

Statement

- MR STEPHEN PIKE

[REDACTED]

27th December 2015

NHDC
Council Offices
Gernon Road
Letchworth Garden City
Herts SG6 3 JF

For the attention of the Chairperson of the Disciplinary Hearing Panel re Cllr Leal-Bennett

Dear Sir or Madam

1. I am Chairman of Hitchin Town Hall Ltd, a company limited by guarantee and a registered charity. I have been Chairman, Trustee and Board member of many charities, trusts and community organisations over the past forty years. In my business life, I am a Fellow of both the Institute of Chartered Accountants and the Association of Chartered Certified Accountants and am Senior Partner in my firm of practising accountants.
2. I have known Cllr Leal-Bennett for many years and have worked closely with him since 2010 when the current community project to save the Town Hall started. This project consisted of a group of committed and altruistic Hitchin residents joining forces, with no expectation whatsoever of pecuniary profit. I have also been involved with the protracted negotiations and ongoing issues with the officers of NHDC as the project progressed. I would respectfully draw to the attention of the Panel that relations with NHDC officers in general, and John Robinson (Strategic Director, Customer Services) in particular, have often been far from collegiate and, in many cases, downright confrontational. May I point out that the Town Hall Charity and NHDC should have, in the best interests of the community, worked positively together at all times. However, in my opinion, I believe Mr Robinson has been allowed, unchecked, to become overly powerful within NHDC with a fixation of control over all aspects of this project and a discernible "empire building" attitude has been allowed to develop unhindered.
3. For example, back in March 2014 our relations with Mr Robinson reached a point where we made a formal complaint to Chief Executive, David Scholes (copy letter attached). You will see from the contents of this letter how this unfortunate situation arose. David Scholes, subsequently, appointed the Local Government Association (LGA) to investigate and report back to him.

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4. To this day, we have not had sight of this report but only an unsubstantiated representation to us by Mr Scholes that our complaints were not accepted. I believe that relations between the Town Hall Charity and NHDC subsequently deteriorated rapidly. It has become clear to me that, in my opinion, certain officers referred to previously within NHDC dislike any form of scrutiny of their decisions and subsequent actions. I say all of this to put into context the issues arising with reference to Cllr Leal-Bennett. From my years of working with him and jointly attending numerous meetings with NHDC, he has tried, to the best of his ability and for the benefit of the community, to hold the officers to account. He has asked direct and searching questions of the officers in an attempt to move this important community project forward and, understandably, expects such officers to be in a position to give appropriate and fulsome answers.
5. I believe the complaints you are investigating are an attempt to close down proper scrutiny of officers' actions and the timing is particularly suspect due to the elections in May. At this time Mr Leal-Bennett will, again, be putting himself forward to serve his local community in a robust and positive manner as he has done for many years. To attempt to blacken his name and reputation at this time would be unacceptable, anti-democratic and, possibly, illegal.

I will now turn my attention to the specific complaints made against him. I have recently read and analysed the comprehensive document detailing the complaints against Cllr Leal-Bennett and would draw the attention of the Panel to the following:

6. Referral to Police

Having read the opinions proffered by Katie White and Tim Straker QC, it is clear to me that they have completely misunderstood the nature and purpose of a company limited by guarantee and, specifically, the Articles of Association and Memorandum of Hitchin Town Hall Ltd. The referral to the police in itself was questionable and I find it astounding that David Scholes and Anthony Roche made a formal complaint to the Chief Constable as to the handling of the matter. I can only conclude this again demonstrates the hounding of Cllr Leal-Bennett. As a result of this complaint, the head of Serious Organised Crime was taken away from very much more serious matters to attend to this spurious complaint. Frankly, they should be held to account for wasting police time.

7. Disclosable Pecuniary Interest

As mentioned above, I believe that Tim Straker is unaware of the principles of law pertaining to companies limited by guarantee. Both he and Katie White seem to have fundamentally ignored the articles of association of Hitchin Town Hall Ltd. These articles quite clearly state that a director cannot receive any payment other than a refund of expenses. They also clearly state that none of the property of the charity may be paid or transferred by way of dividend, bonus or otherwise for the profit of any member. Tim Straker states in his opinion that directors of such a company would only contemplate the task if there was an expectation of profit or gain. This statement beggars belief.

