

Execution Version



Contract Reference Number: TfL 93871

DATED 9 April 2021

TRANSPORT TRADING LIMITED
and
LONDON MARATHON EVENTS LIMITED

DELIVERY PARTNER AGREEMENT
RIDELONDON EVENT

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION.....	1
2	COMMENCEMENT AND DURATION	9
3	FINANCIAL SECURITY.....	10
4	DELIVERY PARTNER OBLIGATIONS	10
5	TRAVEL DEMAND MANAGEMENT PROGRAMME	13
6	NON-COMPETE.....	14
7	FEES, EVENT COSTS AND BUDGET	14
8	COMMERCIAL RIGHTS.....	15
9	GOVERNANCE, EVENT & EVENT ROUTE, RISKS & ISSUES AND RECORDS & AUDIT.....	16
10	CRITICAL SUCCESS CRITERIA.....	22
11	INTERVENING EVENTS.....	24
12	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	26
13	THIRD PARTY AGREEMENTS.....	27
14	WORK RELATED ROAD RISK.....	28
15	TTL OBLIGATIONS.....	32
16	PERSONNEL	33
17	TRANSFER REGULATIONS.....	34
18	NON-SOLICITATION.....	34
19	HEALTH AND SAFETY HAZARDS	34
20	INTELLECTUAL PROPERTY	35
21	WARRANTIES & INDEMNITIES.....	42
22	LIMITATION OF LIABILITY	44
23	INSURANCE POLICIES	45
24	DATA PROTECTION.....	46
25	CONFIDENTIALITY AND PUBLICITY	50
26	FREEDOM OF INFORMATION.....	52
27	FORCE MAJEURE	53
28	TERMINATION.....	54
29	CONSEQUENCES OF EXPIRY OR TERMINATION.....	56
30	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	57
31	SUPPLIER DIVERSITY	59
32	FAIR EMPLOYMENT (LONDON LIVING WAGE).....	59
33	ETHICAL SOURCING	60
34	ENVIRONMENTAL IMPACT AND SUSTAINABILITY.....	61
35	ASSIGNMENT	62
36	THIRD PARTY RIGHTS	62
37	CONFLICT OF INTEREST	62
38	STATUS OF THE PARTIES	63
39	ENTIRE AGREEMENT.....	63
40	VARIATION	63

Execution Version

41 WAIVER63

42 SEVERABILITY OF PROVISIONS63

43 COUNTERPARTS AND FURTHER ACTIONS REQUIRED64

44 TTL’S STATUTORY DISCRETION.....64

45 CORRUPT GIFTS & COMMISSION64

46 VAT64

47 NOTICES.....64

48 DISPUTE RESOLUTION PROCEDURE65

49 GOVERNING LAW & JURISDICTION66

SCHEDULE 1 - THE EVENT67

SCHEDULE 2 - EVENT PARAMETERS.....70

SCHEDULE 3 - TRANSFER REGULATIONS85

SCHEDULE 4 - EVENT BUDGET AND AUDITING94

SCHEDULE 5 - EVENT BUDGET TEMPLATE.....102

SCHEDULE 6 - TTL RESERVED MATTERS104

SCHEDULE 7 - EVENT STAKEHOLDERS106

SCHEDULE 8 - COMMERCIAL RIGHTS107

SCHEDULE 9 - SPONSORSHIP POLICY AND PROHIBITED ACTIVITIES.....110

SCHEDULE 10 - CRITICAL SUCCESS CRITERIA AND FINAL REPORTS.....112

SCHEDULE 11 - TTL OBLIGATIONS114

SCHEDULE 12 - GOVERNANCE & APPROVALS PROCEDURES117

SCHEDULE 13 - TERMINATION COMPENSATION.....126

SCHEDULE 14 - KEY PERSONNEL.....128

SCHEDULE 15 - CONTRACT MANAGEMENT129

SCHEDULE 16 - DIRECT VISION STANDARD130

SCHEDULE 17 - SUPPLIER DIVERSITY.....132

SCHEDULE 18 - SUSTAINABLE TIMBER DEFINITIONS.....134

SCHEDULE 19 – FOUNDING STAKEHOLDER MARKS136

THIS AGREEMENT is made on

9 April

2021

BETWEEN

- (1) **TRANSPORT TRADING LIMITED**, a company registered in England and Wales (Company Registration Number 03914810) whose registered office is at 5 Endeavour Square, Stratford, London EC20 1JN (“**TTL**”); and
- (2) **LONDON MARATHON EVENTS LIMITED**, a company registered in England and Wales (Company Registration Number 01528489) whose registered office is at 190 Great Dover Street, London, England, SE1 4YB (the “**Delivery Partner**”).

Each of TTL and the Delivery Partner being a “party” and together being the “parties” for the purposes of this Agreement.

BACKGROUND:

- (A) Transport for London, a statutory corporation governed by the Greater London Authority Act 1999 (as amended) (“**TfL**”), is responsible for managing transport services across London and for implementing the Mayor of London’s transport strategy for London.
- (B) TfL, through its wholly owned subsidiary TTL, has selected the Delivery Partner to budget, plan, manage and deliver the RideLondon event commencing with the event scheduled for Spring/Summer 2022 and the parties have agreed to contract with each other in accordance with the terms and conditions set out below.

In consideration of the mutual covenants and undertakings set out below **THE PARTIES AGREE** as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement unless the context requires otherwise, the following expressions shall have the following meanings:

“**Agreement**” means this Agreement concluded between TTL and the Delivery Partner including the Schedules and Appendices and such variations as shall be agreed in writing by the parties in accordance with the provisions of Clause 40 (Variation);

“**Agreement Information**” shall have the meaning given to it in Clause 25.7;

“**Annual Licence Fee**” has the meaning given to it in Clause 7.1(a)(i);

“**Applicable Laws**” means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities (including TfL) which have the force of law together with any industry codes of practice in effect from time to time;

“**Applicant**” means a person who applies to participate in any part of any occurrence of the Event;

Execution Version

“Approvals Procedure” means the procedure for the approval of certain activities of the Delivery Partner by TTL and a relevant governance body as set out in paragraph 5 of Schedule 12 (Governance and Approvals Procedures);

“Authorised Representatives” shall have the meaning given to it in Clause 9.1;

“Bequest Income” shall have the meaning given to it in Schedule 4 (Event Budget and Auditing);

“Brand Guidelines” means the Event Brand Guidelines and/or the Stakeholder Brand Guidelines;

“Business Day” means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

“Change of Control” means that a person who had Controlled any person ceases to do so, or another person acquires Control of such a person;

“Classique” means a one-day elite world class Women’s event with television coverage described in Schedule 1 Part 1 (Event Description);

“Commencement Date” means the date of this Agreement;

“Commercial Rights” means the rights to exploit and generate revenue from the Event as set out in Schedule 8 (Commercial Rights) and in accordance with Clause 8 (Commercial Rights);

“Concession Fee” has the meaning given to it in Clause 7.1(b);

“Confidential Information” means the provisions of this Agreement and all information which ought, by its nature, reasonably to be regarded as confidential including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors or partners, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

“Consents” means all third-party permissions, consents, approvals, certificates, permits, licences and authorisations which are required, whether in accordance with an Applicable Law, Field of Play Rules or otherwise, for the performance of the Delivery Partner’s obligations under this Agreement, or otherwise in connection with the Event;

“Costs” shall have the meaning given to it in Schedule 4 (Event Budget and Auditing);

“Critical Success Criteria” means the critical success criteria set out in Part 1 of Schedule 10 (Critical Success Criteria and Final Reports) and such other critical success criteria as may be agreed between the parties in writing from time to time;

“Data Protection Legislation” means:

(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

Execution Version

(b) Directive (EU) 2016/680; (the Law Enforcement Directive)

(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Delivery Partner Authorised Representative” means the person appointed by the Delivery Partner as its Authorised Representative in accordance with Clause 9.1;

“Delivery Partner IPR” means any Intellectual Property Rights owned or licensed by the Delivery Partner and used in connection with the Services or the Event whether created before, during or after the Term;

“Dispute Resolution Procedure” means the procedure for resolving disputes set out at Clause 48 (Dispute Resolution Procedure);

“Document” means in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

“Event” means the annual RideLondon event commencing with the First Event as more particularly described in Schedule 1 Part 1 (Event Description);

“Event Budget” means the Delivery Partner’s budget for the delivery of the Event produced and updated from time to time in accordance with Clause 9 and Schedule 4 (Event Budget and Auditing);

“Event Data” means data collected or generated by or on behalf of the Delivery Partner in relation to the Event, data collected from sponsors, broadcasters or other commercial partners or data in relation to the results of any races which form part of the Event;

“Event Footprint” means the start and finish venues and the roads forming the route of the Events.

“Event Marks” means the Event Names and approved logos (including the ‘London’ logo) for each part of the Event, to be set out in the Event Brand Guidelines and any other event names and logos developed from time to time in accordance with Clause 20.1;

“Event Brand Guidelines” has the meaning given to it in Clause 20.18(b);

“Event Names” means the approved name for the Event as a whole and the approved names for each constituent part of the Event as set out in Schedule 2 Part 1 (Event Description);

“Event Objectives” means the overall objectives for the Event as more particularly described in Schedule 1 Part 2 (Event Objectives);

“Event Parameters” means TTL’s requirements for the Event as set out in Schedule 2 (Event Parameters) and as amended by agreement between the parties, along with such other requirements for the Event as may be agreed in writing by the parties;

Execution Version

“Event Participant” means a person who participates in any part of any one or more occurrences of the Event;

“Event Participant Fees” means entry or participation fees paid by Event Participants or Applicants to the Delivery Partner, or such third party as has been nominated by the Delivery Partner for the collection of entry or participation fees, in respect of any part of any one or more occurrences of the Event;

“Event Personal Data” means Personal Data and/or Sensitive Personal Data (as defined in Clause 24.1) collected from Applicants and Event Participants pursuant to or in connection with this Agreement;

“Event Routes” means the routes for the Event as agreed between the parties in accordance with Clauses 9.6 to 9.2525;

“Event Stakeholders” means the Founding Stakeholders and the Key Stakeholders as set out in Schedule 7 (Event Stakeholders);

“Event Sustainability Plan” means the plan and success metrics agreed between the parties in accordance with Clauses 34.4 and 34.5;

“Event Website” means any website(s), including websites on any medium in any form (such as the world wide web or mobile internet), to be designed, developed, implemented and maintained by the Delivery Partner in accordance with this Agreement;

“Event Website URL” means the web address of the RideLondon website as updated from time to time, currently <https://www.myridelondon.co.uk/>;

“Expiry Date” means the date on which this Agreement terminates by passage of time in accordance with Clause 2 (Commencement and Duration);

“Festival Activation” shall have the meaning given to it in Schedule 1 Part 1 (Event Description);

“Field of Play Rules” shall mean those rules applicable to Elite Cycle Road Racing set out in Chapters II and III of the UCI Cycling Regulations relating to Road Races (or such other equivalent governing body or third party rules that the Delivery Partner may select to apply) which apply to the organisation and management of the Event within the Event Footprint;

“Final Report” shall have the meaning given to it in Clause 4.19;

“First Event” means the first occurrence of the Event, anticipated to be in May 2022;

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Force Majeure Event” means any acts, events, omissions, or accidents which are beyond the reasonable control of a party including any riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-

Execution Version

outs or other industrial disputes, death of a member of the royal family or any change in legislation or regulations, or any ruling or omission of any relevant government, court, competent national authority or governing body to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event (an **"Affected Party"**) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it (i) arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact; or (ii) solely results in the loss of income or revenue;

"Founding Stakeholder" means those founding stakeholders listed in Schedule 7 (Event Stakeholders);

"Founding Stakeholder IPR" means any Intellectual Property Rights owned or licensed by TTL or any member of the TfL Group or any Founding Stakeholder provided to the Delivery Partner in connection with this Agreement, whether created before, during or after the Term, including the Founding Stakeholder Marks;

"Founding Stakeholder Marks" means the Founding Stakeholder marks set out in Schedule 19 (Founding Stakeholder Marks);

"FreeCycle" shall have the meaning given to it in Schedule 1 Part 1 (Event Description);

"GLA" means The Greater London Authority whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA;

"Greater London Area" shall have the meaning set out in the Greater London Authority Act 1999;

"Group" means in relation to any company, that company and every other company which from time to time is a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 1159 of the Companies Act 2006);

"Health and Safety Legislation" means all Applicable Laws which have as a purpose or effect the protection or prevention of harm to human health, the environment or health and safety or compensation for such harm which are binding in relation to the Services, the Event and/or the Delivery Partner throughout the Term;

"Information" means information recorded in any form held by TTL or by the Delivery Partner on behalf of TTL;

"Information Request" means a request for any Information under the FOI Legislation;

"Inspiration Ride" shall have the meaning given to it in Schedule 1 Part 1 (Event Description);

"Insurances" means the insurance policies described in Clause 23.1 and 23.2;

"Intellectual Property Rights" means all intellectual property rights whether registered or not and whether capable of registration or not including patents, rights (registered or unregistered) in designs, trade marks, service marks, applications for any of the foregoing, copyright (including copyright in databases and computer programs

Execution Version

and/or software), database rights, topography rights, utility models, trade or business names, domain names, moral rights, rights protecting brand and goodwill and reputation, know-how, and all rights and forms of protection of a similar nature to any of the foregoing subsisting now or in the future having equivalent effect anywhere in the world;

“**Intervening Event**” shall have the meaning given to it in Clause 11.1;

“**Intervention Notice**” shall have the meaning given to it in Clause 11.4;

“**Key Personnel**” means those employees of the Delivery Partner listed in Schedule 14 (Key Personnel) and the Delivery Partner’s Authorised Representative;

“**Key Stakeholders**” means the key stakeholders listed in Schedule 7 (Event Stakeholders);

“**Key Third Party Agreement**” shall have the meaning given to it in Clause 13.1;

“**LMCT**” means The London Marathon Charitable Trust Limited, a registered charity (registered charity number 283813, company number 01550741) whose public address is at Marathon House, 190 Great Dover Street, London, SE1 4YB;

“**LMCT Grant Agreement**” has the meaning given to it in Clause 7.3;

“**New Provider**” means any third party engaged by TTL to supply any Replacement Services;

“**Personnel**” means any persons engaged by the Delivery Partner or consultants of the Delivery Partner in providing the Services including, without limitation, the Key Personnel and the Delivery Partner Authorised Representative;

“**Post Event Services**” means those Services to be provided by the Delivery Partner following the completion of each occurrence of the Event, e.g. reviewing success of the relevant Event and preparing Records and financial reports in relation to the Event;

“**Privacy Policy**” shall have the meaning given to it in Clause 20.8(a);

“**Project Plan**” means the plan or plans for the implementation and/or delivery of the Event and the performance and timing of the Services as developed and agreed by the parties in accordance with Clause 4.5 and as amended by the Delivery Partner from time to time in accordance with Clause 4.6;

“**Records**” shall have the meaning given to it in Clause 9.28(a);

“**Relevant Employee**” shall have the meaning given to it in Clause 18.1(a);

“**Remedial Plan**” shall have the meaning given to it in Clause 11.2(c);

“**Replacement Services**” means services which are the same as or similar to any or all of the Services and which are provided following the termination or expiry of all or a part of this Agreement to replace services formerly provided by the Delivery Partner or any sub-contractors of the Delivery Partner under this Agreement;

“**Required Action**” shall have the meaning given to it in Clause 11.4;

“**Reserved Budgetary Matter**” shall have the meaning given to it in paragraph 4.6 of Schedule 4 (Event Budget and Auditing);

Execution Version

“Retail Price Index” means the General Index of Retail Prices published by the Office for National Statistics or any successor office, department or agency of the Government charged with responsibility for publishing such figures;

“Revenue” shall have the meaning given to it in Schedule 4 (Event Budget and Auditing);

“Risk Register” shall have the meaning given to it in Clause 9.26;

“Royal Parks” means The Royal Parks Limited, a registered charity (registered charity number 1172042, company number 10016100) whose public address is at The Old Police House, Hyde Park, London, W2 2UH;

“Services” means, save for those items which have been specifically designated as TTL Obligations, the planning, management and delivery of the Event and all services provided for under this Agreement or otherwise necessary for or connected with the planning, management and delivery of the Event, including the Post-Event Services and those services as are more specifically described in the Project Plan and/or Transition Plan (as amended from time to time in accordance with the provisions of this Agreement) but excluding the TTL Obligations;

“Services Transfer Date” shall have the meaning given to it in Schedule 3 (Transfer Regulations);

“Stakeholder Brand Guidelines” has the meaning given to it in Clause 20.18(a);

“Strategy Group” means the Strategy Group, as more specifically described in Schedule 12 (Governance and Approvals Procedures);

“Success Criteria Remediation Plan” shall have the meaning given to it at Clause 10.3(b);

“TDM Programme” shall have the meaning given to it in Clause 5.1;

“Term” means the term of this Agreement referred to in Clause 2.1 (subject to the provisions for earlier termination set out in this Agreement);

“Termination Date” means the date with effect from which this Agreement is terminated in part or its entirety by either party in accordance with Clause 28 (Termination) or otherwise;

“TfL” means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“TfL Group” means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the TfL Group” shall refer to TfL or any such subsidiary;

“Third Party IPR” means any Intellectual Property Rights owned by a third party;

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

“Transparency Commitment” means the transparency commitment in accordance with the Local Government Transparency Code 2015 and TTL’s own published transparency commitments;

Execution Version

“TTL Authorised Representative” means the person to be appointed by TTL as its Authorised Representative in accordance with Clause 9.1;

“TTL Event Costs” has the meaning given to it in Schedule 4 (Event Budget and Auditing);

“TTL Obligations” means the TTL obligations set out in Schedule 11 (TTL Obligations);

“TTL Reserved Matters” means those TTL reserved matters set out in Schedule 6 (TTL Reserved Matters) and such other TTL reserved matters as may be agreed in writing by the parties from time to time;

“UCI” means Union Cycliste Internationale;

“Value Added Tax” or “VAT” means Value Added Tax charged in accordance with the Value Added Tax Act 1994 (as amended) and all rules and regulations made under that Act together with any related interest penalties, fines and charges;

“WEE Equipment” means any equipment which falls within the scope of the WEEE Regulations;

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007); and

“Year” means a calendar year.

- 1.2 The headings to Clauses and Schedules are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, unincorporated association, corporation, firm, partnership, joint venture, government, state or agency of state.
- 1.4 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification), whether made before or after the date of this Agreement.
- 1.6 All references in this Agreement to Clauses and Schedules are to the clauses and schedules to this Agreement unless otherwise stated.
- 1.7 In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement shall be as follows:
 - (a) first this Agreement; and then
 - (b) second the Schedules to this Agreement.

Execution Version

2 Commencement and Duration

2.1 This Agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination set out herein) shall continue until whichever of the following is applicable:

- (a) the completion by the Delivery Partner of all Post-Event Services following the Event taking place in 2031; or
- (b) subject to Clause 2.1(c), if (for whatever reason) no Event takes place in 2031, this Agreement shall continue until 31 December 2031; or
- (c) if, due to a Force Majeure Event, an Event is cancelled in any Year and the parties agree to extend this Agreement in accordance with Clause 27.6, this Agreement shall be extended by one (1) Year and will continue until the completion by the Delivery Partner of all Post-Event Services following the Event taking place in 2032; or
- (d) such earlier date as this Agreement may have been lawfully terminated under the terms of this Agreement,

(the “**Term**”).

2.2 TTL cannot guarantee particular dates for any annual occurrence of the Event. The relevant dates will be such Spring/Summer weekend in each Year as is agreed between the Delivery Partner and TTL, acting reasonably, based on such matters as the UCI’s calendar for elite cycling races, the dates of other material events in London and the opinions of relevant Event Stakeholders.

2.3 Without prejudice to any other rights of termination under this Agreement but subject to the provisions of Clause 29, either party may terminate this Agreement by giving notice in writing to the other party no later than 1 September 2024, such termination to take effect upon the earlier of (i) completion of all Post-Event Services following the 2026 Event or (ii) 31 December 2026. In [REDACTED]

[REDACTED]

2.4 Without prejudice to any other rights of termination under this Agreement but subject to the provisions of Clause 29, [REDACTED]

[REDACTED]

F [REDACTED]

2.5 To the extent that the Agreement remains in place during any run-off period, to allow for the completion of the Post-Event Services following the final occurrence of the Event, such additional period shall last only for such time as is required for the Delivery Partner to satisfactorily complete such Post-Event Services. For the avoidance of doubt and without limitation, during any such run-off period, there shall be no restriction whatsoever on the ability of TTL (or any member of the TfL Group or Founding

Execution Version

Stakeholder) to engage with any party in relation to the planning, management or delivery of future occurrences of the Event or an event substantially similar to the Event.

3 Financial Security

3.1 Upon reasonable notice, at TTL's sole cost, TTL reserves the right to carry out such credit checks and investigations into the ongoing financial standing of the Delivery Partner as it considers to be reasonably necessary in order to verify the credit-worthiness of the Delivery Partner and the Delivery Partner shall consent to the carrying out of such credit checks and investigations.

3.2 In the event that:

- (a) the financial standing of the Delivery Partner deteriorates to such an extent that it is reasonable for TTL to anticipate that:
 - (i) the successful delivery of the Event is in jeopardy; or
 - (ii) the Delivery Partner will imminently undergo one or more of the events described at Clause 28.2(c) below,

then the Delivery Partner shall provide such performance bonds, guarantees and/or financial safeguards as TTL may reasonably request taking into account of all the relevant circumstances. In the event that the Delivery Partner fails to provide such performance bonds guarantees and/or financial safeguards within a reasonable time of being requested to do so, then TTL may terminate this Agreement in accordance with Clause 28.3.

4 Delivery Partner Obligations

4.1 The Delivery Partner acknowledges that TTL's main objectives in entering into this Agreement are the Event Objectives. Accordingly, the Delivery Partner shall take account of the Event Objectives in carrying out its obligations under this Agreement, such that the Services are supplied in a manner which is fully consistent with the achievement of the Event Objectives. To the extent that this Agreement does not address a particular circumstance or is otherwise unclear or ambiguous, this Agreement shall be interpreted and construed in light of the Event Objectives.

4.2 Without prejudice to TTL's rights in respect of any breach of this Agreement, the parties acknowledge that whilst the Delivery Partner shall aim to deliver the Event Objectives throughout the Term, the Delivery Partner shall not be in breach of this Agreement solely for failing to have achieved the Event Objectives however if either party reasonably believes that one or more of the Event Objectives may not or has not been achieved for any Event, then the relevant party shall notify the other in full and in writing as soon as reasonably possible and the matter will be referred to the Strategy Group for discussion and to agree (in good faith) a plan to achieve the Event Objectives for the subsequent Events.

4.3 From the Commencement Date and throughout the Term, the Delivery Partner shall provide the Services for the Event in accordance with and subject to the provisions of this Agreement and in particular the Event Parameters and save as otherwise expressly set out in this Agreement, the performance of all of the Delivery Partner's obligations under the Agreement, including the provision of Services and the delivery of the Event, will be at the sole cost of the Delivery Partner.

Execution Version

- 4.4 No additions or amendments to the Event Parameters shall be made by the Delivery Partner without the prior written approval of TTL in accordance with the provisions of paragraph 5 of Schedule 12 (Governance and Approvals Procedure).
- 4.5 Not less than nine (9) months prior to the date of the First Event, the parties will (acting reasonably and in good faith) develop and agree a Project Plan which meets the requirements set out in Schedule 2 (Event Parameters) and thereafter the Delivery Partner shall submit updated Project Plans to TTL and the Strategy Group with such frequency as is agreed between the parties acting reasonably (or, in the absence of such agreement, with such frequency as is commensurate with the meeting schedule for such governance body).
- 4.6 Where any proposed amendment or addition to the Project Plan concerns or materially impacts upon a TTL Reserved Matter, the Delivery Partner must seek approval in accordance with paragraph 5 of Schedule 12 (Governance and Approvals Procedure).
- 4.7 Save for those Consents which are expressly designated as being the responsibility of TTL pursuant to a TTL Obligation, the Delivery Partner shall (at its own cost) obtain and maintain all Consents necessary for the performance of the Services and the delivery of the Event which shall include (but is not limited to):
- (a) approval of Licensing Operating Safety Planning Group, Safety Advisory Groups and Local Safety Advisory Groups to Event and Event Routes;
 - (b) consent from police to race on the highway;
 - (c) permissions from private landowners;
 - (d) entertainment licences (where required);
 - (e) temporary structure licences;
 - (f) Traffic Regulations Orders (subject to TTL Obligations); and
 - (g) spectrum/frequency licences from OFCOM.
- 4.8 Upon reasonable request, the Delivery Partner shall supply to TTL a copy of each Consent obtained and any variation, relaxation or waiver agreed with the relevant authority or third party in respect of any Consent. Where the Consents are the responsibility of TTL, upon reasonable request, TTL shall supply the Delivery Partner with a copy of each Consent obtained and any variation, relaxation or waiver agreed with the relevant authority or third party in respect of any Consent.
- 4.9 The Delivery Partner undertakes throughout the term of the Agreement:
- (a) to provide the Services:
 - (i) with the high degree of skill, care and diligence normally exercised by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources, including project management resources;
 - (ii) in conformance in all respects with all Applicable Laws and the terms of any Consents;
 - (iii) in accordance with Field of Play Rules;

Execution Version

- (iv) in a safe manner and free from any unreasonable risk to any person's health and/or well-being; and
 - (v) in an economic and efficient manner; and
 - (b) to inform TTL promptly, giving details of the circumstances, reasons and likely duration, in the event that it becomes aware of anything which may prevent the Delivery Partner fulfilling its obligations in accordance with this Agreement.
- 4.10 The Delivery Partner will propose and deliver an appropriate and effective travel demand management programme for each Event in accordance with Clause 5 (Travel Demand Management Programme) and paragraph 5 of Schedule 4 (Event Budget and Auditing).
- 4.11 TTL (as part of the TfL Group) is a best value authority for the purposes of the Local Government Act 1999 and as such is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Delivery Partner agrees that it shall, where reasonably requested by TTL, co-operate and consult with TTL so as to enable TTL to carry out, at TTL's cost any relevant best value review in relation to the Services and/or the Event.
- 4.12 Further to Clause 4.11 above, if, following any relevant best value review, TTL, acting reasonably, believes that amendment or addition to this Agreement, the Services, Project Plan may be required, then such amendments or additions shall be discussed and agreed by the parties (such agreement not to be unreasonably withheld or delayed). For the avoidance of doubt, nothing in any best value review shall automatically require or permit any amendments or addition to this Agreement, the Services, Project Plan or, subject to the provisions of Clause 12 (Sub-contracting and Change of Ownership) and Clause 13 (Third Party Agreements), will require the Delivery Partner to change a supplier or contractor with which it is satisfied or prevent it from selecting a supplier or contractor of its choice.
- 4.13 The Delivery Partner shall:
 - (a) ensure that it applies and uses the Event Marks together with the name (and, where appropriate, logo) of any title sponsor:
 - (i) as the sole name for the Event (and each constituent part of the Event);
 - (ii) prominently, in order to identify the Event, on all promotional materials relating to the Event (including advertising, informational and promotional literature, leaflets and maps, press releases, correspondence and other promotional materials issued by or on behalf of the Delivery Partner in relation to the Event);
 - (iii) prominently throughout the locations for the Event and on course and site dressing relating to the Event;
 - (b) otherwise use all reasonable endeavours to promote and maximise the reputation of the Event Marks in relation to the Event; and
 - (c) apply and use the Founding Stakeholder IPR to the extent set out in this Agreement or otherwise agreed between the parties, acting reasonably.

Execution Version

4.14 The Delivery Partner shall not:

- (a) save as expressly provided for under this Agreement, co-brand the Event (or any part of it) or any materials associated with the Event without the prior approval of TTL (in accordance with the Approvals Procedure and which may also be provided in the course of TTL's more general approval of any proposed exploitation of the Commercial Rights); or
- (b) develop, and shall not use in its provision of the Services, any logo or device (other than the relevant Event Mark together with the name and/or logo of any title sponsor), which is specific to the Event or which is (in TTL's reasonable opinion) likely to materially undermine the association in the minds of the public of the Event Marks with the Event, without TTL's prior written approval (which may be withheld in TTL's absolute discretion).

4.15 In the event that the Event or any part of it is postponed or cancelled:

- (a) for any reason whatsoever, and the event cancellation insurance (maintained by the Delivery Partner in accordance with Clause 23.1(c)) covers the Delivery Partner for such losses; or
- (b) as a direct result of the Delivery Partner's default in breach of this Agreement,

the Delivery Partner shall refund all Event Participant Fees (other than fees which have been donated as Bequest Income) which it has received from Event Participants and/or Applicants who are no longer able to participate in the Event (or the relevant part thereof) as a result of the postponement or cancellation, within a reasonable time of the date of postponement or cancellation.

4.16 In the event that the Delivery Partner has failed to refund any such Event Participant Fees within a reasonable time of the date of postponement or cancellation pursuant to Clause 4.15 above, then TTL may itself reimburse the relevant Event Participants and/or Applicants and the Delivery Partner shall provide all such information and support to TTL as is necessary in the circumstances in order to ensure that all relevant Event Participant Fees may be reimbursed.

