

Dear Sirs,

Transport Trading Limited, registered number 01900907, whose registered office is at 55 Broadway, London, SW1H 0BD (the “**Authority**”) and Hill and Knowlton Limited, a private limited company incorporated in England, registered number 00953243, whose registered office is at The Buckley Building, 49 Clerkenwell Green, London, EC1R 0EB (the “**Sponsor**”) (together the “**Parties**”) agree to the Authority’s grant of the Benefits to the Sponsor in return for the Sponsor’s payment to the Authority of the Sponsorship Costs relating to a one-day activation within Shepherds Bush Underground Station as set out in the commercial terms below and general terms appended (the “**Agreement**”).

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

## COMMERCIAL TERMS

1. **Activation Station** means: The London Underground stations in which the Authority grants the Sponsor the Benefits; namely: Shepherds Bush

2. **Benefits** means:

*For the duration of the Sponsorship Period as defined below and in consideration of the Sponsorship Costs being paid in accordance with Clause 3 below, the Authority shall provide and shall procure the following for the benefit of the Sponsor. Any of the following rights and related designs are subject to final approval by the Authority which shall not be unreasonably withheld or delayed.*

1. ***Shepherds Bush Station 19th May inclusive, or such other date as the Parties may jointly agree***

*The Sponsor shall have the right to display branding in each of the following locations or such other location as the Parties may agree in good faith.*

- 3 x roundel signs within the Activation Station
- 2 x quad royal tube maps within the Activation Station
- 2 x station whiteboards within the Activation Station

3. **Intellectual Property Rights** means:

The Authority hereby grants The Sponsor the right to use the London Underground Roundel and The Tube Map in the formats and dates specified:

- Social Media: 17th May – 31<sup>st</sup> May or such other date as agreed between the Parties
- Digital Advertising 17th – 31<sup>st</sup> May or such other date as agreed between the Parties
- Press: 17th May – 31<sup>st</sup> May or such other date as agreed between the Parties

The Sponsor shall work with the Authority to assist the Authority in ensuring that any of the above activations do not infringe on the health and safety of customers and staff and shall adapt activations where necessary to comply with health and safety standards are met. For the avoidance of doubt, health and safety at the Activation Station during the Sponsorship Period remains the responsibility of the Authority for the purposes of this Agreement.

4. **Sponsorship Costs** means £45,000 plus VAT payable within 30 days of receipt of a valid invoice by the Sponsor.
5. **Production Costs** £5,000 plus VAT payable within 30 days of receipt of a valid invoice by the Sponsor.
6. **Sponsorship Period** means the period commencing on 00:01 and continuing until 23:59 on 19<sup>th</sup> May 2021 inclusive or such other date as mutually agreed between the Parties.
7. **Project** means the delivery of the Benefits in the Activation Station during the Sponsorship Period.

**SIGNED FOR AND BEHALF OF THE PARTIES**

Transport Trading Limited



.....  
Duly authorised signatory  
for the Authority



.....  
Duly authorised signatory  
for the Sponsor

## APPENDIX 1 - GENERAL TERMS

1. The Authority shall deliver each element of the Benefits to the Sponsor including without limitation ensuring that all relevant Sponsor trademarks and branding, signage and advertising is properly in place, fully operational and not concealed.
2. The Authority agrees that it shall promptly inform and keep the Sponsor informed of any material developments or changes which might reasonably be capable of affecting the Sponsor's full enjoyment of the Benefits in which case the Sponsor may elect at its sole discretion to take an alternative benefits package of equal value or terminate this agreement and receive full refund of the Sponsorship Costs unless otherwise agreed between the Parties.
3. The Sponsor shall be solely liable to pay the Sponsorship Costs in accordance with this Agreement.
4. Either Party may terminate this Agreement at any time if: (a) the other Party goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy.
5. The Sponsor shall remain liable for reasonable cost incurred in the event that the Authority gives valid notice of termination to the Sponsor in the case of the Sponsor's material breach of this Agreement pursuant to the terms of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or at the presentation of a petition for its winding-up or bankruptcy.
6. Any of the Parties may terminate this Agreement with immediate effect in the event that one of the other Parties:
  - a. commits a material breach of this Agreement and fails to remedy such breach within 14 days of notice given by the other ; or
  - b. if such breach is remediable fails to remedy that breach within a period of 30 days after being notified to do so.In the event of termination, all rights of one Party to use any of the other Party's trademarks or other intellectual property ends immediately.
7. None of the Parties shall be deemed to be in breach of this Agreement for any reason beyond that Party's reasonable control, including without limitation, acts of God, fire, national or local disaster. In an event beyond the reasonable control of either party due to Covid 19 the Parties shall work together to mitigate any impact and shall have the right to reschedule the Activation.
8. The Parties shall indemnify each other in respect of all claims, damages, costs (including (without limitation) legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of death, personal injury or damage to property (and consequential loss)) resulting from any breach of this Agreement, negligence, or breach of statutory or other duty by one of the other Parties or any person acting on that Party's behalf.
9. Except in the case of (a) damage to, loss or destruction of real property or tangible personal property; (b) death or personal injury caused by negligence on the part of either Party or any of its employees, agents or contractors; (c) any fraudulent act or omission of a party, negligence, or wilful misconduct including a wilful or deliberate breach of this Agreement; (d) clause 13 (Confidentiality) and 14 (Compliance); and any loss, damage, cost or expense that may not otherwise be limited or excluded by applicable law, the Parties agree that, the aggregate liability of each party to the other party in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or for any other common law or statutory cause of action or otherwise arising by reason or in connection with this Agreement shall be limited to the Sponsorship Costs.

