



Hearing Sub (Standards) Committee

Date: TUESDAY, 23 FEBRUARY 2016
Time: 10.00 am
Venue: COMMITTEE ROOM - 2ND FLOOR WEST WING, GUILDHALL

Members: Edward Lord (Chairman)
Nigel Challis
Mark Greenburgh
Oliver Lodge
Edward Lord
Anju Sanehi (Independent Person)

Enquiries: Gemma Stokley
gemma.stokley@cityoflondon.gov.uk
020 7332 1407

NB: Part of this meeting could be the subject of audio or video recording

John Barradell
Town Clerk and Chief Executive

AGENDA

1. **APOLOGIES**

2. **PUBLIC MINUTES**

To agree the public minutes of the meeting held on 29 January 2016.

For Decision
(Pages 1 - 4)

3. **HEARING SUB (STANDARDS) COMMITTEE-PROPOSED HEARING
PROCEDURE**

For Decision
(Pages 5 - 6)

4. **COMPLAINT BY LM AGAINST JC - POINTS OF CLARIFICATION**

For Decision
(Pages 7 - 40)

5. **QUESTIONS RELATING TO THE WORK OF THE COMMITTEE**

6. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

For Decision

HEARING SUB (STANDARDS) COMMITTEE

Friday, 29 January 2016

Minutes of the meeting of the Hearing Sub (Standards) Committee held at the Guildhall EC2 at 10.30 am

Present

Members:

Nigel Challis
Mark Greenburgh
Oliver Lodge

Edward Lord

Also Present:

Anju Sanahi (Independent Person)

Officers:

Lorraine Brook	- Town Clerk's Department
Deborah Cluett	- Comptroller and City Solicitor's Department
Michael Cogher	- Comptroller and City Solicitor
Gemma Stokley	- Town Clerk's Department
Edward Wood	- Comptroller and City Solicitor's Department

1. REPORT OF THE MONITORING OFFICER

The Sub-Committee considered a report of the Monitoring Officer presenting the findings of an investigation into a complaint authorised by the Assessment Sub-Committee on 16th December 2015.

The Chairman highlighted that Mr Sleigh had now been replaced by Mr Lodge on the Sub-Committee. He explained that Mr Sleigh was currently serving as Deputy Chairman of the City's Property Investment Board to which all of the witnesses in this case reported. He therefore felt that it was inappropriate for him to continue to consider this complaint.

The Monitoring Officer introduced his report and provided the Sub-Committee with a brief overview of his investigations. He outlined the difficult interplay of issues in this case given that the complainant had made a related 'whistle-blowing' complaint and was currently suspended from work as the subject of a staff disciplinary case. He emphasised that this Sub-Committee should be very clear on its boundaries and the fact that their role was to decide whether or not there was any misconduct on the side of Deputy Chapman only.

The Monitoring Officer commented on the disparities between the style of the complainant's statement and the other statements and informed the Sub-

Committee that the Complainant had been offered assistance to refine his statement but had refused this assistance.

After presenting his report, the Monitoring Officer and Mr Edward Wood (Comptroller and City Solicitor's Department) withdrew from the meeting.

The Assistant City Solicitor commented that Member influence was a very tricky issue but that it was for this Sub-Committee to 'set the bar' here in terms of what they felt was proper and appropriate. The Sub-Committee were aware that any decisions taken on this matter were likely to set a precedent on this matter.

In terms of Policy, the Chairman highlighted that, should this matter proceed to a full hearing, this would be a first for the Committee and that consideration would therefore have to be given to the form that such a hearing would take.

Members went on to outline their concerns about a number of apparent inconsistencies in the statements presented to them. They also noted that there seemed to be a lack of information as to the process that the complainant should have been following regarding the events held at Leadenhall Market. The emails provided seemed to 'dip in and out' of the matter without actually providing a narrative as to how an event was initially refused but then proceeded.

Members also commented on the use of personal email addresses and suggested that this was an area that the Standards Committee might like to provide advice to all Members on going forward.

The Independent Person present agreed with all of the points raised and stated that it seemed extraordinary that events such as those referred to within the complaint could be signed off and agreed at the last minute. She also commented that there were a number of inconsistencies within the statements as to what actually happened on the morning of the Monte Carlo event.

In view of the inconsistencies in the statements provided and the apparent gaps in the information provided, the Sub Committee were unanimously of the view that this matter should now proceed to a full hearing. The Independent Person present also agreed with this approach.

Having unanimously decided that a full hearing should now proceed, the Sub-Committee went on to discuss the procedure that should be adopted for the hearing. A draft procedure was tabled by the Assistant Comptroller and City Solicitor.

Members suggested that further information would be helpful to provide some additional context to the complaint at the full hearing, namely the official procedure which ought to have been followed by Officers in terms of managing/processing events at Leadenhall Market, a scale of fees for such events and a timeline of events referred to within the complaint. It was also

agreed that a 'who's who' of relevant staff within the City Surveyor's Department and their reporting lines would be useful.

It was felt that both the complainant and respondent should be permitted to attend the full hearing with relevant witnesses called to attend according to a running order to be determined. It was also agreed that the complainant and respondent should be entitled to be accompanied to the hearing by a friend or colleague if they so wish.

The Sub Committee questioned the steps taken to secure the assistance of the Barnet Waddingham witness who had not responded. The Chairman requested that further efforts be made on this front with any response provided to be circulated to the Sub-Committee ahead of the full hearing.

The Sub Committee were of the view that cross examination should not be permitted at the hearing and that it would not be necessary for the Monitoring Officer to sum up or 'run' the hearing in any way.

Members were of the view that the Hearing should be held in private session but that a view should be taken at the time as to whether any decision reached should be made public.

RESOLVED – That the matter be referred to a full hearing to be held on Tuesday, 23 February 2016.

2. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**
There were no additional, urgent items of business for consideration.

The meeting closed at 11.30 am

Chairman

Contact Officer: Gemma Stokley
gemma.stokley@cityoflondon.gov.uk
020 7332 1407

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CONFIDENTIAL

HEARING SUB (STANDARDS) COMMITTEE

PROPOSED HEARING PROCEDURE

The Sub-Committee will open in public session. It is a matter for the sub-committee to determine whether it moves into confidential session with the press and public excluded, in accordance with the provisions of Schedule 12A of the Local Government Act 1972

1. The Chairman introduces the members of the Sub-Committee and others present, and explains the purpose of the hearing, the procedure to be followed and the nature of the meeting
2. The Complainant and Respondent may be accompanied if they wish, but will be expected to give evidence and answer any question put by members of the sub-committee personally,
3. The Complainant and Respondent (and anyone accompanying them) are invited to be present throughout the hearing; other witnesses will enter to give evidence and then withdraw.
4. The Monitoring Officer presents his report (n.b. the Monitoring Officer is not acting as 'prosecutor' or 'defence').
5. The Complainant and then the Respondent will be invited to make an opening statement which should be no more than ten minutes long.
6. The Chairman calls the witnesses in the following order:
 - Complainant
 - Nicholas Gill
 - Trevor Nelson
 - Stephen Ivers
 - John Black

- Respondent

The statements will be taken as read rather than read out. Witnesses will be asked to confirm that their statements are true.

