

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:	<p><u>City of London</u></p> <p>Venue Hire £5,000</p> <p>Security £1,000</p> <p>£6,000</p> <p>Leadenhall Market Tenant Compensation:</p> <p>Brokers £1,250</p> <p>Hotel Choc £480</p> <p>Amathus £3,000</p> <p>New Moon £5,500</p> <p>Pizza Express £5,800</p> <p>Chamberlains £6,875</p> <p>Butcher £1,250</p> <p>Chop'd £1,650</p> <p>Cheese £2,000</p> <p>The Lamb £2,000</p> <p>£29,805</p>

AMumford.com

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

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



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

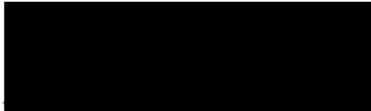
Manhattan Property Code AH900

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 -

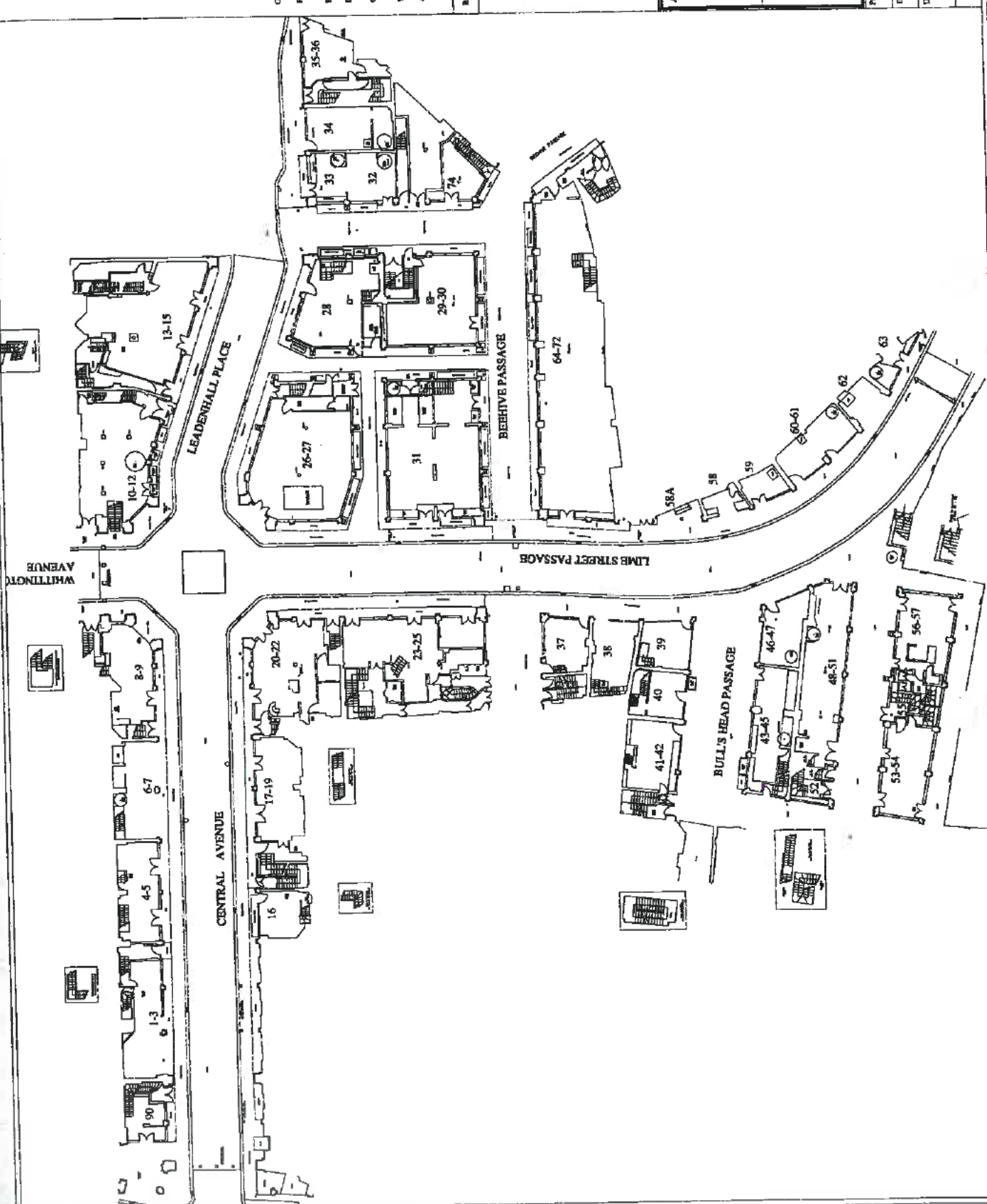
BARNETT WADDINGHAM LLP

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	NTS	2015
F	NTS	2015
E	NTS	2015
D	NTS	2015
C	NTS	2015
B	NTS	2015
A	NTS	2015

A 4 storey square area indicated for Golf Simulation Bore.
 Bore of Table Area indicated following junction from transportation survey.
 Bore of Area 52 amended.
 Bore of Area 14 and 157, 152 added. Drawing title amended.
 Bore of Area 7 and 117 added.
 Table Area 7 (Lime Street Passage) removed.
 Inclusion of general market wall detail.
 Detail removed and drawn by Gita Surveys 2015.



