



Kidderminster
Town Council

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29 May 2026

The meeting of the **SERVICES COMMITTEE** will be held in the Operations Unit, Unit 2, Forst Industrial Park, Crosbie Grove, Kidderminster at **6:00 PM on Wednesday 1st July 2026**.

Yours Sincerely,

Adam Stockhall
Operational Services Manager

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

SERVICES COMMITTEE AGENDA – WEDNESDAY 1 July 2026

1. Apologies for absence

N/A

2. Declarations of interest.

To receive declarations under consideration on this agenda in accordance with the Localism Act 2011 s32 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

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

3. Public Question Time.

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

4. Minutes.

To approve the minutes of the meeting of Services Committee held on Wednesday 18th March 2026.

5. Election of Deputy Chair for the 2026–2027 Services Committees.

To elect a Deputy Chair for the Services Committees for the 2026–2027 municipal year.

6. Climate Change and Carbon Reduction

To receive the report of the climate change and Biodiversity Working Group and agree any actions arising from this report.

7. Operational Services Terms of Reference.

To note the Terms of Reference.

8. Operational Services Work Programme

To receive and note upcoming Operational Services Work Programme.

9. Operational Services Update

To receive an Operational Services Update.

10. Friends of Parks

To receive a copy of the Friends Memorandum of Understanding and update on the current operational position.

11. Service Level Agreements

To receive a report and consider recommendations.

12. Operational Services New Posts, Job Descriptions and Person Specifications

To receive a report and consider recommendations.

13. Procurement of the Parks, Green Spaces and Market Street Public Toilets Maintenance and Cleansing Contract

To receive a report and consider recommendations.

14. Clement Dalley Play Park (Silverwood's)

To receive a report and consider recommendations.

15. Kidderminster Allotments

To seal the Kidderminster Town Council pressed stamp to allotments self-management leases.

13 Franche Allotment

To consider report and consider recommendations.

**KIDDERMINSTER TOWN COUNCIL
OPERATIONAL SERVICES COMMITTEE
Minutes of the meeting held on Wednesday 18th March 2026
Held in Unit 2, Forst Industrial Park at 6pm**

Present:

Councillors:

Councillor J. Beckingham (Chair)

Councillor H.Dyke (Vice Chair)

Councillor G. Connolly

Councillor V. Caulfield

Councillor S. Miah – Arrived at meeting at 19.15

In attendance:

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

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

1. APOLOGIES FOR ABSENCE

L.Carroll, N.Gale,

2. DECLARATIONS OF INTEREST

None

3. PUBLIC QUESTION TIME

None received.

4. MINUTES

RESOLVED: That the minutes of the Services Committee meeting held on Monday 8th December 2025 be approved as a true record and signed by the Chair.

5. OPERATIONAL SERVICES WORK PROGRAMME.

To receive and note Operational Services work programme.

RESOLVED: The Committee noted the Service's work programme. Options for discussion, re paddling pool St Georges Park.

6. WASTE CORE STRATEGY

To receive a summary of the Worcestershire Waste Strategy, and to recommend Town Council formal survey response.

RESOLVED: Committee noted the summary and recommended the Operational Services Manager respond accordingly on behalf of Kidderminster Town Council.

7. LOCALSIM AND DEVOLUTION PROPOSAL

To receive a report and consider recommendations.

RESOLVED: The Committee supported the recommendation and recommends Full Council agree for officers to progress the transfer of parks in accordance with the arrangements agreed by Wyre Forest District Council's cabinet.

The Committee agreed that, following the outcome of Full Council, it would review and approve the contents of the proposed job descriptions as set out in the Localism and Devolution Proposal.

8. OPERATIONAL SERVICES UPDATE

To receive an Operational Services Update.

RESOLVED: The Committee noted the Operational Services Update.

9. KIDDERMINSTER ALLOTMENTS

To receive a report and consider recommendations.

RESOLVED: The committee approved the Operational Services Manager to proceed with and finalise the necessary arrangements to extend the current lease agreements for allotment associations, enabling them to continue managing the allotments on a day-to-day basis.

A Member of the Committee has agreed to act as a witness to the lease agreement once it has been finalised with the respective associations.

10. EXCLUSION OF PRESS AND PUBLIC

The following items will be likely to disclose exempt information relating to contractual arrangements and it is, therefore, RECOMMENDED that pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded.

11. KIDDERMINSTER TENNIS CLUB

To receive an update and consider recommendations.

Councillor S. Miah arrived at the meeting at 19.15

Meeting ended at 19.45

Kidderminster Town Council

Climate Change and Biodiversity Working Group

Notes of Meeting, 6.00 pm, 21st May 2026.

Present: Councillor Doug Hine (Chairman), Hugh Peacocke (KTC CEO)

Observing: Ben (a member of the public)

Apologies: Councillors John Beckingham and Nicky Gale

Agenda.

1. To review the Action Plan approved at the meeting of Full Council on 22nd October 2025 and consider any actions within the budget provided.

Progress and responses were received and noted (See attached). Other actions arising:

- Promote/ partner with organisations such as the monthly Repair café and Incredible/ Edible
- Contact emergency services and Environmental Agency re planning for extreme conditions

2. To review the Council's Biodiversity programme and report on same.

Noted the programme.

Update from Adam Stockhall:

We will continue to work closely with Natural England to enhance biodiversity gains across our parks and open spaces. This will be achieved through the creation and management of natural meadow areas, targeted native planting schemes, and the improvements of wetland and pond habitats.

Existing no-mow areas will continue to be maintained to encourage wildflower meadow establishment and support pollinators and other wildlife. Where appropriate, we will prioritise the planting of native trees and plants to strengthen local ecosystems and improve habitat connectivity.

We will also continue to explore opportunities to enhance wildlife infrastructure, including the installation of bird and bat boxes and other habitat features. In addition, interpretive signage and information boards will be further improved to provide visitors with greater awareness and understanding of the wildlife species and planting schemes present within the parks.

We do not use herbicides or weed killer on any of our parks.

3. Working with Utility Aid on Carbon Reduction initiatives.

Ask Utility Aid about a carbon audit and any other assistance/support they might be able to provide

Kidderminster Town Council

Climate Emergency Action Plan

This Action Plan was adopted by Kidderminster Town Council on 22nd October 2025
Progress to be reviewed twice annually by the Finance & Overview Committee of the Council.

Introduction

The Climate Emergency refers to the urgent and significant threat posed by climate change, which is primarily driven by human activities such as burning fossil fuels, deforestation, and industrial processes. This situation has led to rising global temperatures, increased frequency and severity of extreme weather events (such as hurricanes, droughts, and floods), melting ice caps, and rising sea levels.

Globally, our current trajectory is moving us rapidly towards more than 2.0C of warming, which for the UK will bring hotter, drier summers and milder, wetter winters with an increase in the frequency and intensity of extreme weather events¹, combined with sea level rise,² The consequences of these changes are already being felt. Over recent years, severe floods have caused major damage to property and businesses across the UK. Other far-reaching effects will be on ecosystems, biodiversity, agriculture, water resources, and human health, while also exacerbating social inequalities.

Within the framework set by the UK government to be Carbon Neutral by 2050, Kidderminster Town Council declared a Climate Emergency in 2021. The Council has joined with over 600 councils across Britain – big and small – covering 96% of the population who are setting ambitious targets and taking meaningful action.³ Measures that Kidderminster Town Council can take in its own activities will have some limited effect. However, it will set an example and allow the Council to take an active role in encouraging and enabling others to act.

1. MET Office, What is Climate Change:

<https://weather.metoffice.gov.uk/climate-change/what-is-climate-change>

2. MET Office, UKCP18 Marine Climate Change: <https://www.metoffice.gov.uk/binaries/content/assets/metofficegovuk/pdf/research/ukcp/ukcp18-infographic-headline-findings-marine.pdf>

3. As of 16th October 2025, source: climateemergency.uk

<https://climateemergencydeclaration.org/climate-emergency-declarations-cover-15-million-citizens>

Action	Timescale	Cost £ low ££ medium £££ high	Committee/ Service Responsibility	Notes
Lobbying, Leadership and Community Engagement				
Organisational Review of Policies to align with Climate Emergency Commitment	Short	£	Working Group/ All	Review in line with Policy review periods Ask MT to identify relevant policies in their areas
Publicise commitment and promote energy-efficient and green measures to residents in public seminars, leaflets and website – in conjunction with local expertise	Short	££	Corporate Services	Newsletters, Press release
<p>Make reference to Climate Emergency and need for renewable energy measures when commenting on Relevant planning matters (i.e. planning applications and Local Plan consultations):</p> <ol style="list-style-type: none"> 1. Stronger energy efficiency (insulation, passive solar, heat pumps) in building standards; 2. More thorough solar energy capture, on North-South facing houses; 3. More domestic battery storage; 4. New build housing to have appropriate local infrastructure (shops, schools, café, community hall, open space) to improve wellbeing and reduce car dependence; 5. Design better, and more, public transport, cycling and walking routes; 6. Protect natural resources, including streams, trees and community fabric; 7. Remodelling the town centre to improve the environment for pedestrians and cyclists, reduce the impact of traffic to improve town centre health. 	Short	£	Planning	Advise Planning Committee- reminded today
Add Climate Emergency References in all new contract specifications and Tenders and add to the evaluation process.	Short	£	All	Update tender documentation- especially new parks contract
Encourage councillors and staff to undertake Carbon Literacy training	Medium	££	All	One day courses are available quite cheaply
Encourage Councillors to promote climate change	Short	£	Corporate Services	Ongoing- posters and social media

Publicise and promote achievements in reducing the Council's carbon footprint on website and in the Newsletters	Medium	£	Corporate Services	Matt Smith and solar panel; LED lighting
Adopt a travel policy that favours use of the less carbon-intensive method of travel for staff and councillors	Short	£	Corporate Services	CEO commutes by train; adopt policy at F & O
Carbon Reduction - Assets				
Undertake Carbon Footprint Audit	Short	££	CEO	Essential evidence base against which to measure progress. Secure price to undertake audit by 2026 To be reviewed.
Use carbon accounting tools such as the Worcestershire Decarbonisation Portal, and promote to other organisations	Short	£	Operational Services / Working Group	Evidence for next meeting
Commit to Carbon Neutral council by 2035	Long	£	All	In the Council's Vision
Undertake a Buildings Audit to identify any efficiency measures	Short	££	Town Hall/ Operational Services	Understand when last undertaken to consider next review date
Replace all Council lighting with LED	Short	££	Town Hall/ Operational Services	Agree schedule for replacement programme- this year's budget?-Town Hall
Consider climate impact on new purchases of plant & machinery	Medium	££	Operational Services	Next year, parks transfers
Support retro-fitting of existing housing with improved energy efficiency measures	short	£	Corporate Services	Promote on website, social media, etc.
Consider carbon footprint of any buildings to be taken on by the Town Council in the future	Long	£	Operational Services	
Reduce carbon footprint of Town Council office activities	Short	£	Corporate Services	Reduce printing, request minimal packaging on items ordered e.g. paper All appliances with exception of phones and CCTV turned off at plug each weekend. Turn off copiers at end of each day Use bicycle for travel to meetings / inspections within the town Reduce printing for all staff and councillors Town Hall Manager investigating solar panels for roof

Agree approach to "Carbon Neutral"	Medium	£	Working Group/ All	At what stage might offsets be considered/ permitted?
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Action	Timescale	Cost £ low ££ medium £££ high	Committee/ Service Responsibility	Notes
Renewable Energy				
Request energy from Town Council's electricity providers is renewable	Medium	£	Corporate Services	If existing provision is not from renewable sources, assess alternative renewable tariffs and costs to switch.
Explore potential for installing Solar/Wind mitigating measures on Council Land/Buildings	Long	£££	Town Hall/ Operational Services	
Transport				
Explore infrastructure requirements and power capacity for electric vehicles	Long	££	Operational Services	
Encourage increased use of public transport by: 1. Lobbying for improvement of Kidderminster Bus Station 2. Enhancing our bus stop 3. Consider subsidising a Saturday discount bus fare 4. Work for more EV car charging in public spaces where private driveway charging is unavailable/limited.	Short Short Medium Medium	£ £ £££ ££	Operational Services	This year's budget?
Waste Minimisation				
"Paper-light" Council Meetings	Short	£	Corporate Services	Councillors still want hard copies
Encourage a policy of "Reduce, Reuse, Recycle, Compost" prior to landfill or incineration for contractors and Council operations	Short	£	All	Office waste is recycled, slightly more difficult with waste collected on recreation ground and bins as this is labour intensive also concerns for health and safety of staff-Courtyard café?
Promote schemes that can improve resource and waste efficiency, such as community waste reduction initiatives, repair cafes, reuse schemes, composting programmes and local exchange schemes	Short	£	Operational Services / Corporate Services	Councillors' Ward grants?

Action	Timescale	Cost £ low ££ medium £££ high	Committee/ Service Responsibility	Notes
Open Spaces				
Develop Open Space Management Plans	Short	£	Operational Services	Already done
Any future Public Open Space adoption to include any Climate Emergency Needs	Short	£	Operational Services	Parks transfers?
Develop a long-term approach to tree planting, including, encouraging community tree planting and identifying locations for bulk planting	Long	££	Operational Services	Ward grants?
Support allotments and domestic food production	Long			New allotment agreements coming to next Services Committee
Encourage community orchards and tree planting to include fruit and nut trees	short			Ward grants?
Use own compost, then subsequently purchase Peat-Free Compost	Medium	£	Operational Services	Refer to services/ GM contractor
Reduce the amount of herbicides used by the council	Short	£	Operational Services	Already progressing
Continue replacement of floral planters with built-in water reservoirs to reduce the need for watering	Medium	££	Operational Services	Move towards drought resistant planting. Move towards rainharvesting.
Food				
Encourage the consumption of less meat and more plant-based food	Medium	£	All	Website/ social media
Reduce food waste	Short	£	All	Courtyard?

Action	Timescale	Cost £ low ££ medium £££ high	Committee/ Service Responsibility	Notes
Extreme Weather Events				
Work to assess past and future risks to residents, organisations and the council from extreme weather events or hazards arising from a changing climate. This should include the impact of: <ul style="list-style-type: none"> • Surface water flooding from extreme rainfall • Extreme heat and cold in homes especially at night • Extreme temperatures in workplaces • Extreme wind, hail, rainfall and drought 	Medium	£££	Operational Services/ Town Hall	Allow flexible working, such as working from home, or reallocate hours/ days
Produce a plan and estimated costings for the adaptation and resilience measures required to protect the Council from the disruption due to future extreme weather events. Identify methods of funding this work	Medium	££	Operational Services/ Town Hall	Refer to services committee and Town hall committee
Coordinate with Emergency Plans of the Environment Agency, Councils, emergency services, etc. during extreme weather events	Short	£	All	Hold meeting with agencies to determine their plans and how KTC can assist/ support
Working with Partners				
Work with Worcestershire (or successor) Council, surrounding parish and town councils, district and other councils and relevant partners including businesses, educational establishments and civil society organisations, to determine and implement best practice on Climate Change and Environmental Protection	Medium	£	Corporate Services/ CEO	Hold meeting with agencies to determine their plans and how KTC can assist/ support
Monitoring				
Climate Actions should be a consideration of all committees	Short	£	All	Climate change to be on the agendas for meetings. CEO to action.
Report twice annually reviews against plan	Short	£	CEO	Dates to be calendared... April and October.
Undertake annual carbon footprint audit	Short	££	CEO	Evidence base

KIDDERMINSTER TOWN COUNCIL BIODIVERSITY POLICY

PREAMBLE

In accordance with the duty imposed on town and parish councils by Section 40 of the Natural Environment and Rural Communities Act 2006, updated by Section 102 of the Environment Act 2021, **Kidderminster Town Council** will in exercising all its functions have regard to the purpose of conserving biodiversity.