7. Immediately after giving their evidence-in chief each witness will be invited to answer questions (if any) from the Sub-Committee. Any questions that the complainant or respondent has, or the Monitoring Officer may wish to ask in clarification, should be passed to and put by the Chairman.
8. There will then be an opportunity for the Complainant and the Respondent (in that order) to make any short closing comments if they so wish. Again this should be no more than up to 10 minutes each.
9. The Monitoring Officer, the Complainant and the Respondent then withdraw to allow the Sub-Committee to consider the evidence and representations.
10. The Monitoring Officer, the Complainant and the Respondent are then invited to return and the Sub-Committee announces its decision as to whether there has been a breach of the Code of Conduct.
11. If the Sub-Committee considers that there has been a breach of the Code it may invite any representations on the appropriate sanction (censure of the member; withdrawal of Corporation hospitality for an appropriate period; or removal of the member from a particular committee or committees). The Sub-Committee may ask the parties to withdraw again to allow it to consider the appropriate sanction, then invite them to return to hear the Sub-Committee's decision as to any appropriate sanction.
12. The decision will be confirmed to the parties in writing within five working days and published. Full reasons may be published at the discretion of the Sub-Committee.
13. This procedure may be varied by the Sub-Committee as it considers appropriate in order to dispose of the matter in a fair and efficient manner.

Hearing Sub (Standards) Committee 23 February 2016

Timeline

<u>Date</u>	<u>Event</u>
01/10/2005	Leighton McDonnell starts work for the City Corporation
09/11/2006	John Chapman presented to the Court following election as a Common Councilman for Langbourn Ward
15/10/2014	Leadenhall Market Strategy adopted by the Property Investment Board
26/01/2015	John Chapman emails Trevor Nelson with proposal for Monte Carlo or Bust Car Rally
14/05/2015	John Chapman appointed to the Property Investment Board
17/06/2015	Leighton McDonnell starts new role at Leadenhall Market
19/08/2015	John Chapman forwards proposal for Virtual Golf Event to Trevor Nelson
04/09/2015	Delegated authority for the Monte Carlo or Bust Car Rally signed
08/09/2015	Monte Carlo or Bust Car Rally (Day 1 – cars arrive)
09/09/2015	Monte Carlo or Bust Car Rally (Day 2 – cars depart)
04/11/2015	Delegated authority for the Virtual Golf Event signed
05/11/2015	Virtual Golf Event
05/11/2015	Leighton McDonnell suspended
09/11/2015	Leighton McDonnell makes ‘whistle-blowing’ complaint to the Head of Audit and Risk Management
18/11/2015	Leighton McDonnell makes complaint about John Chapman to the Standards Committee

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To: Cogher, Michael
Subject: RE: Standards Hearing

From: David Hughes
Sent: 02 February 2016 11:15
To: Cogher, Michael
Subject: Yesterday conversation

Dear Michael

I refer to our telephone conversation on 1st February.

I was responsible for the Virtual Golf Event and Adam Brook works for me. I confirm that neither I, Adam nor Barnett Waddingham have any actual or anticipated business connection with John Chapman. We were put in touch with him by Phillip Seaman, an acquaintance of mine and we had no prior involvement with Mr Chapman before this introduction which was simply for the purpose of facilitating the Virtual Golf Event.

Please do not hesitate to contact me if you need any further assistance.

Kind regards

David Hughes
Head of Data, Analytics and Pricing solutions
Barnett Waddingham

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FILE NOTE

TELEPHONE CONVERSATION WITH DAVID HUGHES

1 February 2016

David Hughes of Barnett Waddingham rang my PA at about 12.30, apologising for not replying to my emails sooner and indicating he was ringing on behalf of Adam Brook. I returned his call. It should be noted that I had not at this point made any further attempt to contact BW following the Committee meeting on 29th January.

He apologised to me for not replying to my emails to Adam Brook earlier but they had both been very busy. He informed me that he was Adam's manager.

I explained the context and asked him if he could explain what connection Barnett Waddingham had with John Chapman.

He told me that there was no actual or anticipated business connection between them, and in particular no financial relationship and no prior contact before the organising of the Virtual Golf Event.

He had joined BW early last year to set up a service targeted at the Lloyds Reinsurance market. Adam Brook joined in April to assist him with marketing etc. They wanted to set up an event to target Lloyds.

He knew Phillip Seaman at Lloyds who was an acquaintance he saw from time to time, although he did not have any business transactions with him. Phillip Seamen gave him John Chapman's name as someone who could assist in setting up an event in the Market. As a result Adam was put in touch with John Chapman who assisted in the setting up of the event. John Chapman put them in touch with three people and checked in with them as things went on.

The issues raised by Leighton Macdonnell were all very last minute and had not been mentioned before – they were raised on the Thursday before the event on the Monday and being asked for £10,000 at that point seemed like blackmail given how embarrassing it would have been for them to cancel at that point.

He thought the event was very successful and brought people to the Market. He used the Lamb and the Cheese for entertaining. He would like to run similar events with the City in the future.

Michael Cogher
2/2/16

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HEARING SUB COMMITTEE - SUPPLEMENTAL QUESTIONS

1) Procedure which ought to have been followed by Officers in terms of managing/processing events at Leadenhall Market

Procedures

The procedure followed to process and 'sign off' on events at Leadenhall Market follows the Corporation's Scheme of Delegations to Officers. Under this the City Surveyor can:

Act in respect of:-

- a. all lettings, including lease renewals, with an annual rent of not more than £100,000 which are for a term of 25 years or less, providing the terms are at or above market value;*
- b. all quarterly tenancies, tenancies at will, licences, easements, wayleaves, Rights of Light, crane oversail, hoarding licences and similar arrangements;*
- c. to negotiate and agree all rent reviews, including nil increase reviews, except where the increase is in excess of £50,000 per annum;*

From 2012 to 2014 events were licenced by a standard licence document drawn up in 2012 by C&CS, an example of which is attached. (AMumford.com Ltd)

From 2015, following a review it was felt prudent to sign these licences off by way of a Delegated Authority (DA) form, to bring them in line with other IPG lettings. The DA has then been completed using the QMS form "QF 146 - New Letting – City Fund form format". Thereafter, a licence, drawn up, negotiated and completed by C&CS was to be produced to back up the DA. An example is attached (Barnett Waddingham)

Marketing Strategy

The key considerations when reviewing potential events at the Market have been:

1. to improve the profile of Leadenhall Market and
2. to prolong the dwell time of customers in the Market so that our tenants benefit.

This is in line with the strategy adopted in September 2014 of events needing to:

1. enhance visibility of the Market and attract footfall
2. not disrupt tenants businesses
3. be cost neutral to the City

Attached is a schedule of the external marketing events that we have had in the Market since 2012. Over the four years we have had 31 hires (approximately 8 per annum). In addition there are a number of regular annual events organised by our marketing consultants (Osprey Consultants) and our tenants. These include the Christmas Light switch on by the new Lord Mayor, St George's Week events, Pancake Tuesday races, Fashion Shows, Leadenhall Live Music events and many more. The 2016/17 draft Annual Events Schedule is attached for information.

Since 2012 we have moved away from large one off private events. These happened during the week and feedback was that they tended to have a detrimental effect on tenants business thus defeating the object.

2) Scale of fees for such events and any waiver of fees that might be permitted – and details of whether or not these are published anywhere

Due to the small number of events per annum, we have not had a published charging policy but have negotiated a fair fee for the type of event but have always sought (where possible) to recover COL costs. Historically where these have been organised by the City, either directly by the City Surveyor's or other departments, or through our retained marketing consultants, there is no charge levied and no Licence or DA issued as these events have been viewed as being in line with our marketing strategy.

Where there are external events organised by others and we have "hired out" part of the market then a range of charges have been demanded. Generally when the event is a charity event or where organised and run by one of our tenants for the benefit of the market, no charge has been levied e.g. Annual Poppy Day Appeal. Depending on the extent of the hire in terms of the amount of square footage of the Market that the event demands or the length of time the Market has been hired then there has been a range of charges. E.g. A purely private commercial event has paid up to £7,500 (2013 Heineken Private hire through A Mumford Ltd). Others have been charged between £365 and £5000.

