

DATED 21 May 2010

(1) TRANSPORT TRADING LIMITED

(2) BARCLAYS BANK PLC

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LONDON CYCLE HIRE SCHEME  
LONDON CYCLE SUPERHIGHWAYS  
NAMING RIGHTS AND SPONSORSHIP AGREEMENT

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## CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	3
2.	TERM OF AGREEMENT .....	11
3.	RIGHTS .....	12
4.	EXCLUSIVITY .....	13
5.	OBLIGATIONS OF THE SPONSOR.....	14
6.	OBLIGATIONS OF TTL.....	15
7.	APPROVALS .....	18
8.	PAYMENT.....	20
9.	TFL INTELLECTUAL PROPERTY RIGHTS .....	21
10.	SPONSOR INTELLECTUAL PROPERTY RIGHTS.....	23
11.	WARRANTIES AND INDEMNITIES .....	25
12.	LIMITATIONS OF LIABILITY .....	28
13.	2012 OLYMPIC GAMES .....	28
14.	CONFIDENTIALITY AND PUBLICITY.....	29
15.	ACCESS TO DATA.....	30
16.	TERMINATION.....	31
17.	CONSEQUENCES OF TERMINATION .....	33
18.	NATURE OF AGREEMENT .....	34
19.	CORRUPT GIFTS OR PAYMENT.....	35
20.	FRAUD .....	36
21.	FREEDOM OF INFORMATION .....	36
22.	DISPUTE RESOLUTION .....	37
23.	MISCELLANEOUS.....	38
24.	NOTICES AND SERVICE.....	38
	SCHEDULE 1 .....	1
	GOVERNANCE.....	1
	SCHEDULE 2 .....	7

MARKS AND LOGOS .....	7
SCHEDULE 3 .....	9
LONDON CYCLE HIRE SCHEME RIGHTS .....	9
SCHEDULE 4 .....	13
CYCLE SUPERHIGHWAYS RIGHTS.....	13
SCHEDULE 5 .....	15
ANCILLARY RIGHTS .....	15
SCHEDULE 6 .....	16
CHARGES, PERFORMANCE INDICATORS AND CLAW BACKS.....	16
SCHEDULE 7 .....	23
LONDON CYCLE HIRE DETAILS.....	23
SCHEDULE 8 .....	24
CYCLE SUPERHIGHWAYS DETAILS.....	24

AGREEMENT dated 2010

**BETWEEN:**

- (1) **TRANSPORT TRADING LIMITED**, a company incorporated in England (company number 3914810) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ('TTL');
- (2) **BARCLAYS BANK PLC**, a company incorporated in England (company number 1026167) whose registered office is at 1 Churchill Place, London E14 5HP ('Sponsor').

**WHEREAS:**

- (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. As part of its duties, TfL is implementing a London Cycle Hire Scheme in conjunction with the LCHS Operator. TfL is also implementing a network of Cycle Superhighways in London.
- (B) TfL (through its wholly owned subsidiary TTL) has the exclusive right to grant naming rights and sponsorship rights in respect of both the London Cycle Hire Scheme and Cycle Superhighways.
- (C) TfL issued an Invitation to Tender on 9 March 2010 ('ITT') seeking tenders in respect of the naming and sponsorship of the London Cycle Hire Scheme and Cycle Superhighways, and acquisition of certain other rights and licences, from TTL.
- (D) The Sponsor wishes to be granted the naming rights and sponsorship rights of the London Cycle Hire Scheme and Cycle Superhighways. The Sponsor provided a response to the ITT describing its commercial offer in respect of such rights ('Response').
- (E) TfL has (on the basis of the Response and subsequent discussions between the parties) agreed to appoint the Sponsor as the naming rights holder and sponsor in respect of the London Cycle Hire Scheme and Cycle Superhighways, and TfL (via its wholly owned trading subsidiary TTL) has agreed to contract with the Sponsor, in each case in accordance with the terms and conditions set out below.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

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

- |                         |   |
|-------------------------|---|
| 'Actual CS Launch'      | shall have the meaning given in Part A of Schedule 6; |
| 'Actual Phase 1 Launch' | shall have the meaning given in Part A of Schedule 6; |
| 'Actual Phase 2 Launch' | shall have the meaning given in Part A of Schedule 6; |

'Additional User'	a person (other than the relevant Casual User or Member) who is aged 14 years or over and is authorised by a Casual User or Member to use the London Cycle Hire Scheme;
'Affiliate'	in relation to a party, a company or statutory corporation which at the relevant time Controls that party, or is Controlled by that party or by a company which Controls that party;
'Agreement'	this agreement, including the clauses and schedules, and any documents referred to in them;
'Ambush Marketing'	any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any Games Body or the Games (including by reference to the city of London and the year 2012), which has not been authorised by LOCOG or any other Games Body;
'Background Use'	<p>one or more of the following uses:</p> <ul style="list-style-type: none"> <li data-bbox="792 1113 1433 1249">a) use of a factually accurate, historical reference to the Sponsor's role under this Agreement which does not imply a current association or endorsement;</li> <li data-bbox="792 1281 1433 1554">b) use for reasonable low key internal decoration of the Sponsor's head office premises so long as such decoration was in existence prior to the date of termination or expiry of this Agreement and is not of a level or presented in a manner which implies a current association or endorsement;</li> </ul>
'Business'	the provision of any retail and investment banking financial products, services and advice including: consumer lending (including without limitation unsecured, automotive, student loan and mortgage lending) and business lending and associated services (including without limitation mortgage, lending agency and trustee services); credit, debit and other consumer financial services; financially-related card services (including, without limitation, card acceptance services for business, card transaction processing, affinity and other consumer credit/debit card relationship

services and/or acting as an issuer/participant bank for credit card association cards); financial (securities and investment) asset management and wealth management services for businesses, individuals and institutional and retail customers (including, without limitation, hedge fund and mutual fund products and services); money transfer, money order and cheque cashing services; services relating to the operation and provision of automated teller machines; corporate advisory services relating to retail and investment banking; insurance services; together with the facilitation of any other financial transactions and arrangements (including restructuring services); in each case whether regulated or not, and including such other products, services and advice the Sponsor and its Affiliates engage in from time to time;

'Business Day'

a day on which banks are ordinarily open for business in the United Kingdom;

'Casual User'

a person who has registered to use the London Cycle Hire Scheme on a casual basis and is issued with a unique code on presentation of a valid credit or debit card each time they wish to undock and use an LCHS Bicycle;

'Charges'

the fees set out in Schedule 6 and any other charges due from the Sponsor pursuant to this Agreement;

'Control'

the ability to control a party, either directly or indirectly, by directing that the affairs of the party are conducted in accordance with the wishes or directions of another person, firm, company or other incorporated or unincorporated body, including by:

- (a) the exercise of a majority of votes attached to shares in a party;
- (b) virtue of any powers conferred by the articles of association of, or any other document or statute regulating the affairs of, a party;
- (c) appointing or removing a majority of the directors of a party; or
- (d) by powers conferred in any contract;

‘CS Infrastructure’	roads, signage and other dedicated infrastructure and equipment associated with Cycle Superhighways;
‘CS Logo’	the logo developed by TfL for use in connection with Cycle Superhighways, as shown in Part 3 of Schedule 2;
‘CS Name’	the name ‘Barclays Cycle Superhighways’;
‘CS Sponsorship Logo’	the logo set out in Part 1 of Schedule 2 which comprises: <ul style="list-style-type: none"> <li>(a) the CS Logo; and</li> <li>(b) the Sponsor Mark;</li> </ul> which logo is mutually approved by TTL and the Sponsor;
‘Cycle Superhighways’ or ‘CS’	the enhanced cycle routes into central London from outer London promoted by TfL under the name ‘Cycle Superhighways’;
‘Data Protection Legislation’	means 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;
‘Designated Account’	an account designated by TTL in writing to receive payment of the Charges as set out on the relevant invoice;
‘Dispute Resolution Procedure’	the procedure for resolving disputes set out in Clause 22;
‘Effective Date’	the date of this Agreement;
‘First Hire Date’	the date on which cycles are first made available for hire to the public through the London Cycle Hire Scheme;
‘Full CS Launch’	shall have the meaning given in Part A of Schedule 6;
‘Games’	the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London;
‘Games Body’	each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British

	Paralympic Association, LOCOG or any other organising committee of an Olympic and/or Paralympic Games;
'Games Event'	an event (whether a sporting event or not, and whether held in London or not) held as part of the Games;
'Games Venue'	a venue (including any public area) at, in or through which a Games Event is to be held or takes place and any official training venue of the Games, and includes any construction sites at which such venues are being constructed;
'Intellectual Property Rights'	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 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;
'LCHS Bicycles'	the bicycles associated with the London Cycle Hire Scheme;
'LCHS Keys'	the keys and any other access device issued to Members exclusively for the purpose of accessing LCHS Bicycles from docking points;
'LCHS Maintenance Staff'	on-street maintenance technicians working on behalf of TTL or the LCHS Operator in connection with the maintenance and distribution of LCHS Bicycles within the London Cycle Hire Scheme;
'LCHS Maintenance Vehicles'	the vehicles operated by the LCHS Operator on behalf of TTL and used in connection with the provision of maintenance and/or cycle distribution services for the London Cycle Hire Scheme;
'LCHS Name'	the name 'Barclays Cycle Hire';
'LCHS Operator'	the service provider engaged by TTL to develop, operate and maintain the London Cycle Hire Scheme, which at the date of this Agreement is Serco;



‘LCHS Roundel’	a Roundel in the Sponsor Colour developed by TTL for use in connection with the London Cycle Hire Scheme, as set out in Part 1 of Schedule 2;
‘LCHS Sponsorship Logo’	the logos set out in Part 1 of Schedule 2 which comprise: <ul style="list-style-type: none"> <li>(a) the LCHS Roundel;</li> <li>(b) the Sponsor Mark; and</li> <li>(c) the LCHS Name;</li> </ul> which logos are mutually approved by TTL and the Sponsor;
‘LCHS Street Furniture’	registration terminals, bicycle docking points and other dedicated infrastructure associated with the London Cycle Hire Scheme excluding, for the avoidance of doubt, LCHS Bicycles and LCHS Maintenance Vehicles;
‘LOCOG’	The London Organising Committee of the Olympic Games Limited of 1 Churchill Place, Canary Wharf, London E14 5LN with Company Number 05267819;
‘London Cycle Hire Scheme’ or ‘LCHS’	the cycle hire scheme comprising a fleet of bicycles, docking stations and supporting infrastructure intended to operate within London, as implemented by TTL and the LCHS Operator on behalf of TfL and including any and all phases of such scheme launched during the Term;
‘Member’	a person who has registered to use the London Cycle Hire Scheme by providing TTL with certain personal details and who is supplied with a key as a method of identification and undocking/docking a bicycle;
‘ODA’	the Olympic Delivery Authority;
‘Phase 1 Long Stop Date’	shall have the meaning given in Part A of Schedule 6;
‘Protected Olympic Marks’	any trade marks, trade names, logos or other Intellectual Property Rights of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the

words 'Olympic', 'Olympian', 'Olympiad', 'Paralympic', 'Paralympian', 'Paralympiad' (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the Games;

'Rights'

the naming rights and sponsorship rights (being branding rights, promotion rights and event/experience rights) for the London Cycle Hire Scheme (each as set out in Schedule 3) and the Cycle Superhighways (each as set out in Schedule 4) and the ancillary rights associated with the London Cycle Hire Scheme and Cycle Superhighways (as set out in Schedule 5);

'Roundel'

TfL's distinctive roundel shape mark set out in Part 3 of Schedule 2 (as depicted in United Kingdom trade mark registration No. 1321443 and Community Trade Mark registration No. 299206);

'Serco'

Serco Limited of Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire RG27 9UY;

'Sponsor Artwork'

artwork developed by the Sponsor and approved by TTL in accordance with the terms of this Agreement;

'Sponsor Colour'

the Sponsor's distinctive cyan colour (more specifically identified as 100% process cyan);

'Sponsor Direct Competitor'

(a) any organisation in competition with the Sponsor whose primary business is (i) that of the Business or (ii) is related to the Business; and/or (b) any division or brand of an organisation where the primary business of the division or brand is (i) that of the Business or (ii) related to the Business;

'Sponsor Intellectual Property Rights'

any Intellectual Property Rights owned or licensed by the Sponsor or any Affiliate of the Sponsor;

'Sponsor Marks'

the Sponsor's marks set out in Part 2 of Schedule 2 (as depicted in United Kingdom trade mark registration No. 2359892 and Community Trade Mark registration No. 55236);

'Sponsorship Logo'	the LCHS Sponsorship Logos or the CS Sponsorship Logo (as applicable) and 'Sponsorship Logos' shall mean both of them;
'Target CS Launch Date'	shall have the meaning given in Part A of Schedule 6;
'Target Phase 1 Launch Date'	shall have the meaning given in Part A of Schedule 6;
'Target Phase 2 Launch Date'	shall have the meaning given in Part A of Schedule 6;
'Term'	as set out in Clause 2.1;
'TTL Intellectual Property Rights'	any Intellectual Property Rights owned or licensed by TTL or any Affiliate of TTL;
'TTL Marks'	TTL's marks set out in Part 3 of Schedule 2;
'Year'	a period of 365 (or 366) days commencing on Actual Phase 1 Launch or any anniversary of Actual Phase 1 Launch.

1.2 In this Agreement:

1.2.1 unless otherwise stated, a reference to:

- (a) a clause or a paragraph is a reference to a clause of this Agreement or a paragraph of the relevant Schedule;
- (b) a Schedule or Annex is a reference to a schedule or annex to this Agreement;
- (c) a statute or statutory provision includes that statute or provision as amended, extended, re-enacted or consolidated from time to time and all statutory instruments or orders made under it;
- (d) a 'party' means TTL or the Sponsor and 'the parties' means both of them;
- (e) a 'third party' means a person other than the parties;
- (f) 'TTL' includes, unless the context otherwise requires, TfL;
- (g) 'this Agreement' means this agreement including the Schedules and Annexes to it, as varied from time to time in accordance with its terms;
- (h) a 'document' means anything in which information of any description is recorded; a 'copy', in relation to a document, means anything onto which information recorded in the document has been copied, by whatever means and whether directly or indirectly; and a 'record' includes an electronic record;

- (i) any document, logo, artwork or other materials being 'approved' or 'subject to approval' means that they have been approved or are subject to approval in writing in accordance with Clause 7;
  - 1.2.2 unless otherwise stated, 'writing' or any similar expression includes fax and e-mail;
  - 1.2.3 the word 'including' does not limit the generality of any words preceding it; and
  - 1.2.4 words denoting the singular include the plural and vice versa, words denoting one gender include the other, and words denoting persons include firms, corporations or other legal entities.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **2. TERM OF AGREEMENT**

- 2.1 This Agreement shall commence on the Effective Date and shall (subject to earlier termination in accordance with Clause 16) continue until the expiry of the period of five (5) Years from the date of Actual Phase 1 Launch ('Term') at which point it shall (subject to Clause 2.2) terminate automatically.
- 2.2 The parties may (subject to Clause 2.3) agree to renew this Agreement, such that the Sponsor may continue as the naming rights holder and sponsor of the London Cycle Hire Scheme and Cycle Superhighways after the expiry of the Term upon agreed terms. On or around the fourth (4th) anniversary of Actual Phase 1 Launch, the Sponsor shall contact TfL's Director of Strategy, Surface Transport to confirm whether the Sponsor wishes to renew this Agreement and, if requested by the Sponsor, TTL shall (subject to Clause 2.3) in good faith enter into exclusive negotiations with the Sponsor, for a period of six months from the date of such request to agree terms of the renewed sponsorship. If TTL and the Sponsor have not agreed terms by the expiry of this period, TTL may also, for the avoidance of doubt, negotiate with other potential sponsors (whether alongside or to the exclusion of the Sponsor) for the remainder of the Term.
- 2.3 The Sponsor acknowledges and agrees that TTL shall only be obliged to comply with Clause 2.2 to the extent that it is able to do so in compliance with applicable laws (including public procurement regulations). TTL shall advise the Sponsor where applicable laws impact on its ability to comply with Clause 2.2, including where any particular proposals of the Sponsor for a renewal (for example, as to the provision of value-in-kind) are responsible for such impact, promptly after becoming aware of such impact.
- 2.4 TTL shall with effect from the expiration of the Term or earlier termination of this Agreement in accordance with Clause 16 be free to deliver the Rights to any third party.
- 2.5 For the purposes of this Clause 2, all written notices must be delivered by post or courier.