4.17 Where TTL has reimbursed any Event Participants and/or Applicants pursuant to Clause 4.16 above, then TTL shall be entitled to charge the full value of any reimbursed Event Participant Fees, together with TTL's reasonable administrative and other costs associated with reimbursing the relevant Event Participants and/or Applicants to the Delivery Partner, by recovering the same as a debt due to TTL from the Delivery Partner.

4.18 The Delivery Partner shall provide TTL with copies of the terms and conditions applicable to participation in the Event and shall (as soon as reasonably practicable) inform TTL of any changes to such terms and conditions.

4.19 The Delivery Partner shall provide a report to TTL within five (5) months of the final day of each occurrence of the Event reporting on the elements set in Part 2 of Schedule 10 (Critical Success Criteria and Final Reports) (the "**Final Report**").

5 Travel Demand Management Programme

5.1 The Delivery Partner will propose and deliver an appropriate and effective travel demand management programme ("**TDM Programme**") for each Event, such TDM Programme to be in the best interests of a well-run Event and to include

Execution Version

communications to residents and businesses close to and/or affected by the road closures, local community engagement and a media campaign to alert relevant residents and businesses to the road closures and the impacts of the Event.

- 5.2 The parties shall meet no later than 31 December (or such other date as may be agreed) in each year of the Term to discuss the TDM Programme for the upcoming Event taking the following into account:
- (a) the TDM Programme for each year of the Event should be no less effective than the TDM Programme for the previous Event (or in the case of the First Event, no less effective in London than the TDM Programme for the 2nd day of the RideLondon event held in 2019); and
 - (b) (i) complaints received by Event Stakeholders; and (ii) the report on traffic impacts, in relation to the previous year's Event
- 5.3 Following the meeting in accordance with Clause 5.2, the Delivery Partner will propose an appropriate TDM Programme and the parties will work together to agree and finalise TDM Programme in accordance with the Approvals Procedure by no later than three (3) months prior to the start of the next Event.

6 **Non-Compete**

- 6.1 The Delivery Partner agrees that from the Commencement Date and throughout the Term, it will not be engaged or otherwise involved in the planning, budgeting, management and/or delivery of any other mass-participation cycling or elite cycling event in the Greater London Area without the prior written approval of TTL (not to be unreasonably withheld or delayed).
- 6.2 Notwithstanding Clause 6.1, it is acknowledged and agreed that the Delivery Partner is, during the Term and thereafter, permitted to be engaged or otherwise involved in any other events which are complimentary to the Event which have been agreed by TTL in accordance with the Approvals Procedure.

7 **Fees, Event Costs and Budget**

- 7.1 In consideration of TTL granting to the Delivery Partner the right to utilise the Event Marks and to support the closure of London's roads to stage the Event, the Delivery Partner will pay to TTL:
- (a) on a yearly basis:
 - (i) [REDACTED] (the "Annual Licence Fee") in accordance with Clause 7.2; and
 - (ii) the TTL Event Costs (subject to increase each year after the First Event in line with the Retail Price Index plus 1%) in accordance with paragraph 3 of Schedule 4 (Event Budget and Auditing); and
 - (b) a concession fee of [REDACTED] (the "Concession Fee") in accordance with Clause 7.3.
- 7.2 The Delivery Partner will pay TTL the Annual Licence Fee within ninety (90) calendar days of the final day of each occurrence of the Event (or if such occurrence of the Event does not occur (other than due to a Force Majeure Event), the date on which such occurrence of the Event was scheduled to be completed).

Execution Version

7.3 [REDACTED]

7.4 The Delivery Partner will comply with Schedule 4 (Event Budget and Auditing) and any such other reasonable provisions as may be agreed in writing between the parties in relation to the budgeting of the Event.

7.5 All sums to be paid by the Delivery Partner under this Agreement shall be in pounds sterling and payment shall be made by electronic transfer with any applicable charges on such payments being at the Delivery Partner's expense.

7.6 TTL shall be entitled to charge interest (after as well as before judgment) on any overdue payment at the rate of two percent (2%) per annum above the base rate of HSBC Bank plc from time to time prevailing over the period from which sum was due.

8 Commercial Rights

8.1 TTL and the Founding Stakeholders shall at all times own all rights to exploit or generate revenue from the Event, including the Commercial Rights.

8.2 Save as expressly set out in this Agreement, the Delivery Partner shall not acquire any rights in the Commercial Rights or any other right to exploit or generate revenue from the Event, whether existing before, during or after the Term.

8.3 Subject to the terms of this Agreement and in consideration of the provision of the Services by the Delivery Partner, TTL grants to the Delivery Partner the exclusive right, from the Commencement Date and for the Term, to exploit the Commercial Rights in connection with the worldwide promotion of the Event, including (without limitation) the right before the Commencement Date to sell entries and sponsorship to the Events. In addition to the Commercial Rights, TTL, acting reasonably and without undue delay, shall grant such new benefits and opportunities to the Delivery Partner as may arise in relation to the Event and as are agreed by the parties in writing.

8.4 All rights and opportunities not expressly granted or provided to the Delivery Partner by TTL under this Agreement or as otherwise agreed in writing by the parties in accordance with Clause 8.3 above are reserved by TTL and may be exploited by TTL, any member of the TfL Group and any of the Founding Stakeholders in their absolute discretion provided that they may not do so in a manner that would cause the Delivery Partner to be in breach of any sponsorship or licence agreement granted as part of the Commercial Rights and that was previously notified by the Delivery Partner to TTL as contemplated by this Agreement.

8.5 The Delivery Partner shall not, subject to Clause 8.6, without TTL's prior written approval (which may not be unreasonably withheld or delayed), appoint any sponsor, broadcaster or commercial partner or otherwise exploit the Commercial Rights under this Agreement with any third party whose primary business activity is, or is materially involved in, any of the activities set out in Part A of Schedule 9 (Sponsorship Policy and Prohibited Activities).

Execution Version

- 8.6 The Delivery Partner shall have appropriate regard to the factors listed in Part B of Schedule 9 (Sponsorship Policy and Prohibited Activities) when considering whether to appoint any sponsor, broadcaster, concessionaire or other commercial partner or otherwise when exploiting the Commercial Rights under this Agreement and shall seek TTL's prior written approval (which may be withheld in its absolute discretion) in the event that the relevant third party's involvement in such activities is materially likely to have a material adverse effect on the reputation of any of the Founding Stakeholders, the Event or the Event Marks.
- 8.7 The restrictions in Clauses 8.5 and 8.6 shall not, without prejudice to TTL's rights in relation to TTL Reserved Matters, prevent the Delivery Partner from:
- (a) engaging with:
 - (i) third parties whose primary business activity is the sale of groceries generally, including supermarkets; or
 - (ii) third party companies owning one or more alcohol brands so long as the appointment is in relation to a brand not primarily associated with alcohol;
 - (iii) third party companies owning one or more alcohol brands so long as the appointment is in relation to a brand that is primarily associated with beer or cider; or
 - (iv) third parties whose primary business activity is carrying on business as a retail or investment bank in the UK;
 - (b) arranging reasonable hospitality at appropriate locations during the Event; or
 - (c) accepting entries into any elite event or corporate relay incorporated into the Event from companies or teams whose sponsors that would fall within the restrictions in Clauses 8.5 and 8.6 or from elite teams sponsored or owned by such companies.
- 8.8 The Delivery Partner shall otherwise abide by all obligations and restrictions in relation to the promotion or use of the Commercial Rights as set out in Schedule 8 (Commercial Rights).
- 8.9 In the event that TTL becomes aware that it cannot deliver any of the rights due to the Delivery Partner under this Agreement as a result of a change in Applicable Laws then TTL shall, where reasonably possible and as soon as reasonably practicable, suggest, for the approval of the Delivery Partner (such approval not to be unreasonably withheld or delayed), reasonable substitute rights for the rights which it is unable to deliver. For the avoidance of doubt, except to the extent that TTL is in breach of this Clause 8.9 and, except in the case of a change in Applicable Laws comprising a change in the requirements of TfL that is made other than as a consequence of TfL fulfilling its statutory functions (for which TTL shall be liable), TTL shall have no liability to the Delivery Partner as a result of TTL's inability to deliver any rights as a result of a change in Applicable Laws.

9 Governance, Event & Event Route, Risks & Issues and Records & Audit

Governance and Approvals

- 9.1 Each party shall appoint a senior employee as its representative, who will be

Execution Version

responsible for the performance of this Agreement and will have the authority to liaise with and receive instructions from the other party and make recommendations to the Strategy Board (an “**Authorised Representative**”).

- 9.2 The names and contact details of the initial Authorised Representatives are set out in Schedule 15 (Contract Management). Each party shall notify the other party in advance of any change to the contact details of its Authorised Representative.
- 9.3 TTL and the Delivery Partner shall, and TTL shall procure that the Founding Stakeholders and the TTL Authorised Representative shall, comply with the governance and approvals procedures set out in Schedule 12 (Governance and Approvals Procedures) and such other governance and approvals procedures as may be agreed between the parties in writing.
- 9.4 Where, in accordance with this Agreement, a matter is expressly made subject to the Approvals Procedure, the Delivery Partner shall seek the relevant approval in accordance with Schedule 12 (Governance and Approvals Procedures). TTL shall act without undue delay in considering any other matter subject to approval under this Agreement.
- 9.5 The Delivery Partner shall notify TTL and the Strategy Group in writing of all proposed decisions or other actions which materially impact upon one or more of the TTL Reserved Matters, as soon as is appropriate, taking into account the proposed decision or action in question. No decisions or other actions materially impacting upon any TTL Reserved Matter may be taken without TTL's approval in accordance with paragraph 5 of Schedule 12 (Governance and Approvals Procedure).

Event and Event Routes

- 9.6 The parties acknowledge that as at the Commencement Date a high level description of the Event is set out in Part 1 (Event Description) of Schedule 1 (The Event). Full details of the First Event and Event Routes are to be agreed between the parties in accordance with the provisions of Clause 9.7.

First Event

- 9.7 The parties shall (acting reasonably and without undue delay) seek to agree the details of the First Event and the Event Routes in accordance with the requirements of this Agreement (“**Proposed First Event**”) by no later than [REDACTED].
- 9.8 In the event that the parties, acting reasonably, are unable to reach agreement on the detail of the Proposed First Event by [REDACTED], either party may terminate this Agreement by giving not less than fourteen (14) calendar days written notice.

Event Stakeholder Agreement

- 9.9 Where the parties have agreed the Proposed First Event the parties will discuss in good faith and agree who is best placed to lead on initial consultations with the Event Stakeholders and TTL shall, with the assistance of the Delivery Partner, use its reasonable endeavours to obtain by no later than [REDACTED] either a memorandum of understanding or relevant approvals with each relevant Event Stakeholder (each, a “**Event Stakeholder Agreement**”) to allow for the Proposed First Event and subsequent Events to run on their roads for an initial term of three (3) to five (5) years. Once the Event Stakeholder Agreements are in place, the parties will comply with their obligations to obtain the relevant Consents for such Event and Event Routes pursuant to Clauses 4.7 and 15.1(a).

Execution Version

First Event: Event Stakeholder Agreements, Licences and Consents

- 9.10 If TTL is unable to obtain an Event Stakeholder Agreement or either party is unable to obtain agreement from the relevant Event Stakeholders or the necessary licences and/or Consents for the new Proposed First Event (in accordance with their respective obligations under this Agreement), the parties will work together in good faith to amend the Proposed First Event (following the process set out in this Clauses 9.22 to 9.25) and/or Critical Success Criteria as necessary in order to secure the relevant Event Stakeholder Agreements or other agreements, necessary licences and/or Consents.
- 9.11 Subject to clause 27, If the parties are unable to agree a reasonable alternative for the Proposed First Event which in the reasonable opinion of the Delivery Partner can be delivered and which allows it to meet the Critical Success Criteria (subject to any amendments agreed in accordance with Clause 9.10 and also taking into account the Event Objectives), then this shall be considered a Force Majeure Event and either party may at any time after [REDACTED] give written notice to the other party to terminate this Agreement, such termination to take effect on a date specified in the notice, being not less than fourteen (14) calendar days from the date of the written notice.
- 9.12 Not later than 6 months prior to expiry of the period of approval set out in each of the Event Stakeholder Agreements, TTL will seek to enter into new Event Stakeholder Agreements for the rest of the Term based on the Event at the time. If TTL is unable to secure such Event Stakeholder Agreements, the process in Clauses 9.22 to 9.25 (inclusive) will apply.

Subsequent Events

- 9.13 Within ninety (90) calendar days (or such other times as is agreed by the parties in writing (acting reasonably)) of the completion of each Event, the Delivery Partner shall submit its proposals for the next Event to TTL (including the proposed routes for the next Event).
- 9.14 If no material change to the Event or Event Routes is proposed, the Delivery Partner shall:
- (a) submit a revised Event Budget no less than three months before the next Event in accordance with paragraph 4 of Schedule 4 (Event Budget and Auditing); and
 - (b) propose and agree a TDM Programme in accordance with Clause 5 (Travel Demand Management Programme).
- 9.15 If a material change to the Event or Event Routes is proposed, the parties shall, within a reasonable period of receipt of the Delivery Partner's proposals for the next Event (and in any event, no later than thirty (30) calendar days after receipt of such proposals), meet to discuss and agree in principle the proposed Event and Event Routes for the next Event (both parties acting reasonably and without undue delay but without prejudice to TTL's right of approval in respect of any TTL Reserved Matters or Reserved Budgetary Matters).

Event Budget and TDM Programme

- 9.16 If the parties agree in principle to the proposals for the Event and the Event Routes pursuant to Clauses 9.15 or 9.25, the Delivery Partner will, within sixty (60) calendar days of such agreement in principle, submit to TTL in relation to such proposed Event:

Execution Version

- (a) a revised Event Budget in accordance with paragraph 4 of Schedule 4 (Event Budget and Auditing); and
- (b) its proposal for the TDM Programme in accordance with Clause 5 (Travel Demand Management Programme)

9.17 Within a reasonable period of receipt of the information submitted in accordance with Clauses 9.14 or 0 above (and in any event, no later than thirty (30) calendar days after receipt of such information), the parties will meet to discuss and agree in principle (both parties acting reasonably and without undue delay) the Event Budget and TDM Programme Event for the next Event (provided that any such agreement in principle is without prejudice to TTL's right of approval in respect of any TTL Reserved Matters of Reserved Budgetary Matters).

Event Stakeholders

9.18 Following agreement in principle of the Event and Event Routes and the revised Event Budget pursuant to Clauses 9.15, 9.17 and/or 9.23:

- (a) to the extent that the proposed new Event and/or Event Route is not covered by an existing Event Stakeholder Agreement, the parties will discuss in good faith and agree who is best placed to lead on initial consultations with the Event Stakeholders (including any new stakeholders impacted by the new Event or Event Route);
- (b) TTL (or the Delivery Partner if agreed pursuant to Clause 9.18(a) above) will meet and liaise with all relevant Event Stakeholders to reach an agreement in principle on the proposed new Event and Event Routes and agree any roles and responsibilities of the relevant Event Stakeholders;
- (c) in the event that the parties are unable to secure the necessary agreement in principle from the relevant Event Stakeholders for the proposed Event or Event Routes or are unable to secure such agreement in principle on acceptable terms, then the Delivery Partner shall be entitled to propose such amendments to the proposed Event or Event Routes as necessary in all of the circumstances and will obtain TTL's prior approval to such amendments in accordance with the provisions set out in this Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit) which process may be repeated until the Event Routes are agreed in principle by the relevant Event Stakeholders; and
- (d) once the new Event and Event Routes have been agreed in principle between the Delivery Partner and the relevant Event Stakeholders, the parties will procure the relevant licences and Consents required for the Event and Event Routes pursuant to their respective obligations under Clauses 4.7 and 15.1(a).

Delivering the Event

9.19 For the avoidance of doubt, notwithstanding the Delivery Partner's obligations to procure all necessary licences and/or Consents (save for those Consents which are expressly designated as being the responsibility of TTL pursuant to a TTL Obligation), the Delivery Partner shall at all times be responsible for:

- (a) ensuring that the Event Routes are in such condition as will enable the Event to take place in full compliance with all Health and Safety Legislation in relation to the Event or any part of it and are otherwise suitable for the Event;

Execution Version

(b) [REDACTED]

9.20 Following agreement of the Event and Event Routes, the Delivery Partner will update the Event Budget as necessary in accordance with Schedule 4 (Event Budget and Auditing).

Licences, Consents and Event Stakeholder Agreements

9.21 If TTL is unable to obtain an Event Stakeholder Agreement or either party is unable to obtain agreement from the relevant Event Stakeholders or the necessary licences and/or Consents for the Event and/or Event Routes after the Proposed First Event in accordance with their respective obligations under this Agreement, then:

- (a) the parties will work together in good faith to amend the Event and/or Event Route (following the process set out in this Clauses 9.22 to 9.25) and/or Critical Success Criteria as necessary in order to secure the relevant agreement, necessary licences and/or Consents; and
- (b) if the parties are unable to agree a reasonable alternative which in the reasonable opinion of the Delivery Partner can be delivered which allows it to meet the Critical Success Criteria (subject to any amendments agreed in accordance with Clause 9.21(a) and also taking into account the Event Objectives), then this shall be considered a Force Majeure Event and the provisions of Clause 27 shall apply.

Changes to the Event and Event Routes

9.22 Either party may at any time propose a change to the Event or the Event Routes and shall submit to the other party its proposals for such change.

9.23 The parties shall, within a reasonable period of receipt of the proposals for any change to the Event or the Event Routes (and in any event, no later than thirty (30) calendar days after receipt of such proposals), meet to discuss and agree in principle the proposed changes.

9.24 If either party proposes any changes to the Event or the Event Routes under Clause 9.22, the other party shall not unreasonably withhold or delay its agreement in principle (but without prejudice to TTL's right of approval in respect of any TTL Reserved Matters or Reserved Budgetary Matters) so long as:

- (a) there is adequate time to procure such changes to the Event or the Event Routes and that it is otherwise reasonable in all of the circumstances for such changes to be made to the Event or the Event Routes;
- (b) such change is necessary (in either party's reasonable opinion) for the Delivery Partner to meet the Critical Success Criteria and Event Objectives; and

Execution Version

- (c) such changes are reasonably necessary to ensure that the Event is profitable provided that (i) it still meets the Critical Success Criteria and (ii) it takes into account the Event Objectives.

9.25 If the parties agree in principle to the proposals for any changes to the Event or the Event Routes pursuant to Clause 9.24, the parties will follow the process set out in Clauses 9.15 to 0.

Risks and Issues

9.26 Not less than six (6) months prior to the date of the First Event the Delivery Partner shall develop and thereafter keep updated on an ongoing basis during the Term a document recording all perceived material risks in relation to the Event, including any health and safety or other risks associated with any potential over-subscription of any part of the Event or with Event Participants otherwise attending any part of the Event in greater numbers than expected and including any issues that will or may have a material impact on provision of the Services and the delivery of the Event for that year from time to time, together with the:

- (a) probability of their occurrence (including the categorisation of each risk as low, medium and high level risk (or as otherwise instructed by TTL) based on the probability of its occurrence);
- (b) impact on the Event, Project Plan should they occur; and
- (c) all preventative, reactive and mitigating actions to be taken by the Delivery Partner to prevent their occurrence or minimise the impact should they occur,

(the “**Risk Register**”).

9.27 The Delivery Partner shall submit the Risk Register and updates to it to the Strategy Group in advance of each meeting of Strategy Group or with such frequency as is otherwise agreed in writing by the parties. Where the Delivery Partner has identified any new high level risk or any risk or issue which will or may have an impact upon any of the TTL Reserved Matters (or such other category of risk as TTL may reasonably instruct from time to time) then, the Delivery Partner shall promptly submit additional updated Risk Registers to the Strategy Group. The Delivery Partner shall provide prompt notice to TTL and the Strategy Group of any notices or complaints from regulators relating to the Event, together with any material third party claims or complaints.

Records & Auditing

9.28 The Delivery Partner shall during the Term and for the period of six (6) Years thereafter:

- (a) maintain all such records relating to the provision of the Services, the calculation of Costs and Revenues and/or the performance by the Delivery Partner of its obligations under this Agreement as are necessary to verify compliance with the terms of this Agreement and otherwise as TTL may reasonably require in any form (including any electronic form) from time to time (the “**Records**”);
- (b) subject to Clause 9.29 below, on reasonable request produce the Records for inspection by TTL or, on receipt of reasonable notice, allow or procure for TTL, its employees or authorised representatives, on no more than one occasion per Year, access to any premises where any Records are stored for the

Execution Version

purposes of inspecting and/or taking copies of and extracts of Records free of charge and for the purposes of carrying out an audit of the Delivery Partner's compliance with this Agreement, including all activities of the Delivery Partner, the calculation of the Event Budget and the performance, security and integrity of the Delivery Partner in providing the Services under this Agreement;

- (c) preserve the integrity of the Records in the possession or control of the Delivery Partner and its Personnel and all data which is used in, or generated as a result of, providing the Services and use all reasonable endeavours to prevent any corruption or loss of that data; and
 - (d) provide any assistance reasonably requested by TTL in order to interpret or understand any of the Records.
- 9.29 The Delivery Partner shall ensure that, during any inspection of Records, TTL and/or its authorised representatives receive all reasonable assistance and provide TTL with access to all relevant Personnel, premises, systems, data and other information and records relating to this Agreement (whether manual or electronic) at all locations from which the Services are being performed and any other locations where the foregoing are located.
- 9.30 Without prejudice to Clause 9.28(b) above, in the event of an investigation (based on reasonable grounds) into suspected fraudulent activity or other material impropriety by the Delivery Partner or any material third party, TTL reserves for itself, any auditors or legal advisers of TTL and their respective authorised agents, during the Term and for the period of six (6) Years thereafter, the right of access on reasonable written notice to any Delivery Partner premises and/or any other documents or materials relating to the provision of the Services and the Delivery Partner agrees to render all reasonable assistance to the conduct of such investigation at all times during or after the Term. For the avoidance of doubt, such access shall not be limited to any particular number of occasions in any Year.
- 9.31 TTL shall be responsible for the costs of any auditor or other third party engaged to conduct an inspection or audit under this Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit). Each party shall otherwise meet its own costs in connection with such inspection or audit.

10 Critical Success Criteria

- 10.1 The Critical Success Criteria are set out in Part 1 of Schedule 10 (Critical Success Criteria and Final Reports).
- 10.2 In respect of the Critical Success Criteria:
- (a) the Delivery Partner shall at regular intervals monitor and record its progress against the Critical Success Criteria;
 - (b) the Delivery Partner shall include in the Final Report a report on the Critical Success Criteria elements set in Schedule 10 (Critical Success Criteria and Final Reports);
 - (c) at or within one (1) month of the delivery of the Final Report, the Strategy Group shall take a vote (to be decided by an ordinary majority with the Delivery Partner not voting) with respect to whether the Event in that year of the Term has achieved each of the relevant Critical Success Criteria (and shall communicate such vote to TTL and the Delivery Partner); and

Execution Version

- (d) in the event that TTL or the Delivery Partner does not agree with the result of the Strategy Group's vote, TTL or the Delivery Partner (whichever the case may be) shall inform the other party within seven (7) calendar days of the result of the Strategy Group vote and the dispute shall as soon as reasonably practicable be submitted by the parties to the Dispute Resolution Procedure.
- 10.3 Where either party reasonably believes that one or more of the Critical Success Criteria may not be achieved for any Event, or the Strategy Group has determined in accordance with Clause 10.2(c) that any of the Critical Success Criteria have not been achieved, or it is determined under Clause 10.2(d) that any of the Critical Success Criteria have not been achieved, then:
- (a) the relevant party shall notify the other in full and in writing as soon as reasonably possible upon becoming aware that one or more of the Critical Success Criteria may not be achieved or as soon as possible after any determination under Clauses 10.2(c) or (d);
- (b) within a reasonable time of the issuance of the notice set out in Clause 10.3(a) above, the Delivery Partner shall propose a remediation plan by which it will seek to achieve the relevant Critical Success Criteria (a "**Success Criteria Remediation Plan**") and shall meet with TTL to discuss and agree such proposed Success Criteria Remediation Plan within such time period as is reasonably specified by TTL;
- (c) the Success Criteria Remediation Plan to be agreed by the parties in accordance with Clause 10.3(b) above shall set out, so far as is reasonably possible:
- (i) the remedial action which the Delivery Partner is required to undertake; and
- (ii) the time period which is reasonably necessary for such remedial action in order to achieve the relevant Critical Success Criteria;
- (d) once the Success Criteria Remediation Plan has been agreed in writing by the parties, the Delivery Partner shall implement the Success Criteria Remediation Plan in accordance with its terms;
- (e) in the event that the parties, acting reasonably and without undue delay, are unable to agree a Success Criteria Remediation Plan then the Delivery Partner may proceed with such Success Criteria Remediation Plan as it deems reasonable in all of the circumstances;
- (f) where the Delivery Partner has:
- (i) implemented a Success Criteria Remediation Plan which has been agreed with TTL (acting reasonably and without undue delay) in accordance with its terms, irrespective of whether such Success Criteria Remediation Plan has resulted in the achievement of the relevant Critical Success Criteria or not; or
- (ii) implemented a Success Criteria Remediation Plan which has not been agreed with TTL (acting reasonably and without undue delay) and such Success Criteria Remediation Plan has resulted in the achievement of the relevant Critical Success Criteria,

Execution Version

then, subject to Clause 10.4, the provision and implementation of the relevant Success Criteria Remediation Plan shall be TTL's exclusive remedy in relation to the relevant failure to achieve the Critical Success Criteria.

- 10.4 Notwithstanding the foregoing, in the event that the Delivery Partner has implemented a Success Criteria Remediation Plan which has been agreed with TTL (acting reasonably and without undue delay) and such Success Criteria Remediation Plan has not resulted in the achievement of the relevant Critical Success Criteria, TTL shall be entitled to require the Delivery Partner to meet with TTL in order to discuss and agree a revised Success Criteria Remediation Plan within such time period as is reasonable in all of the circumstances and the provisions of Clauses 10.3(c) to 10.3(f) shall apply to such revised Success Criteria Remediation Plan.

11 Intervening Events

- 11.1 Without prejudice to the other rights or remedies which TTL may have under this Agreement, TTL shall be entitled to take action in accordance with Clauses 11.2 to 11.4 below if TTL reasonably believes that it needs to take action in connection with any of the following circumstances ("**Intervening Events**"):

- (a) where, in the reasonable opinion of TTL, the Risk Register has failed to identify and/or adequately address any actual or potential material risk or issue and the Delivery Partner has failed to remedy, where remedy is practical and reasonable, such failure within fourteen (14) calendar days (or such shorter period as is reasonable in all of the circumstances, having regard to the proximity of the next occurrence of the Event) of notification by TTL of such failure;
- (b) to discharge a statutory duty that is incapable of being discharged by the Delivery Partner or that the Delivery Partner has otherwise failed to discharge within fourteen (14) calendar days (or such shorter period as is reasonable in all of the circumstances, having regard to the proximity of the next occurrence of the Event) of notification by TTL to do so;
- (c) as may be required by the outcome of a statutory inspection or by a regulatory body and the Delivery Partner has failed to comply within fourteen (14) calendar days (or such shorter period as is reasonable in all of the circumstances, having regard to the proximity of the next occurrence of the Event) of notification by TTL to do so;
- (d) as a result of a default by the Delivery Partner which will, in the reasonable opinion of TTL, materially prevent or delay the delivery of the Event or which will in the reasonable opinion of TTL, mean that the Event will only proceed in a materially different form from that which is provided for under this Agreement, and where the Delivery Partner has failed to remedy such default within fourteen (14) calendar days (or such shorter period as is reasonable in all of the circumstances, having regard to the proximity of the next occurrence of the Event) of notification by TTL of such default; and
- (e) where other material circumstances arise which have a material adverse impact upon any TTL Reserved Matter in respect of which it is reasonable for TTL to conclude that remedial action is necessary.

- 11.2 In relation to Intervening Events:

- (a) to the extent reasonably possible (taking into account the Intervening Event in

Execution Version

question) the Delivery Partner shall notify TTL in full and in writing of the circumstances and likely effects of any Intervening Event, or circumstances which, if not remedied in accordance with Clause 11.1 would amount to an Intervening Event, as soon as reasonably possible upon becoming aware that such Intervening Event or circumstances will or are reasonably likely to occur;

- (b) in the case of any Intervening Event arising as a result of the default of the Delivery Partner in breach of this Agreement, the Delivery Partner shall, having regard to all of the circumstances comprising the Intervening Event, use best endeavours to mitigate and, in the case of any other Intervening Event, use all reasonable endeavours to mitigate, the effect of the Intervening Event and facilitate the continued performance of the Agreement and the delivery of the Event;
- (c) TTL may by notice in writing require the Delivery Partner to propose a remedial plan by which the Delivery Partner will seek to resolve or ameliorate the circumstances arising or reasonably foreseeable as a result of the Intervening Event (a "**Remedial Plan**") and to meet with TTL within a time period reasonably specified by TTL, to agree such Remedial Plan;
- (d) the Remedial Plan to be agreed by the parties in accordance with Clause 11.2(c) above shall set out, so far as is reasonably possible having regard to all of the circumstances comprising the Intervening Event:
 - (i) the remedial action which the Delivery Partner is required to undertake;
 - (ii) the date that the Delivery Partner shall be required to commence such remedial action;
 - (iii) the time period which is reasonably necessary for such remedial action in order to remedy or ameliorate (as is agreed between the parties) the circumstances arising or reasonably foreseeable as a result of Intervening Event; and
 - (iv) details as to how the costs of such remedial action will be funded by the Delivery Partner and the associated implications (if any) for the Event Budget; and
- (e) once the Remedial Plan has been agreed in writing by the parties, the Delivery Partner shall implement the Remedial Plan in accordance with its terms.