Since January 2016, our retained marketing consultant now evaluate and consider all external private/charity events, in conjunction with the agreed schedule of events for the year, to ensure that there is a coherent strategy. They will then recommend which external event to progress, which will then be signed off by way of a DA and Licence. They will, together with the City's asset management team, will keep the marketing strategy under review to adapt to any changing circumstances.

3) "Who's who" of relevant staff within the City Surveyor's Department and their reporting lines

Leadenhall Market is managed as part of the City Fund Property Investment Portfolio. Attached are the organograms showing the City Fund team over the 2012/16 timescale. There have been a number of staff changes with Nicholas

Gill. Investment Property Director and Trevor Nelson, Assistant Director being the consistent personnel.

Originally the Market was managed by David Wong as Trevor's direct report. Following his departure in 2013 David was replaced by Merce Gene Lopez, who was managed by Steven Chandler and then by Patrick Durcan. When Merce left on maternity leave in February 2015, Patrick took over direct management of the Market until he moved to the Oracle implementation team in June 2015 when Andrew Cross and his team were deployed on a temporary basis to manage the Market reporting to Trevor. The last sheet shows that since January 2016 the current asset manager for Leadenhall Market is Jennifer Lewis (hired specifically because of her skills and experience of Leadenhall Market via our retained advisors, Montagu Evans) who reports to Neil Robbie, an experienced Senior Asset Manager, and then to Trevor and Nicholas.

Attachments

- 1) Leadenhall Market 2012/16 – External Private / Charity Events Schedule
- 2) Leadenhall Market 2016/17 – Draft Annual Events Schedule organised by Osprey Consultants
- 3) Agreement for Hire of Parts of Leadenhall Market for the Purposes of an Event (A Mumford)
- 4) Leadenhall Market – Event Brief (A Mumford)
- 5) Leadenhall Market Standard Licence Agreement
- 6) Delegated Authority for Licence Agreement (Barnett Waddingham LLP)
- 7) Licence Agreement (Barnett Waddingham LLP)
- 8) Investment Property Group Organogram Charts
 - March 2012
 - January 2014
 - July 2014
 - January 2016

Nicholas Gill

Investment Property Director

11th February 2016

**Leadenhall Market 2012/16
External Private / Charity Events Schedule**

Hirer	Date	Event	Fee	Type	Documents	Notes
2012						
Positive Communications Global Ltd	14/06/2012	4m Trailer	1000	Private	Licence	Plus £600 for security
A Mumford.com Ltd	15/06/2012	Private Client Reception	5000	Private	Licence	Plus £600 for security
A Mumford.com Ltd	10/07/2012	Private Client Reception	5000	Private	Licence	
Olympic Marathon- Women	05/08/2012	Olympics	0	Olympic Event	None	
Olympic Marathon- Men	12/08/2012	Olympics	0	Olympic Event	None	
The Big Issue Foundation	28/09/2012	Charity Night Hike	218.81	Charity	Licence	
Communities and Children Services Dept	29/09/2012	City Life Family Festival	0	Charity/Internal	Licence	COL
2013						
London & Partners Ltd	08/07/2013	UK Meeting Show - Reception	0	Private	Licence	Plus £365.63 for cleaning and security
Liberty Mutual Insurance Europe Ltd	24/07/2013	Richard III	2000	Private	Licence	Plus £315.63 for cleaning, security and electricity
Communities and Children Services Dept	14/09/2013	City Life Family Festival	0	Charity	Licence	Plus £496.61 for cleaning and security COL
Brand Space	24/09/2013	Campbell Soups Giant Sculpture Press Event	1000	Private	Licence	
Talbot Underwriting Ltd	30/05/2015	Charity Band Night	0	Private	Licence	Plus £544.45 for cleaning, security & electricity
Open City (Charity)	18/5/13 to 19/5/13	Archikids Festival	0	Charity	Licence	COL
The Royal British Legion	24/10/13 to 7/11/13	London Poppy Day and Team Reception	0	Charity	Licence	
A Mumford.com Ltd	24/5/13 to 25/5/13	Heineken Private Event	7500	Private	Licence	Plus £782.26 for cleaning and security
Cancer Research UK	28/8/13 to 28/9/13	Shine 2013 - Night Walk Marathon	0	Charity	Licence	Plus £201.77 for security and lighting
Bail Associates Ltd	7/8/13 to 9/8/13	Fund Raising Gala Dinner	5000	Private	Licence	Plus £1266.76 for cleaning and security
2014						
London Surrey Cycling Partnership	10/06/2014	Launch of the FreeCycle Event	0	Benefit to Market	Licence	
The Royal British Legion	30/10/2014	London Poppy Day Appeal	0	Charity	Licence	COL partnership
Open City (Charity)	20/09/2015	Sculpture in the City Event	0	Benefit to Market	Licence	COL
Tony Patterson Elevated Art Fair	17/8/14 to 22/8/14	Elevated Art Fair Event	0	Benefit to Market	Licence	COL
Open City (Charity)	26/7/14 to 27/7/14	Archikids Festival	0	Charity	Licence	COL
London Surrey Cycling Partnership	8/8/14 to 9/8/14	PRL FreeCycle Ride - Site Festival	0	Benefit to Market	Licence	COL partnership
2015						
BUPA	May-15	BUPA Marathon	0	Charity	Licence	
Bail Associates Ltd	5/6/15 to 7/6/15	Fund Raising Gala Dinner	5000	Private	Licence	NSPCC benefit
Chamberlains Restaurant	11/06/2015	Charity Concert	0	Charity/Tenant	Licence	
Grand Appeal	25/3/15 to 28/3/15	Shaun the Sheep	0	Benefit to Market	Licence	DA for COL payment to locate a Shaun the Sheep in the Market
Prudential Cycle Ride	01/08/2015	Free Cycle	0	Benefit to Market	None	COL partnership
Tudor Markets Ltd	3/8/15 to 7/8/15	Tudor Markets	800	Private	DA	Improve market profile. Trial Market
Clubsocar (Lloyds Motor Club)	8/8/15 to 9/8/15	2cv vintage car event	0	Charity	DA	Clubsocar responsible for management/safety/security/cleaning
Barnett Waddingham LLP	05/11/2015	Golf Simulation Event plus charity collection	0	Private/Charity	DA and Licence	Plus £1,250 for City's surveyor and solicitor costs

OSPREY CONSULTANTS

LEADENHALL MARKET EVENTS PROGRAMME 2016/2017 – FIRST DRAFT

APRIL		
Saturday 9 th	Wedding	The Lamb
Friday 22 nd	St George's Day	Market wide
Saturday 30 th	Wedding	The Lamb
MAY		
Monday 2 nd	Wedding	The Lamb
Saturday 7 th	Wedding	The Lamb
Thursday 26 th	Shakespeare Celebration	Market wide
JUNE		
Saturday 4 th	Wedding	The Lamb
Friday 10 th -Sunday 10 th July	European Football	
Thursday 23 rd	Midsummer Fete	Market wide
Saturday 25 th	Wedding	The Lamb
July		
Saturday 2 nd	Wedding	The Lamb
Thursday 7 th	Leadenhall Live	Market wide
Saturday 9 th	Wedding	The Lamb
Thursday 14 th	Leadenhall Live	Market wide
Saturday 16 th	Wedding	The Lamb
Thursday 21 st	Leadenhall Live	Market wide
Saturday 23 rd	Wedding	The Lamb
Thursday 28 th	Leadenhall Live	Market wide
Saturday 30 th /Sunday 3 rd	Prudential Bike Ride	Lamb bar menu 12-4 30th
August		
Friday 5 th -Sunday 21 st	Rio Olympic Games	
Saturday 20 th	Wedding	The Lamb
Saturday 27 th	Wedding	The Lamb
Monday 29 th -Friday 16 th Sept	Great Fire exhibition/events	Market wide
September		
Saturday 3 rd	Wedding	The Lamb
Saturday 10 th	Wedding	The Lamb
Saturday 17 th /Sunday 18 th	Open House	The Lamb bar menu 12-4
October		
Saturday 1 st	Wedding	The Lamb
Thursday 13 th	Autumn Fair	Market wide
November		
TBC	London Poppy Day	Market wide
Friday 18 th TBC	Lord Mayor's lights switch on	
Saturday 26 th	Wedding	The Lamb

