

Our Ref: TfL/NOTHS Partnership Agreement 2015 – Baby on Board!

November 2014

Notonthehighstreet Enterprises Limited  
First Floor, Lion House,  
Red Lion Street,  
Richmond,  
Surrey, TW9 1RE

Dear Andy Botha

Transport Trading Limited ("the Authority") and Notonthehighstreet Enterprises Limited, trading as notonthehighstreet.com ("the Sponsor") (together "the Parties") agree to the Authority's grant of the Benefits for the Sponsorship Period in return for the Sponsor's payment to the Authority of the Sponsorship Costs relating to *Baby on Board!* (the "Project") as set out in the commercial terms below, the general terms at Appendix 1 and the Licence at Appendix 2 ("the "Agreement").

This Agreement is conditional upon and shall not come into force until both the Authority and the Sponsor have entered into and validly executed the licence relating to the use and reproduction of Transport for London's design and/or trademarks, in the form set out in Appendix 2.

**Please sign and return the enclosed copy letter to indicate your agreement.**

## COMMERCIAL TERMS

### 1. Benefits mean:

- a. A dedicated page on [tfl.gov.uk](http://tfl.gov.uk) whereby;
  - i. online orders of the Badge can take place;
  - ii. advertorial content can be displayed by the Sponsor;
  - iii. the Sponsor Logo will be displayed;
  - iv. parts of the content will link directly to the Sponsors website; and
  - v. relevant customer data is captured and provided to the Sponsor for marketing purposes.
  
- b. The right to produce and fulfil the production of the packaging and customer communications relating to Badge distribution, including;
  - i. an envelope or gifting box;
  - ii. a letter or other suitable communication to customers (including a multi-page catalogue featuring Baby and Child products available for sale on [notonthehighstreet.com](http://notonthehighstreet.com));

- iii. a backing card or suitable device to display the Badge;
- iv. a customer gift or incentive relating to the Sponsor (including a promotion code or similar).

The fulfilled customer communications, packaging and badge must comply with Royal Mail standard letter sizes and must fit into the following dimensions and weights:

- Max weight – 100g
- Max thickness – 5mm
- Max width – 165mm
- Max length – 240mm

All packaging and customer communications must contain both the Authority Logo and Sponsor logo displayed in equal size. The packaging must be produced in collaboration between the Parties and must be approved in writing by the Authority which will not be unreasonably withheld or unnecessarily delayed. To assist with the efficiency of this approval process the Parties have agreed high level creative guidelines for the packaging as outlined at Appendix 3.

The Badge will remain clean of Sponsor branding and will be produced and paid for by the Authority. The design, production and fulfilment of the packaging and customer communications will be at the Sponsors cost. The packaged Badges must be delivered to two agreed locations within a jointly agreed time frame at the Sponsors cost. For the avoidance of doubt, the Authority will pay for any and all distribution costs associated with getting the packaged Badges from the two agreed locations to customers.

c. Online:

- i. 1 creative over 3 consecutive days on the hero section of TfL home page per year (100% share of voice); and
- ii. 1 creative over 3 consecutive days on the hero section of Journey Planner per year (100% share of voice).

Each Online Benefit must be offered during a gifting occasion on dates mutually agreed between the Parties. For the purposes of this Agreement a 'gifting occasion' includes: Mothers Day, Fathers Day, Christmas, Black Friday and Cyber Monday.

d. Pop- Up space across the TfL retail estate:

- i. 2 x 1 week lets at a jointly agreed location on the London Underground estate per year.

The "pop-up space" is space across TfL's network that has been ring fenced for revenue generating activities and is distinct from operations/ticket offices. This includes without limitation: kiosks, shop units and will cover unidentified areas such as arches and additional space as and when they become part of the retail portfolio.

The Sponsor must give 3 months notice in advance of activating this pop-up space right. To assist with the efficiency of selecting and activating appropriate pop-up space the Parties have agreed high level selection criteria as outlined at Appendix 4. All costs associated with install, strike and dressing of the pop-up space will be at the cost of the Sponsor. The activation and install must comply with Authority's health, safety and fire regulations.

e. Media Activity:

- i. Joint press release announcing the partnership, with Sponsor mention and quote;
- ii. Media launch with Sponsor spokesperson and TfL representatives, to take place at a location agreed by both Parties on the TfL estate; and
- iii. Social Media Channels – The launch of the partnership will be supported through social media on @TfLOfficial on Twitter and the Authority's Facebook page. Additional activity relating to the partnership will be posted and published when deemed relevant to the Authority's customers and followers. The TfL Press Office and Social Media team will determine the relevance and decisions will be made in light of operational needs.

All promotional materials to be issued in respect of the Project by the Sponsor, the Authority, TfL or London Underground (LU) must be approved in writing by the other Party which will not be unreasonably withheld or unnecessarily delayed.

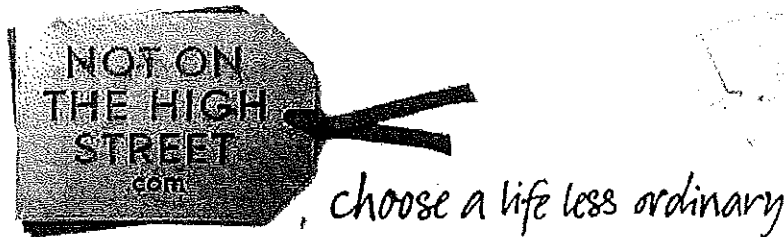
Each Party will designate a nominated person to approve material and content. Once submitted to the nominated person, each Party must acknowledge receipt within 24 hours and will provide its approval (or not approve, in which case the Parties will agree an alternative approved version) within 5 business days of the acknowledgement, failing which the other Party can assume the material and/or content has been approved and proceed on that basis. For the avoidance of doubt the 5 business days for approval only starts on receipt of the acknowledgement from the nominated person of the other Party.

f. Developed Product Line

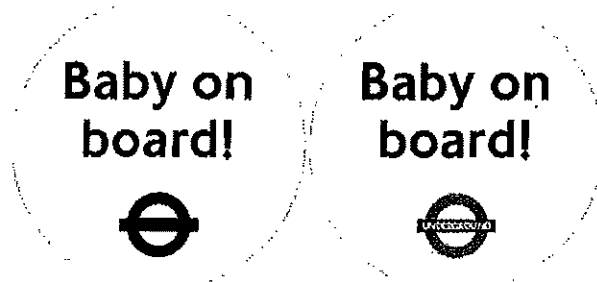
- i. The sublicensable right to produce and sell a product range incorporating the Authority Logo in accordance with the Licence at Appendix 2.

