

DATE

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HARINGEY (1)**

-and-

HORNSEY TH (FEC) LIMITED (2)

Community Use and Access Agreement

relating to

Hornsey Town Hall and Town Hall Square, The Broadway, London N8

SHARPE PRITCHARD[®]

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- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, London N22 8LE (“**the Council**”); and
- (2) **HORNSEY TH (FEC) LIMITED** a company incorporated in the British Virgin Islands (Registration Number 1927195) whose address is PO Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands and whose address for service in the United Kingdom is at Ground Floor, 12 Stanhope Gate, London W1K 1AW (“**the Company**”)

1. Recitals

- 1.1 The Council is the freehold owner of the site comprising the building known as (i) Hornsey Town Hall and Broadway Annexe and (ii) public realm to the front of the building known as Town Hall Square as shown respectively edged red and edged green on Plan [] annexed (“**the Site**”).
- 1.2 Planning Permission was granted by the local planning authority on [] (Reference) for the development of the Site together with adjoining land for community, hotel, commercial and residential use including public realm.
- 1.3 Pursuant to a Development Agreement dated [] and made between The Council (1) Crouch End (FEC) Limited (2) and Far East Consortium International Ltd (3) the Council has agreed to grant a lease of the Site to the Company.
- 1.4 The parties have agreed to enter into this Agreement to set out the obligations for securing and managing community access and community use of the Site throughout the term of the lease.

2. Definitions and Interpretation

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

Building means that part of the Site comprising the building known as Hornsey Town Hall and Broadway Annexe as shown [edged red] on Plan [] annexed;

Casual Use means availability for any individual(s) or groups to hire in advance for use on a first

	come first served basis or for informal use in non-organised settings;
Community Access	means public access of the Site;
Community Access Space	means publicly accessible space(s) free at the point of entry;
Community Use	means a range of uses including civic, educational, cultural, charitable, health and wellbeing, theatre, film screenings, music and performing arts, art exhibitions, and temporary, start up workspace for short-term use which meet the Minimum Requirements and are intended for the use and enjoyment of the local community and the wider general public including, without limitation, organised clubs, societies and touring/visiting arts/entertainment organisations and for Casual Use;
Community Use and Access Steering Group	means the Steering Group as defined in clause 7 of this Agreement
Community Use Initiatives	means all opportunities and initiatives for Community Use of the Community Use Spaces from time to time;
Community Use Spaces	means those areas within the Building made available by the Company from time to time for Community Use including the Minimum Community Use Spaces;
Excluded Areas	means those parts of the Building edged [] on Plan [] (and comprising at the date of this Agreement "back of house" and residential areas
Hours Of Operation	Monday to Thursday: 7am to midnight; Thursday to Saturday: 7am to 2am; and Sunday: 8am to 11pm
Lease	means the lease of the Site of even date with this Agreement made between the Council (as landlord) (1) the Company (as tenant) (2) and

Far East Consortium International Ltd (3);

Minimum Community Access Space means all those spaces shown [coloured green] on Plan [] annexed;

Minimum Community Use Spaces means those parts of the Building shown [coloured blue] on Plan(s) [] annexed including the Main Assembly Hall, stage and Foyer access area, both Dressing Rooms, Supper Room, Green Room, Committee Room, Council Chamber and (when not in use as part of the commercial operation of the hotel or other business trading from that part of the Building shown edged [] on Plan []) the Members' Room and Mayor's Parlour;

Minimum Requirements means that:

- (a) the Community Use Spaces shall be available for Community Use for at least 60% sixty per cent of the total Hours of Operation during any period of 6 (six) months in a calendar year, such availability to be reasonably spread across the Hours of Operation having due and proper regard to the achievement of the Objectives; and
- (b) the Community Use Spaces shall be available for Community Use at a reasonable blend of commercial and Non-Commercial Rates, having due and proper regard to the achievement of the Objectives;

Non-Commercial Rates means rates which, as a maximum, do not exceed such sum as is sufficient to cover maintenance and overhead costs but without generating any profit;

Objectives means the stated objectives for Community Use and Community Access for the Site as set out in clause 3 of this Agreement;

Parties means the parties to this Agreement and "Party" shall mean either one of them

Practical Completion	has the meaning ascribed to this term in the Development Agreement
Town Hall Square	means that part of the Site comprising the public realm and square to the front of the Building as shown [edged green] on Plan [] annexed
Town Hall Works	has the meaning ascribed to this term in the Development Agreement.