December		
Saturday 10 th	Wedding	The Lamb
Monday 19 th -Friday 23 rd	Last Minute Shopping Week	Whittington Avenue stage
January 2017		
Saturday 1 st	Wedding	The Lamb
February 2017		
TBC	Pancake Race	The Lamb-Butchers



AGREEMENT FOR HIRE OF PARTS OF LEADENHALL MARKET FOR THE PURPOSES OF AN EVENT

BETWEEN:

- (1) The Mayor and Commonalty and Citizens of the City of London of Guildhall London EC2P 2EJ ("the City")

AND

- (2) AMumford.com Ltd (Company No. 04047206) of 3rd Floor, New Gallery House, 6 Vigo Street London W1S 3HF ("the Hirer")

- | | | |
|----|---|---|
| 1. | Description of the Event: | Private Client Reception |
| 2. | Date of Hire: | 15 June 2012 |
| 3. | Permitted Hours of Hire: | |
| | (a) Deliveries and setting up from | 3.15pm |
| | (b) Event concludes at | 11.00pm |
| | (c) Guests departs from Central Avenue by | 11.30pm |
| | (d) Site clear, tidy and vacate by: | 1.30am |
| 4. | Venue Hire Charge: | £5,000 plus VAT |
| 5. | Additional Charge: | £600 plus VAT for City of London Security |
| 5. | Approved Caterers: | As per attached Event's Brief |
| 6. | Special Conditions of Hire: | Loss of income compensation is required for tenants affected by this Event. |

This Agreement permits the Hirer to use the Venue Hire Area for the purposes of the Event during the Permitted Hours of Hire upon the Date of Hire only.

This Agreement incorporates the attached Conditions governing the use of Leadenhall Market for Events. It is to be read together with any Special Conditions of Hire set out above.

Signed by
Mr T. Nelson
For and on behalf of the City

Signed by
Mr A. Mumford
For and on behalf of the Hirer

Date: 23 / May / 2012



CONDITIONS GOVERNING THE USE OF LEADENHALL MARKET (FOR EVENT HIRE PURPOSES)

1. In these conditions and any venue hire agreement made pursuant to them:

"the Agreement" means the agreement between the City (1) and the Hirer (2) for use of the Venue Hire Area for the Event incorporating these Conditions

"the Event" means the event described in the Agreement

"Leadenhall Market" and **"the Market"** means the covered market known as Leadenhall Market in the City of London shown for identification purposes only edged black on Plan Number 1-C-9745 attached and any adjacent premises for the time being owned by the Landlord and managed as part of Leadenhall Market

"Permitted Hours of Hire" means the hours (and/or where appropriate times) stipulated in the Agreement

"Venue Hire Area" those parts of the accessway of Leadenhall Market known as Central Avenue shown coloured [pink] on Plan Number 1-C-34040-03 attached, excluding all of the shops and buildings of Leadenhall Market and any parts of such area as may be demised to tenants of the Market (or over which any tenant has exclusive rights of use)

2. The Agreement permits the Hirer to use the Venue Hire Area for the purposes of the Event during the Permitted Hours of Hire upon the Date of Hire only, subject as provided in these Conditions.
3. The use of the Venue Hire Area permitted under the Agreement is subject to:
 - (a) Any and all private and public rights of way as may exist over the Venue Hire Area;
 - (b) Any and all rights of tenants of Leadenhall Market as may exist over the Venue Hire Area

and the Hirer shall not obstruct the lawful exercise of any such rights nor any access to the Venue Hire Area that the City may require

4. The charges for use of Venue Hire Area (exclusive of any VAT that may be chargeable) are as agreed between the City and the Hirer and are as set out in the Agreement. In addition to such charges, the Additional Late Hire Charges may shall be payable as set out in the Schedule below.
5. (a) The Hirer will be responsible for all loss of or damage to buildings and property at Leadenhall Market and for any injury to persons and/or things arising in connection with their hire of the Venue Hire Area caused by or in consequence of any act or omission on the part of the Hirer its agents

employees contractors guests or invitees and indemnifies and shall keep indemnified the City against all such loss damage or injury. The Hirer shall procure that any damage to buildings and property arising in connection with the hire of the Venue Hire Area for the Event is repaired and reinstated to the reasonable satisfaction of the City as soon as possible. If the Hirer shall fail to carry out such repair and reinstatement work promptly, the City may carry out such work itself and all additional costs and expenses incurred by the City as a result shall be reimbursed by the Hirer. Any such amount not paid within 7 days of demand shall be recoverable as a debt due.

- (b) The Hirer will be responsible for negotiating and paying reasonable compensation to all tenants and occupiers of Leadenhall Market who may be affected by the Event and shall indemnify the City in respect of any and all claims made against the City as a direct or indirect consequence of the Event.
 - (c) The City accepts no obligation or responsibility for arranging public liability insurance in relation to the hire and use of the Venue Hire Area, and the Hirer shall make its own insurance arrangements. The Hirer shall satisfy itself that suitable insurance cover is in place, and as to the adequacy of such insurance cover, and shall provide details of such insurance cover upon request by the City.
6. No setting up of the Venue Hire Area or deliveries connected with the Event shall occur prior to the time(s) specified in the Permitted Hours of Hire. The erection of temporary fencing and/or gables and/or any other similar and appropriate temporary structures required for the Event may be carried out only in accordance with a method statement approved by the City, or otherwise as specifically agreed with the City.
7. With regard to the Permitted Hours of Hire the Hirer shall procure that:
- (a) the Event concludes by the time specified for this in the Agreement;
 - (b) all guests attending the Event have vacated the Venue Hire Area by the time specified for this in the Agreement; and
 - (c) the Venue Hire Area has been fully cleared tied and vacated by the time specified for this in the Agreement and is left in a clean and tidy condition with all waste having been removed.
8. If the Hirer shall fail to comply with paragraph 7 above then Additional Late Hire Charges shall become due from the Hirer to the City as set out in the Schedule below.
9. Without limitation to paragraphs 7 and 8 above, should the Hirer fail to comply with paragraph 7(c) above for any reason then the City may remove all remaining items associated with the Event from the Venue Hire Area and the Market and all additional costs and expenses incurred by the City as a result shall be reimbursed by the Hirer. Any such amount not paid within 7 days of demand shall be recoverable as a debt due.
10. No charge for admission shall be made at the entrance to, or in the Venue Hire Area (nor any other part of the Market) and no collection of money shall take place at any meeting in the Venue Hire Area without special permission.

