



26th June

Members are summoned to attend the meeting of the **SERVICES COMMITTEE** which will be held in Unit 2, Forest Industrial Park, Crosbie Grove, Kidderminster, DY11 7FX at **6:00 PM** on **2nd JULY 2025**.

Rob Beeston
Public Realm and Operations Officer

Membership: Councillors J.Beckingham (Chair), H. Dyke (Vice Chair) G. Connolly, N. Gale, S. Miah, L Carroll, V. Caulfield

AGENDA

1. Apologies for absence

2. Declarations of interest

To receive declarations for items 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. Minutes (Appendix 1)

To receive and approve the minutes of the meeting of Services Committee on held on 3rd June

5. Terms of Reference (Appendix 2)

To note the Committee's Terms of Reference, as agreed by Full Council on 16th April 2025.

6. Public Realm and Operations Update (Appendix 3)

To receive a positional update on current position within the Public Realm and Open Space setting.

7. Operational Business Continuity (Appendix 4)

To receive and approve the operations business continuity plan.

8. Kidderminster Ring Road Waterfall area (Appendix 5)

To receive a report and consider recommendations.

9. Review of operational Service Level Agreements with Wyre Forest District Council (Appendix 6)

To receive a report and consider recommendations

10. Implementation of a Health and Safety System for Operational Services. (Appendix 8)

To receive a report and consider recommendations

11. Baxter Park

To review arrangements for public access at the tennis club in Baxter Park

**KIDDERMINSTER TOWN COUNCIL
OPERATIONAL SERVICES COMMITTEE
Minutes of the meeting held on Tuesday 3rd June 2025
Held in Unit 2 Forest Industrial Park at 6pm**

Present:

Councillors:

Councillor Dyke (Chair)

Councillor Gale

Councillor Carroll

Councillor Caulfield

Councillor Miah

Councillor Chambers

Councillor Connor

In attendance:

Mr A Stockhall – Public Realm and Operations Manager (PROM)

Mr R Beeston – Public Realm and Operations Officer (PROO)

1. Apologies for Absence:

Apologies were received from Cllrs. George Connolly, John Beckingham

2. DECLARATIONS OF INTEREST

Councillor Liam Carroll, declared to being a member in the Save the Paddling Pool Group.

3. MINUTES

RESOLVED: That the minutes of the previous meeting held on Thursday 27th February 2025 be approved as a true record and signed by the Chair.

4. PUBLIC QUESTION TIME

None

5. KIDDERMINSTER MARKETS

The Committee received a report from the PROM detailing the proposals within the report, Kidderminster Markets and considered the recommendations.

RESOLVED:

- a. To approve Kidderminster Town Council agrees to maintain the Licence to operate Markets within Kidderminster Town.
- b. To approve Bescott Promotions LTD manage the operations of the Kidderminster Market.

6. ST GEORGES PADDLING POOL

The Committee received a report from the PROM detailing the proposals within the report, St Georges paddling Pool and considered the recommendations.

RESOLVED:

- a. For the PROM to develop and submit a structured series of questions to *The Friends of St George's*, with the purpose of gaining greater clarity on their proposal to assume a long-term lease of the paddling pool. The questions should aim to explore key areas such as governance, funding, maintenance plans, public access, liability, and long-term sustainability.
- b. For the PROM to prepare and circulate a structured series of questions through email to Members of the Operational Services Committee for review. The purpose is to ensure alignment and transparency before seeking formal approval to share the questions with *The Friends of St George's*. This process will help ensure that the Committee is fully informed and supportive of the approach being taken to assess the proposal for a long-term lease of the paddling pool
- c. For the PROM to explore the scheduling of an additional meeting of the Operational Services Committee at the earliest opportunity, with the purpose of reviewing the responses received from *The Friends of St George's* to the structured questions. This meeting would provide a dedicated forum for in-depth discussion, evaluation of the proposal, and consideration of any implications. The outcome of this meeting should be a formal recommendation to be presented to the October Full Council for a decision on the proposed long-term future of the paddling pool.
- d. To carry out a sympathetic clean of the pool and surround, to be completed by the PROM & PROO.

KIDDERMINSTER TOWN COUNCIL
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 set and monitor policies in relation to the management of the Town Council's Parks
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.
4. To monitor the effectiveness of operational activities
5. To ensure that all operational activities support and inform the budget planning process.
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.
7. To monitor the effectiveness of the Kidderminster Town Council Lengthsman.
8. To function as the Council's operational Health and Safety Committee.
9. See 7 above To approve formation and issue Terms of Reference to working or advisory groups supporting delivery of Town Council operational services.
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 7 Members of the Town Council. The quorum for any meeting will be 4 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 Committee shall meet as often as required to effectively conduct its business
- Minutes will be kept, and a copy supplied to each member of the Council 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.
- Please arrive in readiness for the meeting to start promptly at the allocated time.

Kidderminster Town Council
Operational Services Meeting

2nd July 2025

Report to Operational Services Committee

Agenda Item – Public Realm and Operations Update

1. Aim

The purpose of this report is to update Members on the current operational position related to the Public Realm and Operations.

2. Background

Current list of assets which are currently being managed and maintained within Operational Services.

- St Georges Park
- Broadwaters Mill Park
- Baxter Gardens
- St Marys grounds adjacent to the Church
- Street Furniture, Inc benches, bus shelter, Welcome to Kidderminster Boundary Nameplates
- Directional Finger Posts
- Kidderminster Allotments (8 in total)
- Waterfall
- Market Street Toilets
- Kidderminster Market
- Grit Bins (Not all)
- Monuments/Clocks, Horse sculpture and War Memorials
- Floral and Hanging Baskets
- Christmas Lights
- Health and Safety

3. Current Operational Position

Currently all public realm has a schedule of works, which ranges from cleaning to inspections, repairs and maintenance, for example painting.

Parks Ground Maintenance are undertaken by a third-party contractor MG&B with a schedule of works, which is monitored and inspected, this includes grass cutting, litter picking and bin emptying.

Trees are inspected through a detailed inspection regime, with all high and medium risk works completed. Low works have been completed for 2024 and we plan to have a further full and detail tree and report undertaken in Summer/Autumn 2025.

Play areas are checked and maintained and follow a strict health and safety regime.

We have a number of SLA (Service Level agreements) in place with WFDC, for toilet cleaning, supply floral and hanging flower baskets, mechanical sweeping and allotment trees and St Marys Ground maintenance.

4. Snapshot of works since 27th February

➤ Parks

- Green flag desktop and field judging have taken place with the awards being announced mid-July
- New wildflower areas seeded.
- Fallen tree
- Repairs and re-seeding of Baxter Gardens dog exercise area
- New Cotswold stone footpath installed at Baxter Gardens
- Painting and Deep Cleaning Park Furniture
- Clearing waterways
- Biodiversity improvements grant applied for (£5000 with 30% match funding) for improvements at Broadwaters Mill Park (water course improvements)
- Installation of extra play equipment at Broadwaters Mill Park
- New interpretation panels installed at Broadwaters Mill Park
- Play equipment repairs
- Managed Traveller incursion - Broadwaters Mill Park
- Stream Bank repairs

➤ Public Realm

- Continuing to keep all KTC public realm street furniture, boundary plates and benches in a cleaned condition.
- RB met with the Operations Manager from WFDC to discuss SLAs.
- Deep clean of Market Street toilets have been completed.
- Management of Kidderminster Markets (annual income £10,000)
- Progressing painting of street furniture

- Waterfall issues investigated.
 - Removal of graffiti on Town Council land
 - Repairs to Market Street toilet
 - Allotment Improvements including hedge and tree works.
- **Back Office/Safety**
- New Operational Office project completed.
 - Continuing to grow our social media presence.
 - Health and safety monitoring system (Play Inspection App)
 - Implemented detailed risk Assessments and Inspections
 - Agreed and re-designed Service Level Agreements with partners
 - Grow our inventory of tools and equipment.
 - Implemented Operational Policies
 - Expanding staff work programmes

Works Pictures – Parks

Fallen Limb - Broadwaters



Fallen Tree Baxter Gardens



Wannerton Brook bank repairs



Broadwaters Play Area new equipment



New interpretation panels Broadwaters



Baxter Gardens new footpath



New Monument Sign installed St Georges



Public Realm

Hanging Baskets Installed



Richard Baxter Monument deep cleaned



Town Centre planters restored (planted and installed posy TH completion)

Before



After



Incredible edible planters



5. **Friends Groups updates**

➤ **Friends Of St Georges Park**

The Friends of St George's Park remain active and are working collaboratively with KTC on ongoing park improvements. Recently, in partnership with M&BG, KTC provided four new trees which were selected by the group and planted on site. The Friends are also working with the council to improve the wildflower meadow, which is currently underperforming in terms of species diversity and flower stock. Discussions are ongoing to enhance the planting scheme and biodiversity value of the area.

➤ **Friends Of Broadwaters Park**

The Friends of Broadwaters Mill Park continue to be an active and engaged group. They maintain a regular litter-picking schedule and have undertaken weeding on the remaining border they manage. KTC worked alongside the chair on the Green Flag judging day. The group supported this year's Broadwaters Fayre with a community stall and remain in good communication with council officers. Responsibility for maintaining the *Senses Garden* has now been transferred to KTC to maintain. The group is particularly keen to progress long-term projects, including the repurposing of the old toilet block and a proposed restoration of the historic waterwheel and mill building, with aspirations to explore hydroelectric potential as part of a wider heritage and sustainability initiative.

➤ **Friends Of Baxter Gardens**

The Friends of Baxter Gardens group is currently inactive in practical terms, with no officers elected at the recent AGM and ongoing difficulties in recruiting new members. The chair has expressed feeling under pressure and limited in capacity, although she has kindly agreed to continue minimal support for watering planters. The group is facing significant barriers, including banking issues and lack of governance capacity. A possible merger with the St George's Park group is being explored. At present, the group cannot be considered functionally active, and officer support has been scaled back accordingly while monitoring continues.

6. Finances

Total Operational Budget £350,000

MB&G Grounds Maintenance Contract £51,000

Service Level Agreements

- St Marys Grounds maintenance £13,605
- Allotment Tree Inspections £2,800
- Floral and Hanging Baskets Supply and Maintain (May – Sep) £14,913
- Mechanical Sweeping, Parks and Park Car Parks £5,850
- Market Street Toilet Cleaning £24,690
- Christmas Lights £23,000

7. Looking Ahead

➤ Looking ahead

- In discussions with WFDC on parks transfers
- Set our detailed work programs in conjunction with the Friends Groups as set out in the Memorandum of Understanding
- Take on more open spaces and assets
- Improve partnership working
- Be more self-efficient
- Grow Operational team
- Continually drive improvements
- Look in to grant funding for repurposing Broadwaters Toilet Block
- Improve Biodiversity
- Operational Services corporate branding

Kidderminster Town Council

Public Realm and Operational Services



BUSINESS CONTINUITY PLAN

Author	Public Realm and Operations Manager
Version	1
Effective From (Committee date)	

Review date					

Introduction	Page 3
Aim of the Plan	
Plan Activation	
Notification of a Business Interruption	Page 4
Documentation	
Business Function Importance	
Definitions	Page 5
Staff Welfare	
Equipment	
Data Protection	
Business Summary	Page 6
Service Locations	
Operational Unit	
Operational Vehicle Insurance Premises Incident	Page 7- 11
Outside Office Hours Business Continuity	
Infrastructure Incident If the outage is ongoing	
Loss of staff key Recovery Phase	
Maintenance and Review of the Plan	

BUSINESS CONTINUITY PLAN

Introduction

This document will form the basis of business continuity for Kidderminster Town Council Public Realm and Operational services in the event of an interruption to business.

The Plan will outline procedures to be taken in the event of a business interruption which may affect service areas located at Unit 2, Forest Industrial Park, Crosbie Grove. This is an operational document which will be monitored and updated.

This Plan contains a number of appendices which contain details required by Kidderminster Town Council Operational Services committee to ensure the continuity of business.

Any personal information collected in relation to business continuity will only be used for that purpose.

Aim of the Plan

The aim of this Business Continuity Plan (BCP) is to ensure the Town Council are able to continue business with as little disruption as possible, no matter what the location, and to ensure that any critical business functions are re-established as soon as possible.

Plan Activation

In the event of a business interruption, an immediate notification will be given to the most appropriate operational officer. A call will then be made to the Chief Executive (CEO) for general matters.

In response to any **major** interruption to business the Public Realm and Operations Manager will notify the CEO, officers, Mayor and elected Members, and any emergency services.

It is generally accepted that most business interruptions will be able to be dealt with in a relatively short space of time without the need to contact any other organisation or persons.

The CEO will be provided with feedback regarding any significant business interruption.