For the avoidance of doubt the Authority shall be precluded from promoting, in relation to the Project, any other product or service similar to or in competition with that of the Sponsor.

2. **Sponsor Logo** means the following:



3. **Authority Logo** means the following:







The Authorities Logo will be licensed on the terms set out in Appendix 2.

4. **Sponsorship Costs** means a total of £420,000 (plus VAT) over the Sponsorship Period, with £35,000 (plus VAT) being paid in January 2015 and the remaining £385,000 paid in instalments of £35,000 on the following dates each year until the end of the Sponsorship Period:
- 1 April
  - 1 July
  - 1 October
  - 1 January

For the avoidance of doubt time shall be of the essence for the payment of Sponsorship Costs.

5. **Sponsorship Period** means the period commencing on 1 January 2015 until 30 December 2017, with the option for either party to terminate the Agreement on the 31 June 2016 by giving the other Party not less than 90 days written notice.
6. **Project** means the Baby on Board! partnership with the Sponsor.

7. **Badge** means the Baby on Board! badge distributed at TfL stations, through the Customer Contact Centre and online.

SIGNED FOR AND BEHALF OF THE PARTIES	
 20/11/14	 25/11/14
 Commercial Development Director Transport for London	 Chief Financial Officer NotOnTheHighStreet.com

## 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 elect to withdraw a relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment. For the avoidance of doubt, actions under this clause shall not affect the rights that the Authority may otherwise be entitled to exercise under this Agreement including but not limited to recovering relevant Sponsorship Costs.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing. If the Benefits or package is to change, the Authority must provide the Sponsor with adequate notice of this in writing. In particular, the Benefit at 1(b) shall not be altered without written agreement by the Parties.
4. 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 if and to the extent as set out in the Commercial Terms. These materials must be approved in writing by both Parties, such approval not to be unreasonably withheld or unnecessarily delayed.
5. **Termination**
  - a. Either Party may give notice to terminate this Agreement in the event that the other:
    - i. breaches this Agreement and fails to remedy such breach within 31 days of notice given by the Party not in breach to the other;
    - ii. breaches this Agreement where such breach is not capable of remedy;
    - iii. goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy;
    - iv. demonstrates or declares, whether by words or its actions, that it shall not be fulfilling its obligations or adhering to the terms of this Agreement or the terms of the licence at Appendix 2 relating to the use and reproduction of Transport for London's intellectual property between the Parties dated 25 November 2014 (the **Licence Agreement**);
    - v. terminates the Licence Agreement for any reason; and/or
    - vi. circumstances arise from which there is a risk of damage to either party by reason of the conduct of, or adverse publicity about either party, by giving the other party notice in writing to bring the Agreement to an end immediately. In such circumstances, the Authority shall be entitled to retain fees already paid by the Sponsor provided always that upon the application of this paragraph 5(vi), the Sponsor's liability for further fees arising shall cease. For the avoidance of doubt, termination

under this clause by either party shall not affect the rights that that party may otherwise be entitled to exercise under this Agreement.

6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Project, except where:
  - a. either party exercises the break option set out in clause 5 of the Commercial Terms; and/or
  - b. either party terminates the partnership in accordance with this Agreement.
7. The Authority accepts no responsibility for any change to the Project beyond the Authority's reasonable control, including without limitation, act of God, fire, national or local disaster.

#### **8. Indemnities**

- a. In this clause, a reference to an indemnified party shall include that indemnified party's subsidiaries, and the provisions of this clause shall be for the benefit of the indemnified party and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the indemnified party.
- b. The Sponsor shall indemnify the Authority against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Authority arising out of or in connection with:
  - i. any claim made against the Authority by a third party for actual or alleged infringement of a third party's intellectual property rights or moral rights arising out of or in connection with the Authority's use of any material incorporating any of the Sponsor's Logo or any content (such as text, graphics or photography) supplied by the Sponsor under or in accordance with this Agreement;
  - ii. any claim made against the Authority by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the packaging supplied by the Sponsor under paragraph 1(b) of the Commercial Terms, whether or not any claim arises during the Sponsorship Period.
- c. The Authority shall indemnify the Sponsor against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Sponsor arising out of or in connection with:
  - i. any claim made against the Sponsor by a third party for actual or alleged infringement of a third party's intellectual property rights or moral rights arising out of or in connection with the Sponsor's use of the Authority's Logo in accordance with this Agreement;
  - ii. any claim made against the Sponsor by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Badge supplied by the Authority as defined at paragraph 7 of the Commercial Terms, whether or not any claim arises during the Sponsorship Period.