11.3 Where:

- (a) the parties, acting reasonably and without undue delay, are unable to agree a Remedial Plan in accordance with Clause 11.2 above; or
- (b) any Remedial Plan agreed and implemented in accordance with Clause 11.2 above has, in the reasonable opinion of TTL, failed to satisfactorily resolve or ameliorate the Intervening Event within the time periods set out in such Remedial Plan,

then, except where the matter is urgent (in the reasonable opinion of TTL) and there is insufficient time to do so, the parties shall refer the matter to the Dispute Resolution Procedure to agree a Remedial Plan or to determine whether the Delivery Partner has failed to satisfactorily resolve or ameliorate the Intervening Event within the time

Execution Version

periods set out in such Remedial Plan.

11.4 Further to Clause 11.3 above, where:

- (a) it is resolved that a revised Remedial Plan is necessary or that the Delivery Partner has failed to satisfactorily resolve or ameliorate the Intervening Event in accordance with the Dispute Resolution Procedure; or
- (b) the matter is urgent, in the reasonable opinion of TTL, and there is insufficient time to refer the matter to the Dispute Resolution Procedure,

TTL, acting reasonably, may by notice in writing (an “**Intervention Notice**”) require the Delivery Partner to:

- (i) undertake additional reporting and/or auditing;
- (ii) devise and implement a recovery plan to mitigate the effect of the Intervening Event and to facilitate the continued performance of the Agreement and the delivery of the Event; and/or
- (iii) any other actions as is reasonable in all of the circumstances,

and such action(s) required by TTL in accordance with this Clause 11.4 shall be a “**Required Action**”.

11.5 The Intervention Notice shall set out, so far as is reasonably possible having regard to all of the circumstances comprising the Intervening Event, the following:

- (a) the Required Action which the Delivery Partner is required to undertake;
- (b) the reason for such Required Action;
- (c) the date it wishes the Delivery Partner to commence such Required Action; and
- (d) the time period which it believes will be necessary for such Required Action,

and the Delivery Partner shall thereafter implement such Required Action at its own cost in accordance with the terms of the Intervention Notice.

12 Sub-contracting and Change of Ownership

12.1 The Delivery Partner may delegate or sub-contract to any reputable third party any part, but not all or any substantial part, of its duties or obligations under this Agreement subject to the following conditions:

- (a) the Delivery Partner shall comply with the terms of Clause 13 (Third Party Agreements) below in relation to any sub-contract which is a Key Third Party Agreement;
- (b) the Delivery Partner shall at all times remain liable to TTL for the performance of all of its duties and obligations under this Agreement;
- (c) the Delivery Partner shall appoint sub-contractors who shall provide the relevant sub-contracted goods or services with the level of skill, care and diligence to be expected from a provider of goods or services experienced in the provision of goods or services of the size, type, scope and complexity of the sub-contracted goods or services and in a good and workmanlike manner

Execution Version

taking account of the Event Objectives;

- (d) the Delivery Partner shall procure (unless TTL, acting reasonably agrees otherwise in relation to any sub-contract or class of sub-contracts) that the relevant sub-contract provides that payment by the Delivery Partner to the sub-contractor shall be made no later than thirty (30) calendar days from receipt of a valid and undisputed invoice;
 - (e) the Delivery Partner shall retain the right to terminate any agreement with any such sub-contractor (including in the event of any material breach by the sub-contractor of such an agreement);
 - (f) the Delivery Partner shall ensure that any agreement with a sub-contractor or other third party is on a basis equivalent to an "arm's length" commercial basis (unless agreed otherwise with TTL in writing); and
 - (g) subject to TTL's rights in relation to TTL Reserved Matters and Key Third Party Agreements and to any Required Action, it is accepted and acknowledged by the parties that sub-contractors are subject to change by the Delivery Partner (in the Delivery Partner's sole discretion) from time to time throughout the Term.
- 12.2 The Delivery Partner shall give notice to TTL within ten (10) Business Days where there is any change in the ownership of the Delivery Partner where such change relates to 50% or more of the issued share capital of the Delivery Partner.
- 12.3 Upon the occurrence of the event referred to in Clause 12.2 above, TTL shall have the right (provided such right is exercised within thirty (30) days of the Delivery Partner notifying TTL of the event referred to in Clause 12.2 above) to terminate the Agreement on the expiry of fourteen (14) days written notice.

13 Third Party Agreements

- 13.1 For the purposes of this Agreement, "**Key Third Party Agreements**" are agreements which the Delivery Partner enters into with a third party in connection with this Agreement or the Event which:
- (a) are with the Royal Parks;
 - (b) are the subject of the TTL Reserved Matter; or
 - (c) provide for (or which, taken together with other agreements made by the Delivery Partner with such third party, or a member of such third party's Group) the payment by the Delivery Partner of fees or charges in connection with this Agreement or the Event which are or are likely to be greater than seven hundred and fifty thousand pounds (£750,000) per annum.
- 13.2 The Delivery Partner shall:
- (a) before entering into Key Third Party Agreement in relation to a TTL Reserved Matter, notify the Strategy Group in writing and obtain the written approval of the TTL Authorised Representative (in accordance with the Approvals Procedure) for such Key Third Party Agreement (including the identity of the relevant counter-party and the terms of such Key Third Party Agreement); and
 - (b) before entering into any material variation to a Key Third Party Agreement in relation to a TTL Reserved Matter or terminating any such Key Third Party

Execution Version

Agreement, notify the Strategy Group in writing of such material variation or termination and obtain the written approval of the TTL Authorised Representative (in accordance with the Approvals Procedure).

- 13.3 The Delivery Partner shall create and maintain an accurate and up-to-date log of all Key Third Party Agreements, third party sub-contracts and other agreements entered into in connection with this Agreement and/or the Event, which the Delivery Partner shall make available to TTL on reasonable request from time to time.

14 Work Related Road Risk

- 14.1 For the purposes of Clauses 14.2 to 14.9 (inclusive) of this Agreement, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 14.2(a);
“Approved Progressive Driver Training”	<p>an ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:</p> <ul style="list-style-type: none">(a) Safe Urban Driving (SUD) training or a training course, which in the reasonable opinion of TTL is an acceptable substitute to SUD to be undertaken before the driver operates a Delivery and Servicing Vehicle to deliver the Agreement and thereafter every five (5) years (only applicable to drivers engaged for a continuous period of 90 days or more);(b) a safety related FORS e-learning module to be undertaken once every twelve (12) months;(c) a FORS Security and Counter Terrorism e-learning module to be undertaken once every twenty-four (24) months; and(d) FORS LoCITY for drivers e-learning module to be undertaken once every twenty-four (24) months;
“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding

Execution Version

	3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“Collision Report”	a report detailing all collisions involving directly operated Delivery and Servicing Vehicles used for the Services during the previous twelve (12) months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Delivery Partner who operates Delivery and Servicing Vehicles on behalf of the Delivery Partner while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

Execution Version

“Silver Accreditation”	the silver level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ; and
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 14.8.

Fleet Operator Recognition Scheme Accreditation

14.2 Where the Delivery Partner operates Delivery and Servicing Vehicles to provide the Services, it shall within ninety (90) calendar days after the 2020 Event:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TTL, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
- (b) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Delivery Partner has attained Silver Accreditation or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

14.3 The Delivery Partner shall use its reasonable endeavours to ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Direct Vision Standard (DVS)

14.4 Where applicable, for contracts related to the Services exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries, the Delivery Partner shall use its reasonable endeavours to:

- (a) comply with Schedule 16 (Direct Vision Standard) attached to this Agreement; and
- (b) ensure that:
 - (i) from and including 30 August 2020, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - (ii) from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct

Execution Version

Vision Standard rating 9 April

Driver Training

- 14.5 Where the Delivery Partner directly operates Delivery and Servicing Vehicles to deliver the Agreement the Delivery Partner shall ensure that each of its Drivers engaged for a continuous period of 14 days or more, and shall use reasonable endeavours to ensure all of its other drivers and drivers of any agencies or sub-contractors, attend the Approved Progressive Driver Training throughout the Term of the Agreement.

Collision Reporting

- 14.6 Where the Delivery Partner directly operates Delivery and Servicing Vehicles to provide the Services, the Delivery Partner shall as soon as reasonably practicable following each Event, provide to TTL a Collision Report. The Delivery Partner shall provide to TTL an updated Collision Report within five (5) Business Days of a written request from TTL at any time.

Self-Certification of Compliance

- 14.7 Where the Delivery Partner directly operates Delivery and Servicing Vehicles to provide the Services, as soon as reasonably practicable following the 2020 Event, the Delivery Partner shall provide a written report to TTL detailing its compliance with Clauses 14.2, 14.3, 14.4, 14.5 and 14.6 (as applicable) of this Agreement (the “**WRRR Self-Certification Report**”). The Delivery Partner shall provide updates of the WRRR Self-Certification Report to TTL on each anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Delivery Partner Regarding Sub-contractors

- 14.8 The Delivery Partner shall use reasonable endeavours to ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Agreement:

- (a) Clause 14.2, 14.5, 14.6 and 14.7;
- (b) for Category N2 HGVs – Clause 14.3; and
- (c) for Category N3 HGVs – Clause 14.3 and 14.7 and, where applicable, Clause 14.4;

as if those sub-contractors were a party to this Agreement.

Failure to Comply

- 14.9 If TTL reasonably believes that the Delivery Partner has failed to comply with Clauses 14.2, 14.3 (where applicable), 14.4 (where applicable), 14.5, 14.6, 14.7 and/or 14.8:

- (a) TTL will notify the Delivery Partner in writing giving details of any such alleged failure;
- (b) within a reasonable period of time determined by TTL in its notice provided under Clause 14.9(a) (such period of time to reflect the nature of the alleged failure and the proximity of the Event), the Delivery Partner shall propose a remediation plan by which it will seek to rectify the failings identified by TTL (the “**WRRR Remediation Plan**”) and shall meet with TTL to discuss and agree

Execution Version

such proposed WRRR Remediation Plan within such time period as is reasonably specified by TTL;

- (c) the WRRR Remediation Plan to be agreed by the parties in accordance with Clause 14.9(b) above shall set out:
 - (i) the remedial action which the Delivery Partner is required to undertake; and
 - (ii) the time period which is reasonably necessary for such remedial action in order to address the failings identified by TTL; and
- (d) once the WRRR Remediation Plan has been agreed in writing by the parties, the Delivery Partner shall implement the WRRR Remediation Plan in accordance with its terms and the provision and implementation of the relevant WRRR Remediation Plan shall be TTL's exclusive remedy in relation to the relevant failure to comply with the Clauses stated in Clause 14.

14.10 Notwithstanding the foregoing, in the event that the Delivery Partner has implemented a WRRR Remediation Plan which has been agreed with TTL (acting reasonably and without undue delay) and such WRRR Remediation Plan has not resulted in the compliance of the relevant Clauses, TTL shall be entitled to require the Delivery Partner to meet with TTL in order to discuss and agree a revised WRRR Remediation Plan within such time period as is reasonable in all of the circumstances and the provisions of Clauses 14.9(c) and 14.9(d) shall apply to such revised WRRR Remediation Plan.

14.11 TTL shall not be entitled to require a WRRR Remediation Plan to the extent that the reason for the failure of the Delivery Partner to comply with Clause 14 is that they have failed to obtain Bronze Accreditation in relation to:

- (a) cars; and/or
- (b) in relation to hired vehicles held by the Delivery Partner for less than twenty-eight (28) days,

provided that Clauses 14.9, 14.10 and 14.12 will apply to any other identified failing (notwithstanding that it is acknowledged by TTL that if the failure to comply with Clause 14.2 is due to cars being in scope of FORS, then the Delivery Partner will be unable to comply with Clause 14.2).

14.12 TTL may refuse the Delivery Partner, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TTL for any purpose (including but not limited to deliveries) until a WRRR Remediation Plan has been agreed between the parties.

15 TTL Obligations

15.1 TTL shall:

- (a) during the Term, perform those obligations set out in Schedule 11 (TTL Obligations); and
- (b) supply the Delivery Partner with such information concerning the performance of each TTL Obligation as the Delivery Partner may reasonably request.

15.2 The parties will be responsible for the cost of TTL carrying out the TTL Obligations in

Execution Version

accordance with Clause 7.1(a)(ii) and paragraph 3 of Schedule 4 (Event Budget and Auditing).

- 15.3 Where the Delivery Partner is responsible for costs agreed or incurred by TTL in the performance of the TTL Obligations, then TTL shall:
- (a) to the extent reasonable, consult with the Delivery Partner in relation to such costs before incurring such costs and (where applicable) not unreasonably withhold or delay its approval to the Delivery Partner's proposals for changes to the route to avoid or reduce such costs; and
 - (b) otherwise use its reasonable endeavours to mitigate the level of such costs.

16 Personnel

- 16.1 The Delivery Partner shall:
- (a) ensure that all of the Personnel will be appropriately qualified and experienced to undertake their tasks;
 - (b) ensure that all of the Personnel will use professional skill and care in the provision of the Services and deliver all Services for which they are responsible in a professional, timely and competent manner;
 - (c) provide the Personnel with such training as is appropriate and necessary;
 - (d) ensure that Personnel do not offer, give or agree to give anyone an inducement to confer, or any reward for conferring, any benefit or advantage on the Delivery Partner (or any person, firm or company associated with the Delivery Partner) in connection with this Agreement; and
 - (e) ensure that the Personnel carry out their duties and behave in an orderly and appropriate manner, having regard to the nature of their duties.

Key Personnel

- 16.2 The Delivery Partner acknowledges and accepts that the Key Personnel are essential to the provision of the Services. Accordingly, the Delivery Partner shall:
- (a) notify TTL of the identity of each member of the Key Personnel and procure their or their replacement's availability for the provision of the Services;
 - (b) promptly notify TTL in writing in the event that a member of Key Personnel leaves the employment of the Delivery Partner or is intended to be reassigned or otherwise no longer engaged or materially engaged in the provisions of the Services and provide details of their proposed replacement;
 - (c) promptly notify TTL in writing of the identity of any proposed replacement (where possible prior to his or her engagement) provided that the final decision shall be the Delivery Partner's, in its sole discretion; and
 - (d) ensure that the persons in the roles identified in Schedule 14 (Key Personnel) (or their replacements from time to time) from time to time remain actively involved with the delivery of the Event throughout the Term.

Execution Version

17 Transfer Regulations

- 17.1 The parties agree that to the extent that the Transfer Regulations as amended apply:
- (a) on the Services Transfer Date: the provisions of Clause A20 of Schedule 3 (Transfer Regulations) shall apply; and
 - (b) on the Expiry Date or Termination Date: the provisions of Clause A21 of Schedule 3 (Transfer Regulations) shall apply.
- 17.2 Notwithstanding if the Transfer Regulations do not apply in either case set out in Clauses 17.1(a) or (b) above, and subject to Clause 21.7, the Delivery Partner shall indemnify, keep indemnified and hold harmless TTL from and against all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties which TTL or other member of the TfL Group incur or suffer in relation to the Delivery Partner's Personnel or any person who may allege to be the same (whenever such losses may arise).

18 Non-solicitation

- 18.1 Each party undertakes that, during the Term and for the period of twelve (12) months following expiry or termination of this Agreement, it shall not (except to the extent any such actions are required to fulfil that party's obligations under the Transfer Regulations or under this Agreement) without the prior written approval of the other party:
- (a) make any offer of employment or enter into any discussion or negotiations with a view to making any offer of employment to any person employed by the other party (or in respect of TTL, any member of the TfL Group or any Founding Stakeholder) at any time during the Term and with whom it has had personal contact or dealing (a "**Relevant Employee**");
 - (b) solicit or attempt to solicit services from any Relevant Employee on their own account or entice or attempt to entice any Relevant Employee away from the other party (or, in respect of TTL, any member of the TfL Group or any Founding Stakeholder); or
 - (c) have business dealings with or attempt to have business dealings with any Relevant Employee (other than pursuant to this Agreement).
- 18.2 The provisions of Clause 18.1 above shall not apply if such employee is employed:
- (a) as a result of a response by the Relevant Employee to a public advertisement placed by a party (or, in respect of TTL, any member of the TfL Group or any Founding Stakeholder); or
 - (b) as a result of the operation of the Transfer Regulations; or
 - (c) more than six (6) months after they have ceased to be employee of the relevant employer.

19 Health and Safety Hazards

- 19.1 The Delivery Partner shall at all times comply with, and ensure that the performance of all of the Delivery Partner's obligations under this Agreement and the Event itself complies with all:

Execution Version

- (a) Health and Safety Legislation; and
- (b) legally binding decisions or any mandatory requirements, regulations, orders, instructions, directions or rules of any statutory regulator or other relevant authority relating to health and safety applicable to the provision of the Services and/or the Event.

19.2 The Delivery Partner shall:

- (a) be responsible for ensuring that Personnel and its sub-contractors comply with all Health and Safety Legislation and for the observance by itself, Personnel and its sub-contractors of all current and relevant health and safety precautions reasonably necessary for the protection of itself, Personnel, its sub-contractors and other persons involved in the Event, including all precautions required to be taken by or under any Health and Safety Legislation;
- (b) conduct:
 - (i) and keep under regular review, formal risk assessments of all aspects of the Event in accordance with the requirements of all applicable Health and Safety Legislation; and
 - (ii) testing, examination and other work necessary so far as reasonably practicable to minimise, all risk to health or safety resulting from the Event;
- (c) produce data sheets detailing any hazards associated with the Event, and safe systems setting out how, so far as is reasonably practicable the hazards identified will be minimised, which must be supplied to TTL on request;
- (d) notify TTL of any relevant new hazard or relevant special precaution found to be necessary and any actions required to be taken by TTL and/or other Event Stakeholders;
- (e) notify TTL of all incidents and accidents relating to the Event reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 together with any serious incidents and accidents involving members of the public, employees of the Delivery Partner and their sub-contractors or TTL employees and shall confirm in writing to TTL any action taken by the Delivery Partner or recommended to be taken by TTL to prevent a reoccurrence;
- (f) keep a full record of all incidents and accidents relating to the Event for a minimum of six (6) Years (and in any event, as required by law), which shall be available for inspection by TTL upon reasonable notice; and
- (g) regularly audit compliance with all Health and Safety Legislation and keep records of those audits and supply copies to TTL on request.

20 Intellectual Property

Event Marks

- 20.1 Either party may suggest changes to the Event Marks or propose new Event Marks. Any proposed changes to the Event Marks or any new Event Marks are to be agreed between the parties (both parties acting reasonably). The Delivery Partner shall provide all necessary support and advice in connection with the development of any

Execution Version

new Event Marks.

- 20.2 TTL and the other Founding Stakeholders shall be responsible for all costs and expenses associated with the development, registration and protection from infringement of the Event Marks and with the development of the Stakeholder Brand Guidelines.
- 20.3 Thereafter, the Delivery Partner shall be responsible for all costs and expenses associated with the use of the Event Marks in accordance with the licences granted under this Agreement.

Ownership

- 20.4 Subject to Clause 20.14, the Founding Stakeholders shall own the Intellectual Property Rights subsisting or residing in all:
- (a) Event Marks (save for any Intellectual Property Rights belonging to sponsors); and
 - (b) Founding Stakeholder IPR.
- 20.5 The Delivery Partner shall not acquire any rights in the Event Marks or Founding Stakeholder IPR, save as expressly set out in this Agreement.
- 20.6 As between the parties, the Delivery Partner shall own all the Intellectual Property Rights subsisting or residing in the Delivery Partner IPR.
- 20.7 TTL shall not acquire any rights in the Delivery Partner IPR, save as expressly set out in this Agreement.
- 20.8 With respect to the Event Data and Event Personal Data, it is agreed as follows:
- (a) the Delivery Partner will include the following opt-in messages (or such other message as agreed with TTL from time to time) when collecting Event Personal Data in relation to the Event on all of its registration pages for the Event at the top of any third party consents list but after any tier one sponsor:
 - “Transport for London would like to contact you for the purposes of informing you of TfL services, customer travel information, other events, marketing and statutory purposes. If you would like to receive emails from Transport for London please tick the box”*
 - “The Greater London Authority would like to contact you for the purposes of informing you of Mayor of London initiatives, marketing and statutory purposes. If you would like to receive emails from the Greater London Authority please tick the box”*
 - (b) TTL and the Delivery Partner will agree an appropriate privacy notice (which may be amended from time to time to take account of updated legislation or changes to the purposes for which personal data is to be processed) which the Delivery Partner will publish on the Event Website and make readily available to Applicants or Event Participants via any channel used to collect personal data at any time (the “**Privacy Policy**”);
 - (c) each party shall comply with the provisions of Clause 24 (Data Protection);
 - (d) the Delivery Partner shall own the Event Data and all of the Intellectual Property

Execution Version

Rights in the Event Data and hereby grants to TTL and TfL, a royalty free, perpetual, non-exclusive, irrevocable, non-transferrable (subject to Clause 20.8(d)(ii)) licence to:

- (i) use the Event Data (excluding any Event Personal Data); and
- (ii) in the case of TTL, grant sub-licences in such Event Data to any member of the TfL Group and any of the Founding Stakeholders, provided that TTL shall remain primarily liable for any breach by a member of the TfL Group and/or any of the Founding Stakeholders of the provisions of this Clause 20.8(d),

provided that TTL (and anyone licenced by them) does not use such Event Data nor any Event Personal Data:

- (A) in connection with the promotion or staging of any mass participation event other than the Event; or
 - (B) in connection with any business which is a commercial rival to any sponsor or partner of the Event; and
- (e) it is accepted and acknowledged that the licence granted to TTL pursuant to Clause 20.8(d) shall survive termination or expiry of this Agreement.

Assignment

20.9 In consideration of the mutual covenants and undertakings set out in this Agreement, the Delivery Partner:

- (a) hereby assigns to TTL (subject to Clause 20.22 in relation to Third Party IPR) ownership (for itself and/or for such onward assignment to the Founding Stakeholders as may be agreed between the Founding Stakeholders) of present and future Intellectual Property Rights subsisting or residing in Event Marks;
- (b) agrees to assign to TTL ownership of, and any Intellectual Property Rights subsisting or residing in, the Event Website URL on expiry or termination (whichever is earlier) of this Agreement; and
- (c) undertakes, at TTL's request and cost, to do all such acts and execute all such deeds and other documents, which may reasonably be required, to confirm and perfect the Founding Stakeholders' ownership of all Intellectual Property Rights subsisting or residing in Event Marks and Event Website URL assigned under this Clause 20.9, whether in connection with registration, title or otherwise.

20.10 All assignments of Intellectual Property Rights pursuant to Clause 19.9 above shall be with full title guarantee, free from encumbrances and include the right to take action for any past, present and future damages and other remedies in respect of any infringement.

Waiver of Moral Rights

20.11 To the extent permitted by Applicable Laws, the Delivery Partner hereby waives and confirms it has obtained all necessary waivers in relation to all moral rights comprised in any Intellectual Property Rights assigned to TTL pursuant to Clause 20.9 above.

Execution Version

Licensing of Intellectual Property Rights

20.12 Subject to Clauses 20.13 to 20.21 below, TTL hereby grants to the Delivery Partner a royalty free, non-exclusive, non-transferrable licence to use during the Term of the Agreement the:

- (a) Event Marks; and
- (b) Founding Stakeholder IPR provided to the Delivery Partner by TTL,

solely to the extent necessary for the purpose of Delivery's Partner's provision of the Services and exercise of its rights under this Agreement and, in each case, with the right to grant sub-licences that do not exceed the rights granted pursuant to this Clause 20.12 to its sub-contractors, sponsors, partners and suppliers. The parties acknowledge and agree that the licence included in this Clause 20.12 includes the right to use the Event Marks, together with any Founding Stakeholder IPR which the relevant Founding Stakeholder agrees may be incorporated into and exploited as part of such Event Marks, to the extent necessary to fully exploit the Commercial Rights (but, for the avoidance of doubt, the Delivery Partner shall have no other right to exploit Founding Stakeholder IPR).

20.13 The Delivery Partner shall not (and shall use its reasonable commercial endeavours to procure that its sub-contractors, sponsors, partners and suppliers shall not), without the prior written approval of TTL (such approval not to be unreasonably withheld or delayed), use or apply:

- (a) Event Marks; or
- (b) Founding Stakeholder IPR,

for any purpose other than as expressly set out in Clause 20.12. For the avoidance of doubt, and without limitation, the Delivery Partner shall not (and shall use its reasonable commercial endeavours to procure that its sub-contractors, sponsors, partners and suppliers shall not) use or apply Event Marks or Founding Stakeholder IPR in relation to any event (including any event similar to the Event taking place outside of London) other than the Event.

20.14 For the duration of the Term TTL, and any member of the TfL Group or other Founding Stakeholder, shall not be permitted to use, license, assign or exploit Event Marks save only to promote the Event and their connection with it.

20.15 The licence granted pursuant to Clause 20.12 above is personal and the Delivery Partner shall (and shall procure that the sub-contractors, sponsors, partners and suppliers shall) not assign, mortgage, charge, grant any sub-licences (except as expressly permitted in Clause 20.12 above), liens or other rights, or otherwise encumber the Founding Stakeholder IPR or Event Marks or otherwise part with ownership of that licence.

20.16 Without prejudice to any other remedy of TTL, TTL may immediately terminate this Agreement by written notice if the Delivery Partner challenges the validity of the Event Marks or any Founding Stakeholder IPR.

20.17 The Delivery Partner hereby grants to TTL a royalty-free, non-exclusive, non-transferable licence during the Term (solely in relation to the Event) to:

- (a) use or apply the Delivery Partner IPR used by or on behalf of the Delivery

Execution Version

Partner in connection with the Services (excluding the Event Data) solely to the extent necessary for the purpose of:

- (i) receiving the Services from the Delivery Partner;
- (ii) exercising any rights or performing any obligations of TTL under this Agreement (where TTL is entitled to exercise such rights or perform such obligations), including any rights under:
 - (A) Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit);
 - (B) Clause 11 (Intervening Events); and/or
 - (C) Clause 29 (Consequences of Expiry or Termination);
- (b) disclose, copy and reproduce, the Delivery Partner IPR used by or on behalf of the Delivery Partner in connection with the fulfilment of this Agreement (excluding the Event Data) as reasonably necessary for the purposes envisaged under Clause 20.17(a) above; and
- (c) grant sub-licences similar to that granted to TTL under Clause 20.17(a) and 20.17(b) above to any member of the TfL Group and to third parties (working with or on behalf of TTL), including the Founding Stakeholders, for the purposes envisaged under Clauses 20.17(a) and 20.17(b) above (provided that TTL shall remain primarily liable for any breach by a member of the TfL Group and/or third parties (working with or on behalf of TTL), including the Founding Stakeholders of the provisions of this Clause 20.17).

Branding Guidelines

20.18 The parties agree that there will be two sets of branding guidelines:

- (a) the branding guidelines to be developed and agreed between the parties when a tier 1 sponsor has been appointed which will set out how the Founding Stakeholder Marks and other Event Stakeholder logos are to be used in relation to the Event and how they are to be placed in relation to each other (the “**Stakeholder Brand Guidelines**”) on the basis that the Founding Stakeholder Marks will feature prominently throughout the Event footprint and in all marketing material; and
- (b) branding guidelines (to be developed and agreed between the parties and the tier 1 sponsor when that sponsor has been appointed) which will set out what the Event Marks and the tier 1 sponsor logos are integrated, and how these are used in conjunction with the Founding Stakeholder Marks and the other third party marks (the “**Event Brand Guidelines**”). In the event of a dispute the parties shall choose the solution that has no adverse affect on the commercial value to the tier 1 sponsor,

together, the “**Brand Guidelines**”.

20.19 The Delivery Partner shall (and shall procure that its sub-contractors, sponsors, partners and suppliers shall):

- (a) only exercise its rights under Clause 20.12 above in accordance with the Brand Guidelines;

Execution Version

- (b) follow the Approvals Procedure with respect to any proposed use and/or application outside of the Brand Guidelines of any of the Event Marks (save, without prejudice to Clause 25.6(c), for the use and/or application of any Event Name(s) alone, in the absence of any other Event Mark) or the Founding Stakeholder IPR and the Delivery Partner shall not use and/or apply and/or publish any materials featuring or incorporating any such Event Marks (which are subject to the provisions of this Clause) or Founding Stakeholder IPR outside of the Brand Guidelines without having first obtained the written approval of TTL for that particular use and/or application and/or those particular materials (as the case may be) in accordance with the Approvals Procedure; and
 - (c) not alter the Event Marks or Founding Stakeholder IPR without the prior approval of TTL in accordance with paragraph 5 of Schedule 12 (Governance and Approvals Procedure).
- 20.20 TTL and the Delivery Partner agree that the Brand Guidelines will need to be updated from time to time and the parties will work together to develop and approve updated Brand Guidelines in accordance with paragraph 5 of Schedule 12 (Governance and Approvals Procedure) provided that any updates to the Brand Guidelines shall not:-
- (a) adversely affect the commercial value the tier one sponsor pays to the Delivery Partner; or
 - (b) cause or be likely to cause the Delivery Partner to be in breach of the terms of its agreement with the tier one sponsor.
- 20.21 Notwithstanding Clause 20.19(a), in the event of any changes to the Stakeholder Brand Guidelines during the Term, TTL shall provide reasonable notice such that the Delivery Partner has such time as is reasonable in all the circumstances to implement such changes, before they come into effect. In the event any change is in relation to Founding Stakeholder Marks, TTL will reimburse the Delivery Partner's reasonable costs (such costs to be agreed in advance between the parties) incurred in relation to such changes to the Founding Stakeholder Marks.

