movement joint	3,000					
27	D-PROV; music gallery seat work	1,000					
28	D-PROV; music hall control desk work	1,000					
29	D-PROV; music hall lighting bar	1,000					
30	D-PROV; music hall loft access walk	25,000	25,000	29,651	A	CAI0030	
31	D-PROV; music hall plaster repairs	-					
32	D-PROV; music hall upper vents	1,000	1,000	-		CAI0067	Omitted in CAI067
33	D-PROV; music rm ceiling & cornice	2,500					
34	D-PROV; n.grid disconnection	3,500	3,500	-		CAI0067	Omitted in CAI067
35	D-PROV; photographic roof survey	3,000					
36	D-PROV; plaster repair to cafe area	-					
37	D-PROV; protect existing drainage	1,000	1,000	-		CAI0067	Omitted in CAI067
38	D-PROV; rainwater	21,000	21,000	16,883	B	CAI0026	
39	D-PROV; repairs to bwk in cafe area	-					
40	D-PROV; roof design etfe to event rm	2,500	2,500	-		CAI0067	Omitted in CAI067
41	D-PROV; sc05c crittall style doors	31,000	31,000	36,795	B	VO0047	
42	D-PROV; sc05d glazed bifold doors	20,000	20,000	11,144	B	VO0081	
43	D-PROV; sc10a lime plaster inc bwic	75,000	75,000	93,215	B	VO0054	
44	D-PROV; sc58 conservation windows	15,000	15,000	-	B	VO0093	
45	D-PROV; sc59 metal window alts	2,500	2,500	9,168	B	VO0083	
46	D-PROV; second steelwork excl m&e	7,500	7,500	-	B	VO0082	
47	D-PROV; stage right secondary steelwork in MH loft	15,000	15,000	16,951	A	CAI0024	
48	D-PROV; temp rainwater	1,000	1,000	3,055	B	VO0074	
49	D-PROV; ties from steel to bwk/exp	1,400					
50	D-PROV; trimming fire door bottoms	2,500					
51	D-PROV; upgrading exist fire doors	2,500					
52	D-PROV; work to cornices & ceilings	2,500					
	Carried Forward	510,400	431,000	412,920			

2.1 PROVISIONAL SUMS, CONTINGENCIES AND DAYWORKS							
Ref	Brief Description	Amount £	Omissions £	Additions £	Status : Budget (B)/ Agreed (A)	C.A.I.	Note
	Brought Forward	510,400	431,000	412,920			
	<u>Undefined Provisional Sums</u>						
1	U-PROV; access for forming holes	-					
2	U-PROV; asbestos removal	5,000	5,000	7,569	B	CAI0004	
3	U-PROV; asbestos work for services	2,500	2,500	1,192	A	VO0068	
4	U-PROV; basement air supply vent	5,000	5,000	931	B	VO0106	
5	U-PROV; basement works	3,000					
6	U-PROV; clean bwk after ext removed	4,000					
7	U-PROV; contaminated grnd	3,500	3,500	-		CAI0067	Omitted in CAI067
8	U-PROV; drainage repair & conn prep	-					
9	U-PROV; existing courtyard services	-					
10	U-PROV; fire door upgrade	-					
11	U-PROV; fire protect steelwork	4,000	4,000	2,494	B	VO0084	
12	U-PROV; floor transition strips	-					
13	U-PROV; front steps & lift	-					
14	U-PROV; further drainage not shown	-					
15	U-PROV; guano removal	-					
16	U-PROV; kitchen alts R.00.18	-					
17	U-PROV; m&e ceiling repair for runs	18,000					
18	U-PROV; m&e increased assembly reqd	7,500					
19	U-PROV; make good holes from surveys	2,000					
20	U-PROV; make good stage wall	10,000	10,000	813	B	VO0087	
21	U-PROV; new electric supply	60,000	60,000	37,296	A	CAI0020	
22	U-PROV; obstructions in ground	-	-	2,409	B	-	
23	U-PROV; piling	66,626	66,626	66,626	A	CAI0002	
24	U-PROV; pre-completion sound testing	1,000					
25	U-PROV; prop adhoc work in loft	-					
26	U-PROV; remove clad / make good	-					
27	U-PROV; remove fire fighting equip	500					
28	U-PROV; remove signs & make good	1,000					
29	U-PROV; removing roof metalwork	1,500	1,500	463	B	VO0075	
30	U-PROV; repairs after services removal	7,500					
31	U-PROV; samples & mock ups	-					
32	U-PROV; softspots	4,000	4,000	-		CAI0067	Omitted in CAI067
33	U-PROV; softspots	4,000	4,000	5,021	A	CAI0034	
34	U-PROV; stage centre floor repairs	1,000					
35	U-PROV; stage right / elec scope gap	5,000					
36	U-PROV; upgrade ex for new fixings	-					
37	U-PROV; work around grnd drainage [sml]	4,000	4,000	-		CAI0067	Omitted in CAI067
38	U-PROV; work around grnd obstacles [sml]	4,000					
39	U-PROV; work around grnd services [ag]	4,000					
40	U-PROV; work vent to plenum	1,000					
41	U-PROV, Catering Equipment	85,374	65,374	-			
	Total Provisional Sums	825,400	666,500	537,733			
	Carried to Summary						

2.2 CONTRACT ADMINISTRATOR'S INSTRUCTIONS					
CAI Nr	Item	Description	Omissions £	Additions £	Status : Budget (B)/ Agreed (A)
0001	1	Construction issue drawings	0.00	12,500.00	B
0002	1	Order to be placed with VanElle as quote SN/DK/SP230060 REV F	See adjustment of Provisional		A
	2	Main Contractor attendance, OHP and risk allowance	See adjustment of Provisional		A
0003	1	Instruction to proceed with Architect's and Structural Engineer's Construction issue drawings	0.00	0.00	B
0004	1	Removal of asbestos	See adjustment of Provisional		A
0005	1	Additional remedial works to masonry façade behind area of removal of lean - to facing courtyard. Amended scheme with oak panelling to conceal etc.	Omitted		A
	2	Wall panelling and door lining as VO005c		4,545.62	A
0006	1	Supply skips for client use	0.00	834.00	A
0007	1	Change Control 27 - Measured Building Survey - extend to Attic Space	0.00	1,563.75	A
0008	1	BWIC Gas Meter Relocation in Music Hall Basement	0.00	990.38	A
0009	1	Modification to existing services/bin store area	0.00	644.52	A
0010	1	Mechanical & Electrical surveys for Client Buildings insurance	0.00	1,251.00	A
0011	1	Renew Town Hall side Intruder Alarm, including renew alarm equipment, rewire where required and link TH side to MH side system	0.00	3,172.41	A
		Works required to Green Room R.00.18	0.00	1,198.88	A
		Works required to Backstage Changing Room 02 R.00.27	0.00	495.19	A
		Works required to Backstage Changing Room 03 R.00.29	0.00	495.19	A
		Music Hall side main entrance overdoor heater			
		It was agreed that the overdoor heater can be completely removed and stripped out	0.00	184.15	A
		Works required to WCs R00.60 & 61	0.00	547.31	A
	2	Electrical changes shown on Hydrock construction issue drawings revision C02	0.00	37,740.82	B
	3	Electrical changes shown on Hydrock construction issue drawings revision C03	0.00	0.00	B
	4	Electrical changes shown on Hydrock construction issue drawings revision C03 & C04	0.00	22,846.16	B
	5	Music Hall Lighting Controls Changes	0.00	Omitted	N/A
	6	Relocation of the Town Hall CCTV monitor to Office 2	0.00	2,351.36	B
	7	Revert to originally specified Hydrock light fittings	0.00	49,088.67	B
	8	Replace existing fire alarm panel	0.00	3,913.68	A
	9	Additional ceiling lights to the music hall added to enhanced lighting LUX level	0.00	SS by 11.7	B
	10	Additional ceiling lights to the music hall added to enhanced lighting LUX level	0.00	SS by 11.7	N/A
	11	Electrical changes shown on Hydrock construction issue drawings revision C05 & C06	0.00	7,689.93	B