Notification of a Business Interruption

Notification of a business interruption will most likely come from Town Council personnel who occupy the sites identified within the plan. In any situation it is essential that the Town Council's CEO is contacted as soon as possible.

The Public Realm and Operations Manager and Officer, have the authority to activate the Public Realm and Operational Services BUSINESS CONTINUITY PLAN and will act as the co-ordination unit to assist the quickest return to normal business.

The Public Realm and Operations Manager will assume the role of the Business Continuity Manager in relation to the Public Realm and Operations. The primary role of the Business Continuity Manager is to formulate the Council's overall strategic response to the business interruption. The Public Realm and Operations Manager will inform the Chief Executive, relevant Members, and any other relevant bodies such as the Emergency Services and communicate with the public via the Councils website, social media, local news outlets and notice boards.

The priorities will be:

- Staff safety and welfare
- Public Safety
- Recovery of essential services
- Legal Compliance

In the absence of the Public Realm and Operations Manager, The Public Realm and Operations Officer will assume responsibility and act on behalf of the Public Realm and Operations Manager.

Where an incident involves the disruption of IT, Wyre Forest District Council will be informed.

Documentation

This Business Continuity Plan will be sent by the Public Realm and Operations Manager to the CEO and to all staff and Councillors.

Business Function Importance

Business Critical Functions are defined as follows:

A **"Class One Function"** is an essential function needing to be restored within 0-24 hours.

A **"Class Two Function"** is an important function needing to be restored within 3 days.

A **"Class Three Function"** is a function which can be restored progressively after 14

days.

“Time Sensitive Functions” are identified as being functions which become more important to re-instate depending upon the time of the week, month or year etc.

Definitions

A Business interruption is any unwanted incident which threatens personnel, buildings or the operational procedures of the organisation and requires special measures to be taken in order to restore daily activities. For the purpose of the plan the following scales of business interruption have been determined.

The term ***“Minor Business Interruption”*** is defined as a business interruption which affects part of a service area.

The term ***“Significant Business Interruption”*** is defined as a business interruption which affects a number of service areas but not in their entirety which may be located over a number of sites, or one specific site.

The term ***“Major Business Interruption”*** is defined as a business interruption which affects a number of service areas in their entirety or more than one specific site.

Staff Welfare

It must be recognised that an incident that results in the enacting of this plan may also cause additional pressures for staff. Staff members need to be given clear direction about the priorities of the business. Managers must ensure that they monitor staff closely to ensure that their welfare is maintained.

Staff should be aware of what their role is when a major incident occurs. Clear and concise communication with staff is pivotal to having an organized response. Staff must be made aware of what communication methods are going to be used so they can find out the latest information if they are going to be working from a different location than normal.

Equipment

All staff have a work laptop or other IT equipment to enable them to work away from the office in an emergency. Phone numbers are shared with all members of staff. Staff will be reimbursed for any out-of-pocket expenses incurred (with the approval of the CEO)

Data Protection

When working away from home as a result of an unexpected office closure, all data on work laptops must be protected in accordance with WFDC/KTC policies and working practices must be in line with General data protection regulations. All connections by a work laptop to the internet, when away from the workplace, must be made using a secure password protected internet VPN connection.

Business Summary

Kidderminster Town Council have:

A Class One Function

- ICT Function

A Class Two Function

- Operational Vehicle.

A Class Three Function

- All other services, parks, toilets, allotments, and Operational Unit

Generally speaking, any business interruptions are likely to be minor. In the event of a major business interruption the Council would follow the North Worcestershire Business Continuity procedures, led by the Wyre Forest District Council.

Service Locations

Location	Services	Tel Number	No of Staff	Alternative Location
Operational Services Unit. (Depot) Unit 2 Forest Industrial Park Crosbie Grove Kidderminster, Worcs DY11 7FX	Storage of Operational equipment and plant Administrative		2.5	Kidderminster Town Hall, Vicar Street Kidderminster

The Town Council owns a number of other buildings such as, park pavilions, tennis club and toilets however these are not essential to the running of the Council and have not been included in this plan. These buildings are covered under council insurance and third-party insurance.

Operational Unit

The Kidderminster Town Council Operational Unit is the central point for the service provision of Public Realm and Operational Service delivery, services include,

- Management of Parks and Open Spaces, Baxter Gardens, Broadwaters Mill Park, and St Georges Park
- St Mary's Courtyard Grounds
- Allotments, 8 in total,
- Market Street Public Conveniences
- Maintenance of Street Furniture
- High Street Markets
- Operational deployment of Christmas Lights
- VAS signs and Lengthsman Scheme

➤ Floral Displays

In the event of the loss of the building the services would be transferred to the Town Hall.

Operational Vehicle

The Kidderminster Town Council relies on its vehicle (HV24 THF) to effectively manage public realm and parks services. If the vehicle is stolen, damaged and is unavailable for periods of time, the Council has a contingency plan in place to hire a replacement vehicle from a local lease company, ensuring that essential services can continue without disruption.

Insurance

As soon as practical the CEO will be appraised of the circumstances and all losses and the Council's insurers will be contacted, Zurich, (tel. 0800 028 0336). Where possible, loss mitigation and salvage should be identified and reported accordingly.

Vehicle Insurance is covered by Zurich (tel: 0800 916 8872)
Vehicle Reg HV24 THF

Premises Incident

A premises incident can include flood, fire, or any other disaster that renders the Operational Unit inaccessible.

Action	Details	Responsible Person(s)
1. Evacuate the building	Follow normal fire drill procedure	Public Realm & Operations Manager Public Realm & Operations Officer
2. Check evacuation is complete	Staff and visitor safety is the priority. Check everyone on-site has been evacuated	Public Realm & Operations Manager Public Realm & Operations Officer
3. Verify if incident is real	If false alarm, resume business as normal	Public Realm & Operations Manager Public Realm & Operations Officer
4. Call emergency services	999	Public Realm & Operations Manager Public Realm & Operations Officer
5. Record details of any injuries sustained in the incident	Record in Incident Book	Public Realm & Operations Manager Public Realm & Operations Officer
6. Alert staff, visitors and Councillors	Alert any staff due to arrive on-site soon of the incident, and tell them to await further instructions	Public Realm & Operations Manager Public Realm & Operations Officer
7. Assess impact	Clerk to assess the scale of the incident and decide next steps	Public Realm & Operations Manager Public Realm & Operations Officer

5. Alert Councillors	Inform all Councillors	Public Realm & Operations Manager Public Realm & Operations Officer
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Outside office hours:

Action	Details	Responsible Person(s)
1. First person on-site to notify Clerk	Do not enter the building	Public Realm & Operations Manager Public Realm & Operations Officer
3. Alert staff	Alert any staff due to arrive on-site soon of the incident, and tell them to await further instructions	Public Realm & Operations Manager Public Realm & Operations Officer
5. Alert Councillors	Inform all Councillors	Public Realm & Operations Manager CEO

Business continuity:

Critical activity	Details	Responsible Person(s)
Phones	Staff to use personal mobile phones of which details are shared via the staff contact log. Calls to the office number being recorded and available to the Clerk and Assistant Clerk, who will ensure messages are forwarded to the appropriate staff member.	Public Realm & Operations Manager CEO
Internet	Staff to use home internet connections.	Public Realm & Operations Manager CEO
Inform insurance company	Zurich Policy: Policy No: YLL-2720449683 Dated 1-4-24 Property Claims: 0800 028 0336 Policy No: YLL-2720449683 Motor vehicle: 0800 916 8872 Legal Expenses: 0117 934 2116	Public Realm & Operations Manager CEO
Post redirection	Post Office	Office staff to organize at request of CEO
Inform service providers, residents and others	Website, social media, local news outlets and noticeboards	Public Realm & Operations Manager Office Staff

Infrastructure Incident

An infrastructure incident can include the loss of computer / telephony systems, internet access, or power. If the outage is temporary, inform staff to remain and await further instructions.

Infrastructure	Details	Responsible Person(s)
Phones & Internet (Broadband) Connections	Contact phone provider to ascertain extent of outage: TBA	Public Realm & Operations Manager Public Realm & Operations Officer
IT - Computer Network	Contact IT Network provider WFDC: WFDC Help Desk 01562-732142 support@wyreforestdc.gov.uk	Public Realm & Operations Manager Public Realm & Operations Officer
Mains power	TBC	

If the outage is ongoing:

Critical activity	Details	Responsible Person(s)
Phones	Staff to use personal mobile phones of which details are shared via the staff contact log. Calls to the office number being recorded and available to the Public Realms Manager & Officer	All Staff
Phones & Internet (Broadband) Connections	Staff to use home internet connections. See Focus contact details above.	All Staff
IT - Computer Network	Staff to use laptop and mobile devices from home. For IT & Network support see above.	All Staff
Mains power	Staff to work from Town Hall until power is restored. If power outage is widespread and staff homes are also affected contact local shared office providers to rent desk space.	All Staff
Meetings	Move any scheduled meetings and ensure that Councillors and attendees are informed of the change of meeting place	All Staff
Communication with Councillors	Ensure that emails to Councillors are forwarded and other lines of communication are maintained.	All Staff

Post	Post to be redirected as required	Office Staff
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Loss of key staff

A staff incident can include a sudden family emergency, injury or other event which renders a key member of staff suddenly unable to work.

Critical activity	Details	Responsible Person(s)
1. Identify interchangeable staff	All members of staff should have team members who can perform their roles, even if it is in a reduced capacity. Identify the relevant person and support them in carrying out business-critical activities	All staff
2. Assess extent of loss	Identify whether the affected staff member's absence is likely to be temporary, longer-term, or permanent.	Public Realm & Operations Manager CEO
3. Longer term loss of staff	Alert Staffing and Finance committee to discuss appropriate action	CEO
4. Recruit temporary or full- time replacement	Follow the standard recruitment procedure to find a full-time, part-time, or fixed-term contract (as appropriate) replacement.	CEO Staff & Finance Chair and Committee
5. Assess and address the impact on colleagues?	Need for counselling/ support?	Public Realm & Operations Manager CEO

Recovery Phase

The purpose of the recovery phase is to resume normal working practices for the entire organisation. Where the impact of the incident is prolonged, normal operations may need to be delivered under new circumstances, different location etc.

Action	Details	Responsible Person(s)
1. Agree and plan the actions required to enable recovery of normal working	Agreed actions will be detailed in an action plan and set against time scales with responsibility for completion clearly indicated.	Public Realm & Operations Manager CEO
2. Respond to any long-term support needs of staff	Depending on the nature of the incident, Council may need to consider providing support services	Public Realm & Operations Manager CEO
3. Publicise that there is now 'business as usual'	Inform public/customers through normal channels	Public Realm & Operations Manager
4. Carry out a debrief of the incident and complete report to document opportunities for improvement and any lessons identified	This should be reviewed to ensure key actions resulting from the incident are implemented within designated time scales.	Public Realm & Operations Manager Public Realm & Operations Officer
5. Review this Continuity Plan considering lessons learned from incident and the response to it	Implement recommendations for improvement and update the plan. Ensure a revised version of the plan is read by all members of staff.	Public Realm & Operations Manager CEO

6. Report to full Council	Ensure Councillors are aware of any recommendations arising from a review of the incident	Public Realm & Operations Manager CEO
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Maintenance and Review of Plan

Any changes in personnel which affect the plan should be addressed immediately. The plan should also be checked and reviewed as follows:

- When there has been an incident which necessitates the utilisation of the plan, an incident report should be prepared and an assessment of the plan's performance should be carried out.
- When there is a significant change in the way that the Town Council is run because of a change in legislation etc. the effects should be evaluated with respect to the plan.

Approved at the meeting held

Kidderminster Town Council

Operational Services Committee – Tuesday 2nd July 2025

Agenda Item: Proposed works to Kidderminster ring road Waterfall

Report by: Rob Beeston – Public Realm and Operations Officer

1. AIM

To outline further improvement options for the Kidderminster Ring Road Waterfall area that enhance public engagement, improve site aesthetics, and support the waterfall's long-term community value.

2. BACKGROUND

Following the report presented to the Operational Services Committee on 27th February 2025, and the subsequent resolution for officers to undertake further review, additional options have been identified that could be implemented alongside or independently of technical repairs to the water feature.

These proposals focus on low-cost enhancements to improve the visual quality, community relevance, and usability of the site, especially if decisions regarding the future operation of the waterfall are to cease its use as a water feature.

3. ADDITIONAL OPTIONS

Introduction of Soft Landscaping

Subject to site suitability, soft landscaping features could be added to enhance the public realm. This may include:

- Installation of appropriate trees (ornamental or native species) that are low-maintenance and suitable for the location.
- Inclusion of planting beds or large containers featuring perennial shrubs or ground cover to soften the area and increase biodiversity.

Provision of an Information Board

An information panel could be placed near the waterfall, containing historical context about the waterfall feature. (Its designation as a post-Covid memorial?).