Third Party IPR

- 20.22 The Delivery Partner shall use all reasonable endeavours to:
- (a) in respect of any Third Party IPR included within the licences granted to TTL by the Delivery Partner under Clause 20.17, ensure that the Delivery Partner has obtained all licences from such third parties necessary to enable the Delivery Partner to grant such licence to TTL;
 - (b) ensure that each relevant third party has assigned in writing to the Delivery Partner ownership of all present and future Intellectual Property Rights necessary or desirable to give effect to the assignment set out in Clause 20.9(a) above (and has agreed in writing with the Delivery Partner or sub-contractor to perfect such assignment as envisaged under Clause 20.9(a) above), prior to the creation of such Intellectual Property Rights; and
 - (c) where it is either not possible to secure an assignment in respect of Third Party IPR in accordance with Clause 20.9(a) or it is not, acting reasonably and in accordance with good industry practice, possible to secure such an assignment at reasonable rates, the Delivery Partner shall obtain TTL's approval (in accordance with the Approvals Procedure) of the relevant usage restrictions

Execution Version

and shall subsequently obtain such licence from the relevant third party as is necessary to enable the Delivery Partner to grant a licence to TTL and the TfL Group for the approved usage restrictions.

Deliver up Intellectual Property Rights

20.23 The Delivery Partner shall promptly following a written request by TTL and in any event upon expiry or termination of this Agreement for any reason whatsoever, deliver up to TTL (or TTL's nominee) all Event Marks and Founding Stakeholder IPR.

20.24 TTL shall promptly following a written request by Delivery Partner and in any event upon expiry or termination of this Agreement for any reason whatsoever, deliver up to the Delivery Partner (or the Delivery Partner's nominee) all Delivery Partner IPR.

IPR Warranties

20.25 Subject to Clause 20.26 below, the Delivery Partner warrants that:

- (a) the Delivery Partner's (or any sub-contractors, sponsors, partners and suppliers) performance of its obligations under this Agreement;
- (b) the use by any member of the TfL Group of the Intellectual Property Rights in accordance with this Agreement granted, assigned or licensed to any one or all of them pursuant to this Clause 20;
- (c) the Delivery Partner IPR;
- (d) the Event Data (save for any Event Data created by TTL, a member of the TfL Group or any third party engaged by TTL); and
- (e) the Event Marks (save for any Event Marks created by TTL, a member of the TfL Group or any third party engaged by TTL),

shall not infringe the Intellectual Property Rights of any third party.

20.26 The parties agree that the warranties in Clause 20.25 above shall not apply if and to the extent that any infringement arises in respect of use of the Delivery Partner IPR by a member of the TfL Group in contravention of the terms of the licences granted under Clause 20.17 above.

20.27 Subject to Clause 20.28 below, TTL warrants that:

- (a) TTL's (or any member of the TfL Group's) performance of its obligations under this Agreement;
- (b) any Event Marks created by TTL, a member of the TfL Group or any third party engaged by TTL (other than the Delivery Partner); and
- (c) the Founding Stakeholder IPR,

shall not infringe the Intellectual Property Rights of any third party.

20.28 Subject to Clause 20.29 below, TTL further warrants that:

- (a) a Founding Stakeholder is the owner of or controls or can license to TTL and TTL can license to the Delivery Partner, as contemplated by this Agreement, all Intellectual Property Rights and any other rights in the stylised 'London' logo

Execution Version

incorporated in the Event Mark;

- (b) following the assignment in Clause 20.9, TTL will retain the right to license to the Delivery Partner, as contemplated by this Agreement, all Intellectual Property Rights and any other rights in the Event Marks (except to the extent that the Delivery Partner is in breach of Clause 20.9);
- (c) neither it nor the owner of the Intellectual Property Rights have entered or will enter into any agreement with a third party which is inconsistent with licences at Clause 20.12; and
- (d) neither it nor the owner of the Intellectual Property Rights shall grant any rights in the Event Mark (or any part of the Event Mark including the stylised 'London' logo incorporated into the Event Mark) to any entity that stages or organises a cycling event or mass participation sporting event or for use on any clothing or merchandise.

20.29 The parties agree that the warranties in Clauses 20.25 to 20.28 above shall not apply if and to the extent that any infringement arises in respect of use of the Event Marks or Founding Stakeholder IPR by the Delivery Partner in contravention of the terms of the licences granted under Clause 20.12 above.

Infringement

20.30 Each party shall promptly notify the other of any threatened or actual infringement of the Event Data, Event Marks, Founding Stakeholder IPR or Delivery Partner IPR or claim or allegation that the Event Data, Event Marks, Founding Stakeholder IPR or Delivery Partner IPR may infringe and shall, if requested by the other party, meet with the other party to discuss the action each party proposes to take in respect of such infringement, claim or allegation.

20.31 The Delivery Partner shall have no right to bring proceedings for trade mark infringement in its own name in relation to any infringement of the Event Marks or any Founding Stakeholder trade marks licensed to the Delivery Partner as part of the Founding Stakeholder IPR (under section 30 of the Trade Marks Act 1994 or otherwise).

20.32 The Founding Stakeholders may (but are not obliged to) at their own cost take action in relation to any threatened or actual infringement of the Event Marks or any Founding Stakeholder trade marks licensed to the Delivery Partner as part of the Founding Stakeholder IPR and, in the event of any such action, shall retain all settlements, damages and costs awards.

21 Warranties & Indemnities

21.1 Each party warrants and represents that:

- (a) it has full capacity and all necessary licences, permits and consents to enter into and to perform this Agreement;
- (b) this Agreement is executed by a duly authorised representative of that party; and
- (c) in performing its obligations and exploiting the rights granted under this Agreement it will comply with all Applicable Laws.

Execution Version

- 21.2 The Delivery Partner warrants and represents that:
- (a) it has not entered into any agreement with a third party which is inconsistent with the terms of this Agreement; and
 - (b) neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with TTL entering into this Agreement.
- 21.3 Subject to Clause 21.4, in addition to any other remedy available to TTL, the Delivery Partner is responsible for and shall indemnify, keep indemnified and hold harmless each of TTL and each member of the TfL Group (including their respective directors, officers, employees, sub-contractors and agents) (“the **TTL Indemnified Party**”) from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser’s fees and disbursements), interest and penalties which the TTL Indemnified Party incurs or suffers howsoever arising whether wholly or in part resulting from:
- (a) any breach or negligent performance of the Agreement by the Delivery Partner (or any of the Delivery Partner’s Personnel) (including in each case any non-performance or delay in performance of the Agreement); or
 - (b) any breach of statutory duty, misrepresentation or misstatement by the Delivery Partner (or any of its employees, agents or sub-contractors).
- 21.4 The Delivery Partner is not responsible for and shall not indemnify TTL for any losses to the extent that such losses arise out of the performance or non-performance of TTL of its obligations as set out in Schedule 11 (TTL Obligations).
- 21.5 Subject to Clause 21.6, TTL is responsible for and shall indemnify, keep indemnified and hold harmless the Delivery Partner (including their respective directors, officers and employees) (“the **Delivery Partner Indemnified Party**”) from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser’s fees and disbursements), interest and penalties which the Delivery Partner Indemnified Party incurs or suffers howsoever arising whether wholly or in part resulting from:
- (a) any breach or negligent performance of the Agreement by TTL (or any of TTL’s Personnel); or
 - (b) any breach of statutory duty, misrepresentation or misstatement by the TTL (or any of its employees, agents or sub-contractors).
- 21.6 TTL is not responsible for and shall not indemnify the Delivery Partner for any losses to the extent that such losses arise out of the performance or non-performance of the Delivery Partner of any of its obligations under this Agreement.
- 21.7 In the event of any claim by TTL under an indemnity in this Agreement, TTL shall:
- (a) promptly notify the Delivery Partner in writing of the claim;
 - (b) reasonably consult with the Delivery Partner as to the conduct of the relevant claim;
 - (c) not make any admissions which may be prejudicial to the defence or settlement

Execution Version

of the claim without the prior written approval of the Delivery Partner;

- (d) provide the Delivery Partner with the assistance, Information and authority necessary to perform the above (and reasonable out-of-pocket expenses incurred by TTL in providing such assistance will be reimbursed by the Delivery Partner).

21.8 In the event of any claim by the Delivery Partner under an indemnity in this Agreement, the Delivery Partner shall:

- (a) promptly notify TTL in writing of the claim;
- (b) reasonably consult with TTL as to the conduct of the relevant claim.

22 Limitation of Liability

22.1 Nothing in this Agreement shall exclude or limit liability of either party in respect of:

- (a) personal injury or damage to property arising from any act or omission of the Delivery Partner or breach of this Agreement by the Delivery Partner or any of its employees, agents or sub-contractors;
- (b) fraud, fraudulent misrepresentation or fraudulent misstatement by TTL, the Delivery Partner or any of their employees, agents or sub-contractors;
- (c) any claim by a third party to the extent it relates to a breach or alleged breach of Clause 20.25 (IPR Warranties);
- (d) a breach of Clause 24 (Data Protection) below or any claim by a third party resulting from a breach of Clause 24 (Data Protection);
- (e) the indemnity at Clause 17.2;
- (f) death or personal injury resulting from that party's negligence; or
- (g) for any liability which cannot be excluded by law.

22.2 Subject to Clause 22.1 above, neither party will be liable to the other under or in relation to this Agreement for:

- (a) loss of goodwill;
- (b) loss of reputation;
- (c) loss of anticipated savings; or
- (d) loss of profit.

22.3 Subject to Clauses 22.1 and 22.2 above, the total liability of each party (including, in the case of TTL, the TTL Group and each of the Founding Stakeholders) in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement shall not exceed [REDACTED] over the Term.

22.4 Notwithstanding Clause 36 (Third Party Rights) a Founding Stakeholder may enforce the terms of this Clause 22 in accordance with the Contracts (Rights of Third Parties) Act 1999.

Execution Version

23 Insurance policies

- 23.1 The Delivery Partner shall throughout the Term have and maintain the following Insurances with insurers of repute at its own cost:
- (a) public liability insurance to a limit of not less than [REDACTED] an each and every occurrence basis;
 - (b) product liability insurance to a limit of not less than [REDACTED] in the annual aggregate;
 - (c) event cancellation insurance in relation to the Event to a limit of not less than [REDACTED] in the annual aggregate with policy coverage specific to the Event;
 - (d) employers' liability insurance in such amount as is required by law and in any event to a limit of not less than [REDACTED] in the annual aggregate;
 - (e) motor vehicle insurance in respect of all commercial vehicles in such amount as is required by law; and
 - (f) such other insurances as are required by law.
- 23.2 The Delivery Partner shall throughout the Term and for a period of six (6) Years following the Termination Date or the Expiry Date (as the case may be) have and maintain professional indemnity insurance to a limit of not less than [REDACTED] on an each and every claim basis and in the annual aggregate.
- 23.3 The Delivery Partner shall:
- (a) on the written request of TTL from time to time allow TTL to inspect and/or provide TTL with copies of the policy document (insofar as it relates to the Events) for such policies and, on the renewal of each policy, the Delivery Partner shall send a copy of the premium receipt to TTL when requested to do so in writing by TTL;
 - (b) comply with all obligations and meet all conditions of the Insurances and not do or omit to do, nor permit or suffer to be done or omitted anything which may invalidate any of the Insurances; and
 - (c) during the Term procure that the terms of the Insurances shall not be altered in such a way as to diminish the benefit of the Insurances.
- 23.4 The Delivery Partner shall ensure that:
- (a) the Insurances cover the Delivery Partner's legal and contractual liability so far as such liability is generally insurable which may arise out of or in the course of or by reason of the Delivery Partner's and/or its sub-contractor's performance, non-performance or part-performance of its obligations under or in connection with the Agreement;
 - (b) TTL's interest is noted on the Insurances;
 - (c) the public liability insurance set out in Clause 23.1(a) above shall include "Indemnity to Principals" provisions; and

Execution Version

(d) the Delivery Partner is at all times responsible for applying the relevant Insurances and meeting any deductibles under the Insurances.

23.5 In the event the Delivery Partner fails to maintain any of the Insurances, TTL may itself provide or arrange such insurance and may charge the cost of such insurance, together with its reasonable costs for obtaining such insurance to the Delivery Partner by recovering the same as a debt due to TTL from the Delivery Partner.

24 Data Protection

24.1 For the purpose of this Clause 24 (Data Protection), unless the context indicates otherwise, the following expressions shall have the following meanings:

“Agreement Personal Data” Personal Data and/or Sensitive Personal Data collected and/or Processed by any party, pursuant to or in connection with this Agreement (including any Event Personal Data);

“Data Controller” has the meaning given to it in Data Protection Legislation, noting that under the General Data Protection Regulation this would be using the definition of “Controller”;

“Data Processor” has the meaning given to it in Data Protection Legislation, noting that under the General Data Protection Regulation this would be using the definition of “Processor”;

“Data Protection Impact Assessment” a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;

“Data Protection Legislation” means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680; (the Law Enforcement Directive)
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; and
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Execution Version

“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the UK or European Economic Area as may be constituted from time to time;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Agreement; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

Data Controllers

24.2 With respect to the parties’ rights and obligations under this Agreement, the parties acknowledge that each is a Data Controller under Data Protection Legislation with respect to the Agreement Personal Data processed for the purposes each party collects or receives the Agreement Personal Data.

Personal Data

24.3 The parties agree that this Clause 24 shall cover all Agreement Personal Data as set out in Clause 24.4(f) below.

Mutual agreements between parties with regard to Data Protection Legislation

24.4 It is hereby agreed that:

- (a) each party shall comply at all times with Data Protection Legislation;
- (b) each party shall comply at all times with the Payment Card Industry Data Security Standards (PCI DSS) in relation to the processing of bank and/or payment card details;
- (c) neither party shall do or omit to do anything in breach of its obligations under this Clause 24 (Data Protection) or which causes the other party (or, in the case of TTL, any member of the TfL Group or any Event Stakeholder) to breach any Data Protection Legislation or contravene the terms of any registration, notification or authorisation under any Data Protection Legislation of either party, (or, in the case of TTL, any member of the TfL Group or any Event Stakeholder);

Execution Version

- (d) neither party shall use the Event Personal Data for any purpose other than as set out in the Privacy Policy and the consents (where consent is the legal basis for processing) which have been given by each Event Participant or Applicant;
- (e) the Delivery Partner shall undertake the measures specified in Clause 20.8(a) and 20.8(b) with the aim of obtaining all necessary consents in order to enable it to provide Event Personal Data to TTL, any member of the TfL Group and any other Founding Stakeholder in accordance with Data Protection Legislation;
- (f) subject to Clause 24.4(d), the Delivery Partner shall only collect and use Event Personal Data using methods and for purposes which are necessary for the delivery of the Event and/or such purposes as are provided for in the Privacy Policy. All other methods of collection and/or uses of Event Personal Data shall be subject to Approval in accordance with the Approvals Procedure relevant to TTL Reserved Matters, save that Approval will not be required for uses of the Event Personal Data in relation to other events owned, controlled or staged by the Delivery Partner;
- (g) each party shall keep any Agreement Personal Data in its possession secure and provide appropriate technical and organisation measures against unauthorised or unlawful processing, accidental loss or destruction of or damage to such Agreement Personal Data; they shall also maintain the records of Processing activities required by Data Protection Legislation;
- (h) neither party shall Process or allow any Data Processor, sub-contractor or agent, to Process Agreement Personal Data in or to any Restricted Countries unless:
 - (i) the Data Controller has entered into an appropriate data transfer agreement on model terms approved by the European Commission or other applicable entity with the relevant sub-contractor, agent or third party; or
 - (ii) the Data Controller has conducted appropriate due diligence to verify that the relevant sub-contractor, agent or third party is certified under the EU-US Privacy Shield Scheme of the US Department of Commerce or any successor programmes, or where the relevant sub-contractor, agent or third party is not so certified, that they are subject to Binding Corporate Rules or are Processing data in a location that has been approved by the European Commission or other applicable entity as offering an equivalent level of protection as EU Data Protection Legislation or relevant UK legislation,and the Data Controller shall ensure that the agreement referred to in Clause 24.4(h)(i) or the certification referred to in Clause 24.4(h)(ii) (as applicable) is maintained in place during all such times as the relevant Data Processor, sub-contractor or agent holds or otherwise Processes Agreement Personal Data in or to any Restricted Countries;
- (i) each party shall take all reasonable steps to ensure that:
 - (i) the appropriate consents are obtained in relation to Sensitive Personal Data in accordance with Article 9 of Regulation (EU) 2016/679 or other relevant UK legislation; and

Execution Version

- (ii) Sensitive Personal Data is handled in an appropriate manner (taking into account the general obligations of the Delivery Partner under this Clause 24 (Data Protection)) including, where appropriate ensuring that any Sensitive Personal Data which is collected in relation to the Event for monitoring or other purposes is encrypted or anonymised to the extent reasonably possible;
- (j) each party shall take all reasonable steps to ensure the reliability of any individuals (including, in the case of the Delivery Partner, its Personnel) who have access to Agreement Personal Data Processed in accordance with this Agreement;
- (k) the Delivery Partner shall procure that all sub-contractors, agents or third parties who will be given access to Agreement Personal Data for purposes other than as permitted hereunder are pre-approved by TTL in accordance with the Approvals Procedure relevant to TTL Reserved Matters (such approval not to be unreasonably withheld or delayed);
- (l) the Delivery Partner shall procure that any sub-contractor, agent or third party who will be given access to Agreement Personal Data will enter into and maintain in place a written agreement which requires that sub-contractor, agent or third party to comply with obligations no less onerous than those set out in this Clause 24 (Data Protection) (to the extent that such obligations are or could be relevant to that sub-contractor, agent or third party) and the Delivery Partner shall carry out appropriate assessments of each sub-contractor, agent or third party in order to ensure that, that sub-contractor, agent or third party has and maintains in place appropriate technical and organisational measures in order to allow it with this Clause 24 (Data Protection);
- (m) the Delivery Partner shall supply updated copies of all Event Data collected pursuant to this Agreement to TTL in accordance with paragraph 4 of Schedule 12 (Governance and Approvals Procedures);
- (n) the Delivery Partner shall provide such information as is reasonably necessary to enable TTL to satisfy itself of the Delivery Partner's compliance with this Clause 24 (Data Protection) and allow TTL or its employees or authorised representatives, upon reasonable prior notice to the Delivery Partner, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this Clause 24 (Data Protection);
- (o) TTL shall procure that all sub-contractors, agents or third parties who will be given access to Agreement Personal Data for purposes other than as permitted hereunder are pre-approved by the Delivery Partner (such approval not to be unreasonably withheld or delayed);
- (p) TTL will procure that any sub-contractor, agent or third party who will be given access to Agreement Personal Data will enter into and maintain in place a written agreement which requires that sub-contractor, agent or third party to comply with obligations no less onerous than those set out in this Clause 24 (Data Protection) (to the extent that such obligations are or could be relevant to that sub-contractor, agent or third party) and TTL shall carry out appropriate assessments of each sub-contractor, agent or third party to in order to ensure that, that sub-contractor, agent or third party has and maintains in place appropriate technical and organisational measures in order to allow it to comply with this Clause 24 (Data Protection);

Execution Version

- (q) TTL shall provide such information as is reasonably necessary to enable the Delivery Partner to satisfy itself of TTL's compliance with this Clause 24 (Data Protection) and allow the Delivery Partner or its employees or authorised representatives, upon reasonable prior notice to TTL, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this Clause 24 (Data Protection);
- (r) each party acknowledges that either may receive notification of a request from a Data Subject in relation to the exercise of the Data Subject's rights in respect of their Personal Data under Data Protection Legislation, and that such requests may be relevant to both parties. Each party undertakes to provide reasonable assistance to the other party in complying with the exercise of such rights by a Data Subject, including Subject Access or portability Requests, requests for deletion, restriction, rectification or objections to processing of Personal Data and/or responding to any enquiry made, or investigation or assessment of Processing initiated by the Information Commissioner in respect of the Agreement Personal Data as soon as is possible but in any event within five (5) Business Days of receipt of the request or such other period as may be agreed in writing by the parties from time to time;
- (s) each party shall notify the other promptly and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause 24 (Data Protection), including the unauthorised or unlawful Processing of Agreement Personal Data or its accidental loss, destruction or damage. In the event of such a breach, party shall provide reasonable assistance to the other in investigating the circumstances of such a breach and preparing any report that may be necessary, including notifying the Information Commissioner's Office of the breach;
- (t) each party shall be liable for any breaches of Data Protection Legislation caused by its own act or omission, including any fines, penalties, compensation payments or remedial action necessary; and
- (u) each party acknowledges that, in the event of significant changes to the Processing arrangements for Agreement Personal Data, it may be necessary to carry out a Data Protection Impact Assessment. Each party undertakes to provide reasonable assistance to the other in the preparation of such an Assessment and to share the outcome,

and for the avoidance of doubt and without prejudice to any other Clauses relevant to termination of this Agreement, the obligations in this Clause 24.4 shall apply following termination or expiry of the Agreement to the extent that either party continues to Process Agreement Personal Data.

Data Protection Warranty

24.5 Each party warrant that they are not, at the Commencement Date, aware of any matter or circumstance which would cause it to be unable to fully comply with the provisions of this Clause 24 (Data Protection).

25 Confidentiality and Publicity

25.1 Subject to Clause 25.7 and Clause 26 (Freedom of Information) each party will keep confidential:

- (a) the terms of the Agreement; and

Execution Version

- (b) any and all Confidential Information of the other party that it may acquire, and Confidential Information of TTL includes Confidential Information of the TfL Group and the Event Stakeholders.
- 25.2 Neither party will use the Confidential Information for any purpose other than to perform its obligations under the Agreement. Each party will ensure that its officers and employees comply with the provisions of Clause 25.1.
- 25.3 Each party will be entitled to disclose Confidential Information to its sub-contractors, Group companies and professional advisers and, in the case of TTL, Event Stakeholders, solely to the extent necessary in connection with the performance of its obligations and the exercise of its rights under this Agreement and on terms which are no less onerous than those set out in this Clause 25 (Confidentiality and Publicity).
- 25.4 The obligations on the parties set out in this Clause 25 (Confidentiality and Publicity) will not apply to any Confidential Information:
- (a) which a party can demonstrate is in the public domain (other than as a result of a breach of Clause 25.1);
 - (b) which a party is required to disclose by order of a court of competent jurisdiction or by law but then only to the extent of such required disclosure; or
 - (c) to the extent that such disclosure is by TTL, any member of the TfL Group or any Event Stakeholder, to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 25.5 Each party will keep secure all materials containing any Confidential Information in relation to the Agreement and its performance.
- 25.6 The Delivery Partner will not disseminate (or allow the dissemination of) any information in relation to:
- (a) the content of the Agreement or the fact that the Agreement exists;
 - (b) the fact that it is providing Services to TTL or is working with any Event Stakeholder; or
 - (c) the Event in the issuance, release or publication of any press release,
- unless the Delivery Partner has first obtained the written approval of TTL (in accordance with the Approvals Procedure) either for the form, content, method and timing of dissemination of each proposed item of public marketing or publicity in advance of its proposed dissemination or for the media plan under which the marketing or publicity is made (to the extent that as part of that media plan the parties, acting reasonably, agree to dispense with the need for further approval of form and content). However, this shall not prevent the Delivery Partner, acting reasonably, from responding to media questions without TTL's prior approval, where it is not possible to secure such approval or where otherwise agreed with TTL, so long as such response does not include anything which would comprise or materially impact upon a TTL Reserved Matter (unless such response is in relation to a decision made by the Gold Group (as defined in paragraph 5.5(b) of Schedule 12 (Governance &

Execution Version

Approvals Procedures)).

- 25.7 The Delivery Partner acknowledges that TTL is subject to the Transparency Commitment in accordance with which TTL is committed to publishing its contracts, tender documents and data from invoices received (the “**Agreement Information**”). Accordingly, notwithstanding Clause 25.1 and Clause 26 (Freedom of Information), the Delivery Partner hereby gives its consent for TTL to publish the Agreement Information to the general public.
- 25.8 TTL may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In doing so and in its absolute discretion TTL shall take into account the exemptions/exceptions that would be available in relation to Agreement Information requested under the FOI Legislation.
- 25.9 TTL will consult with the Delivery Partner regarding any redactions to the Agreement Information to be published pursuant to Clause 25.7. For the avoidance of doubt, TTL will make the final decision in its absolute discretion regarding publication and/or redaction of the Agreement Information.
- 25.10 The provisions of this Clause 25 (Confidentiality and Publicity) will survive any termination of the Agreement for a period of six (6) Years from termination.

26 Freedom of Information

- 26.1 The Delivery Partner acknowledges that TTL:
- (a) is subject to the FOI Legislation and agrees to assist and co-operate with TTL to enable TTL to comply with its obligations under the FOI Legislation; and
 - (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Delivery Partner.
- 26.2 Without prejudice to the generality of Clause 26.1, the Delivery Partner shall and shall procure that its sub-contractors (if any) shall:
- (a) transfer to the TTL Authorised Representative (or such other person as may be notified by TTL to the Delivery Partner) each Information Request relevant to the Agreement, the Event or the Services that it receives as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and
 - (b) in relation to Information held by the Delivery Partner on behalf of TTL, provide TTL with details about and/or copies of all such Information that TTL reasonably requests and such details and/or copies shall be provided within five (5) Business Days of a request from TTL (or such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify.
- 26.3 TTL shall be responsible for determining (acting reasonably) (i) whether Information is exempt from disclosure under the FOI Legislation and (ii) what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation.
- 26.4 The Delivery Partner shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TTL.

Execution Version

27 Force Majeure

- 27.1 Neither party to the Agreement will be deemed to be in breach of the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under the Agreement if and to the extent that such delay or failure is due to the occurrence of a Force Majeure Event.
- 27.2 The Delivery Partner shall not be entitled to rely upon Clause 27.1 above if and to the extent that:
- (a) the Delivery Partner has failed to implement or comply with any mitigation measures proposed in relation to the relevant Force Majeure Event in the Risk Register (unless the Delivery Partner is prevented from implementing or complying with such measures as a direct result of the Force Majeure Event); or
 - (b) the effect of the Force Majeure Event may be mitigated wholly or substantially by the application by the Delivery Partner of any pay-out received or to be received by the Delivery Partner in respect of the event cancellation insurance held by the Delivery Partner pursuant to Clause 23.1(c) above.
- 27.3 The Affected Party will forthwith notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event.
- 27.4 As soon as possible following such notification, the parties will consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to:
- (a) mitigate the effect of the Force Majeure Event;
 - (b) facilitate the continued performance of the Agreement;
 - (c) minimise the effect of the Force Majeure Event on the performance of the parties' respective obligations under the Agreement, including in the case of:
 - (i) the Delivery Partner, compliance with any mitigation measures proposed in relation to the relevant Force Majeure Event in the Risk Register; and
 - (ii) either party, the making of any alternative arrangements for resuming the performance of the relevant party's obligations, which may be practicable without incurring material additional expense; and
 - (d) forthwith after the cessation of the Force Majeure Event:
 - (i) notify the other party thereof; and
 - (ii) resume full performance of the parties' respective obligations under the Agreement.
- 27.5 When consulting on any mitigations measures the parties will consider all reasonable options for securing the continuation of the Event and this Agreement, including:
- (a) staging a revised Event;
 - (b) postponing an Event and re-scheduling that Event or a revised Event to take place on an alternative date in the same Year; or

Execution Version

- (c) cancelling an Event due to take place in a particular Year on the basis that the Event will resume in the following Year.
- 27.6 Where an Event is cancelled, the parties may (acting reasonably) agree to extend the Term of this Agreement by a maximum of one (1) Year after the date that the Agreement was due to expire to enable the Delivery Partner to stage an Event in such extended Term in substitution of the cancelled Event provided such agreement is reached not later than 3 months after what would have been the date of the cancelled Event.
- 27.7 The parties acknowledge that agreeing a re-scheduled or revised Event or extending the Term where an Event has been cancelled will be subject to agreeing and obtaining any additional or revised licences, Consents and/or Event Stakeholder Agreements.
- 27.8 Subject to Clause 27.5, if the party affected by Force Majeure is the Delivery Partner and the event of Force Majeure is such that the Delivery Partner (insofar as the Force Majeure event is unique to them) is unable to stage an occurrence of the Event in any Year, then (without limitation) TTL shall be free to appoint a third party to stage that Year's occurrence of Event in the same Year provided that, once such Event has been staged, this Agreement shall continue for all subsequent occurrences of the Event.
- 27.9 If:
- (a) a Force Majeure Event has prevented an Event from taking place in two consecutive Years; and
 - (b) the parties have not agreed to stage a revised Event or re-schedule the Event under clause 27.5 during that period; and
 - (c) the Force Majeure Event is continuing and has a material adverse effect on the Delivery Partner's ability to deliver the Event,

for as long as such Force Majeure Event continues and has that effect, either party may terminate the Agreement on giving not less than 28 days notice in writing to the other party.