3. Objectives

The Company agrees to actively pursue the following objectives:-

- (i) the adoption of an open front door policy to ensure public interaction with the Building (other than the Excluded Areas);
- (ii) enhancing and maximising the potential and opportunities for Community Access to and Community Uses within the Building (other than the Excluded Areas);
- (iii) engaging with the local community and the wider public, including businesses, community groups and other interested stakeholders to encourage Community Uses by as broad a spectrum as possible;
- (iv) the implementation of a policy of pricing aimed at ensuring that the obligations and Objectives set out in this Agreement in relation to Community Use are achievable;
- (v) pursuing Community Use Initiatives aimed at both retaining use of the Community Use Spaces by existing/regular participants and encouraging use by new participants;
- (vi) securing a balanced range and programme of Community Use opportunities not biased towards any particular activity and/or user group;
- (vii) allowing and retaining flexibility to extend Community Uses and Community Access beyond the Minimum Community Use Spaces and the Minimum Community Access Spaces.

4. Company Obligation to maintain Community Use and Community Access

- 4.1 The Company hereby agrees and undertakes at all times during the subsistence of this Agreement (and subject to clause 5) to:-
- 4.1.1 maintain the Town Hall Square as publicly accessible open space and, subject to clauses 5.1 and 5.2 below, ensure free public access to the Town Hall Square at all times;
- 4.1.2 keep the Minimum Community Use Spaces available within the Building for Community Use;
- 4.1.3 keep the Minimum Community Access Spaces available as Community Access Space; and
- 4.1.4 actively pursue the Objectives.
- 4.2 The Company shall be free to enter into such agreements for making available the Community Use Spaces to such persons or bodies on such terms and at such cost as it may in its discretion determine but subject to the Minimum Requirements and provided such agreements do not prejudice the operation of this Agreement or the Objectives.
- 4.3 The Parties agree that if the Members' Room and Mayor's Parlour are made available for Community Use, then the period of time for which they are made available shall be included in the calculation of limb (a) of the Minimum Requirements.

5. Temporary Closure

- 5.1 The Company will not be in breach of its obligations under this Agreement for any temporary closure of the Community Use Spaces or any temporary prevention or interruption of public access to the Town Hall Square in order to carry out any maintenance, cleaning or repair works (including emergency works) provided the Company shall use its reasonable endeavours to minimise any period when Community Use and Community Access is prevented or reduced.
- 5.2 Notwithstanding the obligation in clause 4.1.1 above, the Company may from time to time permit the use of the Town Hall Square for the holding of fairs, markets, exhibitions, displays, concerts and/or performing arts or other forms of entertainment, subject always to complying with any necessary consents from any local or other competent authority.

6. Marketing and Promotion

- 6.1 The Company will be responsible for actively marketing and promoting the Community Use Initiatives in accordance with the Objectives. A marketing strategy will be prepared and implemented, and reviewed on an annual basis.

7. Community Use and Access Steering Group

- 7.1 The Company will provide such information as the Council, in its capacity as landlord under the Lease, may reasonably request in writing in order to establish whether the Company's obligations under this Agreement are being complied with.
- 7.2 The Company will set up the Community Use and Access Steering Group by the date of Practical Completion of the Town Hall Works.
- 7.3 Membership of the Community Use and Access Steering Group shall as a minimum include representative(s) (or their nominees) from each of the following:-
- (a) Crouch End ward councillor(s);
 - (b) the Company;
 - (c) the guarantor from time to time under the Lease;
 - (d) any third party operator appointed from time to time by the Company to manage the Community Use Spaces ("**Community Use Operator**");
 - (e) a maximum of one representative from the Hornsey Town Hall Creative Trust or any successor body; and
 - (f) a maximum of two additional community groups, with a maximum of one representative from each group.
- 7.4 The Community Use and Access Steering Group will meet at least quarterly or at such other times as may be considered necessary or expedient having regard to the roles and responsibilities of the Steering Group as set out below.
- 7.5 Meetings of the Community Use and Access Steering Group will be chaired on a rotating basis by the representatives in clause 7.3 above.