The board would be designed for durability, with potential for digital engagement via QR codes linking to additional online content or Council resources.

Improved LED Lighting

New lighting could be installed to complement the existing LED system. This may include programmable colour-changing LED units to increase visibility and visual impact, particularly during evenings or commemorative events. Consideration would be given to the use of energy-efficient and weatherproof fittings, with a focus on minimising running and maintenance costs.

4. FINANCIAL CONSIDERATIONS

Costs for these additional options are currently indicative and would be subject to quotes and officer review. Preliminary research suggests that installation of a lighting upgrade, landscaping, and signage could be pursued within the scope of existing budgets. It should be noted for the sake of this report electrical costs for the waterfall are mainly due to running the waterfall (pump) and it is expected that removal of this feature will significantly reduce energy costs.

Projected costs –

- Soft landscaping £1000 to £1200
- Interpretation Panel £600
- LED lighting upgrade £400

Existing Budget - K001 21038 WATER FEATURE £4100

5. RECOMMENDATIONS

It is recommended that Services Committee RESOLVES:

-To APPROVE the proposed options for improved lighting, soft landscaping, and installation of an information board.

Kidderminster Town Council

Operational Services Committee – Tuesday 2nd July 2025

Agenda Item: REVIEW OF OPERATIONAL SERVICE LEVEL AGREEMENTS WITH WYRE FOREST DISTRICT COUNCIL

Report by: Rob Beeston – Public Realm and Operations Officer

1. AIM

To review the current Service Level Agreements (SLAs) between Kidderminster Town Council (KTC) and Wyre Forest District Council (WFDC) for operational services and to recommend a strategy for future delivery, taking into account emerging local government reorganisation, service performance, costs, and employment obligations.

2. BACKGROUND

KTC currently holds formal agreements with WFDC to deliver services across the town. These contracts were executed on 10 April 2024 for a three-year term from 1st April 2024 to 31st March 2027, with automatic renewal on a rolling 12-month basis unless six months' written notice is given by either party. As part of regional devolution, the potential abolition of WFDC has been raised. Should this occur, there may be disruption to service continuity, workforce arrangements, and contract performance. It is prudent that the Town Council considers proactive options to safeguard service delivery and to review value for money.

Current Agreements and Year One Costs:

Service Area	Annual Cost	Summary of Provision
Market Street Toilets	£24,690	Daily opening/cleaning, H&S checks, minor reactive maintenance
St Mary's Churchyard	£13,605	Grounds maintenance, inspections, weed control
Mechanical Sweeping	£5,850	Monthly mechanical sweeping of three park areas
Allotment Maintenance	£2,800	Tree inspections across eight allotment sites only
Total	£46,945	

3. KEY ISSUES

Cost and Service Scope

The agreements are fixed-cost, limited-scope contracts that often require KTC to request additional quotes for minor and routine works (e.g., toilet repairs, allotment boundary maintenance). Initial informal benchmarking suggests independent contractors may offer more cost-effective or flexible solutions.

TUPE (Transfer of Undertakings) Risk

All contracts contain a clause recognising the potential for TUPE (Transfer of Undertakings Protection of Employment Regulations 2006) to apply at termination or transfer. However, based on operational insight, the KTC Public Realm team believes the TUPE risk to be negligible, for the following reasons:

- The toilet cleaning service is provided by a single WFDC operative, who is understood not to work exclusively on KTC services.
 - Other services (e.g. allotment inspections, sweeping) are spread across teams and form only a minor part of WFDC staff duties.
- Nonetheless, a formal request for TUPE-related staffing information is still recommended for legal assurance.

Organisational Change at WFDC

With potential structural changes at district level, continued reliance on WFDC poses risks of service degradation or uncertainty. There is an opportunity to negotiate early withdrawal or give advance notice to terminate the agreements effective 31 March 2026.

4. OPTIONS CONSIDERED

Option A: Maintain Current Contracts Through 2027

Offers stability

Avoids need for procurement

Retains inflexible, limited-scope agreements with ongoing cost uplifts

Uncertain future operational service delivery past March 2027

Option B: Serve Termination Notices to End by 31 March 2026

Provides time to procure new providers or insource functions

Avoids automatic renewal and cost escalations

Allows strategic planning for any potential staffing impacts (noting TUPE risk is low)

5. RECOMMENDATIONS

It is RECOMMENDED that the Services Committee RESOLVES:

1. That the Public Realm & Operations Officer is instructed to write to WFDC to:
 - Request anonymised TUPE staffing data across all four service areas;
2. That the Public Realm & Operations Manager is further instructed to serve six months' notice to terminate the SLAs, to take effect on 31 March 2026.
3. That the Public Realm & Operations Officer be authorised to undertake market testing and options appraisal for alternative service delivery models, including the use of external contractors and potential in-house solutions.

APPENDICES

Appendix A: St Mary's Churchyard SLA

Appendix B: Market Street Toilets SLA (noting delivery by a single WFDC operative)

Appendix C: Mechanical Sweeping SLA

Appendix D: Allotment Maintenance SLA

Appendix E: Draft Letter to WFDC (Initiating Early Exit & TUPE Inquiry)

DATED

10 April

2024

KIDDERMINSTER TOWN COUNCIL (1)

- and -

WYRE FOREST DISTRICT COUNCIL (2)

**AGREEMENT FOR
THE SUPPLY OF**

**Town Council Services
For Operational Services – St Mary's Churchyard**

**Legal Services
Wyre Forest District Council
Wyre Forest House
Finepoint Way
Kidderminster
DY11 7WF**

THIS AGREEMENT is made on 10 April 2024

BETWEEN

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire, DY10 1DB ("**KTC**")
- (2) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House Finepoint Way Kidderminster DY11 7WF ("**WFDC**")

BACKGROUND

- (A) KTC has requested that WFDC provide ground and maintenance services to St Mary’s Churchyard under the terms of this Agreement.
- (B) WFDC and KTC have agreed the description of the services and the fees payable for the provision of the services and have set these out in this Agreement.
- (C) The Parties enter this Agreement under the powers provided by s99 of the Local Government and Public Involvement in Health Act 2007, s111 of The Local Government Act 1972 and the Local Authorities (Goods and Services Act) 1970 and any other enabling powers.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

ADDITIONAL SERVICES	means the services offered by WFDC which do not form part of the Services at the Commencement Date but may be requested by KTC in accordance with Clause 5.2 and Schedule 3
AGREEMENT	means the contract for the supply and acquisition of the Services
AUTHORISED OFFICER	means the Solicitor to the Council of WFDC or in her absence the Chief Executive of WFDC
COMMENCEMENT DATE	means 1 st April 2024
CONTRACT PERIOD	3 years
DP LEGISLATION	all applicable data protection and privacy legislation in force from time to time in the UK

	including the UK GDPR and Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
SERVICE FEE	means the Service Fee for the Services as set out in Schedule 3
SERVICES	means the Services to be supplied by WFDC to KTC under the terms of this Agreement and more particularly described in Schedule 1
SUPERVISING OFFICER	means the Clerk to KTC or in his/her absence such other officer notified in writing to the Authorised Officer by KTC
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT	Value Added Tax

- 1.2 The terms and expressions set out in Clause 1.1 shall have the meanings ascribed therein.
- 1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.4 Words importing the masculine include the feminine and the neuter.
- 1.5 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.7 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 BASIS OF PURCHASE

- 2.1 In consideration of the payment of the Service Fee by KTC to WFDC, WFDC **HEREBY AGREES** with KTC to carry out execute and complete the supply of the Services.

- 2.2 In consideration of the supply of the Services and of the acknowledgements warranties and undertaking on the part of WFDC in the Agreement, KTC **HEREBY AGREES** to pay to WFDC the Service Fee or such other sum or sums as shall from time to time become and be certified by the Supervising Officer to be lawfully due to WFDC in accordance with the Agreement.
- 2.3 This Agreement shall take effect on the Commencement Date and shall continue for the Contract Period unless it is otherwise terminated or extended in accordance with this Agreement.
- 2.4 To terminate the Agreement at the expiry of the Contract Period, either party shall give the other no less than 6 months notice in writing. Following the expiry of the Contract Period, if notice to terminate has not been served, the Agreement shall continue on a rolling 12 months basis unless terminated by either party giving the other 6 months notice in accordance with Clause 13.1. For each year of the Contract Period including any extension, the Service Fee shall be inflated by 5% or in accordance with RPI (in March of the renewal year) whichever is the higher. If at any time WFDC can demonstrate to KTC's reasonable satisfaction the rate of 5% is not sufficient to cover the increased costs in providing the Services (due to inflation or otherwise) the Parties shall agree an increase in the Service Fee which reflects the evidenced increase in costs at all times having the ability to rely on Clause 14.
- 2.5 The parties acknowledge that they owe each other a duty of good faith and shall at all times act in good faith towards each other and shall use all reasonable endeavours to ensure the observance of the terms of this agreement.

3 SERVICES

- 3.1 The quantity, quality and description of the Services shall subject as provided by this Agreement be as specified in the Schedules.
- 3.2 WFDC shall comply with all applicable regulations or other legal requirements concerning the performance of the Services.
- 3.3 KTC relies on the skill and judgement of WFDC in the performance of the Services and the execution of this Agreement.
- 3.4 It is recognised by KTC that prior to the transfer of assets by WFDC to KTC on 1st April 2016 and 1st April 2019 WFDC carried out the Services as part of their public authority functions. Nothing in this Agreement shall require WFDC to perform the Services to a higher standard or frequency than it did prior to that date.

4 SERVICE FEE

- 4.1 The Service Fee shall be:
- 4.1.1 exclusive of any applicable VAT (which shall be payable to WFDC subject to the receipt of a VAT invoice); and
 - 4.1.2 inclusive of supplies and materials

4.2 Other than in accordance with schedule 2 no increase in the Service Fee may be made without the prior written consent of KTC.

4.3 The Service Fee shall be paid in accordance with Schedule 2.

5 VARIATION

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 In the event that KTC wishes to request Additional Services the Supervising Officer shall request a quotation from WFDC. WFDC shall provide notification of whether it can provide the Additional Services and a quotation within 28 days. The Parties shall agree the Additional Services Request in the format provided at Schedule 3 which shall be signed by the Authorised Officer and the Supervising Officer prior to the Additional Services being provided. The terms of this Agreement as amended shall apply to the provision of the Additional Services, so far as they are applicable.

6 MONITORING

6.1 The Contact Officer shall provide bi-annual reports to the Supervising Officer containing, amongst other things, the following information:

6.1.1 Summary of any works undertaken

6.1.2 Record of any complaints / feedback

6.2 The Contact Officer and the Supervising Officer shall meet within one month of receipt of the report to discuss the performance of the Services, any improvements which could be made or any variations to this Agreement. If requested by the Supervising Officer the Authorised Officer shall also attend.

7 LIMITATION OF LIABILITY

7.1 Neither WFDC nor KTC shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond that party's reasonable control, provided that it has taken all reasonable steps, or measures to mitigate any loss or disruption to the other Party.

7.2 WFDC will not be liable to KTC in the event of a failure to provide the Services or in respect of errors in the provision of the Services where those arise as a result of incorrect information or instructions provided by KTC to WFDC.

8 INSURANCE

8.1 WFDC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WFDC, arising out of WFDC's performance of the Agreement

8.2 WFDC shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

9 WFDC'S OBLIGATIONS

9.1 WFDC warrants that:

9.1.1 the Services shall be provided with all reasonable skill and care

9.1.2 the Services shall be performed by appropriately qualified and trained personnel

9.2 WFDC shall ensure the security of all property belonging to KTC whilst in WFDC's possession during the performance of the Agreement in accordance with KTC's reasonable security requirements.

9.3 WFDC will co-operate with and assist KTC with any internal or criminal investigation which arises as a result of any incident/loss occurring on KTC's premises or elsewhere during the course of this Agreement.

9.4 In the 12 month period prior to the termination of this Agreement, WFDC will not alter or restructure the way in which the Services are to be delivered (save for minor alterations), or alter the pay, conditions of employment, or employment contracts of any employees employed in the delivery of the Services without consulting with KTC, and will not increase KTC's liability under clause 10.2 as a result of any such change.

10 EFFECT OF TERMINATION

10.1 On the termination of this Agreement, the Authorities agree that it is their intention that TUPE shall apply in respect of the Service but the position shall be determined in accordance with TUPE and relevant law and any subsequent agreement between the parties at the date of termination as the case may be.

10.2 KTC and WFDC agree to use reasonable endeavours to minimise the impact of the termination of this Agreement on the other Party, or from a reduction to the Services requested by KTC through variation to this Agreement and agree that the costs incurred by either party as a result of such termination or reduction to the Services requested by KTC, shall be allocated between the Parties in such reasonable proportions as shall be agreed between the Parties, acting reasonably and in good faith.