28 Termination

- 28.1 This Agreement may be terminated by either party in accordance with Clauses 2.3, 9.8, 9.11 or 9.21(b). In addition, the Delivery Partner may terminate this Agreement in accordance with Clause 2.4.
- 28.2 Either party may immediately terminate this Agreement by giving notice in writing to the other party if:
- (a) the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
 - (b) the other party commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach after ten (10) Business Days of having been required in writing to remedy or desist from such breach;
 - (c) the other party:
 - (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within

Execution Version

the meaning of Section 123 of the Insolvency Act 1986 or, in respect of the Delivery Partner only, Section 123 of the Insolvency Act 1986 as amended by Regulation 5 of the Limited Liability Partnerships Regulations 2001;

- (ii) calls a meeting, gives a notice, passes a resolution or a petition is filed in respect of that party, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
- (iii) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
- (iv) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
- (v) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;
- (vi) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;
- (vii) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within fourteen (14) calendar days of being levied; or
- (viii) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Clause 28.2(c).

28.3 TTL may immediately terminate this Agreement by giving notice in writing to the Delivery Partner if:

- (a) the Delivery Partner has materially failed in its obligation to submit a proposed Success Criteria Remediation Plan and/or has materially failed in its obligation to meet with TTL in order to discuss and agree a proposed Success Criteria Remediation Plan, where required to do so in accordance with Clause 10.3 and does not remedy such breach within thirty (30) calendar days of notice from TTL (or such shorter period as is reasonable having regard to the proximity of the Event);
- (b) the Delivery Partner has materially failed to implement any Success Criteria Remediation Plan within such time period as has been agreed by the parties in the Success Criteria Remediation Plan;
- (c) TTL, acting reasonably, is not satisfied on the issue of any conflict of interest in accordance with Clause 37 (Conflict of Interest) and the Delivery Partner has failed to take reasonable steps to resolve the issue where required to do so in accordance with Clause 37 and does not remedy such breach within thirty (30) calendar days of notice from TTL;
- (d) the Delivery Partner or any of its officers, employees or agents commits any act

Execution Version

of bribery described in the Bribery Act 2010;

- (e) in the event the Delivery Partner is in breach of Clause 12.2; or
- (f) the Delivery Partner fails to provide any additional performance bonds guarantees and/or financial safeguards within a reasonable time of being requested to do in accordance with Clause 3.2 above.

28.4 The termination of this Agreement or of any of the Services shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

29 Consequences of Expiry or Termination

29.1 On the expiry or termination of this Agreement (or part of this Agreement) for any reason whatsoever:

- (a) (subject to Clause 29.1(b)) the relationship of the parties shall cease and any rights or licences granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 29 (Consequences of Expiry or Termination);
- (b) the provisions of Clauses 1 (Definitions and Interpretation), 6 (Non-Compete), 7 (Fees, Event Costs and Budget), 9.28 – 9.31 (Governance, Event & Event Route, Risks & Issues and Records & Audit), 17 (Transfer Regulations), 18 (Non-solicitation), 20 (Intellectual Property Rights), 21.3 (Indemnity), 22 (Limitation of Liability), 24 (Data Protection) 25 (Confidentiality and Publicity), 26 (Freedom of Information), 29 (Consequences of Expiry or Termination), 48 (Dispute Resolution Procedure) and 49 (Governing Law and Jurisdiction) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Agreement. In addition, any other provision of the Agreement which expressly or by implication is intended to come into or remain in force on or after termination or expiry shall continue in full force and effect;
- (c) both parties shall take reasonable steps to mitigate any costs which the other party incurs as a result of termination of this Agreement;
- (d) each party shall promptly return to the other party or dispose of in accordance with the other party's instructions all Confidential Information, Event Data and Intellectual Property Rights belonging to the other party and shall certify in writing to the other party when the same has been completed;
- (e) the Delivery Partner (to the extent reasonably required by TTL) shall co-operate with TTL and/or any New Provider of the Services appointed by TTL in ensuring the smooth handover of the Services and in particular the Delivery Partner shall render such reasonable assistance to TTL and/or the New Provider as TTL may reasonably request (which reasonable assistance shall, subject to Clause 29.1(g), be at TTL's reasonable cost and expense, where such costs are agreed between the parties in writing in advance); and
- (f) the Delivery Partner shall, if requested to do so by TTL, use all reasonable endeavours to procure the novation to TTL (or such of the other Founding Stakeholders as TTL may reasonably nominate) of all Key Third Party Agreements;

Execution Version

(g) in the event that this Agreement has been terminated by TTL pursuant to Clauses 28.2 or 28.3 above then, without prejudice to TTL's other rights and remedies, the Delivery Partner shall:

- (i) be solely responsible for its own costs in respect of all co-operation and assistance provided by it in accordance with Clause 29.1(e) above; and
- (ii) if requested by TTL, provide contact details for the Delivery Partner's contacts at all sponsors, broadcasters and other commercial partners which have been or which were planned to be engaged in relation to the Event or any part of it.

29.2 No later than twelve (12) months prior to the Expiry Date or within seven (7) calendar days of receipt of any notice of termination in the event this Agreement is terminated early following the service by TTL of its notice to terminate, the parties shall hold a review meeting at which appropriate representatives (including the Delivery Partner Representative) shall be present, the sole purpose of which will be to discuss arrangements for the hand-over of the Services from the Delivery Partner to TTL or to a New Provider and thereafter the parties shall hold at least one similar review meeting in each month until this Agreement expires or terminates.

30 Declaration of Ineffectiveness and Public Procurement Termination Event

For the purpose of this Clause 30 (Declaration of Ineffectiveness and Public Procurement Termination Event), unless the context indicates otherwise, the following expressions shall have the following meanings:

“Cessation Plan” a plan agreed between the parties or determined by TTL pursuant to Clauses 30.1 to 30.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 30.6 to 30.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Declaration of Ineffectiveness” a declaration of ineffectiveness in relation to this Agreement made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Public Procurement Termination Event” has the meaning given to it in Clause 30.7; and

“Public Procurement Termination Grounds” any one or more of the grounds described in Regulation 44(1) of the Concession Contracts Regulations 2016.

30.1 Where TTL has received a credible challenge or threat and considers (on advice from leading counsel) that a court is likely to make a Declaration of Ineffectiveness in relation to any element of this Agreement, TTL shall promptly notify the Delivery Partner and the parties agree that the provisions of Clause 29 (Consequences of Expiry or Termination) and Clauses 30.1, 30.2, 30.4 to 30.6 (inclusive) and 30.11 shall apply as from the time when the Declaration of Ineffectiveness is made.

30.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either party prior to or after such

Execution Version

Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 30.1 to 30.6 inclusive.

- 30.3 Where TTL considers (on advice from leading counsel) that a court is likely to make a Declaration of Ineffectiveness in relation to any element of this Agreement, TTL may require the Delivery Partner to prepare a Cessation Plan in accordance with this Clause 30.3 by issuing a notice in writing. As from the date of receipt by the Delivery Partner of such notification from TTL, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (a) an orderly and efficient cessation of the Services or (at TTL's request) a transition of the Services to TTL or such other entity as TTL may specify; and
 - (b) minimal disruption or inconvenience to TTL or to Applicants or Event Participants,
- in accordance with the provisions of Clauses 30.2 to 30.6 (inclusive) and which the parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 30.4 Where there is any conflict or discrepancy between the provisions of Clause 29 (Consequences of Expiry or Termination) and Clauses 30.2 to 30.6 (inclusive) and 30.12 or the Cessation Plan, the provisions of these Clauses 30.2 to 30.6 (inclusive) and 30.12 and the Cessation Plan shall prevail.
- 30.5 The parties will comply with their respective obligations under the Cessation Plan (as agreed by the parties or, where agreement cannot be reached, as reasonably determined by TTL) in the event that a Declaration of Ineffectiveness is made.
- 30.6 TTL shall pay the Delivery Partner's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs agreed as part of this Agreement or as otherwise reasonably determined by TTL, provided that TTL shall not be liable to the Delivery Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.
- 30.7 The parties acknowledge TTL's rights of termination implied into the Agreement by Regulation 44(3) of the Concession Contracts Regulations 2016. In the event that TTL exercises its right to terminate pursuant to this Clause 30.7 (a "**Public Procurement Termination Event**"), TTL shall promptly notify the Delivery Partner and the parties agree that:
- (a) the provisions of Clause 29 (Consequences of Expiry or Termination) and these Clauses 30.7 to 30.12 (inclusive) shall apply as from the date of receipt by the Delivery Partner of the notification of the Public Procurement Termination Event; and
 - (b) if there is any conflict or discrepancy between the provisions of Clause 29 (Consequences of Expiry or Termination) and these Clauses 30.7 to 30.12 or the Cessation Plan, the provisions of these Clauses 30.7 to 30.12 and the Cessation Plan shall prevail.
- 30.8 Termination on the grounds of a Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to

Execution Version

either party prior to or after such termination on the grounds of a Public Procurement Termination Event, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 30.7 to 30.11 inclusive.

30.9 As from the date of receipt by the Delivery Partner of the notification of the termination on Public Procurement Termination Grounds, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

- (a) an orderly and efficient cessation or (at TTL's election) a transition to TTL or such other entity as TTL may specify of: (i) the Services; or (at TTL's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- (b) minimal disruption or inconvenience to TTL or to Applicants or Event Participants,

in accordance with the provisions of these Clauses 30.7 to 30.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

30.10 Upon agreement, or determination by TTL, of the Cessation Plan the parties will comply with their respective obligations under the Cessation Plan.

30.11 TTL shall pay the Delivery Partner's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs agreed as part of this Agreement or as otherwise reasonably determined by TTL, provided that TTL shall not be liable to the Delivery Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of Public Procurement Termination Grounds.

30.12 For the avoidance of doubt, the provisions of this Clause 30 (Declaration of Ineffectiveness and Public Procurement Termination Event) (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

31 Supplier Diversity

The Delivery Partner shall comply with the provisions of Schedule 17 (Supplier Diversity).

32 Fair Employment (London Living Wage)

32.1 For the purpose of this Clause 32 (Fair Employment (London Living Wage)), the following expressions shall have the following meanings:

"CCSL" the Centre for Civil Society Limited or any relevant replacement organisation as notified by TTL from time to time;

"London Living Wage" the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

Execution Version

“Service Employees”	employees of the Delivery Partner and employees of its Sub-contractors covered by Clause 32.2;
“Sub-contractor”	a sub-contractor (of any tier) of the Delivery Partner.

- 32.2 Without prejudice to any other provision of the Agreement, the Delivery Partner shall:
- (a) ensure that its employees and use reasonable endeavours to ensure that employees of its Sub-Contractors engaged in the provision of the Services:
 - (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - (ii) on TfL’s estate including (without limitation) premises and land owned or occupied by TfL,

be paid an hourly wage (or equivalent of an hourly wage) when providing the Services equivalent to or greater than the London Living Wage subject to Clause 32.6;
 - (b) ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
 - (c) provide to TTL such information concerning its employees and the London Living Wage and as TTL or its nominees may reasonably require from time to time;
 - (d) disseminate on behalf of TTL to its employees such perception questionnaires as TTL may reasonably require from time to time and promptly collate and return to TTL responses to such questionnaires; and
 - (e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage in relation to its employees.
- 32.3 For the avoidance of doubt the Delivery Partner shall in relation to its employees, implement any updated London Living Wage on or before 1 April in the year following publication of such updated London Living Wage.
- 32.4 TTL reserves the right to audit (acting by itself or its nominee(s)) upon reasonable notice and at its own cost the provision of the London Living Wage to Service Employees.
- 32.5 Any breach by the Delivery Partner of the provisions of this Clause 32 (Fair Employment (London Living Wage)) shall be treated as a material breach capable of remedy in accordance with Clause 28.2.
- 32.6 For the avoidance of doubt, nothing in this Agreement shall prevent the Delivery Partner from utilising the services of unpaid volunteers in order to provide the Services and this Clause 32 (Fair Employment (London Living Wage)) shall be construed accordingly.

33 **Ethical sourcing**

- 33.1 TTL is committed to ensuring that workers employed in its supply chains throughout

Execution Version

the world are treated fairly, humanely and equitably.

- 33.2 As at the Commencement Date, the Delivery Partner shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Delivery Partner agrees that for the duration of the Agreement, it will permit and enable TTL to have access to the information relating to the Delivery Partner that subsists in such ethical supplier database

34 Environmental Impact and Sustainability

- 34.1 In performing the Agreement, the Delivery Partner shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Delivery Partner's activities may impact on the environment) to the need to:

- (a) preserve and protect the environment and to the need to avoid, remedy and mitigate any reasonably avoidable adverse effects on the environment;
- (b) enhance the environment and have regard to the desirability of achieving sustainable development;
- (c) conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- (d) sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems,

provided that where such objectives would materially interfere with the ability of the Delivery Partner to deliver the Event then the requirements of the Event shall take primacy.

- 34.2 The Delivery Partner shall use its reasonable endeavours to ensure that all timber supplied or used in the performance of the Agreement will be Sustainable Timber as set out in Schedule 18 (Sustainable Timber Definitions). If it is not practicable for the Delivery Partner to meet this condition the Delivery Partner must inform TTL in writing prior to the supply of any timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. TTL reserves the right, in its absolute discretion, to approve the use of timber that is not Sustainable Timber.

- 34.3 When procuring any WEE Equipment for use in accordance with the Agreement whether by direct purchase by the Delivery Partner purchase on behalf of TTL, lease or otherwise the Delivery Partner shall ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Delivery Partner or a third party) will assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

- (a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and
- (b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

- 34.4 Not less than six (6) months prior to the date of the each Event, the Delivery Partner

Execution Version

will submit to TTL its plan for that year's actions towards achieving the objective to be recognised as being one of being the World's most environmentally sustainable mass participation cycling events by 2024 as set out in paragraph 5 of Part 1 of Schedule 10 (Critical Success Criteria and Final Reports). Such plans shall include the Delivery Partner's proposals for appropriate targets and metrics to measure the success of such plan in addressing such objectives by the Event to be held in 2024.

- 34.5 As soon as reasonably practicable after receipt of the Delivery Partner's proposed plan pursuant to Clause 34.4, TTL shall either confirm that such plan is agreed or provide comments on the proposed plan following which both parties (acting reasonably and in good faith) will develop and agree the plan (including appropriate metrics) not less than three (3) months prior to the date of each Event (the "**Event Sustainability Plan**").

35 **Assignment**

- 35.1 TTL may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement to any member of the TfL Group or to any successor in title to TfL or the TfL Group or body assuming its statutory functions, at any time without the prior written consent of the Delivery Partner. For all other disposals by TTL of any of its rights and responsibilities under this Agreement, TTL must obtain the prior written consent of the Delivery Partner (not to be unreasonably withheld or delayed).
- 35.2 Subject to Clauses 12 (Sub-contracting and Change of Ownership) and 13 (Third Party Agreements) above, the Delivery Partner may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement at any time with the prior written approval of TTL (not to be unreasonably withheld or delayed).

36 **Third Party Rights**

- 36.1 Subject to Clauses 22.4 above and 36.2 below, a person who is not a party to this Agreement (including any employee, officer, agent, representative or sub-contractor of either party) shall not have the right, (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise), to enforce any provisions of this Agreement without the express prior agreement in writing of the parties which agreement must refer to this Clause 36 (Third Party Rights).
- 36.2 Any New Provider or sub-contractor of TTL shall be entitled to enforce the provisions of Clause 17 (Transfer Regulations) and the TfL Group shall be entitled to enforce the whole of the benefit of this Agreement pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 provided always that the parties to this Agreement may vary or terminate this Agreement by agreement between them without requiring the consent of any New Provider or sub-contractor of TTL or any member of the TfL Group and need not comply with Section 2 (1) of the Contracts (Rights of Third Parties) Act 1999.

37 **Conflict of Interest**

- 37.1 The Delivery Partner warrants that it does not and will not have at the Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by TTL in writing.
- 37.2 The Delivery Partner shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and shall notify TTL in writing immediately upon becoming aware of any actual or potential

Execution Version

conflict of interest with the Services, the Event or any member of the TfL Group and shall work with TTL to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to TTL's satisfaction.

38 Status of the parties

In performing the Services, the Delivery Partner shall operate as, and have the status of an independent contractor and shall not operate or have the status of agent, employee or representative of TTL or any other Event Stakeholder.

39 Entire Agreement

- 39.1 This Agreement contains the entire agreement between the parties in relation to the Event and supersedes and replaces with effect from the Commencement Date all previous agreements between the parties in relation to the Event including without limitation, the draft delivery partner agreement provided as part of TTL's invitation to tender and any tender documents not attached to this Agreement and any prior correspondence or representations.
- 39.2 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given any warranty, statement, promise or representation by the other party or on behalf of the other party other than as expressly set out in this Agreement.
- 39.3 To the extent that any warranties, statements, promises or representations have been given, each party irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- 39.4 Nothing in this Clause 39 (Entire Agreement) will exclude any liability if such misrepresentation was made fraudulently.

40 Variation

No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.

41 Waiver

The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

42 Severability of provisions

- 42.1 If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

Execution Version

- 42.2 If any void or unenforceable part of this Agreement would be valid and enforceable if some part of it were deleted, the part shall apply with the minimum modification necessary to make it valid and enforceable and the parties shall negotiate in good faith to amend such part such that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

43 Counterparts and Further Actions Required

- 43.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

- 43.2 Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as is necessary to vest in the other all rights granted or to be granted to the other pursuant to this Agreement and otherwise fulfil the provisions of this Agreement in accordance with its terms.

44 TTL's Statutory Discretion

Notwithstanding anything to the contrary in the Agreement, TTL's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Agreement (including to the extent any such statutory duties relate to the Event).

45 Corrupt Gifts & Commission

Save for payment to TTL of the Annual Licence Fee paid by the Delivery Partner in accordance with Clause 7 (Fees, Event Costs and Budget), the Delivery Partner shall not, and shall ensure that its employees and agents do not, pay any commission, fees or grant any rebates to any employee, officer or agent of TTL or any member of the TfL Group nor favour any employee, officer or agent of TTL or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of TTL or any member of the TfL Group other than as a representative of TTL, without TTL's prior written approval.

46 VAT

- 46.1 All sums payable under this Agreement are exclusive of VAT or any other applicable tax or duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 46.2 Where under this Agreement a party has agreed to make a reimbursement or indemnity in respect of any payment made or cost incurred by another party then the first party shall also reimburse any VAT paid by the other which forms part of its payment or costs incurred to the extent that such VAT is not available for credit for the other under sections 25 and 26 of the Value Added Tax Act 1994.

47 Notices

- 47.1 Any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing.
- 47.2 Notices may be served in the ways set out below at the addresses set out in Schedule 15 (Contract Management) or at such other address as the relevant party may give

Execution Version

notice to the other party for the purpose of service of notices under this Agreement and, the following table sets out the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	Properly addressed and delivered
Prepaid first class domestic postal service	9.00am on the second Business Day after posting	Properly addressed prepaid and posted
e-mail	9.00am on the first Business Day after sending	Despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by prepaid first class domestic postal service in the manner set out above. Failure to send a confirmation copy will invalidate the service of any e-mail notice

47.3 For the purpose of Clause 47.2 and calculating deemed receipt all references to time are to local time in the place of deemed receipt.

48 Dispute Resolution Procedure

48.1 Either party may call a dispute resolution meeting of the parties by service of not less than ten (10) Business Days' written notice and each party agrees to procure that an authorised representative of that party shall attend all such meetings called in accordance with this Clause 48 (Dispute Resolution Procedure).

48.2 Those attending the relevant meeting shall use reasonable endeavours to resolve disputes arising out of this Agreement. If the meeting fails to resolve the dispute within ten (10) Business Days of its being referred to it, either party by notice in writing may refer the dispute to the Walking and Cycling Commissioner of TfL (or such other person notified to the Delivery Partner from time to time) and the Event Director of the Delivery Partner who shall cooperate in good faith to resolve the dispute as amicably as possible within ten (10) Business Days of the dispute being referred to them.

48.3 In the event the Walking and Cycling Commissioner of TfL (or such other person notified to the Delivery Partner from time to time) and the Event Director of the Delivery Partner are unable to resolve the dispute within that ten (10) Business Day period, the parties shall submit the dispute to mediation by a mediator appointed by agreement between the parties or, failing such agreement, as nominated by the Centre for Dispute Resolution.

Execution Version

- 48.4 Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts until ten (10) Business Days after the parties have failed to reach a binding settlement by mediation.
- 48.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 48.6 The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 48.7 Nothing in this Agreement shall prevent either party from applying for injunctive or other interim relief.

49 Governing Law & Jurisdiction

- 49.1 This Agreement and any dispute or claim arising out of, relating to or in connection with it shall be governed by, and construed in accordance with, the laws of England.
- 49.2 Subject to first complying with Clause 48 (Dispute Resolution Procedure), all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

Execution Version

SCHEDULE 1 - THE EVENT

Part 1: Event Description

An annual, world-class, one-day, cycling event known as “RideLondon” from and including 2022 to 2031 comprising:

- FreeCycle: A free to enter one day cycling event for up to 70,000 riders;
- Festival Activation: Family-friendly entertainment and bike maintenance staged in a suitable central London locations around the FreeCycle that encourages cycling for all;
- At the discretion of the Delivery Partner, registration for the Inspiration Ride at a venue agreed by the parties in writing.
- Hospitality at or close to the finish of the Classique / Inspiration Ride.
- Inspiration Ride: A mass-participation event for up to 25,000 participants along a route of around 100 km; and
- Classique: a one day elite world class women’s cycling event with television coverage.

All participants in events would be afforded broadly the same services i.e. closed roads, mechanical support (both at the start and on the route), media coverage and fundraising for numerous charities (where applicable).

Execution Version

Part 2: Event Objectives

TTL wishes to work with the Delivery Partner to develop the next chapter of the Event and to be the world's greatest celebration of cycling and for the Delivery Partner to deliver a world class event which achieves the following strategic event objectives:

1. Delivers a safe event with minimal impact on Londoners
 - Delivers a safe event for participants, spectators, staff, volunteers and road users.
 - Manages impacts and delivers benefits so that Londoners and UK residents view the event positively.
 - Uses reasonable endeavours to ensure Londoners are informed of RideLondon's impact of any road or bridge closures via an appropriate and effective communications campaign.
2. Inspires more Londoners to start cycling as part of their daily lives
 - Delivers an event which attracts new people to cycle and people that don't cycle regularly.
3. Engages the full range of London's diverse communities in all London Boroughs.
Particular focus on inspiring participation of:
 - Women
 - Ethnically diverse communities
 - Inactive people
 - People with disabilities
4. Creates a genuinely world class event, which is positively viewed by London residents and businesses, the rest of the UK, and internationally
 - Includes a mass participation event, recognised worldwide as one of the leading cycling events.
 - Includes elite event(s)
 - Is part of London's calendar of high profile events, which attracts mass spectators and showcases London's iconic assets, promoted by a robust marketing and PR strategy.
5. Delivers economic benefit to London
 - Have a significant impact on the reputation of the London 'brand'; and people's predisposition to visit, invest and study here.

Execution Version

6. Is cost neutral to TfL, the Mayor of London and London tax payers; and facilitates investment in cycling
 - Secures and maintains sufficient income to cover all costs.
 - Commercial partnerships share long term vision and synergy with the Event Objectives.
7. Creates benefit to local communities in London and any regions the Event goes through
 - Creates benefit to local communities either via charity fundraising and/or other activity.

Wider GLA Objectives

Meets wider objectives from the Mayor's Transport Strategy as currently published

- Meet Healthy Streets agenda
- Encourage mode shift from car to bikes
- Contribute to Air quality and environment
- Address Road danger reduction – Vision Zero
- Healthy living (including availability of food and refreshments in line with this theme)

For the avoidance of doubt, without prejudice to TTL's rights in respect of any breach and any provision of this Agreement which may incorporate or refer to any such Event Objectives, it is understood by the parties that whilst it is the aim of both parties to achieve the Event Objectives over the course of the Term, the Delivery Partner shall not be in breach for failing to have achieved the Event Objectives.

SCHEDULE 2 - EVENT PARAMETERS

A. Key Elements

The key elements of the Event are set out in Part 1 (Event Description) of Schedule 1 (The Event).

B. Timing

The Delivery Partner should propose dates for the Event in 2022 and future years taking account of the following factors:

- How the Classique might best fit into the international and/or national race calendars
- The need to avoid any conflicts with the London major events calendar (e.g. London Pride and Notting Hill Carnival) and sport fixtures which may impact the routes
- The availability of key venues.

C. Venues

The Delivery Partner will propose, secure and manage all venues to support the staging of the event. Venues should include:

- Start points for Inspiration Ride and Classique
- Registration for the Inspiration Ride
- Festival sites

D. Routes

- Routes for FreeCycle, Inspiration Ride and Classique will be developed by the Delivery Partner and TTL and agreed in accordance with the provisions of Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).
- Any subsequent changes to the Event Routes in 2022 and beyond will be determined by the parties in accordance with the procedure set out at Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).

E. Event Planning Requirements

1. Resourcing

The Delivery Partner will interpret the nature and scale of the event planning and production task, assemble the right team and make sure that the appropriate mix and level of resource is available at the right time.

2. Project Plans / Production Schedules

- The Delivery Partner will be responsible for developing and maintaining a Project Plan to enable tracking of progress for the deliverables described in or developed in response to these Event Parameters and key project milestones. The Delivery Partner will be expected

Execution Version

to identify and actively manage critical path activities and monitor key dependencies, including with third party delivery partners.

3. Project Risk/Issue Management

- The Delivery Partner will identify, evaluate, manage and report project risks/issues through creation and ongoing maintenance of a project risk register covering:
 - Description
 - Consequences
 - Likelihood
 - Severity of impact
 - Risk owner
 - Mitigation
 - Contingency
- The Delivery Partner will be required to report key risks and mitigations periodically at the LOSPG (as defined in Schedule 12 (Governance & Approvals Procedures) and the Strategy Board.

4. CAD

- The Delivery Partner will produce and maintain comprehensive plans/production drawings on CAD, with a scale of 1:1200.

5. Licences, Permissions & Consents

- It is envisaged that licensing, permissions and consents will be dealt with in the main via the established Licensing Operations and Safety Planning Group (LOSPG) and Safety Advisory Group (SAG) processes.
- The Delivery Partner will work with TTL to gain either a memorandum of understanding or relevant approvals with each borough/highway authority that the route goes through, for them to host the Event on their roads for an initial term of five years. TTL will obtain the relevant approvals in accordance with the TTL Obligations.
- The Delivery Partner shall provide TfL with copies of relevant licences, approvals or other written agreements on request and shall ensure compliance with any conditions.
- Staging the event will require a large number of statutory agencies and stakeholders to collaborate across different workstreams, with LOSPG meetings being the key forum for reviewing and agreeing operational plans. The Delivery Partner will be required to attend and play a lead role at these meetings which would typically be structured as follows:
 - Licensing Operations and Safety Planning Group
 - Transport and Traffic Sub-Group

Execution Version

- Health Response Sub-Group
- Key interfaces for the Delivery Partner are expected to include (but not limited to):
 - TfL
 - GLA
 - Venues / Landowners
 - Boroughs
 - The Royal Parks
 - County Councils (if any)
 - Metropolitan Police Service
 - British Transport Police
 - City of London Police
 - London Ambulance Service
 - London Fire Brigade

6. Event Safety Planning

- The management of health and safety will be the responsibility of the Delivery Partner.
- The Delivery Partner will undertake safety risk assessment(s) examining all its activities / deliverables:
 - Identifying hazards / potential hazards
 - Evaluating risks

7. Emergency Planning

- The Delivery Partner will develop emergency procedures and plans for its areas of activity and deliverables based on its own risk assessments. The Delivery Partner will also contribute to multi agency planning to ensure plans are fully joined up.

8. Readiness & Testing

- The Delivery Partner will where it considers it is reasonably necessary initiate/plan/participate in table top testing exercises to work through possible emergency and other scenarios to test planned responses, contingencies, Event command coordination and communications, etc. and should make provision for this in its resource plan.

Execution Version

9. Information Management

- The Delivery Partner will be required to provide and maintain a web based document sharing site (accessible to all agencies through firewalls – to be agreed ahead of the set up), to enable version control and sharing of key project and technical documentation between statutory agencies and stakeholders.
- The Delivery Partner will be required to document lessons learnt, make available related material and work collaboratively with TfL and stakeholders, to ensure that RideLondon can benefit from a robust information capture process.

10. Personal Data

- The Delivery Partner will comply with Data Protection Legislation.

F. Event Technical Requirements (Common)

1. Participant safety

- The Delivery Partner will undertake risk assessments and produce plans for the safe management of spectators and participants attending RideLondon (and the general public).