### 3. RIGHTS

3.1 On the terms and subject to the conditions of this Agreement, TTL grants to the Sponsor the Rights from the Effective Date for the Term for exercise by the Sponsor (and its Affiliates) in connection with the worldwide promotion of the Business. Such Rights shall be exclusive to the extent set out in Schedules 3 and 4.

3.2 The Sponsor shall abide by any reasonable restrictions or embargoes on the promotion or use of any or all of the Rights required by TTL prior to Actual Phase 1 Launch or Actual CS Launch (as applicable). However, TTL shall use reasonable endeavours to allow the Sponsor to exercise the Rights as soon as reasonably practicable following the Effective Date.

3.3 In addition to the Rights, TTL shall grant such new benefits and opportunities to the Sponsor as arise in relation to the London Cycle Hire Scheme or Cycle Superhighways and are agreed between the parties in a variation to this Agreement in accordance with Clause 18.4. If agreed between the parties in writing, the Rights may be extended to include cycling activity and properties additional to the London Cycle Hire Scheme and Cycle Superhighways and conducted or owned by TTL, subject to the payment by the Sponsor of such additional fees as are agreed between the parties in writing.

3.4 TTL acknowledges that the Sponsor wishes to be heavily involved in any TfL cycling initiative, scheme or promotion (including those relating to cycling or cycling in London generally and not connected to the London Cycle Hire Scheme or Cycle Superhighways) (a 'TfL Cycling Initiative'). Therefore:

3.4.1 Where TTL proposes to offer sponsorship or naming rights in connection with any TfL Cycling Initiative, TTL shall offer such rights to the Sponsor before offering them to any third party. If, following a reasonable opportunity to consider and discuss for a reasonable period with TTL, the Sponsor does not wish to acquire such rights, or TTL is not satisfied (in its sole discretion) with the Sponsor's proposal(s) for the acquisition of such rights, TTL may offer the rights to name or sponsor such TfL Cycling Initiative to a third party (provided that such third party is not a Sponsor Direct Competitor); and

3.4.2 Where TTL is considering any TfL Cycling Initiative, TfL shall notify the Sponsor of its plans and shall (if the TfL Cycling Initiative is suitable for third party participation) offer the Sponsor the right to participate in such TfL Cycling Initiative (the Sponsor acknowledges and agrees that other third parties may participate in TfL Cycling Initiatives and TTL agrees that such third parties may not be a Sponsor Direct Competitor).

The parties acknowledge and agree that for the purpose of Clause 3.4.1 a "reasonable period" to consider and discuss any TfL Cycling Initiative will be determined by the nature of the TfL Cycling Initiative being considered and any deadlines to which TfL is subject (including any deadlines resulting from requirements of the Mayor of London).

3.5 The Sponsor acknowledges and agrees that TTL shall only be obliged to comply with Clause 3.4 to the extent that it is able to do so in compliance with applicable laws (including public procurement regulations). TTL shall advise the Sponsor where applicable laws impact on its ability to comply with Clause 3.4, including where any particular proposals of the Sponsor (for example, as to the provision of value-

in-kind) are responsible for such impact, promptly after becoming aware of such impact.

- 3.6 All rights and opportunities not expressly granted or provided to the Sponsor by TTL under this Agreement are reserved by TTL and may be exploited by TTL in its absolute discretion. The Sponsor acknowledges and agrees that, unless expressly stated otherwise in this Agreement, nothing shall operate to constrain or restrict TTL's discretion as a public transport provider to make operational decisions in respect of the London Cycle Hire Scheme and Cycle Superhighways.
- 3.7 In the event that TTL becomes aware that it cannot deliver any Rights to the Sponsor as a result of a change in applicable laws (for the avoidance of doubt a regulation or order having the force of law introduced after the date of signature of this Agreement is a change in applicable laws), TTL shall suggest substitute alternative rights for the Rights which it is unable to deliver. If the Sponsor does not approve of such alternative rights (such approval not to unreasonably withheld or delayed) the Sponsor shall be entitled to a proportionate reduction in the value of the Charges. The parties shall endeavour to agree such reduction but where the parties are unable to agree within 30 days of the Sponsor notifying TTL of its request for a reduction, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

#### 4. EXCLUSIVITY

4.1 Subject to Clause 4.2, TTL shall not:

- 4.1.1 grant (or by act or omission allow the grant of) rights to name or sponsor:
- (a) the London Cycle Hire Scheme to any third party;
  - (b) the Cycle Superhighways to any third party; or
  - (c) any TTL cycling initiative, scheme or promotion to any Sponsor Direct Competitor;
- 4.1.2 establish (or authorise the establishment on its behalf of) a cycle hire scheme within Greater London, which is similar to or competing with the London Cycle Hire Scheme;
- 4.1.3 authorise (or by act or omission allow the LCHS Scheme Operator to authorise) any third party branding or advertising on:
- (a) any printed information leaflets and other supporting information exclusively for the London Cycle Hire Scheme and the Cycle Superhighways (unless part of a joint promotion approved by the Sponsor in accordance with Clause 6.1.8);
  - (b) the specific pages of the TTL website exclusively for the London Cycle Hire Scheme and the Cycle Superhighways (unless part of a joint promotion approved by the Sponsor in accordance with Clause 6.1.8);
  - (c) LCHS Keys;
  - (d) LCHS Bicycles;

- (e) LCHS Street Furniture;
- (f) LCHS Maintenance Vehicles;
- (g) uniforms of LCHS Maintenance Staff; or
- (h) roads and signage included within the CS Infrastructure and, unless approved by the Sponsor (such approval not to be unreasonably withheld, delayed or conditioned), other CS Infrastructure.

4.2 Nothing in this Agreement shall prevent:

- 4.2.1 TTL from continuing or renewing its involvement in the current arrangements made between the Greater London Authority and Sky (or any replacement arrangements made by the Greater London Authority with any replacement sponsor) in respect of the initiative currently marketed under the name 'Skyride';
- 4.2.2 (subject to the requirements of Clause 3.4), TTL from exercising or granting any third party (other than a Sponsor Direct Competitor) rights in respect of cycling or cycling in London generally other than the London Cycle Hire Scheme and Cycle Superhighways;
- 4.2.3 the appointment by TfL of one or more 'official media partners' to assist in promoting the London Cycle Hire Scheme and/or Cycle Superhighways provided that no such 'official media partner' is a Sponsor Direct Competitor;
- 4.2.4 the LCHS Operator from issuing any press release or other publication detailing its role in the provision of the London Cycle Hire Scheme (which, if it refers to the LCHS Name or contains any Sponsor Intellectual Property Rights, shall be in a form approved by the Sponsor under Clause 7);
- 4.2.5 any third party provider contracted to provide services in respect of Cycle Superhighways from issuing any press release or other publication detailing its role in the provision of Cycle Superhighways in a form approved by the parties (which, if it refers to the CS Name or contains any Sponsor Intellectual Property Rights, shall be in a form approved by the Sponsor under Clause 7);
- 4.2.6 subject to Clause 4.3, the inclusion on items listed in Clause 4.1.3 (a) to (h) of safety notices, disclaimers or notices regarding intellectual property ownership or licensors, suppliers' and/or manufacturers' names or brands where these are a condition of licensing intellectual property for inclusion in such materials.

4.3 TTL shall not include the names or brands of any Sponsor Direct Competitor on items listed in Clause 4.1.3 (a) to (h). Nothing in this Clause 4.3 or (without prejudice to Clause 3.4.2) elsewhere in this Agreement, shall prevent TTL from procuring third party products or services on a white-labelled basis.

**5. OBLIGATIONS OF THE SPONSOR**

5.1 The Sponsor shall:

- 5.1.1 supply at its own cost and to the extent agreed between the parties, designs and artwork (including designs and artwork for inclusion in the Sponsorship Logos) within such print deadlines as are agreed by the parties and are necessary to enable the delivery of the Rights in accordance with this Agreement (any delay by the Sponsor in complying with its obligations under this Clause 5.1.1 shall extend any deadline for delivery of subsequent tasks by TTL that are dependent on the Sponsor's response by a reasonable period to take account of the Sponsor's delay);
- 5.1.2 not use or authorise the use of any of the Rights, or any TTL Intellectual Property Rights, in a manner contrary to the terms and conditions of this Agreement;
- 5.1.3 comply with the approvals process in Clause 7;
- 5.1.4 not (and procure that its employees, agents and contractors do not) do anything which has or may have the effect of bringing TTL, TTL's Affiliates, TTL Intellectual Property Rights, the London Cycle Hire Scheme or Cycle Superhighways into disrepute (and a breach of this Clause 5.1.4 shall not be capable of remedy for the purposes of Clause 16.1);
- 5.1.5 liaise with TTL, TTL's agents and the LCHS Operator, in accordance with and otherwise comply with the governance provisions set out at Schedule 1;
- 5.1.6 ensure that all marketing and promotional materials used or issued by the Sponsor in connection with the exploitation of the Rights and all advertising, merchandising and marketing activities undertaken by the Sponsor in connection with such exploitation comply with all applicable laws, regulations and self-regulatory codes including, without limitation, all laws, rules and regulations relating to truth in advertising and fair trade practices and the Committee for Advertising Practice's broadcast and non-broadcast codes;
- 5.1.7 not, without the prior approval of TTL (which approval is not to be unreasonably withheld, delayed or conditioned), engage in any joint promotional activity to exploit the Rights, or otherwise exploit any of the Rights, with or in connection with any third party (other than an Affiliate) or the products or services of any third party; and
- 5.1.8 not develop, and shall not use in its exercise of the Rights, any logo or device (other than the relevant Sponsorship Logo), which is specific to the London Cycle Hire Scheme or Cycle Superhighways or which is (in TTL's reasonable opinion) likely to undermine the association in the minds of the public of the Sponsorship Logos, the CS Logo and/or the LCHS Roundel with the London Cycle Hire Scheme or Cycle Superhighways (as applicable), without TTL's prior written approval (which may be withheld in TTL's absolute discretion).

## 6. OBLIGATIONS OF TTL

- 6.1 TTL shall:



- 6.1.1 supply at its own cost and to the extent agreed between the parties, designs and artwork (including designs and artwork for inclusion in the Sponsorship Logos) within such print deadlines as are agreed by the parties and are necessary to enable the delivery of the Rights in accordance with this Agreement (any delay by TTL in complying with its obligations under this Clause 6.1.1 shall extend any deadline for delivery of subsequent tasks by the Sponsor that are dependent on TTL's response by a reasonable period to take account of TTL's delay);
- 6.1.2 deliver (or procure the delivery of) the Rights in accordance with the terms and conditions of this Agreement;
- 6.1.3 comply with the approvals process in Clause 7;
- 6.1.4 not use or authorise the use of any Sponsor Intellectual Property Rights, in a manner contrary to the terms and conditions of this Agreement;
- 6.1.5 not (and procure that its employees, agents and contractors do not) do anything which has or may have the effect of bringing the Sponsor, the Sponsor's Affiliates or the Sponsor Intellectual Property Rights into disrepute (and a breach of this Clause 6.1.5 shall not be capable of remedy for the purposes of Clause 16.1);
- 6.1.6 liaise with the Sponsor and the Sponsor's agents in accordance with and otherwise comply with the governance provisions set out at Schedule 1;
- 6.1.7 ensure that all marketing and promotional materials used or issued by TfL in connection with the promotion of the London Cycle Hire Scheme and the Cycle Superhighways and all advertising, merchandising and marketing activities undertaken by TfL in connection with the London Cycle Hire Scheme and the Cycle Superhighways comply with all applicable laws, regulations and self-regulatory codes including, without limitation, all laws, rules and regulations relating to truth in advertising and fair trade practices and the Committee for Advertising Practice's broadcast and non-broadcast codes;
- 6.1.8 not, without the prior approval of the Sponsor (which approval is not to be unreasonably withheld, delayed or conditioned), engage in any joint promotional activity in connection with the London Cycle Hire Scheme and the Cycle Superhighways with or in connection with any third party (other than an Affiliate) or the products or services of any third party;
- 6.1.9 obtain all necessary planning permissions and have necessary consents in place for all signage and infrastructure relating to the London Cycle Hire Scheme and the Cycle Superhighways prior to installation;
- 6.1.10 ensure that the London Cycle Hire Scheme, the LCHS Street Furniture and all LCHS Bicycles will comply with all relevant health and safety regulations and consumer protection laws;
- 6.1.11 ensure that the LCHS Bicycles, the LCHS Maintenance Vehicles and the LCHS Street Furniture will be maintained by the LCHS Operator with the skill and care of a competent and experienced provider of a bicycle hire scheme of a similar size and scope to the London Cycle Hire Scheme;

- 6.1.12 use reasonable endeavours to assist the Sponsor in identifying opportunities and partners to help the Sponsor promote cycling and cycling related activities in London;
  - 6.1.13 not develop, and shall not use, any logo or device (other than the relevant Sponsorship Logo, the Cycle Superhighways Logo and the LCHS Roundel), which is specific to the London Cycle Hire Scheme or Cycle Superhighways or which is (in the Sponsor's reasonable opinion) likely to undermine the association in the minds of the public of the Sponsorship Logos, the CS Logo and/or the LCHS Roundel with the London Cycle Hire Scheme or Cycle Superhighways (as applicable), without the Sponsor's prior written approval (which may be withheld in the Sponsor's absolute discretion);
  - 6.1.14 procure TfL's performance where necessary for the performance by TTL of its obligations under this Agreement; and
  - 6.1.15 notify the Sponsor in advance of any change of the LCHS Operator.
- 6.2 TTL shall procure (at its cost):
- 6.2.1 the initial production, implementation and maintenance to a reasonable standard of the materials containing the LCHS Sponsorship Logo to be affixed to LCHS Bicycles, the LCHS Maintenance Vehicles and the uniforms of LCHS Maintenance Staff;
  - 6.2.2 the initial production and implementation of the materials containing the LCHS Sponsorship Logo to be affixed to LCHS Keys; and
  - 6.2.3 the initial production, implementation and maintenance to a reasonable standard of the materials containing the CS Logo to be affixed to CS Infrastructure.
- 6.3 TTL shall use reasonable endeavours to:
- 6.3.1 implement phase 1 of the London Cycle Hire Scheme in the form described in Schedule 7 by 31 July 2010;
  - 6.3.2 (subject to Clause 6.4 and subject to TTL obtaining the necessary funding, consents and authorities) implement phase 2 of the London Cycle Hire Scheme in the form described in Schedule 7 by 30 April 2012;
  - 6.3.3 implement Cycle Superhighways Nos. 3 and 7 in the form described in Schedule 8 by 31 July 2010; and
  - 6.3.4 (subject to TTL obtaining the necessary funding, consents and authorities) implement the remaining Cycle Superhighways (other than Nos. 3 and 7) in the form described in Schedule 8 by 31 January 2015.
- 6.4 In the event that the Sponsor notifies TTL that the geographical areas covered or proposed to be covered by extension of the London Cycle Hire Scheme through phase 2 and/or (if applicable) later phases include premises at which a significant number of Sponsor staff are located, then TTL will consult with the Sponsor regarding the location of registration terminals and docking stations within such geographical areas. However, the extension of the London Cycle Hire Scheme

beyond phase 1, the location of any such new geographical areas and the final decision as to the location of registration terminals and docking stations shall, subject to TTL's statutory duties as a provider of a public transportation system for London, be at the sole discretion of TTL.