	12	Changes to Access Control and CCTV system designs to revision C05	0.00	19,870.65	B
	13	Removal of old existing gas suppression fire panel	0.00	583.80	B
	14	New Distribution Board and 6 No power supplies for the music hall truss hoists.	0.00	4,140.95	B
	15	Replace existing detector heads/call points and new additional detection equipment to ceiling voids	0.00	27,937.79	A
	16	Power supplies for illuminated mirrors to toilet areas	0.00	1,251.00	B
	17	Late Electrical Changes	0.00	3,000.00	B
	18	Relocate containment in Music Hall loft space due to clash with AV chain hoists	0.00	3,000.00	B
	19	Install new lighting and small power below the new extended stage	0.00	2,259.36	B
	20	Power supply for new BMS panel in room R.00.38	0.00	852.35	B
	21	Changes to emergency light fittings in the courtyard and Town Hal main entrance lobby	0.00	985.04	B
	22	Lightning Protection system upgrade	0.00	2,000.00	B
	23	Sub_metering changes	0.00	2,000.00	B
	24	Radiant Heater panels to be spray painted RAL 8019	0.00	2,015.42	B
0012	1	Investigations to establish route of existing redundant boiler flue	0.00	1,303.13	A
0013		Revisions to Town Hall basement access and egress routes	0.00	14,178.00	B
0014		Drainage layout revisions - agreed at nil cost	Agreed at Nil cost		A
0015	1	New Podium Services Survey	0.00	547.31	A
0016	1	Rear Service Yard modifications	0.00	5,073.26	A
0017		AV installation design review			B
	1	Additional containment for Stage Engineering, Lighting and Audio Visual installation as Hydrock drawings	0.00	29,604.27	A
	2	Additional power and data cabling for Stage Engineering, Lighting and Audio Visual installation	0.00	18,106.76	A
0018	1	Replacement Boiler in Music Hall basement	0.00	134,446.53	A
0019	1	Break out old existing chimneys room R.00.41 and remove debris from sit	0.00	5,877.62	A
0020	1	New LV Supply	See adjustment of Provisional		A
0021	1	Change music hall loft steels from PFC to I section beams	0.00	312.75	A
0022	1	Modifications to Music Hall Stage for increased loading	0.00	2,554.13	A
0023	1	Weavers Wharf new entrance door - Existing LCP paving and level alterations	0.00	Not required	A
0024	1	Additional steelwork in MH loft for AV equipment. MW Drawing 1331 - C2	See adjustment of Provisional		B
0025	1	Revisions to mechanical ventilation installation design in the Music Hall.	0.00	29,651.05	B
0026	1	Rainwater Goods - See DIA drawings	See adjustment of Provisional		B
0027	1	Remove existing failed floor screed in the old kitchen following removal of the floor coverings and re-screed.	0.00	Not required	A

0028	1	Dock Leveller specification revision	0.00	3,783.19	B
0029	1	Passenger Lift specification revision	Variation 0038		B
0030	1	Music Hall Loft Permanent Access Walkway	See adjustment of Provisional		A
0031	1	Stone repairs - Bell Tower - Stone replacement	0.00	6,940.97	A
	2	Bell Tower loose cornice repair	0.00	437.85	A
	3	Bell Tower loose corbel re-fit	0.00	166.80	A
	4	Bell Tower Keystone repairs	0.00	950.76	A
0032	1	Roof timber repairs - Roof RS.19 additional timber repairs	0.00	1,615.88	A
	2	Roof RS.17 additional timber repairs	0.00	4,806.87	A
	3	Roof RS.20 & 26 additional timber repairs	0.00	4,577.88	A
	4	Roof RS.25 & 25a additional timber repairs	0.00	2,866.88	A
0033	1	Alterations to the Music Hall truss strengthening detail due to clashes with the existing joist hangers/old straps and the irregularity of the existing truss alignment	0.00	5,050.91	B
0034	1	U-PROV; work around grnd obstacles	See adjustment of Provisional		A
0035	1	Layout alterations to Male WC including new riser cupboard with concealed	0.00	3,622.69	A
0036	1	New partition and concealed doors to existing electrical distribution cupboard	0.00	2,606.25	B
0037	1	Additional plenum boxes to the Music Hall balcony ventilation system grilles	0.00	1,605.45	A
0038	1	Second Lift in Music Hall Foyer	0.00	85,000.00	B
0039	1	Attendance on intrusive fire design inspection of the building	0.00	1,751.40	A
0040	1	Curtain walling concealed door closer to doors D-103 & D-104	0.00	500.00	B
0041	1	To be confirmed / Anticipated	See adjustment of Provisional		B
0042	1	Extra cost from standard finish/colours for powder coating the Music Hall truss, banner boxes and visible cable containment an alternative RAL colour	0.00	7,500.00	B
0043	1	To be confirmed / Anticipated	0.00	Anticipated	B
0044	1	Proposed additional DIA restoration works	0.00	13,917.38	A
0045	1	Changing Places room existing floor infill and screed alterations	0.00	1,873.37	A
0046	1	D-PROV; ironmongery	See adjustment of Provisional		A
0047	1	D-PROV; sc05c crittall style doors	See adjustment of Provisional		A
0048	1	Accessible shower room floor level alterations	0.00	1,251.00	A
0049		Construction issue drawing changes as SMML Review Schedule			
	1	GHA Drawing(18)100	0.00	2,615.63	A
	2	GHA Drawing (18)101	0.00	9,183.33	A
	3	GHA Drawing (18)200	0.00	5,000.00	B
	4	GHA Drawing (18)300	0.00	1,698.56	A
	5	GHA Drawing (22)101	0.00	4,951.88	A
	6	GHA Drawing (31)810	0.00	7,095.36	A
0050	1	To be confirmed / Anticipated	0.00	Anticipated	B
0051	1	Repairs to high level clerestory windows	0.00	1,775.00	A
0052	1	To be confirmed / Anticipated	0.00	Anticipated	B

0053	1	To be confirmed / Anticipated	0.00	Anticipated	B
0054	1	D-PROV; sc10a lime plaster inc bwic	See adjustment of Provisional		B
0055	1	Building repairs following water ingress. As DIA proposals	0.00	4,117.88	A
0056	1	To be confirmed / Anticipated	0.00	Anticipated	B
0057	1	Waterproof tanking to walls in the accessible shower and changing places rooms	0.00	781.88	A
0058	1	Brickwork infill to corner section of the existing wall in the courtyard	0.00	1,696.67	B
0059	1	Additional strengthening works to the existing gutter to roof RS-02	0.00	1,522.05	A
0060	1	Change specification of ventilation ductwork lagging	0.00	5,203.12	B
0061	1	Upgrade power supply and install electric shower in the accessible shower room R00.30	0.00	2,500.00	B
0062	1	D-PROV; fire stop, protect & detect [ag]	See adjustment of Provisional		B
0063	1	Decoration of the Music Hall organ	0.00	7,127.57	A
0064	1	D-PROV; access to courtroom loft	See adjustment of Provisional		B
0065	1	Extra Over Cost for supply and installation of bespoke architectural powder coated ventilation grilles in the Music Hall ceiling	0.00	892.38	B
0066	1	Blank	0.00	0.00	
0067	1	OMIT; UN-USED PROVISIONAL SUMS	See adjustment of Provisional		A
0068	1	U-PROV; asbestos work for services	See adjustment of Provisional		B
0069	1	Removal of asbestos discovered in the Music Hall Foyer during electrical	0.00	4,557.81	A
0070	1	Capping detail to existing redundant Town Hall basement escape hatch	0.00	2,000.00	B
0071	1	Infill existing holes in the music hall floor sleeper walls where directly below the new padstone positions	0.00	990.38	B
0072	1	Courtyard paving to be coated with Floorseal natural stone sealer	0.00	3,000.00	B
0073	1	Structural stiffening works to the existing support structure of the Music Hall organ	0.00	1,237.97	B
0074	1	To be confirmed / Anticipated	0.00	Anticipated	B
0075	1	To be confirmed / Anticipated	0.00	Anticipated	B
0076	1	King Charles Attic - Rooflight finishing detail	0.00	2,000.00	B
0077	1	Paint existing retained doors	0.00	5,000.00	B
0078	1	To be confirmed / Anticipated	0.00	Anticipated	B
0078	1	To be confirmed / Anticipated	0.00	Anticipated	B
0079	1	To be confirmed / Anticipated	0.00	Anticipated	B
0080	1	First Floor - Floor finishes revisions	0.00	7,130.70	B
0081	1	To be confirmed / Anticipated	0.00	Anticipated	B
0082	1	To be confirmed / Anticipated	0.00	Anticipated	B
0083	1	To be confirmed / Anticipated	0.00	Anticipated	B