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Hitchin Town Hall Ltd, like hundreds of other charities, the length and breadth of this country, was set up by local altruistic professional people with no thought of personal profit or gain. It is therefore outrageous that the officers have tried to misinterpret The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 and the Localism Act.

8. Failing to disclose an interest


It is alleged that Cllr Leal-Bennett did not declare an interest in HTH Ltd at the Hitchin Area Committee Meeting of 29th January 2015, at which time he was not a director. It appears that he was advised by officers that there was a disclosable interest, in my opinion incorrectly and without basis and contrary to Section 25 of the Localism Act. I therefore believe that he has no case to answer.

9. Allegation of improper conduct

Having read the witness statements of David Scholes and John Robinson, I can see that it is their opinion that he sought to influence matters but there is no substantive evidence to support their allegations.

10. Again, I can only but surmise that officers are conducting a witch-hunt against Cllr Leal-Bennett, and trying by any means to close down debate, scrutiny and accountability as to the operations of NHDC in general and in relation to the Town Hall in particular.

Yours faithfully


Stephen V Pike

Attach



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25th March 2014

Dear David,

North Hertfordshire Museum & Hitchin Town Hall Project
Partial Demolition of Mountford Hall Stage and Breach of Development Agreement
WITHOUT PREJUDICE

We write with reference to the latest issue with this project whereby Hitchin Town Hall Ltd ("HTH") was compelled to issue a formal notice of breach of contract on 25th February 2014.

The decision to issue the notice was not done lightly, and by serving notice HTH was following the contractual dispute process; this should have halted work temporarily pending an agreed resolution, quite normal in construction contracts. The construction of a wall across the stage in concrete blocks was not time critical and was contrary to the Design & Access statement - see Appendix 'A'. In spite of meeting with elected members, legal representatives and your team on 28th February 2014, Mr Robinson allowed the work to proceed.

This is but the latest problem in a litany of issues we have had with NHDC and in particular with the approach adopted by Mr Robinson; some of which have been raised directly with you. Some further examples of Mr Robinson's treatment of HTH Ltd are detailed at Appendix 'B'.

This project requires a collaborative approach to make both the Museum and the Town Hall viable. Over the past four years Mr Robinson has frequently shown his unwillingness to collaborate with the HTH team; a team that extends well beyond the four trustees/directors and comprises professionals and experts who have many years of relevant experience. The HTH team has spent many hours, weeks, months and years endeavouring to obtain the best for the Town Hall and associated Museum, for the benefit of the residents of North Hertfordshire. This should have been a rewarding and collaborative experience; unfortunately this has not been the case.

HTH signed the Development Agreement ('DA') in good faith based on the only detail available at the time: the lease plans. We have been requesting more detailed drawings ever since, including a copy of the tender document, with no success. The drawings were only made available to us in November 2013, despite being dated November 2012, and were so numerous and complex that it has taken significant time to consider them. In the meantime the work has proceeded without the consultation that was built into the DA, resulting in the very real danger that the HTH business model has already been seriously compromised.



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We believe we have done all we can to enhance the Museum side of the project by bringing 15 Brand Street into the frame, but there has been no reciprocity on the part of NHDC. It is our opinion that we are being deliberately kept in the dark over the nature of the building we will eventually get to operate.

You will be aware that we have consistently had problems achieving resolution to issues that have arisen relating to the project with Mr Robinson. In our opinion, Mr Robinson has without our consent or input, taken on the role of sole adjudicator on all project matters. We had not anticipated that this would be the case and had assumed that we would be working in partnership with a team of NHDC experts, who would apply a rational and collaborative approach to the running of the project to protect and promote the interests of the residents of North Hertfordshire. These hopes have consistently been dashed - with the result that we now feel that there is no desire for cooperation on the part of NHDC as illustrated by the activities set out in our attachment. This is a most regrettable state of affairs, but in order for the project to achieve its aims we have come to the point where we are of the collective opinion that the conduct of Mr Robinson has been such that we do not believe that we can continue to work with him on the current basis.

We would ask that you consider appointing a replacement Project Executive, who is committed to achieve a viable Town Hall as well as a viable Museum. If this cannot be done we will have no alternative than to reconsider our position as trustees and directors.

It is extremely sad that we have reached this decision, which is supported by all of the Community Groups whom we represent.

We hope we can come to a workable arrangement and look forward working with you in the spirit of partnership cooperation.