11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This variation is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, KTC is the data controller and WFDC is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by WFDC, the duration of the processing and the types of

personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

- 11.3 Without prejudice to the generality of clause 11.1, KTC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to WFDC for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, WFDC shall, in relation to any Personal Data processed in connection with the performance by WFDC of its obligations under this agreement:
 - 11.4.1 process that Personal Data only on the written instructions of KTC unless WFDC is required by the laws of any member of the European Union or by the laws of the European Union applicable to WFDC to process Personal Data (**Applicable Laws**). Where WFDC is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, WFDC shall promptly notify KTC of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WFDC from so notifying KTC;
 - 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by KTC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of KTC has been obtained and the following conditions are fulfilled:
 - 11.4.4.1 KTC or WFDC has provided appropriate safeguards in relation to the transfer;
 - 11.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 11.4.4.3 WFDC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- 11.4.4.4 WFDC complies with reasonable instructions notified to it in advance by KTC with respect to the processing of the Personal Data;
- 11.4.5 assist KTC, at KTC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify KTC without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 at the written direction of KTC, delete or return Personal Data and copies thereof to KTC on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this variation and allow for audits by KTC or KTC's designated auditor.
- 11.5 KTC does not consent to WFDC appointing any third party processor of Personal Data under this agreement.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this variation by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 11.7 KTC may terminate the Agreement if WFDC is in breach of its obligations under this Clause 11.

12 COMPLIANCE WITH CERTAIN LAW

12.1 Prevention of Corruption

Either Party may terminate the Agreement and recover all its loss if the other party, its employees or anyone acting on its behalf does any of the following things:

- 12.1.1 Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract; or
- 12.1.2 Commit an offence under the Bribery Act 2010, or
- 12.1.3 Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, Contractors or employees.

Any clause limiting either party's liability shall not apply to this Clause.

12.2 Human Rights

WFDC shall at all times during the performance of their obligations under the Agreement ensure that they do not infringe or restrict or inhibit in any way the Human Rights of any person.

12.3 Freedom of Information

The Parties shall co-operate with each other in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000 where the request relates to the Services or this Agreement.

12.4 Equalities

WFDC shall comply with all relevant equalities legislation and shall ensure that its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with WFDC and in relation to the provision of Services under this Agreement.

13 TERMINATION

13.1 Either Party may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to the other with immediate effect if the other Party fails to fulfil its obligations under the Agreement or is otherwise in breach of the Agreement (“**the Breach**”) and:

13.1.1 The Party in breach has not remedied the Breach to the reasonable satisfaction of the other Party within 30 days (or other such reasonable period, specified in the notice) after issue of a written notice specifying the Breach and requesting it to be remedied; or

13.1.2 The Breach is not capable of remedy; or

13.1.3 The Breach is a fundamental breach of the Agreement.

13.2 Following the expiry of the Contract Period either party may terminate this Agreement by serving 6 months written notice on the other party.

14 DISPUTE RESOLUTION

14.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 days of either Party notifying the other of the dispute.

14.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

14.3 In the event the dispute cannot be resolved by the Parties then the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either Party by the president for the time

being of the Law Society in accordance with and subject to the provisions of the Arbitration Acts 1950 – 1996.

15 GENERAL

- 15.1 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing and addressed to that other party at the address set out above or by email to the Supervising Officer or the Authorised Officer.
- 15.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter of the Agreement.
- 15.3 The Agreement shall be governed by the laws of England.
- 15.4 Save as where expressly stated, no express third party right and no purported third party right is conferred or intended to be conferred by this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

Signed by the authorised signatory)
for and on behalf of)
WYRE FOREST DISTRICT COUNCIL)



.....
Authorised Signatory

Signed by the duly authorised signatory)
for and on behalf of)
KIDDERMINSTER TOWN COUNCIL)
in the presence of)

Hugh Peacocke

.....
Authorised Signatory

Schedule 1
The Services

ST MARY'S CHURCHYARD AND LAND ADJACENT TO ST MARY'S CHURCH

Description of Services / Standards

WFDC shall maintain KTC owned grounds adjacent to St Mary's Churchyard and the grass will be cut fortnightly between April and October (inclusive). WFDC shall ensure hedgerows are trimmed to maintain the security of the area and that they do not restrict access to adjoining footways.

WFDC will maintain KTC owned grounds adjacent to St Mary's Churchyard between November and March (inclusive) as part of its winter maintenance programme.

WFDC will carry out a maximum of 6 weed spraying visits under the terms of this SLA.

WFDC shall cut and clear all bulb areas 6-8 weeks after flowering until the following year.

WFDC will inspect each of the areas in question once per month to ensure that the standards are being maintained and that the areas are safe for users and the general public.

WFDC shall inspect the trees in St Mary's Churchyard annually. Any tree work required would be charged additionally outside of this agreement.

WFDC shall inspect quarterly all structures such as paths, walls, railings and other hard landscape features and provide **KTC with a list of any maintenance or repairs.**
WFDC will quote for repairs to structures at the request of KTC.

Contact Officers

Officer Name	Post Title	Contact Email
Ross Iannocarro	Operational Services Officer	Ross.iannocarro@wyreforestdc.gov.uk
Oliver Price	Operational Services Officer	Oliver.price@wyreforestdc.gov.uk
Jim Balcon	Commercial Manager	Jim.balcon@wyreforestdc.gov.uk
Alison Bakr	C&E Strategic Manager	Alison.bakr@wyreforestdc.gov.uk

Schedule 2
Pricing Schedule

The year one Service Fee is £13,605 which is subject to an annual increase in accordance with clause 2.4.

Additional provisions:

1. Where KTC wishes to reduce the services it receives, severance and other related costs directly arising from the request to reduce the service shall be borne by KTC.
2. Payment of the Service Fee to WFDC will be made quarterly on 25th March, 24th June, 29th September and 25th December, in advance, based on one quarter of the Service Fee.
3. VAT will be chargeable on the services provided as deemed eligible by HMRC.

Schedule 3
Additional Services

The Additional Services shall be any service which is or is ancillary to a public authority function and may be provided by WFDC to KTC.

Email request to:

Ross.iannoccaro@wyreforestdc.gov.uk or Jim.balcon@wyreforestdc.gov.uk

Additional Services Request Form

Description of Services	
Date of Request	
Required Date/programme for Service Provision	
Service Fee	
WFDC officer dealing & contact details	
Signed by Authorised Officer (WFDC)	
Signed by Supervising Officer (KTC)	

Appendix

Processing, Personal Data and Data Subjects

- a. WFDC shall comply with any further written instructions with respect to processing by KTC.
- b. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	delivery of various operational services in connection with the functions of KTC
Duration of the processing	For the term of the agreement
Nature and purposes of the processing	To enable delivery of various operational services
Types of Personal Data	Name and work contact details for employees of KTC
Categories of Data Subject	Employees of KTC persons connected to the Allotment Associations
Plan for return and destruction of the data once processing complete unless requirement under law to preserve that type of data	Data will not be held longer than required and shall be destroyed at the termination / expiry of the Agreement

DATED

10 April

2024

KIDDERMINSTER TOWN COUNCIL (1)

- and -

WYRE FOREST DISTRICT COUNCIL (2)

**AGREEMENT FOR
THE SUPPLY OF**

**Town Council Services
For Operational Services – Market Street Toilets**

**Legal Services
Wyre Forest District Council
Wyre Forest House
Finepoint Way
Kidderminster
DY11 7WF**

THIS AGREEMENT is made on 10 April 2024

BETWEEN

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire, DY10 1DB ("**KTC**")
- (2) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House Finepoint Way Kidderminster DY11 7WF ("**WFDC**")

BACKGROUND

- (A) KTC has requested that WFDC provide maintenance services to Market Street Toilets under the terms of this Agreement.
- (B) WFDC and KTC have agreed the description of the services and the fees payable for the provision of the services and have set these out in this Agreement.
- (C) The Parties enter this Agreement under the powers provided by s99 of the Local Government and Public Involvement in Health Act 2007, s111 of The Local Government Act 1972 and the Local Authorities (Goods and Services Act) 1970 and any other enabling powers.

OPERATIVE PROVISIONS

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AGREEMENT	means the contract for the supply and acquisition of the Services
AUTHORISED OFFICER	means the Solicitor to the Council of WFDC or in her absence the Chief Executive of WFDC
COMMENCEMENT DATE	means 1 st April 2024
CONTRACT PERIOD	3 years
DP LEGISLATION	all applicable data protection and privacy legislation in force from time to time in the UK

	including the UK GDPR and Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
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VAT	Value Added Tax

- 1.2 The terms and expressions set out in Clause 1.1 shall have the meanings ascribed therein.
- 1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
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- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
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- 2.2 In consideration of the supply of the Services and of the acknowledgements warranties and undertaking on the part of WFDC in the Agreement, KTC **HEREBY AGREES** to pay to WFDC the Service Fee or such other sum or sums as shall from time to time become and be certified by the Supervising Officer to be lawfully due to WFDC in accordance with the Agreement.
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- 2.4 To terminate the Agreement at the expiry of the Contract Period, either party shall give the other no less than 6 months notice in writing. Following the expiry of the Contract Period, if notice to terminate has not been served, the Agreement shall continue on a rolling 12 months basis unless terminated by either party giving the other 6 months notice in accordance with Clause 13.1. For each year of the Contract Period including any extension, the Service Fee shall be inflated by 5% or in accordance with RPI (in March of the renewal year) whichever is the higher. If at any time WFDC can demonstrate to KTC's reasonable satisfaction the rate of 5% is not sufficient to cover the increased costs in providing the Services (due to inflation or otherwise) the Parties shall agree an increase in the Service Fee which reflects the evidenced increase in costs at all times having the ability to rely on Clause 14.
- 2.5 The parties acknowledge that they owe each other a duty of good faith and shall at all times act in good faith towards each other and shall use all reasonable endeavours to ensure the observance of the terms of this agreement.

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- 3.1 The quantity, quality and description of the Services shall subject as provided by this Agreement be as specified in the Schedules.
- 3.2 WFDC shall comply with all applicable regulations or other legal requirements concerning the performance of the Services.
- 3.3 KTC relies on the skill and judgement of WFDC in the performance of the Services and the execution of this Agreement.
- 3.4 It is recognised by KTC that prior to the transfer of assets by WFDC to KTC on 1st April 2016 and 1st April 2019 WFDC carried out the Services as part of their public authority functions. Nothing in this Agreement shall require WFDC to perform the Services to a higher standard or frequency than it did prior to that date.

4 SERVICE FEE

- 4.1 The Service Fee shall be:
- 4.1.1 exclusive of any applicable VAT (which shall be payable to WFDC subject to the receipt of a VAT invoice); and
 - 4.1.2 inclusive of supplies and materials

4.2 Other than in accordance with schedule 2 no increase in the Service Fee may be made without the prior written consent of KTC.

4.3 The Service Fee shall be paid in accordance with Schedule 2.

5 VARIATION

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 In the event that KTC wishes to request Additional Services the Supervising Officer shall request a quotation from WFDC. WFDC shall provide notification of whether it can provide the Additional Services and a quotation within 28 days. The Parties shall agree the Additional Services Request in the format provided at Schedule 3 which shall be signed by the Authorised Officer and the Supervising Officer prior to the Additional Services being provided. The terms of this Agreement as amended shall apply to the provision of the Additional Services, so far as they are applicable.

6 MONITORING

6.1 The Contact Officer shall provide bi-annual reports to the Supervising Officer containing, amongst other things, the following information:

6.1.1 Summary of any works undertaken

6.1.2 Record of any complaints / feedback

6.2 The Contact Officer and the Supervising Officer shall meet within one month of receipt of the report to discuss the performance of the Services, any improvements which could be made or any variations to this Agreement. If requested by the Supervising Officer the Authorised Officer shall also attend.

7 LIMITATION OF LIABILITY

7.1 Neither WFDC nor KTC shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond that party's reasonable control, provided that it has taken all reasonable steps, or measures to mitigate any loss or disruption to the other Party.

7.2 WFDC will not be liable to KTC in the event of a failure to provide the Services or in respect of errors in the provision of the Services where those arise as a result of incorrect information or instructions provided by KTC to WFDC.

8 INSURANCE

8.1 WFDC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WFDC, arising out of WFDC's performance of the Agreement

8.2 WFDC shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

9 WFDC'S OBLIGATIONS

9.1 WFDC warrants that:

9.1.1 the Services shall be provided with all reasonable skill and care

9.1.2 the Services shall be performed by appropriately qualified and trained personnel

9.2 WFDC shall ensure the security of all property belonging to KTC whilst in WFDC's possession during the performance of the Agreement in accordance with KTC's reasonable security requirements.