- d. The indemnities in this clause 8 shall apply whether or not the indemnified party has been negligent or at fault.
- e. If any third party makes a claim, or notifies an intention to make a claim, against an indemnified party which may reasonably be considered likely to give rise to a liability under an indemnity in this clause 8 (a Claim), the indemnified party shall consult with the indemnifying party in relation to the Claim and shall not and procure that any third party shall not settle, compromise or make any admission of liability in relation to the Claim without the prior written consent of the indemnifying party, such consent not to be unreasonably withheld or delayed.
- f. Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

#### **9. Limitation of Liability**

- a. Nothing in this Agreement shall limit or exclude a party's liability:
  - i. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - ii. for fraud or fraudulent misrepresentation;
  - iii. for any other liability which cannot be limited or excluded by applicable law; or
  - iv. under the indemnities set out at clause 8.
- b. Subject to the above, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:
  - i. loss of revenue or anticipated revenue;
  - ii. loss of savings or anticipated savings;
  - iii. loss of business opportunity;
  - iv. loss of profits or anticipated profits;
  - v. wasted expenditure; or
  - vi. any indirect or consequential losses.
- c. Subject to clause 9.a the maximum aggregate liability for either party in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to the amount of the Sponsorship Costs.

#### **10. Insurance**

- a. The Sponsor confirms that it shall arrange public liability insurance, for not less than £2 million per claim, at its sole cost, to cover its legal liability for death or personal injury or damage to third party property:
  - i. arising during the course of any pop-up event (as defined at paragraph 1(d) of the Commercial Terms), and/or
  - ii. caused by the use of the Sponsor's goods and/or any other materials or goods owned or controlled by the Sponsor.



- b. The Sponsor confirms that it shall also insure against any loss, theft or damage to its goods, or other materials or goods controlled by it that are used for or are located at the pop-up event.
- c. The Authority confirms that it will maintain public liability insurance, for not less than £2 million per claim, at its sole cost, to cover its legal liability in respect of death of or personal injury to or damage to third party property:
  - i. arising during the course of any pop-up event; and
  - ii. in respect of any claim arising directly or indirectly by the public's use of the Badge.

11. The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo, and any copyright and related rights in works provided to the Authority during the Sponsorship Period, in relation to the Project. Such licence shall terminate upon expiry of the Sponsorship Period or earlier termination provided always that the Sponsor acknowledges and agrees that:

- a. 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.

12. 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 or other intellectual property 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 and/or any copyright or related right that subsists in works provided to the Authority by the Sponsor during the Sponsorship Period. 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 11, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.

### 13. Access to Data

- a. The Parties will work together in compliance with the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all associated regulations and statutory instruments, guidance notes and codes of practice issued by the Information Commissioner's Office as amended from time to time ("Data Protection Legislation") to agree consents, within one month of the signature of this Agreement, which allow the Sponsor to market through separate identifiable channels including, e-mail, mail and other electronic messaging.
- b. In this Clause 13 the terms data controller, data processor, data subject, personal data, sensitive personal data and processing shall be as defined in

the Data Protection Act 1998 and 'Data' shall mean the personal data and (if applicable) sensitive personal data provided by the Authority to the Sponsor pursuant to this Clause 13.

- c. The Parties acknowledge that they will not control the Data jointly. The Authority will be the sole data controller of the Data it collects and the Sponsor will be the sole data controller of Data disclosed to it under Clause 13(g) by the Authority.
- d. The Parties shall comply with all Data Protection Legislation.
- e. Both Parties warrant that they have all necessary consents and authorisations, including appropriate registrations with the Information Commissioner's Office, that are required for them to process Data for the purposes of this Agreement and to disclose Data in accordance with this Agreement
- f. The Authority shall ensure that members of public requesting to receive a 'Baby on Board' badge ("**Badge Request**") are as from 1 January 2015 ("**Data Transfer Commencement Date**") given the opportunity to consent to the Sponsor's use of the personal data which they provide, as part of the registration process, for direct marketing purposes. The nature and form of such consent shall be as agreed between the Parties.
- g. Subject to the Sponsor's compliance with this Clause 13, on the last day of every month commencing on the Data Transfer Commencement Date, the Authority shall transfer to the Sponsor, free of charge and on a perpetual and royalty free basis, and in a format agreed between the Parties (acting reasonably), the contact details for the individuals who have made a Badge Request and who the Authority reasonably determines have given sufficient consent to such transfer to the Sponsor for the purposes set out in Clause 13(i). The Sponsor acknowledges and agrees that some individuals who make a Badge Request may leave fields blank because not all fields are mandatory. The Authority shall, at its option, transfer either an update to the list of contact details which was transferred in previous months or a complete list of contact details previously transferred and due to be transferred in accordance with this Clause 13(h).
- h. The Sponsor acknowledges and agrees that the contact details transferred by the Authority pursuant to Clause 13(g) shall be the minimum personal data necessary for the purpose set out in Clause 13(i).
- i. The Sponsor agrees to use the Data for the purpose of sending the Sponsor's own direct marketing only (in any form) to the relevant data subjects and not for any other purpose whatsoever (other than to the extent that it is related to any negotiation or contract between the Sponsor and the relevant data subject resulting from such marketing).
- j. The Sponsor acknowledges and agrees that it is responsible on a continuing basis for ensuring that the Personal Data for which it is the data controller is accurate and up-to-date.
- k. Without prejudice to its other rights and remedies under this Agreement, the Authority shall be entitled to suspend transfers of Data under Clause 13(g) in the event that the Sponsor is in material breach of this Clause 13 or subject to enforcement action by a regulatory body as a result of their unlawful processing of personal data.