0084	1	To be confirmed / Anticipated	0.00	Anticipated	B
0085	1	To be confirmed / Anticipated	0.00	Anticipated	B
0086	1	To be confirmed / Anticipated	0.00	Anticipated	B
0087	1	To be confirmed / Anticipated	0.00	Anticipated	B
0088	1	<i>Blank</i>	0.00	Anticipated	B
0089	1	To be confirmed / Anticipated	0.00	Anticipated	B
0090	1	Additional wall chasing to the Music Hall columns at high level to conceal	0.00	6,303.48	A
0091	1	To be confirmed / Anticipated	0.00	Anticipated	B
0092	1	To be confirmed / Anticipated	0.00	Anticipated	B
0093	1	To be confirmed / Anticipated	0.00	Anticipated	B
0094	1	To be confirmed / Anticipated	0.00	Anticipated	B
0095	1	Omit signage package	19,787.00	0.00	B
0096	1	EFTE Roof repair	0.00	11,952.94	A
0097	1	Omit rear wall barbed wire and frame	4,027.26	0.00	A
0098	1	To be confirmed / Anticipated	0.00	Anticipated	B
0099	1	D-PROV; cast iron vent pipes (Alteration of existing overhead soil pipes)	See adjustment of Provisional		B
0100	1	To be confirmed / Anticipated	0.00	Anticipated	B
0101	1	Music Hall ceiling below the balcony specification change	0.00	2,148.60	B
0102	1	To be confirmed / Anticipated	0.00	Anticipated	B
0103	1	To be confirmed / Anticipated	0.00	Anticipated	B
0104	1	To be confirmed / Anticipated	0.00	Anticipated	B
0105	1	To be confirmed / Anticipated	0.00	Anticipated	B
0106	1	To be confirmed / Anticipated	0.00	Anticipated	B
		To Summary	23,814.26	716,912.83	

2.3 ANTICIPATED INSTRUCTIONS				
Ref	Description	Omissions £	Additions £	Status : Budget (B)/ Agreed (A)
0011	Other additional services to be reviewed	0.00	15,000.00	B
011.5	Music Hall Lighting Controls Changes	0.00	Not required	A
011.9	Additional ceiling lights to the music hall added to enhanced lighting LUX level	0.00	SS by 11.7	B
0041	D-PROV; m&e bwic	See adjustment of Provisional		B
0043	Bird Protection	0.00	2,000.00	B
0045	Changing Places room existing floor infill and screed alterations	0.00	Instructed	B
0046	D-PROV; ironmongery	See adjustment of Provisional		B
0047	D-PROV; sc05c crittall style doors	See adjustment of Provisional		B
0050	Corn Exchange ceiling repair/replacement.	0.00	7,500.00	B
0052	Roof RF035a scope changes	12,875.74	0.00	B
0053	New Kitchen ventilation changes	0.00	6,262.30	B
0056	New Podium	0.00	Separate budget	B
0074	D-PROV; temp rainwater	See adjustment of Provisional		B
0075	U-PROV; removing roof metalwork	See adjustment of Provisional		B
0078	Courtyard staircase design changes	0.00	2,000.00	B
0079	Retaining Wall at new podium junction	0.00	4,000.00	B
0081	D-PROV; sc05d glazed bifold doors	See adjustment of Provisional		B
0082	D-PROV; second steelwork excl m&e	See adjustment of Provisional		B
0083	D-PROV; sc59 metal window alts	See adjustment of Provisional		B
0084	U-PROV; fire protect steelwork [ag]	See adjustment of Provisional		B
0085	D-PROV; fire compart. to walkway		15,521.26	B
0086	D-PROV; existing fire door upgrade		5,000.00	B
0087	U-PROV; make good stage wall	See adjustment of Provisional		B
0089	Storm Damage Roof Repairs	0.00	9,445.05	B
0091	Alteration to installed ductwork in new café	0.00	3,500.00	B
0092	D-PROV; courtyard ex rainwater alts & galv or s/srwp in courtyard	See adjustment of Provisional		B
0094	Roof Access and Maintenance strategy	0	4,000	B
0098	Re-point existing courtyard brickwork	0	4,000	B
0100	Plywood capping to Music Hall ventilation outlets	0	3,000	B
0102	Roof Access and Maintenance strategy	0	10,000	B
0103	Replacement Fan in new GF Office 01 room R.00.49	0	6,418	B
0104	Replacement Fan in new King Charles roof space	0	Not required	B
0105	Remove existing window from room E-077 (Disabled WC) in the courtyard entrance and infill with brickwork externally and plasterboard/skim and paint internally.	0	1,394	B

0106	U-PROV; basement air supply vent	See adjustment of Provisional		B
TBC	Repair to courtyard wall	0	3,500	B
TBC	Repairs to existing doors to meet fire strategy	0	10,000	B
TBC	BT Cable repairs	0	1,500	B
TBC	Refuge alarm additions	0	9,000	B
N/A	ETFE & Rood damage - the costs associated with the damage to the ETFE and roof caused by the storm are not included as these will be claimed back against KTC insurance			
	Total Anticipated Instructions Carried to Summary	12,876	123,040	

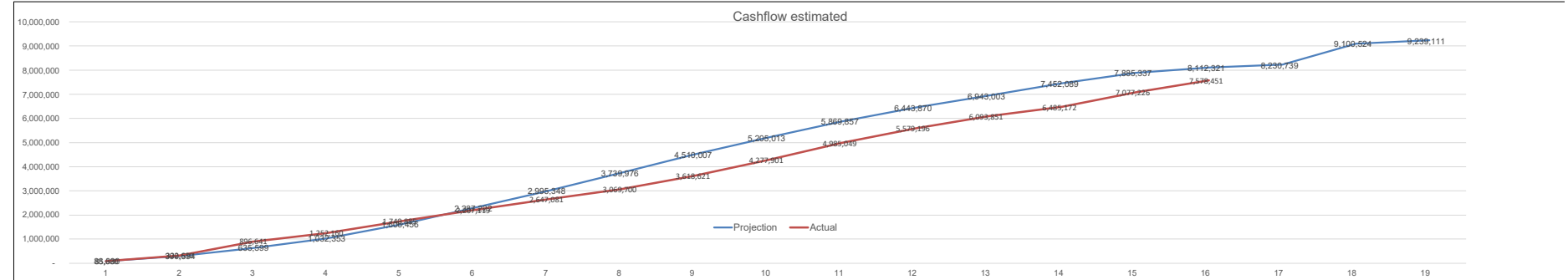
2.4 ANTICIPATED LOSS AND/OR EXPENSE			
Item	Description	Omissions £	Additions £
1	Potential claim for L&E following notice of potential EOT from SMML		15,000.00
	Total Anticipated loss and/or expense Carried to Summary	0.00	15,000.00



Appendix 1
Cashflow Forecasts

- a) SMML Contract Updated Forecast
- b) Overall Project Costs Forecast

APPENDIX 1 - CASH FLOW TRACKER																															
Valuation No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19												
Due date	10/01/2024	15/02/2024	21/03/2024	18/04/2024	16/05/2024	20/06/2024	18/07/2024	15/08/2024	19/09/2024	17/10/2024	01/11/2024	29/11/2024	27/12/2024	17/01/2025	24/02/2025	24/03/2025	24/04/2025	19/05/2025	16/06/2025												
Payment date by	31/01/2024	07/03/2024	11/04/2024	09/05/2024	06/06/2024	11/07/2024	08/08/2024	05/09/2024	10/10/2024	07/11/2024	22/11/2024	20/12/2024	17/01/2025	07/02/2025	17/03/2025	14/04/2025	15/05/2025	09/06/2025	07/07/2025												
Contractor Projection - SMMML cashflow forecast estimate																															
Total Net Valuation (after retention)	88,330	300,594	635,599	1,032,353	1,606,456	2,287,222	2,995,348	3,739,976	4,510,007	5,205,013	5,869,857	6,443,870	6,943,003	7,452,089	7,885,337	8,112,321	8,230,739	9,100,524	9,239,111												
Net Value in period	88,330	212,265	335,004	396,754	574,103	680,766	708,127	744,627	770,031	695,006	664,845	574,013	499,133	509,086	433,248	226,984	118,418	869,785	138,587												
Actual Valuation																															
Total Net Valuation (after retention)	85,680	322,630	896,641	1,252,160	1,740,885	2,207,119	2,647,081	3,069,700	3,618,621	4,277,901	4,985,049	5,579,196	6,093,851	6,485,172	7,077,226	7,578,451															
Net Value in period	85,680	236,950	574,011	355,519	488,725	466,234	439,962	422,618	548,922	659,279	707,149	594,147	514,654	391,321	592,054	501,225															
Difference between actual and projected	-	2,650	22,036	261,042	219,807	134,429	-	80,103	-	348,267	-	670,276	-	891,386	-	927,112	-	884,808	-	864,674	-	849,152	-	966,917	-	808,111	-	533,870			



SUMMARY COMMENTS as at Payment Recommendation nr 14 dated 23/01/2025

SMMML Cash Flow projection issued in January 2024 is the basis for the estimated figures.