11. Catering services may be provided to the Hirer for the Event only by caterers approved in advance by the City.
12. All refuse shall be disposed of in the designated refuse disposal area designated by the City, or removed from the Market as directed by or agreed with the City.
13. (a) The attention of the Hirer is directed to the provisions of the City's anti-corruption policy as follows:
 - (i) Any person or body engaged or appointed by the City either to provide services or execute works or supply goods or materials of any kind or nature whatsoever or who hires or uses any City property who shall give offer or allow any gratuity gift or benefit of any kind to any person in the City's employ (whether under a contract of or for services) shall not be engaged or appointed by the City in respect of any further such provision execution or supply nor permitted any further hire or use.
 - (ii) The Provisions of paragraph (i) shall apply whether or not the giving offer or allowance was (a) made by an employee agent or sub-contractor of the person or body and (b) authorised by the person or body
 - (iii) Persons and bodies to whom paragraph (i) applies shall have their attention drawn to the provisions of the Public Bodies (Corrupt Practices) Act 1889 and the Prevention of Corruption Acts 1906 and 1916 (and any other statutory amendment or re-enactment thereof for the time being in force) and the National Code of Local Government Conduct (as amended from time to time)
14. The City reserves the right to require the Hirer to alter the date of any booking if it should become necessary for any reason.
15. The City reserves the right to cancel forthwith the booking of any the Venue Hire Area for any reason and at any time. In the event of such booking being cancelled the City shall not be liable to the Hirer for any damages or loss sustained and for the avoidance of doubt, but without limitation, this includes loss of business, profits or contracts or any damage to the Hirer's reputation or image as a result of, or in any way arising out of, the cancellation of the booking but shall repay to the Hirer without interest all sums paid by the Hirer on account of the hire charge.
16. The City reserves the right to amend, alter, delete or substitute any term or condition herein contained upon giving not less than 14 days notice in writing to the Hirer.
17. (a) An initial non-refundable deposit of 25% of the hire cost shall be paid by the Hirer on confirmation of booking and the balance, (non-refundable save where the booking is cancelled by the City, but otherwise subject to the discretion of the City), of the hire cost shall be paid to the City not less than 21 days prior to the date of the booking. In the event of non-payment of the balance by that time the City reserves the right to cancel the booking and retain the deposit and recover the balance from the Hirer as a debt.
 - (b) In the event of the Hirer cancelling the booking at any time and for any reason the City at its discretion reserves the right to recover the balance of the hire charge due from the Hirer as a debt.

18. (a) Neither party shall be liable to the other in respect of loss or damage if the cause of such loss etc. shall arise from any act of government or other competent authority storm tempest or other freak of nature riot civil war or commotion action of hostile foreign state (whether or not a formal declaration of war has been made given or received) fire explosion malicious damage (other than arising from the acts or defaults of the party claiming relief or their employees servants agents sub-contractors or other persons over whom such party has direct or contractual control) act of God or other force majeure occurrence which could not have been avoided or mitigated by the application of due diligence or foresight.
- (b) For the avoidance of doubt it is hereby expressly agreed between the parties that industrial relations difficulties and failure to provide adequate equipment materials consumables and/or staff or similar matters which a prudent and diligent Hirer could have avoided with the application of foresight are not to be considered as events of force majeure under the preceding sub-clause.


SCHEDULE

Additional Late Hire Charges

Such rate as may be set out in the Special Conditions of Hire of the Agreement, or if no such rate is specified: **£1,000 (plus VAT) per hour.**

A full hour's charge shall be due for:

- (a) Each full hour of use after the time specified in the Agreement; and
- (b) Any part of an hour where this exceeds fifteen minutes after expiry of the relevant time specified in the Agreement

LEADENHALL MARKET EVENT BRIEF	
	
CONTACT COORDINATOR:	Alec Mumford. [REDACTED]
EVENT:	Reception
PURPOSE:	Client Reception
DATE/S (TIME):	15 th June 2012
LOCATION:	Central avenue Leadenhall Market
HOST/SPONSOR:	CMS
EXPECTED NUMBER TO ATTEND EVENT:	500
PARKING/ACCESS:	4 Parking permits required from 3pm on 15 th June
AUDIO VISUAL:	A PA will be installed
SET-UP:	TBC Re: Lighting which maybe installed on the night of the 14 th June. Otherwise restricted access for public from 3.15pm on 15 th June to Central Avenue and then closed to public from 5pm till midnight
PROMOTION:	This event is private and not open to the public
HAVE THE TENANTS BEEN INFORMED:	YES
TOTAL COST WITH BREAK DOWN:	<u>City of London</u> Venue Hire £5,000 Security <u>£1,000</u> £6,000 Leadenhall Market Tenant Compensation: Brokers £1,250 Hotel Choc £480 Amathus £3,000 New Moon £5,500 Pizza Express £5,800 Chamberlains £6,875 Butcher £1,250 Chop'd £1,650 Cheese £2,000 The Lamb <u>£2,000</u> £29,805

	<u>AMumford.com</u>	
	Pre event Production	£33,000
	Staffing	£4,300
	Production and Furniture hire	£8,600
	L & M Maintenance	£410
	Rubbish Removal City	£300
	Staffing and Event management	£6,000
	Site plan meetings	£2,000
	Concept client design	<u>£3,000</u>
		£57,610
	<p>Due to lead in time these figures may change Either way and only at end of event can an accurate Figure be given, we will advise post event for your records. The figures to Tenants however are seen as a minimum</p>	



AGREEMENT FOR HIRE OF PARTS OF LEADENHALL MARKET FOR THE PURPOSES OF AN EVENT

BETWEEN:

- (1) The Mayor and Commonalty and Citizens of the City of London of Guildhall London EC2P 2EJ ("the City")

AND

- (2) **XXXXXXXXXXXXXXXXXXXX** ("the Hirer")

1. Description of the Event:
2. Date of Hire:
3. Permitted Hours of Hire:
 - (a) Deliveries and setting up from **xxx**
 - (b) Event concludes at **xxx**
 - (c) Guests departs from Central Avenue by **xxx**
 - (d) Site clear, tidy and vacate by: **xxx**
4. Venue Hire Charge: £ 0
5. Additional Charge: N/A
5. Approved Caterers: N/A
6. Special Conditions of Hire: N/A

This Agreement permits the Hirer to use the Venue Hire Area for the purposes of the Event during the Permitted Hours of Hire upon the Date of Hire only.

This Agreement incorporates the attached Conditions governing the use of Leadenhall Market for Event Hire Purposes together with any Special Conditions of Hire set out above.

.....
Signed by
T. Nelson
For and on behalf of the City

.....
Signed by
XXXXXXXXXXXXXXXX
For and on behalf of the Hirer

Date:

APPROVAL IN ACCORDANCE WITH DELEGATED AUTHORITY

CITY FUND ESTATE

LEADENHALL MARKET, LONDON, EC3 1LR

NEW LICENCE

Report No.
CS. 341/15

PREMISES

Junction of Central Avenue, Whittington Avenue, Lime Street Passage and Leadenhall Place, Leadenhall Market

Grade: C

PREVIOUS LICENCE

None

PROPOSED LICENCE

Licensee: Barnett Waddingham LLP

Term: From 9.00 am to 5.00 pm on 5th November 2015

Fee: Nil

Other Terms:

Licence: Licence on the City's standard terms

User: To run a golf simulation event and place a 4 meter square canvass covered structure, housing the golf simulator at the junction of Central Avenue, Whittington Avenue, Lime Street Passage and Leadenhall Place. The organisers will also be collecting money for a charity "Contact the Elderly".

Costs: The licence to meet the City's Surveyors and legal costs totalling £1,250.00 plus VAT.

FINANCIAL DETAILS:

Chamberlain's Comment On
Tenant's Financial Status
Required: NO

General Comments:

1. Risk and method statement have been requested.
2. The City's internal fire safety adviser has no objections to the event.


3. The event is advertised on Barnett Waddingham's website where teams can sign up for the event. The golf simulator will be open to passing footfall for an hour at lunchtime.
4. The event should help increase the number of people visiting the market and could therefore be of general benefit to the City's retail tenants.
5. Barnett Waddingham's employees will also be collecting money for the Charity "Contact the Elderly" at the event.
6. The organisers propose to utilise the Lamb Tavern and Cheese as venues to speak to and entertain potential clients.