#### 14. Freedom of Information

- a. For the purposes of this Clause 14
    - i. **'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 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;
    - ii. **'Access Request'** means any request for Information made by any individual to TTL or any Affiliate pursuant to section 1 of the Freedom of Information Act 2000 or any request for Information under the Environmental Information Regulations 2004;
    - iii. **'Information'** means any information held by TTL or any Affiliate on behalf of the Sponsor and in any way connected with this Agreement.
  - b. The Sponsor acknowledges that the Authority is subject to FOI Legislation and agrees, where it is reasonably and necessarily required, to assist and co-operate with the Authority to enable it to comply with its obligations under such legislation including, without limitation, providing to the Authority such information as the Authority may reasonably request concerning this Agreement.
  - c. The Sponsor acknowledges that the Authority may be obliged under FOI Legislation to disclose Information concerning this Agreement without consulting or obtaining consent from the Sponsor.
  - d. The Sponsor acknowledges that the Authority shall be responsible for determining whether Information is exempt Information under the FOI Legislation and for determining what Information will be disclosed in response to an Access Request in accordance with the FOI Legislation.
  - e. In the event that the Authority receives an Access Request pursuant to the FOI Legislation it shall provide notice to the Sponsor within five (5) business days of receipt of such Access Request comprising details relating to the Access Request, including without limitation, the date of receipt of the Access Request.
15. The Parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the disclosing party any trade or business secret or other information by its nature or expressed to be confidential supplied by the disclosing party to the receiving party. The Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation.
16. The Sponsor shall not, and shall procure that it 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 without the Authority's written approval.
17. 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.

18. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority which will not be unreasonably withheld or unnecessarily delayed.
19. 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.
20. 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.
21. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
22. 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.
23. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
24. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

## Appendix 2 - Licence

**LICENCE 14/5038 RELATING TO THE USE AND REPRODUCTION OF  
TRANSPORT FOR LONDON'S DESIGNS AND/OR TRADEMARKS**

This Licence is made on 25 November 2014

**BETWEEN**

Transport Trading Ltd of 42 - 50 Victoria Street, London SW1H 0TL (hereinafter called "TTL") of the one part and the Licensee named in the schedule of the other part.

**RECITALS:**

- 1 Transport for London ("the Corporation") is the owner of the Intellectual Property Rights (as defined below) and has granted to TTL the right to grant licences thereunder to licensees
- 2 The Licensee wishes to use the Intellectual Property Rights on any and all Materials (digital or otherwise) produced in accordance with the Benefits as they are defined in the Sponsorship Agreement
- 3 The Licensee also wishes to Sub-Licence the use of the Intellectual Property Rights to Partner Sellers to facilitate the incorporation and use of the Intellectual Property Rights on the Products
- 4 TTL has agreed to grant the Licensee a licence on the following terms
- 5 This Agreement is conditional upon and shall not come into force until both TTL and the Licensee have entered into and validly executed the Sponsorship Agreement relating to the Baby on Board Project.

**IT IS NOW AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Licence, the following definitions shall apply unless the context requires otherwise:-
  - 1.1.1 the "Commencement Date" means the date specified in the schedule;

- 1.1.2 the "Intellectual Property Rights" means the intellectual property rights to the extent owned by the Corporation in the Images, the New Johnston typeface and such other designs and logos which may be specified and agreed in writing by TTL from time to time;
- 1.1.3 the "Images" means those images stated in the schedule and ancillary use of the New Johnston typeface;
- 1.1.4 the "Licence" means this licence together with the schedule attached hereto and any documents referred to therein;
- 1.1.5 the "Licence Fee" means the royalty payment outlined in the schedule;
- 1.1.6 the "Materials" means any packaging, digital content, written advertising (including but not limited to posters, flyers, and stands), catalogues or brochures, produced in accordance with the Benefits as they are defined in the Sponsorship Agreement;
- 1.1.7 the "Partner Sellers" means up to 15 authorised third party businesses selected and agreed in writing between the parties, who will take the benefit of a Sub-Licence from the Licensee of the rights granted under this Licence to manufacture and sell the Products on the Website;
- 1.1.8 the "Permitted Manner" means use of the Images in accordance with the details specified in the schedule and this Agreement;
- 1.1.9 the "Products" means no more than 50 goods, incorporating the Images, manufactured and sold by Partner Sellers on the Website in three categories as agreed in writing by the parties ;
- 1.1.10 the "Sponsorship Agreement" means the validly executed agreement between the Corporation and the Licensee relating to the Baby on Board Project dated 25 November 2014;

- 1.1.11 "Sub-Licence" means the sub-licence between the Licensee and the Partner Seller of relevant rights granted under this Agreement, as agreed between the parties and to which TTL will be a signatory;
- 1.1.12 the "Territory or Territories" means the territory or territories named in the schedule;
- 1.1.13 the "Term" shall mean the period of the duration of this Licence as set out in clause 4 hereof but subject to earlier termination in accordance with clause 9 hereof or the Sponsorship Agreement;
- 1.1.14 the "Website" means the website owned and administered by the Licensee at the URL [notonthehighstreet.com](http://notonthehighstreet.com);
- 1.1.15 "Year" means each period of twelve calendar months commencing on the Commencement Date or any anniversary thereof.
- 1.2 The headings in this Licence are for convenience only and shall not affect their interpretation.
- 1.3 Words denoting a singular number shall where appropriate include the plural and vice versa. Words denoting the masculine gender shall where appropriate include the feminine and vice versa.

## 2. RIGHTS GRANTED AND TERRITORY

- 2.1 In consideration of the payment set out in clause 3 below TTL hereby grants to the Licensee the rights
  - 2.1.1 to reproduce the Images on or in relation to the Materials (digital or otherwise) produced in accordance with this Licence;
  - 2.1.2 to distribute and use the Materials in the Territory;
  - 2.1.3 to reproduce the Images on or in relation to the Products in the Permitted Manner; and
  - 2.1.4 to distribute and sell the Products in the Territory.