6.5 The Sponsor acknowledges that TTL has sub-contracted the operation of the London Cycle Hire Scheme to the LCHS Operator. Therefore, TTL shall procure that the LCHS Operator shall:

6.5.1 deliver the London Cycle Hire Scheme;

6.5.2 sign up to the Sponsor's corporate brand guidelines available at <http://www.barclaysgroupbrands.com>;

6.5.3 (if new LCHS Sponsorship Logos have been agreed between the parties and subject to Clause 7.4) re-brand the LCHS Bicycles and the LCHS Maintenance Vehicles as part of its gradual refresh (which shall be no more than once a Year).

6.6 The Sponsor acknowledges that the performance metrics of the LCHS Operator set out in paragraph 6 of Schedule 6, Part C are subject to ongoing review by TTL in its relationship with the LCHS Operator. TTL shall discuss with the Sponsor prior to agreeing any new performance metrics with the LCHS Operator and give due consideration (subject to TfL's statutory functions) to any concerns the Sponsor may have when agreeing any new performance metrics with the LCHS Operator. In particular, TTL shall ensure that any new performance metrics continue to encourage the LCHS Operator to perform with the skill and care of a competent and experienced provider of a bicycle hire scheme of a similar size and scope to the London Cycle Hire Scheme.

## 7. APPROVALS

7.1 Subject to Clause 7.4, neither party shall have the right to change the LCHS Name, the CS Name or any Sponsorship Logos during the Term without the other party's prior written approval (which may be withheld in their discretion).

7.2 Prior to the First Hire Date, TTL shall provide the Sponsor with a physical sample of the LCHS Bicycle so that it may approve the use of the Sponsor's branding on such LCHS Bicycle (such approval not to be unreasonably withheld, delayed or conditioned) and an opportunity to inspect and comment on the LCHS Street Furniture.

7.3 Prior to the CS Launch Date, TTL shall provide the Sponsor with an opportunity to inspect and comment on the CS Infrastructure signage.

7.4 The Sponsor shall be entitled to propose changes to the Sponsor Artwork for use on the LCHS Bicycles and the LCHS Maintenance Vehicles once in each Year (or as otherwise agreed between the parties) and TTL shall not unreasonably withhold or delay its consent to such changes. TTL shall bear the cost of implementing such changes, as part of a gradual refresh, a maximum of once in each Year (other than any wrapping or re-spraying of LCHS Maintenance Vehicles agreed between the parties under this Clause 7, which shall be at the Sponsor's cost). In the event that TTL agrees to other or additional changes, or changes other than as part of a

gradual refresh, the implementation of such changes shall be at the cost of the Sponsor.

- 7.5 Where appropriate, TTL shall provide the Sponsor with reasonable access to images and artwork owned by it and relating to the London Cycle Hire Scheme and/or Cycle Superhighways to assist the Sponsor in promoting and leveraging the Sponsor's naming and sponsorship of the London Cycle Hire Scheme and Cycle Superhighways under this Agreement. The Sponsor shall use images and artwork provided under this Clause 7.5 for the sole purpose of promotion and leverage of its naming and sponsorship of the London Cycle Hire Scheme and Cycle Superhighways under this Agreement. The Sponsor shall abide by such conditions on the use of such images and artwork as TTL may reasonably require.
- 7.6 All representations of a Sponsorship Logo and all marketing concepts, marketing materials, promotional activity concepts, promotional materials, designations and straplines (other than those which have already been approved in this Agreement) to be used by or on behalf of the Sponsor or its Affiliates in connection with the London Cycle Hire Scheme or Cycle Superhighways shall (subject to Schedule 1, paragraph 7) be subject to the prior written approval of TTL in accordance with the approvals process set out in Clause 7.10.
- 7.7 Where appropriate, the Sponsor shall provide reasonable access to images and artwork owned by it and relating to its naming and sponsorship of the London Cycle Hire Scheme and Cycle Superhighways. TTL shall use images and artwork provided under this Clause 7.7 for the sole purpose of promotion of the London Cycle Hire Scheme and Cycle Superhighways under this Agreement. TTL shall abide by such conditions on the use of such images and artwork as the Sponsor may reasonably require.
- 7.8 All representations of a Sponsorship Logo and all marketing concepts, marketing materials, promotional activity concepts, promotional materials, designations and straplines (other than those which have already been approved in this Agreement) to be used by or on behalf of TTL, the LCHS Operator, or their Affiliates, in connection with the London Cycle Hire Scheme or Cycle Superhighways shall (subject to Schedule 1, paragraph 7) be subject to the prior written approval of the Sponsor in accordance with the approvals process set out in Clause 7.10.
- 7.9 The parties acknowledge and agree that the parties' intention is to use the Sponsorship Logos where possible on all marketing and promotional materials relating to the London Cycle Hire Scheme or the Cycle Superhighways, such use and any exceptions to be approved in accordance with this Clause 7.
- 7.10 The Sponsor or TTL (as the case may be) (the 'Submitting Party') shall submit to the other party the sample representations, marketing concepts, marketing materials, promotional activity concepts, promotional materials, designations or straplines ('Approval Materials') for approval in accordance with this Clause 7 in good time before any anticipated use. The Approval Materials shall be submitted to the contacts for such set out in Part 1 of Schedule 1 (the 'Receiving Party') and the following procedure shall apply:
- 7.10.1 the Receiving Party shall respond to the Submitting Party within five (5) Business Days of receipt of the Approval Materials with confirmation of its approval (which unless otherwise stated in this Agreement shall not be unreasonably withheld, delayed or conditioned) or otherwise;

- 7.10.2 if no approval is given, the Receiving Party shall give reasons for withholding approval and shall suggest reasonable amendments to the Approval Materials which (if implemented) would achieve approval;
  - 7.10.3 if amendments were required by the Receiving Party, the Submitting Party may incorporate such amendments and re-submit the Approval Materials, in which case the Receiving Party shall respond to the Submitting Party within five (5) Business Days of receipt of the revised Materials with confirmation of its approval or otherwise (and if following re-submission the Receiving Party notifies the Submitting Party of its rejection of the re-submitted Approval Materials, the Submitting Party may withdraw the Approval Materials or invoke the dispute resolution process in Clause 22);
  - 7.10.4 if the Receiving Party does not respond to the Submitting Party with respect to any sample within the timetable set out above, the Approval Materials shall be deemed approved.
- 7.11 The Submitting Party shall ensure that all representations of a Sponsorship Logo, marketing concepts, marketing materials, promotional activity concepts, promotional materials, designations or straplines put into action shall conform in all material respects with the Approval Materials approved by the Receiving Party.
  - 7.12 As part of the approval process under this Clause 7, the Sponsor may request or agree that Approval Materials should not make use of the name 'Barclays' (as part of the LCHS Name and/or the CS Name or otherwise) or the Sponsorship Logos in which event, notwithstanding the Rights or any other clause of this Agreement, TTL shall be free to make use of such Approval Materials, amended to remove the name 'Barclays' and the Sponsorship Logos.
  - 7.13 The Sponsor acknowledges that neither TfL nor TTL has any registered rights in the Roundel outside of the European Union. The Sponsor shall therefore make no use of the Sponsorship Logo including the Roundel outside of the European Union without TfL's prior written approval of such use, including the precise nature of such use and the applicable jurisdiction(s), under this Clause 7 (which approval may be withheld in TfL's absolute discretion). Where the Sponsor is unable to use the Sponsorship Logo, it shall be free to instead use the LCHS Name as appropriate and as approved by TfL under this Clause 7 (which approval may require the use of reasonable wording confirming TfL's involvement in the London Cycle Hire Scheme).

## 8. PAYMENT

- 8.1 In consideration of the grant of the Rights and other rights granted to the Sponsor under this Agreement, the Sponsor shall pay the Charges into the Designated Account in accordance with this Clause 8 and Schedule 6.
- 8.2 TTL shall provide the Sponsor with a valid VAT invoice for the Charges in accordance with the invoicing timetable set out in Schedule 6.
- 8.3 In the event that the Rights are extended in accordance with Clause 3.3, the parties shall agree in writing the impact on the Charges.

- 8.4 TTL shall be entitled to issue an invoice in respect of any other charges, payable by the Sponsor under this Agreement in addition to the payments set out in Schedule 6 and/or (unless agreed otherwise between the parties in writing) any revised Charges agreed in accordance with Clause 8.3, at the end of the month to which such charges relate.
- 8.5 The Charges are exclusive of VAT which shall be payable by the Sponsor in addition at the same time as payment of the Charges to which such VAT relates.
- 8.6 (Unless otherwise stated in Schedule 6) the Sponsor shall pay the applicable Charges into the Designated Account within 30 days of receipt of a valid VAT invoice under Clause 8.2.
- 8.7 If the Sponsor fails to make any payment under this Agreement on the due date for such payment then, interest shall be payable on the unpaid amount at the rate of 2% per annum above the then current base rate of HSBC plc from the due date for payment until payment is received in full.
- 8.8 For the avoidance of doubt:
- 8.8.1 images and artwork provided under Clauses 7.5 and 7.7 shall (unless otherwise agreed between the parties acting reasonably) be provided free of charge;
  - 8.8.2 the Sponsor shall be responsible for all costs incurred in activating the Rights, with the exception of:
    - (a) costs which are the responsibility of TTL under Clauses 6.2 or 7.4;
    - (b) TTL and TfL's costs incurred in producing and distributing TfL marketing materials and staging or participating in events relating to the London Cycle Hire Scheme or Cycle Superhighways.

## 9. TFL INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in this Agreement shall transfer any TTL Intellectual Property Rights to the Sponsor or its Affiliates.
- 9.2 The Intellectual Property Rights in the name "Cycle Superhighways", together with all goodwill attaching to, and the exclusive right to obtain worldwide protection for, the name "Cycle Superhighways" shall at all times belong exclusively to TTL.
- 9.3 TTL may (but is not obliged to) at its own cost take action in relation to any threatened or actual infringement of the TTL Intellectual Property Rights (including to the extent that the actual or threatened infringement is of the elements of the Sponsorship Logos which comprise the TTL Marks or the name "Cycle Superhighways"). TTL shall promptly notify the Sponsor of any threatened or actual infringement of the Sponsorship Logos or claim or allegation that the Sponsorship Logos may infringe (or, to the extent that it may affect the Sponsorship Logos, any threatened or actual infringement of the TTL Marks or the name "Cycle Superhighways" or claim or allegation that the TTL Marks or the name "Cycle Superhighways" may infringe) and shall, if requested by the Sponsor, meet with the

Sponsor to discuss the action each party proposes to take in respect of such infringement, claim or allegation.

- 9.4 The copyright, trade mark rights and all other forms of Intellectual Property Right in respect of the TTL Marks and the name "Cycle Superhighways" (together with any development or variations to and any artwork, designs or drawings relating to them or any previous or rejected design), together with any logo, trademark, service mark, trade name or identification that is incorporated into any portion of the TTL Marks or any other trade mark of TTL, together with all goodwill attaching thereto and the exclusive right to obtain worldwide protection for the TTL Marks and any other such logo, trademark, service mark, trade name or identification shall at all times belong exclusively to TTL.
- 9.5 TTL shall grant to the Sponsor:
- 9.5.1 a non-exclusive, royalty free licence for the Term, with no right to sub-licence other than in accordance with Clause 9.5.2 and subject to TTL's brand guidelines entitled 'Advertising and public service standard', 'Colour standard', 'Stationery standard' and 'TfL editorial style guide' available at <http://www.tfl.gov.uk/corporate/media/12523.aspx#tfl> to use the TTL Marks and the name "Cycle Superhighways" only for the purpose of creating the Sponsorship Logos and using the Sponsorship Logos and the CS Name to promote its naming and sponsorship of the London Cycle Hire Scheme and the Cycle Superhighways and otherwise exercise the Rights in accordance with this Agreement; and
- 9.5.2 in relation to the licence granted under Clause 9.5.1 the right to grant sub-licences to third parties only to the extent necessary to enable the Sponsor to exercise the Rights in accordance with this Agreement, on condition that the Sponsor remains responsible for any breach of this Agreement by the relevant sub-licensee.
- 9.6 The design of the Sponsorship Logos (including the inclusion of TTL Marks) as set out in Part 1 of Schedule 2 has been agreed by TTL.
- 9.7 TTL shall not register or seek to register as a trade mark or a domain name (as applicable):
- 9.7.1 the Sponsorship Logos (save for any elements of such Sponsorship Logos comprising the TTL Marks);
- 9.7.2 the Sponsor Marks (including the elements of the Sponsorship Logos comprising the Sponsor Marks) or anything confusingly similar to them.
- 9.8 The Sponsor shall not at any time do, or permit to be done, any act or thing which in any way may impair the rights of TTL in the TTL Marks or the name "Cycle Superhighways" or invalidates the registration of any of them (if registered), and in particular the Sponsor shall not represent that it has any title in, or right of ownership to, any Sponsorship Logos (save for the part of any Sponsorship Logos comprising the Sponsor Marks).
- 9.9 On termination or expiry of this Agreement for whatever reason, the licence granted under Clause 9.5 shall terminate and the Sponsor shall have no right to use the TTL Marks, the name "Cycle Superhighways" or the Sponsorship Logos (save for any element of the Sponsorship Logos comprising the Sponsor Marks).

9.10 TTL agrees that, following termination or expiry of this Agreement, the Sponsor may, notwithstanding Clause 9.9, continue to use the Sponsorship Logos (including the TTL Marks to the extent that they are incorporated into such Sponsorship Logos) (as applicable) and the CS Name solely to the extent necessary for (and permitted by) Background Use. Such right shall not include any rights to sub-license the use of the Sponsorship Logos.

## 10. SPONSOR INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in this Agreement shall transfer any Sponsor Intellectual Property Rights to TTL, its Affiliates or the LCHS Operator.

10.2 The Intellectual Property Rights in the LCHS Name, together with all goodwill attaching to, and the exclusive right to obtain worldwide protection for, the LCHS Name shall at all times belong exclusively to the Sponsor.

10.3 The Sponsor may (but is not obliged to) at its own cost take action in relation to any threatened or actual infringement of the Sponsor Intellectual Property Rights (including to the extent that the actual or threatened infringement is of the elements of the Sponsorship Logos or LCHS Name which comprise any Sponsor Marks). The Sponsor shall promptly notify TTL of any threatened or actual infringement of the Sponsorship Logos or LCHS Name or claim or allegation that the Sponsorship Logos or LCHS Name may infringe (or, to the extent that it may affect the Sponsorship Logos or LCHS Name, any threatened or actual infringement of the Sponsor Marks or claim or allegation that the Sponsor Marks may infringe) and shall, if requested by TTL, meet with TTL to discuss the action each party proposes to take in respect of such infringement, claim or allegation.