Current projected expenditure at 70% of Contract Sum although time expired actually 75% and we would always expect a slight lag against this measure until later in the project.

Note: The cashflow forecast is an approximate guide only. Costs relate to construction cost only and VAT is excluded.

Kidderminster Town Hall

Post Contract Phase Cost Breakdown and Cashflow Forecast

Cost heading	Spent to Date							2026		Totals
	Mar-25	Apr	May	June	July	Aug	Sept	June	Sept	
Construction										
SMML Main Contract	7,077,226	573,248	511,091	452,116	485,560	0	0	138,008	0	9,237,249
SMML PCSA	133,412	0	0	0	0	5,144	0	0	0	138,556
Professional fees relating to any of the above (capital)										
Gleeds (Perfect Circle)	230,353	11,694	11,258	11,258	11,258	11,258	11,258	0	0	298,336
GHA	547,771	16,195	16,195	19,736	11,566	19,736	19,736	15,837	0	666,775
GHA (Amendments)	6,479	0	0	0	0	0	0	0	0	6,479
MGAC (Principal Designer)?	4,000	577	435	0	0	435	9,021	0	0	14,467
Mann Williams	131,380	3,508	0	3,508	0	0	0	0	0	138,396
Acoustic Hoare Lee	30,305	780	0	0	0	0	0	0	0	31,085
Catering (Mark Hobbs)	15,770	0	0	0	0	0	0	0	0	15,770
Hydrock	211,154	1,228	0	0	0	3,750	0	0	0	216,132
Hydrock (Fire Engineer)	0	0	0	0	0	5,000	0	0	0	5,000
Stage Right	61,338	797	797	797	797	0	0	0	0	64,527
Artelia UK	87,132	1,909	1,909	1,909	1,297	1,000	0	0	0	95,156
Artelia UK Uplift + Podium	3,740	748	748	4,759	4,759	7,250	2,945	0	0	24,949
Access Included Ltd	6,100	0	0	0	0	0	0	0	0	6,100
Other Costs										
Worcestershire Archaeology	7,848	0	0	0	0	0	0	0	0	7,848
Invigour	30,712	0	0	0	0	0	0	0	0	30,712
Planning, B'Regs	438	0	0	0	0	0	0	0	0	438
Legal Costs (Osbourne Clark)	5,000	0	0	0	0	0	0	0	0	5,000
Anthony Collins (Legal)	16,933	0	0	0	0	0	0	0	0	16,933
Cavetto (Party Wall)	2,375	0	0	0	0	0	0	0	0	2,375
Cogent	3,420	0	0	0	0	0	0	0	0	3,420
Gallaghers (Insurance)	32,420	0	0	0	0	0	0	0	0	32,420
FMG (Business Case)	10,405	0	0	0	0	0	0	0	0	10,405
VAT Consultant	0	0	0	0	0	0	0	0	0	0
FFE/Fit-out	0	0	0	0	0	0	0	0	0	0
Surveys and investigations	24,200	0	0	0	0	0	0	0	0	24,200
Consultation/exhibition/communications	0	0	0	0	0	0	0	0	0	0
Worcestershire CC (L3 Building Report)	2,650	0	0	0	0	0	0	0	0	2,650
Decant/recant - Whitmove	3,350	0	0	13,404	0	0	0	0	0	16,754
Pre-opening costs	0	0	20,000	20,000	0	0	0	0	0	40,000
Other costs from KTC Ledger										
Indigo Cultural Consulting	34,950	0	0	0	0	0	0	0	0	34,950
Sainsburys & Catering	232	0	0	0	0	0	0	0	0	232
Faerfield	7,185	0	0	0	0	0	0	0	0	7,185
Buzzacott LLP	8,500	0	0	0	0	0	0	0	0	8,500
Newsquest Media & Amazon	423	0	0	0	0	0	0	0	0	423
Train tickets	44	0	0	0	0	0	0	0	0	44
Facebook marketing	43	0	0	0	0	0	0	0	0	43
Mark Radford Rating	350	0	0	0	0	0	0	0	0	350
TJV	0	0	0	0	0	0	0	0	0	0
Robinson Lowe Francis	9,521	0	0	0	0	0	0	0	0	9,521
Reynolds	4,950	0	0	0	0	0	0	0	0	4,950
Acivico	500	0	0	0	0	0	0	0	0	500
Lang conservation, Ogilvie & Dracker	27,639	0	0	0	0	0	0	0	0	27,639
Cawston - Peter Spencer	1,715	0	0	0	0	0	0	0	0	1,715
Hire It Kidderminster	130	0	0	0	0	0	0	0	0	130
Adrian Williams - Oak repairs	100	0	0	0	0	0	0	0	0	100
Birmingham Scaffold	1,500	0	0	0	0	0	0	0	0	1,500
Stephen Bellion - Organ survey	2,500	0	0	0	0	0	0	0	0	2,500
Royal Mail - relocate postbox	750	0	0	0	0	0	0	0	0	750
Severn Trent - diversion	632	0	0	0	0	0	0	0	0	632
Wrye Council - remove bike stand	4,261	0	0	0	0	0	0	0	0	4,261
EARJBROOK	2,300	0	0	0	0	0	0	0	0	2,300
Energy Assets	15,813	0	0	0	0	0	0	0	0	15,813
Stephen Carrigan - Sound & lighting	98,876	0	0	0	0	0	0	0	0	98,876
WFDC Legal	1,800	0	0	0	0	0	0	0	0	1,800
Podium (inc Professional Fees)										
Construction (SMML) incl prelims	0	5,000	10,000	100,000	120,000	70,000	38,949	0	5,238	349,187
BT Openreach Services Diversion	5,445	4,639	0	0	0	0	0	0	0	10,084
National Grid	105,793	0	0	0	0	0	0	0	0	105,793
Cadent	7,265	0	0	0	0	0	0	0	0	7,265
GHA Fees	Incl above	0	0	0	0	0	0	0	0	0
One Environment + add fees	28,640	1,000	1,000	1,000	0	0	0	0	0	31,640
Artelia UK	Incl above	0	0	0	0	0	0	0	0	0
Other	0	0	0	10,000	3,000	5,000	2,000	0	0	20,000
Contingency	0	0	0	0	0	0	0	0	0	0
Total	9,057,768	621,323	573,434	638,487	638,237	128,573	83,909	153,845	5,238	11,900,815

End of March 2025 9,057,768

**Kidderminster Town Council
April 2025**

Mayoral Succession Planning

No.	Councillor	Served as Mayor	No of Years Service
1.	John Aston	2012	21
2.	John Beckingham	n/a	1
3.	Ben Brookes	n/a	1
4.	Liam Carroll	n/a	1
5.	Vicky Caulfield	n/a	1
6.	Darren Chambers	Former Mayor KTC	4
7.	George Connolly	Mayor	4
8.	Bernadette Connor	n/a	1
9.	Mark Crosby	n/a	0
10.	Helen Dyke	2003	29
11.	Nicky Gale	2017 KTC	13
12.	Doug Hine	Deputy Mayor	4
13.	Steve Hollands	n/a	1
14.	Mary McDonnell	n/a	1
15.	Shazu Miah	n/a	4
16.	Fran Oborski MBE	1984	52
17.	Mary Rayner	2016 KTC	14
18.	Mike Smith	Former Mayor	1

(Notes:

1. A mayoral succession plan has previously been considered on the basis of length of service of those who have not previously served as Town Mayor, and where there is 'joint seniority' then alphabetical order can separate candidates.
2. Normal convention is that the Deputy Mayor becomes the next Mayor
3. Service: Counts the number of years continuous service on the Town Council and any previous iterations of the Town Council e.g. Charter Trustees.
4. NB: The Council is not bound by any such convention.

