

Report on NHDC/Trust Management Agreement

Party 1	Hitchin Town Hall Gymnasium and Workmans Hall Trust (“the Trust”)
Party 2	North Hertfordshire District Council (“the Council”)
Trust Property	The Trust Property includes all the land that is currently owned by the Trust together with 14 Brand Street if and when that land becomes owned by the Trust.
Duration of the Agreement	<p>The Agreement will come into force on the day that it is signed. It will end:</p> <ul style="list-style-type: none"> • On not less than 12 months notice by either party to the other provided that such notice cannot be served in the first five years of the Agreement • On 3 months notice serviced by the Trust if the Council is in breach of key terms of the Agreement as set out in clause 9.2 <p>If this Agreement ends, the lease to HTH Limited will still continue as it will have been separately approved by the Trust.</p>
Management of the Trust property	<p>During the term of the Agreement the Council will be responsible for management of the Trust Property. However the Council may allocate management of part of the Trust Property to Hitchin Town Hall Limited.</p> <p>Management includes:</p> <ul style="list-style-type: none"> • Keeping the Trust Property clean and tidy and in good repair and condition. • Providing buildings and public liability insurance in respect of the Trust Property • Discharging all outgoing • Complying with fire safety, health and safety, licensing and all other relevant legislation in respect of the Trust Property.
Use of the Trust Property	<p>The Council shall be permitted to use the Trust Property for a museum facility and other purposes ancillary to that use which meet the Charity Commission’s public benefit test. It has already been agreed that the use of part of the Trust Property as a café is ancillary to the museum use.</p> <p>The Council must take steps to make local people aware of the availability of the Trust Property for use by the community so as to prevent it becoming disused or abandoned.</p> <p>If any part of the Trust Property becomes available for hire then in line with the Trust’s objectives, the Council must give preference to a hirer who is resident in Hitchin over any non-resident. This does not apply in respect of any part of the Trust Property which is leased to Hitchin Town Hall Limited.</p>
Income generated and accounting	<p>Each year the Council must calculate the profit generated or the loss made by the Council in respect of the Trust Property.</p> <p>The profit or loss relating to the Trust Property will be considered on a two year rolling basis. If in any rolling period the Council makes a profit from the Trust Property, it will be required to pay the money to the Trust. In any rolling period where the Council makes a loss in respect of the Trust Property, the Council will bear the loss.</p>

	<p>For the purpose of calculating the profit or loss made by the Council, only the money actually received or spent by the Council will be considered. This means that if HTH Limited make any profit in respect of the Trust Property it will not be relevant for the calculation.</p> <p>The Council must supply the Trust with any information that is reasonably required by the Trust for the purpose of reporting to the Charity Commission.</p>
Land ownership matters	<p>The Council shall have the benefit of any rights or easements on the title of the Trust Property. Equally, the Council must comply with any covenants or restrictions on the Trust Property.</p> <p>The Trust shall have a right of emergency access across the Council's Property and the Council shall have a right of emergency access over the Trust's Property.</p> <p>The Council must not grant to any person a lease, licence or other right over the Trust Property without the consent of the Trust. The Trust's consent is being sought in connection with the proposed lease to Hitchin Town Hall Limited.</p>
Review	<p>The Agreement contains provisions for periodic review. A review of the Agreement can be instigated by either party and that party must specify the particular issues that need to be reviewed.</p>
Alienation	<p>The Agreement cannot be assigned or charged.</p>
Indemnity	<p>The Agreement contains an indemnity from the Council in favour of the Trust in respect of all expenses, costs, claims, damage and loss arising from the use of the Trust Property or any breach of the Agreement.</p>
Failure to comply with the terms of the Agreement	<p><u>Indemnity</u> As noted above, the Council must indemnify the Trust in respect of any breach of the Agreement.</p> <p><u>Termination</u> As noted above, the Trust is entitled to terminate the Agreement on three month's notice if the Council is in breach of key terms.</p>
14 Brand Street	<p>The Council must indemnify the Trust in respect of any costs associated with the proposed acquisition of 14 Brand Street.</p>