10.4 The copyright, trade mark rights and all other forms of Intellectual Property Right in respect of the Sponsor Marks and the LCHS Name (together with any development or variations to and any artwork, designs or drawings relating to them or any previous or rejected design), together with any logo, trademark, service mark, trade name or identification that is incorporated into any portion of the Sponsor Marks or any other trade mark of the Sponsor, together with all goodwill attaching thereto and the exclusive right to obtain worldwide protection for the Sponsor Marks and any other such logo, trademark, service mark, trade name or identification shall at all times belong exclusively to the Sponsor.

10.5 The Sponsor shall grant to TTL:

10.5.1 a non-exclusive, royalty-free licence for the Term (and such run-off period as applies in accordance with Clause 17), with no right to sub-licence other than in accordance with Clause 10.5.2, to use the Sponsor Marks and the LCHS Name subject to the Sponsor's corporate guidelines available at <http://www.barclaysgroupbrands.com> and only for the purpose of creating the Sponsorship Logos and using the Sponsorship Logos for the promotion and operation of the London Cycle Hire Scheme and the Cycle Superhighways in accordance with this Agreement;

10.5.2 in relation to the licence granted under Clause 10.5.1, the right to grant sub-licences to third parties (including the LCHS Operator) only where necessary to enable TTL to deliver the Rights under, and to operate and promote the London Cycle Hire Scheme and the Cycle Superhighways as contemplated by, this Agreement, on condition that TTL remains



responsible for any breach of this Agreement by the relevant sub-licensee.

- 10.6 The design of the Sponsorship Logos (including the inclusion of Sponsor Marks) as set out in Part 1 of Schedule 2 has been agreed by the Sponsor.
- 10.7 Subject to Clause 10.8, Sponsor shall not register or seek to register as a trade mark or a domain name (as applicable):
- 10.7.1 the CS Name;
- 10.7.2 the Sponsorship Logos (save for any elements of such Sponsorship Logos comprising the Sponsor Marks);
- 10.7.3 the TTL Marks (including the elements of the Sponsorship Logos comprising the TTL Marks) or the name "Cycle Superhighways" or anything confusingly similar to them.
- 10.8 The parties, acting reasonably, shall agree the arrangements for registration of domain names incorporating the LCHS Name and the CS Name (or appropriate misspellings) in accordance with Clause 7, as soon as reasonably practicable following the Effective Date. Such domain names shall, once registered, serve (unless otherwise agreed in accordance with Clause 7) only as an automatic redirect to <http://www.tfl.gov.uk/BarclaysCycleHire> or <http://www.tfl.gov.uk/BarclaysCycleSuperhighways> (as applicable). Neither party shall (without approval in accordance with Clause 7) otherwise register or seek to register as a domain name the LCHS Name or anything confusing similar.
- 10.9 TTL shall not at any time do, or permit to be done, any act or thing which in any way may impair the rights of the Sponsor in the Sponsor Marks or the LCHS Name or invalidates the registration of any of them (if registered), and in particular TTL shall not represent that it has any title in, or right of ownership to, any Sponsorship Logos (save for the part of any Sponsorship Logos comprising the TTL Marks) or the LCHS Name.
- 10.10 On the termination or expiry of this Agreement, the licence granted under Clause 10.5 shall (subject to the run-off arrangements in Clause 17) terminate and TTL shall have no right to use the Sponsor Marks, the Sponsorship Logos (save for any element of the Sponsorship Logos comprising TTL Marks) or the LCHS Name (excluding, for the avoidance of doubt, any element of such LCHS Name which is generic or descriptive, including the words "cycle hire" and "cycle hire scheme") or the element of the CS Name comprising the name Barclays.
- 10.11 The Sponsor agrees that, following termination or expiry of this Agreement, TTL may continue to use the LCHS Name and/or the Sponsorship Logos (including the Sponsor Marks to the extent that they are incorporated into such Sponsorship Logos) (as applicable) solely to the extent necessary for Background Use. Such right shall not include any rights to sub-license the use of the Sponsorship Logos.
- 10.12 Subject to Clause 10.13, following termination or expiry of this Agreement, the Sponsor shall not use or grant to any third party the right to use the LCHS Name or anything confusingly similar for any purpose within Greater London for the period of two (2) years.

10.13 If following termination or expiry of this Agreement TfL no longer operates a cycle hire scheme within Greater London, the Sponsor may use or grant to a third party the right to use the LCHS Name subject to the Sponsor making it clear to the public and relevant third parties that any scheme operated under the LCHS Name is not associated with TfL.

## 11. WARRANTIES AND INDEMNITIES

11.1 TTL warrants, represents and undertakes to the Sponsor that:

- 11.1.1 it has full authority to enter into this Agreement;
- 11.1.2 it is entitled to grant the Rights granted under this Agreement to the Sponsor and is able to confer the full benefit of the Rights granted under this Agreement on the Sponsor;
- 11.1.3 it has not entered into any agreement with a third party which is inconsistent with the terms of this Agreement;
- 11.1.4 in performing its obligations under this Agreement TTL will comply, and will ensure TfL complies, and ensure TTL's and TfL's sub-contractors (including the LCHS Operator) comply with all applicable laws;
- 11.1.5 it will deliver the Rights in accordance with the provisions of this Agreement and in a manner which is substantially consistent with the good name, goodwill, reputation and image of the Sponsor;
- 11.1.6 it shall take all such steps as are practicable in using all reasonable endeavours to procure that its directors, executives and other senior employees and the directors, executives and other senior employees of its Affiliates and the LCHS Operator neither make any defamatory or derogatory statements about the Sponsor or any Affiliate of the Sponsor nor deliver the Rights in any manner which is derogatory to or is detrimental to the reputation of any of the foregoing.

11.2 The Sponsor warrants and undertakes to TTL that:

- 11.2.1 it has full authority to enter into this Agreement;
- 11.2.2 it is entitled to grant the rights granted under this Agreement to TTL and is able to confer the full benefit of the rights granted to TTL under this Agreement on TTL;
- 11.2.3 it has not entered into any agreement with a third party which is inconsistent with the terms of this Agreement;
- 11.2.4 it will exercise the Rights in accordance with the provisions of this Agreement and in a manner which is substantially consistent with the good name, goodwill, reputation and image of TTL and TfL;
- 11.2.5 it shall take all such steps as are practicable in using all reasonable endeavours to procure that its directors, executives and other senior employees and the directors, executives and other senior employees of its Affiliates neither make any defamatory or derogatory statements about TTL, any Affiliate of TTL or the LCHS Operator nor use the Rights in

any manner which is derogatory to or is detrimental to the reputation of any of the foregoing; and

- 11.2.6 in performing its obligations and exploiting the Rights granted under this Agreement it will comply with all applicable laws.
- 11.3 The Sponsor shall indemnify and keep indemnified TTL and TfL from and against all costs, expenses (including, reasonable legal and other professional fees, expenses and costs) losses and damages actually incurred by TTL and TfL arising out of third party actions, demands or claims resulting from:
  - 11.3.1 breaches of Data Protection Legislation including arising out of the use by the Sponsor of the personal data transferred to the Sponsor in accordance with Clause 15 other than as permitted by the consents agreed between the parties;
  - 11.3.2 any claim, action or demand alleging that any use by TTL, TfL or the LCHS Operator of Sponsor Intellectual Property Rights in accordance with the terms of this Agreement infringes the rights of any third party;
  - 11.3.3 any use of TTL Intellectual Property Rights by the Sponsor other than in accordance with this Agreement.
- 11.4 TTL shall indemnify and keep indemnified the Sponsor from and against all costs, expenses (including, reasonable legal and other professional fees, expenses and costs) losses and damages actually incurred by the Sponsor arising out of third party actions, demands or claims resulting from:
  - 11.4.1 the operation of the London Cycle Hire Scheme or Cycle Superhighways by TfL, TTL, their Affiliates or the LCHS Operator including but not limited to the death or injury to any person arising out of the negligence of TfL, TTL, its Affiliates or the LCHS Operator (save to the extent that such actions, demands or claims arise as a direct result of the act or omission of the Sponsor);
  - 11.4.2 breaches of Data Protection Legislation including arising out of the failure by TTL, its Affiliates or the LCHS Operator to properly display and process the consents agreed between the parties;
  - 11.4.3 any claim, action or demand alleging that any use by the Sponsor of TTL Intellectual Property Rights in accordance with the terms of this Agreement infringes the rights of any third party;
  - 11.4.4 any use of Sponsor Intellectual Property Rights by TTL, its Affiliates or the LCHS Operator other than in accordance with this Agreement.
- 11.5 Each party (the 'Indemnified Party') shall notify the other party (the 'Indemnifying Party') promptly in writing of any third party action, demand or claim under Clause 11.3 or 11.4 ('Claim') of which it is aware.
- 11.6 Subject to Clause 11.7, the parties shall comply with Clauses 11.6.1 to 11.6.5 in respect of a Claim:

- 11.6.1 The Indemnified Party shall provide the Indemnifying Party with all available information and assistance as the Indemnifying Party may reasonably require (at the Indemnifying Party's cost).
- 11.6.2 Subject to Clause 11.6.3, the Indemnified Party shall not without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld or delayed) admit liability or make any offer, promise, compromise, settlement or communication with the third party or court in respect of the Claim.
- 11.6.3 Upon receipt of a Claim the Indemnified Party shall act diligently and shall handle such Claim in all respects as if it did not have the benefit of an indemnity under this Agreement. The Indemnified Party shall not, if it is unreasonable in the circumstances, do or omit to do anything which has the direct effect of increasing the Indemnifying Party's exposure under the indemnities at Clause 11.3 or 11.4 as applicable.
- 11.6.4 To the extent that an act or omission of the Indemnified Party in breach of Clause 11.6.3 directly increases the exposure of the Indemnifying Party to additional costs, expenses, losses or damages under Clause 11.3 or 11.4 as applicable, the Indemnifying Party shall not be liable for such additional costs, expenses, losses or damages.
- 11.6.5 Where the Indemnified Party is named as the defendant on the face of a Claim, the Indemnified Party (if it wishes) shall be entitled to take the first steps in the defence of the Claim or in requesting that a default judgment be set aside solely to enable the Indemnified Party to request that the court substitute the Indemnifying Party as the defendant on the face of the Claim.
- 11.6.6 Where an application to substitute the Indemnifying Party as defendant on the face of the Claim is unsuccessful and either the Indemnifying Party is added as a co-defendant or the Indemnifying Party is not added as a defendant, then Clause 11.6.7 shall apply. However, to the extent that the Indemnified Party remains as a defendant or co-defendant, the Indemnifying Party shall not make any material settlement offer or admission of liability without the Indemnified Party's prior consent (such consent not to be unreasonably withheld or delayed).
- 11.6.7 Subject to Clauses 11.6.5 and 11.6.6, at the request of the Indemnifying Party, the Indemnified Party shall allow the Indemnifying Party sole conduct of the Claim and of any negotiations relating to the Claim (provided that the Indemnified Party shall be kept fully informed as to the conduct of such defence, settlement and/or counterclaim).
- 11.7 Clauses 11.6.3 to 11.6.6 shall not apply to:
- 11.7.1 the indemnity given by the Sponsor at Clause 11.3.2, in respect of which TTL shall allow the Sponsor sole conduct of the Claim and of any negotiations relating to the Claim (provided that TTL shall be kept fully informed as to the conduct of such defence, settlement and/or counterclaim); and
- 11.7.2 the indemnity given by TTL at Clause 11.4.3, in respect of which the Sponsor shall allow TTL sole conduct of the Claim and of any negotiations

relating to the Claim (provided that the Sponsor shall be kept fully informed as to the conduct of such defence, settlement and/or counterclaim).

11.7 Neither party shall use the other party's name in any action or claim without such party's prior written consent.

11.8 For the purposes of this Clause 11, all written notices must be delivered by post or courier.

## 12. LIMITATIONS OF LIABILITY

12.1 Subject to Clause 12.2 and 12.3, the aggregate liability of each party to the other under or in connection with this Agreement, whether arising from contract, negligence or otherwise, shall be limited to the greater of £18 million or the Charges paid by the Sponsor under this Agreement.

12.2 Nothing in this Agreement shall exclude or limit liability:

12.2.1 for death or injury to persons;

12.2.2 under the indemnities at Clauses 11.3 and 11.4;

or for any liability which cannot be excluded by law.

12.3 The parties shall not be liable for any indirect or consequential loss.

## 13. 2012 OLYMPIC GAMES

13.1 TTL does not have the ability to grant any rights in respect of the Protected Olympic Marks or any trade marks, trade names, logos or other Intellectual Property Rights of the ODA (including for the avoidance of doubt the name, 'the Olympic Delivery Authority'), and the Sponsor hereby acknowledges that it shall not, by this Agreement, acquire any right, title or interest in the Protected Olympic Marks or any right to associate itself with the Games Bodies, the ODA or the Games (whether prior to, during or after the Games take place).

13.2 The Sponsor shall not:

13.2.1 undertake any form of Ambush Marketing;

13.2.2 use any trade marks, trade names or logos so resembling the Protected Olympic Marks as to be likely to cause confusion with the Protected Olympic Marks; or

13.2.3 cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Olympic Marks or other Intellectual Property Rights of any Games Body.

13.3 The Sponsor shall not, and shall draw to the attention of its employees that it shall not, without the prior written consent of LOCOG (or applicable Games Body) in each case:

- 13.3.1 represent, directly or indirectly, that any product or service provided has been endorsed or approved by or is in any way associated with the Games, any Games Body or the ODA; or
  - 13.3.2 use in advertising, publicity or any other communication, whether written, electronic or any other means any Protected Mark, the name of any Games Body or the ODA, or of any of their directors or employees; or
  - 13.3.3 publish or issue any statement (factual or otherwise) about the Sponsor's provision of products or services in relation to the Games (except as may be required by law).
- 13.4 This Clause 13 shall continue to apply after termination of the Agreement without limit of time (except in the case of Clause 13.5 which shall only apply until the end of the Games).
- 13.5 Notwithstanding Clause 18.2, a Games Body may enforce the terms of Clause 13 in accordance with the Contracts (Rights of Third Parties) Act 1999. The Sponsor acknowledges the provisions of Clauses 13.1 to 13.4 above are of such importance to LOCOG that damages may not be an adequate remedy for breach of Clauses 13.1 to 13.4 by the Sponsor and that injunctive relief may be a more appropriate remedy.

#### 14. CONFIDENTIALITY AND PUBLICITY

- 14.1 Each party shall keep confidential the terms of this Agreement and all information (written or oral) concerning the business, methods of operation and affairs of the other party that it may have obtained or received as a result of the discussions leading up to or the entering into, or which it may obtain in the course of the performance of, this Agreement, except as provided in Clause 14.2.
- 14.2 Neither party shall be prevented from disclosing or using for any purpose any information referred to in Clause 14.1 which is:
- 14.2.1 already in its possession other than as a result of a breach of this Clause 14; or
  - 14.2.2 in the public domain other than as a result of a breach of this Clause 14; or
  - 14.2.3 is disclosed with the other party's prior written approval to the disclosure; or
  - 14.2.4 is required to be disclosed by applicable law (including under FOI Legislation which shall be dealt with in accordance with Clause 21) or is required or requested to be divulged by any court, tribunal, Dispute Resolution Procedure or governmental or regulatory authority with competent jurisdiction to which either party is subject, wherever situated.
- 14.3 Each party shall take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause 14 by its employees, agents and sub-contractors.

14.4 The confidentiality obligations in this Clause 14 shall survive the termination of this Agreement for any reason.

14.5 Neither party shall be entitled to use the name of the other party or communicate the fact of this Agreement in any promotion, public relations exercise, advertisement or for any purpose other than in pursuance of this Agreement, without the other party's prior written consent.