This duty also means that town and parish councils can spend funds in conserving biodiversity.

DEFINITION

According to Defra (Biodiversity 2020), biodiversity is the variety of all life on Earth. It includes all species of animals and plants – everything that is alive on our planet.

Biodiversity is important for its own sake and has its own intrinsic value. A number of studies have shown this value also goes further. It is the building block of our 'ecosystems'. These provide us with a wide range of goods and services that support our economic and social wellbeing. These include essentials such as food, fresh water and clean air, but also less obvious services such as protection from natural disasters, regulation of our climate, and purification of our water or pollination of our crops. Biodiversity also provides important cultural services, enriching our lives.

AIMS AND OBJECTIVES

The object of this policy is to work towards enhancing and protecting the biodiversity within land owned by Kidderminster Town Council.

All committees of Kidderminster Town Council will consider sustainability, environmental impact and biodiversity when making decisions and will develop and implement policies and strategies as required.

In particular, Kidderminster Town Council will aim to improve the biodiversity of the area in the following ways:

- Ask the Planning Authority to consider the potential impact on biodiversity represented by relevant planning applications.
- manage its land and property using environmentally friendly practices that will promote biodiversity.
- support local businesses & council operations in the adoption of low impact practices.
- support residents and local organisation activities to enhance and promote biodiversity.

ACTIONS

Planning applications

- The council, when commenting on relevant planning applications, will support site and building design that benefits biodiversity through the conservation and integration of existing habitats or provision of new habitats.
- It will support protection of sensitive habitats from development and will ask the planning authority to consider whether the development would mean the loss of important habitats for wildlife in respect of all applications.
- It will consider what each proposed development might make in terms of biodiversity net gain. This is a legal requirement, no need for KTC to do this.

Land and property management

- The council will carry out a biodiversity audit of its landholdings, subject to funding being available.
- The council will encourage the conservation and promotion of local biodiversity with regards to the management of its open spaces. This will include adopting beneficial practices with regarding to cutting and removal of vegetation, application of chemicals and timing of maintenance work.
- Special care will be taken in the specification of grounds maintenance contracts to ensure that the work, whilst reaching acceptable standards, does not harm the natural environment.
- The council will consider biodiversity issues and the implementation of changes when managing its buildings.

Local community

Subject to resources being available,

- The council will raise public awareness of biodiversity issues, including through its website and other media.
- The council will engage with local businesses and residents regarding biodiversity in the community and how members of the community can assist and make a difference.
- It will, where feasible, involve the community in biodiversity projects on its land including for example tree planting, wildflower meadows, birdbox making.

Partners

- Kidderminster Town Council will work in partnership with other organisations to protect, promote and enhance biodiversity within areas of the town.
- Subject to resources being available, it will review any local nature recovery strategies, species conservation strategies, or protected site strategies in respect of local sites of special scientific interest (SSSIs) and consider how it may become more involved in implementing the strategies' recommendations.

This policy will be reviewed each year together with a summary of how the policy has been implemented in the previous twelve months.

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

- To appoint Chairman of the Committee
- To appoint Vice-Chairman of Services Committee
- 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
- To consider and make recommendations to the Council as to policies and initiatives which will contribute to, promote, the Council's strategic operational objectives. These to include provision, repair, renewal, maintenance, development and improvement of operational assets and services.
- To set and monitor policies in relation to the management of the Town Council's Parks
- 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.
- To monitor the effectiveness of operational activities, making recommendations to Full Council for improvements as required.
- To ensure that all operational activities support and inform the budget planning process.
- To monitor the effectiveness of the Kidderminster Town Council Lengthsman.
- To function as the Council's operational Health and Safety Committee.
- To approve any applications for external funding for projects within the Committee's remit, which are not included in the Town Council's budget.
- To set and monitor policies in relation to the management of Town Council's organised and/or sponsored events, including community events and events organised by other parties for the benefit of the communities in Kidderminster.
- To approve formation and issue Terms of Reference to working or advisory groups supporting delivery of Town Council events.
- Where necessary, to provide recommendations to the Council from time to time on matters within the Terms of Reference.

4. Membership

- The Operational Services Committee will comprise of 7 Members of the Town Council. It will be supported by the Kidderminster Town Council Public Realm and Operations Manager and 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 group shall meet at least quarterly
- Minutes will be kept, and a copy supplied to each member of the group as soon as reasonably practicable.
- Every effort will be made to re-arrange cancelled meetings as soon as is reasonably practicable.
- Items that cannot be resolved by the Committee will be referred to the next meeting of the Services committee Group.

9. Meeting Dates

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

Agreed meeting dates for 2026/27

Date	Time	Location
1 st July 2026	18.00	Unit 2
23 rd September 2026	18.00	Unit 2
9 November 2026	18.00	Unit 2
17 th February 2026	18.00	Unit 2

Kidderminster Town Council Work Programme for Services and Public Realm Committee Meetings for the Municipal Year 2026/27.

Standing Items on each (ordinary meeting) agenda:

1. Apologies
2. Declarations and Dispensations
3. Approval of Minutes of previous meeting
4. Questions/ Petitions from members of the Public
5. Other items of Business

Meeting Date	Item
3 June 2025	Kidderminster markets To recommend for approval to extend KTC – WFDC Extension of the Market Agreement and award Bescott Promotions as new provider.
	St Georges Paddling Pool To recommend for approval by Operational Services Committee
2 July 2025	Terms Of Reference To note Operational Services Terms of Reference.
	Operational Services Progress Report To update on current status
	Operational Business Continuity To recommend for approval, implementation of Services Business Continuity.
	Ring Road Waterfall To recommend approval for the proposed options for improved lighting and landscaping.
	Review of Operational Service Level Agreements with WFDC. To recommend for approval,
	Implementation of a Health and Safety System for Operational Services. To recommend approval for a dedicated Health and Safety System for Operational Services.
13 August 2025	St Georges Paddling Pool To recommend approval for the proposed options and recommend permanent closure to Full Council.
	Mitchell Wall & Waterfall Report. To acknowledge the Interpretation Board.
8 December 2025	M&BG Presentation To receive a presentation, Grounds Maintenance.
	Operational Services Work programme To receive and note upcoming Operational Services Work Programme.
	Operational Services Update Report To update on current status
	Waterfall Report To recommend for approval softscape design and enhancement of lighting
	Kidderminster Tennis Club To recommend for approval, to seek and review current agreement and investigate proposed suggestions.
18 March 2026	Solar Power Explore options for integrating solar power into assets such as public toilets and the waterfall area.
	Tennis Club Service Level Agreements Conduct further investigation into the legal aspects of the agreement.
	Allotments To recommend for approval to extend Service level Agreements with associated allotment tenants on new terms.
	Operational Update To update on current status.
	Waste Core Strategy To recommend Kidderminster Town Council responds and undertakes survey.
1 July 2026	Operational Services Update Report To update on current status
	Service level Agreements To receive a report and consider recommendations

Operational Services – New Jobs
To receive a report and consider recommendations
Grounds Maintenance procurement
To receive a report and consider recommendations
Silverwoods Park
To receive a report and consider recommendations
Kidderminster Allotments
Seal Lease agreements.
Climate Change and Carbon Reduction
To note attached.
Franch Allotment
To consider report and consider recommendations.
Friends Of the Parks
To receive a copy of the Friends Memorandum of Understanding and update on the current operational position.

Kidderminster Town Council

Report Title: Public Realm and Operations Update

- **Meeting:** Operational Services Committee
- **Date of Meeting:** 2nd July 2026
- **Author:** Rob Beeston – Operational Services Officer
- **Date of Report:** 16th June 2026

1. Summary

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 which was conducted in July this year. All all high and medium risk works have either been completed or are booked in for completion this financial year.

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 February

➤ Parks

- We have applied for the Green Flag award for Broadwater's Mill Park
- Wildflower areas Maintained
- Roof repairs on Market Street Toilets
- Play Equipment repairs
- Painting and Deep Cleaning Park Furniture
- Clearing waterways
- Play equipment repairs
- Tree removal at Broadwater's Mill Park

➤ 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.
- Management of Kidderminster Markets
- Progressing painting of street furniture
- Waterfall re-landscaped
- Removal of graffiti on Town Council land
- Repairs to Market Street toilet
- Essential repairs to Market Street toilets
- Incredible Edible planters installed on Talbot Park
- Roof repairs on Market Street Toilets

➤ Back Office/Safety

- Kitchen and welfare room created
- 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

St Georges Park tennis court marked and cleaned



Tree removal at Broadwaters



New trees planted at Baxter Gardens



Wildflower meadows at Broadwaters



Public Realm

New Flag at St Marys Square



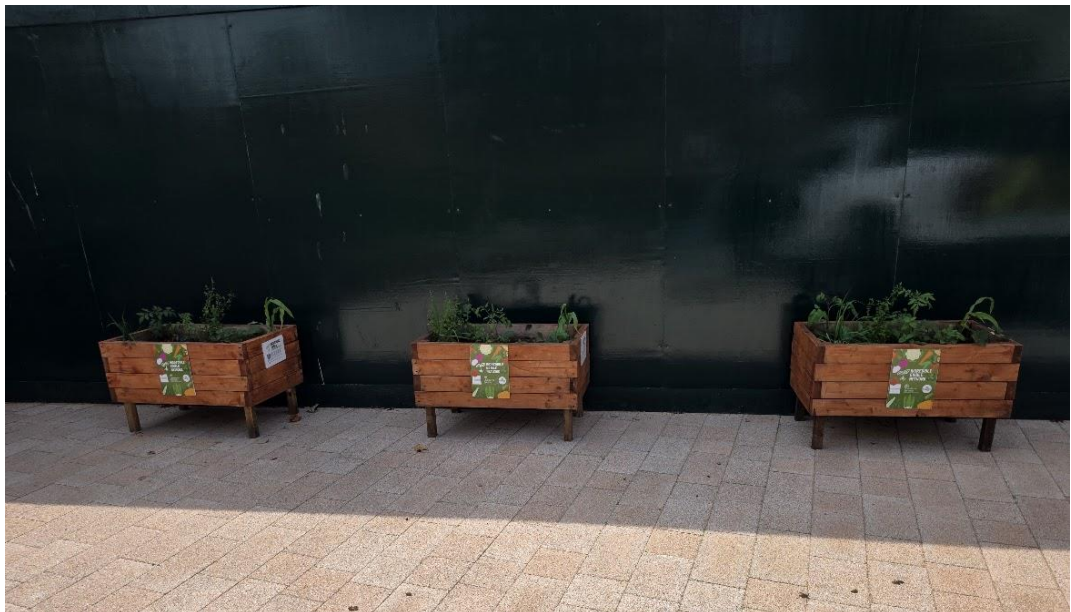
Lengthsman Works Marlpool



New Solar VAS sign Installed



Incredible Edible Planters



Roof repairs at Market Street Toilets



5. Friends Groups updates

➤ Friends Of St Georges Park

KTC officers continue to provide regular updates to the Friends of St George's Park regarding activities and works being undertaken within the park.

While engagement with the group remains limited at times, officers remain committed to maintaining open lines of communication and sharing information on operational matters, projects and planned improvements. The Council continues to welcome feedback from the group and remains willing to work collaboratively where opportunities arise.

Officers will continue to keep the Friends group informed of relevant developments and seek opportunities to strengthen the working relationship going forward.

➤ Friends Of Broadwater's Mill Park

The Friends of Broadwater's Mill Park continue to be an active and engaged group that works positively and collaboratively with Kidderminster Town Council. This strong partnership was highlighted by the park's continued success in achieving the prestigious Green Flag Award.

The group continues to engage well with the Town Council and remains committed to supporting and enhancing the park. Members regularly undertake their established activities, including litter-picking and assisting with the maintenance of the areas under their care, while maintaining good communication with council officers.

The group has recently elected a new Chairperson and looks forward to continuing its positive work within the park and developing its relationship with the Council.

The Friends remain keen to progress longer-term aspirations for the site, including the repurposing of the former toilet block and exploring opportunities for the restoration of the historic waterwheel and mill building, with the potential to investigate hydroelectric generation as part of a wider heritage and sustainability project.

➤ **Friends Of Baxter Gardens**

The Friends of Baxter Gardens group does not currently appear to be active and there is no evidence that regular meetings are being held. While individual members have previously supported activities within the gardens, there has been little recent engagement with the Town Council and no identifiable programme of activity.

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

Report Title: Memorandum of Understanding Friend Groups and Current Status

Meeting: Operational Services Committee

Date of Meeting: 1 July 2026

Author: Adam Stockhall – Operational Services Manager

Date of Report: 15 June 2026

- 1. Aim:** To provide the Operational Services Committee with an update on the current position regarding the Friends of the Parks.
- 2. Background:** The Council works in partnership with the Friends Groups through an agreed Memorandum of Understanding, which sets out the respective roles, responsibilities and expectations of both parties.

For several years, the Friends Groups associated with St George's Park, Broadwater's Mill Park and Baxter Gardens have provided valuable support to Kidderminster Town Council in the maintenance, enhancement and promotion of these important community assets. Their contributions have included litter picking, the maintenance of flower beds, tree planting, shrub management and the organisation of community events, including family fun days and other local activities.

As independent volunteer organisations, the Friends Groups make a significant contribution to the quality and enjoyment of the Council's parks and green spaces. Their commitment, local knowledge and dedication help support the Council's objective of providing safe, clean and welcoming environments for residents and visitors alike.

The Committee should note that the Baxter Gardens Friends Group is currently largely inactive due to declining membership and limited volunteer capacity.

The Committee should also note that relations between the Council and the Friends of St George's Park have been strained for several months. Following the transfer of responsibility for the parks to Kidderminster Town Council, it was communicated at an early stage that officer attendance at Friends Group meetings held on Friday evenings would be difficult to accommodate due to the time and day of these evening meetings. The Council has sought to maintain constructive engagement with the group through alternative means, including regular correspondence via email and site meetings where appropriate. However, this matter has continued to present challenges within the relationship.

The Council continues to work positively with the Friends of Broadwater's Mill Park and remains committed to supporting community involvement in the

management, maintenance and ongoing improvement of its parks and green spaces.

Officers have occasionally received concerns from Friends Groups about specific maintenance and operational activities in the parks. However, the Council has not received any formal complaints directly from members of the public about the standard of work delivered. Officers also carry out regular, often daily, site inspections to monitor park conditions and help ensure consistently high standards of maintenance and presentation.

- 3. Memorandum of Understanding:** Memorandum of Understanding are important because it defines the responsibilities of each party in an agreement, provides the scope and authority of the agreement, clarifies terms and outlines compliance issues.

It should be recognised that, in signing the memorandum of understanding, Friends Groups are not entering into any form of contractual obligation, rather it is a statement of commitment to supporting environmental improvements within the agreed area.

- 4. Moving Forward:** Officers of Kidderminster Town Council acknowledge that communication and engagement with group members could be further strengthened. To support a more collaborative and effective partnership, officers propose establishing clearer and more appropriate channels of communication moving forward. This will facilitate the timely exchange of information, improve coordination of activities, and enable a more proactive approach to the planning, delivery, and maintenance of works within the parks, ensuring positive outcomes for all stakeholders.

The Council also recognises that arranging meetings at mutually convenient times can present challenges for both officers and group members. To address this, it is proposed that alternative meeting dates and formats be explored to better accommodate the availability of all parties. Alongside this, the introduction of more proactive and structured methods of engagement would help strengthen partnership working, encourage regular dialogue, and support a more coordinated approach to achieving shared objectives within the parks.

- 5. New Council Roles:** It is important to note that the Council anticipates being in a significantly stronger position from April 2027, when four new posts are expected to be introduced within the Operations team. In particular, the proposed Landscape and Community-focused roles will provide direct benefits to the Friends groups and wider park users.