- 7.6 All meetings of the Steering Group shall be minuted. The minutes of those meetings shall be posted on the Community Use Operator's website and distributed to the Council's Head of Strategic Property (or equivalent) in its role as freeholder within 5 working days of the meeting.
- 7.7 It will be the responsibility of the Community Use Operator to regularly review membership of the Steering Group to ensure it remains representative of the community, such review to be undertaken at least annually.
- 7.8 The roles and responsibilities of the Community Use and Access Steering Group shall include, without limitation:-
- 7.8.1 undertaking a review of the extent of usage, hirings and general levels of accessibility of Community Use Spaces and Community Access to the Building. The Company shall provide to the members of the Community Use and Access Steering Group details of booking numbers, timings, density and income associated with Community Use;
- 7.8.2 considering the future development, promotion and enhancement of Community Use Initiatives in accordance with this Agreement;
- 7.8.3 reviewing the pricing policy for use of the Community Use Spaces to ensure this remains consistent with the achievement of the Objectives;
- 7.8.4 ensuring equal opportunities of access are being sustained;
- 7.8.5 ensuring the operation of easy and accessible hiring arrangements;
- 7.8.6 assessing the effectiveness of the implementation of this Agreement generally against the achievement of the Objectives;
- 7.8.7 reviewing the Objectives; and
- 7.8.8 being consulted on any change proposed by the Company to the identity of the Community Use Operator.
- 7.9 The Company will or will procure:-
- (a) control and management of the Community Use Spaces and the Town Hall Square in a manner that will allow achievement of the obligations and Objectives set out in this Agreement;

- (b) the provision of heat, light and water and such other modern facilities and amenities as required to ensure the Community Use Spaces are fit for their intended use;
- (c) that the Community Use Spaces comply with all legislation and guidance in force from time to time during the subsistence of this Agreement including access for disabled users.

8. Duration of Agreement

The obligations in this Agreement will take effect from the date of Practical Completion of the Town Hall Works and will remain in force for the period of the Lease. On expiry or early termination of the Lease (howsoever occurring) then this Agreement will automatically cease and determine with immediate effect but without prejudice to any rights and remedies the Council may have against the Company for any antecedent breach of obligation under this Agreement prior to such termination.

9. Authority

The Company warrants:-

- 9.1 it has full right and authority to enter into this Agreement; and
- 9.2 the terms of this Agreement and its execution have been approved by and are in accordance with the necessary constitutional requirements of the Company.

10. No Variations

This Agreement may only be varied in writing by a document executed by the Parties.

11. No Agency

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the Parties.

12. Severability

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

13. Waiver

No term or provision of this Agreement shall be considered as waived by any Party to this Agreement unless a waiver is given in writing by that Party.

14. Non-Assignability

This Agreement is personal to the Company and the Company shall not assign novate sub-contract or otherwise deal with its rights or obligations hereunder save that the Company may assign or charge the benefit of this Agreement to any lawful assignee or chargee of the Lease (as the case may be)

15. Council as Local Authority

Nothing in this Agreement shall prejudice reduce or affect any of the statutory powers, obligations and duties, for the time being, vested in the Council and all such rights, powers, obligations and duties shall, in regard to the Site shall be enforceable and exercisable by the Council as fully and freely as if the Council were not the owner of or otherwise interested in the Site and as if this Agreement had not been executed.

16. Consequences of Breach

The Parties acknowledge that a breach of the obligations of this Agreement cannot be adequately relieved by monetary damages only. Accordingly, the Parties intend, and hereby agree that in the event of any such breach, the non-breaching party may require specific performance of the obligations under this Agreement as a remedy and the party in breach hereby agrees to that requirement.

17. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the hands of the parties or their duly authorised representatives
the day and year first above written.