## 15. ACCESS TO DATA

15.1 TTL and the Sponsor acknowledge and agree that one of the areas which the Sponsor views as valuable in this Agreement is the ability to maximise its potential to collect contact details from users of the London Cycle Hire Scheme or Cycle Superhighways and market the Business to them. Therefore the parties agree that they shall work in good faith together, within the context of TfL's priorities for the London Cycle Hire Scheme and Cycle Superhighways to maximise such opportunities for the Sponsor.

15.2 As a first step towards achieving this TTL and the Sponsor will work together in compliance with Data Protection Legislation to achieve the following within one month of the Effective Date:

15.2.1 to agree consents which allow the Sponsor to market through separate identifiable channels including telephone, e-mail, mail and other electronic messaging (including exploring using opt ins and opt outs depending on channel to maximise marketing opportunities);

15.2.2 to explore and agree alternative methods to gain consents for the Sponsor to contact users who used the LCHS in the period before the Data Transfer Commencement Date including competitions.

15.3 In this Clause 15, 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 TTL to the Sponsor pursuant to this Clause 15.

15.4 The parties acknowledge that they will not control the Data jointly. TTL will be the sole data controller of the Data it collects and the Sponsor will be the sole data controller of copy Data disclosed to it under Clause 15.8 by TTL.

15.5 The parties shall comply with all Data Protection Legislation.

15.6 TTL warrants that:

15.4.1 it has all necessary consents and authorisations, including appropriate registrations with the Information Commissioner's Office, that are required for it to process Data for the purposes of this Agreement and to disclose Data to the Sponsor in accordance with this Agreement and

15.4.2 it has implemented appropriate procedures for ensuring the accuracy of the Data in accordance with Principle 4 of the Data Protection Act 1998. TTL will notify the Sponsor within a reasonable time of it becoming aware of any inaccuracies in the Data.

- 15.7 TTL shall ensure that Members registering for the London Cycle Hire Scheme are as from 1 October 2010 ('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.
- 15.8 Subject to the Sponsor's compliance with this Clause 15, every three (3) months commencing on the Data Transfer Commencement Date, TTL 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 of Members who TTL reasonably determines have given sufficient consent to such transfer to the Sponsor for the purposes set out in Clause 15.11. The Sponsor acknowledges and agrees that some Members may leave fields blank because not all fields are mandatory. TTL 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 15.8.
- 15.9 The Sponsor acknowledges and agrees that the contact details transferred by TTL pursuant to Clause 15.8 shall be the minimum personal data necessary for the purpose set out in Clause 15.11.
- 15.10 In advance of creating new databases of users of the London Cycle Hire Scheme or Cycle Superhighways which contain Data, TTL will meet with the Sponsor and (acting reasonably) consider whether Clause 15 can be extended to cover the new database and agree applicable consents. The Sponsor acknowledges and agrees that, subject to the first sentence of this Clause 15.10, nothing in this Agreement shall oblige TTL either to give Casual Users or Additional Users the opportunity to consent to the Sponsor's use of their personal data for any purpose or to transfer any personal data relating to Casual Users or Additional Users to the Sponsor.
- 15.11 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).
- 15.12 The Sponsor shall ensure that it uses the most up to date version of the Data provided by TTL pursuant to this Clause 15.
- 15.13 The Sponsor acknowledges and agrees that it is responsible on a continuing basis for ensuring that the Data is accurate and up-to-date.
- 15.14 Without prejudice to its other rights and remedies under this Agreement, TTL shall be entitled to suspend transfers of Data under Clause 15.8 in the event that the Sponsor is in material breach of this Clause 15.
- 16. TERMINATION**
- 16.1 Each party may terminate this Agreement with immediate effect by giving a written notice to the other party if the other party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after being given a written notice containing full particulars of the breach and requiring it to be remedied.



16.2 Each party may terminate this Agreement with immediate effect by giving a written notice to the other party, if the other party:

16.2.1 ceases or threatens to cease to trade; or

16.2.2 becomes insolvent; or

16.2.3 is unable to pay its debts as they fall due; or

16.2.4 has a receiver, administrative receiver, administrator or manager appointed of the whole or any material part of its assets or business; or

16.2.5 makes any composition or arrangement with its creditors; or

16.2.6 an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or

16.2.7 takes or suffers any similar or analogous procedure to of any of the events described at Clause 16.2.1 to Clause 16.2.6 in any jurisdiction.

16.3 TTL may terminate this Agreement with immediate effect by giving a written notice to the Sponsor in the event that the Sponsor undergoes a change of Control and the entity in Control of the Sponsor is an entity:

16.3.1 whose primary business is within the following categories:

manufacturing or selling of alcohol; gambling;

or

16.3.2 which is involved in the following:

animal testing of cosmetic or household products or their ingredients; intensive farming methods (e.g. caged egg production); 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; impeding access to basic human necessities (e.g. safe drinking water or vital medicines); engaging in irresponsible marketing practices in developing countries (e.g. with regard to tobacco products); failing to uphold basic human rights within its sphere of influence; linking to an oppressive regime; advocating discrimination and incitement to hatred; supporting the manufacture or transfer of armaments to oppressive regimes; supporting the manufacture or transfer of indiscriminate weapons; supporting the manufacture or transfer of torture equipment; supporting the manufacture or transfer of other equipment that is used in the violation of human rights; trade in illegal drugs; prostitution,

and for the purposes of this Clause 16.3 the definition of "Control" shall be narrowed from that in Clause 1.1 to have the meaning ascribed to it in section 840 of the Income and Corporation Taxes Act 1988.

- 16.4 Either party may terminate this Agreement by giving not less than six (6) months' written notice of termination to the other party, such notice to expire on or around the third anniversary of the date of Actual Phase 1 Launch.
- 16.5 If TTL terminates the Agreement under Clause 16.4 then TTL shall pay the Sponsor an early termination fee of £3,000,000 (less any sums deducted or due to be deducted from the Charges in accordance with paragraph 2.1 of Schedule 6, Part C). TTL acknowledges and agrees that such early termination fees are a genuine pre-estimate of the Sponsor's loss of the Rights for Years 4 and 5, taking into account the context of the front loaded payment structure for the Charges as set out in Schedule 6, Part B.
- 16.6 Either party may terminate this Agreement under paragraph 1.2 of Schedule 6, Part C.
- 16.7 Unless otherwise stated in this Agreement, the rights given by this Clause 16 to terminate this Agreement for any breach shall not affect any other right or remedy of either party in respect of the breach concerned or any other breach.
- 16.8 On the termination of this Agreement, the provisions of any clause which is expressly or by implication intended to do so (including without limitation Clauses 2.4, 9, 10, 11 (in respect of any prior breach or event subject to indemnification), 12, 13, 14, 16.7, 16.8, 17 to 24) shall continue in force, but otherwise, except for any accrued rights of either party, neither party shall be under any further obligation to the other.
- 16.9 For the purposes of this Clause 16, all written notices must be delivered by post or courier.

## 17. CONSEQUENCES OF TERMINATION

- 17.1 On the termination of this Agreement, all rights and licences granted under this Agreement shall terminate unless expressly stated otherwise elsewhere in this Agreement.
- 17.2 The run-off arrangements for the use of the Sponsorship Logos are:
- 17.2.1 if this Agreement expires at the end of the Term, then TTL shall remove (or cover) all Sponsor Marks from the London Cycle Hire Scheme and Cycle Superhighways schemes within six (6) months of the end of the Term (or, if TTL has in place another sponsor, as soon as reasonably practicable during that six (6) month period);
- 17.2.2 if TTL or the Sponsor terminates for convenience under Clause 16.4 then TTL shall remove (or cover) all Sponsor Marks from the London Cycle Hire Scheme and Cycle Superhighways schemes within six (6) months of termination;
- 17.2.3 if the Sponsor terminates this Agreement for breach by TTL or TTL terminates this Agreement under Clause 16.3, then TTL shall remove (or cover) all Sponsor Marks from the London Cycle Hire Scheme and

Cycle Superhighways schemes within 40 Business Days of termination;  
or

- 17.2.4 if TTL terminates this Agreement for breach by Sponsor, then TTL shall remove (or cover) all Sponsor Marks from the London Cycle Hire Scheme and Cycle Superhighways schemes within six (6) months of termination,

but the parties agree that this Clause 17.2 shall not require TTL to recall the LCHS Keys from Members.

- 17.3 Notwithstanding anything else in this Agreement (including Clause 17.1), the Sponsor agrees that TTL shall be freely entitled (without restriction) to make use of the colour cyan (including the Sponsor Colour) in the LCHS Roundel during and (at TTL's option) after the expiry of this Agreement. However TTL acknowledges that the Sponsor's preference is for TTL's next sponsor of the London Cycle Hire Scheme to fund the replacement of the LCHS Roundel in a colour other than the Sponsor Colour.
- 17.4 Notwithstanding Clause 17.3, the Sponsor may, except to the extent that any replacement sponsor of the London Cycle Hire Scheme has cyan as a corporate or brand colour, at any time following expiry or termination of this Agreement require TTL to remove all use of the colour cyan in relation to the LCHS Roundel at the Sponsor's expense.

## 18. NATURE OF AGREEMENT

- 18.1 Except as expressly set out in this Agreement, this Agreement is personal to each party, which shall not assign, sub-license, subcontract or otherwise seek to delegate any of its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. However, a party may assign, sub-license, subcontract or otherwise delegate any or all of its rights and obligations under this Agreement to an Affiliate without the prior written consent of the other party.
- 18.2 Other than TfL, no person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties, which agreement must refer to this clause. The parties shall be entitled to vary or terminate this Agreement without the consent of any Affiliate or third party.
- 18.3 Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.
- 18.4 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing duly executed by or on behalf of the parties by their authorised representatives.
- 18.5 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or

common law are excluded to the fullest extent permitted by law, but nothing in this Agreement shall affect the liability of any party for any fraudulent misrepresentation.

- 18.6 This Agreement supersedes any previous agreement or arrangement between the parties or any of them relating to the subject matter of this Agreement.
- 18.7 No failure or delay by any party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, or otherwise prejudice, affect or restrict the rights or remedies of that party, and no waiver by any party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 18.8 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 18.9 The rights of each party under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity.
- 18.10 English law shall apply to the whole of this Agreement and, subject to the Dispute Resolution Procedure, all disputes, claims or controversies arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the English courts.

## 19. CORRUPT GIFTS OR PAYMENT

- 19.1 Save for the Charges, the parties shall not, and shall procure that their Affiliates, personnel and personnel of their Affiliates shall not:
- 19.1.1 receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the London Cycle Hire Scheme, Cycle Superhighways or the Agreement or any other agreement with any member of the Transport for London group or the Sponsor's group (as applicable); and
- 19.1.2 shall not conspire with any person to do any of the acts mentioned in Clause 19.1.1 above.
- 19.2 Any:
- 19.2.1 breach by a party of Clause 19.1 above; or
- 19.2.2 commission of any offence by a party under the Bribery Act 2010 in relation to this Agreement or any contract with any member of the Transport for London group, the Greater London Authority and/or other associated bodies or any member of the Sponsor's group (as applicable),

shall entitle the other party to:

- (a) terminate this Agreement in accordance with Clause 16.1; and

- (b) recover from the breaching party the amount of value of any such gift, consideration or commission and any cost, loss, liability or damage incurred or suffered by the other party as a result of, or which would not have arisen but for, the breach of this Clause 19.

19.3 The decision of either party in relation to the foregoing provisions of this Clause 19 shall be final and conclusive provided always that it shall have acted proportionately and in accordance with applicable law having regard to the nature of the breach by the Sponsor of this Clause 19.

## 20. FRAUD

20.1 If any fraudulent activity comes to the attention of either party in relation to the London Cycle Hire Scheme or Cycle Superhighways, each party shall:

- 20.1.1 notify the other party by the most expeditious means available;
- 20.1.2 co-operate in the investigation of such fraudulent activity; and
- 20.1.3 implement any necessary changes to the procedures or working practices employed in its association with the London Cycle Hire Scheme and Cycle Superhighways as may be necessary to ensure that the likelihood or opportunity for a recurrence of such fraud is minimised.

20.2 In the event of any fraudulent activity relating to the London Cycle Hire Scheme or the Cycle Superhighways on the part of a party (the 'Affected Party'), its Affiliates or personnel of the Affected Party or its Affiliates, the other party shall have the right to:

- 20.2.1 terminate this Agreement in accordance with Clause 16.1; and
- 20.2.2 recover from the Affected Party any cost, loss, liability or damage incurred or suffered by it as a result of, or which would not have arisen but for, such fraudulent activity provided that, in the case of fraudulent activity on the part of the personnel of the Affected Party or its Affiliates, such termination right shall only be exercisable in the event that either:
  - (a) the Affected Party has not taken action which the other party, acting reasonably, considers appropriate, in relation to the relevant member of personnel of the Affected Party or its Affiliates; or
  - (b) such cost, loss, liability or damage arose due to or was contributed to by, the negligence or default of the Affected Party or its Affiliates.

## 21. FREEDOM OF INFORMATION

21.1 For the purposes of this Clause 21:

'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;

'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;

'Information' means any information held by TTL or any Affiliate on behalf of the Sponsor and in any way connected with this Agreement.

- 21.2 The Sponsor acknowledges that TTL is subject to FOI Legislation and agrees, where it is reasonably and necessarily required, to assist and co-operate with TTL to enable it to comply with its obligations under such legislation including, without limitation, providing to TTL such information as TTL may reasonably request concerning this Agreement.
- 21.3 The Sponsor acknowledges that TTL may be obliged under FOI Legislation to disclose Information concerning this Agreement without consulting or obtaining consent from the Sponsor.
- 21.4 The Sponsor acknowledges that TTL 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.
- 21.5 In the event that TTL receives an Access Request pursuant to the FOI Legislation it shall provide notice to Barclays 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.

## 22. DISPUTE RESOLUTION

- 22.1 Either party may call a management 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 22.
- 22.2 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 Director of Strategy (Surface Transport) of TTL and the Group Sponsorship Director of the Sponsor 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.
- 22.3 In the event the Director of Strategy (Surface Transport) of TTL and the Group Sponsorship Director of the Sponsor 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.
- 22.4 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.

- 22.5 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.
- 22.6 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.
- 22.7 Nothing in this Agreement shall prevent either party from applying for injunctive or other interim relief.

### 23. MISCELLANEOUS

- 23.1 Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 23.2 Except as otherwise provided in this Agreement, the parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 23.3 This Agreement may be executed in more than one counterpart and shall come into force once each party has executed such a counterpart in identical form and exchanged it with the other party.

### 24. NOTICES AND SERVICE

- 24.1 A notice relating to this Agreement will be validly given only if it is in writing and delivered personally or by courier, or sent by first class post to the intended recipient at the address set out in this Agreement or sent to a fax number given by the intended recipient for the purpose of this Agreement, or such other address or fax number as the party in question may specify by notice.
- 24.2 In the absence of evidence of earlier receipt, a notice is deemed given:
  - 24.2.1 if delivered personally or by courier, when left at the relevant address;
  - 24.2.2 if sent by post, two days after posting it; or
  - 24.2.3 if sent by fax, on completion of transmission, provided that the transmitting fax machine prints out a successful transmission report.
- 24.3 If a notice would otherwise be deemed under Clause 24.2 to be given on a day which is not a Business Day, it shall instead be deemed to be given on the next Business Day.
- 24.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its address given at the commencement of this Agreement (or any other address notified in writing from time to time for this purpose). Each party shall give notice to the other party of a change in its address as soon as reasonably practicable.