These additional resources will enhance the Council's capacity to support Friends groups through increased community engagement, improved partnership working, and the provision of professional expertise in relation to parks management and maintenance. The introduction of these roles will help ensure that dedicated officers support is available to assist with the development and delivery of Friends group initiatives, while also contributing to the long-term stewardship and improvement of the Council's parks and open spaces.

6. Recommendation

It is recommended that the Operational Services Committee **RESOLVES:**

- To note the contents of this report and the current position regarding the Friends Groups associated with the Council's parks and open spaces.
- To note the Memorandum of Understanding and reaffirm the Council's commitment to working in partnership with Friends Groups in support of the maintenance, enhancement and promotion of the Council's parks and green spaces.
- To support the development of improved communication and engagement arrangements between the Council and Friends Groups, including the exploration of alternative meeting formats and mechanisms for regular dialogue.
- To agree, in principle, the establishment of a Friends of the Parks Forum, comprising representatives from the Friends Groups, relevant Council officers and a nominated member of the Operational Services Committee, to facilitate constructive engagement, information sharing and collaborative working.
- To note the anticipated introduction of additional Landscape and Community-focused roles within the Operations team from April 2027 and the opportunities these posts will provide to strengthen support for Friends Groups and community-led initiatives within the Council's parks and open spaces.
- To request that officers continue to engage positively with all Friends Groups and provide a further update to the Committee on partnership working and future arrangements as appropriate.

Appendices:

- Appendix 1 - Memorandum of Understanding

Appendix 1

Memorandum of Understanding

Between

Kidderminster Town Council

And

Friends of **St Georges Park** (Registered Charity)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Friends of **St Georges Park** herein after referred to as the Friends Group, and the Kidderminster Town Council, herein after referred to as the Council.

• INTRODUCTION

It is important that everyone living in Kidderminster has the opportunity to have access to public open space. The Council is committed to supporting local groups who wish to participate in the maintenance of those spaces. As an ambition the Council wishes to engage with Friends groups to foster a joint sense of custodianship for areas, they have both affection and concern for. It is also working to ensure that friends groups are made aware of health and safety issues surrounding the use of volunteers on Council owned land. This will ensure the level of expectations and aspirations are effectively managed and realised in a way that does not compromise both the safety of volunteers and other grounds maintenance/biodiversity issues.

It should be recognised that, in signing the memorandum of understanding, Friends Groups are not entering into any form of contractual obligation, rather it is a statement of commitment to supporting environmental improvements within the agreed area. Where appropriate, this support can include financial support and/ or the provision of equipment/ services to the friends group.

• DEFINING FRIENDS GROUPS

The term 'Friends Group' embraces all forms of volunteering. For the purpose of this document this relates to formal/informal groups who have a desire to support/improve the physical appearance of parks and open spaces in the ownership of the Council. The Council has the right to determine which groups it will recognise; based on the view of what added value they would bring to a given area.

• INDIVIDUAL AGREEMENT

Memorandum of Understanding between Kidderminster Town Council and the Friends of **St Georges Park**

The purpose of this memorandum of understanding (MOU) is to define the roles and responsibilities of the Council and Friends Group in respect of the maintenance and improvement of **St Georges Park**.

➤ ***The Town Council***

As landowner the Council has ultimate responsibility for all works carried out at **St Georges Park**. This includes routine repair and maintenance of all areas, based on planned programmes, subject to change, depending on the availability of resources. The Council is also responsible for carrying out any works that arise as a result of health and safety concerns. The Council shall also, from time to time, carry out more intensive works, aimed at improving the location. Where possible, The Council will consult the Friends of any such works.

➤ ***The Friends Group***

The friends have the option to carry out a variety of tasks ranging from, general service improvements and practical tasks, for example hedge and shrub maintenance, bulb planting, bedding out, weeding, litter picking and painting, fundraising for projects, holding events in the park.

➤ ***Joint Working***

An annual work programme shall be jointly agreed between the Council and Friends at the start of each Year. This will detail work to be carried out by the Friends and any tasks, over and above routine repair and maintenance, carried out by the Council. It will also identify, as appropriate, any projects that may be jointly delivered. In these cases, it will be up to the Council to determine the scope of works volunteers will be allowed to carry out.

Where appropriate the Town Council will provide materials, tools and expertise on request.

➤ ***Special Projects***

These are projects where the scope of works requires more than existing resources can support. Examples of such work may include providing/enhancing children's play areas, installation of new structures or the construction of new footpaths. If the Friends are generating such projects, then they must get prior approval from the Council to ensure that,

- a. They are appropriate to the setting.
- b. That there is sufficient external funding to cover the cost.
- c. That any ongoing maintenance costs can be contained within existing budgets.

• **DECLARATION**

The Friends of **St Georges Park** accept the principles contained within this memorandum of understanding and, more specifically, will only carry out works at **St Georges Park** with the prior approval of the Council

Signed	
Position	

Kidderminster Town Council

Report Title: Review of Operational Service Level Agreements with Wyre Forest District Council

- **Meeting:** Operational Services Committee
 - **Date of meeting:** 1 July 2026
 - **Author:** Rob Beeston – Public Realm and Operations Officer
 - **Date of Report:** 15 June 2026
1. **Aim:** To undertake a review of the current Service Level Agreements (SLAs) between Kidderminster Town Council (KTC) and Wyre Forest District Council (WFDC) in respect of operational services, and to recommend a future service delivery approach having regard to local government reorganisation, service performance and cost considerations.
 2. **Background:** KTC currently holds formal agreements with WFDC to deliver services across Kidderminster. 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.

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: 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 and give advance notice to terminate the agreements effective 31 March 2027.**

Procurement Opportunity: The Council is due to undertake a procurement exercise for its wider Grounds Maintenance Contract during 2026. This provides an opportunity to review the current operational services delivered through separate Service Level Agreements with Wyre Forest District Council and consider whether these services could be incorporated into a single externally procured contract.

The services that could potentially be included within the ground's maintenance tender are:

- St Mary's Churchyard grounds maintenance;
- Market Street Toilets cleaning and routine maintenance.

Incorporating these services within a larger contract may provide opportunities to achieve economies of scale, simplify contract management arrangements and establish consistent performance standards across the Council's operational estate.

The current Hanging Basket and Mechanical Sweeping have arrangements within the Service Level Agreements that contain provisions allowing the contracts to continue a rolling 12-month basis beyond 31 March 2027, subject to the terms of the agreements. This provides the Council with flexibility to maintain service continuity whilst longer-term delivery arrangements are reviewed.

Rationale for Continuing the Hanging Basket and Mechanical Sweeping Agreements

Wyre Forest District Council has confirmed that both the Hanging Basket and Mechanical Sweeping services remain deliverable for the 2027/28 financial year and can continue under the existing Service Level Agreement arrangements, which allow for annual rolling extensions beyond the initial contract term.

Allowing these agreements to continue for a further 12 months would provide service continuity whilst the Council undertakes its wider review of operational service delivery and monitors the impact of local government

reorganisation on WFDC's future operational capacity. Retaining these arrangements for 2027/28 avoids the need for immediate procurement of relatively specialist services and provides the Council with an opportunity to review performance, costs and WFDC's ability to continue delivering these services before determining the most appropriate long-term delivery model.

4. Options Considered:

Option A: Request an Extension for Current Agreements for a further three years

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 2027 and

Serve notice of the current SLAs and incorporate relevant services into the wider ground's maintenance procurement exercise. Consider including:

- St Mary's Churchyard grounds maintenance;
- Allotment maintenance and inspections;
- Market Street Toilets cleaning and routine maintenance.

Potential to achieve economies of scale through a single contract covering parks, open spaces and associated operational services.

Provides an opportunity to standardise performance monitoring and contract management arrangements across operational services.

The existing hanging basket contract with WFDC could be extended separately, subject to satisfactory performance, to maintain continuity of floral displays and mechanical sweeping on a 12-month basis whilst wider procurement arrangements are developed.

5. Recommendations:

It is RECOMMENDED that the Services Committee RESOLVES:

1. That the Public Realm & Operations Officer is instructed to serve six months' notice to terminate the SLAs (not including the hanging basket and mechanical SLA), to take effect on 31 March 2027.

2. That the Public Realm & Operations Officer be authorised to appraise future service delivery arrangements and the potential incorporation of allotment maintenance, St Mary's Churchyard maintenance and Market Street Toilets

cleaning within the Council's wider grounds maintenance procurement exercise due in 2027, whilst also considering the extension of the hanging basket contract with WFDC as a separate arrangement.

KIDDERMINSTER TOWN COUNCIL

Report Title: Review of Operational Services Staffing Structure – Post Titles and Recruitment Timeline

- **Meeting:** Operational Services committee
- **Date of meeting:** 1 July 2026
- **Author:** Rob Beeston – Operational Services Officer
- **Date of report:** 18 June 2026

1. **Aim:** To provide clarification on the proposed naming of two previously approved Operational Services posts and to seek approval for a recruitment timetable for all agreed Operational Services positions.

2. **Background:** At its meeting on 22 April 2026, Full Council approved expanding the Council's Operational Services staffing structure to support the growing management responsibilities associated with the Council's parks, open spaces, community facilities and operational assets.

During consideration of the proposed staffing structure, Members requested that Officers review the title of the Community, Commercial and Engagement Officer to ensure that they accurately reflected the responsibilities and strategic objectives associated with each role.

The posts originally proposed as:

- Community, Commercial and Engagement Officer

have subsequently been reviewed and are now proposed as:

- Parks Commercial & Community Officer.

Draft job descriptions for the revised posts are attached as Appendices A&B

For completeness, the Committee is reminded that the wider Operational Services staffing structure comprises of four posts:

- Landscape Officer (formerly Horticulture Officer)
- Parks Commercial & Community Officer (formerly Community, Commercial and Engagement Officer)
- Operational Services Operative
- Technical Officer

The purpose of this report is to seek approval of the revised titles for the first two posts and to establish a recruitment timetable for all four positions. Draft job descriptions for the Operational Services Operative and Technical Officer posts are attached for Members' information as Appendices C and D respectively.

3. Review of Post Titles:

- **Landscape Officer**

Officers feel the title "Landscape Officer" is considered to more accurately reflect the breadth of responsibilities associated with the role than the previously proposed title of " Horticulture Officer".

Whilst horticultural knowledge remains an important component of the position, the role extends beyond traditional horticultural maintenance and encompasses the wider management, development and enhancement of the Council's parks, open spaces, planting schemes, landscapes and environmental assets.

The revised title better reflects the strategic nature of the post and aligns with contemporary terminology used across the parks and public realm sector. It also broadens the potential recruitment pool by attracting candidates with experience in landscape management, parks operations and environmental improvement, alongside those with horticultural expertise.

- **Parks Commercial & Community Officer**

The title "Parks Commercial & Community Officer" is proposed in place of "Community, Commercial and Engagement Officer" to more accurately reflect the dual purpose of the role.

Whilst community engagement remains a significant aspect of the position, including supporting Friends Groups, volunteers, events and stakeholder engagement, the role also contains a strong commercial focus that is central to the Council's future aspirations for its parks and open spaces.

The postholder will be expected to identify, develop and manage opportunities to generate income through activities such as:

- Events and festivals;
- Concessions and vendor agreements;
- Sponsorship opportunities;
- External funding and grant programmes;
- Commercial partnerships; and
- The promotion and development of revenue-generating activities within Council-managed parks and facilities.

The inclusion of the word "Commercial" within the title ensures that the income-generation element of the role is clearly recognised and signals the Council's intention to develop a more financially sustainable approach to the management of its assets whilst continuing to deliver strong community outcomes.

4. Recruitment Timeline: Subject to approval of the revised post titles and completion of the associated staffing documentation, Officers propose the following recruitment timetable for all previously approved Operational Services posts:

Milestone	Target Date
Advertisement of all approved posts	October 2026
Shortlisting and interviews	November – December 2026
Appointment of successful candidates	January 2027
Commencement of all new posts	1 April 2027

This approach provides sufficient time to undertake a robust recruitment process, allows for budget planning within the 2027/28 financial year and aligns the commencement of the new staffing structure with the start of the new operational year.

5. Recommendations:

It is RECOMMENDED that the Services Committee RESOLVES:

1. To note the review undertaken by Officers regarding the naming of the previously approved posts.
2. To approve the renaming of the Horticulture Officer post to Landscape Officer.
3. To approve the renaming of the Community Engagement Officer post to Parks Commercial & Community Officer.
4. To approve the proposed recruitment timetable, with advertisements for all approved Operational Services posts commencing in October 2026, interviews taking place during November and December 2026, and successful candidates commencing employment in April 2027.

APPENDICES

Appendix A – Parks Commercial & Community Officer Job Description

Appendix B – Landscape Officer Job Description and Person Specification

Appendix C – Operational Services Operative Job Description and Person Specification

Appendix D – Technical Officer Job Description and Person Specification



KIDDERMINSTER TOWN COUNCIL

JOB DESCRIPTION

Job Title: Operations Parks Commercial and Community Officer	Hours: 37 hours per week (any 4&5 day working patterns apply from any 7 days)
Salary: £30,060 - £33,143	Location: Unit 2, Forest Park, Crosbie Grove, Silverwood's, Kiddermminster Unit 2
Contract: Fixed, Full Time (37 hours)	
Purpose of job: As the Council continues to expand its asset base and raise its public profile, this role is central to bridging the gap between internal operations and the wider community. The Parks Commercial and Community Officer will be instrumental in empowering local groups, securing financial resources, and enhancing the delivery of services across the Council's programmes. The postholder will take a lead role in delivering externally funded projects, such as those supported by the Heritage Lottery Fund (HLF), using expertise in public engagement to foster a strong civic identity, encourage participation, and strengthen community connections with the Council's work. By acting as a key liaison between the Council and its diverse stakeholders, this position ensures that initiatives are accessible, inclusive, and impactful. The role will also be responsible for identifying and developing sustainable income-generating opportunities across the Council's parks, including events, partnerships, and the effective use of concessions and external vendors.	
Job Description:	
Community Liaison <ul style="list-style-type: none">• Provide ongoing support to "Friends of" groups and other community organisations.• Build and maintain strong relationships with community stakeholders to facilitate participation and collaboration.	
Events & Activities <ul style="list-style-type: none">• Plan, organise, and promote community events and activities.• Deliver programmes funded by external sources, including HLF initiatives, ensuring they meet strategic objectives and community needs.	
Fundraising <ul style="list-style-type: none">• Identify opportunities for external funding and write persuasive grant applications to secure financial support.• Lead on income generation initiatives to strengthen the sustainability of Council projects.	
Communication <ul style="list-style-type: none">• Manage social media accounts to enhance engagement and promote events and initiatives.• Assist with internal reporting and the preparation of materials for publication in collaboration with the Operational Services Manager.	

Public Engagement

- Act as a central point of contact for community queries, including email correspondence and enquiry triage.
- Encourage community participation and foster positive relationships with residents and stakeholders.

Project Support

- Provide logistical and administrative support for events, community activities, and funded programmes.
- Monitor project delivery to ensure objectives are met efficiently and effectively.

Health & Safety

- Take personal responsibility for maintaining high standards of work.
- Assist in the development of risk assessments, in consultation with the Technical Support Officer, ensuring compliance with health and safety regulations and best practices.

Training

- Participate in designated training sessions, some of which may be mandatory, and may take place outside normal working hours or at other locations as required.

Customer Service

- Always ensure excellent customer service, promoting a welcoming and supportive environment for all stakeholders.

General Responsibilities

- The job description is not exhaustive and is subject to change.
- The postholder may be reasonably required to undertake duties beyond those specified to meet the Council's operational needs.

PERSON SPECIFICATION

Job Title: Parks Commercial and Community Officer

Directorate & Section: Operational Services

Salary Grade: £30,060 - £33,143

EXPERIENCE: (Of delivering outcome/objectives/service improvements etc, not just time served)

Experience

- Demonstrated experience in a community-facing role, with a track record of supporting and liaising with community or volunteer groups.
- Experience in developing and delivering income-generating initiatives within public spaces, including events, concessions, vendor management, or commercial activities.
- Proven ability to plan, promote, and deliver public events and activities.
- Experience in securing external funding through grant applications.
- Experience in creating and managing content for social media.

