

APPENDIX 4: Draft letter of understanding for the Samuel Pepys Club

Department of Culture Heritage and Libraries

Chairman: The Samuel Pepys Club

Telephone 020 7332 3693

Email Lucy.McDonald
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LETTER OF UNDERSTANDING

Our ref

Date 22 October 2012

Dear Chairman

PRINCE HENRY'S ROOM, 17, FLEET STREET

This letter records the terms under which The Samuel Pepys Club (The Club) may use Prince Henry's Room (The Room) on an occasional basis, as agreed by The City of London Corporation (The City) at a meeting of its Culture, Heritage and Libraries Committee on 18th November 2011:

1. Availability: The Club may make application to The City of London Corporation, for the attention of Lucy McDonald, City Marketing and Events Executive (contact details below) to book The Room for their use approximately once a month. A minimum of 3 weeks' written notice must be given with each application, giving proposed dates and times, which will be favourably considered subject to availability.

2. Security Cover: No charge will be made for use of The Room between 09:00 hours and 18:00 hours Mondays to Fridays (excluding bank holidays). Outside these hours, a minimum charge of £105.12 (subject to annual variation) will be made for providing a key-holder for opening and closing The Room. The City reserves the right to add a management fee of 10% to the charges. All charges are subject to VAT and will be paid within 14 days of submission of invoice.

3. Rates: Should a liability for rates arise for use of the Room, this will be met by The Club, which will be invoiced accordingly.

4. Key-holder: The Club will arrange for the Key-holder to attend to open The Room and to return at a time to be agreed to close The Room on each occasion. Keys cannot be left with The Club in the absence of the Key-holder. At no time shall The Room be left unattended between opening and closing.

5. Use: The Room may be used only for Club related business meetings of up to 20 people (or as may be limited by Health and Safety Regulations from time to time) but not for events or any type of social gathering. The Club must be respectful of the presence of other occupiers in the building, especially in relation to noise.

6. Music: The playing of music will not be permitted.

7 Food: Food may not be brought into or consumed in The Room.

8. Fire Marshal: The Club shall appoint a fire marshal who shall be on duty at all times The Room is used by The Club. He/she shall familiarise him/herself with the requirements of the William Martin Fire Emergency Plan dated 10th May 2012 (attached herewith), in particular the duties set out in Clause 3.3 of the plan. The individual responsible for this must sign this letter of understanding to confirm acceptance of his duties. On no account will access to the Room be granted without the fire marshal present.

9. Schedule of condition: The condition of The Room has been recorded by a photographic schedule of condition dated 3rd April 2012 (attached herewith). The Club will ensure that on every occasion The Room is returned in the same state as recorded by the schedule of condition. If any damage is caused to The Room or any part of the building of which it forms part this will be made good by the City at the Club's expense. If any cleaning is required, again this will be undertaken by The City at The Club's expense.

10. Indemnity: The Club hereby indemnifies the City against any liability arising as a result of the use of the Building by the Club.

11. Insurance: The Club will provide evidence of public liability insurance cover to the value of £2,000,000.

12 Personal effects: The Club undertakes not to bring any items such as furniture, furnishings or electrical equipment into The Room.

13. Fire risk assessment and health and safety requirements: The Club will comply with the William Martin's Fire Risk Assessment (FRA) dated 10th May 2012 (attached herewith) and William Martin's Health and Safety Risk Assessment dated 29th October 2008 (attached herewith).

14. Shared facilities: The Club will be permitted to have use of the first floor communal toilets but only if security cover for access (in accordance with clause 2 above) has been arranged in advance by The Club at its expense.

15. Future arrangements: The arrangements for The Club's use of The Room are temporary and will be reviewed by 31st December 2012, by which time it is anticipated that the future use of The Room will be decided.

16. Termination of this letter of understanding: Breach of any of the terms of this Letter of Understanding will entitle the City of London Corporation to terminate this arrangement without any liability and with immediate effect.

Yours sincerely,

Lucy McDonald,
City Events and Marketing Executive,
Visitor Development Team,
Dept of Culture Heritage and Libraries
City of London, Guildhall Library,
Aldermanbury, London EC2V 7HH.

We agree to the contents of this Letter of Understanding and to comply with the Club's obligations hereunder should access be granted.

SIGNED.....

CHAIRMAN [name required] DULY AUTHORISED FOR AND ON BEHALF OF THE SAMUEL PEPYS CLUB

DATED.....

I confirm acceptance of duties of fire marshal under the William Martin Fire Emergency Plan.

SIGNED.....

NAME (IN CAPITAL LETTERS)

DATED.....