

Statement

- MRS ROSEMARY READ

1. My name is Rosemary Read, and I have lived in Hitchin since the 1970s and have also worked in the town. For much of that time I have been a member of various community groups, and have a keen interest in the town's buildings and public spaces. Before retirement I worked as a pensions professional in Life Offices. I have known Cllr Leal-Bennett for many years, and have worked with him recently as a co-director of HTH Ltd.

Hitchin and its people

2. I believe that the complaints against Cllr Leal-Bennett should be looked at in the context of the wider picture of the perceived performance of NHDC in matters relating to Hitchin. There is a strong contingent of residents in the town who are intelligent, articulate, care deeply about their town and want to be engaged in decisions about its future; this is exemplified by the variety of community groups which take an interest in developments, and try to engage with NHDC and monitor the effect of their actions on the town. There has for a long time been a build-up of frustration over council decisions affecting Hitchin. As a councillor, Cllr Leal-Bennett has sought to give voice to this group of people.
3. Whilst they manage the basic tasks of a local council successfully, there are many in the town who believe that NHDC has failed in its management of large infrastructure projects because officers just do not have the necessary skills or experience in development. They neither seek nor use local expertise, and fail to engage positively with the people who will have to live and work with their decisions.
4. Cllr Leal-Bennett's stated aim in standing for election to the council was to try to improve things for Hitchin, which could only be done by challenging the status quo and asking pertinent questions. He can be abrasive and impatient, but I would suggest that the effect he appears to have had on some of his Conservative colleagues results from their unwillingness to take notice of what he was trying to do. He often challenges NHDC employees' actions or decisions – possibly something they are unused to – but surely this is his legitimate role in a democracy?

The Town Hall project

5. This project is responsible for most of the accusations against Cllr Leal-Bennett. It arose because the council had allowed the building to fall into disrepair and completely failed to run it properly: e.g. for some time it had a banner across the front giving a phone number which didn't exist to book the venue. First they tried to sell it off to an organisation that was on the verge of insolvency, which fact was discovered by a local activist, not by the officer in charge. Then their plans to convert the main hall into a museum were inappropriate for a building that had been the focal point of the community for over a century, and it was only the intervention of local people that changed the concept to one that could provide a state-of-the-art museum and a refurbished listed building for community use.
6. I was one of the four directors of Hitchin Town Hall Ltd (HTH), a charity and company limited by guarantee which was set up to raise funds towards the project and eventually to manage the Town Hall for the benefit of the community. This company is wholeheartedly supported by all the major community groups in the town. It brought together individuals with proven skills such as project management, finance, marketing and fundraising, which were necessary to operate the Hall successfully and make it pay. It is possible that NHDC has similar resources, but that is by no means self-evident.

7. All the HTH directors have, or have had, responsible professional careers. Their only motive in taking on the project was to obtain the best outcome for the town and its people. My particular role was to be a conduit to inform and consult the Community Groups of Hitchin who have an interest in the success of this enterprise, and they have been satisfied with my execution of that role. We have all, without exception, been saddened and dissatisfied by the way NHDC have treated us in our attempts to participate in the project under the terms of the Development Agreement. The project was billed as being a "Partnership" between HTH Ltd and NHDC, which implies a high degree of equality and openness between the parties. In our view the dealings with the council were far from open or equal.
8. Some of NHDC's actions in relation to the Town Hall project have been questionable in the extreme: e.g. making major alterations to a Listed Building without obtaining the requisite permissions. This was carried out without informing HTH before it was done. However, the officers managed to persuade councillors to approve what had happened, despite many well-informed representations to the contrary from both townspeople and opposition councillors. There appears to be no avenue in law for the council to be brought to account by residents.
9. Project board meetings were a travesty. In my professional experience, such meetings should be planned well in advance, the topics for discussion well publicised, and participants listened to and problems solved by discussion and 'give-and-take'. In contrast, NHDC's project board meetings were nothing like that. HTH had to fight to get reasonable notice of meetings, and were never offered any input into agendas. Minutes of meetings were often skewed towards NHDC's interpretation of discussions, and any attempts we made to get the records corrected were rebuffed. Topics which were important to us were often not on the agenda, but mentioned 'in passing' as we left the meeting. We found Mr Robinson extremely difficult to deal with as he would never discuss problems openly or involve us in decision-making. His one objective appeared to be to bulldoze the project through in the way he wanted it done, despite the fact that HTH would have to deal with the consequences. We found it impossible to find a way round this problem. Appeals to the Chief Executive had no practical effect; a formal complaint against Mr Robinson was investigated by the LGA but, we were advised by the CEO, was not upheld. We were left in an impossible situation and with our planned business model in shreds because of his actions.
10. Because of NHDC's failure to consult, and having taken legal advice, in October 2014 HTH informed NHDC of eight material breaches of the agreement committed by the council. A copy of the details is attached. To date no legal rebuttal of these breaches has been offered.
11. Complaints has been made about articles in the local press. These were our only way of conveying to the wider community the type of problems we were experiencing, as the council's minutes on their website did not reflect the position accurately.
12. In the light of events and actions such as these, Cllr Leal-Bennett was doing his best against the odds to challenge the council's stance. That, as mentioned earlier, is completely legitimate in a democracy. As councillor for the ward in which the Town Hall is situated, and as a believer in the value of the Hall to the local community, he could do no less.
13. Cllr Leal-Bennett had the courage to stand as a councillor in order to fight Hitchin's corner. He has obviously upset the cosy status quo by asking questions nobody else dared to ask, and has tried to get councillors and officers to actually think about the results of some of their actions. He is not afraid to speak his mind or to challenge things he believes are wrong. If that is a cause for censure, then I fear for the future of local democracy.