Yours sincerely

Brent Smith
Chairman & Trustee

Rosemary Read
Director & Trustee

Stephen Pike
Director & Trustee

David Leal-Bennett
Director & Trustee



Appendix A

Approved Documents
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Main Hall

There are two subtle changes to the main hall. The levelling of the balcony, and the reduction in stage size. The removal of the fixed seating to the balcony - considered unsafe and currently not accessible to the public, facilitates a new floor to be inserted to the gallery at the level of the doors to the rear. This allows the formation of a level gallery to the balcony. To protect the public from falling off this level gallery, a modern glass balustrade is proposed to sit above the height of the existing balcony front. This allows the balcony to be brought back into viable use, without enclosing the space as a separate room.

The second intervention is the addition of an acoustic screen to the stage - reducing its capacity and insulating the stage from the dwellings to the rear of the complex. This stud wall would be acoustically isolated, and ultimately reversible to recreate the full stage capacity.



Appendix B

A selection of Project issues

1. Original Development Agreement of 15-Oct-12 Clause 4.7

"The Parties remain committed to the exploration of an expanded future scheme that may include the remainder of 15 Brand Street to form this community facility and agree to consider a variation of this Agreement should this be possible within the funding available at the time and is agreed between the Parties to be viable and achievable."

- Refusal to undertake any exploration to bring in 15 Brand Street for 4 months and only considered it after HTH stated that in not doing so NHDC were in breach of the DA.
- Actively discouraged HTH from applying for planning permission.

2. Tender process

- a. Poor management of the tender process, (allowed only 6 days over the holiday period for response) with result that only 3 contractors would meet the technical and financial criteria.
- b. Did not comply with NHDC's tender process re opening of tenders.
- c. Refused to let HTH have a copy of the Tender document - to date this has never been provided.

3. Full Council meeting of 8th August 2013.

- a. Initially provided incorrect information to elected members. Following HTH's strong representation this necessitated an addendum to the report where the word 'material' was removed. In addition, against legal advice, the word "guarantee" was used which was a misrepresentation of the fact.

4. Refused to:

- a. provide detailed drawings of the work being undertaken in the Town Hall.
- b. set regular programmed meeting of Project Board and Design Review meetings.
- c. program regular site visits.



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5. Incorrect reporting of minutes of meetings:

- a. There are still some outstanding minutes (those of 15 July 2013) which were referenced at the Project Board on 11 December 2013 where the minutes, controlled by Mr Robinson state: "DLB did request that amendments to the minutes be made which reflected actions following the signing of the Development Agreement. However, as the minutes were an accurate representation of the discussion at that time, it was agreed that these would not be amended". This is false and the corrections to the minutes of meeting of 15 July 2013 (well before any signing) to which this referred have still not been amended.
- b. The minutes of meetings are being written for the file and do not represent what is actually said. By way of example the latest meeting on 28th February 2014, where lawyers were present and where copious notes were made, large amounts of critical information provided by our specialist concerning the Liaison Arrangements and areas where there had been a breach, were omitted.

Notes:

* Following the signing of the Development Agreement on 9th September 2013 we requested a certified copy of the construction contract and up to date drawings, a legal requirement. This was eventually delivered to our lawyers 7th February 2014.

** HTH also realised that the Architects had produced a scheme that would not look aesthetically pleasing and at considerable expense negotiated and purchased 15 Brand Street. Mr Robinson insisted that we should not apply for planning permission, something we did, at considerable expense, incurring his displeasure. This being evidenced by his report to Full Council on 8th August 2013 Appendix 1.

*** The provision of detailed plans were reluctantly provided on 1st November 2013 (287 files). Seeing the enormity of the task we approached a professional Project Manager who is a FRICS who, over the Christmas period, agreed to assist. Since that time he has been going through the myriad of detailed plans many of which are dated November 2012 and could easily have been provided sooner. Withholding such important information is not only contrary to the spirit of cooperative working, but in our opinion is a blatant attempt to ensure that HTH were unable to request any changes to the process.

HTH have constantly requested information on what was being proposed for the Town Hall but Mr Robinson has always refused to let us have detail, insisting that his brief was to deliver what he considered "appropriate". To this end we fought (we do not use the word lightly) for the inclusion of our "Essential Requirements" which were watered down considerably.