KNOWLEDGE, SKILLS AND ABILITIES:

Essential:

- Excellent communication skills, both written and verbal.
- Ability to work effectively under own initiative and as part of a team.
- Strong organisational skills, with the ability to manage multiple projects simultaneously.
- Good written skills, particularly for creating compelling reports and grant applications.
- Exemplary customer service, with a professional and positive image.
- Commercial awareness, with the ability to identify and develop opportunities to generate income from parks through events, partnerships, and external vendors while maintaining community value.

Desirable:

- Working knowledge of fundraising practices and grant application processes.
- Experience in supporting funded programs, such as HLF activity delivery.
- Familiarity with data collection and reporting for project updates.
- Experience of managing vendor agreements, licences, or concessions within a parks or public realm setting.

QUALIFICATIONS/TRAINING & DEVELOPMENT:

Essential:

- Full Clean UK Driving Licence

ADDITIONAL FACTORS

It is **essential** that the post holder has:

- Ability to work a flexible schedule, including evenings, weekends and bank holidays, to support events and community activities.
- A flexible and adaptable approach to the workload.

Author: Adam Stockhall

Date: June 2026



KIDDERMINSTER TOWN COUNCIL

JOB DESCRIPTION

Job Title: Operations Landscape Officer	Hours: 37 hours per week (any 4&5 day working patterns apply from any 7 days)
Salary: £30,060 - £33,143	Location: Unit 2, Forest Park, Crosbie Grove, Silverwood's, Kidderminster Unit 2
Contract: Fixed, Full Time (37 hours)	
<p>Purpose of job: As a key member of the Parks and Public Realm team within Kidderminster Town Council, the Landscape Officer plays a critical role in maintaining, enhancing, and safeguarding the Council's green spaces. This position ensures that parks, gardens, and public landscapes are not only visually appealing but also safe, sustainable, and ecologically vibrant. The officer will be responsible for the day-to-day management of horticultural operations, ensuring that all work aligns with both public expectations and broader biodiversity and environmental objectives.</p> <p>This role serves as the bridge between strategic planning and practical delivery, translating design and maintenance plans into high-quality, well-executed outcomes that benefit residents, visitors, and wildlife alike. By combining technical horticultural expertise with practical grounds management skills, the officer helps ensure that Kidderminster's green spaces remain welcoming, resilient, and engaging throughout the year.</p> <p>Beyond maintenance, this role contributes to the Council's wider community and environmental goals by supporting biodiversity initiatives, promoting sustainable practices, and helping to create inclusive, accessible spaces that encourage public use and enjoyment. The postholder will work collaboratively with colleagues, volunteers, contractors, and local community groups to enhance the quality and impact of Kidderminster's public realm, reinforcing the Council's commitment to high standards of care, environmental stewardship, and civic pride.</p>	

Job Description:

Site Inspections & Planning

- Conduct regular site inspections to assess the condition of parks, gardens, and other public green spaces.
- Develop and implement seasonal planting schemes, maintenance schedules, and improvement plans in collaboration with the Public Realm & Operations Officer.
- Monitor plant health, soil conditions, and site aesthetics to ensure high-quality standards are maintained year-round.

Contractor Liaison

- Coordinate with contractors to ensure the delivery of grounds maintenance, landscaping, and other outsourced services meet the Council's quality and performance expectations.
- Monitor contractor work, provide feedback, and report any deviations from agreed standards or timelines.

Horticultural Standards

- Maintain and improve horticultural quality across all Council-managed green assets, including parks, gardens, verges, and recreational areas.
- Introduce and support innovative horticultural practices to enhance the aesthetic and environmental value of public spaces.

Biodiversity & Environmental Improvements

- Implement initiatives to improve biodiversity, such as wildflower areas, pollinator-friendly planting, and habitat creation.
- Support sustainable landscaping and maintenance practices to protect and enhance local ecosystems.
- Participate in Council-led environmental and community engagement projects.

Communication & Reporting

- Provide regular updates to the Public Realm & Operations Manager regarding site conditions, maintenance progress, and any issues requiring attention.
- Record and report deviations from maintenance schedules, equipment needs, or safety concerns promptly.

Health & Safety

- Take personal responsibility for the quality and safety of work carried out on-site.
- Assist in developing and implementing risk assessments in collaboration with the Technical Support Officer, ensuring compliance with health and safety regulations and best practices.
- Wear and ensure the correct use of Personal Protective Equipment (PPE) appropriate to each task.
- Promote a safety-first culture within the team and among contractors.

Training & Development

- Participate in mandatory and recommended training sessions, which may take place outside normal working hours or at alternative locations.

- Keep up to date with horticultural best practices, equipment operation, and relevant health and safety requirements.

Equipment Operation & Maintenance

- Ensure all vehicles, machinery, and horticultural equipment are operated safely and maintained in good working order.
- Follow Safe Methods of Operation and Risk Assessments for all assigned tasks.
- Report any defects or maintenance needs for machinery and equipment promptly.

Customer Service & Community Engagement

- Deliver excellent customer service by engaging professionally and courteously with members of the public and community groups.
- Support community involvement initiatives where appropriate, including volunteer programmes or educational activities.

General Responsibilities

- This job description is not exhaustive and may be amended to reflect operational requirements.
- The postholder may be reasonably required to perform duties outside of those explicitly listed to support the effective functioning of the Parks and Public Realm team.

PERSON SPECIFICATION

Job Title: Landscape Officer

Directorate & Section: Operational Services

Salary Grade: £30,060 - £33,143

EXPERIENCE

(Of delivering outcomes, objectives, and service improvements, not just time served)

Essential:

- Demonstrated practical experience in a ground's maintenance and horticultural service environment, with evidence of delivering high-quality outcomes.
- Proven ability to maintain and enhance green spaces, including experience with floral bedding, hanging baskets, shrubbery, and general horticultural displays.
- Experience in implementing seasonal planting schemes and managing ongoing maintenance programmes.
- Experience liaising with contractors to ensure the delivery of high-standard grounds maintenance services.

Desirable:

- Experience working on biodiversity enhancement projects or environmental initiatives.
- Experience engaging with community groups, volunteers, or educational programmes related to horticulture and green space management.
- Experience supporting events or activities within parks and public spaces.

KNOWLEDGE, SKILLS, AND ABILITIES

Essential:

- Strong practical skills in grounds maintenance, horticulture, and upkeep of public green assets.
- Working knowledge of health and safety practices and relevant legislation, including risk assessments and PPE requirements.
- Ability to plan and organise work effectively, prioritising tasks to meet deadlines and service objectives.
- Strong communication skills, with the ability to interact effectively with colleagues, contractors, and the public.
- Numeracy skills sufficient for maintaining records, stock management, and reporting on site maintenance or projects.
- Ability to work independently and as part of a team, demonstrating initiative and problem-solving abilities.
- High standards of customer service, professionalism, and public engagement.

- Working knowledge of a wide range of plants, trees, and shrubs, including identification and understanding of their care, maintenance, and seasonal requirements.

Desirable:

- Competence in using a range of horticultural tools and machinery, including strimmer's, hedge cutters, and other powered or hand tools.
- Knowledge of sustainable horticultural practices and biodiversity improvement techniques.
- Understanding of community engagement, volunteer coordination, or educational outreach in a horticultural or parks environment.

QUALIFICATIONS / TRAINING & DEVELOPMENT

Essential:

- Willingness to undertake formal training to achieve industry-recognised qualifications.
- Commitment to continuous professional development and keeping up to date with best practices in horticulture and grounds management.
- Full Clean UK Driving Licence

Desirable:

- Horticultural NVQs, Diplomas, or equivalent qualifications.
- Certification for the safe use of power tools, vehicles, and machinery.
- Training in safe lifting, working safely with PPE, and public-facing grounds work.

ADDITIONAL FACTORS

Essential:

- Flexibility to work weekends, bank holidays, and outside normal working hours when required.
- Ability to demonstrate a flexible and adaptable approach to duties and priorities.
- Commitment to promoting the Council's values, including environmental stewardship, community engagement, and high-quality service delivery.

Desirable:

- Personal interest in horticulture, biodiversity, or environmental sustainability.
- Willingness to contribute to community initiatives or educational programmes within parks and green spaces.



KIDDERMINSTER TOWN COUNCIL

JOB DESCRIPTION

Job Title: Operations Operational Services Operative	Hours: 37 hours per week (any 4&5 day working patterns apply from any 7 days)
Salary: £23,656 - £24,404	Location: Unit 2, Forest Park, Crosbie Grove, Silverwood's, Kiddermminster Unit 2
Contract: Fixed – Full Time (37 hours)	
Purpose of job: <p>The Operational Services Operative provides a vital, on-the-ground presence across the Council's parks and public spaces, ensuring they remain safe, clean, and welcoming for residents and visitors. This role is essential for maintaining the high standards expected of public spaces, supporting regulatory and compliance inspections, and addressing issues as they arise in real time.</p> <p>Acting as the "eyes and ears" of the Operational Services team, the operative plays a key role in promoting safety, operational continuity, and public confidence in the Council's services. By monitoring the condition of public spaces, reporting maintenance needs, and responding promptly to environmental or safety concerns, the postholder ensures that parks and other assets remain accessible, attractive, and compliant with relevant standards.</p> <p>In addition to these core duties, the Operational Services Operative supports the maintenance of the Council's floral displays, contributes to general groundskeeping tasks, and provides practical assistance to the Landscape Officer in delivering seasonal planting schemes, biodiversity initiatives, and routine maintenance activities. Through proactive engagement and attention to detail, this role helps enhance the visibility, responsiveness, and overall quality of the Council's public realm services.</p> <p>The position requires a combination of practical grounds maintenance skills, awareness of health and safety requirements, and a strong commitment to customer service, ensuring that public spaces are both well cared for and enjoyed by the community.</p>	

Job Description:

Daily Maintenance

- Undertake daily cleansing, litter collection, and removal of debris within designated urban parks and other public spaces.
- Ensure paths, entrances, seating areas, and high-traffic zones remain clean, safe, and accessible.

Asset Upkeep & Monitoring

- Monitor, report, and assist with the maintenance of street furniture, monuments, signage, lighting, and other public realm assets.
- Conduct minor repairs or maintenance tasks where appropriate, escalating more complex issues to the Technical Support Officer.

Site Inspections & Operational Support

- Assist with inspections of infrastructure, playgrounds, pathways, and other facilities in collaboration with the Technical Support Officer.
- Support seasonal planning and implementation of planting schemes, including the delivery of floral displays, supplementary planting, and maintenance of key features such as waterfall, monuments, and beds.
- Transport tools, equipment, waste, and materials using designated vehicles, ensuring safe operation and secure loading/unloading practices.

Reporting & Communication

- Provide timely feedback to the Public Realm & Operations Manager regarding site issues, maintenance needs, or health and safety concerns.
- Maintain accurate records of work undertaken, incidents, and any operational anomalies.

Horticultural Support

- Assist the Landscape Officer in maintaining high-quality floral and horticultural displays throughout the town centre and parks.
- Support biodiversity and environmental initiatives by helping with planting, mulching, and maintenance of wildlife-friendly areas.

Health & Safety

- Take personal responsibility for the quality, safety, and efficiency of work carried out at assigned sites.
- Assist in the development and implementation of risk assessments alongside the Technical Support Officer, ensuring compliance with all health and safety regulations and best practice standards.
- Wear and correctly use all required Personal Protective Equipment (PPE) in accordance with assigned tasks.

Training & Development

- Participate in designated training sessions, some of which may be mandatory, and may occur outside normal working hours or at alternative locations.
- Maintain knowledge of safe working practices, equipment operation, and site-specific procedures.

Equipment Operation & Maintenance

- Operate and maintain vehicles, machinery, and hand tools safely and efficiently.
- Familiarise yourself with all relevant Safe Methods of Operation and risk assessments, implementing them consistently during assigned tasks.
- Report defects or faults in equipment promptly.

Customer Service & Community Engagement

- Provide a visible and approachable presence to the public, promoting a welcoming and safe environment.
- Respond courteously to enquiries, concerns, or reports from members of the public.
- Support Council initiatives that enhance community enjoyment of public spaces.

General Responsibilities

- Ensure operational continuity and proactive attention to public realm issues.
- Work collaboratively with colleagues, contractors, and volunteers to maintain high standards across all sites.
- The job description is not exhaustive and may be subject to change.
- The postholder may be reasonably required to undertake duties beyond those listed to support the Council's operational needs.

PERSON SPECIFICATION

Job Title: Operational Services Operative

Directorate & Section: Operational Services

Salary Grade: £23,656 - £24,404

EXPERIENCE: (Of delivering outcome/objectives/service improvements etc, not just time served)

- Relevant practical experience working in grounds maintenance/Horticultural service environment.
- Relevant practical experience working on the highways, for example hedge trimming, Basel removal, street furniture cleaning.

KNOWLEDGE, SKILLS AND ABILITIES:

It is **essential** that the post holder has:

- Good communication skills.
- Good written & numerical skills.
- Working knowledge of health and safety practices and legislation.
- Exemplar levels of customer service.
- Ability to work under own initiative.
- Ability to work as a part of a team.

QUALIFICATIONS/TRAINING & DEVELOPMENT:

It is **essential** that the post holder has:

- Full Clean UK Driving Licence
- Must be willing to undertake formal training to obtain industry awarded qualifications.

It is **desirable** that the post holder has:

- NVQ Level 2 in Amenity Horticultural or equivalent and be able to demonstrate a wide range of horticultural skills and knowledge.
- Certified use of Chainsaws.
- Experience working with Community/Friend Groups and Volunteers

ADDITIONAL FACTORS

It is **essential** that the post holder has:

- Ability to work weekends and bank holidays.
- Ability to demonstrate a flexible working approach.

Author: Adam Stockhall

Date: June 2026



KIDDERMINSTER TOWN COUNCIL

JOB DESCRIPTION

Job Title: Operations Technical Officer	Hours: 37 hours per week (any 4&5 day working patterns apply from any 7 days)
Salary: £30,060 - £33,143	Location: Unit 2, Forest Park, Crosbie Grove, Silverwood's, Kidderminster Unit 2
Contract: Fixed, Part time (37 hours)	
Purpose of job: As a key member of the Parks and Public Realm team within Kidderminster Town Council, you will support the delivery of safe, well-maintained, and welcoming public spaces across the town. Reporting to the Public Realm and Operations Officer, your primary focus will be to carry out regular inspections, respond to maintenance issues, and support grounds and asset management activities to ensure that parks, play areas, and street furniture meet high standards of safety, cleanliness, and presentation. This role plays an important part in maintaining the quality of life for residents and visitors by helping to provide safe and attractive public environments.	
Job Description: <ul style="list-style-type: none">• To inspect all equipment (including surfaces and furniture) and report all defects identified in the play areas, parks and public realm areas. This will include the immobilisation of any dangerous items of equipment to ensure that this equipment cannot be used by the public.• Record safety inspections of parks and public realm assets on a routine basis to ensure compliance with the relevant health and safety standards and meets the required health and safety standards for public use• To undertake repairs of play equipment, surfaces and other KTC assets that are compliant of the relevant health and safety standards and, as necessary, to arrange repairs with third party contractors.• Undertake and assist in the development of risk assessments relevant to all tasks and areas of work, ensuring compliance with health and safety regulations and best practice.• You will be required to undertake any minor repairs as and when required, for example fixing signs, installation of VAS signs and making safe damaged equipment, and to ensure the appropriate tools and equipment are used.• To remove all litter, debris and weeds from the play area and in the immediate vicinity of the site.• To carry out ad hoc ground's maintenance including grass, hedge, shrub bed maintenance, leaf/litter clearance, soft and hard landscaping to enhance work undertaken by the nominated council contractor.• To ensure a high standard of work is achieved at all times in a safe manner with regard for members of the public and other team members, projecting a positive and professional image of Kidderminster Council at all times.• To inform the Public Realm and Operations Officer of any deviations within the work schedules and to report all site defects e.g. damage, vandalism, health & safety issues.	