2. Field of Play

a. Route Safety

The Delivery Partner will:

- Undertake a risk assessment of each of the routes ensuring that the Event Participants and vehicles/race caravan where relevant can proceed freely and safely
- Identify obstructions/hazards on the routes and liaise with TTL in order that consideration can be given to making arrangements for removal or other mitigation
- Propose changes to the routes as required to take account of the route risk assessment and other factors and agree these changes with TTL, highways authorities and other relevant stakeholders
- Provide, install and remove rider crash protection in accordance with route risk assessments
- Ensure that route risk assessment outcomes are impacted on other workstreams such as crowd and traffic management planning and barrier plans, etc.

b. Route / Race Signage

- The Delivery Partner will produce route signage plans for each route and install/maintain signage in accordance with those plans. Signage will be required for a number of different purposes including (but not limited to):
 - Direct Event Participants
 - Direct race convoy vehicles
 - Warn of approaching feed zones

Execution Version

- Highlight potential hazards etc.
- Mark distances
- Mark deviation points
- Signage must comply with Field of Play Rules as applicable.

3. Highways Works

- The Delivery Partner will liaise with relevant highways authorities to:
 - Ensure any routine maintenance works are carried out in accordance with agreed plans and schedules
 - Any non-routine works required to deliver the routes including the removal of street furniture etc are agreed and carried out in good time
- Routine maintenance works to the highway will be carried out at the cost of the relevant highway authority. There may be a requirement to carry out non-routine works to facilitate delivery of the RideLondon routes. TfL will use reasonable endeavours to mitigate the risk of significant costs arising in relation to non-routine works.
- Subject to any agreement to the contrary, any costs lawfully imposed by any relevant highways authority (other than TfL) shall be met by the Delivery Partner out of the Event Budget.

4. Route Barriers

- Barriers will be installed in agreed locations to delineate and secure the routes, to ensure that the safety of Event Participants is maintained and conflicts with pedestrians and vehicles are avoided.
- The Delivery Partner will prepare barrier plans in consultation with relevant stakeholders and in accordance with its own risk assessments. The Delivery Partner will deploy barriers in accordance with these plans and recover them promptly following the Event.

5. Emergency and Local Access Points

In certain locations, it will be necessary to maintain a degree of pedestrian and/or vehicle access across the route after the road closures have been implemented and barriers deployed. The Delivery Partner will plan and manage official emergency and local access points as appropriate.

6. Route Dressing

The Delivery Partner will be responsible for:

- Planning how the routes will be dressed
- Producing, installing and recovering all materials
- Using reasonable endeavours to prevent ambush marketing to the extent that this can be controlled

Execution Version

Note: It is recognised that TfL and other RideLondon stakeholders may have a role to play in preventing and dealing with ambush marketing on its/their highways and land and the Delivery Partner should collaborate with key stakeholders to develop suitable action plans.

Crowd Management

7. Crowd Management Planning

- The Delivery Partner will undertake risk assessments and produce plans for the safe management of spectators and participants attending the Event (and the general public).
- The Delivery Partner will develop and ensure the compatibility of crowd management plans with other plans e.g. for barriers, wayfinding signage, traffic management measures etc as appropriate.

8. Crowd Management Stewards

- The Delivery Partner will procure, brief, control and supervise crowd management stewards in accordance with its crowd management plans.
- The Delivery Partner will deploy senior/supervisor stewards and stewards at suitable ratios will brief senior/supervisor stewards and stewards. In addition, the Delivery Partner will be responsible for providing specific briefings and briefing materials it believes are required in advance of the Event.

9. Crowd Management Barriers

- Barriers will be required in certain locations to ensure the safety of spectators and the general public is maintained, for example where there is likely to be potential for crowding, a risk of conflict with vehicles or a requirement to delineate pedestrian routes.
- The Delivery Partner will prepare crowd management barrier plans in consultation with relevant stakeholders and in accordance with its own risk assessments. The Delivery Partner will deploy barriers in accordance with these plans and recover them promptly following the Event.
- The Delivery Partner must work with the Met Police's Security Coordinators regarding appropriate and proportionate requirements and cover the costs for any Protective Measures required.

10. Fencing

- The Delivery Partner will decide what security fencing will be required to secure production compounds, to restrict or prevent access to historic or environmentally sensitive sites and for a range of other purposes.
- The Delivery Partner will prepare fencing plans in consultation with relevant stakeholders and in accordance with its own risk assessments. The Delivery Partner will deploy fencing in accordance with these plans and recover it promptly following the Event.

11. Pedestrian and cycle Wayfinding Signage

- The Delivery Partner will develop and implement a wayfinding signage plan
- Traffic Management

Execution Version

a. Traffic Management Planning

The Delivery Partner will prepare traffic management plans detailing (but not limited to):

- Inner closures required at junctions directly along the routes themselves
- Outer closures necessary to facilitate the movement of diverted/displaced traffic at points not immediately adjacent to the route
- Closures and suspensions required for other traffic management purposes
- Closures required for crowd management purposes
- Additional closures to deliver community benefits
- Scheduling - covering the build and breakdown
- Signage points (including advance warning signage) and traffic management equipment (barriers, cones etc.)
- Traffic management stewarding points

b. Traffic Management Stewards

- The Delivery Partner will procure, control and supervise traffic management stewards in accordance with the requirements of its traffic management plans.
- The Delivery Partner will deploy senior/supervisor stewards and stewards at suitable ratios and will brief senior/supervisor stewards and stewards. In addition, the Delivery Partner will be responsible for providing specific briefings and briefing materials as required in advance of the Event.

c. Traffic Management Signs & Equipment

- The Delivery Partner will be responsible for the procurement, installation, maintenance and recovery of temporary traffic management signage, in addition to gaining all necessary local authority approvals for it. This includes advance warning, variable message and static Event day signage.
- The Delivery Partner will be responsible for the procurement, installation, maintenance and recovery of all other equipment necessary to implement the traffic management plans.

d. Traffic Orders / Parking Suspensions

- The Delivery Partner will provide details of its road closure / traffic management plans to enable TTL and/or the relevant highway authority to draft the Traffic Management Orders. TTL will be responsible for advertising the Traffic Management Orders. Subject to this Agreement and any agreement to the contrary with relevant authorities, the Delivery Partner will be responsible for covering the costs of this.
- The Delivery Partner will identify parking bays that need to be suspended as a consequence of the Event and notify these to the relevant highway authority for implementation of the closures. Subject to this Agreement and any agreement to the contrary with relevant authorities, the Delivery Partner will be responsible for covering the costs of this.

Execution Version

e. Tow Away Vehicles

- The Delivery Partner will make any arrangements necessary to enable the timely removal of vehicles parked in contravention of traffic orders that may otherwise interfere with the safe delivery of the Event to the extent that it is authorised to do so by TTL or the relevant authorities.
- The Delivery Partner will liaise with all highways authorities and, subject to this Agreement and any agreement to the contrary with relevant authorities will cover the costs of any enforcement officers required to legally remove these vehicles.
- To the extent that the Delivery Partner is not authorised to make such arrangements, TTL will or will procure that the relevant authorities do so subject to the Delivery Partner paying the relevant third party or authority charges (excluding for the avoidance of doubt internal TTL time the cost of which shall be borne by TTL) subject to this Agreement.

f. Cleansing

- It is the responsibility of the Delivery Partner to work with each local authority to ensure that all roads are cleansed as appropriate, prior to opening the roads.

12. Event Command, Coordination and Communications

a. Network Management Control Centre (NMCC)

- The NMCC is expected to be based at Palestra, (197 Blackfriars Road, Southwark, London, SE1 8NJ) and TTL will resource the control centre appropriately.

b. Radio Communications

- The Delivery Partner will develop a radio communications strategy that aligns with the overall approach to Event command coordination and communications.
- The Delivery Partner will procure the frequencies, equipment and specialist personnel necessary to implement and operate the radio communications system(s).

13. Welfare

a. First Aid

- As part of the usual multi agency approach to major events the Delivery Partner will liaise with the London Ambulance Service and any other relevant regional ambulance service as appropriate on the planning and delivery of first aid services.
- The Delivery Partner will arrange for first aid services for staff and crew throughout the build and breakdown. During delivery of RideLondon, the Delivery Partner will arrange event cover in accordance with agreed plans both along routes and in and around venues to cover participants and spectators.

b. Toilets

- The Delivery Partner will plan and procure temporary toilet facilities in venues and along routes taking account of (but not limited to):

Execution Version

- The nature of the Event
- The profile and numbers of participants and spectators
- Requirements for production and hospitality areas etc
- Levels of existing provision
- The need to minimise crowding and queuing problems
- Servicing considerations
- Access/egress and available suitable space

c. Information Points

- The Delivery Partner will plan and provide a suitable network of staffed information points. The number, design and function of these points will be for the Delivery Partner to determine taking account of established best practice.

14. Transportation

a. Crew

- The Delivery Partner will procure all vehicles required by its event management and production team in connection with the delivery of the Event. Any congestion charge and parking costs will be met by the Delivery Partner.

b. Secure Cycle Parking

- The Delivery Partner should consider the requirement for cycle parking at start and finish areas as a minimum for participants and spectators wanting to secure their bicycle whilst they spectate or take part in other activities during RideLondon. The level and nature of any provision will be for the Delivery Partner to determine. The Delivery Partner will need to give consideration to the potential safety implications of having large numbers of spectators with bicycles in congested areas.

c. Inspiration Ride Arrival/Departure Point or Points

- The Delivery Partner will need to consider how participants will arrive for RideLondon and depart Central London and plan accordingly.

d. Disabled Access

- The Delivery Partner will consider whether any specific arrangements (infrastructure or operational interventions) are required for disabled participants/spectators and build appropriate measures into its plans.

15. Other Production

a. Trackway

- The Delivery Partner will need to provide trackway or other overlay and/or take other measures where required by the land owner.

Execution Version

b. Power

- In the event that there is a need for temporary power this should be met by super silenced diesel or bio-diesel generators or a demonstrably equivalent/better solution or as may be agreed with the relevant land owners.

c. Waste

- The Delivery Partner will be responsible for disposing of waste generated by it and its contractors during the build and breakdown.

d. Security

- The Delivery Partner will be responsible for the provision of all event security requirements arising in connection with its delivery of the Event, for example, site security for build and breakdown and manned guarding of infrastructure as required during the Event.

e. Accreditation / Ticketing

- The Delivery Partner will be responsible for setting up and managing accreditation/ticketing systems as appropriate to control access to:
 - Production compounds / back of house
 - Restricted access spectator areas
 - Hospitality areas
 - Any other restricted access areas under its control

f. Crew Travel, Accommodation and Welfare

- The Delivery Partner will work with its contractors to make suitable travel, accommodation, catering and other welfare arrangements for the Event workforce.

g. Volunteers

- It will be for the Delivery Partner to determine how it might make best use of volunteers and to recruit, train and manage volunteers accordingly.

h. Breakdown / De-Rig

- The Delivery Partner will put processes in place to ensure that after the Event all equipment, materials, waste etc are removed from venues and the routes in a timely manner and in accordance with agreed schedules.

Other Stakeholders

The Delivery Partner is expected to lead on the management of the relationships with The Royal Parks; and take the day to day delivery lead in the on-going relationship with the boroughs.

G. FreeCycle Specific Requirements

1. Registration

Execution Version

The Delivery Partner will put forward recommendations to control participation in FreeCycle to mitigate congestion on the day and maximise the opportunity to communicate with participants.

2. Start / Finish Areas

The FreeCycle route will need to be accessible to participants from a number of different points depending on their direction of approach.

3. Led Rides

The Delivery Partner will develop and coordinate a led ride strategy

4. Mechanical Support

The Delivery Partner will ensure that mechanical support (mobile and at fixed points) is provided for minor adjustments and running repairs to bicycles. Note this service must be provided free of charge to Event Participants (except for the cost of any spare parts which may be charged for).

5. Refreshments

The Delivery Partner will ensure that, water is made available to Event Participants at regular points around the Event route, in line with the event sustainability objective.

6. Activation

The Delivery Partner will provide event activation plans for FreeCycle

H. Inspiration Ride - Specific Requirements

1. Participant Registration, Event Websites & Social Media

- the Delivery Partner will be expected to provide copy/content in the following types of areas:
 - Event entry and ride information
 - Associated event information
 - Latest Event news service
 - Training and nutritional advice
 - Equipment / mechanical tips and advice
 - Motivational tips and advice
 - Raising money for Charity / good causes
 - Sponsor links / information
 - Interactive route maps
 - Moderation of social media platforms

2. Start Protocols

- The Delivery Partner will develop start protocols which assures TTL that up to 25,000 Event Participants can start the Inspiration Ride safely and efficiently.

Execution Version

3. Rider Medical Care/Screening

- The Delivery Partner will include appropriate health and fitness advice on the Event Website.

4. Time Limits

- The Delivery partner's arrangements will include the provision of a broom wagon to pick up Event Participants and their bicycles in the event that they can't make it to the finish due to mechanical or other incident.

5. Rider Numbers

The Delivery Partner will be required to provide a unique number to be affixed prominently to each Event Participant to enable easy identification.

6. Feed Zones

The Delivery Partner will provide a range of food and liquid refreshment along the Inspiration Ride routes. The number, distribution and design of feed zones will be determined by the Delivery Partner to ensure every rider can access refreshments safely.

7. Diverse audience participation

The Delivery Partner will encourage participation of the Inspiration Ride among Women and ethnically diverse audiences.

I. Elite Road Races - Specific Requirements

1. UK Terrestrial TV Coverage

The Delivery Partner will use its best endeavours to ensure the Classique women's race will be broadcast as part of a live and recorded show on UK Terrestrial TV

2. Field of Play Rules

The Delivery Partner will be responsible for ensuring compliance with all aspects of the Field of Play Rules.

3. Team / Rider Participation

The Delivery Partner will work with UCI teams and their riders to maximise the participation of a world-class professional field.

It is normal practice for organisers to enter into contracts to secure the participation of certain teams. The Delivery Partner will be responsible for negotiating these contracts and should make allowance for this within the Event Budget.

4. Race Programme - Technical Guide

The Delivery Partner will produce a Race Programme covering all details of organisation including (but not limited to):

- The Field of Play Rules applicable to the Event
- Anti-doping arrangements
- Opening hours and location of race headquarters and other facilities

Execution Version

- Location and timing of briefings
- Prizes and awards ceremony procedures
- The presence of neutral support services
- A description of the course with exact start and finish points, profile, distances, feeding points, obstacles on the course
- A schedule of anticipated arrival times on route
- Details of hospitals (pre warned by the organiser to accept any injured Event Participants)
- Contact details for race officials

2. Race Radio

The Delivery Partner will provide a race radio information service from the car of the president of the commissaires' panel. All vehicles in the race convoy must be equipped with a receiver so that they can continually pick up race radio.

3. Vehicles

The Delivery Partner will need to provide vehicles for use during the race for race officials' e.g. international commissaires.

4. Neutral Service

The Delivery Partner will provide at least 3 adequately equipped neutral technical support vehicles (cars or motorcycles) and a broom wagon.

5. Race Escort

The Delivery Partner will arrange appropriate rolling escorts and static yellow flag marshals to ensure smooth and safe passage for the race along the route. Typically this would require a mix of Police and National Escort Group resources and/or specially trained marshals.

6. Start Area

The Delivery Partner will provide a staged area for elite riders to be presented to spectators and to sign on at the start of the race.

7. Finish Area

- a. The Delivery Partner will erect signage to mark the last kilometre (to be marked by a red triangle) and the following distances from the finishing line: 500m, 300m, 200m, 150m, 100m and 50m. The Delivery Partner will erect a gantry over the finish line.
- b. The Delivery Partner shall, before the finish line, provide a detour which all race vehicles (including motorbikes) must follow unless they are specifically authorised to cross the finish line.
- c. The Delivery Partner will provide a photo finish and electronic timing facility.
- d. The Delivery Partner will be required to provide a sufficiently large area beyond the finishing line to enable accredited persons/officials to work correctly. That area shall be accessible solely

Execution Version

to the persons responsible for organisation, medical personnel and accredited press and other accredited personnel.

8. Spectator Engagement

As a minimum the Delivery Partner will provide a public address system in the finish area.

9. Press Facilities

The Delivery Partner will be required to provide press accreditation services, a press room and press conference room and telecommunications facilities. The press room should be equipped with tables, chairs, electric outlets, telephone points, wireless internet, etc.

10. Anti-Doping

The Delivery Partner will provide facilities for the purposes of anti-doping consistent with the requirements and standards set by the UCI or relevant anti-doping authorities.

11. Rider Medical Care

Medical care for elite riders during the race shall be led exclusively by medical personnel arranged and designated by the Delivery Partner from the moment the elite riders enter the start area until they leave at the finish.

12. Protocol / Ceremonies

The Delivery Partner will be responsible for official protocol, ceremonies etc including providing a suitable stage for the rider presentation and arranging for trophies to be awarded as appropriate.

J. Festival Activation - Specific Requirements

The Delivery Partner will establish an annual weekend festival which reaches communities along the Event routes which should consider the following themes:

- Healthy living
- Cycling & London as a cycling city and encouraging lapsed and new cyclists to take up regular cycling
- A family festival type atmosphere, including entertainment
- Bike maintenance and demonstrations

SCHEDULE 3 - TRANSFER REGULATIONS

A20 Transfer of Employees to Delivery Partner

A20.1 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.1.1 **“Current Delivery Partner(s)”** means the provider or providers of services substantially similar to the Services immediately before the Services Transfer Date;

A20.1.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.1.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.1.4 **“Final Staff List”** has the meaning set out in Clause A21.4;

A20.1.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Delivery Partner and start to be performed by TTL or any Replacement Delivery Partner when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Delivery Partner to TTL, any member of the TfL Group or any Replacement Delivery Partner occurs;

A20.1.6 **“Relevant Period”** means the period starting on the earlier of:

(a) the date falling six (6) calendar months before the Expiry Date;
or

(b) if the Agreement is terminated by either party in accordance with Clauses 2.3 or 28.2, the Delivery Partner in accordance with Clause 27.9 or by TTL in accordance with Clauses 12.3, 20.16, **Error! Reference source not found.**, 28.3 or 30, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A20.1.7 **“Replacement Delivery Partner”** means any replacement supplier or provider to TTL of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A20.1.8 **“Re-Transferring Personnel”** means any Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will (with the exception of any Personnel who object to the transfer) transfer to TTL, any member of the TfL Group or the Replacement Delivery Partner pursuant to TUPE with effect from the Further Transfer Date provided

Execution Version

that the Delivery Partner may at its discretion reassign such Personnel in advance of the Further Transfer Date;

A20.1.9 **“Services Transfer Date”** means the date the provision of the Services transfers from the Current Delivery Partner and any Sub-Contractor to the Delivery Partner and any Sub-Contractor;

A20.1.10 **“Staff List”** has the meaning set out in Clause A21.1;

A20.1.11 **“Staffing Information”** has the meaning set out in Clause A21.1;

A20.1.12 **“Sub-Contractor”** means any sub-contractor to the Current Delivery Partner(s), the Delivery Partner to whom Regulation 3 of TUPE applies which is engaged in the provision of the Services or any part of them and includes the sub-contractor of any such sub-contractor;

A20.1.13 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Delivery Partner and any Sub-Contractor to the Delivery Partner and any Sub-Contractor;

A20.1.14 **“Transferring Staff”** means such employees of the Current Delivery Partner(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Agreement are listed in Appendix 1 to this Clause A20; and

A20.1.15 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.2 It is understood and acknowledged by the parties that TUPE may apply to the Transfer of Services and accordingly, pursuant to TUPE, the contracts of employment between the Current Delivery Partner and any Sub-Contractor and the Transferring Staff will have effect from the Services Transfer Date as if originally made between the Delivery Partner (or its Sub-Contractors) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A20.3).

A20.3 The Delivery Partner will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Services Transfer Date.

A20.4 The parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.4.1 the Current Delivery Partner(s) will be responsible for any Employment Costs relating to the period up to the Services Transfer Date; and

A20.4.2 the Delivery Partner will be responsible for any Employment Costs relation to the period on and after the Services Transfer Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Delivery Partner(s) and the Delivery Partner, regardless of when such sums fall to be paid.

A20.5 TTL warrants to the Delivery Partner that none of TTL's or any member of the TfL Group's employees will transfer to the Delivery Partner under TUPE as a result of the Transfer of Service.

Execution Version

- A20.6 The Delivery Partner will indemnify and keep indemnified TTL, any member of the TfL Group and the Current Delivery Partner(s) (and its Sub-Contractors) from and against all Employment Liabilities which TTL, any member of the TfL Group or the Current Delivery Partner(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- A20.6.1 any act or omission by or on behalf of the Delivery Partner (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Services Transfer Date;
 - A20.6.2 any failure by the Delivery Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;
 - A20.6.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Delivery Partner (or its Sub-Contractors) before the Services Transfer Date;
 - A20.6.4 the employment or termination of employment by the Delivery Partner (or its Sub-Contractors) of any Transferring Staff on or after the Services Transfer Date;
 - A20.6.5 any actual or proposed changes by the Delivery Partner (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A20.7 The Delivery Partner will provide the Current Delivery Partner(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Services Transfer Date with all information which the Current Delivery Partner (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to TTL when it has done so and provide a copy to TTL.
- A20.8 The Delivery Partner warrants and undertakes to TTL that all information given to the Current Delivery Partner(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A20.9 Clause 36.1 shall be amended so that benefits conferred on the Current Delivery Partner or its Sub-Contractors under this Clause A20 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A20

List of Transferring Staff

There are no Transferring Staff

Execution Version

A21 Transfer of Employees on Expiry or Termination

- A21.1 The Delivery Partner will promptly provide (and procure that its Sub-Contractors provide) when requested by TTL (but not more than once a year) and not more than fourteen (14) calendar days after the date of any notice to terminate this Agreement given by either party, the following information to TTL:
- A21.1.1 an anonymised list of current Personnel and employees of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");
 - A21.1.2 subject to and in compliance with the Data Protection Legislation, such of the information specified in Appendix 1 to this Clause A21 as is requested by TTL in respect of each individual included on the Staff List;
 - A21.1.3 In the situation where notice to terminate this Agreement has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Delivery Partner considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Delivery Partner thinks such persons will not transfer,
- such information together being the "**Staffing Information**".
- A21.2 The Delivery Partner will notify TTL as soon as practicable and in any event within five (5) calendar days of the Delivery Partner becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.
- A21.3 The Delivery Partner warrants to TTL that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- A21.4 Subject to Clause A21.5, the Delivery Partner will provide TTL with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than twenty-eight (28) calendar days before the Further Transfer Date.
- A21.5 If the Agreement is terminated by either party in accordance with Clauses 2.3 or 28.2, the Delivery Partner in accordance with Clause 27.9 or by TTL in accordance with Clauses 12.3, 20.16, **Error! Reference source not found.**, 28.3 or 30 then the Final Staff List will be provided by the Delivery Partner to TTL as soon as practicable and no later than fourteen (14) calendar days after the date of termination of the Agreement.
- A21.6 The Delivery Partner warrants that as at the Further Transfer Date:
- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to TTL.
- A21.7 During the Relevant Period the Delivery Partner will not and will procure that its Sub-Contractors do not without the prior written consent of TTL (such consent not to be unreasonably withheld or delayed):

Execution Version

- A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that TTL is informed promptly of such termination);
 - A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel other than in the ordinary course of business;
 - A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Personnel other than temporarily and in the ordinary course of business; or
 - A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel unless it is for all staff of the Delivery Partner.
- A21.8 The Delivery Partner will promptly notify TTL of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A21.9 The Delivery Partner agrees that TTL will be permitted to disclose any information provided to it under this Clause A21 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by TTL to review the delivery of the Services and to any Replacement Delivery Partner.
- A21.10 If TUPE applies on the expiry or termination of the Agreement, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Delivery Partner, the following will apply:
- A21.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and TTL, any member of the TfL Group or Replacement Delivery Partner (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
 - A21.10.2 During the Relevant Period the Delivery Partner will:
 - A21.10.2.1 provide TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate) with access to such employment and payroll records as TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate);

Execution Version

- A21.10.2.2 allow TTL, any member of the TfL Group, or Replacement Delivery Partner (as appropriate) to have copies of any of those employment and payroll records;
- A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate); and
- A21.10.2.4 co-operate with TTL, any member of the TfL Group and any Replacement Delivery Partner in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Delivery Partner will procure such Sub-Contractors provide TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate) with the same level of access, information and cooperation.

- A21.10.3 The Delivery Partner warrants to each of TTL, any member of the TfL Group and the Replacement Delivery Partner that as at the Further Transfer Date no Re-Transferring Personnel (except where the Delivery Partner has notified or does notify TTL prior to the Further Transfer Date, any member of the TfL Group and the Replacement Delivery Partner (if appointed) in writing to the contrary) to the Delivery Partner's knowledge:
 - A21.10.3.1 is under notice of termination;
 - A21.10.3.2 is on long-term sick leave;
 - A21.10.3.3 is on maternity, parental or adoption leave;
 - A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
 - A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate);
 - A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - A21.10.3.7 has received a written warning (other than a warning that has lapsed);
 - A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate) under TUPE.
- A21.10.4 The Delivery Partner undertakes to each of TTL, any member of the TfL Group and any Replacement Delivery Partner that it will (and will procure that its Sub-Contractors will):

Execution Version

- A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Delivery Partner or any Sub-Contractors which fall due in the period up to the Further Transfer Date;
 - A21.10.4.3 to pay to TTL, any member of the TfL Group or the Replacement Delivery Partner (as appropriate) within seven (7) calendar days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A21.10.5; and
 - A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to TTL, any member of the TfL Group or Replacement Delivery Partner (as appropriate) such information as TTL, any member of the TfL Group or Replacement Delivery Partner may request in order to verify such compliance.
- A21.10.5 The parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- A21.10.5.1 the Delivery Partner will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
 - A21.10.5.2 TTL, any member of the TfL Group or (where appointed) any Replacement Delivery Partner will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,
- and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).
- A21.10.6 The Delivery Partner will indemnify and keep indemnified each of TTL, any member of the TfL Group and any Replacement Delivery Partner from and against all Employment Liabilities which TTL, any member of the TfL Group or the Replacement Delivery Partner incurs or suffers arising directly or indirectly out of or in connection with:
- A21.10.6.1 any failure by the Delivery Partner to comply with its obligations under this Clause A21.10;
 - A21.10.6.2 any act or omission by or on behalf of the Delivery Partner (or its Sub Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
 - A21.10.6.3 any failure by the Delivery Partner (or its Sub Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by TTL, any member of the TfL Group or the Replacement Delivery Partner to comply with Regulation 13 of TUPE);
 - A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to

Execution Version

PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Commencement Date to the Further Transfer Date;

A21.10.6.5 any claim or demand or other action taken against TTL, any member of the TfL Group or any Replacement Delivery Partner by any person employed or engaged by the Delivery Partner (or its Sub Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that TTL, any member of the TfL Group or Replacement Delivery Partner has inherited any liability from the Delivery Partner (or its Sub Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Agreement, the Delivery Partner will remain responsible for the Personnel and will indemnify and keep indemnified TTL against all Employment Liabilities which TTL incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Personnel or former Personnel.

A21.12 TTL shall indemnify the Delivery Partner against all claims arising from its, any member of the TfL Group or any Replacement Delivery Partner's failure to perform and discharge any obligation and against any claims in respect of any Re-Transferring Personnel arising from or as a result of:

A21.12.1 any act or omission by TTL any member of the TfL Group or any Replacement Delivery Partner, relating to Re-Transferring Personnel occurring on or after the Further Transfer Date; and

A21.12.2 all and any claims in respect of all Employment Costs in relation to the Re-Transferring Personnel (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Further Transfer Date.

A21.13 Clause 36.1 shall be amended so that benefits conferred on the Replacement Delivery Partner under this Clause A21 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A21

Information to be provided in respect of those on the Staff List

- An estimated amount of time spent on the Services (or any part of the Services specified by TTL)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date

Execution Version

- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of TTL or any member of the TfL Group;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from TTL or any member of the TfL Group to the Delivery Partner under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart

SCHEDULE 4 - EVENT BUDGET AND AUDITING

1 Definitions

In addition to the definitions set out in the Agreement, the following definitions are used in this Schedule:

“**Baseline Event Budget**” shall have the meaning given to it in paragraph 4.5;

“**[REDACTED]**” shall have the meaning given to it in paragraph 4.5;

“**Costs**” means the direct costs (excluding VAT or other applicable sales taxes or duty save where such VAT or other taxes or duties are not recoverable by the Delivery Partner) which are necessarily and exclusively incurred by the Delivery Partner in connection with its provision of the Services in accordance with this Agreement (including without limitation, TTL’s Event Costs), which costs shall fall within the line items set out in the Event Budget and may include Overhead and Staff Costs and subject to such additional limitations on such costs as may be set out in this Agreement;

“**Initial Event Budget**” shall have the meaning given to it in paragraph **Error! Reference source not found.** of Schedule 4 (Event Budget and Auditing);

“**Loss**” means where the Costs allocated to an Event exceed the Revenue generated by an occurrence of such Event, the difference between such Revenue and Costs for that Event;

“**Overhead**” means the cost reflecting a proportion of central overhead, which the Delivery Partner shall be entitled to allocate to the Services, which cost is (subject to certification in accordance with paragraph 2.2(a)) as set out in the Event Budget (as may be varied in accordance with paragraph 4 of this Schedule below);

“**Reserved Budgetary Matter**” shall have the meaning given to it in paragraph 4.6;

“**Revenue**” means gross revenue received, whether in money or money’s worth (including value-in-kind, save to the extent that such value-in-kind results in a demonstrably equivalent saving in Costs in accordance with paragraph 2.2(f) below or is delivered by sponsors as part of their activation or in connection to the Event), by or on behalf of the Delivery Partner or a member of the Delivery Partner’s Group in connection with the Services and/or the Event, including without limitation revenue generated or received in relation to the exploitation of the Commercial Rights and revenue set out in the Event Budget and, for the avoidance of doubt, also excluding any revenue generated by or on behalf of the Founding Partners (including their

Execution Version

licensees and partners), in connection with rights not granted to the Delivery Partner under this Agreement excluding Bequest Income;

“**Staff Costs**” means the internal costs to the Delivery Partner of Personnel employed by the Delivery Partner in connection with the Services, calculated pro rata on the basis of the time to be spent by such employees on the Services, which costs shall be as set out in the Event Budget (as may be varied in accordance with paragraph 4 of this Schedule below);

“**Surplus Revenue**” shall have the meaning given to it in paragraph 7.5;

“**Surplus Revenue Share**” shall have the meaning given to it in paragraph 7.6; and

“**TTL Event Costs**” means the annual costs reasonably incurred by TTL in carrying out its obligations under paragraph 1 of the TTL Obligations in relation to each Event.