## SCHEDULE 1

### GOVERNANCE

#### 1 CONTACTS FOR APPROVALS AND CRISIS MANAGEMENT

The contact details for the operation of the approvals process under Clause 7 are:

For TTL:

Paul Amlani-Hatcher (Head of Market Planning - Strategy)

Roz Barder (Marketing Communications Manager - Strategy Surface Transport)

For the Sponsor:

[REDACTED] (Head of Sponsorship Marketing)

[REDACTED] (Sponsorship Marketing Manager)

The contact details for crisis management under section 7 below are the Sponsor's and TfL's 24 Hour Press Office contacts set out below:

For TfL:

Matt Brown (Chief Press Officer)

Tel. [REDACTED]

For the Sponsor:

[REDACTED] (Head of Sponsorship Communications)

Tel: [REDACTED]

Email: [REDACTED]

[REDACTED] (Senior Sponsorship Manager)

Tel: [REDACTED]

Email: [REDACTED]

#### 2 REPORTING

TTL shall regularly and promptly update the Sponsor on its plans for the London Cycle Hire Scheme and the Cycle Superhighways.

TTL shall provide the Sponsor with the following reports:

- (a) monthly updates prior to and following the Actual Phase 1 Launch and Actual CS Launch;
- (b) monthly updates on the LCHS Operator's performance setting out:



- Users: no. registered users, no. of casual users, no of calls to call centre/emails, no. of complaints (open/resolved);
- Bikes: no of rides, duration of rides, no. damaged/broken, no. operational, no. available, speed of repairs, no. lost or stolen, no. of faults;
- Docking stations: no. operational, no. available/not, no damaged, no. empty/full, speed of repairs, most popular/least popular; and
- Terminals: no. available/not, no. damaged, speed of repairs, customer satisfaction levels, no of transactions

and such other reports as agreed between the parties from time to time (together the 'Reports').

### 3 MEETINGS

- 3.1 On a monthly basis, following delivery of the Reports, the Sponsor and TTL shall meet (in person or by telephone) to discuss the Reports, any relevant research findings (including any relevant customer satisfaction data) and any another matters arising in connection with this Agreement, including processes and procedures to manage financial, operational and reputational risks arising in connection with this Agreement.
- 3.2 In addition to the meetings referred to above, the parties shall make available a representative of appropriate seniority to meet together once a year or more frequently as requested by either party to discuss any material matters arising in connection with this Agreement.
- 3.3 The parties shall in good faith seek to resolve any issues which arise in connection with this Agreement (and if they cannot be resolved the Dispute Resolution Procedure shall apply).

### 4. MAYOR OF LONDON

- 4.1 In the event that:
  - (a) meetings are arranged between the Greater London Authority ('GLA') or the office of the Mayor of London and the Sponsor to discuss matters relating to the subject-matter of this Agreement; and
  - (b) the GLA or the office of the Mayor of London (as applicable) and the Sponsor wish TTL to participate in such meetings,

then TTL shall so participate.

- 4.2 TTL acknowledges that a side letter will be put in place between the Mayor of London, on behalf of the GLA, and the Sponsor relating to GLA cycling initiatives. TTL acknowledges that it will co-operate with both the GLA and the Sponsor where GLA cycling initiatives involve the Sponsor.

### 5. LONDON BOROUGHS

- 5.1 At least once a Year, TTL shall approach each London Borough in which LCHS Street Furniture is located and request consent to add the Sponsorship Logo to the LCHS

Street Furniture. Such request is not required to be in the form of a formal application for advertising consent and may (at the discretion of TfL) be an informal approach to the relevant people within the relevant London Borough.

- 5.2 TTL reserves the right, without prior notice to the Sponsor, to remove the LCHS Sponsorship Logo and/or any Sponsor Artwork or promotional messages included on the screensaver of a registration terminal for the London Cycle Hire Scheme in the event that it receives from the London Borough in which the terminal is located any challenge or claim relating to such LCHS Sponsorship Logos, Sponsor Artwork or promotional messages.
- 5.3 Without prejudice to the foregoing, TTL shall notify the Sponsor of its grounds for removal and allow the Sponsor to make representations to TTL (but, for the avoidance of doubt, TTL shall have no obligation to act in accordance with any such representations).

## 6 COMPLAINTS HANDLING

- 6.1 In the event that the Sponsor receives any complaint or query from a member of the public in relation to the London Cycle Hire Scheme or Cycle Superhighways, the Sponsor shall promptly direct the complainant to TTL by providing TTL's contact details.
- 6.2 In the event that TTL receives any complaint or query from a member of the public in relation to the Business of the Sponsor, not related to the London Cycle Hire Scheme or Cycle Superhighways, TTL shall promptly direct the complainant to the Sponsor by providing the Sponsor's contact details.

## 7 CRISIS MANAGEMENT

- 7.1 The principles which TTL and the Sponsor shall adhere to in any crisis management are:
  - (a) The Sponsor and TfL will have an agreed crisis management plan in place to deal with any crisis or issue in line with the colour coding set out in (c) below ('Crisis Management Plan'). The Crisis Management Plan is in place to ensure that the Sponsor and TfL work closely together to manage any incident effectively. The crisis management principles set out in (b) to (d) below are the initial crisis management principles and the Sponsor and TfL agree that each of their respective Press Offices shall promptly upon signature of this Agreement meet and agree a full Crisis Management Plan to cover a wider range of potential issues, the level of possible reputational impact for the Sponsor and TfL.
  - (b) As part of this process, TfL shall share its pre-prepared crisis documents with the Sponsor for information and feedback. TfL shall also share pre-prepared public statements on red issues with the Sponsor. (The Sponsor and TfL shall treat these in strictest confidence under Clause 14 and each will be adapted according to the context of each crisis or issue.)

(c) The colour coding of crisis management issues is as follows:

POTENTIAL ISSUE (INDICATIVE LIST)	Reputational Impact
<b>Accidents</b>	
Death of a LCHS Bicycle cyclist	Red
Death of a non-LCHS Bicycle cyclist	Dark Grey
Serious injury of LCHS Bicycle cyclist (life threatening or life changing injuries, injury of any type to well known cyclist that TfL is alerted to)*	Red
Injury of LCHS Bicycle cyclist accident that isn't life threatening or life changing, and doesn't involve anyone well known)*	Dark Grey
Serious or fatal accident caused by TfL transport (e.g. bus) in collision with an LCHS Bicycle	Red
Accident caused by TfL transport (e.g. bus) in collision with an LCHS Bicycle	Orange
Serious injury caused by defective London Cycle Hire Scheme equipment	Red
Injury caused by defective London Cycle Hire Scheme equipment	Orange
<b>Vandalism/Crime</b>	
Serious LCHS Bicycle / LCHS Street Furniture vandalism e.g. graffiti	Orange
Small scale LCHS Bicycle / LCHS Street Furniture vandalism e.g. graffiti	Dark Grey
LCHS Bicycle used to cause accidents maliciously (e.g. bike thrown onto railway track)	Red
LCHS Bicycle used for crime e.g. mugging	Red
Serious issues of fraud, repeat card skimming, etc, relating to the London Cycle Hire Scheme	Red
Card skimming at terminals	Orange
Theft of LCHS Bicycles	Orange
<b>Bicycle /Terminals</b>	

Serious or prolonged failure of LCHS Street Furniture (terminals / docking points)	Red
Failure of LCHS Street Furniture (terminals / docking points)	Orange
Failure of payment system	Orange
Failure of LCHS Bicycle	Orange
Criticism of where terminals are located	Orange
Costs/Charging	Grey
London Cycle Hire Scheme criticised over pricing	Orange
Logistical Issues	Grey
LCHS Bicycles left in wrong places/undocked	Orange
Lack of LCHS Bicycle availability/docking point availability	Orange
Call Centre system failure	Dark Grey
Website system failure	Dark Grey

\*Note that an accident is classified as serious by police if someone is sent to hospital as a result of the accident. Accidents include serious grazing, fractures, etc. Media only tend to be interested in accidents that are life changing or life threatening, so press statements are only prepared by TfL for these types of serious accidents. However, during the early weeks after the launch of the London Cycle Hire Scheme the TfL Press Office will be very conscious of the need to keep the Sponsor informed of all serious accidents that are reported to it.

- (d) TfL shall manage and report to the Sponsor on crises and issues as follows (based on the colour coding in (c) above:

Red (high)	<ul style="list-style-type: none"> <li>TfL shall report to the Sponsor's press office <b>immediately</b> upon becoming aware (contacts in section 1 above)</li> <li>The Sponsor should be informed of any public statements prepared (issued) by TfL and should have the opportunity to contribute to these (if practically possible)</li> <li>Any public statements by TfL should take into consideration the Sponsor's position and the impact on the Sponsor's brand</li> <li>The Sponsor and TfL will carry out the above three</li> </ul>
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	steps within four (4) hours of an incident or issue coming to light
Amber (medium)	<ul style="list-style-type: none"> <li>• TfL shall report to the Sponsor's press office as soon as reasonably possible upon becoming aware (contacts in section 1 above)</li> <li>• The Sponsor to be informed of any public statements prepared by TfL</li> <li>• Any public statements by TfL should take into consideration the Sponsor's position and the impact on the Sponsor's brand</li> </ul>
Green (low)	TfL to manage as it sees fit but to keep the Sponsor informed (contacts in section 1 above)

- 7.2 Subject to paragraph 7.4, in the event of an operational or other emergency that could impact on the safe or efficient functioning of the London Cycle Hire Scheme or Cycle Superhighways, TTL may, acting reasonably at all times, produce and distribute communications without obtaining the Sponsor's prior written approval in accordance with Clause 7. However, where practicable, TTL shall use reasonable endeavours to provide advance notice of such communications to the Sponsor.
- 7.3 Where materials are distributed in accordance with paragraph 7.2, TTL will not use the name 'Barclays' (as part of the LCHS Name and/or the CS Name or otherwise) or the Sponsorship Logos without the Sponsor's prior written approval.
- 7.4 In the event of an issue in relation to the London Cycle Hire Scheme or Cycle Superhighways which could be harmful or detrimental to the reputation of TTL, the London Cycle Hire Scheme or Cycle Superhighways, or the Sponsor, the affected party may, acting reasonably at all times, require the other party to approve the applicable Approval Materials within an accelerated timescale. The provisions of Clause 7.10 shall apply to such Approval Materials except:
- 7.4.1 the relevant Approval Materials shall be submitted for approval in such time before anticipated use as is reasonable in the circumstances;
- 7.4.2 the relevant time periods for the purposes of Clauses 7.10.1 and 7.10.3 shall be 4 hours and 4 hours respectively; and
- 7.4.3 in the event that re-submitted materials are rejected in accordance with Clause 7.10.3, the parties shall use best endeavours to resolve the dispute as soon as practicable such that the relevant Approval Materials or amended Approval Materials can be urgently published or released.



SCHEDULE 2

MARKS AND LOGOS

1 SPONSORSHIP LOGOS

LCHS Sponsorship Logos (including the LCHS Roundel)



CS Sponsorship Logo

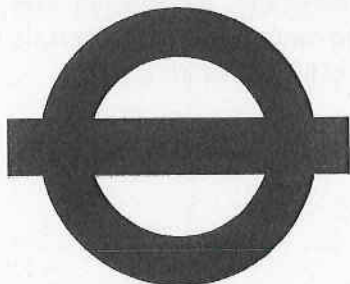


2 SPONSOR MARKS

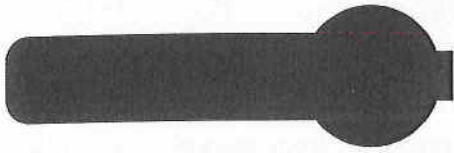


3 TTL MARKS

Roundel



'Key' shape



CS Logo



## SCHEDULE 3

### LONDON CYCLE HIRE SCHEME RIGHTS

#### 1 NAMING RIGHTS

- 1.1 Exclusive title sponsor of the London Cycle Hire Scheme.
- 1.2 TTL shall procure that the LCHS Name is the name which it 'officially' designates as the name of the London Cycle Hire Scheme during the Term.
- 1.3 TTL shall ensure that London Cycle Hire Scheme is referred to by TTL, its Affiliates and the LCHS Operator by the LCHS Name:
  - (a) in all TTL materials relating to the London Cycle Hire Scheme (including correspondence, informational and promotional literature, leaflets and maps, press releases and other materials issued by or on behalf of TTL);
  - (b) at appropriate times in public announcements scheduled by or on behalf of TTL and made by its senior executives and official spokespeople in relation to the London Cycle Hire Scheme;
  - (c) on the TfL website;
  - (d) in scripts prepared for use in TTL call centres relating to the London Cycle Hire Scheme;

and each visual reference shall be of such size and prominence as agreed between the parties under Clause 7. TTL shall otherwise use reasonable endeavours to ensure that the London Cycle Hire Scheme is referred to by TTL, its Affiliates and the LCHS Operator by the LCHS Name in all other visual materials (online and offline) issued by them and relating to the London Cycle Hire Scheme.

- 1.4 The Sponsor shall have the right to use the following designations in relation to the London Cycle Hire Scheme (and such other designations as are agreed between TTL and the Sponsor from time to time):
  - (a) the official sponsor of Barclays Cycle Hire;
  - (b) an official cycle partner of TfL;

TfL or TTL shall be entitled to appoint third parties also able to designate themselves 'an official cycle partner of TfL' subject to compliance with the other terms of this Agreement (including that such third parties are not a Sponsor Direct Competitor).

#### 2 PROMOTION RIGHTS

- 2.1 The Sponsor shall have the right to use the LCHS Name and the LCHS Sponsorship Logos in connection with the promotion of the Business.
- 2.2 At the Sponsor's request, as from the date three (3) months from Actual Phase 1 Launch, TTL shall run the Sponsor's promotional messages (approved by TTL in accordance with this Agreement) on the screensavers of the terminal screens forming part of the LCHS Infrastructure. This right is subject to TTL's right to



remove such promotional messages in the circumstances set out in paragraph 5.2 of Schedule 1.

2.3 TTL will provide the Sponsor with at least one LCHS Bicycle for display use at the Sponsor's offices.

2.4 The Sponsor may at its option include Sponsor promotional information (approved by TTL in accordance with this Agreement) within London Cycle Hire Scheme registration welcome packs (subject to size and weight constraints).