Agent(s): Not applicable


Fees: Not applicable

File No. 6836

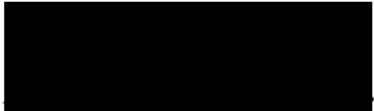
Manhattan Property Code AH900

SURVEYOR  4.11 NOVEMBER 2015

A.R. CROSS
SENIOR PRINCIPAL SURVEYOR

RECOMMENDED BY  9 NOVEMBER 2015

T. NELSON
ASSISTANT DIRECTOR – IPG

APPROVED BY  4th NOVEMBER 2015

N.S.B. GILL
INVESTMENT PROPERTY DIRECTOR

DATED

2015

CITY FUND

THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON

- to -

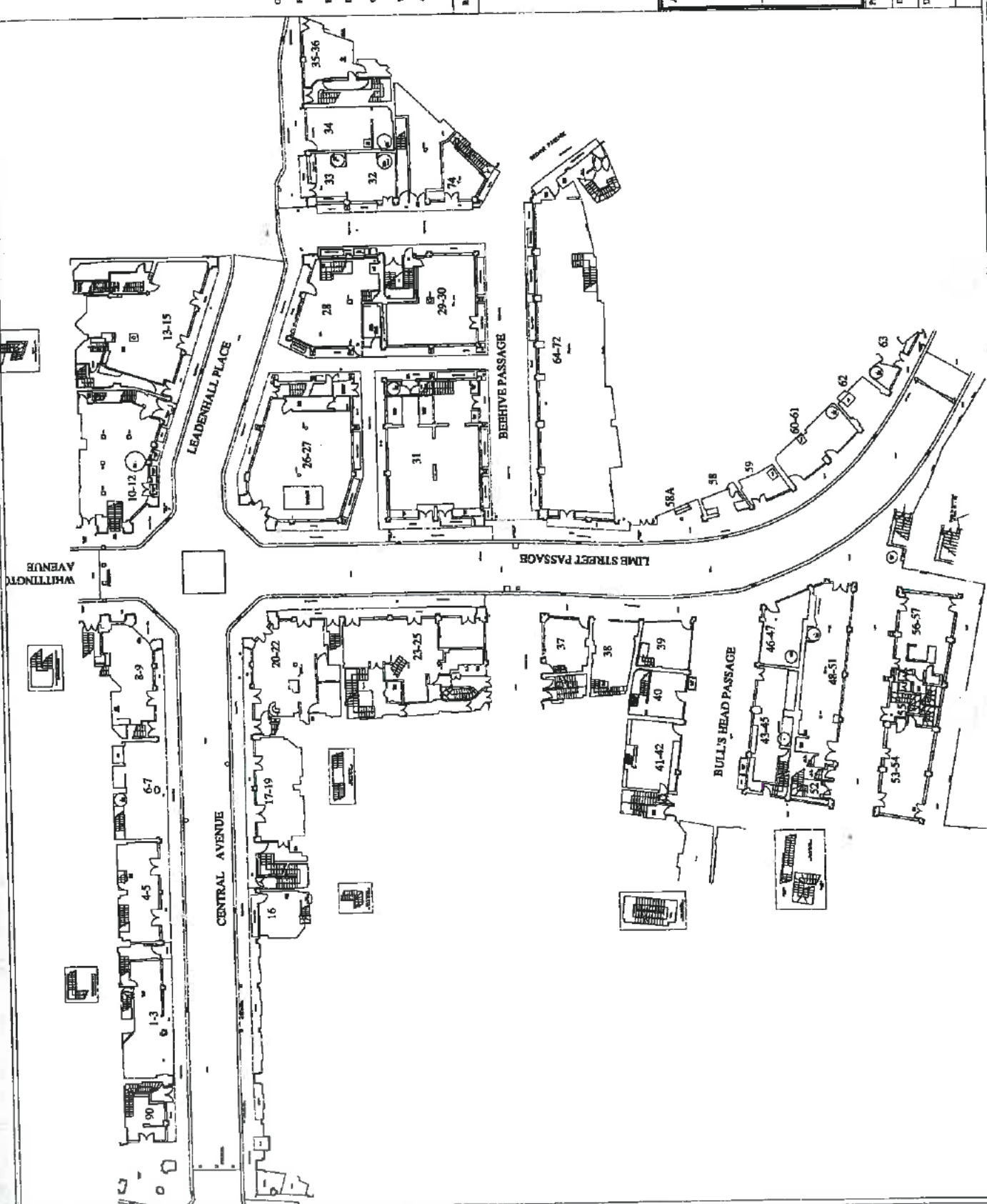
BARNETT WADDINGHAM LLP

Counterpart
Licence permitting a golf simulator
to be placed on land at
Leadenhall Market London EC3

File Ref: PT15000/003/AB/FA

November 2015

K:\PropertyDivision\1OpenJobs\AlanBennetts\PT15000-003-1-Leadenhall Market - Barnett Waddingham
Ltd-Licence\LicenceV1.doc



Rev	Drawn	Date
G	MAJL	Nov 2015
F	MAJL	Mar 2015
E	KT	02/15
D	KT	04/15
C	SFC	09/10
B	KT	05/09
A	SFC	10/08

G A 4 store square area indicated for Golf Simulation Bore.

F Revised of Table Areas attached following consultation with management surveyor.

E Revised of Areas 5/2 amended

D Revised of Areas 14 and 15/1, 15/2 added Drawing title amended.

C Revised of Area 7 and is reduced and new pitch Area 11/1 added.

B Table Area 7 (Lime Street Passage) removed.

A Inclusion of general market wall detail. Detail removed and drawn by Glen Sweeney 2007.



P.G. Bennett, MA (Cantab) FRICS
City Surveyor

CITY SURVEYOR'S DEPARTMENT
Property Projects Group
Pillar & Rosewood Buildings

Address : **Ground Floor
Leadenhall Market,
London, E.C.3.**

Title : **Golf Simulation Events**

Drawn by : MAJL	Drawn by : MAJL
Date : Nov 2015	Date : Nov 2015
Drawing No : 1-C-9394-16	Drawing No : 1-C-9394-16
Revision : A B C D E F G	Revision : A B C D E F G


2. The Licensee shall occupy the Land as a licensee and no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement
3. The Licensor retains control, possession and management of the Land and the Licensee has no right to exclude the Licensor from the Land
4. This Licence is personal to the Licensee who shall not allow the permission to be exercised by any other person other than the Licensee its employees and customers
5. The Equipment may remain on the Land only on the day and at the times specified in Clause 8 and during such hours shall be placed so as to allow the free passage of pedestrians through the Market
6. The Licensee shall ensure that all litter is removed from the Land at the end of the period of this Licence and shall also remove any litter which migrates from the Land to any other part of the Market and make good any damage caused to the Market to the reasonable satisfaction of the Licensor
7. The Licensee shall remove the Equipment from the Land immediately if required to do so so as to allow works in or the use of the Land by the Licensor the police fire and ambulance services any statutory undertaker or telecommunications code operator or builders' vehicles hearses or furniture removal vans
8. The permission will apply from 9am to 4.30pm on 5th November 2015
9. The Licensee shall pay and discharge all taxes rates outgoings and assessments (if any) which are charged or imposed as a result of the permission given to the Licensee by this Licence