- 2.2 The Licensee shall not, and shall use all reasonable endeavours to ensure that any Partner Sellers shall not, make any representation or do any act which may be taken to indicate that it has any right, title, or interest in or to the ownership of any of the Intellectual Property Rights or the goodwill generated therein and acknowledges that the rights granted by Clause 2.1 are by way of licence only and do not confer upon the Licensee any right or interest in the Intellectual Property Rights other than as set out in this Licence. All goodwill derived from the use of the Intellectual Property Rights by the Licensee shall at all times accrue to the benefit of TfL. The Licensee shall, and shall use all reasonable endeavours to ensure that any Partner Sellers shall, if requested by TfL at any time, execute and deliver to TfL (at TfL's expense) a confirmatory assignment of the goodwill derived from the use by the Licensee of the Intellectual Property Rights (or any part thereof).
- 2.3 This Licence is personal to the Licensee who shall not assign transfer or otherwise dispose of the rights granted by this Licence nor shall the Licensee sub-licence or authorise any other person, except Partner Sellers, to exercise the rights hereby given or have the Products manufactured for the Licensee by any third party unless TTL has given prior written consent to such manufacture.
- 2.4 This Licence does not confer upon the Licensee sole and exclusive rights and TTL shall be at liberty to licence other parties to reproduce or use the Images and/or distribute products similar to the Products unless stated otherwise in the schedule or in the Sponsorship Agreement relating to the Baby on Board Project.
- 2.5 The Licensee agrees (and shall use all reasonable endeavours to ensure that this provision shall apply to the Partner Sellers in relation to their supply of the Products) that it shall not use or incorporate any part of the Images and/or any of the Intellectual Property Rights in a company name or a trading name or use in any way that suggests a

connection with the Corporation or in the course of trade other than in the Permitted Manner.

- 2.6 Provided always that during the Term the Licensee trades, and uses all reasonable endeavours to ensure that in relation to the Products the Partner Sellers trade, ethically, accepts international standards regarding child labour and safety and pays above the national living wage for their country as more specifically set out in the Ethical Sourcing Terms and Conditions of Contract at Appendix A or as may be notified by TTL from time to time. Any failure to comply with this clause will constitute a material breach which is incapable of remedy and the Licensee shall be entitled to terminate this Licence in accordance with clause 9.1.1.

### 3 PAYMENT

- 3.1 The Licensee shall pay TTL a Licence fee as follows:-
- 3.1.1 the charge for use of Images which is absorbed into the Sponsorship Costs payable under the Sponsorship Agreement; and
- 3.1.2 periodic royalty payments in arrears for each period (or part) ending 31 March, 30 June, 30 September and the last day of the Year. The payments shall be supported by a statement in the form of an accounts royalty report together with any other particulars that TTL may reasonably require. Payments shall be made within thirty (30) days of the last day of each period.
- 3.2 Payments shall be made in sterling by electronic transfer, in cash or by a cheque or bankers draft drawn on a United Kingdom clearing bank.
- 3.3 All sums payable hereunder are exclusive of VAT which shall where appropriate be payable by the Licensee in addition.
- 3.4. In the event that any payment which has become due and payable hereunder is not paid within thirty (30) days of its due date such payment shall bear interest at

the rate of five per cent per annum above the then current base lending rate of HSBC plc from the date due until the date actually paid.

### 4. DURATION

This Licence shall commence on the Commencement Date and shall continue for the Duration Period outlined in the schedule subject to earlier termination in accordance with clause 9 below.

### 5. THE PRODUCTS

- 5.1 TTL acknowledges and agrees that the Partner Sellers only will create, manufacture and sell the Products.
- 5.2 Prior to the commencement of any work, manufacture or distribution, the Licensee shall first submit to TTL from the Partner Sellers for approval:-
- 5.2.1 full details including artwork, roughs, prototypes, pre-production and production samples, quality specifications and certification of country of origin of each of the Products; and
- 5.2.2 designs for the Products and of all printed materials using the Images for approval as to the manner and the context of the intended use of the Images;
- and the Licensee shall not allow any of the Products to be made available for sale on the Website until they have been approved in writing by TTL.
- 5.3 For the purpose of ensuring that the Partner Sellers are complying with TTL's specifications and standards and the Sub-Licence:-
- 5.3.1 the Licensee shall supply from the Partner Sellers two (2) samples of each of the finished Products to TTL;
- 5.3.2 the Licensee shall as reasonably requested by TTL, procure that the Partner Sellers from time to time, supply to TTL at the Licensee's expense and in addition to the sample referred to in Clause 5.3.1 above, further samples from production runs of the Products for



- the purpose of inspecting and testing the same; and
- 5.3.3 TTL by its authorised representative may on reasonable notice and at its own expense visit the Partner Sellers premises (or any other premises where the Products are permitted to be manufactured) with the Licensee during normal business hours to inspect the method of manufacture of the Products, the materials used and the packaging or storage of the Products.
- 5.4 If the Products are not in TTL's reasonable opinion of the quality required by TTL, the Licensee shall on receipt of written notice from TTL forthwith terminate its Sub-License with the relevant Partner Sellers and withdraw those Products from sale on the Website. In this circumstance, the Licensee shall use all reasonable endeavours to stop the production of the relevant Products which shall then either be corrected or destroyed.
- 5.5 As far as is practicable, the Licensee shall procure that subject to the requirements of the European Union the Products are manufactured by the Partner Sellers in the United Kingdom: -
- 5.5.1 the Licensee shall use all reasonable endeavours to prohibit the Partner Sellers from sub-contracting the manufacture of any of the Products; and
- 5.5.2 Licensee (if resident within the European Union) shall not, and shall use all reasonable endeavours to ensure that the Partner Sellers shall not, actively solicit orders for the Products outside the Territory but shall not be prohibited from accepting any unsolicited orders for the Licensed Products which it may receive from any other country for the time being of the European Economic Area; but TTL gives no warranty that the sale of the Products outside the Territory will not infringe any third party rights of whatsoever nature.
- 5.6 The Licensee shall not, and shall use all reasonable endeavours to ensure that the Partner Sellers shall not, enter into any agreement or contract with any third party whereby the Products are the subject of a retention of title provision.
- 5.7 The Licensee shall not, and shall use all reasonable endeavours to ensure that the Partner Sellers shall not, dispose of the Products for less than 75% of the Partner Sellers first or (if higher) current published trade or wholesale price list without the prior written consent of TTL.
- 5.8 The Licensee shall keep separate detailed books and records of all sales of the Partner Sellers Products to enable TTL to check the accuracy of the information contained in the statements rendered under Clause 3.1.2 and TTL shall be entitled at its expense to audit and/or inspect the said books and records by its authorised representative or representatives on reasonable notice during business hours and to take copies of or extracts from such books and records save that this right shall not be exercisable in respect of any statement if no inspection has been made within three (3) years of its being rendered to TTL. If any such audit or inspection shall reveal a deficit in any statement exceeding 5% of the correct amount then the Licensee shall refund to TTL the cost of the audit or inspection.
- 5.9 The Licensee shall supply to TTL within sixty (60) days of the last day of each Year a certificate in writing by its auditors certifying the agreed price of the Products sold or otherwise disposed of by the Licensee or and the Partner Sellers through the Website in the previous Year, the numbers sold and the amount of royalty due. If such amount falls short of the minimum royalty set out in the schedule, or as agreed following annual review, the Licensee shall remit the balance to TTL with the certificate. The rendering of such certificate shall not preclude the right of inspection given to TTL.
- 5.10 TTL shall notify the Licensee of all modifications, amendments and/or updates to the Images and the Licensee undertakes to use all reasonable endeavours to ensure that the Partner Sellers accept and incorporate such modifications, amendments and/or