Based on the above, the Deputy mayor, Councillor Doug Hine, becomes Town Mayor for 25-26.

Councillor Shazu Miah would be the incoming Deputy Mayor.

Councillor Hines chosen Mayoral Charities are:

- Kidderminster & District Youth Trust (KDYT)
- Worcestershire Wildlife Trust
- Kidderminster Foodbank

Kidderminster Town Council

Public report to Full Council 16th April 2025

Agenda Item – 10. Annual Review of Strategic Risk Register
To review the Council’s Strategic Risk Register.

1. Purpose

- 1.1 Risk is the threat that an event or action will adversely affect the Council’s ability to achieve its objectives or successfully execute its strategies.
- 1.2 Risk management is the process by which risks are identified, evaluated and controlled, and it is a key element of good governance.
- 1.3 This document sets out:
 - a. The risks to the Town Council’s strategic roles and functions;
 - b. The likely impact should the event happen (1 to 10);
 - c. The probability of the event happening (1 to 10)
 - d. The inherent risk score (likely impact multiplied by probability)
 - e. The current controls to address the risk
 - f. Other mitigating plans to reduce the impact and/ or likelihood of the event occurring
 - g. The revised impact, probability and risk score after controls and mitigating plans.

2. What and Who is Covered by the Policy

- 2.1 This risk assessment is concerned with higher-level corporate risks that may affect the Town Council’s ability to carry out its strategic role as opposed to the more well- known risk assessments concerning physical risks related to health and safety.
- 2.2 This risk assessment is directed mainly to the officers and members of the Town Council, who are responsible for assessing, mitigating and monitoring the risks. Managing risk is the responsibility of all staff, so all employees should be aware of this document.
- 2.3 This document is a public document. To demonstrate to members of the public that the Town Council is taking sufficient measures to protect public money, services and amenities, it will be published on the Town Council’s website.

3. Legal Framework

- 3.1 Risk management is an essential part of effective corporate governance.
- 3.2 The Town Council has a statutory duty to ensure that financial, operational and risk management is effective¹.

¹ Accounts and Audit Regulations 2015, SI 2015/234, reg 3.

4. Policy Statement

- 4.1 The Town Council recognises that it has a responsibility to manage risk effectively in order to protect employees, assets, liabilities and the community against potential losses; to minimise uncertainty in achieving its goals and objectives; for business continuity and to maximise the opportunities to achieve its vision.
-
- 4.2 The Town Council is aware that some risks can never be eliminated fully and it has in place a strategy that provides a structured, systematic and focused approach to managing risk.
- 4.3 The objective of the Town Council's Risk Management Strategy are to:
- 4.3.1. Integrate risk management into the culture of the Town Council;
 - 4.3.2. Manage risk in accordance with best practice;
 - 4.3.3. Anticipate and respond to changing social, environmental and legislative requirements;
 - 4.3.4. Prevent loss, disruption, damage and injury and reduce the cost of risk, thereby maximising resources;
 - 4.3.5. Inform policy and operational decisions by identifying risks and their likely impact; and
 - 4.3.6. Raise awareness of the need for risk management.
- 4.4 These objectives will be achieved by:
- 4.4.1 Establishing clear roles, responsibilities and reporting lines within the Town Council for risk management;
 - 4.4.2 Providing opportunities for shared learning on risk management across the Town Council;
 - 4.4.3 Providing risk management training and awareness;
 - 4.4.4 Incorporating risk management considerations into the Town Council's management processes;
 - 4.4.5 Effective communication with, and the active involvement of, employees; and
 - 4.4.6 Monitoring arrangements on an ongoing basis.
- 4.5 The Town Council recognises that it is the responsibility of all councillors and employees to have regard for risk in carrying out their duties. If uncontrolled, risk can result in a drain on resources that could be better directed to front line service provision and the meeting of the Town Council's objectives and community needs.
- 4.6 This Strategic Risk Assessment will be reviewed on an annual basis by the Town Council, incorporating feedback from internal and external audits on areas for improvement, as well as best practice guidance from professional bodies such as the National Association of Local Councils (NALC) and the Society of Local Council Clerks (SLCC).

5. Roles and Responsibilities

- 5.1 Officers and Councillors: responsible for embedding risk management in strategic planning, decision making and operational delivery.
- 5.2 All Employees: required to be aware of risks relevant to their roles and to actively contribute to risk management practices.

6. Monitoring and Reporting

- 6.1 Risks will be recorded in a risk register, which will be reviewed quarterly by the CEO, relevant officers and reported to the Finance and Overview Committee.
- 6.2 The Town Council will evaluate the effectiveness of its risk management strategy through audits and performance reviews.
- 6.3 Findings from the risk monitoring process will be used to update the risk management policy and practices.

7. Training and Awareness

- 7.1 Risk management training will be provided as required
- 7.2 Training will include workshops, case studies and guidance on using the risk assessment matrix.
- 7.3 Awareness campaigns will ensure risk management remains a priority across all levels of the Town Council.

8. Communication and Public Accountability

- 8.1 This document will be published on the Town Council's website to promote transparency and public accountability.
- 8.2 Where appropriate, the Town Council will engage with the public through consultations and feedback opportunities to ensure the risk management framework aligns with community expectations.

Hugh Peacocke, Chief Executive Officer

5th April 2025

*The impact relates solely to the impact on Kidderminster Town Council as a corporate body.

** Inherent Risk is the product of Impact multiplied by Probability. Both Impact and Probability are assessed on a scale of 1 to 10, where 1 is a low score and 10 the highest. Therefore the higher the Inherent Risk Score, the more significant it is thought to be. Inherent Risk Score provides a means of prioritising management time and effort by highlighting areas of concern on a numerical scale. Subsequent experience and changes in circumstances over time can result in the need to re-value the scores for Impact and Probability.

***Residual Risk is the perceived risk remaining after current and planned actions have been taken. While good controls and mitigating plans are essential in managing strategic risks, some risks cannot be completely eliminated or may take some time to control following an incident.

Risk No.	Risk or Trigger Event	Impact*	Probability	Inherent Risk Score **	Current Controls	Other Mitigating Plans	Revised Impact	Revised Probability	Residual Risk ***
1.	IT Systems failing	8 10	3	24 30	<ul style="list-style-type: none"> WFDC SLA Disaster recovery service in place. Daily data back-up in place. Hardware replacement service in place. All documents and emails in 'the Cloud' Accounts software hosted with a provider Cyber insurance in place 	Through SLA: <ul style="list-style-type: none"> Regular testing of disaster recovery service and data backup Warranty in place for onsite server with NBD Response Email Backup in place for testing Spare laptops to provide to affected users 	10	12	1020
2.	Town Hall project non-completion	9	3	27	Project management and cost control consultants	Project cash flows and tight control of expenditure	9	2	18
					Weekly Client meetings	Weekly updating of risk register			
						Seeking additional funding			
3.	Town Hall not delivering	8	4	32	Planning for return, to cover all classes of use.	Recruit business development officer. Commission necessary infrastructure to make it work	4 3	2	86
4.	Grounds Maintenance contractor not performing	8	4	32	Terms of contract	<ul style="list-style-type: none"> Regular review meetings/ Reporting against KPI's 	2	2	4
5.	Sudden loss of key staff	8	4	32	Employment benefits	<ul style="list-style-type: none"> Staff restructure to better enable progression. Staff retention programme Buy in outside expertise Review employment Policies 	6	23	1248