10. The Licensee shall obtain all necessary consents including without limitation planning consent that may be required relative to the permission and comply with all bye-laws and statutory requirements relating to the permission
11. The Licensee shall produce to the Licensor prior to the time referred to in Clause 8 details of fully comprehensive public liability insurance currently in force in a sum not less than £5m for each and every claim arising in respect of the installation and use of the Equipment
12. (1) Subject to clause 12(2) the Licensor is not liable for:
 - (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Land; or
 - (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Land; or
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Land in the exercise or purported exercise of the rights granted under clause 1 or as a result of the exercise by the Licensor of any power given to it in this licence
- (2) Nothing in clause 12(1) shall limit or exclude the Licensor's liability for:
 - (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

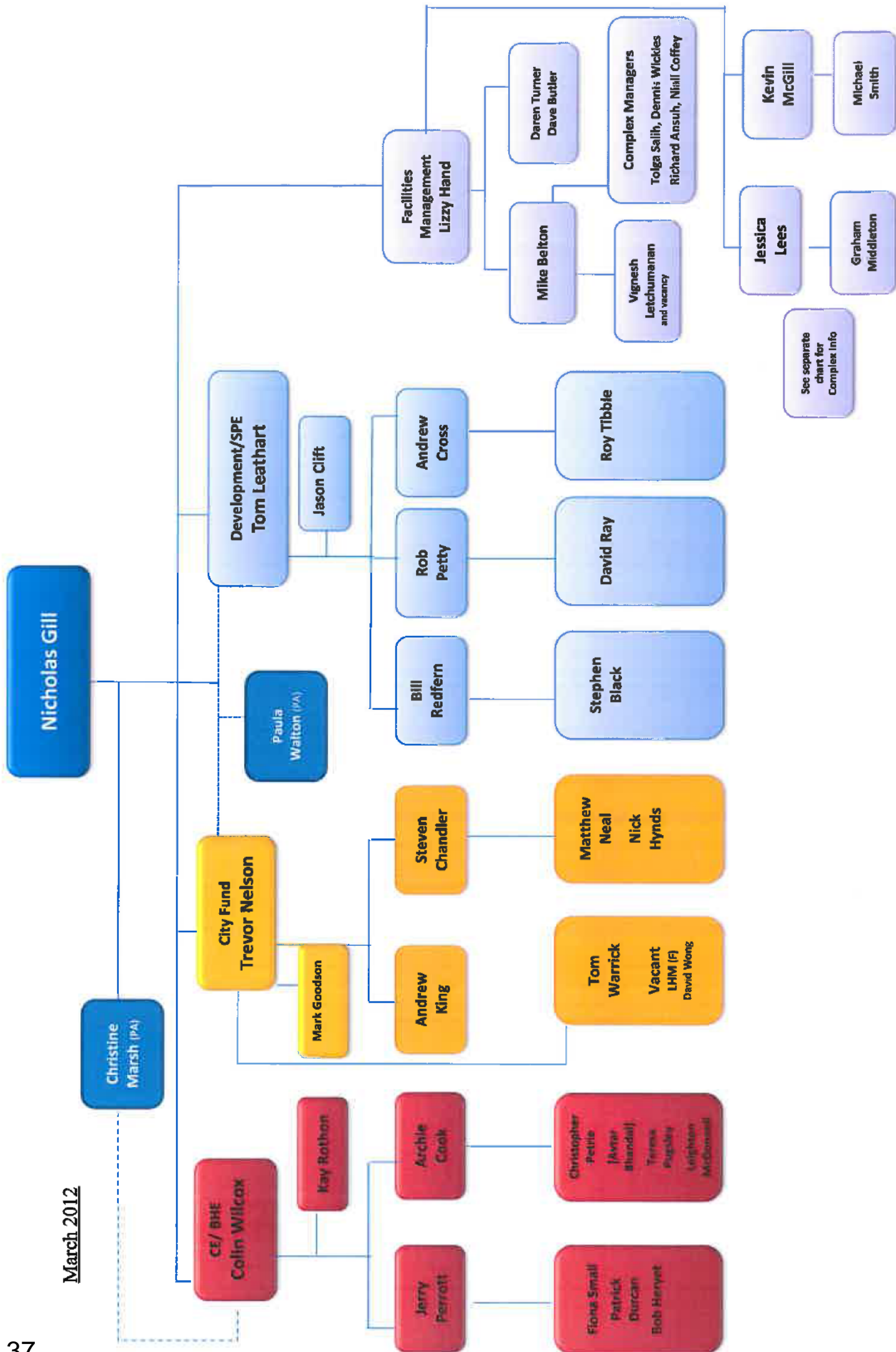
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability
- 13.
 - (1) Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:
 - (a) to the Licensor at Comptroller and City Solicitor, P O Box 270, Guildhall, London, EC2P 2EJ (Ref: PT15000/003/AB)
 - (b) to the Licensee at its registered office address or as otherwise specified by the relevant party by notice in writing to each other party
 - (2) Any notice or other communication shall be deemed to have been duly received:
 - (a) if delivered personally, when left at the address referred to in this clause; or
 - (b) if sent by pre-paid first-class post or recorded delivery at 9.00am on the second working day after posting; or
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed
 - (3) A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail or fax
 - (4) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action
- 14. Any sum payable by the Licensee to the Licensor hereunder is exclusive

of value added tax which the Licensee shall pay in addition to the said sum where appropriate

15. The Licensor gives no warranty that the Land is suitable for the exercise of the permission given by this Licence AND THE Licensee hereby indemnifies the Licensor and shall keep the Licensor indemnified against all losses claims demands actions proceedings damages costs expenses or other liability in any way arising from this Licence any breach of the Licensees obligations herein and/or the exercise of the rights given in Clause 1
16. A person who is not a party of this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence

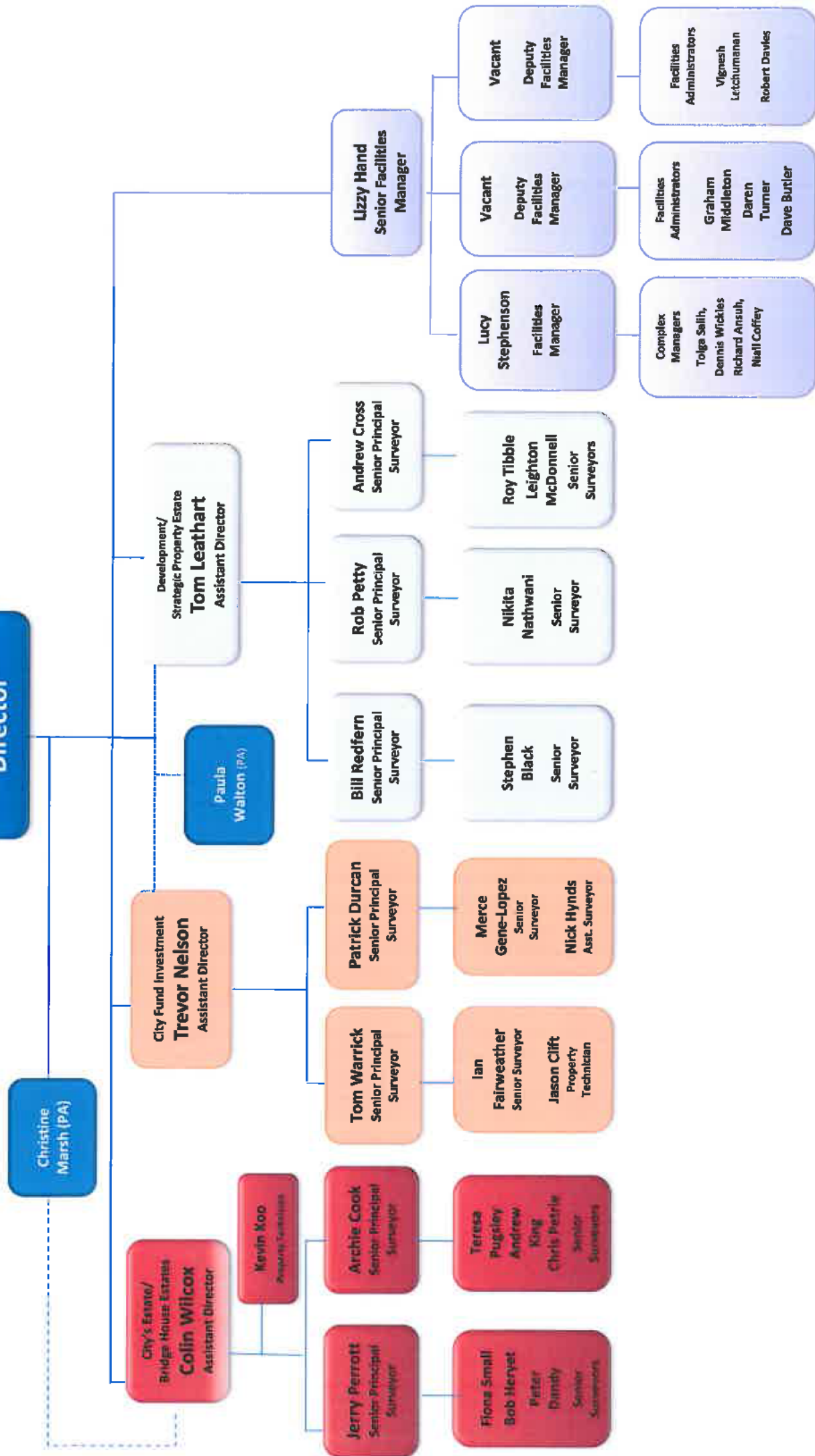
SIGNED by. 
duly authorised for and on behalf
of the Licensee