HITCHIN TOWN HALL

SCHEDULE OF BREACHES OF THE DEVELOPMENT AGREEMENT
DATED 9 SEPTEMBER 2013 ("DA")

Defined terms used in this Schedule shall have the meanings applied in the DA unless specified to the contrary.

| Breach | Applicable Clause (s) | Evidence |
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| 1. Council varied the plans and did not notify HTH Limited of the variations within 10 working days or provide 2 sets of the revised documents at the time of the variation. | Clause 5.1 (e), (f) Schedule 2 Clause 1.3 | Plans not forwarded to HTH Limited until 1 Nov 2013. Design & Access Statement ("DAS") dated 12 June 2014, written after the work had been carried out. Drawing 7198(06)002 not provided to HTH Limited until inclusion in Listed Building Application. Harris Electrical and Ambivent Mechanical drawings all dated Feb 2014 not issued to HTH Limited until inclusion as above |
| 2. Failure to apply for the Requisite Consents before work carried out as required for a Listed Building | Clause 5.1 Schedule 2 Clauses 2.1, 2.2 and 5.2(d) | Listed Building Application 14/01633/1LB submitted June 2014. |
| 3. Failure to consult HTH Limited about alterations to the Approved Documents and to ensure that variations are in accordance with the Requisite Consents | Clause 5.1 (f) Schedule 2 clause 1.1 | Email from Brent Smith of HTH Limited to John Robinson of the Council dated 29Apr14 DAS and retrospective application for Listed Building Consent |
| 4. Failure to carry out the refurbishment of the Hitchin Town Hall Gymnasium (the "Hall") in accordance with the DA | Clause 5.1 (g) Schedule 2 clauses 2.2, 5.2(c), 5.2(h) Schedule 6 HTH Limited requirements Schedule 2 cl 1.4 | a) Stage: letter of 25 February 2014 from HTH Limited to NHDC. b) Foyer: email from Helen Bylett to HHS 6 June 2014; from David Leal-Bennett of HTH Limited to David Scholes of the Council, 28 April 2014 Reference to Sound Attenuation section of the HTH Limited requirements and its link to the DAS confirming the stage should be reversible |
| 5. Inspection: HTH Limited were frequently prohibited from visiting the site – often when instances in this Schedule were taking place | Schedule 2 Clause 3 | Emails: David Leal-Bennett to Keith Gaynor/Steve Crowley, 17 April 2014, and Keith Gaynor reply. Email from Brent Smith to John Robinson 29Apr14: see 3 above |
| 6. Freedom of Information request not passed to HTH Limited within the specified time | Clause 15.1 (a) | Emails: David Leal-Bennett to Sharon Nahai on 8 April 2014 reply from John Robinson 09 April. |
| 7. Failure of Project Management by not holding regular meetings, giving insufficient notice of meetings to HTH Limited ignoring HTH Limited requests for inclusion of significant points raised by | Clause 16.1 Annex 5 | Emails: David Leal-Bennett to John Robinson on 24 March 2014, and 11 April; replies from John Robinson 9 April and 23 April. "Draft" minutes of Design & Construction team meeting 28 02 2014 attached to email from John Robinson on 18 March 2014. Amended draft minutes of meeting following default notification from HTH Limited |

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| them in minutes of meetings. | | |
| 8. Failure to use the Liaison Process to review the plans and to enable HTH to obtain the consent of ACF on any proposed amendments | Clause 4.3(c) | See 7 above |