Risk No.	Risk or Trigger Event	Impact*	Probability	Inherent Risk Score **	• Current Controls	• Mitigating Plans	Revised Impact	Revised Probability	Residual Risk ***
6.	Significant change in funding, sudden large unexpected expenditure, inflation, abnormal materials inflation	108	53	5024	<ul style="list-style-type: none"> • Budget monitoring and reporting. • Insurance to cover major identifiable risks. • Reserves position frequently monitored. • Four-year budget planning in place. • Reserves policy in place. • Procurement arrangements in place. 	<ul style="list-style-type: none"> • Use of Public Works Loan Board and other sources to obtain funds. • Use reserves. • Increase precept. • Increase income from services. • Longer-term financial planning 	43	32	126
7.	Disaster impacting on the town	7	2	14	<ul style="list-style-type: none"> • Emergency contact list and list of resources maintained by the Services Team. • Key individuals will make themselves available. Active monitoring of information sources. • Accept instructions from Category 1 responders, i.e. emergency services, WFDC. WCC. WMP. 	<ul style="list-style-type: none"> • Take part in consultations and exercises run by Category 1 responders. • Initiate and/or take part in post incident reviews. • Undertake any relevant training. 	5	2	10
8.	Fraud, misconduct, gross underperformance	7	2	14	<ul style="list-style-type: none"> • Financial Regulations in place, including payments authorisation, quarterly internal audits, spot checks. • Audit reports reviewed. • Insurance cover for identifiable risks. • Performance management procedures in place, including monthly reviews and annual appraisals. • List of payments and Income and Expenditure presented quarterly to F & O. • Code of conduct for members and officers. 	<ul style="list-style-type: none"> • Consider obtaining news management service if an incident occurs. • Additional management performance training. • Additional risks to be covered by insurance • <u>Extra staff resources for improved compliance</u> 	3	12	36

Risk No.	Risk or Trigger Event	Impact*	Probability	Inherent Risk Score **	• Current Controls	Mitigating Plans	Revised Impact	Revised Probability	Residual Risk ***
9.	Confidential or sensitive information being disclosed.	5	2	10	<ul style="list-style-type: none"> • Councillor and staff induction and training in place. • Security measures in place, e.g. use of safe(s), shredder. • (Very little sensitive confidential information is held). 	Training for Data Protection Regs and use of email	5	1	5
10.	Loss of access to offices	4	3	12	<ul style="list-style-type: none"> • Kit available to facilitate working from home. • Zoom/ Virtual meetings 	Ensure all staff have capability for remote working, where applicable.	1	3	3
11.	Loss of Town Hall contents including civic regalia	68	3	1824	<ul style="list-style-type: none"> • All contents including regalia insured. • Most valuable regalia kept in safe place/ storage. • Attendant with Mayor at all times when full chain is worn. • All important paperwork scanned to IT System. 	Return to Town Hall safe when feasible	28	2	416
12.	Injury or accident at an event organised by the Council	98	3	2724	<ul style="list-style-type: none"> • Risk assessments carried out for each event. • Training/ guidance provided to all workers/ volunteers at each event. • Insurances in place. • PPE and hi-vis jackets provided, where required. • Lost/ found, first aid cover provided 	Each event reviewed afterwards	3	2	6

Risk No.	Risk or Trigger Event	Impact*	Probability	Inherent Risk Score **	Current Controls	Mitigating Plans	Revised Impact	Revised Probability	Residual Risk ***
13.	Illegal or unauthorised action by the Council	9	2	18	<ul style="list-style-type: none"> • Standing orders • Financial Regulations • Code of conduct for Members and officers • Trained officers • Legal SLA with WFDC • Advice from networks-WALC, SLCC 	<ul style="list-style-type: none"> • Training and development where required for members and officers. • Annual reviews of Standing Orders, Financial regulations and Strategic Risk register 	9	1	9
14.	Injury or accident arising on KTC properties or delivery of KTC services	98	4	3632	<ul style="list-style-type: none"> • Insurances in place • Services Dept has comprehensive risk management plans • Relevant staff training • Recruitment of staff with relevant skills and experience 	<ul style="list-style-type: none"> • <u>Town Hall will have risk management plan</u> • <u>Health and Safety champion appointed</u> 	75	2	1410

**Kidderminster Town Council
CIVIC & Events Committee Terms of Reference**

- Maximum 7 Members – Quorum: 3 Members.
- Where the Mayor or Deputy Mayor choose not to be a member of the committee, they are non-voting ex-officio members.

Functions of Committee
CIVIC
To approve the protocols, arrangements and support that the Town Council provides for the Mayor of Kidderminster
To agree arrangements for any Civic events approved by the Full Council and the protocol for these events
To allocate any Community grants provided by the Council
To liaise with any other partners or stakeholders promoting civic pride, culture or heritage in Kidderminster
<p>Honorary Freemen:</p> <ol style="list-style-type: none"> 1. <u>To make recommendations to Full council regarding the awarding of this honour</u> 2. <u>To Liaise with the honorary Freemen of Kidderminster</u>
EVENTS
To approve any applications for external funding for projects not included in the Town Council’s budget
To set and monitor policies in relation to the management of Town Council’s organised and/or sponsored events, including community events and events organised by other parties for the benefit of the communities in Kidderminster.
To approve the formation and Terms of Reference to working or advisory groups supporting delivery of Town Council events.
Where necessary, to provide recommendations to the Council from time to time on matters within the Terms of Reference.
FINANCES
To inform the budget planning process.
To oversee the budget spends, related to the events activities as agreed by Council.
To vire funds between Council approved Events Committee Cost Centres

Draft presented to Council ~~16th April 2025~~ 23rd May 2024

Kidderminster Town Council
Finance and Overview Committee

Terms of reference

Membership: The Mayor, Chairpersons of all the other principal Committees of the Council and all Group Leaders shall be members of the Finance and Overview Committee.

Quorum: 4 Councillors

Substitutes: All members of the Committee should endeavour to attend meetings; where this is not possible, their deputies may substitute.

The Committee

- (a) Is responsible for the financial and property resources of the Council.
- (b) Takes action on behalf of the Council on any matter not delegated to another Committee.
- (c) Monitors the action plan for the delivery of the Council's Strategy and vision 2025-2029
- (d) Reviews the Strategy and Vision for 2025-2029 and makes recommendations to Full Council
- (e) Administers the Corporate Services allocated budget and may vire unspent funds within that budget
- (e) Monitors spending and income against the Council's agreed budgets
- (f) Prepares the Council's annual budget so that Full council can set the Precept requirement
- (g) Receives the internal auditor's reports and approves any actions arising therefrom.
- (h) Sets the membership and delegated powers of its Sub-Committees and the terms of reference of its working groups.

KIDDERMINSTER TOWN COUNCIL

2. OPERATIONAL SERVICES COMMITTEE

Terms Of Reference

1. Scope

Kidderminster Town Council has delegated the functions listed below to the Operational Services Committee. The Committee will provide an opportunity where Officers and Members can bring together their knowledge, skills, and experience in pursuit of Services excellence. The group will consider and determine Operational and Health and Safety of Public Realm amenities relevant to the Town Council and any items raised from this service area.

2. Objective

The main objective of the Committee is to develop and promote controls and initiatives, and to improve standards of service performance throughout the workplace.

3. Terms of Reference

1. To manage and control Allotments, Markets, Parks, Toilets, Open Spaces, Street Furniture to include Benches, Bus Shelters, Finger Posts, Monuments and Clocks, Boundary Signs, Floral Displays, Grit bins, Christmas Lights, Water Feature and Paddling Pool in the ownership of Kidderminster Town Council
- ~~2. To consider and make recommendations to the Council as to policies and initiatives which will contribute to, promote, the Council's strategic operational objectives. These to include provision, repair, renewal, maintenance, development and improvement of operational assets and services.~~
- ~~3.2.~~ To set and monitor policies in relation to the management of the Town Council's Parks
- ~~4.3.~~ To set and monitor policies in relation to the management of Street Furniture including Benches, Bus Shelters, Finger Posts, Monuments and Clocks, Boundary Signs and Grit Bins.
- ~~5.4.~~ To monitor the effectiveness of operational activities, ~~making recommendations to Full Council for improvements as required.~~
- ~~6.5.~~ To ensure that all operational activities support and inform the budget planning process.
- ~~7.6.~~ To approve applications for external funding for any projects which are not already in the Council's budget and monitor their delivery, where successful.
- ~~8.7.~~ To monitor the effectiveness of the Kidderminster Town Council Lengthsman.
- ~~9.8.~~ To function as the Council's operational Health and Safety Committee.
- ~~10. To approve any applications for external funding for projects within the Committee's remit, which are not included in the Town Council's budget. See 7 above~~
- ~~11. To set and monitor policies in relation to the management of Town Council's organised and/or sponsored events, including community events and events organised by other parties for the benefit of the communities in Kidderminster.~~
- ~~12.9.~~ To approve formation and issue Terms of Reference to working or advisory groups supporting delivery of Town Council operational services events.
- ~~13.10.~~ Where necessary, to provide recommendations to the Council from time to time on matters within the Terms of Reference.

