



Your ref:

Our ref:

Burberry Limited  
Horseferry House  
Horseferry Road  
London  
SW1P 2AW

Transport for London

55 Broadway  
London  
SW1H 0BD

[tfl.gov.uk](http://tfl.gov.uk)

23<sup>RD</sup> August 2023

Dear Sirs

## **Burberry Bond Street sponsorship agreement**

Transport Trading Limited registered number 01900907, whose registered office is at 55 Broadway, London, SW1H 0BD (“the Authority”) and Burberry Group PLC registered number **03458224, whose registered office is Horseferry House, Horseferry Road, London, SW1P 2AW** (“the Sponsor”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Sponsor’s payment to the Authority of the Sponsorship Costs relating to the 96-hour renaming of Bond Street as set out in the commercial terms below and general terms appended (“the Agreement”).

**Please sign and return by e-mail to [AdamClarke@tfl.gov.uk](mailto:AdamClarke@tfl.gov.uk) the enclosed letter to indicate your agreement.**

## COMMERCIAL TERMS

1. **Benefits** means:

the Sponsor will have the rights for a station takeover of Bond Street station for a 96-hour period. For the duration of the Sponsorship Period and in consideration of the Sponsorship Costs being paid in accordance with Clause 2 below, the Authority shall provide and shall procure the following for the benefit of the Sponsor. As at the date of this Agreement, the Sponsor and the Authority acknowledge and agree that the following rights and related designs are approved by the Authority. Benefits include:

- Right to vinyl up to a maximum 77 roundels (Burberry Street) along with Burberry Check/design branding at Bond Street station
- Right for re-name to be included on up to a maximum of 3 external station signs
- Right for re-name to be included on up to a maximum of 3 external station roundels
- Right for station rename and branding to be included on 132 platform friezes
- Right for station rename to be included on up to a maximum of 30 line diagrams
- Right to film the exhibition activity within the station and to use for press/PR purposes
- Right to branding on up to a maximum 38 panels above main ticket hall
- Right to include Burberry Bond Street on up to a maximum of 3 way finding signs
- Right to up to up to a maximum of 3 themed tannoy's at Bond Street, played a maximum of 3 times per hour (once every 20 minutes) between the hours of 07:00 – 19:00
- Right to vinyl up to a maximum 29 risers up to Oxford Street
- Right to including vinyling on up to a maximum of 10 station cladding panels
- Promotion of activation via TfL press release, subject to prior written approval by the Sponsor
- Promotion of activation across TfL social channels, subject to prior written approval by the Sponsor

2. **Sponsorship Costs** means

**Sponsorship rights: £200,000** plus VAT payable as follows:

Full payment to be provided within 60 days of station takeover end date.

**Production costs:** The above cost does not include production, installation and removal costs, which will be paid for by the Sponsor. The production, installation and removal will be managed by 3rd party company, overseen by the Authority and at the Authority's responsibility. All costs will be shared directly with the Sponsor, the Authority will charge no additional fees for production.

- 4. **Sponsorship Period** means the period commencing on 00:01 15<sup>th</sup> of September 2023 until 23:59 18<sup>th</sup> of September 2023 inclusive.
- 5. **Project** means the temporary renaming and branding of Bond Street Station to Burberry Street Station.


**SIGNED FOR AND BEHALF OF THE PARTIES**

*[default Transport Trading Limited unless a relevant subsidiary is identified]*



.....

Duly authorised signatory  
for the Authority



.....

Duly authorised signatory  
for the Sponsor

**APPENDIX 1- GENERAL TERMS**

- 1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.**
- 2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.**
- 3. In the case of a “Force Majeure Event”, being an event not within the reasonable control of the Authority and which the Authority cannot reasonably prevent or overcome, the Authority shall be entitled to vary any of the affected Benefit(s) provided that the Authority gives the Sponsor at least 2 weeks’ written notice (email to suffice) and reduces the Sponsorship Costs proportionately to such varied Benefit(s) (the “Reduced Costs”) and/or offers the Sponsor alternative Benefit(s) of the same or a similar value to such varied Benefit(s) (which the Sponsor shall be entitled to refuse (acting reasonably) and elect for the Reduced Costs).**
- 4. If requested by the Sponsor, the Authority shall acknowledge the Sponsor’s participation in the Project by incorporating the Sponsor’s name and/or the Sponsor Logo on the literature, programmes, advertisements and posters. The Authority shall have the sole right of approving all such literature and materials.**
- 5. The Authority may terminate this Agreement at any time if: (a) the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) the Sponsor demonstrates or declares, whether by words, actions or inactions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to the Authority by reason of the conduct of, or adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, and in such circumstances the Authority shall be entitled to retain fees already paid provided always that upon the application of paragraph 5(c), the Sponsor’s liability for costs arising subsequently shall cease, save that the Authority’s other rights for any breach shall survive termination.**

- 6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that (a) the Sponsor determines that it no longer wishes to be associated with the Project; or (b) the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or, the Sponsor's liquidation, receivership, administrative receivership, administration, insolvency, cessation of trading or the presentation of a petition for the Sponsor's winding-up or bankruptcy.**
- 7. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy.**
- 8. The Authority accepts no responsibility for any change to the Project for any reason beyond the Authority's control, including but without limitation any act of God, fire, national or local disaster or strike or labour dispute of whatever nature.**
- 9. The Sponsor hereby grants to the Authority a non-exclusive and royalty free licence to use the Sponsor Logo for the purpose of the Benefits. The Authority shall at its absolute discretion be entitled to transfer such licence to Transport for London or any of Transport for London's subsidiaries (as defined in section 1159 of the Companies Act 2006). Such licence shall terminate upon expiry or earlier termination of this Agreement provided always that the Sponsor acknowledges and agrees that: (a) subject to the Sponsor's prior approval in respect of the use of any non-publicly available data or materials, following expiry or earlier termination by the Authority, the Authority shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Project, general historical reporting of the Project and for archive purposes; and (b) following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than two (2) calendar months.**
- 10. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights**

existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 9, in the event of termination of this Agreement, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.

11. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs, fees (including (without limitation) legal costs), expenses, loss or damage incurred by Authority as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
12. Both parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other Party any trade or business secret or other information by its nature or expressed to be confidential supplied by one Party to another.
13. The Sponsor shall not, and shall procure that any person acting on its behalf shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority (whilst they are so engaged by the Authority) without the Authority's written approval.
14. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted. A copy shall also be sent by email.

- 15. The Agreement is personal to the Sponsor who may not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.**
- 16. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.**
- 17. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.**
- 18. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.**
- 19. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.**
- 20. Any variation to this Agreement agreed by the Parties shall be recorded in writing.**
- 21. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.**