2 Control of Costs

2.1 The Delivery Partner shall be solely responsible for effectively controlling the costs for the Event to ensure its long term viability and shall use reasonable endeavours to maximise Surplus Revenue under this Agreement provided that the obligation to maximise Surplus Revenue does not, in the reasonable opinion of the Delivery Partner, cause a conflict with the Delivery Partner’s obligation to meet the Critical Success Criteria.

2.2 Without limitation to the foregoing, the Delivery Partner shall:

- (a) ensure that the proportion of Overhead allocated to the provision of the Services is certified by the Delivery Partner’s chief financial officer to the effect that it is equivalent to other allocations of such overhead in respect of comparable business units (in terms of size and nature of business) within the Delivery Partner organisations and not increase the cost of Overhead allocated to the Services included in the Event Budget except in accordance with paragraph 4 of this Schedule;
- (b) ensure that its Staff Costs from time to time reflect only such time as Personnel employed by it are engaged in connection with the Services and not increase the Staff Costs included in the Event Budget except in accordance with paragraph 4 of this Schedule;
- (c) ensure that, where reasonably possible, a transparent and competitive process is (or has been) used for the appointment of suppliers and sub-contractors in respect of whom it is proposed that fees or expenses of two (██████████ ██████████) per annum or greater will be paid in connection with the provision of the Services or the Event; and
- (d) use its reasonable endeavours to obtain and take advantage of all available Discounts (and keep complete records of all such Discounts);
- (e) without prejudice to its other obligations under this Agreement, use reasonable endeavours to maximise the Revenue received by it in connection with this Agreement, including (subject to Clause 8 (Commercial Rights) and Schedule 8 (Commercial Rights)) by maximising the value of the Commercial Rights available to it under this Agreement; and
- (f) save in respect of sponsorship agreements, not, without the prior written

Execution Version

approval of TTL (not to be unreasonably withheld or delayed), agree the provision of value-in-kind, in place of a cash consideration, save to the extent that such value-in-kind results in a demonstrably equivalent saving in Costs (due to the Delivery Partner no longer having to purchase the goods or services comprised in such value-in-kind offer in order to provide the Services under this Agreement) and in seeking any such approval from TTL, provide all such details of the relevant value-in-kind offer as may enable TTL to assess the benefit to the Event of such value-in-kind offer and the extent of any Cost saving;

- (g) use all reasonable endeavours in accordance with good business practice to secure payment of sums owing from third parties in respect of the grant of Commercial Rights pursuant to this Agreement or otherwise in respect of the Services or the Event.

3 TTL Event Costs

- 3.1 Pursuant to Clause 7.1(a)(ii), the Delivery Partner will pay the TTL Event Costs in accordance with this paragraph 3.
- 3.2 As soon as reasonably practicable after each Event, TTL will submit to the Delivery Partner an invoice for the TTL Event Costs together with such evidence of such costs as the Delivery Partner may reasonably require. The Delivery Partner will pay the amount specified in the invoice within twenty eight (28) calendar days of the date of such invoice provided that where the Delivery Partner disputes any amount included in such invoice, the Delivery Partner shall pay the undisputed amount and the balance will be determined in accordance with the dispute process referred to in paragraph 10 (Disputes) of this Schedule 4 (Event Budget and Auditing).
- 3.3 If the TTL Event Costs may exceed [REDACTED] [REDACTED] ("Base Cost") for any Event (subject to increase each year after the first Event in line with the Retail Price Index plus 1%), the parties will work together in good faith to consider how best to mitigate any excess costs.
- 3.4 If the TTL Event Costs exceed the Base Cost in any year (subject to increase each year after the first Event in line with the Retail Price Index plus 1%) and to the extent that any such excess has not been mitigated, TTL and the Delivery Partner will be responsible for the excess TTL Event Costs as follows:
 - (a) for the Base Cost (subject to increase each year after the First Event in line with the Retail Price Index plus 1%): the Delivery Partner is responsible for the full amount;
 - (b) for the next [REDACTED]: TTL is responsible;
 - (c) for the [REDACTED] TTL and the Delivery Partner will each be responsible for 50% of such excess TTL Event Costs; and
 - (d) to the extent that the TTL Event Costs exceed the sum of (a), (b) and (c): TTL is responsible for all such excess.

For example: if the TTL Event Costs for the 2022 Event are [REDACTED] [REDACTED] and cannot be offset against other costs in the Event Budget, such TTL Event Costs will be paid as follows:

Execution Version

- (b) a variance of six percent (6%) or more in the overall Event Budget, in each case as compared to the applicable Baseline Event Budget (“**Reserved Budgetary Matter**”), then any such Reserved Budgetary Matter may not be made without the prior written approval of TTL (acting at all times reasonably and without undue delay).
- 4.7 In order to facilitate the agreement of any amendment or addition concerning a Reserved Budgetary Matter, all such proposed amendments or additions must be notified to TTL and the Strategy Group as soon as reasonably possible upon the identification by the Delivery Partner of the requirement or desire for such amendment or addition to be made. TTL shall notify the Delivery Partner of its decision by no later than ten (10) Business Days after receiving the written notification from the Delivery Partner of the Reserved Budgetary Matter. Should TTL fail to respond within such time frame, TTL shall be deemed to have irrevocably given its approval to the Reserved Budgetary Matter to the Delivery Partner. No costs may be incurred by the Delivery Partner in relation to such Reserved Budgetary Matter until such time as TTL has provided its approval in accordance with paragraph 4.6 above.
- 4.8 Save for any changes amounting to a Reserved Budgetary Matter which have not been approved by TTL in accordance with paragraph 4.6 above, the Delivery Partner shall update the Event Budget from time to time to reflect such changes to actual and forecast Costs, Revenue and Bequest Income as are necessary in its discretion. However, the Delivery Partner shall maintain the Event Budget in the same format as the Initial Event Budget and shall, without limitation, ensure that all actual and forecast Costs, Revenue and Bequest Income are specified to at least the same level of detail.
- 4.9 The Delivery Partner shall:
- (a) submit updated Event Budgets to the Finance Group no later than five (5) Business Days in advance of each meeting of such body under this Agreement, so as to enable scrutiny and discussion of such Event Budgets as a standing item on the agenda of the relevant meeting; and
- (b) otherwise provide full visibility of the up to date Event Budget and its constituent elements to Founding Stakeholders on TTL’s reasonable request.
- 4.10 The parties acknowledge that where any change to the Event Budget is a Reserved Budgetary Matter, the intention is that the parties will work together in good faith to mitigate any additional costs and/or to offset such additional costs against other line items in the Event Budget with the intention of keeping within the overall Event Budget.

5 Travel Demand Management

The Delivery Partner shall be responsible for all costs associated with the TDM Programme (subject to the provisions of paragraphs 7 and 9 of Schedule 11 (TTL Obligations) in accordance with Clause 5 (Travel Demand Management Programme) (the approximate costs of which shall be set out in the Event Budget.

6 Bequest Income

6.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Execution Version

7 Surplus Revenue

- 7.1 The Delivery Partner shall bear all costs incurred by it in connection with the delivery of the Services. The Delivery Partner acknowledges and agrees that it is providing the Services in consideration only of its entitlement to retain Revenue (including a share of Surplus Revenue (if any)) in accordance with this Schedule 4 (Event Budget and Auditing) and TTL shall not be obliged to pay any additional fees or costs in consideration of such Services.
- 7.2 All Costs and Revenue shall be allocated to an occurrence of the Event. Costs and Revenue shall be allocated to the occurrence of the Event in respect of which they are incurred or generated, as applicable. Where Costs or Revenue are incurred or generated in relation to more than one occurrence of the Event, then such Costs and Revenue shall be apportioned on a reasonable and appropriate basis between the occurrences of the Event in respect of which they are incurred (in accordance with generally accepted accounting principles). Such apportionment shall be shown on the Event Budget.
- 7.3 The Delivery Partner will be entitled to retain any and all Revenue generated by an occurrence of Event where the relevant Costs allocated to that Event exceed such Revenue. The difference between such Revenue and such Costs shall be referred to as the “**Loss**” arising from that Event, for the purposes of this Schedule.
- 7.4 Where the Revenue generated by an occurrence of the Event exceeds the Costs allocated to such Event then the surplus may be set off against Losses incurred in relation to previous occurrences of the Event.
- 7.5 In the event there is a remaining surplus after the process described in paragraph 7.4 above (“**Surplus Revenue**”) then the Delivery Partner is entitled to retain such Surplus Revenue up to [REDACTED]).
- 7.6 In the event the Event generates an accumulative Surplus Revenue in excess of [REDACTED] by expiry or termination of this Agreement (whichever is earliest), any such excess will be shared equally between TTL and the Delivery Partner (such shared excess of Surplus Revenue shall be each party’s “**Surplus Revenue Share**”).

8 Accounting and Payment

- 8.1 Actual Costs, Revenue, Loss, any Surplus Revenue and Surplus Revenue Share shall be calculated by the Delivery Partner annually, in relation to each occurrence of the Event, following such Event.
- 8.2 The Delivery Partner shall provide to TTL, within seven (7) months of the completion of each occurrence of the Event (or if such occurrence of the Event does not occur, the date on which such occurrence of the Event was scheduled to be completed), a statement in writing, in such format as TTL may reasonably require:
- (a) including an up to date Event Budget for that occurrence of the Event, showing the finalised Costs, Revenue figures for that occurrence of the Event; and
 - (b) showing the amount of Surplus Revenue (or if there is no Surplus Revenue, the amount of the relevant Loss and the sums applied in respect of previous Losses); and

Execution Version

- (c) the Surplus Revenue Share (if any) and giving all necessary particulars of how such amounts have been calculated.
- 8.3 The Delivery Partner shall ensure, at its cost, that the statement provided under paragraph 8.2 above is audited by an independent auditor. The Delivery Partner shall provide such independent auditor with such access as is necessary from time to time to inspect and take copies of all accounts, records and supporting documentation necessary in order to audit the statement. The Delivery Partner shall deliver a copy of the audited accounts within thirty (30) days of their approval by its shareholders.
- 8.4 The Delivery Partner shall pay TTL's Surplus Revenue Share to TTL, without any deduction or withholding, save as expressly set out in this Schedule, within thirty days of the delivery of the statement under paragraph 8.2 relating to the last Event held under this Agreement (whether this Agreement is terminated or expires).
- 8.5 All sums to be paid by the Delivery Partner under this Agreement shall be in pounds sterling and payment shall be made by electronic transfer with any applicable charges on such payments being at the Delivery Partner's expense.
- 8.6 All sums payable under this Agreement are exclusive of VAT or any other applicable tax or duty payable upon such sums which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 8.7 TTL shall be entitled to charge interest (after as well as before judgment) on any overdue payment at the rate of two percent (2%) per annum above the base rate of HSBC Bank plc from time to time prevailing over the period from which sum was due.
- 8.8 In the event that either party discovers that an under-payment or over-payment of Surplus Revenue Share has occurred, it will promptly notify the other and the amount of any under payment will be paid with, or the amount of any over payment will be deducted from the next payment of Surplus Revenue Share due under this Agreement (or, if no such Surplus Revenue Share is payable following the next Event or there are no further Events as a result of the termination or expiry of this Agreement, then the relevant balancing payments shall be made at the same time Surplus Revenue Share would have been payable under this Agreement in respect of such next Event or within fourteen (14) days of termination or expiry of this Agreement, as applicable).

9 Records and Audit

- 9.1 The Records that the Delivery Partner is required to maintain under Clause 9.28 shall include all such records as are necessary to verify the following:
- (a) all Costs;
 - (b) the allocation of Overhead (including to establish that it is equivalent to other allocations of such overhead in respect of comparable business units (in terms of size and nature of business) within the Delivery Partner);
 - (c) the allocation of Staff Costs (including to establish that such Staff Costs reflect only such time as Personnel employed by it are engaged in connection with the Services);
 - (d) all Revenue;
 - (e) all value-in-kind, including all Cost savings achieved as a result of the provision of such value-in-kind;

Execution Version

- (f) all debts which, if paid, would amount to Revenue;
- (g) any Loss; and
- (h) any sums applied to satisfy any Loss in relation to a previous occurrence of the Event;
- (i) any Surplus Revenue; and
- (j) the parties' respective Surplus Revenue Shares,

together with all necessary supporting information (including, without limitation, accounts, contracts, supplier and sub-contractor invoices, Delivery Partner invoices and receipts, information regarding Personnel, including timesheets, and such other information as may reasonably be requested by TTL or the relevant auditor).

- 9.2 All such Records will be subject to audit in accordance with Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).

10 Disputes

- 10.1 In the event of any dispute between the parties in relation to calculations provided for in this Schedule, such dispute shall initially be referred for internal escalation in accordance with Clauses 48.1 and 48.2.
- 10.2 If the parties fail to come to an agreement on such matters in accordance with Clauses 48.1 and/or 48.2, then, rather than submitting the matter to mediation in accordance with Clause 48.3, either party may refer the matter to an expert to be agreed or (in default of express agreement within fourteen (14) days of nomination of an expert by either party) appointed at the request of either party by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- 10.3 The expert shall act as an expert and not as an arbitrator.
- 10.4 Within four (4) weeks of appointment of the expert (or such other timetable agreed in writing between the parties) pursuant to paragraph 10.2 above, each party shall make written submissions to the expert. The parties shall thereafter provide such additional submissions, Records or other evidence as the expert may request.
- 10.5 Within four (4) weeks of appointment of the expert (or such other timetable agreed in writing between the parties) pursuant to paragraph 10.2 above, the expert shall give his decision in writing to each party.
- 10.6 The written decision by the expert shall (in the absence of manifest error) be final and binding upon the parties.
- 10.7 The charges of the expert shall be shared equally between the parties, who shall jointly and severally undertake liability to the expert for the payment of those charges.

SCHEDULE 5 - EVENT BUDGET TEMPLATE

Event Budget			
[Year]			
	Income		
	Entries		
	TV & advertising		
	Sponsorship		
	Other		
	Total income		
	Expenditure		
COM	Communications		
EQU	Equipment		
INF	Infrastructure		
FAC	Facilities		
L&F	Licences & Fees		
MAR	Marketing		
P&M	Press & media		
PM	Participant Management		
SER	Services *		
SPO	Sponsor		
SPT	Sport (Elite)		
STF	Staff		
T&L	Transport and Logistics		
TEC	Technology		
	Irrecoverable VAT		
	Depreciation		
	Contingency		
	LMEL management fee		
	TfL Event Costs		
	Annual Licence Fee		
	Concession Fee		
	Total expenditure		
	Total profit / (loss)		

Execution Version

* Services include stewarding, security, venue hire, health and safety, traffic management, entertainment and consultancy fees

SCHEDULE 6 - TTL RESERVED MATTERS

- 1 Any matter impacting upon TTL's discretion in finalising the route for each part of the Event;
- 2 Any proposed amendment or addition to the Event Budget which comprises or, when combined with other amendments or additions made by the Delivery Partner within its discretion in accordance with Schedule 4 (Event Budget and Auditing), would result in a Reserved Budgetary Matter;
- 3 Any proposed amendment to the Event (including without limitation, the Event Routes) which results in TTL's Event Costs in delivering the TTL Obligations exceeding [REDACTED] that (and/or any subsequent) Event;
- 4 Any proposed cancellation of any occurrence of the Event;
- 5 Any proposed alteration of the date of any occurrence of the Event;
- 6 Any proposed change to the Event Participant Fees in excess of those payable for the 2019 Event plus an increase equal to the percentage increase in the Retail Price Index plus 1% each year;
- 7 The entering into by the Delivery Partner of:
 - (a) any agreement;
 - (b) any material variation in relation to an agreement;
 - (c) any proposed termination of any agreement,in connection with the exploitation of the Commercial Rights, where the relevant agreement includes sponsorship (any tier), broadcasting or merchandising or includes a licence of the Event Marks;
- 8 Methods of collection and/or uses of the Event Data by the Delivery Partner which are not methods of collection and/or uses of the Event Data as permitted by this Agreement;
- 9 Any proposed access to or use of Event Data by a third party other than as provided for in this Agreement;
- 10 Any matter which the Delivery Partner is reasonably aware would or may cause TTL to be in breach of any agreement made between TTL and any Event Stakeholder in connection with the TTL Obligations;
- 11 The proposed termination or material variation of any agreement made between the Delivery Partner and the Royal Parks;
- 12 Action to be taken by the Delivery Partner as a result of a material change of relationship or material dispute between the Delivery Partner and the Highways Agency or any local highways authority or other Event Stakeholder;

Execution Version

- 13 Action to be taken by the Delivery Partner as a result of a new and material health and safety risk or any material change to an existing health and safety risk;
- 14 Any proposed material changes to the Event Marks and strategy for marketing the Event;
- 15 The plans and processes according to which the parties will deal with any planned postponement, re-arrangement or cancellation of any occurrence of the Event (or part thereof);
- 16 Anything which the Delivery Partner is reasonably aware will or is reasonably likely to bring any of the Event Stakeholders and/or the Mayor of London into material disrepute; and
- 17 TTL's approval of the Brand Guidelines.

SCHEDULE 7 - EVENT STAKEHOLDERS

Founding Stakeholders:

- TfL (including TTL)
- Greater London Authority

Key Stakeholders: subject to amendment if the Event Routes are amended

• The Royal Parks	• Metropolitan Police Service and British Transport Police
• Westminster City Council	• London Ambulance Service
• The Royal Borough of Kensington & Chelsea	• London Fire Brigade
• London Borough of Hammersmith & Fulham	• NHS England
• London Borough of Wandsworth	• Highways England
• The Royal Borough of Kingston Upon Thames	• Historic Palaces
• London Borough of Richmond Upon Thames	• London Borough of Hackney
• London Borough of Newham	• London Borough of Hounslow
• London Borough of Tower Hamlets	• London Borough of Merton
• City of London Corporation	• Rail Delivery Group
• City of London Police	• Any new similar type of stakeholders who are impacted by any change in the Event or Event Routes proposed in accordance with Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).
• TfL modes - London Underground, London Overground, Taxis, Santander Cycle Hire, Buses, Coaches, Freight, Docklands Light Railway	

SCHEDULE 8 - COMMERCIAL RIGHTS

1 Commercial Rights

Subject to Clause 8 (Commercial Rights) and the general restrictions set out at paragraph 2 below, the Delivery Partner will have the right to exploit and generate revenue from the Commercial Rights in the Event. The rights have been broadly categorised as set out at paragraph 3 below. The Delivery Partner may from time to time propose additional Commercial Rights.

2 General Restrictions

2.1 The Delivery Partner agrees to consult TTL on the use and exploitation of the Commercial Rights and the Delivery Partner will have appropriate regard to the extent to which the Delivery Partner's proposals balance the need to generate revenue in the Event against a requirement that the right image of the Event is projected and the best possible Event Participant and spectator experience is provided. Notwithstanding the foregoing, the parties acknowledge and agree that sponsorship, broadcasting and merchandising, together with any licence to use or exploit the Event Marks in relation to the Commercial Rights is a TTL Reserved Matter and, as such, shall be subject to the relevant Approvals Procedure for TTL Reserved Matters.

2.2 The following rights will be reserved for TTL and other Founding Stakeholders and the Delivery Partner shall provide details of how it proposes to accommodate these reserved rights for approval by TTL (in accordance with the Approvals Procedure) in its proposals for the exploitation of Commercial Rights:

(a) following the identification of a tier one sponsor, the Delivery Partner will discuss with TTL whether the GLA wishes to use the Mayor of London logo in conjunction with the Event logo which would include that of the tier one sponsor. In the event that the GLA do so wish, the Delivery Partner will discuss with the tier one sponsor such use and provided the tier one sponsor agrees to such use and there is no negative effect on the commercial value to the Delivery Partner, the Mayor of London's logo will be used in or by the Event logo in such manner as the tier one sponsor, TTL and the Delivery Partner agree. In the event that the tier one sponsor does not agree to the use of the Mayor of London's logo in or by the Event logo or such use adversely affects the commercial value the tier one sponsor is prepared to pay the Delivery Partner, TTL and the Delivery Partner will discuss in good faith alternative uses within the Event of the Mayor of London's logo;

(b) the Delivery Partner shall use its reasonable endeavours to provide a position readily visible to a television audience on (subject to the requirements of sponsors and The Royal Parks):

(A) the finish gantry; and

(B) media backdrops;

(c) a requirement that the names and logos of TfL and the Mayor of London (provided to the Delivery Partner by TTL from time to time) are included in a reasonable specified manner on advertising and promotional materials in

Execution Version

relation to the Event, alongside other event partners as agreed in good faith between the parties.

3 Categories of Commercial Rights:

- 3.1 Sponsorship – selling sponsorship packages via a tiered structure, including a title sponsor of the Event, together with second tier and third tier sponsors/suppliers. Packages will be sold exclusively across product/service categories agreed between the parties. Sponsorship packages may include but not be limited to:
- (a) the right to develop a lock-up comprising the event logo adjacent to the title sponsor/ supporting sponsor's logo and the Mayor of London logo, subject to prior approval from the Founding Stakeholders;
 - (b) the right to use the name and logo/lock-ups for the promotion of the sponsor's/supplier's business;
 - (c) title sponsor lock-up to be included in TfL printed materials/web pages in relation to the event;
 - (d) official designations;
 - (e) guaranteed entries to events;
 - (f) tickets and hospitality opportunities;
 - (g) on-course branding and advertising (including boards/bannering at start and finish, gantry, podium, press backdrop, support vehicles, staff clothing, advertising arch, route signage etc);
 - (h) on-kit/number branding;
 - (i) demonstration of products in vicinity of the event; and
 - (j) branding on medals (if any), jerseys, mascots.
- 3.2 Broadcast & Media Rights – the right to appoint a host broadcaster and licensee broadcasters worldwide (including a domestic free-to-air broadcaster) and to enter into advertising or media partnerships with national and regional media publications. The right to create, produce, film, record, broadcast and transmit and/or distribute audio-visual images and to distribute mobile phone and digital media rights.
- 3.3 Media relations and PR – the right to participate in/conduct and allow sponsors to participate in appropriate Mayor of London media relations and PR activity including:
- (a) joint press activity with Mayor of London and TfL announcing the Delivery Partner/sponsor's involvement with the event; and
 - (b) an official launch event.
- 3.4 Participant income / revenue - charging entry fees to Event Participants, participating companies and participating charities (save in relation to the 'fun ride' which shall be free to enter).
- 3.5 Hospitality - selling a hospitality offering to sponsors, suppliers, other commercial partners and to corporate clients.

Execution Version

- 3.6 Digital/Online - utilising the Event Website and/or social media to promote the Event, including sponsor branding and/or paid-for advertising.
- 3.7 Public catering - appointing concessionaires to provide sales of food and beverage to members of the public in designated areas adjacent to the route of the Event.
- 3.8 Products/Merchandising - manufacturing and selling approved products and merchandise in and around the event or using the Event Marks.
- 3.9 Exhibitions - staging an event expo or similar complementary exhibitions in conjunction with the Event and charging exhibitors.
- 3.10 Travel and accommodation packages - selling official travel packages in relation to the Event.
- 3.11 Database – using and allowing third parties to use Event Data solely to the extent permitted in accordance with Clause 24 (Data Protection).
- 3.12 Ancillary events – conducting or allowing sponsors to conduct events ancillary to (and in-keeping with) the Event at the start and finish or at other appropriate locations (e.g. music events).
- 3.13 Newsletters, magazines and books including paid for advertising.
- 3.14 Photographs, film and DVDs of Event Participants.
- 3.15 Any other income or opportunity derived wholly from the licensing of the Event Marks or the staging of the Event.

SCHEDULE 9 - SPONSORSHIP POLICY AND PROHIBITED ACTIVITIES

Part A

Any business or activity involving any of the following:

- the manufacture of alcohol;
- the manufacture of tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco, and snuff) and e-cigarettes/vaping;
- gambling (excluding national licenced lotteries);
- the manufacture or sale of armaments or weapons of any nature;
- the provision of pay day loans;
- advocating discrimination and incitement to hatred;
- the manufacture or transfer of armaments to oppressive regimes;
- the manufacture or transfer of indiscriminate weapons;
- the manufacture or sale or transfer of torture equipment;
- the manufacture or sale or transfer of other equipment that is used in the violation of human rights;
- trade in illegal drugs;
- the provision of sex-related items or services (e.g. pornography, nude or semi-nude establishments, escort services and prostitution – excluding on-line dating);
- religious organisations;
- political candidates/parties and/or any pressure groups; or
- human embryonic cloning.

Part B

Any business or activity involving any of the following:

- impeding access to basic human necessities (e.g. safe drinking water or vital medicines);
- failing to uphold basic human rights within its sphere of influence;
- animal testing of cosmetic or household products or their ingredients;
- intensive farming methods (e.g. caged egg production);

Execution Version

- the fur trade;
- failing to implement basic labour rights as set out in the Fundamental ILO Convention (e.g. avoidance of child labour);
- actively opposing the rights of workers to freedom of association (e.g. in a trade union);
- taking an irresponsible approach to the payment of tax in the least developed countries;
- engaging in irresponsible marketing practices in developing countries (e.g. with regard to tobacco products); or
- linking to an oppressive regime.

SCHEDULE 10 - CRITICAL SUCCESS CRITERIA AND FINAL REPORTS

Part 1: Critical Success Criteria

The Event shall:

- 1 be an inspirational, world class cycling festival that showcases London to the world and minimises the impact to communities and businesses on and around the route;
- 2 be recognised as one of the safest mass participation cycling events in the World which supports the Mayor's Vision Zero Action Plan (<http://content.tfl.gov.uk/vision-zero-action-plan.pdf>) as measured by metrics approved by the Strategy Group six months before each Event;
- 3 inspire twenty five thousand (25,000) lapsed or new riders a year who continue to cycle post event, as measured by metrics approved by the Strategy Group six months before each Event;
- 4 increase year on year the number of participants from the across the following groups:
 - (i) women;
 - (ii) ethnically diverse communities;
 - (iii) inactive people; and
 - (iv) people with disabilities;
- 5 be recognised as being one of being the World's most environmentally sustainable mass participation cycling events by 2024, as measured by metrics set out in the Event Sustainability Plan to be approved by the Strategy Group not less than six (6) months prior to the First Event; and
- 6 be at no cost to the Founding Stakeholders or the tax payer other than as provided for in this Agreement or agreements with Key Stakeholders or other public bodies.

Part 2: Final Reports

The Delivery Partner shall set out the following in the Final Reports:

- 1 demonstrate performance against the Critical Success Criteria set out in paragraphs 1 – 6 in Part 1 above it being understood that element 5 cannot be reported until 7 months after the Event.
- 2 demonstrate progress on how the Critical Success Criteria set out in paragraphs 2 - 6 in Part 1 will be achieved and built on year on year;
- 3 report on:
 - (b) economic benefit to London once every three years;

- (c) income raised by the event for charities (including Bequest Income (as defined in Schedule 4 (Event Budget and Auditing)) and/or local communities per annum;
- (d) complaints received by all Event Stakeholders where known by the Delivery Partner including a summary of the key categories/themes of complaints received by each Event Stakeholder;
- (e) safety of:
 - (i) riders;
 - (ii) participants;
 - (iii) spectators
 - (iv) other road users on the route;
- (f) route reopening times;
- (g) where such information has been collected, event participation demographics including the number of participants from each of the following groups:
 - (i) women;
 - (ii) ethnically diverse communities ;
 - (iii) inactive people;
 - (iv) people with disabilities;
- (h) UK and international terrestrial television coverage;
- (i) the impact on traffic by the Event footprint (based on the information as provided by TTL).