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

CITY SURVEYOR'S DEPARTMENT
 Property Projects Group
 Plans & Research Section

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

Title: **Golf Simulation Events**

Drawn by:	NTS @ A2	Drawn by:	NTS
Date:	Nov 2015	Drawn by:	NTS
Drawing No:	1-C-9394-16	Drawn by:	NTS
Revision:	A B C D E F G	Drawn by:	NTS


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

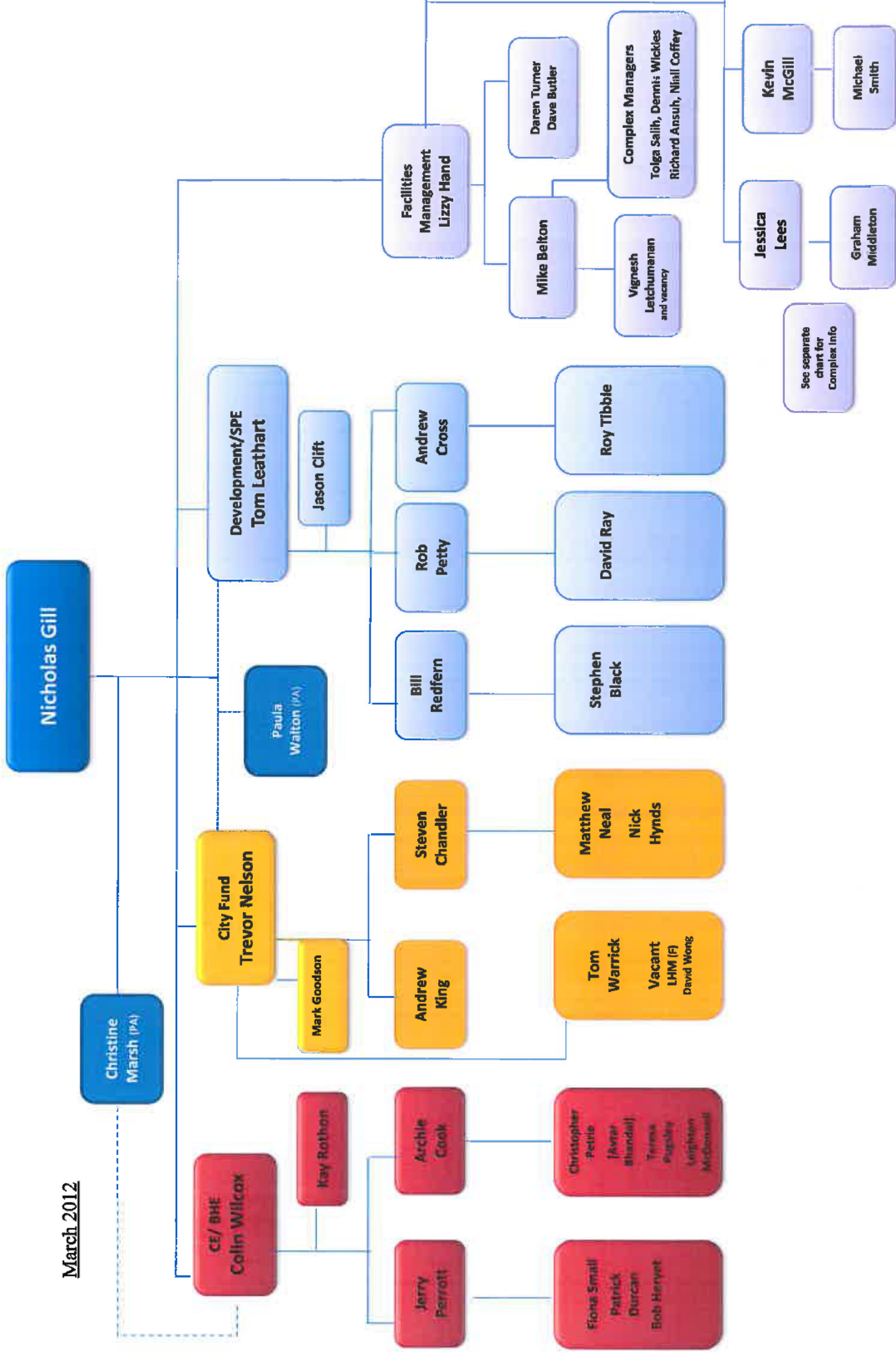
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability
- 13.
 - (1) Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery 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