updates, within two (2) months of notification or at the next manufacturing run whichever is the sooner. The Licensee shall not, and shall use all reasonable endeavours to ensure that the Partner Sellers shall not, deal in any way with Products incorporating the old Images after six (6) months of such notification.

- 5.11 The Licensee will use its best endeavours to promote and develop the sale of the Products in the Territory.
- 5.12 The Licensee shall immediately inform TTL if at any time the Licensee becomes aware of any defect or insufficiency in the information provided by TTL, or of any defect in any of the Products manufactured by the Partner Sellers.
- 5.13 TTL may at any time notify the Licensee to stop the Partner Sellers selling any Products bearing the Images or any part thereof on the Website and the Partner Seller will have a 3 (three) month period in which to sell through all stocks of the Product bearing the said Images from the date such notification is given in writing by TTL.

## 6. THE IMAGES

- 6.1 Subject to payment of the Licence Fee as set out in clause 3 above, TTL will make the Images available to the Licensee.
- 6.2 The parties hereby acknowledge and agree that the Images remains the property of TTL at all times. The said Images shall be returned to TTL on the earliest of expiration or sooner termination of this Licence or upon notification being given by TTL under clause 5.13. The Licensee shall be liable for any loss of or damage to the Images howsoever caused.
- 6.3 The Images shall not be used for any purpose other than for reproduction on the Materials and Products in accordance with this Licence.
- 6.4 The Images shall not be altered in any way without TTL's previous written consent and the Licensee shall ensure that the reproduction thereof on the

Materials and Products shall be a true and exact replica of the Images

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 TTL warrants to the best of its knowledge that the Corporation is the proprietor of the Intellectual Property Rights and that it is not aware that any of the said rights or the use of any of them on or in relation to the Products and the Territory infringes the rights of any third party. Nevertheless TTL gives no warranty as to the validity or enforceability of the Intellectual Property Rights either in whole or in part.
- 7.2 The Corporation shall pay all renewal fees necessary to maintain the registration of any Intellectual Property Rights which are registered during the term of this Licence.
- 7.3 The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the Intellectual Property Rights nor to do any act which might assist or give rise to an application to remove from the register any of the Intellectual Property Rights or which might prejudice the right or title of the Corporation to any of the Intellectual Property Rights.
- 7.4 The Licensee will on request give to TTL or its authorised representative any information as to its use of the Intellectual Property Rights which TTL may require and will render any assistance reasonably required by TTL when maintaining the registrations of the registered Intellectual Property Rights.
- 7.5 The Licensee shall as soon as it becomes aware of an actual or possible infringement give to TTL in writing full particulars of any user or proposed user or any other person, firm or company using the trade name, trademark or get up of goods or their promotion or advertising which would or might amount to an infringement of TTL's Intellectual Property Rights or to passing off.
- 7.6 If the Licensee becomes aware that any other person, firm or company alleges

that the Intellectual Property Rights are invalid or that use of the Intellectual Property Rights infringes any rights of any other party or the Intellectual Property Rights are otherwise attacked or attackable then the Licensee shall immediately give TTL full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

7.7 TTL shall have the conduct of proceedings relating to the Intellectual Property Rights and shall in its sole discretion decide what action, if any, to take in respect of any infringement or alleged infringement of the Intellectual Property Rights or passing off or any other claim or counterclaim brought or threatened in respect of use or registration of the Intellectual Property Rights.

7.8 The Licensee will at the request of TTL give full co-operation to TTL in any action, claim or proceedings brought or threatened in respect of the Intellectual Property Rights and TTL shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance.

## 8. REGISTERED USER NUMBER

The Licensee shall use all reasonable endeavours to ensure that the Partner Sellers print the registration details shown in the schedule on each Product.

## 9. TERMINATION

9.1 TTL may terminate this Licence without prejudice to its other remedies forthwith by notice in writing to the Licensee if the Licensee:

9.1.1 commits a persistent or material breach of this Licence which is incapable of remedy

9.1.2 commits a persistent or material breach of this Licence which is capable of remedy and the Licensee shall not have remedied the same within thirty (30) days of having been notified in writing specifying the breach and requiring it to be remedied; or

9.1.2 is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over any or all of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of TTL giving notice means that the Licensee may be unable to pay its debts. or

9.1.3 if the Licensee is consistently late in paying royalties to TTL. For the purposes of this clause the Licensee shall be deemed to be consistently late if the Licensee has either:

i failed for two (2) consecutive periods to render statements and pay royalties within the due time; or

ii failed in two (2) out of any four (4) consecutive quotes to render payments and to render royalties within the due time; or

iii is at any time more than two (2) months late in rendering a statement or paying any royalties due; or

iv failed to pay any balance of minimum royalty due with the auditors Certificate as provided in clause 5.10.