4. Membership

- The Operational Services Committee will comprise of 5 Members of the Town Council. The quorum for any meeting will be 3 members. It will be supported by the Kidderminster Town Council Public Realm and Operations Manager and, when required, the Public Realm and Operations Officer.
- All meetings will be open to the public and Guests may be invited to attend the Services Committee meetings for a specific agenda item or meeting.

5. Review of Terms of Reference

The Town Council will formally review the Terms of Reference annually.

6. Amendments to Terms of Reference

Amendments to the Terms of Reference may only be made by the Town Council.

8. Terms of Reference (meetings)

- The Committeegroup shall meet as often as required to effectively conduct its business t-least quarterly
- Minutes will be kept, and a copy supplied to each member of the Council group as soon as reasonably practicable.
- Every effort will be made to re-arrange cancelled meetings as soon as is reasonably practicable.

9. Meeting Dates

- All representatives should actively participate in the meetings and be committed to following through actions allocated to them.
- Agenda and notice of the time and place of the meeting to be published and circulated to members at least 3 clear days prior to meetings.
- Meeting to last no longer than one and a half hours, ?? unless a longer time is agreed by the committee, within that time. the-hour.
- Please arrive in readiness for the meeting to start promptly at the allocated time.

Agreed meeting dates for 2024/25

<u>Date</u>	<u>Time</u>	<u>Location</u>
<u>5th June 2024</u>	<u>18.00</u>	<u>Kidderminster Room WFH</u>
<u>26th September 2024</u>	<u>18.00</u>	<u>Kidderminster Room WFH</u>
<u>10th December 2024</u>	<u>18.00</u>	<u>Kidderminster Room WFH</u>
<u>27th February 2025</u>	<u>18.00</u>	<u>Kidderminster Room WFH</u>

KIDDERMINSTER TOWN COUNCIL**5. PLANNING COMMITTEE****Terms Of Reference****1. Scope**

Kidderminster Town Council has delegated the functions listed below to the Planning Committee. The Committee will provide an opportunity where Officers and Members can bring together their knowledge, skills, and experience in pursuit of Services excellence. The Committee will consider and respond to planning applications, highways schemes and consultations from Government, County and District Councils relating to planning, transport and development affecting the Town.

2. Objective

The main objective of the Committee is to fulfil the role of statutory consultee for the Council and to respond in the best interests of the people and communities of Kidderminster.

3. Terms of Reference

1. To respond, on behalf of the Council, to consultations on planning applications received from local planning authorities.
2. To respond, on behalf of the Council, to consultations about the local development plan or equivalent documents, so far as they relate to Kidderminster.
3. To respond, on behalf of the Council, to consultations by Government, national or regional organisations relating to land use, planning, legislation or policy that affects Kidderminster.
4. To make any recommendations required to Full Council arising from these reports
5. To oversee the Committee's budgets and inform the budget-making process
6. To vire funds between Council approved Committee Cost Centres
7. To approve applications for external funding for any projects which are not already in the Council's budget and monitor their delivery, where successful.

4. Membership

- The Committee will comprise of 7 Members of the Town Council. This should include 1 member from each of the Town Council's electoral wards. It will be supported by an officer appointed by the CEO.
- All meetings will be open to the public and Guests may be invited to attend the Planning Committee meetings for a specific agenda item or meeting.

5. Review of Terms of Reference

The Town Council will formally review the Terms of Reference annually.

6. Amendments to Terms of Reference

Amendments to the Terms of Reference may only be made by the Town Council.

8. Terms of Reference (meetings)

- The Committee shall meet as often as required to meet consultation deadlines.
- Minutes will be kept, and a copy supplied to each member of the group as soon as reasonably practicable.
- Every effort will be made to re-arrange cancelled meetings as soon as is reasonably practicable.

~~9. Meetings~~

- All representatives should actively participate in the meetings and be committed to following through actions allocated to them.
- Agenda and notice of the time and place of the meeting to be published and circulated to members at least 3 clear days prior to meetings.
- ~~• Meeting to last no longer than one hour, unless a longer time is agreed by the committee, within the hour.~~
- Please arrive in readiness for the meeting to start promptly at the allocated time.

KIDDERMINSTER TOWN COUNCIL**4. STAFFING COMMITTEE****Terms Of Reference****1. Scope**

Kidderminster Town Council has delegated the functions listed below to the Staffing Committee. The Committee will provide an opportunity where Officers and Members can bring together their knowledge, skills, and experience in pursuit of Services excellence. The Committee will ensure the Council is adequately staffed and appropriate training and support is available for all Councillors and staff. The Committee will approve staffing levels, performance management and staff terms and conditions.

2. Objective

The main objective of the Committee is to determine the best staffing arrangements for the effective delivery of the Town Council's services.

3. Terms of Reference

1. The Staffing Committee has authority to approve appointment, recruitment and terms and conditions for all employees for the Council, excluding the Council's CEO.
2. The Staffing Committee reviews all employment policies for Council Staff and makes appropriate recommendations to the Finance & Overview Committee.
3. In respect of the Chief Executive Officer, to appoint a panel of 3 members of the Committee, including the Chairperson, to carry out the CEO's annual appraisal and report back to the Committee with any relevant recommendations.
4. In respect of the Chief Executive Officer & Responsible Finance Officer, to:
 - i. recommend to the Full Council appropriate staffing arrangements for the posts and relevant salary scales and conditions;
 - ii. provide the Town Council with recommended Job Description and Person Specification; and
 - iii. propose to the Town Council such recruitment and selection processes as are required for appointment to the post
5. In respect of all other staff, to:
 - i. determine terms and conditions for posts established by the Town Council;
 - ii. agree and implement appropriate recruitment and selections processes for each post; and
 - iii. formally confirm appointments
6. The Chief Executive Officer may consult with the Committee in connection with any staffing related matter.
7. To oversee the Council's appraisal process and to approve any recommendations arising from the annual appraisals, including training and development needs, salary progressions and merit awards.
8. To approve salary scales, terms and conditions and to make any relevant recommendations to the Finance and Overview Committee on salary scale reviews.
9. To review and address staff training and development needs

10. Termination of employment of staff and in the case of the Chief Executive Officer to make recommendations to the Full Council
11. To review and make recommendations to the Finance and Overview Committee with regard to the appointed Personnel consultancy services
12. To review the Council's staffing budget each year, prior to the annual budget-setting process
13. To approve applications for external funding for any projects which are not already in the Council's budget and monitor their delivery, where successful.
14. To establish Sub-Committees and working groups, and to appoint advisers as and when necessary to assist in its work.

Grievance and Disciplinary matters

15. To act as the Council's Grievance and Disciplinary Panel with the necessary delegated decision-making powers in relation to grievance and disciplinary issues for members of the Council's Management Team.

Meetings of the Panel will be called on an ad hoc basis as required, called by the Chief Executive Officer and with notice given to the relevant employee. A minute taker will be present throughout the proceedings.

When carrying out this role the Committee will follow the procedure set out in the Town Council's Grievance and Disciplinary Procedures.

16. To act as the Appeals Panel in relation to any appeal against the decision of the Disciplinary Panel or the outcome of a Grievance.
17. Any Member who has been involved in the original Grievance or Disciplinary Panel shall not form part of the Appeals Panel. Additional Members may be appointed to the Appeals Panel by the Sub-Committee, in the event of a conflict of interests.
18. The Appeals Panel will consider any appeals against dismissal, grading, disciplinary proceedings and grievances by employees of the Council.
19. The Chief Executive Officer will call the meeting and notice will be given to the employee.
20. A minute taker will be present throughout the proceedings.
21. The Panel will follow the procedure set out in the Town Council's Disciplinary Procedure.

