

Report on community use and management agreement	
Landlord	North Hertfordshire District Council ("NHDC")
Tenant	Hitchin Town Hall Limited (company number 07974116)
Duration of the agreement	<p>The agreement will come into force on the same day as the Lease. It will automatically end either:</p> <ul style="list-style-type: none"> • when the Lease ends (even if that is earlier than the anticipated 125 years); or • if the Lease is assigned to any party other than Hitchin Town Hall. In these circumstances the new tenant will have to enter into a new community use and management agreement with NHDC (see the report on Lease for further detail); or • If a new agreement is put in place as a result of a review
Use of the Hall	<p>The Tenant is required to:</p> <ul style="list-style-type: none"> • Take steps to prevent hall users causing a nuisance to nearby residents and businesses • Remove any hall users who cause a nuisance or use violent, indecent, inappropriate or drunken behaviour. • Assess the maximum capacity of the hall and ensure the number of hall users does not exceed that capacity • Ensure that the terms and conditions of hall hire comply with the terms of the Lease, the CU&MA and relevant legislation.
Use of the Cafe	<p>The Tenant is required to keep the Café open for 90% of the museum opening hours. For the remaining 10% of the time the Tenant must provide high end food and beverage machines.</p> <p>The Café must provide a diverse range of food and beverages that is likely to meet the needs of visitors to the museum and the hall. If the Tenant uses the Café outside of the museum opening hours then by the time the museum is next open the Tenant must ensure that the Café is clean, tidy and ready for use.</p>
Central Gallery, Balcony, Terrace and Circulation Route	<p>The Central Gallery is shown coloured green and hatched orange on the first Floor Plan. It is NHDC's part of the building but the Tenant has a right to use it under the terms of the Lease.</p> <p>The Balcony is coloured blue and hatched orange on the first Floor Plan. It is the Tenant's part of the building but NHDC has a right to use it under the terms of the Lease.</p> <p>The Circulation Route is marked on the ground Floor Plan and the first Floor Plan with a thick black dashed line. It crosses both NHDC and the Tenant's property. Under the terms of the Lease visitors to the museum have the right to use the part of the circulation route that falls within the Tenant's property.</p> <p>The Tenant's right to use the Central Gallery can be limited by NHDC. Equally NHDC's right to use the Balcony and Circulation Route can be limited by the Tenant. If either party wishes to restrict access to one of those areas then it must follow the procedure outlined in the Agreement. There is an obligation on both parties to make the areas open for use by the other party as often as possible.</p>

	<p>The Terrace is shown coloured green and cross hatched orange on the first Floor Plan. It is NHDC's part of the building but the Tenant has a right to use it under the terms of the Lease.</p> <p>The Tenant does not have an automatic right to use the Terrace outside of museum opening hours. NHDC must give consent to such use but it cannot unreasonably withhold or delay consent. It is reasonable for NHDC to withhold consent on the grounds that the security of the building or the safety of the visitors to the building may be at risk.</p> <p>In general, NHDC is responsible for cleaning the Central Gallery and the Terrace. However if the Tenant uses these areas outside of museum opening hours then it must ensure that they are clean, tidy and ready for use by the next time that the museum is open.</p>
Repair and cleaning of the Common Parts	<p>NHDC will be responsible for the repair and decoration of the Common Parts. In addition NHDC will generally be responsible for cleaning of the Common Parts including replenishing supplies in the toilet areas.</p> <p>If the Tenant uses the Common Parts outside of museum opening hours then it must ensure that they are cleaned and ready for use by the next time that the museum is open.</p>
Outgoings for the Common Parts	<p>NHDC will be responsible for supplying water, heating, lighting and (if it is used in the Building) air conditioning to the Common Parts. In general NHDC will bear the cost of these services but the Tenant must pay for any usage which falls outside the museum opening hours.</p>
Security	<p>The CU&MA envisages that there will be 3 security zones for the building, the Tenant's Property, the Common Areas, and the Museum areas. If security is zoned in this way then the Tenant will have unrestricted security access to its own property, more regulated security access to the Common Areas and no access to the museum areas. It is acknowledged that the security provisions in the CU&MA may need to be revised to take account of the eventual design of the security system.</p> <p>NHDC will be responsible for repairing and maintaining the security system although the Tenant must pay a fair proportion of the cost of doing so.</p>
Waste	<p>The Tenant will be allocated external space sufficient for two paladin waste containers. The Tenant shall be responsible for ensuring that all waste that it removes from the building is disposed of in its designated area so that no waste generated by users of the Hall is placed in the Landlord's waste containers.</p>
Fire Safety	<p>NHDC will be responsible for repairing and maintaining the fire safety equipment although the Tenant must pay a fair proportion of the cost of doing so.</p>
Health and Safety	<p>NHDC will be responsible for carrying out health and safety assessments in relation to the Common Areas. Subject to consultation with the Tenant NHDC may restrict or regulate use of the Common Areas as a result of its</p>

	findings. The Tenant must ensure that all Hall users comply with any restrictions or regulations imposed by the Landlord.
Alienation	The Agreement cannot be assigned. If the Lease is assigned then the party that takes over the Lease must enter into a new community use and management agreement with NHDC. This will enable the parties to review the agreement to assess whether the terms need to be altered as a result of the new tenant.
Publicity and Advertising	In any publicity material directed at regular local users of the Hall, the Tenant must include a statement acknowledging that the Tenant's occupation of the Building arises from a partnership between NHDC and HTH Limited. Such material must also incorporate the NHDC logo.
Failure to comply with the terms of the Agreement	<p><u>Indemnity</u> The CU&MA contains an indemnity from the Tenant in favour of NHDC against all expenses, costs, claims, damage and loss arising from any breach of the Tenant's obligations in the Agreement.</p> <p><u>Right to remedy breaches relating to repair</u> If either party fails to comply with its obligations in the clauses listed in clause 18.1, then the other party can carry out such works as are necessary to comply with the clause, and charge the cost to the party in breach.</p> <p><u>Rights in relation to damage to the common parts</u> Where any part of the Common Parts is damaged by Hall users, the Tenant is required to cover the cost of making good the damage. If the Tenant fails to make this payment within 60 days then the Landlord can prevent the Tenant and its users from accessing the Common Parts outside of museum opening hours until the debt is settled.</p> <p><u>Forfeiture</u> The Lease contains a covenant by the Tenant that it will comply with the terms of the CU&MA. The Landlord has the right to forfeit the Lease (ie. end the Lease) if the Tenant breaches any of the Tenant's covenants in the Lease. Therefore, if the Tenant fails to comply with the terms of the CU&MA, the Landlord has the right to forfeit the Lease.</p> <p><u>Contractual remedies</u> In the event of a Tenant's breach of covenant the Landlord would be able to apply to court for any of the usual remedies available for breach of contract, such as damages or specific performance.</p>
Any other material terms	<p>The Agreement regulates the liaison arrangements between the Landlord and Tenant. The parties will meet weekly to discuss management issues relating to the building and will supply information to each other to assist with the management of the building. The Tenant must endeavour to attend public Council meetings where the management and operation of the building is likely to be discussed.</p> <p>Both parties must work together to endeavour to resolve disputes in an informal manner.</p>

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