SCHEDULE 11 - TTL OBLIGATIONS

- 1 As may be reasonably necessary for the delivery of the Event, TTL shall at no cost to the Delivery Partner save as set out in this Agreement:
- (a) provide free of charge access to roads, land and facilities under its control as apposite;
 - (b) process applications for licences, permissions and Consents respect of roads, land and facilities under its control in a timely manner;
 - (c) deliver its road surfaces in a condition suitable for cycling to a standard reasonably required by the Delivery Partner and relevant sporting governing bodies in accordance with guidance;
 - (d) remove and reinstate street furniture on the roads, lands and facilities under its control and undertake other highways works including any works which are required to make any street furniture temporary or removable;
 - (e) use reasonable endeavours to ensure that planned works to its roads will not cause interference;
 - (f) assist with the development of traffic management and road closure plans;
 - (g) draft, publish & advertise Traffic Management Orders (and, where required, obtain consent from the Secretary of State);
 - (h) suspend parking on its roads, the cost of which will be borne by the Delivery Partner;
 - (i) provide access to plans and lessons learnt from previous events;
 - (j) plan and deliver the diversion of buses;
 - (k) obtaining any necessary Government and other local authority consent for the making of the Traffic Management Orders;
 - (l) make available free of charge a section of the Event Control Room in Palestra for the event and for set up and testing and arrange accommodation and transport for TfL staff to be present at the Event Control Room in agreement with the Delivery Partner;
 - (m) plan appropriate additional (to the normal timetable) London Overground services, the cost of delivering any such services will form part of the TTL Event Costs; and
 - (n) at its own cost, co-ordinate the standing up of the Road Police Traffic Command Unit.
- 2 As may be reasonably necessary for the delivery of the Event, subject to paragraph 3 below and without the obligation to incur any cost, TTL shall use reasonable endeavours to secure the necessary commitments at no charge from the Key Stakeholders, such councils as may be appropriate and the London Boroughs on the following in relation to the Event Routes:

- (a) provide appropriate officer time free of charge, to support safe delivery of the Event;
- (b) provide access to roads under their control as apposite;
- (c) grant consent for TTL (or TfL) to make the Road Closure Order on behalf of the London Borough Councils or any other relevant road authority (as the case may be);
- (d) process applications for licences, permissions and Consents in a timely manner;
- (e) deliver their road surfaces in a condition suitable for cycling to a standard reasonably required by the Delivery Partner and relevant sporting governing bodies;
- (f) remove and reinstate street furniture and undertake other highways works;
- (g) ensure that planned works to their roads will not cause interference;
- (h) assist with the development of traffic management and road closure plans;
- (i) draft & advertise Traffic Management Orders;
- (j) suspend parking on roads under their control;
- (k) engage proactively with the operational and safety planning process;
- (l) identify local stakeholders and be the primary point of contact with them;
- (m) ensure that other local events do not conflict or interfere; and
- (n) cleanse the route(s) and provide litter picking and waste management services in areas that are adjacent to the route(s),

provided that TTL will not be liable to the Delivery Partner for any failure, act or omission by the Key Stakeholders, and the London Boroughs in connection with any of the matters referred to in paragraphs 2(a) – (n) above.

3 TTL's obligation in paragraph 2 above is subject to the Delivery Partner:

- (a) providing assistance and compliance with the provisions of Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit) in relation to TTL obtaining an Event Stakeholder Agreement in relation to the Event with Key Stakeholders, outer London councils, the London Boroughs and any other relevant third party (as the case may be) (including in relation to all matters referred to in paragraphs 2(a) to (n) above); and
- (b) providing all necessary information and/or co-operation with TTL on a timely basis.

4 In the event that TTL is unable to secure the necessary agreements and/or commitments referred to in paragraphs 2(a) to (n) above or unable to secure such agreements and/or commitments on acceptable terms to TTL, then TTL shall be entitled to propose such amendments to the Event or Event Routes as necessary in all

of the circumstances in accordance with Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).

- 5 TTL will use reasonable endeavours to secure the necessary agreements and/or commitments referred to in paragraphs 2(a) to (n) at no cost. If a cost is proposed then TTL will endeavour to seek alternative arrangements. If that is not possible then TTL shall be entitled to propose such amendments to the Event or Event Routes as necessary in all of the circumstances in accordance with Clause 9 (Governance, Event & Event Route, Risks & Issues and Records & Audit).
- 6 TTL's internal time incurred in fulfilling the obligations set out in paragraph 2 above shall be borne by TTL. All other costs in fulfilling the obligations set out in this Schedule 11 (TTL Obligations) (unless expressed in this Agreement otherwise) will form part of the TTL Event Costs.
- 7 TTL will make available promotional sites in the TfL estate for the delivery of the TDM programme. These sites will be provided free of charge (save for the cost of design, artwork and printing which the Delivery Partner is responsible for as part of the TDM budget) and with such volume and frequency as is commensurate with an event on this scale. Such package will, subject to availability, include the following media:
 - (a) circuit(s) on bus shelters and the underground for the display of TDM posters and collateral (and the cost of printing shall be borne by the Delivery Partner);
 - (b) all relevant other channels of communication within TTL, both print and electronic. This may include space in news media which TTL has access to for their exclusive use.

For the avoidance of doubt, the Delivery Partner acknowledges and agrees that the use of promotional sites within the TfL estate is subject always to availability. The Delivery Partner agrees that, whilst TTL will use reasonable endeavours to provide an overall package of media support for TDM packaging as set out in this paragraph, TTL cannot agree the availability or timing of any specific aspects of such package and, any such support which is provided shall be subject always to availability and may also be subject to change at very short notice.

8. TTL will at cost:
 - (a) deliver such messages to its databases by email concerning TDM as may be agreed by the parties acting reasonably; and
 - (b) use reasonable endeavours to book such media space for the TDM programme as the Delivery Partner and TTL may reasonably agree.

SCHEDULE 12 - GOVERNANCE & APPROVALS PROCEDURES

1 Background

- 1.1 This Schedule sets out the governance procedures that will be used by the parties to:
- (a) manage the relationship between TTL, TTL personnel and relevant members of the:
 - (i) TfL Group;
 - (ii) Founding Stakeholders;
 - (iii) Key Stakeholders; and
 - (iv) the Delivery Partner;
 - (b) set out the additional reporting requirements with which the Delivery Partner shall comply during the term of the Agreement.
- 1.2 The objective of this Schedule is to ensure that a successful working relationship is maintained between the parties so as to enable:
- (a) the satisfactory delivery of the Event; and
 - (b) TTL to monitor the Delivery Partner's performance of the Services throughout the term of the Agreement.

2 Conduct of Governance Meetings

- 2.1 Both parties shall ensure that meetings are attended by representatives of the relevant party set out in each of the following "Governance Bodies" and such other governance bodies as are set out in the Agreement:
- (a) Table 1: Strategy Group;
 - (b) Table 2: Finance Group; and
 - (c) Tables 3 and 4: Specialist Groups.
- 2.2 Within thirty (30) calendar days of the Commencement Date:
- (a) the Delivery Partner will:
 - nominate a Delivery Partner representative to ensure the Delivery Partner's compliance with its obligations under this Schedule;
 - (b) the parties shall establish:
 - (i) the Strategy Group;
 - (ii) the Finance Group; and
 - (iii) the Specialist Groups,having the role and responsibilities and comprising the representatives set out in the tables below; and

- (c) the parties will hold the initial meetings of each of the Strategy Group, the Finance Group and the Specialist Groups.

Table 1 – Strategy Group

<p>Roles & Responsibility</p>	<p>Consider strategic direction of the Event, including:</p> <ul style="list-style-type: none"> • endeavouring to ensure that the Event continues to be the world’s greatest celebration of cycling; • endeavouring to ensure that the Event inspires more Londoners to start cycling as part of their daily lives; • considering how the Event will engage with London’s diverse communities and encourage young people from ethnically diverse communities and women to participate in cycling and the Event; and • endeavouring to ensure that that the Event is inclusive and supports the aims of The Mayor’s Transport Strategy. <p>The Strategy Group will review progress and planning of the Event, review performance and Critical Success Criteria (in accordance with Clause 10.2(c)) and seek to resolve any critical issues referred to the Strategy Group, for example:</p> <ul style="list-style-type: none"> • endeavouring to ensure that the Event is cost neutral to London tax payers; • endeavouring to ensure that the Event is delivered safely; • endeavouring to ensure that the Event is viewed positively by Londoners and delivered in a way that minimises disruption to London and people living close to the route; and • contract management including endeavouring to ensure that the Delivery Partner is delivering the Event in accordance with this Agreement; • approving Event Routes and facilitating significant route changes with Key Stakeholders and forums; such as London Boroughs and Greater London Authority Major Event Oversight Board (MEOB). <p>Recommend decisions in relation to:</p> <ul style="list-style-type: none"> • decisions or other actions concerning or materially impacting upon one or more TTL Reserved Matters; • Key Third Party Agreements other than those Key Third Party Agreements in relation to TTL Reserved Matters; and • any other matters notified by TTL to the Delivery Partner from time to time
<p>Chair/Secretariat</p>	<p>Walking and Cycling Commissioner / TfL</p>

Frequency and Timing	<p>Three times per year as follows:</p> <ul style="list-style-type: none"> • At least three (3) months prior to each Event (expected to be held in May). This meeting will review the readiness for the annual Event. • At least five (5) months after each Event (expected to be held in October). This meeting will review the Final Report and how it has met the Event Objectives against the Critical Success Criteria. <p>Including:</p> <ul style="list-style-type: none"> • Meeting in January 2021 to review the long term strategic goals and future direction for the Event. • As required prior to January 2021 to review the Project Plan and Transition Plan. • As required in order to make a decision on a TTL Reserved Matter.
Attendees	<p>Representatives from:</p> <ul style="list-style-type: none"> • GLA • TfL • Delivery Partner (3 representatives) • Others as agreed by the existing members

Table 2 – Finance Group

<p>Roles & Responsibility</p>	<p>Review and approve the Event financial and operational reports provided by the Delivery Partner. This report will set out, but is not limited to:</p> <ul style="list-style-type: none"> • the Event Budget; • Costs, income and Revenue generated along with a summary of the annual profit/loss and the impact of each Event on the profit share potential; • performance against plan; • performance against Success Criteria; • review and approve variations to the Event Budget; • provide reports to the Strategy Group and where necessary for Reserved Budgetary Matters seek approval from the Strategy Group; • ensure sufficient oversight of the Events Budget to ensure that the Event is delivered at no cost to Londoners; and • commission and undertake audits. Review audit reports and agree any remedial action.
<p>Chair</p>	<p>Chaired by a TTL representative</p>
<p>Frequency and Timing</p>	<p>Twice a year</p>
<p>Attendees</p>	<ul style="list-style-type: none"> • Delivery Partner Authorised Representatives • Representative from TfL Finance • Other Attendees as required

Table 3: Specialist Group - Licensing, Operational & Safety Planning Group (LOSPG)

Roles & Responsibility	<ul style="list-style-type: none"> • provide a forum for high level briefing and assessment of risks and issues that could affect the safe delivery of the Event(s); • outline the key issues that have not been resolved at a local level and present a risk to the safe delivery of the Event; • monitor and reinforce the planning programme across all stakeholders planning groups; • maintain multi-agency visibility of planning; • gain LOSPG group consensus that the requisite planning is appropriate, enabling safe and effective delivery of the Event; • obtain no objections following review of Event management and traffic management plans at the local level through the detailed planning groups and sub-groups; • reviewing and maintaining the event Risk Register; and • such other roles and responsibilities in line with the group title.
Chair	Sara-Ellen Williams (LLDC) or such other chair as agreed between the GLA and TfL
Frequency and Timing	Four times a year or such other frequency as the group shall decide
Attendees	Representatives from: <ul style="list-style-type: none"> • TfL • Delivery Partner • Key Stakeholders

Table 4: Specialist Group - Marketing, Communications and Travel Demand Management Group

Roles & Responsibility	<ul style="list-style-type: none"> • review the progress and planning for the marketing and communications of the Event to endeavour to ensure that it achieves the Critical Success Criteria and the Event Objectives; • review and agree the marketing communications to endeavour to ensure the Event reaches and inspires more Londoners to cycle more often and reaches a diverse audience and encourages young people from ethnically diverse communities and women to participate in cycling and the event; • endeavouring to ensure that all marketing and communications supports the Event’s strategic aims and continues to be the world’s greatest celebration of cycling; • endeavouring to ensure that the marketing and communications for the Event means that the Event is viewed positively by Londoners; • endeavouring to ensure that there are effective Travel Demand Management communications and this this is delivered in a way that minimises disruption to London and people living close to the Event Route; • ensure there are sufficient crisis management communications plans in place and there is sufficient communications resilience in place to manage any media or stakeholder issues; • oversee the research and evaluation plans, take lessons learnt from this insight to inform future marketing, communications and TDM plans; and • such other roles and responsibilities in line with the group title.
Chair	Delivery Partner’s Marketing and Communications Director
Frequency and Timing	Four (4) per annum or such other frequency as the group shall decide
Attendees	Representatives from: <ul style="list-style-type: none"> • TfL • Delivery Partner • Key Stakeholders

3 Reporting

3.1 The Delivery Partner shall provide reports setting out issues, progress and updates in respect of each of the following categories, to the to the relevant group as set out below, no later than five (5) Business Days in advance of each meeting of that respective governance body, in such format as may reasonably be requested by that governance body:

- (a) Final Report – Strategy Group

- (b) Event Budget – Finance Group;
- (c) TTL Reserved Matters – Strategy Group;
- (d) Approvals sought or required in relation to any TTL Reserved Matter – Strategy Group;
- (e) Project Plan – Strategy Group and LOSPG;
- (f) Risk Register - LOSPG; and
- (g) any other matters requiring approval under Agreement – to the relevant group.

3.2 The Delivery Partner shall also send a copy of each report to the TTL Authorised Representative at the same time as sending to the relevant group.

3.3 In addition to the reports set out at paragraph 3.1 above, the Delivery Partner shall provide such additional reporting in such format and with such frequency as may reasonably be requested by TTL and/or the Strategy Group from time to time.

4 Event Data

4.1 Subject to the terms of this Agreement, the Delivery Partner shall supply updated copies of all Event Data (to which TTL is entitled under this Agreement), collected pursuant to this Agreement to TTL:

- (a) annually, within fifteen (15) Business Days of the final day of each occurrence of the Event; and
- (b) upon termination or receipt by the Delivery Partner of notice to terminate.

5 Approvals

5.1 Approvals in relation to one or more TTL Reserved Matters (excluding any approval in relation to a Reserved Budgetary Matter, which shall be dealt with in accordance with the provisions of Schedule 4 (Event Budget and Auditing)) shall be dealt with as follows:

- (a) written notification of the matter to be given to both the Strategy Group and the TTL Authorised Representative as soon as reasonably possible upon identification of the need for approval to be sought;
- (b) matter to be discussed by Strategy Group within such time-frame as is reasonable in all of the circumstances; and
- (c) written approval of the proposed decision or other action to be obtained from the Founding Stakeholders via the TTL Authorised Representative;

provided that the parties agree that, solely in relation to licenses of the Event Mark and/or merchandising agreements, the Delivery Partner shall not be required to obtain TTL approval where the Delivery Partner has already obtained general TTL approval for the application of the Event Marks on certain products provided that such approval must be obtained by the Delivery Partner in accordance with this paragraph 5.1 and that all merchandise, whether or not specifically approved, must comply with the Brand Guidelines, be of satisfactory quality and comply with all Applicable Laws.

5.2 Approvals in relation to Key Third Party Agreements other than a Key Third Party Agreement concerning one or more TTL Reserved Matters shall be dealt with as follows:

- (a) written notification of the matter to be given to the TTL Authorised Representative as soon as reasonably possible upon identification of the need for approval to be sought;
- (b) matter to be discussed by the Strategy Group within such time-frame as is reasonable in all of the circumstances; and
- (c) written approval of the proposed decision or other action to be obtained from TTL via the TTL Authorised Representative

5.3 Approvals which may be sought by way of the Approvals Procedure shall be dealt with as follows, save to the extent that the parties agree otherwise in accordance with paragraph 5.6 below:

- (a) TTL shall notify the Delivery Partner of at least two (2) contact points which the Delivery Partner will be required to notify in order to seek approval in accordance with this Approvals Procedure. As at the Commencement Date the relevant contacts are:

Julie Dixon, Head of Customer Information Design & Partnerships, 5 Endeavour Square, Westfield Avenue, Stratford E20 1JN

and

Christopher Nicola, Partnership Lead, 5 Endeavour Square, Westfield Avenue, Stratford E20 1JN;

- (b) written notification of matter and request for approval to be given to the TTL Authorised Representative and copied to all of the contact points notified to the Delivery Partner under paragraph 5.3(a) as soon as reasonably possible upon identification of the need for approval to be sought (and in the event that details of any such contact points are unclear or outstanding at any time when the Delivery Partner wishes to use this Approvals Procedure then the Delivery Partner will seek confirmation of the relevant contact points from TTL prior to giving any written notification under this paragraph 5.3(b));
- (c) TTL shall at all times act reasonably and without delay when determining whether to grant consent and shall provide a written response to all request for approval made in accordance with the Approvals Procedure within ten (10) Business Days of the date of receipt of the Delivery Partner's written request for such approval;
- (d) provided that the Delivery Partner has first complied with the notification requirements at paragraph 5.3(b) above, in the event that TTL (where relevant through the TTL Authorised Representative) has not given its written response to the Delivery Partner's written request for approval within ten (10) Business Days, then TTL shall be deemed to have irrevocably given its approval to the Delivery Partner's written request for approval.

For the avoidance of doubt, the parties are not obliged to use this Approvals Procedure in relation to any matter where approval is not expressly stated to be by way of the Approvals Procedure in the Agreement. They may elect to use this Approvals

Procedure in relation to any other matter but, in such circumstances, the provisions of paragraph 5.3(d) (deemed acceptance) shall not apply.

- 5.4 The parties may agree in writing from time to time that certain approvals or categories of approval (which do not relate to one or more TTL Reserved Matters or to Key Third Party Agreements) should be discussed by the Strategy Group, and/or a relevant Specialist Group prior to the granting of approval by TTL.
- 5.5 Notwithstanding the foregoing provisions of this Schedule 12 (Governance & Approvals Procedures), in the event of an operational or other emergency that could materially impact upon the safe or efficient running of the Event (or any part of it):
- (a) each party shall use all reasonable endeavours to process all requests for consent or approval which are received from the other party within such time frame as is reasonable in all of the circumstances, bearing in mind the nature of the emergency and the time until the next occurrence of the Event; and
 - (b) authorised representatives of TfL, GLA and the Delivery Partner (and any County Council where necessary) (the “**Gold Group**”) will meet in person or by phone as a matter of urgency to discuss and agree any consequences of such operational or other emergency, including (without limitation TTL Reserved Matters) the decision to cancel, postpone or materially alter the course of an Event. The protocols for the operation and delegation of powers to the Gold Group shall be agreed by the parties from time to time.
- 5.6 Notwithstanding the foregoing provisions of this Schedule 12 (Governance & Approvals Procedures), the parties shall work together, acting reasonably and in good faith, to agree accelerated procedures for the granting of approvals under this Agreement. In particular, but without limitation, the parties acknowledge and agree that a streamlined approval process is necessary for reactive PR responding to crises or events (and, in such circumstances, the parties shall use their respective reasonable endeavours to ensure that approvals required to be sought in accordance with the Approvals Procedure are sought and granted or withheld within such time as is reasonable bearing in mind the nature of the crisis or event). Any such streamlined approval process may include provision for the granting of approvals orally, including at meetings set up for the purpose but shall not include provision for deemed acceptance (other than in accordance with paragraph 5.3(d) above) unless otherwise expressly agreed by TTL in writing.

SCHEDULE 13 - TERMINATION COMPENSATION

- 1.1 Subject to paragraph 1.2 of this Schedule 13 (Termination Compensation), if TTL exercises its right to terminate for convenience in accordance with Clause 2.3, it shall pay, subject to paragraph 1.2, the following to the Delivery Partner as termination compensation:

The amount of the Concession Fee (excluding amounts paid under the LMCT Grant Agreement) that has been paid by the Delivery Partner to TTL up to the date of termination of this Agreement in accordance with Clause 7.1(b) (u [REDACTED])

less

50% of the Surplus Revenue generated by the Event up to the date of termination (calculated in accordance with paragraph 7 of Schedule 4 (Event Budget and Auditing)).

- 1.2 If the total Surplus Revenue made by the Delivery Partner by the date of termination is [REDACTED], no termination compensation will be payable.

- 1.3 The Delivery Partner shall:

- (a) use its reasonable endeavours to, where reasonable in all the circumstances, include termination rights allowing it to exit the ongoing contracts (of more than twelve (12) months in duration) it enters into in connection with this Agreement without cost, or at the minimum cost reasonably negotiable in the circumstances, if TTL exercises its rights of termination under Clause 2.3;
- (b) provide accurate information regarding anticipated termination compensation if reasonably requested by TTL in advance of TTL exercising its right to terminate for convenience in accordance with Clause 2.3;
- (c) use its reasonable endeavours to mitigate any losses, costs or charges in respect of which TTL is or may be obliged to pay termination compensation under this Agreement, including, where reasonable and appropriate to do so, during the period between the date of the termination notice issued in accordance with Clause 2.3 and the date of termination, re-organising or redeploying staff members who may be affected by any such termination, and consult with TTL regarding such mitigation measures; and
- (d) provide all such evidence of such losses, costs or charges as TTL may reasonably request (including an audited statement of termination compensation payable, similar to that required under paragraph 9 of Schedule 4 (Event Budget and Auditing), if requested by TTL).

Disputes in relation to Termination Compensation

- 1.4 In the event of any dispute between the parties in relation to termination compensation provided for in this Schedule, such dispute shall initially be referred for internal escalation in accordance with Clauses 48.1 and 48.2.

- 1.5 If the parties fail to come to an agreement on such matters in accordance with Clauses 48.1 and/or 48.2, then, rather than submitting the matter to mediation in accordance with Clause 48.3, either party may refer the matter to an expert to be agreed or (in default of express agreement within fourteen (14) calendar days of nomination of an expert by either party) appointed at the request of either party by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- 1.6 The expert shall act as an expert and not as an arbitrator.
- 1.7 Within four (4) weeks of appointment of the expert (or such other timetable agreed in writing between the parties) pursuant to paragraph 1.4 above, each party shall make written submissions to the expert. The parties shall thereafter provide such additional submissions, Records or other evidence as the expert may request.
- 1.8 Within four (4) weeks of appointment of the expert (or such other timetable agreed in writing between the parties) pursuant to paragraph 1.4 above, the expert shall give his decision in writing to each party.
- 1.9 The written decision by the expert shall (in the absence of manifest error) be final and binding upon the parties.
- 1.10 The charges of the expert shall be shared equally between the parties, who shall jointly and severally undertake liability to the expert for the payment of those charges.

SCHEDULE 14 - KEY PERSONNEL

Key Personnel

Name	Role
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

SCHEDULE 15 - CONTRACT MANAGEMENT

Authorised Representatives:

Delivery Partner:

██████████

TTL:

Julie Dixon

Addresses for service:

Delivery Partner:

Marathon House, 190 Great Dover Street, London SE1 4YB

TTL:

5 Endeavour Square, Westfield Avenue, Stratford E20 1JN

SCHEDULE 16 - DIRECT VISION STANDARD

1 Introduction

In this Schedule 16 (Direct Vision Standard), the following terms shall have the corresponding meanings:

“Agreed Plan” **DVS** means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule; and

“Initial DVS Plan” means the initial plan which sets out and proposes how the Delivery Partner shall ensure that:

- (a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the Agreement achieve a minimum of a one (1) star Direct Vision Standard rating; and
- (b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

2 DVS Plan

2.1 Where required to do so by TTL under this Agreement, the Delivery Partner will prepare an Initial DVS Plan for the delivery of the Event. As soon as reasonably practicable following receipt of such Initial DVS Plan, TTL shall either:

2.1.1 confirm that the Initial DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or

2.1.2 provide the Delivery Partner with any comments on and/or amendments to the Initial DVS Plan.

2.2 Within thirty (30) Business Days (for the purpose of paragraph 2.1.2) or fifteen (15) Business Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from TTL in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Delivery Partner shall:

2.2.1 develop the Initial DVS Plan to reflect such comments and/or amendments; and

2.2.2 submit an updated Initial DVS Plan to TTL for approval.

2.3 Within fifteen (15) Business Days of receipt of the updated Initial DVS Plan, TTL shall confirm that either the updated Initial DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed DVS Plan; or

- 2.3.2 not approved and provide its further comments and/or amendments to the Delivery Partner and the Delivery Partner shall revise and re-submit the updated Initial DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial DVS Plan is approved by TTL.

- 2.4 Where TTL, acting reasonably, has not approved the updated Initial DVS Plan, the Delivery Partner may refer that decision to the Dispute Resolution Procedure set out in the Agreement.
- 2.5 Without limiting any other provision of this Agreement, the Delivery Partner shall, at no additional cost to TTL, and as part of the Services:
 - 2.5.1 implement, observe and comply with the Agreed DVS Plan; and
 - 2.5.2 review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the Agreed DVS Plan or earlier if requested by TTL, to reflect:
 - 2.5.2.1 any changes to the nature of the Services; and
 - 2.5.2.2 any comments and/or amendments made or proposed by TTL.

3 DVS Co-ordinator

- 3.1 Where the parties have agreed an Agreed DVS Plan, the Delivery Partner shall nominate an employee with the necessary experience, competency and authority to:
 - 3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and
 - 3.1.2 act as the Delivery Partner's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").
- 3.2 The Delivery Partner shall add the DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 14 (Key Personnel).

4 Self Certification and Reporting

On each 12 month anniversary of the Agreed DVS Plan, the Delivery Partner shall submit a report to TTL which sets out the Delivery Partner's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Delivery Partner has complied with the Agreed DVS Plan.

5 DVS Infractions

- 5.1 Without limiting the effect of any other provision of this Agreement relating to termination, if the Delivery Partner fails to comply with the terms of this Schedule:
 - 5.1.1 the provisions of clause 14.9 of the Agreement shall apply; and
 - 5.1.2 TTL may refuse the Delivery Partner, its Personnel and each Category N3 HGV entry onto any property that is owned, occupied or managed by or on behalf of TfL for any purpose (including but not limited to deliveries).

SCHEDULE 17 - SUPPLIER DIVERSITY

1 Compliance

1.1 Without limiting the generality of any other provision of this Agreement, the Delivery Partner:

- (a) shall not unlawfully discriminate,
- (b) shall procure that its personnel do not unlawfully discriminate, and
- (c) shall use reasonable endeavours to procure that its direct and indirect sub-contractors do not unlawfully discriminate in relation to the Services,

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time relating to discrimination in employment.

1.2 The Delivery Partner acknowledges that TfL as a public authority is subject to a statutory duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Delivery Partner shall assist and cooperate with TfL where possible in satisfying this duty.

1.3 Where possible, the Delivery Partner shall provide the Services in such a manner as to:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination; and
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation.

1.4 TfL’s Harassment, Bullying and Discrimination Policy (“**Policy**”) as updated from time to time (copies of which are available on request from TTL) requires TTL’s own staff and those of its direct and indirect sub-contractors to comply fully with the Policy to eradicate harassment in the workplace. The Delivery Partner shall:

- (a) ensure that its staff who are engaged in the performance of the Agreement are fully conversant with the requirements of the Policy;
- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

2 Equality and Diversity Audit

- 2.1 Subject to Data Protection Legislation, TTL or its nominee may not more than once a year at its cost and upon reasonable written notice undertake any audit or check of any and all information regarding the Delivery Partner's compliance with paragraph 1.
- 2.2 TTL's rights, subject to Data Protection Legislation pursuant to this clause shall include any and all documents and records of the Delivery Partner and shall include the Minimum Records.
- 2.3 The Delivery Partner shall, maintain and retain the Minimum Records for a minimum of six (6) Years from the termination or expiry of the Agreement with respect to all matters in respect of the performance of and compliance with paragraph 1.
- 2.4 TTL shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Delivery Partner and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Agreement and/or relevant subcontract (as the case may be).
- 2.5 For the purposes of this paragraph 2 the expression "**Minimum Records**" means all information relating to the Delivery Partner's performance of and compliance with paragraph 1.

SCHEDULE 18 - SUSTAINABLE TIMBER DEFINITIONS

For the purposes of Clause 34 (Environmental Impact and Sustainability), the following expressions shall have the following meanings:

**“Recycled Timber” and
“Reclaimed Timber”**

recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to TTL’s satisfaction in order to satisfy this definition;

“Sustainable Timber”

Timber, which in order to meet TTL’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
 - (b) Sustainably Sourced Timber; or
- a combination of (a) and (b);

“Sustainably Sourced Timber”

Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, TTL will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Delivery Partner may demonstrate to TTL’s satisfaction is equivalent;

“Timber”

wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element

(by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

“Virgin Timber”

Timber supplied or used in performance of the Agreement that is not Recycled Timber.

SCHEDULE 19 – FOUNDING STAKEHOLDER MARKS



MOL_LOGO.pdf



TfL_THIRD_PARTY_L
OGO.pdf

IN WITNESS OF THE ABOVE the parties have signed this Agreement on the date written at the head of this Agreement.

SIGNED for and on behalf of
TRANSPORT TRADING LIMITED



SIGNED for and on behalf of
LONDON MARATHON EVENTS LIMITED