9.2 TTL may in addition to any other remedies available to it hereunder:-

9.2.1 terminate this Licence by written notice if the Licensee shall not have commenced in good faith within three (3) months of the Commencement Date; or

9.2.2 terminate this Licence in the event that the Licensee demonstrates or declares, whether by words or its actions, that it shall not be adhering to the terms of the Sponsorship Agreement or the Sponsorship Agreement is terminated by TTL for what ever reason.

9.3 Termination of this Licence for whatever reason shall not affect the accrued rights of either party arising in any way out of this Licence prior to the date of termination and in particular but without

limitation the right to recover damages from the other.

9.4 The Licensee acknowledges that TTL, acting reasonably, will have the right to instruct the Licensee to terminate a Sub-Licence where a Partner Seller is in breach of a Sub-Licence.

9.5 The parties acknowledge and agree that a breach of a Sub-Licence by a Partner Seller shall not provide TTL with any automatic right to terminate other Partner Seller Sub-Licences, or this Agreement as a whole.

9.6 On the termination of this Licence for whatever reason the Licensee shall, and shall use all reasonable endeavours to ensure that the Partner Sellers shall, immediately cease to make use of the Images and shall deliver up to TTL its total stock of the Products incorporating or utilising the Images. Without prejudice to all other rights it may have TTL shall be entitled to a first option to purchase the Products in stock at cost price. TTL shall give notice in writing to the Licensee of its wish to take up the option within twenty eight (28) days of termination of this Licence and the Licensee shall be bound to accept.

9.7 In the event of termination of this Licence under Clause 9.1 and its sub-clauses, the Licensee shall, without limitation: (i) terminate any and all Sub-Licences; (ii) deliver to TTL a statement showing stock held by the Partner Sellers of the Products; (iii) require the Partner Sellers to hold such Products as Trustee for TTL and keep such Products stored separately and clearly identified as belonging to TTL; and (iv) follow such other reasonable instructions from TTL.

## 10. COMMUNICATIONS

10.1 Any notice or other document to be given under this Licence shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by registered post or international courier delivery or by telex, facsimile or other electronic media to a party at the address for service stated in the schedule or such other United Kingdom

address as either party may from time to time designate by written notice to the other.

10.2 Any such notice or other document shall be deemed to have been received by the addressee two (2) working days following the date of dispatch if the notice or other document is sent by registered post in the case of a United Kingdom address, four (4) working days in the case of a courier delivery to a non-United Kingdom address or simultaneously with the delivery or transmission if delivered by hand or sent by facsimile or other electronic means.

## 11. JURISDICTION

This Licence shall be subject to and construed in accordance with English law and the parties hereto hereby submit to the jurisdiction of the English courts.

## 12. GENERAL

### 12.1 Confidentiality

The Licensee undertakes to keep confidential the terms of this Licence and all information (written or oral) concerning the business and affairs of TTL that it shall have obtained or received as a result of this Licence, save that which is:-

12.1.1 trivial or obvious; or

12.1.2 already in the possession of the Licensee other than as a result of a breach of this clause; or

12.1.3 already in the public domain other than as a result of a breach of this clause; or

12.1.4 necessary to share with the Partner Sellers for the purposes of the Sub-Licence or to facilitate the manufacture and sale of the Products;

and the Licensee further undertakes to take all steps as shall from time to time be necessary to ensure compliance by its employees, agents, contractors and sub-contractors with this clause.

## 12.2 Advertising

12.2.1 Any advertising of the Products shall be subject to the prior written approval of TTL.

12.2.2 The text of any press release or other communication made by the Licensee shall not be published by or in the media concerning the subject matter of this Licence without TTL's prior written approval.

## 12.3 Indemnity

12.3.1 The Licensee shall be liable for and will indemnify TTL (together with its officers, servants and agents) against any and all liability including (but not limited to), losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by TTL whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual tortious or other claims or proceedings brought against TTL by a third party claiming relief against TTL by reason of the Partner Sellers manufacture, use or sale of any Products or the use by the Licensee of the Intellectual Property Rights except in so far as any claims may arise from:

12.3.2 any breach of this Licence by TTL;

12.3.3 any invalidity or defect in the title of TTL to the Intellectual Property Rights not caused by any act or default of the Licensee; or

12.3.4 from the instructions given to the Licensee by TTL provided such instructions have been properly carried out by the Licensee.

## 12.4 Limitation of Liability

12.4.1 Nothing in this Licence shall limit or exclude a party's liability:

- i. for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- ii. for fraud or fraudulent misrepresentation; or

- iii. for any other liability which cannot be limited or excluded by applicable law.

12.4.2 The amount recoverable hereunder by the Licensee in any claim against TTL shall be limited to the amount of royalties previously paid by the Licensee hereunder together with the direct cost of manufacture of those Products then in stock.

12.4.3 Subject to clause 12.5.1 the maximum aggregate liability for the Licensee in contract, tort (including negligence), or otherwise, howsoever arising under or in connection with this Licence shall be limited to the amount of the Sponsorship Costs as set out and defined in the Sponsorship Agreement.

## 12.5 Severability

If any provision of this Licence is held by any court or competent authority to be void or unenforceable in whole or in part, the other provisions of this Licence and the remainder of the affected provisions shall continue to be valid. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision the effect of which is the closest possible to the intended effect of the invalid or unenforceable provision.