As at January 2014

Nicholas Gill
Director

Investment Property Group

Christine
Marsh (PA)

City's Estate/
BRIDGE HOUSE Estates
Colin Wilcox
Assistant Director

Kevin Moo
Property Technician

Jerry Perrott
Senior Principal
Surveyor

Fiona Small
Bob Hervet
Peter Dandy
Senior
Surveyors

Archie Cook
Senior Principal
Surveyor

Teresa Pugsley
Andrew King
Chris Petrie
Senior
Surveyors

Tom Warrick
Senior Principal
Surveyor

Ian Fairweather
Senior Surveyor
Jason Clift
Property
Technician

Patrick Durcan
Senior Principal
Surveyor

Merce Gene-Lopez
Senior
Surveyor
Nick Hynds
Asst. Surveyor

Bill Redfern
Senior Principal
Surveyor

Stephen
Black
Senior
Surveyor

Rob Petty
Senior Principal
Surveyor

Nikita
Nathwani
Senior
Surveyor

Andrew Cross
Senior Principal
Surveyor

Roy Tibble
Leighton
McDonnell
Senior
Surveyors

Lucy Stephenson
Facilities
Manager

Complex
Managers
Tolga Salih,
Dennis Wickles
Richard Ansuah,
Niall Coffey

Vacant
Deputy
Facilities
Manager

Facilities
Administrators
Graham
Middleton
Daren
Turner
Dave Butler

Vacant
Deputy
Facilities
Manager

Facilities
Administrators
Vignesh
Letchumanan
Robert Davies

Development/
Strategic Property Estate
Tom Leathart
Assistant Director

Paula
Walton (PA)

As at July 2015

Nicholas Gill
Director

Investment Property Group

Christine
Marsh (PA)

City's Estates/
Bridge House Estates
Colin Wilcox
Assistant Director

City Fund Investment
Trevor Nelson
Assistant Director

Development/
Strategic Property Estate
Tom Leathart
Assistant Director

Temporary Asset Managers for
Leadenhall Market

Kevin Koo
Property Technician

Paula
Walton (PA)

Jerry Parrott
Senior Principal
Surveyor

Archie Cook
Senior Principal
Surveyor

Neil Robbie
Senior Principal
Surveyor

Patrick Durcan
Senior Principal
Surveyor

Bill Redfern
Senior Principal
Surveyor

Rob Petty
Senior Principal
Surveyor

Andrew Cross
Senior Principal
Surveyor

Lizzy Hand
Senior Facilities
Manager

Fiona Small
Bob Hervet
Peter
Dandy
Senior
Surveyors

Teresa
Pugsley
Andrew
King
Andrew
Cotton
Senior
Surveyors

Jamie
Giffard-
Taylor
Senior
Surveyor
Jason Cliff
Property
Technician

**Merca
Gene-Lopez
Senior
Surveyor
Nick Hynds
Asst. Surveyor

James
Murray
Senior
Surveyor

Nikita
Nathwani
Senior
Surveyor

Roy Tibble
Leighton
McDonnell
Senior
Surveyors

Lucy
Stephenson
Facilities
Manager

Ross
Ackland
Deputy
Facilities
Manager

Tolga Salih
Deputy
Facilities
Manager

Complex
Managers
1x Vacancy,
Dennis Wickles
Richard Ansuh,
Niall Coffey

Admin
Graham
Middleton
Daren
Turner
Sophie
Ealdwin
Robert
Davies

Admin
Vignesh
Letchumana
Dave Butler

** On maternity leave

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

From February 2016

Director
Nicholas Gill

Investment Property Group

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

Jamie
Giffard-
Taylor
Leighton
McDonnell
Senior
Surveyors

Vacancy -
Temp Senior
Surveyor

Andrew
Cotton
Andrew King
Senior
Surveyors

Lucy
Stephenson
Facilities
Manager

Tolga Salih
Deputy
Facilities
Manager

Ross
Ackland
Deputy
Facilities
Manager

Technical
Admin
Vignesh
Letchumanan
Admin
David Butler

Admin
Graham
Middleton
Daren Turner
2 x Vacant

Complex
Managers
Sarah Goddard
Dennis Wickles
Richard Ansell,
Niall Coffey

** Retiring 31st March 2016

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