9.3 WFDC will co-operate with and assist KTC with any internal or criminal investigation which arises as a result of any incident/loss occurring on KTC's premises or elsewhere during the course of this Agreement.

9.4 In the 12 month period prior to the termination of this Agreement, WFDC will not alter or restructure the way in which the Services are to be delivered (save for minor alterations), or alter the pay, conditions of employment, or employment contracts of any employees employed in the delivery of the Services without consulting with KTC, and will not increase KTC's liability under clause 10.2 as a result of any such change.

10 EFFECT OF TERMINATION

10.1 On the termination of this Agreement, the Authorities agree that it is their intention that TUPE shall apply in respect of the Service but the position shall be determined in accordance with TUPE and relevant law and any subsequent agreement between the parties at the date of termination as the case may be.

10.2 KTC and WFDC agree to use reasonable endeavours to minimise the impact of the termination of this Agreement on the other Party, or from a reduction to the Services requested by KTC through variation to this Agreement and agree that the costs incurred by either party as a result of such termination or reduction to the Services requested by KTC, shall be allocated between the Parties in such reasonable proportions as shall be agreed between the Parties, acting reasonably and in good faith.

11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This variation is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, KTC is the data controller and WFDC is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by WFDC, the duration of the processing and the types of

personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

- 11.3 Without prejudice to the generality of clause 11.1, KTC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to WFDC for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, WFDC shall, in relation to any Personal Data processed in connection with the performance by WFDC of its obligations under this agreement:
 - 11.4.1 process that Personal Data only on the written instructions of KTC unless WFDC is required by the laws of any member of the European Union or by the laws of the European Union applicable to WFDC to process Personal Data (**Applicable Laws**). Where WFDC is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, WFDC shall promptly notify KTC of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WFDC from so notifying KTC;
 - 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by KTC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of KTC has been obtained and the following conditions are fulfilled:
 - 11.4.4.1 KTC or WFDC has provided appropriate safeguards in relation to the transfer;
 - 11.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 11.4.4.3 WFDC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- 11.4.4.4 WFDC complies with reasonable instructions notified to it in advance by KTC with respect to the processing of the Personal Data;
- 11.4.5 assist KTC, at KTC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify KTC without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 at the written direction of KTC, delete or return Personal Data and copies thereof to KTC on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this variation and allow for audits by KTC or KTC's designated auditor.
- 11.5 KTC does not consent to WFDC appointing any third party processor of Personal Data under this agreement.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this variation by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 11.7 KTC may terminate the Agreement if WFDC is in breach of its obligations under this Clause 11.

12 COMPLIANCE WITH CERTAIN LAW

12.1 Prevention of Corruption

Either Party may terminate the Agreement and recover all its loss if the other party, its employees or anyone acting on its behalf does any of the following things:

- 12.1.1 Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract; or
- 12.1.2 Commit an offence under the Bribery Act 2010, or
- 12.1.3 Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, Contractors or employees.

Any clause limiting either party's liability shall not apply to this Clause.

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WFDC shall at all times during the performance of their obligations under the Agreement ensure that they do not infringe or restrict or inhibit in any way the Human Rights of any person.

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The Parties shall co-operate with each other in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000 where the request relates to the Services or this Agreement.

12.4 Equalities

WFDC shall comply with all relevant equalities legislation and shall ensure that its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with WFDC and in relation to the provision of Services under this Agreement.

13 TERMINATION

13.1 Either Party may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to the other with immediate effect if the other Party fails to fulfil its obligations under the Agreement or is otherwise in breach of the Agreement (“**the Breach**”) and:

13.1.1 The Party in breach has not remedied the Breach to the reasonable satisfaction of the other Party within 30 days (or other such reasonable period, specified in the notice) after issue of a written notice specifying the Breach and requesting it to be remedied; or

13.1.2 The Breach is not capable of remedy; or

13.1.3 The Breach is a fundamental breach of the Agreement.

13.2 Following the expiry of the Contract Period either party may terminate this Agreement by serving 6 months written notice on the other party.

14 DISPUTE RESOLUTION

14.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 days of either Party notifying the other of the dispute.

14.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

14.3 In the event the dispute cannot be resolved by the Parties then the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either Party by the president for the time

being of the Law Society in accordance with and subject to the provisions of the Arbitration Acts 1950 – 1996.

15 GENERAL

- 15.1 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing and addressed to that other party at the address set out above or by email to the Supervising Officer or the Authorised Officer.
- 15.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter of the Agreement.
- 15.3 The Agreement shall be governed by the laws of England.
- 15.4 Save as where expressly stated, no express third party right and no purported third party right is conferred or intended to be conferred by this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

Signed by the authorised signatory)
for and on behalf of)
WYRE FOREST DISTRICT COUNCIL)



.....
Authorised Signatory

Signed by the duly authorised signatory)
for and on behalf of)
KIDDERMINSTER TOWN COUNCIL)
in the presence of)

Hugh Peacocke

.....
Authorised Signatory

Schedule 1
The Services

MARKET STREET TOILETS

Description of Services / Standards

WFDC shall open Market Street toilets at 9am daily.

WFDC will be able to close Market Street toilets at 2:45pm with prior notification from KTC (minimum 24 hours).

WFDC shall ensure that the toilets are cleaned twice daily. WFDC shall provide all cleaning materials and equipment.

WFDC shall carry out daily Health & Safety checks to ensure that the toilets meet the required standards.

WFDC shall ensure that the toilets and amenities meet relevant H&S standards for both users and staff employed at the location.

WFDC shall replace up to 10 toilet roll holders, 6 toilet seats, and 8 light bulbs per year.

WFDC will quote for additional replacements at the request of KTC.

WFDC shall report to KTC any issues with the structure or surrounding area regarding safety to the users and general public.

Any structural repairs/maintenance will be subject to an additional payment and WFDC will provide a quote accordingly; this would be subject to separate instruction from KTC as to whether they wish to proceed.

Officer Name	Post Title	Contact Email
Ross Iannocarro	Operational Services Officer	Ross.iannoccaro@wyreforestdc.gov.uk
Oliver Price	Operational Services Officer	Oliver.price@wyreforestdc.gov.uk
Jim Balcon	Commercial Manager	Jim.balcon@wyreforestdc.gov.uk
Alison Bakr	C&E Strategic Manager	Alison.bakr@wyreforestdc.gov.uk

Schedule 2
Pricing Schedule

The year one Service Fee is £24,690 which is subject to an annual increase in accordance with clause 2.4.

Additional provisions:

1. Where KTC wishes to reduce the services it receives, severance and other related costs directly arising from the request to reduce the service shall be borne by KTC.
2. Payment of the Service Fee to WFDC will be made quarterly on 25th March, 24th June, 29th September and 25th December, in advance, based on one quarter of the Service Fee.
3. VAT will be chargeable on the services provided as deemed eligible by HMRC.

Schedule 3
Additional Services

The Additional Services shall be any service which is or is ancillary to a public authority function and may be provided by WFDC to KTC.

Email request to:

Ross.iannoccaro@wyreforestdc.gov.uk or Jim.balcon@wyreforestdc.gov.uk

Additional Services Request Form

Description of Services	
Date of Request	
Required Date/programme for Service Provision	
Service Fee	
WFDC officer dealing & contact details	
Signed by Authorised Officer (WFDC)	
Signed by Supervising Officer (KTC)	

Appendix

Processing, Personal Data and Data Subjects

- a. WFDC shall comply with any further written instructions with respect to processing by KTC.
- b. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	delivery of various operational services in connection with the functions of KTC
Duration of the processing	For the term of the agreement
Nature and purposes of the processing	To enable delivery of various operational services
Types of Personal Data	Name and work contact details for employees of KTC
Categories of Data Subject	Employees of KTC persons connected to the Allotment Associations
Plan for return and destruction of the data once processing complete unless requirement under law to preserve that type of data	Data will not be held longer than required and shall be destroyed at the termination / expiry of the Agreement

DATED

10 April

2024

KIDDERMINSTER TOWN COUNCIL (1)

- and -

WYRE FOREST DISTRICT COUNCIL (2)

**AGREEMENT FOR
THE SUPPLY OF**

**Town Council Services
For Operational Services – Mechanical Sweeping of Parks**

**Legal Services
Wyre Forest District Council
Wyre Forest House
Finepoint Way
Kidderminster
DY11 7WF**

THIS AGREEMENT is made on 10 April 2024

BETWEEN

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire, DY10 1DB ("**KTC**")
- (2) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House Finepoint Way Kidderminster DY11 7WF ("**WFDC**")

BACKGROUND

- (A) KTC has requested that WFDC provide Mechanical Sweeping services under the terms of this Agreement.
- (B) WFDC and KTC have agreed the description of the services and the fees payable for the provision of the services and have set these out in this Agreement.
- (C) The Parties enter this Agreement under the powers provided by s99 of the Local Government and Public Involvement in Health Act 2007, s111 of The Local Government Act 1972 and the Local Authorities (Goods and Services Act) 1970 and any other enabling powers.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

ADDITIONAL SERVICES	means the services offered by WFDC which do not form part of the Services at the Commencement Date but may be requested by KTC in accordance with Clause 5.2 and Schedule 3
AGREEMENT	means the contract for the supply and acquisition of the Services
AUTHORISED OFFICER	means the Solicitor to the Council of WFDC or in her absence the Chief Executive of WFDC
COMMENCEMENT DATE	means 1 st April 2024
CONTRACT PERIOD	3 years
DP LEGISLATION	all applicable data protection and privacy legislation in force from time to time in the UK

	including the UK GDPR and Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
SERVICE FEE	means the Service Fee for the Services as set out in Schedule 3
SERVICES	means the Services to be supplied by WFDC to KTC under the terms of this Agreement and more particularly described in Schedule 1
SUPERVISING OFFICER	means the Clerk to KTC or in his/her absence such other officer notified in writing to the Authorised Officer by KTC
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT	Value Added Tax

- 1.2 The terms and expressions set out in Clause 1.1 shall have the meanings ascribed therein.
- 1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.4 Words importing the masculine include the feminine and the neuter.
- 1.5 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.7 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 BASIS OF PURCHASE

- 2.1 In consideration of the payment of the Service Fee by KTC to WFDC, WFDC **HEREBY AGREES** with KTC to carry out execute and complete the supply of the Services.

- 2.2 In consideration of the supply of the Services and of the acknowledgements warranties and undertaking on the part of WFDC in the Agreement, KTC **HEREBY AGREES** to pay to WFDC the Service Fee or such other sum or sums as shall from time to time become and be certified by the Supervising Officer to be lawfully due to WFDC in accordance with the Agreement.
- 2.3 This Agreement shall take effect on the Commencement Date and shall continue for the Contract Period unless it is otherwise terminated or extended in accordance with this Agreement.
- 2.4 To terminate the Agreement at the expiry of the Contract Period, either party shall give the other no less than 6 months notice in writing. Following the expiry of the Contract Period, if notice to terminate has not been served, the Agreement shall continue on a rolling 12 months basis unless terminated by either party giving the other 6 months notice in accordance with Clause 13.1. For each year of the Contract Period including any extension, the Service Fee shall be inflated by 5% or in accordance with RPI (in March of the renewal year) whichever is the higher. If at any time WFDC can demonstrate to KTC's reasonable satisfaction the rate of 5% is not sufficient to cover the increased costs in providing the Services (due to inflation or otherwise) the Parties shall agree an increase in the Service Fee which reflects the evidenced increase in costs at all times having the ability to rely on Clause 14.
- 2.5 The parties acknowledge that they owe each other a duty of good faith and shall at all times act in good faith towards each other and shall use all reasonable endeavours to ensure the observance of the terms of this agreement.

3 SERVICES

- 3.1 The quantity, quality and description of the Services shall subject as provided by this Agreement be as specified in the Schedules.
- 3.2 WFDC shall comply with all applicable regulations or other legal requirements concerning the performance of the Services.
- 3.3 KTC relies on the skill and judgement of WFDC in the performance of the Services and the execution of this Agreement.
- 3.4 It is recognised by KTC that prior to the transfer of assets by WFDC to KTC on 1st April 2016 and 1st April 2019 WFDC carried out the Services as part of their public authority functions. Nothing in this Agreement shall require WFDC to perform the Services to a higher standard or frequency than it did prior to that date.

4 SERVICE FEE

- 4.1 The Service Fee shall be:
- 4.1.1 exclusive of any applicable VAT (which shall be payable to WFDC subject to the receipt of a VAT invoice); and
 - 4.1.2 inclusive of supplies and materials

4.2 Other than in accordance with schedule 2 no increase in the Service Fee may be made without the prior written consent of KTC.