## 12.6 Waivers

Any waiver by either party of a breach or default of any of the provisions of this Licence by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## 12.7 Entire Agreement

This Licence contains the entire agreement between the parties with respect to its subject matter, supersedes all previous licences and understandings between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

**IN WITNESS** of which the parties have  
caused this Licence to be signed by their


respective authorised signatories the day  
and year first above written


**THE SCHEDULE TO LICENCE NUMBER 14/5038  
relating to the use and reproduction of  
Transport for London's designs and/or trade marks**

The Licensee:	Notonthehighstreet Enterprises Limited, of 1 <sup>st</sup> Floor Lion House, Red Lion Street, Richmond, Surrey, TW9 1RE	
Registration Details:	© TfL Reg'd User No 14/5038	
Commencement Date:	25 November 2014	
Duration:	25 November 2014 – 30 December 2017	
Products:	To be agreed by the parties in writing.	
Images:		
Territory or Territories:	Production and sales in: UK/European Union	
Licence Fee: part of the Sponsorship Cost	Royalty: 7% of the gross sale price	
<b>Details:</b> Artwork, mock-up and pre-production samples: Must be designed using Transport for London's official Underground Logos, Map and Font. Must be approved by the IP Development Department at TfL.		


1.	
<p>TTL's address for service is at:</p> <p>Brand Licensing Manager          Intellectual Property Development          Transport for London          Windsor House          42-50 Victoria Street          London          SW1H 0TL          Tel: 0203 054 6247          E-mail: <a href="mailto:saskiaboersma@tfl.gov.uk">saskiaboersma@tfl.gov.uk</a></p>	<p>The Licensee's address for service is at:</p> <p>Marketing Director          Notonthehighstreet Enterprises Limited          1 Floor Lion House          Red Lion Street, Richmond          Surrey          TW9 1RE  <u>Tel: 0208 614 7100</u></p>
Appendix A - Ethical Base Code	



Signature  .....  
Signed for and on behalf of  
**TRANSPORT TRADING LTD**

Signature  .....  
Signed for and on behalf of  
**THE LICENSEE**

Name (please print)  .....

Name (please print)  .....

Position *Head of Marketing Services* .....

Position *CEO* .....

In the presence of  .....

In the presence of  .....

## APPENDIX A

### Ethical Sourcing Terms and Conditions

#### Ethical Sourcing Terms and Conditions of Contract

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1. TfL is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Licensee shall comply with and shall procure that its sub-contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Appendix 1 to this Agreement, or an equivalent code of conduct (the "Ethical Sourcing Principles") in relation to the provision of the goods.
2. During the course of this Agreement, TfL has the right to request Platform Holding Limited to carry out one or more audit using a reputable auditor to verify whether the Licensee is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by TfL, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by TfL.
3. During the course of this Agreement, if TfL has reasonable cause to believe that Platform Holding Limited is not complying with any of the Ethical Sourcing Principles, then TfL shall notify the Licensee and the Parties shall agree an action plan with appropriate timeframes for compliance by the Licensee the ("Action Plan"), such Action Plan to be agreed by the Parties by no later than **three (3) months** from the date of TfL notifying the Licensee that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by Platform Holdings Limited.
4. Following the agreement of the Action Plan, TfL reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by TfL) in relation to compliance by the Licensee with the Action Plan.
5. For the avoidance of doubt, the rights of audit contained in this clause shall include without limitation the right of TfL (or a TfL-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Licensee shall co-operate and shall procure that its sub-contractors (as applicable) co-operate with TfL in relation to all aspects of any audit.

## **APPENDIX A: THE ETI BASE CODE**

### **1.1 EMPLOYMENT IS FREELY CHOSEN**

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

### **1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC**

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

### **1.4 CHILD LABOUR SHALL NOT BE USED**

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the Appendix A.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

### **1.5 LIVING WAGES ARE PAID**

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

## **1.6 WORKING HOURS ARE NOT EXCESSIVE**

1.6.1 Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

## **1.7 NO DISCRIMINATION IS PRACTISED**

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

## **1.8 REGULAR EMPLOYMENT IS PROVIDED**

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## **1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

### Appendix 3 – Creative Packaging Guidelines

- The packaging and customer communication relating to the Badge will be a catalogue approximately 8+4pp and:
  - will feature:
    - the Authority Logo on the front cover (potentially with the Badge affixed to it);
    - the Sponsor Logo on front cover;
  - will incorporate to varying degrees as appropriate:
    - key Sponsor Pantone colours (- 639C, 641C, 308C);
    - bold Authority colours;
    - the Sponsor sans font;
    - suomi hand font;
  - will advertise:
    - gender reveal/announcement products;
    - general baby and child products (toys, clothing, room accessories and prints and art);
    - gifts for new babies and new mums;with product captions referencing the product title and price; and
  - will be:
    - sealed in an envelope (branded with both the Authority Logo and the Sponsor Logo).
- All images used in the packaging and customer communication relating to the Badge will be shot in the Sponsors photographic style with relevant propping and backgrounds.
- Real babies will feature in the packaging and customer communication relating to the Badge.
- Legal terms relating to a customer's purchase of goods on the Sponsor website (notonthehighstreet.com) will be outlined.

## Appendix 4 – Pop Up Space across the TfL retail estate

The following criteria is intended as a guide only and is subject to the definition of pop-up space provided at paragraph 1(d) of the Commercial Terms:

- The Pop- Space will:
  - be a location:
    - with a higher than average dwell time (based on the Authority's reasonable estimates);
    - with higher than average footfall (based on the Authority's reasonable estimates);
  - allow:
    - the sale of goods;
    - the use of electricity; and
    - appropriate signage, directions, and floor vinyls, subject to written agreement with TfL and the Sponsor covering the cost of producing these assets.
  
- The Pop- Space will not be:
  - a cart/trolley in a mezzanine/concourse;
  - located in a tourist location (based on the Parties agreement as to what a tourist location constitutes); or
  - small and enclosed.