### 3 BRANDING RIGHTS

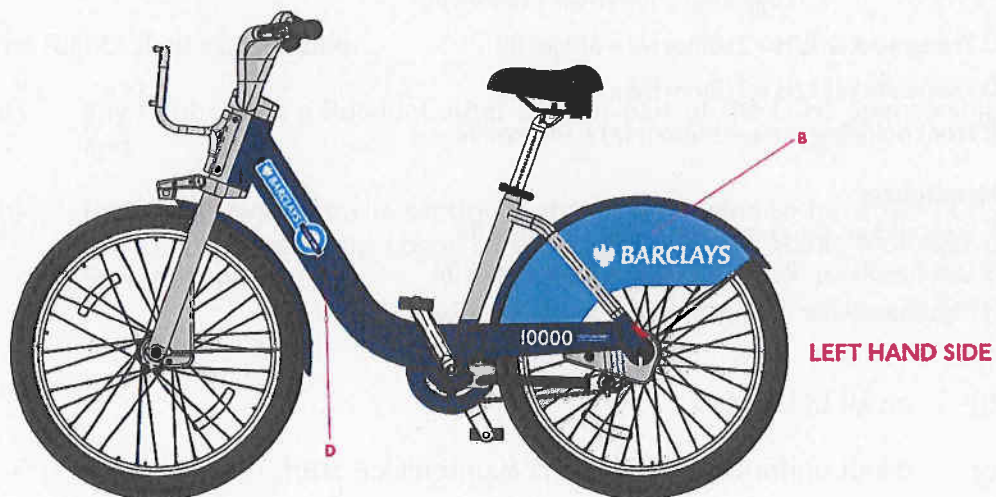
3.1 LCHS Sponsorship Logos to be included by TTL, its Affiliates and the LCHS Operator:

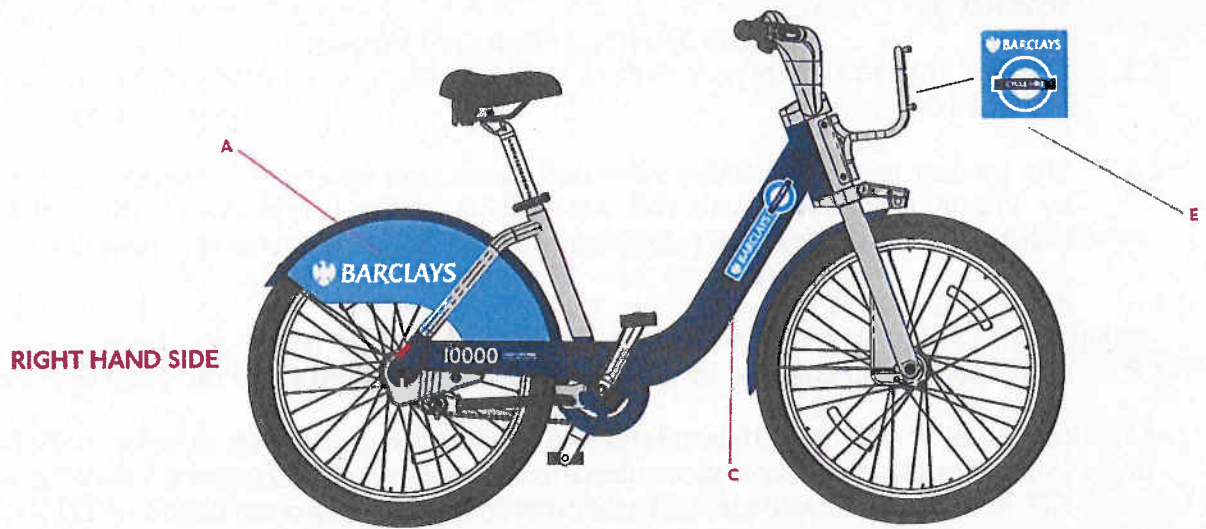
- (a) in all TTL materials relating to the London Cycle Hire Scheme (including correspondence, informational and promotional literature, leaflets and maps, press releases and other materials issued by or on behalf of TTL);
- (b) TTL website (including a link to the Sponsor's website); and
- (c) terminal screens forming part of the LCHS Street Furniture (subject to TTL's right to remove such LCHS Sponsorship Logos from terminal screens forming part of the LCHS Street Furniture in the circumstances set out in paragraph 5.2 of Schedule 1).

TTL shall otherwise use reasonable endeavours to ensure that LCHS Sponsorship Logos are included by TTL, its Affiliates and the LCHS Operator in all other visual materials (online and offline) issued by them and relating to the London Cycle Hire Scheme.

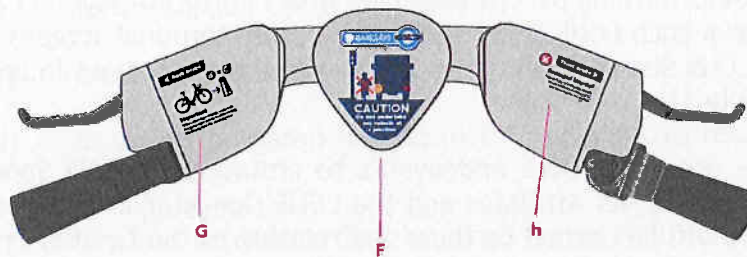
3.2 LCHS Sponsorship Logos to be displayed:

- (a) on all LCHS Bicycles as follows:





### HANDLEBARS/YOKE



#### Bicycle

- A** Rear skirt R/H - Overall size: 555mm (w) x 250mm (h)  
Logo size: 290mm (w) x 60mm (h)
- B** Rear skirt L/H - Overall size: 555mm (w) x 250mm (h)  
Logo size: 290mm (w) x 60mm (h)
- C** Frame sticker R/H - 210mm (w) x 60mm (h)
- D** Frame sticker L/H - 210mm (w) x 60mm (h)
- E** Front branding plate - 148mm (w) x 148mm (h)

#### Handlebars

- F** Yoke sticker 'Caution' - 90mm (w) x 110mm (h)
- G** Left handlebar 'Re-dock' - 60mm (w) x 50mm (h)
- H** Right handlebar 'Damaged bike' - 53mm (w) x 28mm (h)

- (b) on all LCHS Keys;
- (c) on all uniforms worn by LCHS Maintenance Staff;
- (d) on all LCHS Maintenance Vehicles; and
- (e) if and to the extent that an approach to a London Borough under section 5.1 of Schedule 1 results in that London Borough giving its consent to the

inclusion of the LCHS Sponsorship Logos (and subject to any other necessary approvals and consents), on docking stations and terminals in that London Borough, in accordance with the relevant consents.

3.3 The specific pages of the TTL website for the LCHS and the CS will be located at the URL <http://www.TfL.gov.uk/BarclaysCycleHire>.

3.4 TTL shall ensure that the LCHS Roundel is maintained in the Sponsor Colour and is used as the 'official' roundel of the London Cycle Hire Scheme and, to the extent that it is reasonably able to do so, will use the LCHS Roundel, in the Sponsor Colour, in written materials produced by TTL which relate specifically to the London Cycle Hire Scheme, in preference to any other roundel.

#### 4 EVENTS/EXPERIENCE RIGHTS

4.1 TTL will work together with the Sponsor to organise the London Cycle Hire Scheme launch event and at least one London Cycle Hire Scheme promotional event each Year. Such events will include branding opportunities for the Sponsor and opportunities for the Sponsor's senior executives to participate.

4.2 TTL shall request that the Mayor of London attends at least one promotional event for the London Cycle Hire Scheme each Year. However, the Sponsor acknowledges that TTL cannot direct or control the Mayor and so cannot guarantee his attendance.

4.3 TTL shall work with the Sponsor to agree benefits for the Sponsor's customers and staff.

4.4 The Sponsor may propose new payment opportunities suitable for use in the LCHS for discussion with TTL. However, the Sponsor acknowledges that TTL is subject to public procurement laws and may not be able to (and in any event is under no obligation to) enter into discussions relating to such new payment opportunities with the Sponsor.

#### 5 EXCLUDED RIGHTS

5.1 The Rights shall not include:

- (a) any right to use a Roundel other than as part of the LCHS Sponsorship Logos; and
- (b) (save as provided for in section 3 above) any rights to have the LCHS Name, the LCHS Sponsorship Logos or any other Sponsor Marks included on LCHS Street Furniture.

## SCHEDULE 4

### CYCLE SUPERHIGHWAYS RIGHTS

#### 1 NAMING RIGHTS

- 1.1 Exclusive title sponsor of the Cycle Superhighways.
- 1.2 TTL shall procure that the CS Name is the name which it 'officially' designates as the name of the Cycle Superhighways during the Term.
- 1.3 TTL shall ensure that Cycle Superhighways are referred to by TTL and its Affiliates by the CS Name:
  - (a) in all TTL materials relating to the Cycle Superhighways (including correspondence, informational and promotional literature, leaflets and maps, press releases and other materials issued by or on behalf of TTL);
  - (b) use at appropriate times in public announcements scheduled by or on behalf of TTL and made by its senior executives and official spokespeople in relation to the Cycle Superhighways;
  - (c) on the TfL website;
  - (d) in scripts prepared for use in TTL call centres (to the extent that such scripts refer to Cycle Superhighways);

and each visual reference shall be of such size and prominence as agreed between the parties under Clause 7. TTL shall otherwise use reasonable endeavours to ensure that the Cycle Superhighways are referred to by TTL and its Affiliates by the CS Name in all other visual materials (online and offline) issued by them and relating to the Cycle Superhighways.

- 1.4 The Sponsor shall have the right to use the following designations in relation to the Cycle Superhighways (and such other designations as are agreed between TTL and the Sponsor from time to time):
  - (a) the official sponsor of Barclays Cycle Superhighways

#### 2 PROMOTION RIGHTS

- 2.1 The Sponsor shall have the right to use the CS Name and the CS Sponsorship Logos in connection with the promotion of the Business.
- 2.2 The Sponsor may at its option include Sponsor promotional information (approved by TTL in accordance with this Agreement) within Cycle Superhighways information packs (subject to size and weight constraints and to the extent that any such packs are produced).

#### 3 BRANDING RIGHTS

- 3.1 CS Sponsorship Logos to be included by TTL and its Affiliates:

- (a) in all TTL materials relating to the Cycle Superhighways (including correspondence, informational and promotional literature, leaflets and maps, press releases and other materials issued by or on behalf of TTL);
- (b) on the TfL website (including a link to the Sponsor's website);

TTL shall otherwise use reasonable endeavours to ensure that CS Sponsorship Logos are included by TTL and its Affiliates in all other visual materials (online and offline) issued by them and relating to the Cycle Superhighways.

#### **4 EVENTS/EXPERIENCE RIGHTS**

- 4.1 TTL will work together with the Sponsor to organise the Cycle Superhighways launch event and at least one Cycle Superhighways promotional event each Year. Such events will include branding opportunities for the Sponsor and opportunities to participate for the Sponsor's senior executives.
- 4.3 TTL shall request that the Mayor of London attends at least one promotional event for the Cycle Superhighways each Year. However, the Sponsor acknowledges that TTL cannot direct or control the Mayor and so cannot guarantee his attendance.

#### **5 CS INFRASTRUCTURE**

If at any time during the Term it becomes lawful for TTL to place branding on the CS Infrastructure and subject to TfL or TTL having all necessary consents and authorities, the Cycle Superhighways Rights shall, at no extra cost to the Sponsor, include the right for the Sponsorship Logos to be placed on the CS Infrastructure.

#### **6 EXCLUDED RIGHTS**

- 6.1 The Rights shall not include:
  - (a) any right to use the CS Logo other than as part of the CS Sponsorship Logo;
  - (b) any rights to have the CS Name, the CS Sponsorship Logo or any other Sponsor branding included on CS Infrastructure.

## SCHEDULE 5

### ANCILLARY RIGHTS

- 1 The Sponsor will be involved in all media relations opportunities and PR opportunities relating to the London Cycle Hire Scheme and the Cycle Superhighways which will at a minimum include:
  - (a) joint press activity announcing the Sponsor's involvement in the London Cycle Hire Scheme and Cycle Superhighways; and
  - (b) the opportunity to participate in:
    - (i) London Borough road-shows for the London Cycle Hire Scheme (currently anticipated to be 30 - 40 events);
    - (ii) further London Cycle Hire Scheme and Cycle Superhighways events as agreed between the parties to occur at least annually through the Term;
    - (iii) all TTL events and other promotional opportunities themed around the promotion of cycling safety; and
    - (iv) promotional events as agreed between the parties to occur at least annually through the Term.
- 2 TTL will consider whether and what opportunity there may be to provide the Sponsor with additional branding opportunities on TTL-owned advertising inventory (it being recognised that TTL-owned advertising inventory is subject to an agreements with third parties and applicable laws).
- 3 TTL shall reasonably assist the Sponsor:
  - (a) to identify opportunities and partners to promote cycling safety within London, including but not limited to programmes at 'Barclays Spaces for Sports' sites; and
  - (b) with the development of charitable elements to such programmes.

## SCHEDULE 6

### CHARGES, PERFORMANCE INDICATORS AND CLAW BACKS

#### Part A: Definitions

For the purpose of this Schedule 6, the following expressions have the following meanings:

'Actual CS Launch' shall mean that Cycle Superhighway 3 and Cycle Superhighway 7 are fully operational.

'Actual Phase 1 Launch' shall mean that at least 320 docking stations and 4,100 cycles are fully operational for Phase 1 of the London Cycle Hire Scheme.

'Actual Phase 2 Launch' shall mean that at least 80 docking stations and 1,025 cycles are fully operational for Phase 2 of the London Cycle Hire Scheme.

'Full CS Launch' shall mean that all Cycle Superhighways are fully operational.

'Phase 1 Long Stop Date' shall mean 31 January 2011.

'Target CS Launch Date' shall mean 31 July 2010.

'Target Phase 1 Launch Date' shall mean 31 July 2010.

'Target Phase 2 Launch Date' shall mean 30 April 2012.

#### Part B: Charges

Subject to Part C of Schedule 6, the charges are:

Performance period*	Payment sum	Invoice to be issued by TTL*	Payment date*
Actual Phase 1 Launch to 31 January 2011	£3.0m	Upon Actual Phase 1 Launch	Within 30 days of Actual Phase 1 Launch
1 February to 31 July 2011	£3.0m	To allow for the production of management information and performance indicators for the previous performance period, invoices for the then current performance period shall be issued by TTL within 20 Business Days of the beginning of the then current performance period.	Within 30 days of the date of the invoice
1 August 2011 to 31 January 2012	£3.0m		
1 February to 31 July 2012	£3.0m		
1 August 2012 to 31 January 2013	£3.0m		
1 February to 31 July 2013	£3.0m		
1 August 2013 to 31 January 2014	£1.75m		
1 February to 31 July 2014	£1.75m		
1 August 2014 to 31 January 2015	£1.75m		



1 February to 31 July 2015	£1.75m	(Such invoices shall show the Charges for the then current performance period subject to any deductions for the previous performance period under Part C below.)	
<b>TOTAL</b>	<b>£25.0m</b>		

\* The performance periods set out in the table above are based on Actual Phase 1 Launch being achieved by the Target Phase 1 Launch Date; if Actual Phase 1 Launch is not achieved by the Target Phase 1 Launch Date but is achieved by the Phase 1 Long Stop Date, the performance periods (and corresponding invoicing and payment dates) in the table above shall be amended to begin on the date of Actual Phase 1 Launch.

Where any deductions from the Charges are to be made in accordance with the metrics set out in Part C below, such deductions shall, unless otherwise stated, be implemented by a reduction in the next scheduled payment (and as reflected on the applicable invoice).

If a reduction greater than the next scheduled payment is to be made, the Sponsor shall invoice TTL within 20 Business Days of the end of the applicable performance period and TTL shall pay the balance within 30 days of the date of the invoice.

### Part C: Performance Indicators and Clawbacks

#### 1 LONDON CYCLE HIRE SCHEME (PHASE 1)

- 1.1 If Actual Phase 1 Launch has not occurred by the Target Phase 1 Launch Date, TTL shall reduce the Charges in accordance with the following table (the applicable deduction being determined by the date Actual Phase 1 Launch occurs and deductions not being cumulative):

Actual Phase 1 Launch not achieved by 31 July 2010 but is achieved before 31 August 2010	£100,000 deduction
Actual Phase 1 Launch not achieved by 31 August 2010 but is achieved before 30 September 2010	£250,000 deduction
Actual Phase 1 Launch not achieved by 30 September 2010	£500,000 deduction

- 1.2 If Actual Phase 1 Launch has not occurred by the Phase 1 Long Stop Date, either party may terminate this Agreement without compensation with immediate effect by giving a written notice to the other party under Clause 16.6. If either party exercises such right to terminate then the Sponsor shall have no liability in respect of the payment of Charges under Part B of Schedule 6 and TTL shall have no (i) liability in respect of the failure to achieve Actual Phase 1 Launch or (ii) obligation to pay any sum in respect of deductions arising under this paragraph 1.
- 1.3 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve Actual Phase 1 Launch by the Phase 1 Long Stop Date



or a date specified in paragraph 1.1 (whichever is applicable) (including for breach of Clause 6.3.1), is as set out in paragraphs 1.1 and 1.2 above.