- Take personal responsibility for the quality and quantity of work achieved at specific sites within the town. Your area of responsibility and specific daily work function will be dependent on your primary skills, however a flexible approach to the workload will be necessary and appropriate training will be provided.
- You will be expected to undergo designated training sessions of which some will be mandatory, which may be out of normal working hours and/or at other establishments as may be required.
- To ensure all vehicles, machinery and equipment are correctly operated and maintained. To familiarise yourself with all relevant Safe Methods of Operation and Risk Assessments relating to the tasks with which you have been assigned and to implement them accordingly.
- To ensure that all risk assessments are followed relating to Public Realm and Operational Services.
- Adhere to the requirement to wear appropriate Personal Protective Equipment (PPE) which relates to the task/s you are undertaking.
- To undertake any other duties as required as deemed appropriate.
- To ensure excellent customer service.

This job description is not exhaustive and is subject to change.

The post holder may be reasonably required to perform duties other than those given in the job description for the post.

PERSON SPECIFICATION

Job Title: Technical Officer

Directorate & Section: Operational Services

Salary Grade: £30,060 - £33,143

EXPERIENCE: (Of delivering outcome/objectives/service improvements etc, not just time served)

- Demonstrated ability to identify and resolve safety and maintenance issues through hands-on repairs and proactive inspections, contributing to improved service standards and public safety across play areas and public spaces.
- Relevant practical experience working in grounds maintenance/Horticultural service environment.
- Relevant practical experience in undertaking and recording inspections of assets, such as play equipment, street furniture and other public amenities.
- Relevant practical experience working on the highways, for example hedge trimming, Basel removal, street furniture cleaning.

KNOWLEDGE, SKILLS AND ABILITIES:

It is **essential** that the post holder has:

- Good communication skills.
- Good written & numerical skills.
- Good practical skills essential for carrying out effective repairs and maintenance of play equipment that comply with relevant standards.
- Working knowledge of health and safety practices and legislation.
- Exemplar levels of customer service.
- Ability to work under own initiative.
- Ability to work as a part of a team.

QUALIFICATIONS/TRAINING & DEVELOPMENT:

It is **essential** that the post holder has:

- Full Clean UK Driving Licence
- Must be willing to undertake formal training to obtain industry awarded qualifications.

It is **desirable** that the post holder has:

- ROSPA / RPII Certification at an operational level
- Certified use of power tools
- Experience working with Community/Friend Groups and Volunteers
- Trained in safe lifting, use of PPE, and working around the public.
- Competence with strimmer's, hedge cutters, drills, pressure washers, etc.

ADDITIONAL FACTORS

It is **essential** that the post holder has:

- Ability to work weekends and bank holidays.
- Ability to demonstrate a flexible working approach.

Author: Adam Stockhall

Date: June 2026

Kidderminster Town Council

Report Title: Procurement of the Parks, Green Spaces and Market Street Public Toilets Maintenance and Cleansing Contract

- **Meeting:** Operational Services Committee
 - **Date of Meeting:** 1 July 2026
 - **Author:** Adam Stockhall – Operational Services Manager
 - **Date of report: 2 June 2026**
1. **Summary:** The purpose of this report is to seek approval from the Operational Services Committee to commence a tendering exercise for the provision of maintenance and cleansing services for public toilets, parks and green spaces. The proposed contract will cover all facilities currently under Council ownership, together with those additional parks for which the Council has agreed to assume responsibility.
 2. **Background:** Kidderminster Town Council delivers its Grounds Maintenance service through an external contractor. This arrangement was introduced in 2023 following the Council's assumption of ownership and responsibility for St George's Park, Baxter Gardens, and Broadwater's Mill Park.

The outsourced model has proven highly effective, enabling the Council to maintain consistently high standards across its parks. Its success is demonstrated by the achievement of the prestigious Green Flag Award for one of the Council's parks, a nationally recognised accreditation that reflects excellence in the management, maintenance, and presentation of public green spaces.

Market Street public toilets and the frontage of St Mary's Churchyard is currently provided through a Service Level Agreement with Wyre Forest District Council. This agreement is due to expire in March 2027.

3. **Current Situation:** The current Grounds Maintenance Agreement is due to expire on 31 March 2027. The contract covers a comprehensive range of services, including waste management, litter picking, emptying waste bins, grass cutting, maintenance of herbaceous beds, shrubs and hedges, tree maintenance, operational play area inspections, jet washing of park furniture, graffiti removal, and minor repairs and upgrades. These services are delivered in accordance with a programmed schedule of works, designed to meet the seasonal requirements and varying levels of usage across individual sites and assets.

The service arrangements for the Market Street Public Toilets and St Mary's Churchyard are also due to expire on 31 March 2027. These services are currently provided by operatives from Wyre Forest District Council under a Service Level Agreement. The public toilets are cleaned, inspected, opened and closed twice daily, with additional maintenance undertaken as required, including the replacement of miscellaneous items such as toilet roll holders. At St Mary's Churchyard, the agreement includes grass cutting, hedgerow

maintenance, and the cutting and collection of vegetation within bulb planting areas.

4. Advertisement and Recruitment Timeline: At its meeting on 22 April 2026, Full Council approved the procurement of the contract based on a three-year term, with a break clause to be applied after 12 months. Full Council also agreed that social value considerations and the provision of local employment opportunities should be included within the tender evaluation criteria and considered when awarding the contract.

5. Tendering Timeline:

- **August 2026** – Tender opportunity advertised.
- **End of October 2026** – Tender submission deadline.
- **9 November 2026** – Appointment of the preferred contractor, subject to approval by the Operational Services Committee.
- **1 April 2027** – Contract commencement date.

6. Legal: We are currently receiving guidance and support throughout the process by West Mercia Police (Procurement providers) to ensure that all necessary legal requirements are fully addressed and compliant.

6.1 Financial and Resources: At this stage, all associated costs are limited. Preparation of documentation and provision of legal support will be supported within current Operational budgets.

- Advertisement and support, not known at this stage, will be supported within current operational budgets.
- Grounds and Green Spaces Maintenance Contract: **£265,000**
- Market Toilet Provision Contract: **£25,000**
- **Total £290,000**

7. Follow-up: To update Operational Services Committee on progress and outcomes.

8. Recommendation(s): It is recommended that Services Committee
RESOLVES:

- Services Committee to approve the initiation of a tendering exercise by the Operational Services Manager for the procurement of the Parks, Green Spaces and Market Street Public Toilets Maintenance and Cleansing Contract
- Services Committee to approve a three-year fixed-term contract, incorporating a 12-month break clause.
- Services Committee to approve the proposed tendering timetable.

- Services Committee to authorise the Operational Services Manager, together with a nominated member of the Committee, to undertake the evaluation and scoring of tender submissions, with a recommendation to be presented for approval at the Operational Services Committee meeting on 9 November 2026.
- Services Committee to authorise the Operational Services Manager to award the contract to the successful tenderer following Committee approval of the evaluation outcome.

9. Appendices:

- Appendix 1 - Specification Overview

St Mary's Churchyard Specification

Shall maintain KTC owned grounds adjacent to St Mary's Churchyard and the grass will be cut fortnightly between April and October (inclusive).

Contractor shall ensure hedgerows are trimmed to maintain the security of the area and that they do not restrict access to adjoining footways.

Will maintain KTC owned grounds adjacent to St Mary's Churchyard between November and March (inclusive).

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

Market Street Public Toilets Specification

Open Market Street toilets at 9am daily.

Close Market Street toilets at 17.30pm

Shall ensure that the toilets are cleaned twice daily. Contractor shall provide all cleaning materials and

Shall Deep clean Toilets twice Annually

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

Shall ensure that the toilets and amenities meet relevant H&S standards for both users and staff employees

Shall replace up to 10 toilet roll holders, 6 toilet seats, and 8 light bulbs per year. Contractor will quote

Shall report to KTC any issues with the structure or surrounding area regarding safety to the users and

Any structural repairs/maintenance will be subject to an additional payment and contractor will provide

d equipment.

loyed at the location.

e for additional replacements at the request of KTC.

d general public.

de a quote accordingly; this would be subject to separate instruction from KTC as to whether they wis

ish to proceed.

Kidderminster Town Council

Report Title: Clement Dalley Drive Play Park (Silverwood's Estate) Park Transfer

Meeting: Operational Services Committee

Date of Meeting: 1 July 2026

Author: Adam Stockhall – Operational Services Manager

Date of report: 1 June 2026

- 1. Summary:** To Agree the Council's approach to this matter, including asset and service transfer and financial arrangements.
- 2. Background:** Kidderminster Town Council (KTC) were approached on the 25 March 2026 regarding Clement Dalley Drive Play Park, which is located off Clement Dalley Drive, [Clement Play Park - Google Maps](#), which is still currently owned by the developer Vistry Homes, with the ownership and responsibility eventually transferring to the residents of Stour Valley management Phase 1 Limited.
- 3. Purpose of report:** KTC may have an interest in adopting and assuming responsibility for the play area, as this would align with the Council's ongoing programme of park and open space transfers, including sites that have already been adopted and those currently progressing through the adoption process. Officers consider that the play area may represent a logical addition to the Town Council's existing portfolio of community assets, providing an opportunity to support the long-term management, maintenance, and enhancement of local recreational facilities for residents.
- 4. Residents Comments and Feedback:** Please see attached comments indicating a survey carried out on the Stour Valley Facebook Group, seeking feedback on KTC taking ownership of the Park, located in Clement Dalley Drive.

5. Proposed Asset Transfers:

Parks/Play Areas – April 2027	Facilities/Equipment/Features	Notes
Clement Dalley Drive Play Park	Basketball Court, swings and slides, tunnel, wooden play beams, climbing wall, benches, bins, footpath and grassed area.	A condition survey of all play equipment will be required, with the equipment subsequently serviced, upgraded, and repaired as necessary to ensure it remains safe, functional, and fit for purpose.

- 6. Service Delivery:** It is recommended that, given the play area's close proximity to the Operational Unit and its accessibility within walking distance, responsibility for its routine maintenance be undertaken in-house through existing staffing resources. This approach would enable the site to be incorporated efficiently into current operational schedules, with grass cutting, play inspection, litter collection, and the emptying of waste bins carried out by the Public Realm Operative as part of established maintenance programmes.

7. Financial Overview: Officers consider a further £2,000 per annum to ensure play equipment and grounds remain in good working order.

7. Legal Representation: It is anticipated that legal support will be required to facilitate the transfer of the play area and ensure that all statutory, property, and contractual matters are appropriately addressed. Subject to the provisions of the existing Service Level Agreement, legal representation may be sought from the Wyre Forest District Council Legal Services Team. At this stage, the associated legal costs have not been determined and would need to be confirmed as part of the due diligence process should the transfer proceed.

8. Resolution: That this Committee recommends that Full Council approves the transfer of Clement Dalley Drive Play Park and authorises officers to progress the transfer in accordance with the arrangements agreed by Council and Committee.

9. Appendices:

- Park Pictures
- Resident Comments

Silverwood's Park









Adoption of Play Park located of Clement Dalley Drive Kidderminster DY11 7DU

Overview:

The play park at Clement Dally Drive was installed by Vistry Homes in 2016 as part of the Development known as Stour Valley.

Vistry Homes currently still own the land and maintain the park with the understanding that the ownership and responsibility of the park will transfer to the residents, and members of, Stour Valley Management Phase 1 Limited. This means that whilst the park is enjoyed by all residents of Kidderminster, the maintenance will be funded purely by the residents of Stour Valley.

Vistry Homes have confirmed that they are open to the play park being adopted and would gift the land and play park equipment to Kidderminster Town Council.

The residents of Stour Valley strongly support this and urge Kidderminster Town Council to consider this in the spirit of providing for and supporting the wellbeing of the Kidderminster community. Residents have confirmed that the park is used by Stour Valley residents, as well as gym groups for outdoor exercise, toddler groups and families and children from the surrounding areas of Kidderminster.

Please see below the feedback from residents in support of Kidderminster Twon Council adopting the play park:

Donna Richardson. Vanneck Close

I support the council adopting the park. The park is used by my daughter, but It is used and abused by parents and children not living on the estate and people drive and park on the road to go to the park who do not live on the estate.

I don't appreciate having to pay for other people's enjoyment and graffiti at the park

(Donna Richardson) I totally agree with your comment. I use this park with my granddaughter. I don't agree paying for it for outsiders if they want to use it.

Georgina Cooper - Silverwoods Way

I support the adoption of the park by the council. The park is used my family - 2 daughters and their friends.

We have witnessed families come to use the part from outside of our estate, some people use the park respectfully and others completely abuse it and then go home in their cars.

We have been at the park with our two small children, while multiple families from off our

estate have used the park (while smoking and using vile language around children) and then left it COVERED with their litter. This has happened on more than one occasion and both times my husband and I spent 10 minutes cleaning up after them to prevent rodents taking residence to eat all the food they left thrown about. It is not fair that us residents who don't cause damage to the park are left paying the damages for those who treat the place like a dump.

Mark Millard & Leasa Millard CDD

I would like to know more about the parking issues. If everyone & the dog is coming to the park in cars where will the parking be, outside my house I expect, either on my side or the other but either way when my husband comes home from a 12 hour stint he would like to be able to park in front of his own house. Ideally a carpark with few spaces at the back, with entrance via Grosbie Grove, but we all know that's not going to happen!.....So ok for council to adopt but are they willing to accommodate the amount of cars too??some might argue that we brought the house opposite a park but when being reassured it's for residents only you don't expect them to drive to the park! ...thanks for the update though
Claire Reid x

Well realistically there should be signs at the end of each entry onto the estate stating "parking for residents & visitors only" no it cannot be policed but personally & I probably speak for the majority if I see that sign I don't park there. Also if the park is for residents only then surely there would be no need for residents to drive to the park. Do you have any proposals?

Does this mean that Bovis are going to hand over the land to the council. What would be ideal is to put no parking, clear area markings down outside the park and a 10 MPH speed limit for all the idiots that think it's a race track. I'm so surprised nobody has been run down.

if it does get taken over by the council. Where do we stand when it needs fixing or any maintenance done. At the moment we pay for the service and have a say

Natalie Moore - Silverwoods Way

I support the adoption of the park by the council.

The park is used by us for our daughter, and friends living close by. Also when we have visitors with children we all use the park together

Natasha Allmont - Logan Place

I support the proposed adoption of the park. My children use the park sometimes however not as often as they would like. They often see older children who are not from our estate hanging out and they aren't always comfortable around them due to their language and behaviours. I also don't see why we should fund the upkeep (or lack of) when many from

other areas often drive here park up and make it difficult to manoeuvre around the estate safely!

This is a great step, thank you for the update. Let's hope the council do adopt it.

Sarah Basford - Weir Crescent

I support the adoption of the park by the council. The park is not only used by our family, but also visiting friends.

We often see other families and groups from outside the development using the park, some walking from the leisure centre, so don't see why we should pay for the maintenance of this when it is clearly a public space.

Caroline O'Callaghan, Clement Dalley Drive

We have asked over and over for Wyre Forest District Council to adopt the Play Area as it is quite wrong that we as the 249 pay for it yet have no real say. We have in the past had meetings with members and corresponded with officers but got nowhere.

We have no say as to how it's maintained, how it's used, how access is controlled or not yet we have to pay.

It is too close to residents houses under the regulations.

Bovis Vistry have not cared or in my view been responsible it's just a cheap skate response.

They brought in an advisor and then ignored his advice.