4. Membership

- The Committee will comprise of 5 Members of the Town Council. It will be supported by the Chief Executive Officer.
- All meetings will be open to the public and Guests may be invited to attend the Services Committee meetings for a specific agenda item or meeting.

5. Review of Terms of Reference

The Town Council will formally review the Terms of Reference annually.

6. Amendments to Terms of Reference

Amendments to the Terms of Reference may only be made by the Town Council.

7. Terms of Reference (meetings)

- The group shall meet at least quarterly
- Minutes will be kept, and a copy supplied to each member of the group as soon as reasonably practicable.
- Every effort will be made to re-arrange cancelled meetings as soon as is reasonably practicable.

8. Meetings ~~Dates~~

- All representatives should actively participate in the meetings and be committed to following through actions allocated to them.
- Agenda and notice of the time and place of the meeting to be published and circulated to members at least 3 clear days prior to meetings.
- ~~• Meeting to last no longer than one hour, unless a longer time is agreed by the committee, within the hour.~~
- Please arrive in readiness for the meeting to start promptly at the allocated time.

Agreed meeting dates for 2025/26

Date	Time	Location
9 th July 2025	18.00	Kidderminster Room WFH
3 rd December 2024	18.00	Kidderminster Room WFH

The CEO, or the Committee Chairman may call a meeting at anytime, subject to proper notice procedures, etc.

KIDDERMINSTER TOWN COUNCIL

3. TOWN HALL COMMITTEE

Terms Of Reference

1. Scope

Kidderminster Town Council has delegated the functions listed below to the Town Hall Committee. The Committee will provide an opportunity where Officers and Members can bring together their knowledge, skills, and experience in pursuit of Services excellence. The group will consider and determine how the Town Hall can maximise its value as a major civic, community, cultural and commercial asset for the Council and the Communities we service.

2. Objective

The main objective of the Committee is to support the Council in delivering the Town Hall Transformation project and to work to ensure a safe, thriving and attractive town Hall for all its various uses and functions.

3. Terms of Reference

1. To oversee the transformation of the Town Hall
2. To receive regular updates from the Town Hall Manager, including risk assessments
- ~~3. To make any recommendations required to Full Council arising from these reports~~
- ~~4.3.~~ To oversee the return of operations to the Town Hall
- ~~5.4.~~ To receive regular updates from the Town Hall Manager on the return, including risk assessments
- ~~6.5.~~ ~~If required,~~ To make any recommendations required to Full Council arising from these reports
- ~~7.6.~~ To oversee Town hall budgets and inform the budget-making process
- ~~8.7.~~ To vire funds between Council approved Town Hall Committee Cost Centres
- ~~9.8.~~ To approve applications for external funding for any projects which are not already in the Council's budget and monitor their delivery, where successful.

4. Membership

- The Town Hall Committee will comprise of 5 Members of the Town Council. It will be supported by the Town Hall Manager.
- All meetings will be open to the public and Guests may be invited to attend the Services Committee meetings for a specific agenda item or meeting.

5. Review of Terms of Reference

The Town Council will formally review the Terms of Reference annually.

6. Amendments to Terms of Reference

Amendments to the Terms of Reference may only be made by the Town Council.

7. Terms of Reference (meetings)

- The group shall meet at least quarterly
- Minutes will be kept, and a copy supplied to each member of the group as soon as reasonably practicable.
- Every effort will be made to re-arrange cancelled meetings as soon as is reasonably practicable.

8. Meeting Dates

- All representatives should actively participate in the meetings and be committed to following through actions allocated to them.
- Agenda and notice of the time and place of the meeting to be published and circulated to members at least 3 clear days prior to meetings.
- Meeting to last no longer than one ~~and a half hours~~ hour, unless a longer time is agreed by the committee, within ~~that~~ at time. ~~e-hour~~.
- Please arrive in readiness for the meeting to start promptly at the allocated time.

~~Agreed meeting dates for 2024/25~~

Date	Time	Location
30th May 2024	18.00	Kidderminster Room WFH
9th September 2024	18.00	Kidderminster Room WFH
13th November 2024	18.00	Kidderminster Room WFH
12th March 2025	18.00	Kidderminster Room WFH

Kidderminster Town Council

10th April 2025

Agenda Item - St Georges Paddling Pool – Update
Adam Stockhall – Public Realm and Operations Manager

1. Aim

To provide Full Council, position update.

2. Background

Further actions following Full Council update which took place on Wednesday 23rd October 2024.

➤ **10 December 2024 – Services Committee Update**

Committee agreed and all Members notified that the paddling pool would remain closed for 2025, regardless of any formal decision.

Members agreed for the paddling pool working group to continue to look at alternative options.

Member agreed to support a deep clean of the pool to include surround, allocated £2,000- from K004 21034 St Georges Paddling Pool Expenditure

Members agreed to review options and consider recommendations on 27th February 2025 Operational Services Committee, and propose

➤ **Council Resolution 22 January 2025**

➤ **29 January 2025 – Working Group Meeting, unable to elect Chair due to low turnout.**

Elect Chair

Operational update

Co-ops Grant funding, notify of Outcome

Consider alternative Funding – National Lottery Grant

Consider next steps

➤ **Week commencing 13 January 2025**

Undertook deep clean of the pool and surround, to visually improve the area whilst the pool is mothballed.

Paddling Pool will remain on the Services agenda for reviews and updates.

➤ **Week Commencing 3 February 2025**

Paddling Pool working group meeting took place on Wednesday 5th February (Minutes Attached, Appendix 3a)

Cllr Fran Oborski, noted that the Friends of St Georges Park are open to discussions, which would entail the Friends obtaining a fully signed lease between the landowner and applicant (KTC) valid for 10 years.

A volunteer offered to support any application process and personally seek an opportunity to speak with the “Friends of St Georges” and explain to the group and how it could work, please see below draft submitted to the Friends.

➤ **April 2025**

Extract from Friends of St Georges minutes,

Paddling Pool Update: It was reported that the volunteer came to the park to discuss the possible grant from Biffa. It was felt that certain conditions connected to the grant are not really within the scope of the FOSGP. There was then some considerable time spent discussing quite a few aspects of this project. It was re-iterated that the FOSGP cannot be responsible for the pool, as was made clear many months' ago, which is why the Subgroup was initiated. A request will be made to paddling pool group for a nominated person to deal with application and on-going contact regarding grant.

Provision of St Georges Paddling Pool Kidderminster, Upgrade and Refurbishment. Tender Live, inviting contractors to quote to refurb and upgrade, advertised on ProContract Due-North, Tender submission deadline 17th April 2025.

3. Financials

Quote – March 2025

Met with contractors to discuss project requirements based on the original specification.

Quoted cost to undertake the works: **£313,000 – £340,000.**

4. Public Realm and Operation Manager comments

Refurbishment Timeline, to note the importance of agreeing the paddling pool outcome to ensure appropriate time for officers to carry all the necessary works to complete in time, should the Council resolve to open by Summer 2026.

Once the closing date for the St George’s Paddling Pool upgrade and refurbishment (17th April) has passed, a request will be made to hold an additional Services Committee meeting to decide on the next steps. A full report is expected to be presented to Full Council in June 2025.

Kidderminster Town Council

Work Programme for Full Council Meetings for the Municipal Year 2025/26.

Standing Items on each (ordinary meeting) agenda:

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

Other items of Business

Meeting Date	Item
15 May 2025 (Annual Meeting and Mayor-making)	Election of mayor and Deputy mayor for 25-26
	Committee Appointments To appoint memberships of any Committees of the Council
25 June 2025	Asset Register Review
	End of Year Statutory Accounts 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
	To review the Council’s Financial Regulations
	Reports from Outside body representatives
	Bus companies?
	West Mercia Police? (Town Centre team)
	To review Standing Orders and make any amendments agreed.
22 October 2025	Kidderminster BID Presentation
	External Auditor
	Timetable for Budget 25-26
28 January 2026	Review of Town Council Vision 2025-2029
	2026/27 Budget and Precept
	Schedule of meetings for the municipal year 2026/27
22 April 2026	Nomination of Mayor Elect and Deputy Mayor and approval of Mayor’s Charites 26-27
	Annual Review of Strategic Risk register
	Review of Committees’ Terms of reference for 26-27
	Strategic Risk Register