4.3 The Service Fee shall be paid in accordance with Schedule 2.

5 VARIATION

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 In the event that KTC wishes to request Additional Services the Supervising Officer shall request a quotation from WFDC. WFDC shall provide notification of whether it can provide the Additional Services and a quotation within 28 days. The Parties shall agree the Additional Services Request in the format provided at Schedule 3 which shall be signed by the Authorised Officer and the Supervising Officer prior to the Additional Services being provided. The terms of this Agreement as amended shall apply to the provision of the Additional Services, so far as they are applicable.

6 MONITORING

6.1 The Contact Officer shall provide bi-annual reports to the Supervising Officer containing, amongst other things, the following information:

6.1.1 Summary of any works undertaken

6.1.2 Record of any complaints / feedback

6.2 The Contact Officer and the Supervising Officer shall meet within one month of receipt of the report to discuss the performance of the Services, any improvements which could be made or any variations to this Agreement. If requested by the Supervising Officer the Authorised Officer shall also attend.

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WYRE FOREST DISTRICT COUNCIL)



.....
Authorised Signatory

Signed by the duly authorised signatory)
for and on behalf of)
KIDDERMINSTER TOWN COUNCIL)
in the presence of)

Hugh Peacocke

.....
Authorised Signatory

Schedule 1

The Services

MECHANICAL SWEEPING OF BAXTER GARDENS, BROADWATERS PARK AND CAR PARK, AND ST. GEORGE'S PARK

Description of Services / Standards

WFDC shall mechanically sweep the following sites once per month:

- Baxter Gardens and car park
- Broadwaters Park and car park
- St. George's Park

Additional sweeping can be quoted for if required.

Contact Officers

Officer Name	Post Title	Contact Email
Ross Iannocarro	Operational Services Officer	Ross.iannocarro@wyreforestdc.gov.uk
Oliver Price	Operational Services Officer	Oliver.price@wyreforestdc.gov.uk
Jim Balcon	Commercial Manager	Jim.balcon@wyreforestdc.gov.uk
Alison Bakr	C&E Strategic Manager	Alison.bakr@wyreforestdc.gov.uk

Schedule 2
Pricing Schedule

The year one Service Fee is £5,850 which is subject to an annual increase in accordance with clause 2.4.

Additional provisions:

1. Where KTC wishes to reduce the services it receives, severance and other related costs directly arising from the request to reduce the service shall be borne by KTC.
2. Payment of the Service Fee to WFDC will be made quarterly on 25th March, 24th June, 29th September and 25th December, in advance, based on one quarter of the Service Fee.
3. VAT will be chargeable on the services provided as deemed eligible by HMRC.

Schedule 3

Additional Services

The Additional Services shall be any service which is or is ancillary to a public authority function and may be provided by WFDC to KTC.

Email request to:

Ross.iannoccaro@wyreforestdc.gov.uk or Jim.balcon@wyreforestdc.gov.uk

Additional Services Request Form

Description of Services	
Date of Request	
Required Date/programme for Service Provision	
Service Fee	
WFDC officer dealing & contact details	
Signed by Authorised Officer (WFDC)	
Signed by Supervising Officer (KTC)	

Appendix

Processing, Personal Data and Data Subjects

- a. WFDC shall comply with any further written instructions with respect to processing by KTC.
- b. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	delivery of various operational services in connection with the functions of KTC
Duration of the processing	For the term of the agreement
Nature and purposes of the processing	To enable delivery of various operational services
Types of Personal Data	Name and work contact details for employees of KTC
Categories of Data Subject	Employees of KTC persons connected to the Allotment Associations
Plan for return and destruction of the data once processing complete unless requirement under law to preserve that type of data	Data will not be held longer than required and shall be destroyed at the termination / expiry of the Agreement

DATED

10 April

2024

KIDDERMINSTER TOWN COUNCIL (1)

- and -

WYRE FOREST DISTRICT COUNCIL (2)

**AGREEMENT FOR
THE SUPPLY OF**

**Town Council Services
For Operational Services – Allotment Maintenance**

**Legal Services
Wyre Forest District Council
Wyre Forest House
Finepoint Way
Kidderminster
DY11 7WF**

THIS AGREEMENT is made on 10 April 2024

BETWEEN

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire, DY10 1DB ("**KTC**")
- (2) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House Finepoint Way Kidderminster DY11 7WF ("**WFDC**")

BACKGROUND

- (A) KTC has requested that WFDC provide Allotment Maintenance services under the terms of this Agreement.
- (B) WFDC and KTC have agreed the description of the services and the fees payable for the provision of the services and have set these out in this Agreement.
- (C) The Parties enter this Agreement under the powers provided by s99 of the Local Government and Public Involvement in Health Act 2007, s111 of The Local Government Act 1972 and the Local Authorities (Goods and Services Act) 1970 and any other enabling powers.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

ADDITIONAL SERVICES	means the services offered by WFDC which do not form part of the Services at the Commencement Date but may be requested by KTC in accordance with Clause 5.2 and Schedule 3
AGREEMENT	means the contract for the supply and acquisition of the Services
AUTHORISED OFFICER	means the Solicitor to the Council of WFDC or in her absence the Chief Executive of WFDC
COMMENCEMENT DATE	means 1 st April 2024
CONTRACT PERIOD	3 years
DP LEGISLATION	all applicable data protection and privacy legislation in force from time to time in the UK

	including the UK GDPR and Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
SERVICE FEE	means the Service Fee for the Services as set out in Schedule 3
SERVICES	means the Services to be supplied by WFDC to KTC under the terms of this Agreement and more particularly described in Schedule 1
SUPERVISING OFFICER	means the Clerk to KTC or in his/her absence such other officer notified in writing to the Authorised Officer by KTC
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT	Value Added Tax

- 1.2 The terms and expressions set out in Clause 1.1 shall have the meanings ascribed therein.
- 1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.4 Words importing the masculine include the feminine and the neuter.
- 1.5 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.7 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 BASIS OF PURCHASE

- 2.1 In consideration of the payment of the Service Fee by KTC to WFDC, WFDC **HEREBY AGREES** with KTC to carry out execute and complete the supply of the Services.

- 2.2 In consideration of the supply of the Services and of the acknowledgements warranties and undertaking on the part of WFDC in the Agreement, KTC **HEREBY AGREES** to pay to WFDC the Service Fee or such other sum or sums as shall from time to time become and be certified by the Supervising Officer to be lawfully due to WFDC in accordance with the Agreement.
- 2.3 This Agreement shall take effect on the Commencement Date and shall continue for the Contract Period unless it is otherwise terminated or extended in accordance with this Agreement.
- 2.4 To terminate the Agreement at the expiry of the Contract Period, either party shall give the other no less than 6 months notice in writing. Following the expiry of the Contract Period, if notice to terminate has not been served, the Agreement shall continue on a rolling 12 months basis unless terminated by either party giving the other 6 months notice in accordance with Clause 13.1. For each year of the Contract Period including any extension, the Service Fee shall be inflated by 5% or in accordance with RPI (in March of the renewal year) whichever is the higher. If at any time WFDC can demonstrate to KTC's reasonable satisfaction the rate of 5% is not sufficient to cover the increased costs in providing the Services (due to inflation or otherwise) the Parties shall agree an increase in the Service Fee which reflects the evidenced increase in costs at all times having the ability to rely on Clause 14.
- 2.5 The parties acknowledge that they owe each other a duty of good faith and shall at all times act in good faith towards each other and shall use all reasonable endeavours to ensure the observance of the terms of this agreement.

3 SERVICES

- 3.1 The quantity, quality and description of the Services shall subject as provided by this Agreement be as specified in the Schedules.
- 3.2 WFDC shall comply with all applicable regulations or other legal requirements concerning the performance of the Services.
- 3.3 KTC relies on the skill and judgement of WFDC in the performance of the Services and the execution of this Agreement.
- 3.4 It is recognised by KTC that prior to the transfer of assets by WFDC to KTC on 1st April 2016 and 1st April 2019 WFDC carried out the Services as part of their public authority functions. Nothing in this Agreement shall require WFDC to perform the Services to a higher standard or frequency than it did prior to that date.

4 SERVICE FEE

- 4.1 The Service Fee shall be:
- 4.1.1 exclusive of any applicable VAT (which shall be payable to WFDC subject to the receipt of a VAT invoice); and
 - 4.1.2 inclusive of supplies and materials

4.2 Other than in accordance with schedule 2 no increase in the Service Fee may be made without the prior written consent of KTC.

4.3 The Service Fee shall be paid in accordance with Schedule 2.

5 VARIATION

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 In the event that KTC wishes to request Additional Services the Supervising Officer shall request a quotation from WFDC. WFDC shall provide notification of whether it can provide the Additional Services and a quotation within 28 days. The Parties shall agree the Additional Services Request in the format provided at Schedule 3 which shall be signed by the Authorised Officer and the Supervising Officer prior to the Additional Services being provided. The terms of this Agreement as amended shall apply to the provision of the Additional Services, so far as they are applicable.

6 MONITORING

6.1 The Contact Officer shall provide bi-annual reports to the Supervising Officer containing, amongst other things, the following information:

6.1.1 Summary of any works undertaken

6.1.2 Record of any complaints / feedback

6.2 The Contact Officer and the Supervising Officer shall meet within one month of receipt of the report to discuss the performance of the Services, any improvements which could be made or any variations to this Agreement. If requested by the Supervising Officer the Authorised Officer shall also attend.

7 LIMITATION OF LIABILITY

7.1 Neither WFDC nor KTC shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond that party's reasonable control, provided that it has taken all reasonable steps, or measures to mitigate any loss or disruption to the other Party.

7.2 WFDC will not be liable to KTC in the event of a failure to provide the Services or in respect of errors in the provision of the Services where those arise as a result of incorrect information or instructions provided by KTC to WFDC.

8 INSURANCE

8.1 WFDC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WFDC, arising out of WFDC's performance of the Agreement

8.2 WFDC shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

9 WFDC'S OBLIGATIONS

9.1 WFDC warrants that:

9.1.1 the Services shall be provided with all reasonable skill and care

9.1.2 the Services shall be performed by appropriately qualified and trained personnel

9.2 WFDC shall ensure the security of all property belonging to KTC whilst in WFDC's possession during the performance of the Agreement in accordance with KTC's reasonable security requirements.

9.3 WFDC will co-operate with and assist KTC with any internal or criminal investigation which arises as a result of any incident/loss occurring on KTC's premises or elsewhere during the course of this Agreement.

9.4 In the 12 month period prior to the termination of this Agreement, WFDC will not alter or restructure the way in which the Services are to be delivered (save for minor alterations), or alter the pay, conditions of employment, or employment contracts of any employees employed in the delivery of the Services without consulting with KTC, and will not increase KTC's liability under clause 10.2 as a result of any such change.

10 EFFECT OF TERMINATION

10.1 On the termination of this Agreement, the Authorities agree that it is their intention that TUPE shall apply in respect of the Service but the position shall be determined in accordance with TUPE and relevant law and any subsequent agreement between the parties at the date of termination as the case may be.

10.2 KTC and WFDC agree to use reasonable endeavours to minimise the impact of the termination of this Agreement on the other Party, or from a reduction to the Services requested by KTC through variation to this Agreement and agree that the costs incurred by either party as a result of such termination or reduction to the Services requested by KTC, shall be allocated between the Parties in such reasonable proportions as shall be agreed between the Parties, acting reasonably and in good faith.

11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This variation is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, KTC is the data controller and WFDC is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by WFDC, the duration of the processing and the types of

personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

- 11.3 Without prejudice to the generality of clause 11.1, KTC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to WFDC for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, WFDC shall, in relation to any Personal Data processed in connection with the performance by WFDC of its obligations under this agreement:
 - 11.4.1 process that Personal Data only on the written instructions of KTC unless WFDC is required by the laws of any member of the European Union or by the laws of the European Union applicable to WFDC to process Personal Data (**Applicable Laws**). Where WFDC is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, WFDC shall promptly notify KTC of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WFDC from so notifying KTC;
 - 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by KTC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of KTC has been obtained and the following conditions are fulfilled:
 - 11.4.4.1 KTC or WFDC has provided appropriate safeguards in relation to the transfer;
 - 11.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 11.4.4.3 WFDC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- 11.4.4.4 WFDC complies with reasonable instructions notified to it in advance by KTC with respect to the processing of the Personal Data;
- 11.4.5 assist KTC, at KTC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify KTC without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 at the written direction of KTC, delete or return Personal Data and copies thereof to KTC on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this variation and allow for audits by KTC or KTC's designated auditor.
- 11.5 KTC does not consent to WFDC appointing any third party processor of Personal Data under this agreement.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this variation by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 11.7 KTC may terminate the Agreement if WFDC is in breach of its obligations under this Clause 11.