## 2 LONDON CYCLE HIRE SCHEME (PHASE 2)

2.1 If Actual Phase 2 Launch has not occurred by the Target Phase 2 Launch Date:

- (a) TTL shall reduce the Charges in accordance with the following table (the applicable deduction being determined by the date Actual Phase 2 Launch occurs and deductions not being cumulative):

Actual Phase 2 Launch not achieved by 30 April 2012 but is achieved before 31 May 2012	£250,000 deduction
Actual Phase 2 Launch not achieved by 31 May 2012	£500,000 deduction

and

- (b) TTL shall reduce the Charges by £50,000 for each subsequent part or full month of the Term before Actual Phase 2 Launch is achieved.

2.2 If Actual Phase 2 Launch is not achieved by the fifth (5th) anniversary of Actual Phase 1 Launch, or TTL notifies the Sponsor at any time prior to the third (3rd) anniversary of Actual Phase 1 Launch that it will not achieve Actual Phase 2 Launch during the Term, TTL shall reduce the Charges by £5.0m (less any deductions made prior to such reduction under paragraph 2.1 of Part C of Schedule 6). The reduction shall be implemented as follows:

Actual Phase 2 Launch is not achieved by the fifth (5th) anniversary of Actual Phase 1 Launch	TTL notifies the Sponsor any time prior to the third (3rd) anniversary of Actual Phase 1 Launch that it will not achieve Actual Phase 2 Launch during the Term
(a) The payment for the final performance period set out in Part B of Schedule 6 shall not be payable; and	Reduction pro-rated across the Charges payable in Years 4 and 5 of the Term.
(b) TTL shall within 30 days of the end of the Term pay the balance	

(For the avoidance of doubt, the reduction of the Charges under paragraph 2.1 (b) above shall continue until the third (3rd) anniversary of Actual Phase 1 Launch, even if TTL notifies the Sponsor any time prior to the third (3rd) anniversary of Actual Phase 1 Launch that it will not achieve Actual Phase 2 Launch during the Term.)

2.3 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve Actual Phase 2 Launch at all or by a date specified in paragraph 2.1 (whichever is applicable) (including for breach of Clause 6.3.2) is as set out in paragraphs 2.1 and 2.2 above.

### **3 CYCLE SUPERHIGHWAYS (Nos. 3 and 7 only)**

3.1 If Actual CS Launch has not occurred by the Target CS Launch Date, TTL shall reduce the Charges by:

- (a) £100,000 for failure to launch by the Target CS Launch Date and then a further £100,000 for each subsequent part or full month until 30 November 2010 (or Actual CS Launch, if earlier); and
- (b) £50,000 for each subsequent part or full month of the Term from 1 December 2010 until Actual CS Launch.

3.2 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve Actual CS Launch (including for breach of Clause 6.3.3) is as set out in Paragraph 3.1 above.

### **4 CYCLE SUPERHIGHWAYS (except Nos. 3 and 7)**

4.1 If Full CS Launch has not occurred by 1 January 2015, TTL shall reduce the Charges by £50,000 for each of the ten Cycle Superhighways (excluding nos. 3 and 7) not delivered at 1 January 2015.

4.2 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve Full CS Launch (including for breach of Clause 6.3.4) is as set out in Paragraph 4.1 above.

### **5 LONDON CYCLE HIRE SCHEME USAGE**

5.1 For the purpose of this section 5 a 'Trip' is an individual journey on an LCHS Bicycle by a user.

5.2 For each Trip below the 'Trip Total Target' calculated in accordance with paragraph 5.3 below, TTL shall reduce the Charges by £0.40. The calculation of the Total Trip Target for Year 1 and the applicable deduction in each Year shall be made following the end of the relevant Year and agreed by the parties through the governance process set out in Schedule 1. The deduction shall be made to the next scheduled invoice under Part B above following such calculation and agreement.

5.3 The Trip Total Target is calculated as follows:

(a) In Year 1:

- The target total Trips for each day during Year 1 ('Daily Trip Target') is calculated by multiplying the actual number of bicycles in the London Cycle Hire Scheme fleet on that day by 5.20547945;
- The Trip Total Target is the sum of all Daily Trip Targets. However, the Trip Total Target cannot be lower than 9.69m or higher than 11.4m.

(b) In subsequent Years the Total Trip Target is 11,400,000 Trips.

For the avoidance of doubt, no Total Trip Target shall apply to any period prior to Actual Phase 1 Launch.

5.4 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve the Total Trip Target is as set out in paragraph 5.2 above.

**6 LONDON CYCLE HIRE SCHEME SERVICE LEVELS**

6.1 For performance below the Service Levels set out in paragraph 6.3 below following Actual Phase 1 Launch, TTL shall reduce the Charges by £5,000 per calendar month per individual Service Level listed in paragraph 6.3. In the event that Actual Phase 1 Launch occurs on a day other than the first day of a calendar month, the applicable reduction and cap for the period to the end of the calendar month in which Actual Phase 1 Launch occurred (and for any part month at the end of the Term) shall be prorated by reference to the number of days in such part calendar month.

6.2 The calculation of the applicable deduction under paragraph 6.1 shall be made for each calendar month based on reporting of the applicable metric by the LCHS Operator provided to the Sponsor under paragraph 2 of Schedule 1.

6.3 The Service Levels are:

No	LCHS Operator Metric	LCHS Operator Service Level	TTL Service Level	Monthly Reduction if TTL Service Level not met
1	The minimum number of Bicycles available shall not drop below 95% of the agreed daily Bicycle requirement throughout a day.	95%	95% of the LCHS Operator Service Level	£5,000 for service level not met. Capped at £5,000
2	When a Bicycle is flagged as requiring repair, it shall either be repaired, or withdrawn and replaced, within four (4) hours.	95%		£5,000 for service level not met. Capped at £5,000
3(a)	A Priority 1 Docking Station shall not be empty during peak hours for a single period longer than thirty (30) minutes.	100% of docking stations not empty for more than 30 minutes		£2,500 for service level not met. Capped at £2,500
3(b)	A Priority 1 Docking Station shall not be full during peak hours for a single period longer than thirty (30) minutes.	100% of docking stations not full for more than 30 minutes		£2,500 for service level not met. Capped at £2,500
4	TTL shall ensure that the availability of all Terminals to the Customer shall be greater than 99% per Month.	99%		£5,000 for service level not met. Capped at £5,000
5	During the peak hours, Terminals shall either be fully repaired or replaced within two	95%		£5,000 for service level not met.

	(2) hours of the identification of any loss of full functionality		Capped at £5,000
6	During the peak hours, Docking Points shall either be fully repaired or withdrawn and replaced within (4) hours of the identification of a local fault	95%	£5,000 for service level not met. Capped at £5,000
7	90% of all applications and registrations shall be processed by the LCHS Operator on behalf of TfL within one (1) working day of receipt.	90%	£5,000 for Barclays service level not met. Capped at £5,000
8	80% of calls into the Contact Centre per day shall be answered by a Customer Service Representative within twenty (20) seconds of the call being received on the switch at the Contact Centre.	80%	£5,000 for service level not met. Capped at £5,000
9	TTL shall ensure that the availability of the Services Website shall be greater than 99.9% per Month.	99.9%	£5,000 for service level not met. Capped at £5,000
10	95% of all Enquiries or Complaints (by e-mail, post and telephone) shall be accurately responded to by the LCHS Operator (on behalf of TTL) within three (3) Working Days of receipt.	95%	£5,000 for Barclays service level not met. Capped at £5,000

The parties agree that such Service Levels are based on a sub-set of the service levels included in TTL's agreement with the LCHS Operator ('LCHS Operator Agreement'), applying the principle that the Service Levels included in this Agreement are set at a level which is 95% of the service level included in LCHS Operator Agreement. The references to Bicycles, Priority 1 Docking Station, Docking Point, Terminal, Services Website, Enquiries or Complaints, Month and Working Days shall be interpreted in accordance with LCHS Operator Agreement.

6.4 The Service Levels set out in paragraph 6.3 and the reductions and caps set out in paragraphs 6.1 and 6.3 above may be changed in accordance with the following process:

- (a) prior to reviewing the service levels in the LCHS Operator Agreement ('LCHS Operator Service Levels'), TTL shall discuss in good faith with the Sponsor possible amendments to such LCHS Operator Service Levels;
- (b) if the LCHS Operator Service Levels are subsequently amended, TTL shall present the list of amended LCHS Operator Service Levels to the Sponsor ('Service Level Menu') and the Sponsor will select no fewer than three service levels from the Service Level Menu ('Service Level Selection');

- (c) the first two columns of the table in paragraph 6.3 above shall be amended to the Service Level Selection and the Service Level Selection shall be deemed incorporated into this Agreement as the amended LCHS Operator Service Levels ('Replacement Service Levels');
- (d) the applicable monthly reduction for performance below the Replacement Service Levels for the purposes of paragraphs 6.1 and 6.3 above (and the applicable monthly cap for the purposes of paragraph 6.3 above), shall be £500,000 divided by the total number of Replacement Service Levels, divided by 10, per individual Replacement Service Level; and
- (f) the Replacement Service Levels shall be implemented as from the date on which the corresponding amended LCHS Operator Service Levels are implemented by TTL with the LCHS Operator. The parties, acting reasonably, shall agree the apportionment of the applicable monthly caps, should the Replacement Service Levels be implemented other than on the first day of a calendar month.

(To the extent that the principle that a Replacement Service Level shall be set at a level which is 95% of the corresponding LCHS Operator Service Levels cannot reasonably be applied, the Sponsor and TTL shall discuss the target in good faith.)

6.5 The parties agree that TTL's entire liability, and the Sponsor's sole and exclusive remedy, for a failure to achieve the Service Levels is as set out in paragraphs 6.1 to 6.4 (inclusive) above.

**7 CAPS ON CLAW BACKS**

Claw backs under sections 1 to 6 of Part C are subject to the following caps:

- (a) Section 1: £0.5m
- (b) Section 2: £5.0m
- (c) Sections 3 and 4: £2.5m
- (d) Section 5: £500,000 per Year
- (e) Section 6: £500,000 per Year

## SCHEDULE 7

### LONDON CYCLE HIRE DETAILS

From Summer 2010 a cycle hire scheme will launch with bicycles available for hire from dedicated docking stations in Central London. These docking stations will be located on a combination of existing areas of pavement and some car parking spaces, as well as on private land, for example outside hospitals and colleges.

It is planned that anyone aged 14 or over may use the scheme. Information on journey times to key destinations and cycle routes will be made available at each docking station.

The scheme will be built, operated and maintained by a service provider on behalf of TfL. The Mayor will set user charges for the scheme and may vary them from time to time. To use the scheme there will be an access fee starting from £1 for 24-hour access to £45 for annual access. Currently the first 30 minutes of every journey will be free with usage charges increasing thereafter to encourage short trips.

Each bicycle will be locked into a docking point at a docking station and may only be released to users registered as members of the scheme, or occasional users who have made payment to use the scheme, normally via a docking station terminal.

Members will get the benefit of easier and faster access to the bicycles without the need to use the terminal. Currently this is achieved through a chip-enabled Key that can be inserted into a docking point to release a bicycle.

There will be a cycle hire website and contact centre to assist users and respond to any queries.

The plan is to develop the cycle hire project through:

- the launch of a 'safety and how to hire' video provided on the internet and for use at a number of road shows;
- promotion of a code of conduct to encourage responsible use;
- information on a range of recommended routes and on how to navigate complex junctions/gyratory systems in the Central London area; and
- increased cycle training to be delivered through the boroughs.

TfL intends to continue working closely with policing partners to ensure that users ride safely and responsibly.

It is envisaged that the scheme will provide a genuinely sustainable alternative to public transport and the car in the capital and encourage more Londoners to cycle.

## SCHEDULE 8

### CYCLE SUPERHIGHWAYS DETAILS

Cycle Superhighways are designed to provide direct routes for cyclists into central London from outer London. The first two pilot routes, CS3 and CS7, are scheduled to open in Summer 2010 with up to ten more being introduced by 2015. By then, they could be supporting up to 120,000 cycle trips every day.

These Cycle Superhighways will be well marked along popular commuter routes into Central London. There will be new signage and road markings and information about journey times and links to other cycling routes.

TfL will be improving road surfaces and reducing obstructions along the routes.

Cycle Superhighways will be clearly visible and will highlight the likely presence of cyclists to other road users as well as making them easy to follow.

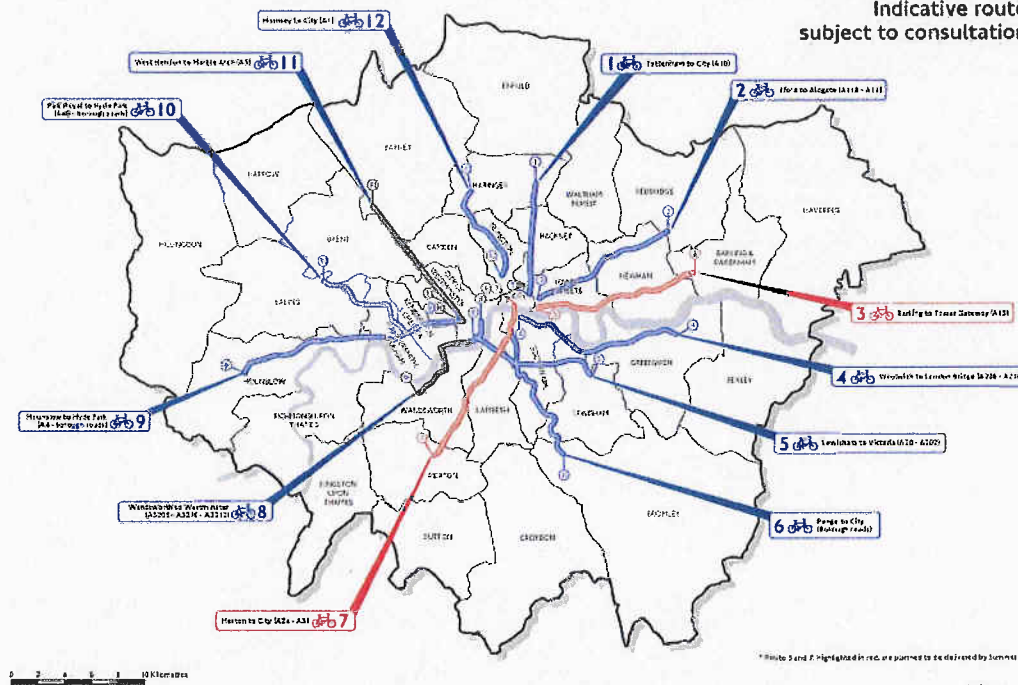
The aim is for Cycle Superhighways to be at least 1.5m wide and to provide continuous lanes at most junctions, advanced stop boxes, and signals to help keep cyclists safe.

The Cycle Superhighways will be accompanied by a package of home and work-end smarter travel measures which it is envisaged shall include the provision of cycle training, parking and maintenance to address the increase in demand from residents living near the new infrastructure. The measures aim:

- to raise awareness of the Cycle Superhighways amongst the target market
- to improve the image, perception and safety of cycling amongst commuters of all modes using the routes
- to promote and facilitate mode shift to cycling and thereby reduce congestion on other modes
- to identify and break down barriers to cycling at home and work ends of the Cycle Superhighways

### Cycle Superhighways

Indicative routes  
subject to consultation\*



Signed by [REDACTED]  
for and on behalf of  
BARCLAYS BANK PLC

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)  
)

[REDACTED]  
Director

Signed by David Brown  
for and on behalf of  
TRANSPORT TRADING LIMITED

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)  
)  
)

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