If you can get this taken on then how about the two strips of grass and lighting in parking courtyards as that is all that would be left and we can stop this nonsense.

The writing is on the wall for management fees and this rip off and it's quite clear in the section of the Kings Speech Briefing 13 May 2026.

Well done if they are finally seeing the light.

It would help to tell residents how they reply to A Dandy Wren on this.

Liam Heneghan

Yes to the adoption

Joanne Higgins - CDD

We support the adoption of the park, our 2 grandsons use it and as it's used by the wider community then it's the right option.

Alison Collins, Kirkby Drive

We support the adoption of the play area by the Council. When we purchase (not from new) we were given to understand it would be adopted by the Council eventually, but obviously this was not in fact the intention. We do not use the play area as our children are grown and we have no grandchildren as yet, but will still have to pay additional estate charges if it doesn't get adopted by the Council. This said we knew of its existence when we purchased and in fact we would not mind so much if it was only for the use of residents on the estate and not for outsiders or people who do not pay the management charges but how you would police that I don't know

Robyn Taylor-Cohen, Weir Crescent

I support the adoption of the park by the council. The park is not only used by our family, but also visiting friends and local families.

Dan Grove, Wigse Avenue.

I support the adoption of the park by the council.

I take my two daughters to the park and on numerous occasions bumped into people parked up outside the park and end up leaving a mess behind for us residents to clean up.

Phil Powell, Clement Dalley Drive

I support the adoption of the park by the council. It's used regularly by our daughter and wider family when visiting and it is essential to the estate.

Suzie Tandy, Clement Dalley Drive

I support the adoption of the park by the council. The park is used by us, friends, family, other local families within and outside of the development. Plus, some small businesses promote the use of the park to their customers bringing in even more users who do not live within the development.

Clive Newbury Falling Sands Close

I support the adoption of the park by the council. The park will be used by our little boy and his friends, this is a very important space on the estate for the children and the community.

Louisa Norton- Wigse Avenue

I support the adoption of the park by the council. The park is used by us, friends, family,

other local families within and outside of the development. Plus, some small businesses promote the use of the park to their customers bringing in even more users who do not live within the development.

Steph Wilcox, Weir Crescent

I support the adoption of the park by the council. The park is used by us, friends, family, other local families within and outside of the development. Plus, some small businesses promote the use of the park to their customers bringing in even more users who do not live within the development.

Alex Hubbard, Logan place

I support the adoption of the park by the council. The park is used by my family, visiting friends, and local children from both within and outside the development

James Leith - Kirkby Drive

I support the adoption of the park by the council. We use the park with our two little boys. Iv had a few occasions now where other people from off the estate have brought a large group of kids to play and not allowed my kids to play with them, which considering i pay for it and they don't just doesn't seem right or fair one of these groups is a local business that advertises our park as a pro for their business. It would also help with more regular bin collections which normally are overflowing with dog poo bags even though there are signs up saying NO DOGS ALLOWED.

Stephanie Worley, Clement Dalley Drive

I support the adoption of the park by the council. The park is used by my family and our friends plus I know it's enjoyed by others on the estate and the wider community.

Paul Burgess, Clement Dalley Drive

This is to confirm that I fully support the proposed adoption of the play area on the Silverwoods estate by the Council.

I have two young daughters who often use the park. We also have family and friends that use the park when they come to visit.

As we are paying residents for the park we find it unfair that the park is being used by people and businesses that do not pay the management fee.

Hopefully the adoption of the play area would mean that the bins are more regularly emptied. The rubbish and the poo bags, I don't mind (shows responsible dog owners), but I took my daughters there the other week and there were used nappies next to the bin

Abby Jones, Plantation Close

I support the adoption of the park by the council. The park is used by my family, visiting friends and local children within and outside the development

Jennifer Long, Vanneck Close

I support the adoption of the park. It's regularly used by my nieces and nephews when they come to visit and is essential to the estate.

Adele Bratt, Falling Sands Close

I support the adoption of the park. We love having the park within walking distance and feel it is a great benefit to the area. When we have visitors we often visit the park too. Adoption would hopefully be positive in terms of maintenance etc of the equipment, and will protect the space as a play area long term, which i think is really important for the younger generation. By removing it from fee payers responsibility I feel it would make it more cohesive for residents and visiting users.

Caroline Ashall 15 Jotham Close

I do think that it should be adopted if we are being open to everyone and his brother for its use,

Christine & Pete Elton, 8 Kirkby Drive

I and my husband Pete support the adoption of the park. We have grandchildren who have enjoyed using the park when they visit and it's a great facility to have on the doorstep.

If the park is adopted and open to the general public I can see it being popular with families visiting the Leisure Centre and local pub/restaurant just over the road, and the local gym have also advertised and used it for children's exercise classes (see attached photo of FB advert from their website).

Ruth Currie, Jotham Close

Good morning,

We were asked to email you if we supported the council adopting the park. I would fully support this. We occasionally use the park to meet friends (who generally come from other areas).

Kind regards,

Ruth Currie

Allison and Tim Guille, Felix Baxter Drive

Hi

We are responding to the post in the Silverwoods estate facebook page (Kidderminster) - attached below.. to say that we agree to this proposal and we live on the estate.

Tim Guille, Alison Guille - Felix Baxter Drive

We support the adoption of the park by the council. The park is used by my family, visiting friends, and local children from both within and outside the development.

Thank you,

Alison and Tim Guille.

Francesca Mintt, Weir Crescent

Good Afternoon Stuart,

I hope you're well!

am writing to confirm that I support the adoption of the park on Stour Valley, Kidderminster by the council.



What's on your mind?



Residents of Silverwoods



Donna Newbury · 2h · 🌐

Hi there I have a 4 year old little boy who is looking for some friends on the estate to play with. Would be so grateful if you could message me for a play date at the park to get to know each other then possible play days at our home ❤️

👍 2 💬 3 🗨️ 👍



Severn Valley Country Park



Wil...
Ali Sattler · 6h · 🌐

Hi

Is the bird hide open for anyone to go in or are there restriction's ? Not been before and are

Kidderminster Town Council

Report Title: Kidderminster Allotments – To affix the Common Seal of Kidderminster Town Council to each individual Self-Management Lease.

- **Meeting:** Operational Services Committee
 - **Date of Meeting:** 1 July 2026
 - **Author:** Adam Stockhall – Operational Services Manager
 - **Date of report: 15 June 2026**
1. **Summary:** To affix the Common Seal of Kidderminster Town Council to each individual Self-Management Lease for the allotments, thereby extending the existing arrangements for a further seven-year term, in accordance with the recommendations previously approved and set out in the report presented to the Services Committee on 18 March 2026.

The lease documentation has been duly executed and approved by an authorised Officer and a Member of the Operational Services Committee, together with the authorised representatives of each respective allotment tenant association.

2. **Background:** Wyre Forest District Council (WFDC) entered into a Self-Management Agreement in March 2011 for a term of fifteen (15) years, delegating responsibility for the day-to-day management and operation of the allotments in accordance with the provisions set out in the attached agreement.

In 2016, responsibility for the Kidderminster allotments transferred to Kidderminster Town Council (KTC), with the existing Self-Management Agreement novated as part of the transfer arrangements to ensure continuity of management and operational oversight.

The current agreement is due to expire on 31 March 2026, with a further seven-year term agreed with all parties.

3. **Current Situation:** All parties have agreed to a further seven-year term in accordance with the provisions set out within the self-management leases, a copy of which is attached for reference. All associated documentation has been prepared, ratified, and executed in compliance with the legal requirements by WFDC legal team under the current Legal Service Level Agreement.

Recommendation(s):

Following approval by the Services Committee on 18 March 2026, authority is sought to affix the Common Seal of Kidderminster Town Council to each individual allotment lease and to execute and issue the leases to the respective parties, thereby formalising the continuation of the arrangements for a further seven-year term.

4. Appendices:

- Appendix 1 - Draft Service Self-Management Lease 2026

DATED

2026

KIDDERMINSTER TOWN COUNCIL (1)

and

AGGBOROUGH AND FOLEY PARK ALLOTMENT ASSOCIATION (2)

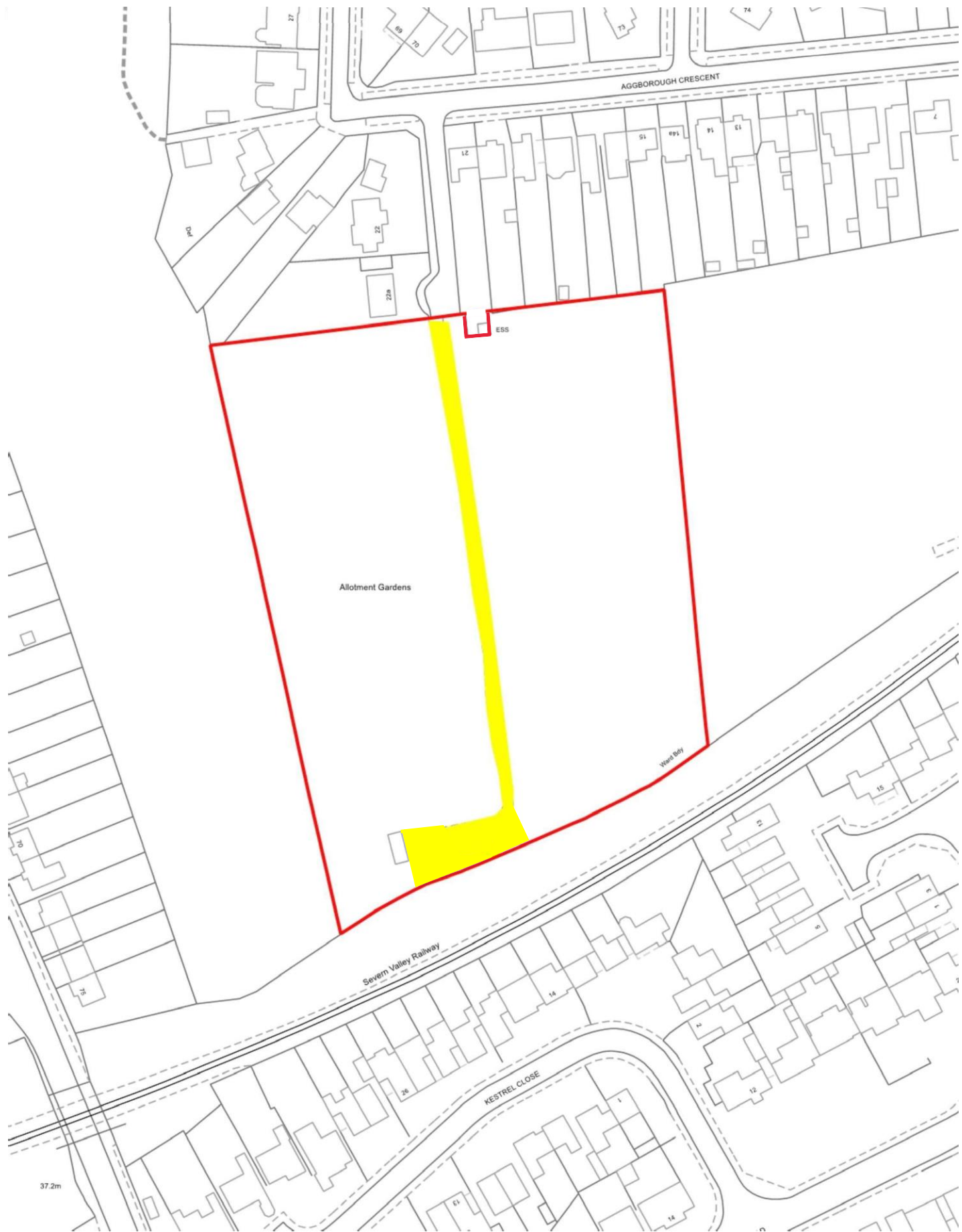
SELF MANAGEMENT LEASE

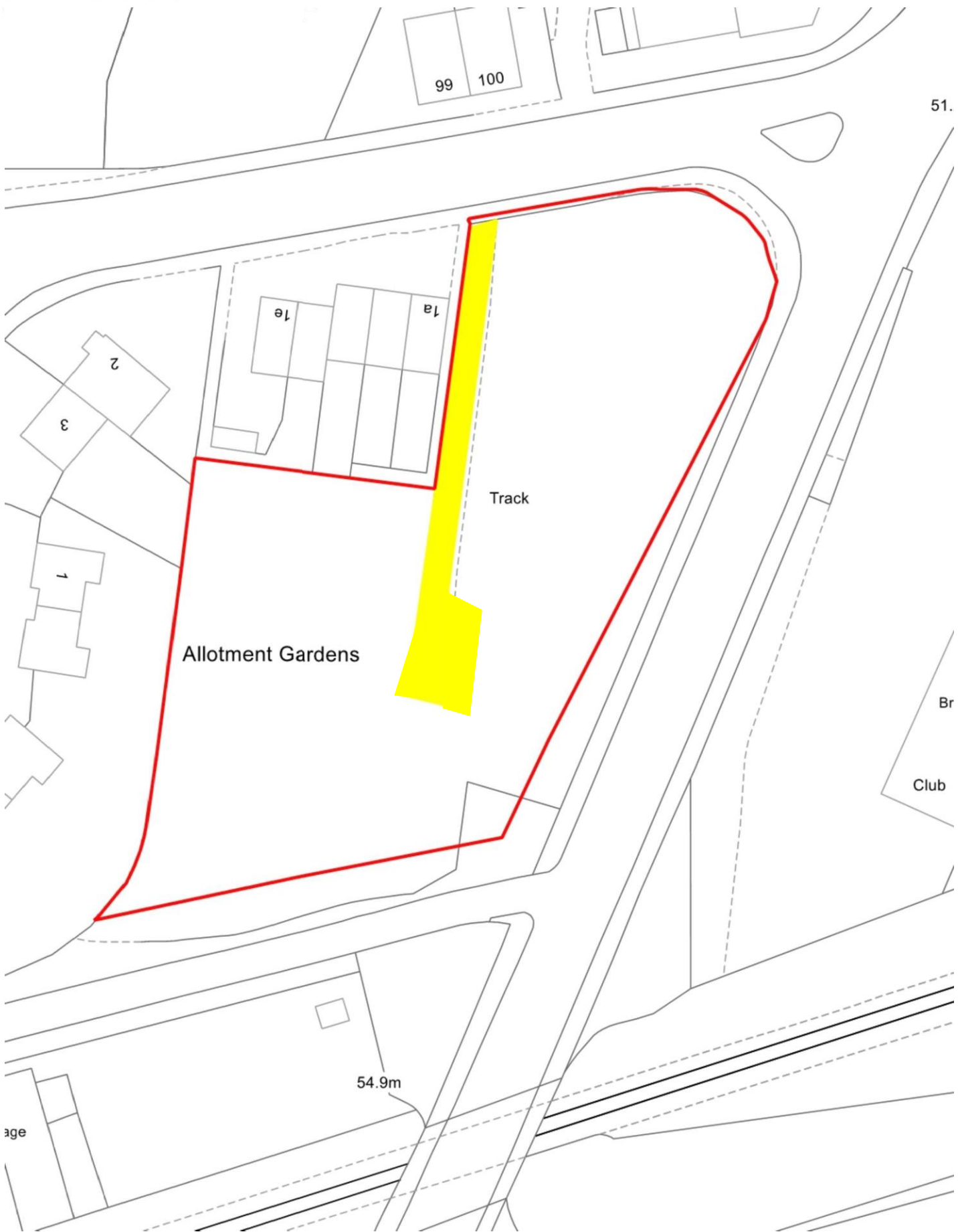
relating to

Aggborough and Railway Bridge Allotments

PARTICULARS OF LEASE

Date of lease	2026
Parties to this Lease	Landlord KIDDERMINSTER TOWN COUNCIL of Kidderminster Town Hall, Vicar Street Kidderminster, Worcestershire DY10 1DB. Tenant GILES KIBBLEWHITE being the Chairperson and ADRIAN BOURNE being the Secretary of AGGBOROUGH AND FOLEY PARK ALLOTMENT ASSOCIATION care of 262A Hoo Road, Kidderminster, Worcestershire DY10 1LY.
Property	The allotment sites situate at and known as Aggborough and Railway Bridge Allotments and which are shown edged red on the attached Plan A and Plan B .
Term	From and including 1 April 2026 to and including 31 March 2033.