Investment Property Group



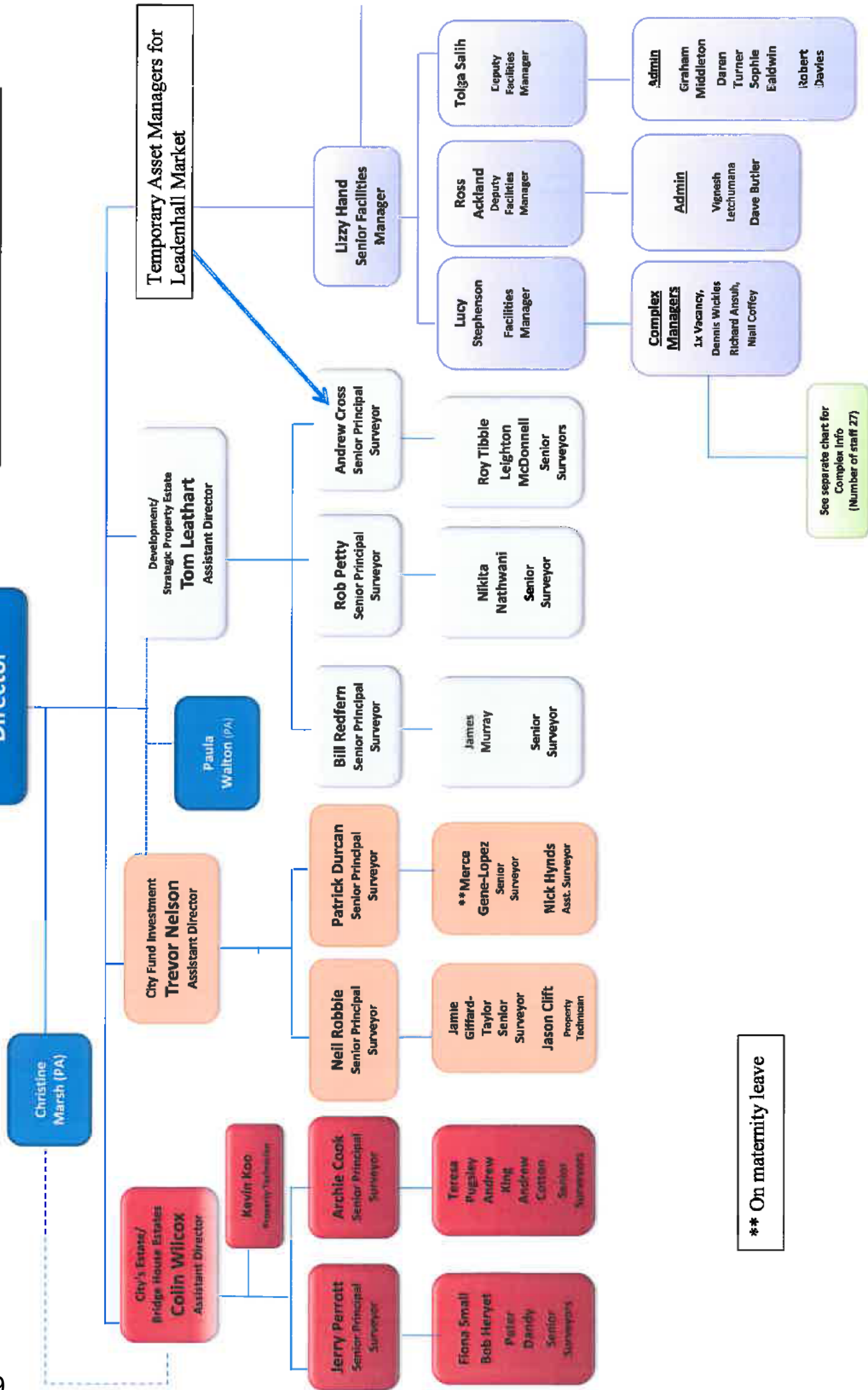
Nicholas Gill Director

Investment Property Group



Nicholas Gill Director

Investment Property Group



**** On maternity leave**

From February 2016

Investment Property Group

Director
Nicholas Gill

Christine
Marsh
PA

Paula
Walton
PA

Tom Leathart
City's Estate
Asst. Director

**Trevor Nelson
City Fund
Investment
Asst. Director

Asst. Director
(Vacant) Bridge House
Estates & Strategic

Kevin Koo
Property
Technician

Jason Clift
Property
Technician

Nick Hynds
Assistant Surveyor

Jerry Perrott
Senior Principal
Surveyor

Bill Redfern
Senior Principal
Surveyor

Neil Robbie
Senior Principal
Surveyor

Andrew Cross
Senior Principal
Surveyor

Rob Petty
Senior Principal
Surveyor

**Archie
Cook
Senior Principal
Surveyor

Lizzy Hand
Senior Facilities
Manager

Fiona Small
Bob Heryet
Peter
Dandy
Senior
Surveyors

Tereta
Pugsley
James
Murray
Senior
Surveyors

Vacancy -
Permanent
Senior
Surveyor
Jennifer
Lewis
Senior
Surveyor

Jamie
Giffard-
Taylor
Leighton
McDonnell
Senior
Surveyors

Vacancy -
Temp Senior
Surveyor
Roy Tibble
Senior
Surveyors

Andrew
Cotton
Andrew King
Senior
Surveyors

Lucy
Stephenson
Facilities
Manager

Tolga Salih
Deputy
Facilities
Manager

Ross
Ackland
Deputy
Facilities
Manager

Complex
Managers
Sarah Goddard
Dennis Wickles
Richard Ansell,
Niall Coffey

Admin
Graham
Middleton
Daren Turner
2 x Vacant

Technical
Admin
Vignesh
Letchumanan
Admin
David Butler

** Retiring 31st March 2016

See separate chart for
Complex Info
(Number of staff 27)