12 COMPLIANCE WITH CERTAIN LAW

12.1 Prevention of Corruption

Either Party may terminate the Agreement and recover all its loss if the other party, its employees or anyone acting on its behalf does any of the following things:

- 12.1.1 Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract; or
- 12.1.2 Commit an offence under the Bribery Act 2010, or
- 12.1.3 Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, Contractors or employees.

Any clause limiting either party's liability shall not apply to this Clause.

12.2 Human Rights

WFDC shall at all times during the performance of their obligations under the Agreement ensure that they do not infringe or restrict or inhibit in any way the Human Rights of any person.

12.3 Freedom of Information

The Parties shall co-operate with each other in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000 where the request relates to the Services or this Agreement.

12.4 Equalities

WFDC shall comply with all relevant equalities legislation and shall ensure that its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with WFDC and in relation to the provision of Services under this Agreement.

13 TERMINATION

13.1 Either Party may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to the other with immediate effect if the other Party fails to fulfil its obligations under the Agreement or is otherwise in breach of the Agreement (“**the Breach**”) and:

13.1.1 The Party in breach has not remedied the Breach to the reasonable satisfaction of the other Party within 30 days (or other such reasonable period, specified in the notice) after issue of a written notice specifying the Breach and requesting it to be remedied; or

13.1.2 The Breach is not capable of remedy; or

13.1.3 The Breach is a fundamental breach of the Agreement.

13.2 Following the expiry of the Contract Period either party may terminate this Agreement by serving 6 months written notice on the other party.

14 DISPUTE RESOLUTION

14.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 days of either Party notifying the other of the dispute.

14.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

14.3 In the event the dispute cannot be resolved by the Parties then the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either Party by the president for the time

being of the Law Society in accordance with and subject to the provisions of the Arbitration Acts 1950 – 1996.

15 GENERAL

- 15.1 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing and addressed to that other party at the address set out above or by email to the Supervising Officer or the Authorised Officer.
- 15.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter of the Agreement.
- 15.3 The Agreement shall be governed by the laws of England.
- 15.4 Save as where expressly stated, no express third party right and no purported third party right is conferred or intended to be conferred by this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

Signed by the authorised signatory)
for and on behalf of)
WYRE FOREST DISTRICT COUNCIL)



.....
Authorised Signatory

Signed by the duly authorised signatory)
for and on behalf of)
KIDDERMINSTER TOWN COUNCIL)
in the presence of)

Hugh Peacocke

.....
Authorised Signatory

Schedule 1

The Services

ALLOTMENTS MAINTENANCE

Description of Services/Standards

The Allotments are listed below:

Salisbury Drive, Habberley Kidderminster DY116EY
Wilton Avenue, Franche, Kidderminster DY115PT
Dowles Road, Kidderminster DY117NU (known as Rifle Range Allotments)
Aggborough Crescent, Aggborough, Kidderminster DY101LQ
Offmore Lane, Kidderminster DY103BN (also known as Chester Road Allotments)
Dunclent Crescent, Kidderminster DY103EE (also known as Comberton Allotments)
Goldthorn Road, Kidderminster DY117JN (also known as Railway Bridge Allotments)
Greatfield Road, Kidderminster DY116PH

WFDC will record all trees on the allotments and will provide tree inspections every 12 months. Any tree work required would be charged additionally by WFDC outside of this agreement.

This agreement covers one day of tree inspections per site. If additional days are required they will be charged additionally.

This agreement does not include any provision for routine inspections, maintenance, driveways, water supply works, or boundary treatments. WFDC may provide quotes for this work at the request of KTC.

Contact Officer

Officer Name	Post Title	Contact Email
Ross Iannocarro	Operational Services Officer	Ross.iannocarro@wyreforestdc.gov.uk
Oliver Price	Operational Services Officer	Oliver.price@wyreforestdc.gov.uk
Jim Balcon	Commercial Manager	Jim.balcon@wyreforestdc.gov.uk
Alison Bakr	C&E Strategic Manager	Alison.bakr@wyreforestdc.gov.uk

Schedule 2
Pricing Schedule

The year one Service Fee is £2,800 which is subject to an annual increase in accordance with clause 2.4.

Additional provisions:

1. Where KTC wishes to reduce the services it receives, severance and other related costs directly arising from the request to reduce the service shall be borne by KTC.
2. Payment of the Service Fee to WFDC will be made quarterly on 25th March, 24th June, 29th September and 25th December, in advance, based on one quarter of the Service Fee.
3. VAT will be chargeable on the services provided as deemed eligible by HMRC.

Schedule 3

Additional Services

The Additional Services shall be any service which is or is ancillary to a public authority function and may be provided by WFDC to KTC.

Email request to:

Ross.iannoccaro@wyreforestdc.gov.uk or Jim.balcon@wyreforestdc.gov.uk

Additional Services Request Form

Description of Services	
Date of Request	
Required Date/programme for Service Provision	
Service Fee	
WFDC officer dealing & contact details	
Signed by Authorised Officer (WFDC)	
Signed by Supervising Officer (KTC)	

Appendix

Processing, Personal Data and Data Subjects

- a. WFDC shall comply with any further written instructions with respect to processing by KTC.
- b. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	delivery of various operational services in connection with the functions of KTC
Duration of the processing	For the term of the agreement
Nature and purposes of the processing	To enable delivery of various operational services
Types of Personal Data	Name and work contact details for employees of KTC Name and contact details of persons connected to the Allotment Associations
Categories of Data Subject	Employees of KTC persons connected to the Allotment Associations
Plan for return and destruction of the data once processing complete unless requirement under law to preserve that type of data	Data will not be held longer than required and shall be destroyed at the termination / expiry of the Agreement

DATED

10 April

2024

KIDDERMINSTER TOWN COUNCIL (1)

- and -

WYRE FOREST DISTRICT COUNCIL (2)

**AGREEMENT FOR
THE SUPPLY OF**

**Town Council Services
For Operational Services – Floral Displays**

**Legal Services
Wyre Forest District Council
Wyre Forest House
Finepoint Way
Kidderminster
DY11 7WF**

THIS AGREEMENT is made on 10 April 2024

BETWEEN

- (1) **KIDDERMINSTER TOWN COUNCIL** of Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire, DY10 1DB ("**KTC**")
- (2) **WYRE FOREST DISTRICT COUNCIL** of Wyre Forest House Finepoint Way Kidderminster DY11 7WF ("**WFDC**")

BACKGROUND

- (A) KTC has requested that WFDC provide Floral Display services under the terms of this Agreement.
- (B) WFDC and KTC have agreed the description of the services and the fees payable for the provision of the services and have set these out in this Agreement.
- (C) The Parties enter this Agreement under the powers provided by s99 of the Local Government and Public Involvement in Health Act 2007, s111 of The Local Government Act 1972 and the Local Authorities (Goods and Services Act) 1970 and any other enabling powers.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

ADDITIONAL SERVICES	means the services offered by WFDC which do not form part of the Services at the Commencement Date but may be requested by KTC in accordance with Clause 5.2 and Schedule 3
AGREEMENT	means the contract for the supply and acquisition of the Services
AUTHORISED OFFICER	means the Solicitor to the Council of WFDC or in her absence the Chief Executive of WFDC
COMMENCEMENT DATE	means 1 st April 2024
CONTRACT PERIOD	3 years
DP LEGISLATION	all applicable data protection and privacy legislation in force from time to time in the UK

	including the UK GDPR and Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
SERVICE FEE	means the Service Fee for the Services as set out in Schedule 3
SERVICES	means the Services to be supplied by WFDC to KTC under the terms of this Agreement and more particularly described in Schedule 1
SUPERVISING OFFICER	means the Clerk to KTC or in his/her absence such other officer notified in writing to the Authorised Officer by KTC
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
VAT	Value Added Tax

- 1.2 The terms and expressions set out in Clause 1.1 shall have the meanings ascribed therein.
- 1.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.4 Words importing the masculine include the feminine and the neuter.
- 1.5 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.6 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.7 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 BASIS OF PURCHASE

- 2.1 In consideration of the payment of the Service Fee by KTC to WFDC, WFDC **HEREBY AGREES** with KTC to carry out execute and complete the supply of the Services.

- 2.2 In consideration of the supply of the Services and of the acknowledgements warranties and undertaking on the part of WFDC in the Agreement, KTC **HEREBY AGREES** to pay to WFDC the Service Fee or such other sum or sums as shall from time to time become and be certified by the Supervising Officer to be lawfully due to WFDC in accordance with the Agreement.
- 2.3 This Agreement shall take effect on the Commencement Date and shall continue for the Contract Period unless it is otherwise terminated or extended in accordance with this Agreement.
- 2.4 To terminate the Agreement at the expiry of the Contract Period, either party shall give the other no less than 6 months notice in writing. Following the expiry of the Contract Period, if notice to terminate has not been served, the Agreement shall continue on a rolling 12 months basis unless terminated by either party giving the other 6 months notice in accordance with Clause 13.1. For each year of the Contract Period including any extension, the Service Fee shall be inflated by 5% or in accordance with RPI (in March of the renewal year) whichever is the higher. If at any time WFDC can demonstrate to KTC's reasonable satisfaction the rate of 5% is not sufficient to cover the increased costs in providing the Services (due to inflation or otherwise) the Parties shall agree an increase in the Service Fee which reflects the evidenced increase in costs at all times having the ability to rely on Clause 14.
- 2.5 The parties acknowledge that they owe each other a duty of good faith and shall at all times act in good faith towards each other and shall use all reasonable endeavours to ensure the observance of the terms of this agreement.

3 SERVICES

- 3.1 The quantity, quality and description of the Services shall subject as provided by this Agreement be as specified in the Schedules.
- 3.2 WFDC shall comply with all applicable regulations or other legal requirements concerning the performance of the Services.
- 3.3 KTC relies on the skill and judgement of WFDC in the performance of the Services and the execution of this Agreement.
- 3.4 It is recognised by KTC that prior to the transfer of assets by WFDC to KTC on 1st April 2016 and 1st April 2019 WFDC carried out the Services as part of their public authority functions. Nothing in this Agreement shall require WFDC to perform the Services to a higher standard or frequency than it did prior to that date.

4 SERVICE FEE

- 4.1 The Service Fee shall be:
- 4.1.1 exclusive of any applicable VAT (which shall be payable to WFDC subject to the receipt of a VAT invoice); and
 - 4.1.2 inclusive of supplies and materials

4.2 Other than in accordance with schedule 2 no increase in the Service Fee may be made without the prior written consent of KTC.

4.3 The Service Fee shall be paid in accordance with Schedule 2.

5 VARIATION

5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

5.2 In the event that KTC wishes to request Additional Services the Supervising Officer shall request a quotation from WFDC. WFDC shall provide notification of whether it can provide the Additional Services and a quotation within 28 days. The Parties shall agree the Additional Services Request in the format provided at Schedule 3 which shall be signed by the Authorised Officer and the Supervising Officer prior to the Additional Services being provided. The terms of this Agreement as amended shall apply to the provision of the Additional Services, so far as they are applicable.

6 MONITORING

6.1 The Contact Officer shall provide bi-annual reports to the Supervising Officer containing, amongst other things, the following information:

6.1.1 Summary of any works undertaken

6.1.2 Record of any complaints / feedback

6.2 The Contact Officer and the Supervising Officer shall meet within one month of receipt of the report to discuss the performance of the Services, any improvements which could be made or any variations to this Agreement. If requested by the Supervising Officer the Authorised Officer shall also attend.

7 LIMITATION OF LIABILITY

7.1 Neither WFDC nor KTC shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond that party's reasonable control, provided that it has taken all reasonable steps, or measures to mitigate any loss or disruption to the other Party.

7.2 WFDC will not be liable to KTC in the event of a failure to provide the Services or in respect of errors in the provision of the Services where those arise as a result of incorrect information or instructions provided by KTC to WFDC.

8 INSURANCE

8.1 WFDC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WFDC, arising out of WFDC's performance of the Agreement

8.2 WFDC shall hold employer's liability insurance in respect of its employees in accordance with any legal requirement for the time being in force.

9 WFDC'S OBLIGATIONS

9.1 WFDC warrants that:

9.1.1 the Services shall be provided with all reasonable skill and care

9.1.2 the Services shall be performed by appropriately qualified and trained personnel

9.2 WFDC shall ensure the security of all property belonging to KTC whilst in WFDC's possession during the performance of the Agreement in accordance with KTC's reasonable security requirements.

9.3 WFDC will co-operate with and assist KTC with any internal or criminal investigation which arises as a result of any incident/loss occurring on KTC's premises or elsewhere during the course of this Agreement.

9.4 In the 12 month period prior to the termination of this Agreement, WFDC will not alter or restructure the way in which the Services are to be delivered (save for minor alterations), or alter the pay, conditions of employment, or employment contracts of any employees employed in the delivery of the Services without consulting with KTC, and will not increase KTC's liability under clause 10.2 as a result of any such change.

