

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 for a Life Office. I was a director of Hitchin Town Hall Ltd (HTH), responsible for liaison with the local community, from April 2011 to April 2015.

All the HTH directors had responsible professional careers. Their only motive in taking on the project was to obtain the best outcome for the town and its people. We were all, without exception, saddened and infuriated by the way NHDC treated us in our attempts to participate equally in the project under the terms of the Development Agreement (the DA) signed by both parties. 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. However, throughout the project our experience was that dealings with the council were far from open or equal.

- a) The DA was initially drafted entirely from NHDC's point of view: e.g. there was provision for them to withdraw from the agreement but not for HTH to do so. Arriving at an agreement that we could sign took far longer than was necessary.
- b) NHDC made alterations to the agreed plans without consulting HTH, notably the wall across the stage, seriously reducing its size, in order to provide support for air conditioning units for the museum. HTH only discovered this when we sent a contractor in to do a survey – it was not reported to us by NHDC and was not on any of the plans that were made available to us. In addition they placed large heating and electrical units in listed areas of the building, diminishing the Hall's aesthetics and contravening listed building planning regulations.
- c) During construction, they made major alterations to the Hall, which is a Listed Building, without obtaining the requisite permissions. This was carried out without informing HTH beforehand, despite the requirement in the DA to consult us about any proposed alterations to the plans. The officer concerned managed to persuade councillors to approve what had happened and to give themselves retrospective permission, despite many well-informed representations to the contrary from both townspeople and opposition councillors. There appeared to be no avenue in law for the council to be brought to account for these actions.
- d) The Project Board meetings we attended were nothing more than HTH being told what NHDC were planning, and any input we made was ignored. We were not given reasonable notice of the meetings or offered any input into agendas. The minutes were skewed towards NHDC's interpretation of discussions, and our attempts to get minutes corrected were rebuffed. Topics which were important to us were often not on the agenda, but mentioned 'in passing' as we left the meeting.
- e) 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. Gagging orders were imposed on the directors by NHDC when we tried to communicate our problems to the wider community by means of the local press; we wanted to do this because the council's minutes of meetings on their website did not reflect the true position accurately, and were heavily redacted.
- f) We felt that the officer in charge of the project, and our only permitted point of contact, John Robinson, was the main block to a collaborative partnership. His

primary 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 was not upheld. We were left in an impossible situation, our business plan severely compromised and unable to launch essential marketing efforts.

- g) Later during the construction phase we were banned from making site visits, despite this being permitted by the DA.
- h) NHDC tried to block any suggestions from HTH for improvements to the design that would make it easier for the company to make a success of running the project: e.g. the proposal to purchase 15 Brand Street in order to improve the foyer and café area took months to finally gain their approval.

It will be clear from the above that the NHDC representatives did not have a “listening” mode, and were not prepared to give HTH as partners any credit for their professional knowledge and experience. As the original plan was that HTH would run the venue as a commercial enterprise, that approach was counter-productive.

Both parties had financial interests in the project, but NHDC only ever considered their own, never those of the community. We never felt we were on an equal footing, despite the fact that we were bringing around £500,000 to the project, plus a huge amount of goodwill from within the town.

The lessons that can be learnt from our experience are:

- The council needs to be more open, and prepared, where warranted, to treat members of the community as equals, and to respect their experience and commitment.
- If a project **partner** is required, treat the community partner as such.
- Ensure that records of meetings accurately reflect the points of view of both sides.
- Realise that the council, in a joint project, is not the only body with a financial and reputational interest.

Mrs Rosemary Read

NB Address, telephone numbers and email address redacted