THIS DEED WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Lease, unless the context otherwise requires, the definitions set out in the Lease Particulars will apply and the following expressions shall have the following meanings.

"Allotment Holder Agreement" means an allotment holder agreement in the form set out in the **Appendix** to this Lease.

"Driveway" means the driveways and other hardstanding shown coloured yellow on the attached **Plan A** and **Plan B**.

"Mature Tree" means a tree that has been included, as a mature tree, in the Council's tree inventory.

"Non-mature Tree" means a tree which is not a Mature Tree.

"Rent" means one pound (£1.00) per year plus VAT (if any) for the duration of the term of this Lease.

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 Where appropriate, words importing one gender include all other genders and words in the singular include the plural and vice versa.

1.3 Persons include companies and all other legal entities.

1.4 Obligations undertaken by more than a single person are joint and several obligations.

1.5 The headings in this deed have been inserted for ease of reference only and shall not affect its construction or interpretation.

1.6 The Lease Particulars form part of this Lease.

2 GRANT OF LEASE

In consideration of the rents and the Tenant agreeing to the covenants set out in this Lease, the Council agrees to let the Property and the Tenant agrees to take the Property for a term of seven (7) years from and including the 1 April 2026 yielding and paying the Rent during the said term on the date hereof and each anniversary thereof.

3 TENANT COVENANTS

The Tenant agrees and covenants with the Council as follows:

3.1 The Tenant shall be responsible for the day to day running of the Property and shall let the individual plots to potential allotment holders and shall let any vacant plot in date order from the waiting list.

3.2 The Tenant shall pay all costs in connection with the supply and renewal of

electricity, water, drainage and other utilities to or from the Property.

- 3.3 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the Term in respect of the Property, its use and any works carried out there.
- 3.4 The Tenant has provided the Landlord with a copy of its Constitution which has been approved by the Landlord and shall provide proposed updates if the Constitution is proposed to be amended at any time during the Term.
- 3.5 The Tenant agrees with the Landlord to observe and perform the obligations set out in **Schedule 1** to this Lease.
- 3.6 The Tenant agrees that it in the event that the Landlord secures additional land adjoining or in the vicinity of the Property (the parties agreeing that the additional land shall be in the vicinity of the Property where the Property is the nearest allotment owned by the Landlord to the additional land) then it shall take on the additional plots and the Property shall be increased accordingly.
- 3.7 The Tenant agrees that it will be bound by and will provide the plots on the Property in accordance with the provisions of the Small Holdings and Allotments Acts of 1908 and 1926 and the Allotments Acts of 1922, 1925 and 1950 (or such other legislation as may replace it or supplement it from time to time).
- 3.8 The Property shall only be used for the provision of allotments and shall not be used for the purpose of any trade or business except the distribution of seeds fertilisers tools etc. by the Tenant to its members.
- 3.9 The Property shall be kept free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or cart-track included therein or abutting thereon shall be kept reasonably free from weeds.
- 3.10 The Tenant shall not permit, nor shall it permit others to do so, any bonfires (or such other means of destroying surplus and waste by fire) on the Property.
- 3.11 No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Landlord and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Landlord for the use of the occupiers of the Property.
- 3.12 Save as provided in **clause 3.13** the Tenant shall not allow any buildings or structures to be erected on the Property without the prior written consent of the Landlord.
- 3.13 The Tenant shall be permitted to erect or allow to be erected on each plot one "Plotholders Shed" of no more than 12 square metres, one "Greenhouse" of no more than 15 square metres and one "Polytunnel" of no more than 30 square metres.
- 3.14 The Tenant shall hold annual general meetings during the Term and shall notify the Landlord of the date of the meeting.

- 3.15 The Tenant shall prepare annual accounts following approval at the Tenant's AGM and a copy shall be provided to the Landlord within one month of the AGM. The Tenant's accounts shall be available for inspection by any officer of the Landlord at any time reasonably agreeable to both parties.
- 3.16 The Tenant shall submit all grant applications for external funding to the Landlord before sending any final application to the funding body.
- 3.17 It is the Tenant's responsibility to ensure that they have sufficient funds to cover all costs incurred throughout the Term.
- 3.18 If the Tenant makes a decision to disband, dissolve or otherwise cease to exist, it shall give written notice of that decision, and the effective date of that decision, to the Landlord as soon as reasonably practicable.
- 3.19 On the termination of this Lease the proportion of rental income for the remainder of the Term remaining at the date of winding up is to be returned to the Landlord at the expiration of three months from the winding up date.

4 COUNCIL'S OBLIGATIONS

The Landlord agrees with the Tenant to observe and perform the obligations set out in **Schedule 2** to this Lease.

5 LANDLORD'S RIGHTS

The Tenant agrees that:

- 5.1 The Landlord may carry out an investigation of any breach of the Tenant's responsibilities listed in the body of this Lease or in **Schedule 1**.
- 5.2 Any officer or agent of the Landlord shall be entitled at any time when so directed by the Landlord to enter and inspect the Property or carry out any works as instructed by the Landlord.
- 5.3 If the Landlord gives the Tenant notice of any failure to do repairs required by this Lease to start the work within 1 month (or immediately in case of emergency) and to proceed with them diligently. In default, the Landlord may enter the Property and carry out such works as are necessary to comply with its obligations under this Lease and the Tenant must pay the cost of those repairs on demand, such cost to be recoverable as rent in arrear.

6 DEALINGS

- 6.1 This Lease is personal to the Aggborough And Foley Park Allotment Association.
- 6.2 The Tenant is not to assign, underlet, charge, part with possession or share occupation of the whole or any part of the Property, hold the whole or any part of the Property on trust for any other person or enter into any agreement to do so other than by entering into an Allotment Holder Agreement with an individual allotment holder in accordance with the terms of this Lease.

7 TERMINATION

This Lease may be terminated by the Landlord at any time after giving six months' previous notice in writing to the Tenant on account of the land being required:

- (a) for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision; or
- (b) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.

8 RE-ENTRY

If:

- (a) any covenant by the Tenant is not materially performed or observed and the Landlord has served notice on the Tenant advising:
 - (i) the Tenant of the breach; and
 - (ii) the Tenant to remedy the breach within 2 months of the date of the notice (or such earlier day in an emergency),but the breach is not remedied by the date set out in the notice; or
- (b) the Tenant ceases to exist,

then the Landlord or any person authorised by the Landlord may at any time re-enter the Property and upon such re-entry the Term shall end without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants.

9 ALLOTMENT DISPUTES

- 9.1 The parties to this Lease acknowledge that the Property will be controlled by the Tenant which shall be made up of allotment holders, where any dispute between those individuals, they shall first attempt to agree any issues in dispute.
- 9.2 If the individuals do not agree the issues in dispute within ten (10) Working Days of a difference of opinion arising then at the instigation of any individual involved the matter may be referred to the Landlord who shall afford each party the opportunity to submit to the Landlord its representations in writing and shall then afford each party a right to comment upon the representations of the other and the Landlord shall then make its decision known to the parties at its earliest convenience.
- 9.3 The Landlord's decision shall be final and binding on the parties referring the dispute.
- 9.4 The reasonable and proper legal costs of the Landlord incurred as a result of a referral made under this clause shall be paid by the Tenant.
- 9.5 Further the Tenant hereby covenants with the Landlord that no priority will be given to the different plots within the Property and that all works that need to be carried out to the plots and the common areas will be carried out fairly and

equitably and without prejudice to the requirements of the other plots at the Property.

10 INDEMNITY

To indemnify the Landlord and to keep the Landlord indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from any breach or non-observance of the Tenant's covenants contained in this Lease or any act omission or default of the Tenant or its agents servants invitees or licensees.

11 TO YIELD UP

At the end of the Term however it ends quietly to yield up the Property to the Landlord in a clean and tidy condition and free of the Tenant's furniture equipment goods and chattels consistent with a full and due performance by the Tenant of the covenants contained in this Lease and to make good all damage caused to the Property by the Tenant's use and occupation of the Property.

12 GOOD FAITH

The parties mutually agree with each other that each of them shall at all times act in good faith towards one another and use reasonable endeavours to ensure the observance of the terms of this Lease.

13 NOTICES

Any notice required to be given by the Landlord to the Tenant may be given by sending a written notice from an authorised officer of the Landlord to the site secretary of the Tenant by registered post or by the recorded delivery service and any notice required to be given by the Tenant to the Landlord shall be sufficiently given if signed by the secretary of the Tenant and sent by pre-paid post letter to the Operational Services Manager (or such other authorised officer as advised from time to time) of the Landlord.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this Lease shall not have any rights under the Contract (Rights of the Third Party) Act 1999 to enforce any terms of this Lease

IN WITNESS whereof the parties have executed this Lease as a deed the day and year first before written

SCHEDULE 1

Tenant's Obligations

The Tenant shall be responsible for the following:

1. Collection of Rents

The Tenant shall collect the rents payable by each allotment holder of the allotment plots forming the Property.

2. Amount of Rents

The amount of the rent payable by each allotment holder shall be set by the Tenant and reviewed annually. The Tenant will submit a copy of the audited accounts relating to the Property to the Landlord as soon as reasonably possible after the end of the relevant financial year.

3. Services

The Tenant shall be responsible for payment of all water invoices and any other utility used in respect of the Property.

4. Insurance

The Tenant is responsible for the insurance of all buildings/structures and all equipment owned/provided/purchased by the Tenant. The Tenant and/or allotment holders are responsible for any personal protection insurance. Allotment holders are responsible for insuring their own property.

5. Risk Assessments

Prior to commencement of any works on the Property, the Tenant is to carry out a Risk Assessment and put in place the necessary insurance to cover the works to be carried out. Copies of Risk Assessments/Insurance cover must be provided to the Landlord prior to the commencement of any works on the Property.

6. Plot sizes

Any increase in the size of the plots on the Property must be done with the consent of the Landlord. In no circumstances shall any plot (or any combination of plots to one allotment holder) exceed 1,000m² (or such smaller allotment size as the legislative provisions shall permit from time to time in the future).

7. Waiting List

The Tenant shall keep a record of all prospective allotment holders including the date of contact and shall allocate plots strictly in the order set out in the waiting list.

8. Letting of Plots

When vacant plots are let the Tenant nominated representative shall be responsible for completing the new Allotment Holder Agreement in the form

set out in the **Appendix** to this Lease. Plots may only be let to allotment holders who are at least 18 years old and are a resident (and continue to be a resident) within the district of Wyre Forest.

9. Register of Allotment Holders

The Tenant will maintain an up-to-date register of the names and addresses of the allotment holders of the Property including a record of the rent payments made by the allotment holders. The register of the Property shall be available for inspection by the Landlord on request at reasonable times.

10. Enforcing Allotment Holder Agreement Covenants

The Tenant agrees that it will use its reasonable endeavours to enforce the covenants on the part of any of its allotment holders contained in the Allotment Holder Agreements and, where appropriate, shall promptly serve any notices of breach or notices to quit on the relevant allotment holders.

11. Asbestos

- (a) Without prejudice to any existing asbestos that may be present at the Property, the Tenant agrees that it will not permit any party or persons to bring any type of asbestos onto the Property.
- (c) The Tenant acknowledges that there are a number of existing structures which contain asbestos and the Tenant agrees that it will be their responsibility (or that of the individual allotment holder) to treat, remove and dispose of this asbestos in accordance with the recommendations of the Health and Safety Executive (or such other body as may replace it) relating to asbestos in force at the time

12. Day to day management

The Tenant shall also take on responsibility for the following:

- (a) issue of the Property gate keys and collection of deposit if appropriate from new allotment holders;
- (b) grounds maintenance e.g. hedge cutting, grass cutting, internal dividing fences, hedges etc.;
- (c) repairs and maintenance of water troughs including cleaning out and repair of water leaks;
- (d) maintenance of all access routes (excluding the Driveways) on the Property with the exception of pathways between individual allotment plots where such maintenance is the responsibility of the allotment holder(s);
- (e) maintenance of all Property locks and provision of keys to fit same;
- (f) lubrication of all entrance locks and hinges;
- (g) any additional communal buildings/stores/sheds/greenhouses that the Tenant wishes to install on the Property (other than a Plotholders Shed or a Greenhouse or a Polytunnel permitted by **clause 3.13** of this Lease) will be

subject to the Landlord's prior written approval;

- (h) weed suppression on vacant plots and spraying and treatment of pernicious weeds on the Property;
- (i) removal from the Property of all non-compostable material including all charges incurred;
- (j) repairs to the Property following acts of vandalism;
- (l) maintenance of non-mature trees on the Property in respect of safety implications;
- (k) removal of fly tipped materials and/or hazardous waste on the Property;
- (l) clearance of waterways;
- (m) any additional income/profit generated by the Tenant via sales of plants/produce/sundries is to be reinvested into Tenant funds; and
- (n) provision, maintenance and regulation of utility services relating to the Property (including, but not limited to, electrical supply and infrastructure, water supply and drainage infrastructure) and comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of any of those utilities from the Property.

SCHEDULE 2

Landlord's Obligations

Provided that the Tenant shall promptly inform the Landlord in writing of any of the following the Landlord shall be responsible for:

1. Driveways

The Landlord agrees that it will keep the Driveways in a state and condition that is fit for purpose.

2. Mature Trees

The Landlord agrees that it will maintain the Mature Trees on the Property in respect of safety implications.

3. External Boundary Fences

The Landlord agrees that it shall repair and maintain the external boundary fences at the Property (but, for the avoidance of doubt (but without limitation), the Landlord will not be under an obligation to provide an additional or enhanced fencing).

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

.....
Member

.....
Officer

**EXECUTED as a DEED on behalf of
AGGBOROUGH AND FOLEY PARK
ALLOTMENT ASSOCIATION by:**

.....
Giles Kibblewhite
Chairperson

.....
Adrian Bourne
Secretary

In the presence of:

- Witness signature:
- Witness full name:
- Witness address:
- Witness occupation:

APPENDIX
Allotment Holder Agreement

AGGBOROUGH AND FOLEY PARK ALLOTMENT ASSOCIATION

ALLOTMENT HOLDER AGREEMENT

This Agreement explains the rules that you and we must obey when you rent an allotment from Aggborough And Foley Park Allotment Association (“**the Allotment Association**”). DO NOT SIGN this Agreement unless you understand and agree to be bound by these rules.

1 Allotment Holder Details

Allotment Holder's Name	
Allotment Holder's Address	
Allotment Number	
Allotment Size	
Allotment Site	
Annual Allotment Rent	£[] per annum subject to review pursuant to clause 3.3.
Start Date	

2 General Conditions

- 2.1 You must be at least 18 years old to be eligible for the tenancy of an allotment and a resident in the district of Wyre Forest.
- 2.2 You must tell us as soon as possible of any change in your address.
- 2.3 You must immediately give back your allotment to us in accordance with the terms and conditions of this Allotment Holder Agreement if you are no longer a resident in the district of Wyre Forest.

3 Rent

- 3.1 You must pay to us the annual allotment rent in [] of each year.
- 3.2 If you commence renting an allotment after April, you shall pay a proportionate part of the annual allotment rent.
- 3.3 The annual allotment rent is subject to annual review by us.