10 EFFECT OF TERMINATION

10.1 On the termination of this Agreement, the Authorities agree that it is their intention that TUPE shall apply in respect of the Service but the position shall be determined in accordance with TUPE and relevant law and any subsequent agreement between the parties at the date of termination as the case may be.

10.2 KTC and WFDC agree to use reasonable endeavours to minimise the impact of the termination of this Agreement on the other Party, or from a reduction to the Services requested by KTC through variation to this Agreement and agree that the costs incurred by either party as a result of such termination or reduction to the Services requested by KTC, shall be allocated between the Parties in such reasonable proportions as shall be agreed between the Parties, acting reasonably and in good faith.

11 DATA PROTECTION

11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This variation is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, KTC is the data controller and WFDC is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by WFDC, the duration of the processing and the types of

personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

- 11.3 Without prejudice to the generality of clause 11.1, KTC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to WFDC for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, WFDC shall, in relation to any Personal Data processed in connection with the performance by WFDC of its obligations under this agreement:
 - 11.4.1 process that Personal Data only on the written instructions of KTC unless WFDC is required by the laws of any member of the European Union or by the laws of the European Union applicable to WFDC to process Personal Data (**Applicable Laws**). Where WFDC is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, WFDC shall promptly notify KTC of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit WFDC from so notifying KTC;
 - 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by KTC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 11.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of KTC has been obtained and the following conditions are fulfilled:
 - 11.4.4.1 KTC or WFDC has provided appropriate safeguards in relation to the transfer;
 - 11.4.4.2 the data subject has enforceable rights and effective legal remedies;
 - 11.4.4.3 WFDC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- 11.4.4.4 WFDC complies with reasonable instructions notified to it in advance by KTC with respect to the processing of the Personal Data;
- 11.4.5 assist KTC, at KTC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify KTC without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 at the written direction of KTC, delete or return Personal Data and copies thereof to KTC on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this variation and allow for audits by KTC or KTC's designated auditor.
- 11.5 KTC does not consent to WFDC appointing any third party processor of Personal Data under this agreement.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this variation by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 11.7 KTC may terminate the Agreement if WFDC is in breach of its obligations under this Clause 11.

12 COMPLIANCE WITH CERTAIN LAW

12.1 Prevention of Corruption

Either Party may terminate the Agreement and recover all its loss if the other party, its employees or anyone acting on its behalf does any of the following things:

- 12.1.1 Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract; or
- 12.1.2 Commit an offence under the Bribery Act 2010, or
- 12.1.3 Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, Contractors or employees.

Any clause limiting either party's liability shall not apply to this Clause.

12.2 Human Rights

WFDC shall at all times during the performance of their obligations under the Agreement ensure that they do not infringe or restrict or inhibit in any way the Human Rights of any person.

12.3 Freedom of Information

The Parties shall co-operate with each other in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000 where the request relates to the Services or this Agreement.

12.4 Equalities

WFDC shall comply with all relevant equalities legislation and shall ensure that its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with WFDC and in relation to the provision of Services under this Agreement.

13 TERMINATION

13.1 Either Party may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to the other with immediate effect if the other Party fails to fulfil its obligations under the Agreement or is otherwise in breach of the Agreement ("**the Breach**") and:

13.1.1 The Party in breach has not remedied the Breach to the reasonable satisfaction of the other Party within 30 days (or other such reasonable period, specified in the notice) after issue of a written notice specifying the Breach and requesting it to be remedied; or

13.1.2 The Breach is not capable of remedy; or

13.1.3 The Breach is a fundamental breach of the Agreement.

13.2 Following the expiry of the Contract Period either party may terminate this Agreement by serving 6 months written notice on the other party.

14 DISPUTE RESOLUTION

14.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 30 days of either Party notifying the other of the dispute.

14.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

14.3 In the event the dispute cannot be resolved by the Parties then the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either Party by the president for the time

being of the Law Society in accordance with and subject to the provisions of the Arbitration Acts 1950 – 1996.

15 GENERAL

- 15.1 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing and addressed to that other party at the address set out above or by email to the Supervising Officer or the Authorised Officer.
- 15.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter of the Agreement.
- 15.3 The Agreement shall be governed by the laws of England.
- 15.4 Save as where expressly stated, no express third party right and no purported third party right is conferred or intended to be conferred by this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

Signed by the authorised signatory)
for and on behalf of)
WYRE FOREST DISTRICT COUNCIL)



.....
Authorised Signatory

Signed by the duly authorised signatory)
for and on behalf of)
KIDDERMINSTER TOWN COUNCIL)
in the presence of)

Hugh Peacocke

.....
Authorised Signatory

Schedule 1
The Services

FLORAL DISPLAYS

Description of Services / Standards

WFDC shall supply and plant floral displays during the period from May to September (inclusive) each year ('the Display Period').

WFDC shall carry out watering twice per week during the Display Period. Additional watering during periods of hot weather can be charged additionally (ie daily watering). At the time of writing, the current rate is £150 per day exclusive of VAT and may be subject to change.

The location of all of the floral displays below will be agreed by January prior to the installation.

WFDC shall maintain additional plant stock of 5% to allow for any vandalism or loss of plants. WFDC reserve the right to remove floral displays for the remainder of the display period with no amendment to the price, following extensive periods of vandalism.

WFDC shall remove basket units to a safe storage area at the end of the growing season and replace any baskets and/or brackets as required in preparation for the following season.

WFDC shall inspect structures for damage, vandalism or graffiti and can quote for replacements at the request of KTC.

The Service Fee is based on the following specification:

Bedding provided:

- Geranium x1000, Begonia white x375, Begonia red x550
- 9cm Marigold x200
- 11cm Rudbeckia tiger eye x750
- 9cm Salvia Farinacea x150
- 3L Phorium black adder x4
- 3L Black feature Millets x3
- 9cm Petunia night sky x250

Baskets provided:

- 18" round green x24 (Market St)
- 20" half green x30 (Oxford St, outside Kidderminster college, Worcester St, Broadwaters)
- 24" half green x12 (Vicar St)
- Towers x8 (St. Mary's, Baxter Gardens)

Baskets and towers will remain under the ownership of WFDC.

Contact Officer

Officer Name	Post Title	Contact Email
Ross Iannocarro	Operational Services Officer	Ross.iannoccaro@wyreforestdc.gov.uk
Oliver Price	Operational Services Officer	Oliver.price@wyreforestdc.gov.uk
Jim Balcon	Commercial Manager	Jim.balcon@wyreforestdc.gov.uk
Alison Bakr	C&E Strategic Manager	Alison.bakr@wyreforestdc.gov.uk

Schedule 2
Pricing Schedule

The year one Service Fee is £14,362.87 which is subject to an annual increase in accordance with clause 2.4.

Additional provisions:

1. Where KTC wishes to reduce the services it receives, severance and other related costs directly arising from the request to reduce the service shall be borne by KTC.
2. Payment of the Service Fee to WFDC will be made quarterly on 25th March, 24th June, 29th September and 25th December, in advance, based on one quarter of the Service Fee.
3. VAT will be chargeable on the services provided as deemed eligible by HMRC.

Schedule 3

Additional Services

The Additional Services shall be any service which is or is ancillary to a public authority function and may be provided by WFDC to KTC.

Email request to:

Ross.iannoccaro@wyreforestdc.gov.uk or Jim.balcon@wyreforestdc.gov.uk

Additional Services Request Form

Description of Services	
Date of Request	
Required Date/programme for Service Provision	
Service Fee	
WFDC officer dealing & contact details	
Signed by Authorised Officer (WFDC)	
Signed by Supervising Officer (KTC)	

Appendix

Processing, Personal Data and Data Subjects

- a. WFDC shall comply with any further written instructions with respect to processing by KTC.
- b. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	delivery of various operational services in connection with the functions of KTC
Duration of the processing	For the term of the agreement
Nature and purposes of the processing	To enable delivery of various operational services
Types of Personal Data	Name and work contact details for employees of KTC
Categories of Data Subject	Employees of KTC persons connected to the Allotment Associations
Plan for return and destruction of the data once processing complete unless requirement under law to preserve that type of data	Data will not be held longer than required and shall be destroyed at the termination / expiry of the Agreement

Dear *****,

I write on behalf of Kidderminster Town Council (KTC) in relation to the operational service level agreements currently in place between KTC and Wyre Forest District Council (WFDC), as dated 10 April 2024 and effective from 1 April 2024. These include the following service areas:

1. Market Street Toilets Maintenance
2. St Mary's Churchyard Grounds Maintenance
3. Mechanical Sweeping of Parks
4. Allotment Tree Inspections
5. Floral Displays

As part of the Town Council's service review process, and in light of the structural changes anticipated within the wider context of local government reorganisation in Worcestershire, we are conducting due diligence on potential delivery models for these services following the end of the current agreements or by negotiated early termination.

In accordance with Clause 10 of the SLAs and in preparation for any potential transition of services, we kindly request that WFDC provides the following anonymised TUPE-relevant staffing information in respect of each of the four service areas listed above:

- The number of staff involved in delivering the services under each SLA
- Their job titles and functions
- Employment status (permanent, fixed-term, agency, etc.)
- Average number of hours worked per week on KTC service delivery
- Percentage of each employee's total time allocated to KTC services
- Current terms and conditions of employment (excluding personal identifiers)
- Any anticipated changes to roles, pay, or contracts during the remainder of the SLA period

We understand from internal assessments that the overall risk of TUPE applying in this case is considered minimal, as the services provided under the current agreements are believed to form only part of the duties carried out by WFDC personnel. However, in order to support the Town Council's governance responsibilities and risk management, we are seeking formal clarification on this matter.

We would be grateful if this information could be provided by ***** July 2025. Please let us know if there are any queries or if further clarification is required regarding the request.

Yours sincerely,

Kidderminster Town Council

Operational Services Committee – Wednesday 2nd July 2025

Agenda Item: Supply and Implementation of a Health and Safety System for Operational Services.

Reported by: Adam Stockhall – Public Realm and Operations Manager

1. Introduction

This report proposes the supply and implementation of a dedicated Health and Safety (H&S) system to support Operational Services. Given the scale of assets and the associated risks, and the Council's commitment to public safety, a structured and robust H&S system is vital to ensure compliance, transparency, and long-term operational safety.

2. Background and Context

Kidderminster Town Council is responsible for a broad range of local services, facilities, and events that directly impact the daily lives of its residents. These operations include the maintenance of public spaces, hosting of community events, provision of local amenities, and management of council properties and staff. As the scope of services grows, so too does the complexity and potential risk exposure of daily operations.

Currently, the council operates without a fully integrated health and safety management system. This creates vulnerabilities in several key areas, including risk assessment, incident reporting, compliance tracking, and staff training. In the absence of a coordinated system, ensuring the health, safety, and welfare of employees, volunteers, contractors, and the public becomes increasingly challenging.

Given the council's legal and moral responsibilities under health and safety legislation, the introduction of a structured and proactive health and safety system is essential. It will support the council in meeting its duty of care, ensuring regulatory compliance, and fostering a safety-conscious culture across all levels of operation.

A robust health and safety system will not only reduce the likelihood of accidents and liabilities but also enhance operational efficiency, promote staff well-being, and strengthen public trust in the council's ability to manage its responsibilities responsibly.

3. Purpose of the Health and Safety System

The H&S system will provide a framework for:

- Risk management across all phases – planning, construction, and operation.
- Regulatory compliance with HSE (Health and Safety Executive) requirements.

- Documentation of inspections, incidents, training records, and contractor compliance.
- Public communication and assurance on safety standards.
- Post-completion operation and maintenance tracking.

4. System Requirements

The H&S system should include the following features:

- A digital platform accessible by council officers.
- Real-time incident logging and action tracking.
- Contractor compliance monitoring (e.g., CDM Regulations 2015).
- Scheduling tools for safety inspections and audits.
- Mobile access for on-site reporting.

5. Budget

The H&S system is expected to cost depending on provider and functionality, approx. £7,000 Year One and £5,000 Year Two onwards,

➤ Mango

Annual Year One - £6,740

Annual Year two Onwards - £4,560

£925.00 for the first 4 months

£380.00 per month thereafter

Dec – March - £3,700

➤ Opus Safety

Annual Fee - £3,288

£274 per month

Dec – March - £1,096

6. Implementation Timeline

Approval by Operational Services Committee | July 2025

Approval by Finance and Overview | October 2025

Contractor onboarding | November/December 2025

7. Recommendation

It is recommended that the Operational Services Committee RESOLVES:

1. A dedicated Health and Safety System be procured and implemented as part of Kidderminster commitment to public safety and long-term operational safety.
2. Budget allocation be confirmed in the next Finance and Overview meeting (October 2025) for the remainder of 2025-26, funded through current expenditure and agree budget for 2026-27.