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KETTERING TOWN COUNCIL

REPORT FOR DECISION

Item No:- 2024/045

Committee:-	Council
Date:-	23 rd October 2024
Author:-	Martin Hammond, Town Clerk
Report Title:-	Kettering War Memorial
Wards Affected:-	Wm Knibb

1. Purpose of Report

To seek agreement for the terms for the transfer of the Kettering war memorial to the Town Council

2. Recommendations

Council is recommended to approve the terms and conditions for a lease of the war memorial, as set out in the report, for a peppercorn rent for 25 years.

3. Information

- 3.1 The Kettering War Memorial is sited outside the Alfred East Art Gallery and is owned by North Northamptonshire Council. It is listed. Discussions have been underway for some time about whether it could be transferred to the Town Council . Most other war memorials in North Northamptonshire are owned or looked after by the relevant Town Council.
- 3.2. The memorial is in need of a clean and it would be useful to find a way of retaining wreaths once they have been placed there, to avoid them being blown around by the wind. NNC are not likely to prioritise either action.

- 3.3. The Town Council might be eligible to apply for grants to maintain or improve the memorial in a way that NNC would not.
- 3.4. The memorial is however sited within a larger block of land and is difficult to isolate from the surrounding public realm, so rather than a transfer of ownership, the proposal is for a 25 year lease of the memorial and its base. The proposed terms are attached as Appendix A below

4. Consultation and Engagement

The Royal British Legion branch have been consulted and are supportive of the transfer of management of the memorial.

5. Finance, Legal and Resource Implications

The terms set out below are draft and are still subject to approval by North Northamptonshire Council.

The costs of any work can be met from the community infrastructure fund and the Town Council may be eligible for grants to maintain or make minor improvements to the memorial.

Any changes to the memorial, other than cleaning, would require listed building consent and notification to NNC.

6. Climate change implications

None directly

7. Policy Implications

The corporate plan says - The Council has signed the Armed Forces Covenant and will apply it wherever possible; it will support veterans and mark the work of the country's armed forces, for example on Remembrance Day

Background Papers

Email exchanges with NNC



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APPENDIX A PROPOSED TERMS AND CONDITIONS , LEASE OF KETTERING WAR MEMORIAL



MEMORANDUM OF HEADS OF TERMS OF AGREEMENT

North Northamptonshire Council

to

Kettering Town Council

Subject to Contract

North Northamptonshire Council
Sheerness House
41 Meadow Road
Kettering
Northamptonshire
NN16 8TL

10th September 2024

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SECTION 1 – THE PARTIES

Landlord:

North Northamptonshire Council

Sheerness House

41 Meadow Road

Kettering

Northamptonshire

NN16 8TL

Tenant:

Kettering Town Council

10 Headlands

Kettering

NN15 7HP



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SECTION 2 – TRANSACTION DETAILS

Demised Property:	Kettering War Memorial, Sheep Street, Kettering NN16 0AN
Landlord:	North Northamptonshire Council
Tenant:	Kettering Town Council
Tenure:	Leasehold
Transaction:	To grant a new Lease to the Demised Property for a period of 25 years from 2024 expiring 2049 excluded from Sections 24-28 inclusive of the Landlord & Tenant Act 1954.
Rent:	A rent of £1.00 per annum, payable in advance on 1 April, each year.
Rent Reviews:	None
Lease Commencement Date:	ASAP
Rent Commencement Date:	1 st April 2025. The liability for all other payments due under the terms of the Lease will be from the Lease Commencement Date.
Break Clause:	N/A
Repair:	The Tenant will keep the Demised Property fully repaired and maintained.
Costs and/or Service Charge:	To pay taxes, rates, assessments, impositions and outgoings including the uniform business rates imposed or charged upon the Demised



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	<p>Property or upon the owner or occupier in respect thereof including the cost of utilities, as such as they may be applicable</p> <p>(Note – none apply)</p>
Service Charge Percentage:	N/A
Insurance:	The Landlord will insure the Demised Property against all usual perils and the Tenant will refund the costs of insurance.
Alterations:	The Tenant must not make or permit to be made any external or structural alterations or additions to the Demised Property or do anything in or upon the Demised Property which would constitute development (including material change of use) for the purposes of the Town and Country Planning Act 1990 , excepting any maintenance or minor improvement work which would require listed building consent to be obtained beforehand.
Signage:	To exhibit on and in connection with the Demised Property (subject to all necessary consents and licences being obtained) only the sign of the Tenant and any matter approved by the Landlord and not to exhibit any advertising matter at near or from the Demised Property which may in any way contravene the provisions of the Town and Country Planning (Control of Advertisements) Regulations.
Alienation:	Absolute prohibition on assignment and subletting.
User Clause:	<p>The Demised Property can be used as a public open space for remembrance services, recreation or other leisure time activity for the residences of Kettering and District and other community related uses.</p> <p>All events proposed by the town council will need prior approval of North Northamptonshire Council, not to be unreasonably withheld, to ensure the events proposed are in line with the NNC events policy.</p>
Landlords Rights Reserved:	<p>At any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit.</p> <p>The landlord reserves full public access rights to the demised area.</p>
Legal Costs:	Each party to be responsible for its own legal costs incurred in the transaction.
VAT:	Rent, insurance and service charges may be subject to VAT at the prevailing rate.
Timetable:	Lease to be documented ASAP



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Signed:	For and on Behalf of the Landlord
Name:	James Ellis Senior Asset Manager
Signed:	For and on Behalf of the Tenant
Name:	Martin Hammond Town Clerk

SECTION 3 CONDITONS

- Landlords Conditions:**
1. Subject to contract
 2. Subject to delegated authority approval

- Tenant's Conditions:**
1. Subject to Contract
 2. Subject to Council approval.

Confidentiality: The Parties agree that the terms of this transaction shall remain confidential between the Parties and any press release shall be agreed prior to circulation.

- Notes:**
1. This Memorandum of Letting is not intended to be legally binding.
 2. The plan attached to this Memorandum of Letting has been attached for illustrative purposes only and has not been based on the plans contained in the title deeds to the Property. North Northamptonshire Council does not warrant the accuracy and/or correctness of the attached plan and it is recommended that the Tenant inspect the title deeds to obtain an accurate and correct plan of the Demised Property.



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SECTION 4 - ADVISORS

Landlords Solicitor:

Legal Services

North Northamptonshire Council

Corby Cube,

George Street,

Corby,

Northants,

NN17 1QG

FAO: TBC

Tel:

E-mail:

Landlords Agent:

Assets & Environment

North Northamptonshire Council

Corby Cube,

George Street,

Corby,

Northants,

NN17 1QG

FAO: Mr Paul O’Riordan

Tel: 07790 776184

E-mail: paul.oriordan@northnorthants.gov.uk

Tenant’s Solicitor:

N/A

Tenant’s Agent:

N/A