4 Assignment and Joint Tenancies

- 4.1 This Allotment Holder Agreement is personal to you. You may not assign, underlet or part with possession of all or part of your allotment (including any chalet, tool locker or greenhouse). This means you cannot hand over your allotment to anyone except us.
- 4.2 Where at a later date we have permitted a third party to become a joint tenant of this Allotment Holder Agreement (at our absolute discretion) and you (the original allotment holder) give up possession of the allotment then this Allotment Holder Agreement shall cease and determine and you and the third party will be required to give back your allotment to us in accordance with the terms and conditions of this Allotment Holder Agreement unless:
 - 4.2.1 the third party has been a joint tenant under the terms of this Allotment Holder Agreement for 3 years or more; or
 - 4.2.2 we advise in writing that this Allotment Holder Agreement may continue.

5 Security

- 5.1 You must lock any entrance gate to your allotment on entry and exit. If at any time you feel insecure on your allotment, please inform the Police and also let us know of your concerns.
- 5.2 If your allotment is fully fenced in with a locked gate, you must supply us with a spare key to enable us to gain entry if required.
- 5.3 You must not give any allotment keys to any unauthorised persons. Who is allowed on your allotment is set out in **clause 8**.

6 Use of Allotment and Cultivation

- 6.1 You must use your allotment for your own personal use and must not carry out any business or sell produce from your allotment. You must use your allotment as an allotment and for no other purpose.
- 6.2 You must not plant any trees, fruit bushes or crops which require more than twelve months to mature without our prior consent, (such consent will not be unreasonably withheld.)
- 6.3 You must keep your allotment clean, free from weeds, well manured and maintained in a good state of cultivation and fertility. You must also keep any pathway or cart-track that is within the boundary of your allotment in good condition and reasonably free from weeds.
- 6.4 You must keep hedges, fences and gates within the boundary of your allotment properly cut and trimmed and ditches within the boundary of your allotment properly cleaned and maintained.
- 6.5 If at any time you feel that you cannot cope with cultivating your allotment, please advise us promptly as it may be possible to make alternative arrangements.

7 Dogs, Animals and Bees

- 7.1 Dogs must not be brought onto your allotment or any part of it unless they are on a lead.
- 7.2 Subject the Avian Influenza (Preventive Measures) (England) Regulations 2006/2701 (or such other legislation as may replace it or supplement it from time to time), hens or rabbits may be kept on your allotment but no other animals or livestock (including cockerels) must be kept on your allotment. Hens or rabbits must not be kept so they are prejudicial to health or a nuisance.
- 7.3 Beehives may be kept on your allotment with our permission. Beehives must not be kept so they are prejudicial to health or a nuisance.

8 Authorised/Unauthorised Persons

- 8.1 We have the right to refuse admittance to any person other than you or a member of your family to your allotment unless accompanied by you or a member of your family or you have granted your permission for that person to enter your allotment unaccompanied.
- 8.2 We may order any person wrongly allowed onto your allotment in breach of these rules to leave immediately.

8.3 We may take action against you for breach of this Allotment Holder Agreement if we reasonably believe you were responsible for allowing an unauthorised person on your allotment.

8.4 Our duly authorised officers or agents, upon proof of identification, shall be entitled at any time to enter and inspect your allotment.

9 Paths and Driveways

9.1 All paths created by you must be within the boundaries of your allotment and kept reasonably free from weeds.

9.2 Any paths between two allotments must be kept reasonably free from weeds. You are responsible for [identity any paths that the individual allotment holders will be responsible for] adjoining your allotment.

9.3 All paths must be kept clear of obstructions at all times except for paths provided by you only for use on your own allotment.

9.4 You may only drive vehicles over access ways that have been provided for this purpose.

9.5 You must adhere to a speed limit of 5 miles per hour whilst driving any vehicle on the allotment site.

9.6 You must park any vehicle in a way which allows other vehicles to pass.

10 Hoses, Bonfires and Other Restrictions

10.1 Hoses or sprinklers are not allowed except:

- (a) where required to fill water containers; and
- (b) only whilst you are in attendance on your allotment.

The use of water timers is not permitted and any water that is used on your allotment should be used in a responsible manner at all times.

10.2 Bonfires are not permitted on all allotments. As an alternative, material not suitable for composting, such as diseased and woody material, can be taken to the local waste reclamation/refuse centre.

10.3 You must not bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire on your allotment.

- 10.4 You must not deposit or allow other persons to deposit on your allotment any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) nor any form of building materials, nor to place any such matter in the hedges, ditches or dykes forming part of your allotment.
- 10.5 You must not remove any mineral, gravel, sand, earth or clay from your allotment unless you have our written permission to do so.
- 10.6 You must not cause or allow any nuisance or annoyance to the holder of any other allotment and must cover any manure on your allotment which has not been dug into the allotment.
- 10.7 Your allotment must not be used for any illegal or immoral purpose and you must observe all relevant legislation or Codes of Practice from time to time produced by us or any relevant body relating to activities you carry out on your allotment.
- 10.8 You must not accumulate rubbish on your allotment or deposit it elsewhere on the allotment. This may be regarded as a tipping offence and a large fine could be imposed.

11 Sheds, Buildings and Structures

- 11.1 No buildings or walls may be put up on your allotment by you. However, you may put up a shed, greenhouse or polytunnel which complies with our specifications and conditions, with our written consent. If permission is granted the dimensions of the sheds or greenhouses will be advised by us. Neither should be sited so that they cause shadows on adjacent allotments.
- 11.2 Any shed, greenhouse or polytunnel which we allow on your allotment must be maintained in a good state of repair and condition to our satisfaction. If we are not satisfied with the state of repair we may order you to remove the shed, greenhouse or polytunnel.
- 11.3 You shall be responsible for any shed, greenhouse or polytunnel placed on your allotment and any contents stored within it. We are not responsible for any loss or damage. You should maintain your own insurance cover.

12 Asbestos

Without prejudice to any existing asbestos that may be present at the allotment, you must not bring any asbestos onto your allotment.

13 Notice Boards and Advertisements

13.1 All plot markers should be clearly visible showing the number of your allotment and be maintained in a good condition.

13.2 No other notices or advertisements are allowed on your allotment.

14 Disputes

In the case of a dispute between you and any other holder of an allotment, the matter shall be referred to us whose decision will be final and binding on you and the other party.

15 Termination

We may terminate this Agreement in any of the following ways:

15.1 By giving you twelve months' written Notice to Quit at any time between and including 6th April to 29th September in any year.

15.2 By giving you two months' written Notice to Quit if Kidderminster Town Council have served Notice to Quit on the Association:

14.2.1 If Kidderminster Town Council require your allotment for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or any other industrial purpose; or

14.2.2 If Kidderminster Town Council acquired your allotment for a purpose other than letting as allotment or have appropriated it for another purpose.

15.3 By giving you one month's Notice to Quit if:

14.3.1 Your annual allotment rent is in arrears of 40 days or more (whether formally demanded or not); or

14.3.2 If you become bankrupt or compound with your creditors.

15.4 On immediate notice If it appears to us that there has been breach of this Allotment Holder Agreement and we have previously notified you in writing of the breach and you have not remedied that breach to our satisfaction within one month of the date of the notice PROVIDED THAT if such breach be of the conditions or rules affecting the cultivation of the allotment, at least three months has passed since the start of this Agreement.

- 15.5 Automatically on your death, if not jointly held with a spouse/partner.
- 15.6 You may terminate this Agreement at any time by giving us one month's written notice.

16 Giving back your allotment

You must give us back your allotment at the end of your Allotment Holder Agreement in a good condition. We may recover from you compensation if there has been any deterioration of your allotment caused, in our opinion, by your failure to fulfil this Allotment Holder Agreement.

17 Notices

We may give you any written notice under this Allotment Holder Agreement by delivering it to you personally or by posting it to your last known address, or by leaving it on your allotment. You may give us any such notice by delivering or posting it to the secretary of the Allotment Association at 26A Hoo Road, Kidderminster, Worcestershire DY10 1LY or such other address as we shall advise you from time to time.

18 Definitions

In this Allotment Holder Agreement the following words have meanings as follows:

- 18.1 "**allotment**" and "**allotment garden**" mean an allotment garden as defined by the Allotments Act 1922.
- 18.2 "**you**" means the person named in this agreement executing this agreement with the Allotment Association granting you the tenancy of an allotment subject to these conditions.
- 18.3 "**we**" or "**us**" means Aggborough And Foley Park Allotment Association.
- 18.4 "**rules**" means the terms and conditions of your tenancy.

19 Re-entry

If we re-enter your allotment this Allotment Holder Agreement will end, in legal terms your right to rent the allotment will cease and determine.

Signed by the duly authorised signatory of the **Allotment Association** in the presence of:

.....
Authorised Signatory

Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	

Signed by the **Allotment Holder** in the presence of:

.....
Allotment Holder

Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	

Kidderminster Town Council

Report Title: Kidderminster Allotment – Franche Allotment, Parcel of Land

- **Meeting:** Operational Services Committee
 - **Date of Meeting:** 1 July 2026
 - **Author:** Adam Stockhall – Operational Services Manager
 - **Date of report:** 3 June 2026
1. **Summary:** During the transfer of the Franche allotments, it was agreed that the parcel of land shown in Appendix 1 formed part of the land to be transferred. However, this parcel was held under a separate title and, for reasons that remain unclear, was not included within our registered title. The land was included within the original transfer order, but this omission was not identified at the time. Given the nature of the discrepancy, it is likely that the issue would only have been detected through a detailed boundary inspection or survey of the entire site. As such, this parcel should now be incorporated into our title to accurately reflect the land intended to be transferred under the original order.
 2. **Current Situation:** Kidderminster Town Council assumed ownership of a number of allotment sites, including Franche Allotments in 2016. However, it has subsequently been identified that a parcel of land within the Franche Allotments site, as shown in Appendix 1, was inadvertently omitted from the formal transfer documentation.

The omission was identified during a review of tenancy agreements being undertaken by officers of Kidderminster Town Council. During this process, a legal representative from Wyre Forest District Council highlighted that, although the parcel of land falls within the established boundary of the allotment site and forms part of the wider allotment landholding, it remains registered in the ownership of Wyre Forest District Council.

The land in question is clearly contained within the red-line boundary shown on the plan entitled "*FHC Plan A – Franche Allotments (Wilton Avenue)*". It is therefore considered that the land should have transferred to Kidderminster Town Council alongside the remainder of the allotment site when the Town Council was created. However, due to the land extending across two separate Land Registry title numbers, the parcel was inadvertently omitted from the TR5 transfer document completed at that time.

To regularise the position and align the Land Registry records with the original intention of the asset transfer, a Land Registry Form TP1 is required to formally transfer and register the parcel of land in the ownership of Kidderminster Town Council.

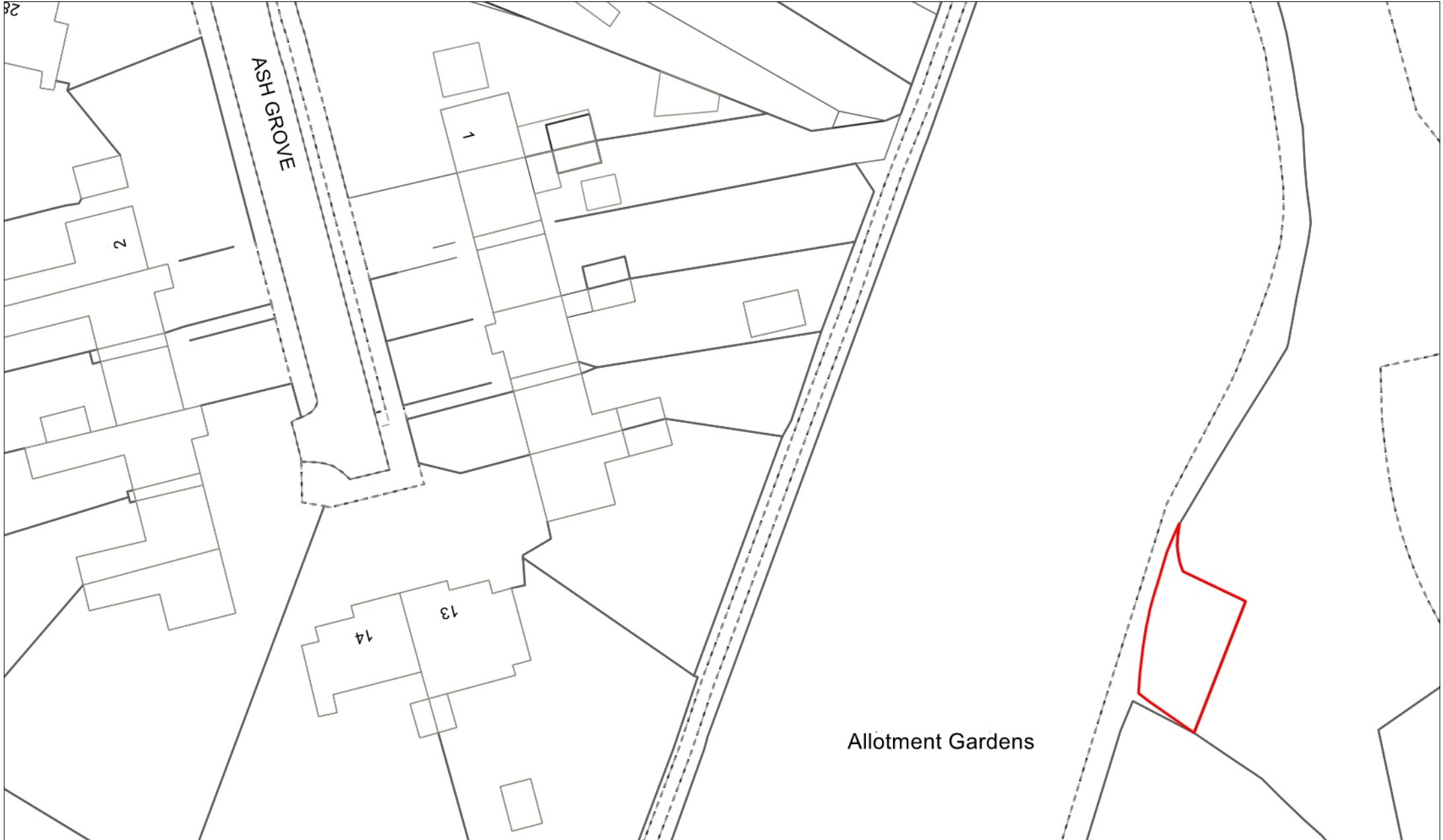
3. **Legal:** HB 121 Solicitors shall oversee and facilitate the transfer of the parcel of land, ensuring that all legal requirements and procedural formalities are complied with throughout the transaction.
4. **Financials:** The legal costs required to undertake the documentation and formalities associated with the transfer are expected to be minimal and can be met from the allotment budget within Operational Services.

Recommendation(s):

That the Committee authorises the transfer of the land as described and approves the affixing of the Common Seal of Kidderminster Town Council to all necessary transfer documentation.

5. Appendices:

- Appendix 1 – Highlighted parcel of land for transfer.
- Appendix 2 – Transfer Document to affix Common Seal of Kidderminster Town Council, and a Member of the Committee sign to formalise.



Appendix 2

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

	<p>1 Title number(s) out of which the property is transferred:</p> <p>WR106781</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Part of Wilton Avenue Allotments, Franche, Kidderminster</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>Wyre Forest District Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6	<p>Transferee for entry in the register: Kidderminster Town Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Kidderminster Town Hall, Vicar Street, Kidderminster, Worcestershire DY10 1DB</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

- 12.1 The parties hereto acknowledge that this Transfer is made pursuant to clause 11 of the Wyre Forest District Council (Reorganisation of Community Governance) (Kidderminster) Order 2015 dated 22 October 2015 ("**the Order**") which came into effect on 1 April 2016.
- 12.2 The parties further acknowledge that the Property was omitted by error from the earlier transfer (Form TR5) between the Transferor (1) and the Transferee (2) made pursuant to Order and dated 5 May 2017.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

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

.....
Authorised Signatory

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

.....
Councillor

.....
Councillor

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.