10. Subject to clause 9 under no circumstances shall either Party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

- (a) loss of revenue or anticipated revenue;
- (b) loss of savings or anticipated savings;
- (c) loss of business opportunity;
- (d) loss of profits or anticipated profits;
- (e) wasted expenditure; or  
any indirect or consequential losses.

11. None of the Parties shall do anything to impair the rights of any of the other Parties in their trademarks or other intellectual property and none of the other Parties shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Company, save for any intellectual property rights existing in the Authorities trade marks, station name and branding. In the performance of its obligations under this Agreement, neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party.

12. Each of the Parties hereby acknowledge and accept that each party owns all rights, titles and interests in and to its own respective intellectual property and in any derivative works thereto including but not limited to trademark rights, copyright etc.

13. Each party undertakes that it shall not, at any time during this Agreement and for a period of 5 years after termination of this Agreement, disclose to any person any Confidential Information that has been disclosed to it for the purpose of entry into or performance of this Agreement except as permitted by clauses 13(a) and 13(b).

a. Each party may disclose the other party's Confidential Information:

- i. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement on a need to know basis. Each party shall ensure that each of its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information complies with this clause; and
- ii. as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange provided that the disclosing party notifies the other party in advance of the disclosure if permitted.

b. The parties agree that the obligations set out in clause 13(a) shall not apply to any confidential information which:

- i. is, or subsequently becomes, public knowledge other than through a breach of this Agreement by the receiving party;
- ii. the receiving party can demonstrate, to the reasonable satisfaction of the disclosing party, was known by the receiving party prior to disclosure by the disclosing party and that the receiving party was not under any obligation of confidence in respect of such information;
- iii. the receiving party can demonstrate, to the reasonable satisfaction of the disclosing party, was disclosed to the receiving party by a third party not under an obligation of confidence to the disclosing party or its group;
- iv. the receiving party can demonstrate was developed independently of and without reference to any confidential information provided to the receiving party by the disclosing party; or

- v. the parties agree in writing is not confidential.
- c. Each party agrees to use the other party's confidential information only for the purpose of performing its obligations under this Agreement.

14. In performing their obligations under this Agreement each Party shall:

- a. comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977) and maintain its own policies and procedures in this respect;
- b. as soon as reasonably practicable report to each other any offer, request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this Agreement;
- c. ensure that any person associated with either party who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-corruption terms;
- d. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015 and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
- e. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- f. include in its contracts with its subcontractors and suppliers applicable and appropriate anti-slavery and human trafficking provisions.

Breach of this clause 14 shall be deemed a material breach of the Agreement.

15. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any separate business arrangement with employees, officers or agents of the Authority without the Authority's written approval. the Authority acknowledges and agrees that nothing in this Agreement shall be construed as in any way restricting the editorial discretion and activities of the Sponsor and its group..
16. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery or first class post addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.
17. The parties may not assign any of their rights or duties under this Agreement without the prior written consent of both of the other Parties, which shall not be unreasonably withheld or delayed.
18. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
19. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.

20. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
21. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
22. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
23. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

## **Appendix 2 HEALTH AND SAFETY**

1. The Sponsor shall (and shall ensure that all agents, employees, contractors and representatives shall):
  - (a) prior to entering or working at Shepherds Bush Station (the "**Activation Station**") or at any of the Authority's property, first report to the Authorised Representative, and act subsequently under the direction of the Authority's officials at all times;
  - (b) observe the Authority's byelaws and any and all applicable laws, byelaws and health and safety requirements relating to the Authority' property and premises including without limitation the LU Method Statement and Risk Assessment attached to this Licence.
  - (c) comply with the Authority's policy of no smoking and the policy in respect of alcohol and drugs in force from time to time;
  - (d) on completion of the Activity, report to the Authorised Representative to sign out and hand in any permits or passes;
  - (e) be responsible at all times for the safekeeping of its own equipment;
  - (f) ensure all personal belongings remain with the event staff at all times;
  - (g) ensure that all event staff have photo identification (e.g. passport or driving licence) with them on arrival at the Location, as this will be required to sign in, and whilst at the Location;
  - (h) ensure that the Location is left in a clean and tidy state, and that all rubbish or waste associated with the Activity has been removed; and
  - (i) comply with the Authority's Code of Conduct attached in Schedule 3 whilst undertaking the Activity.
2. The Sponsor shall not (and shall ensure that all agents, employees, contractors and representatives shall not):
  - (a) interfere with the running of the Authority' business or the comfort and convenience of the Authority's customers;
  - (b) cause noise or disturbance to the occupiers of adjoining premises;
  - (c) without the consent of the Authorised Representative, use any mains electrical supply;
  - (d) bring on to the Authority's premises any kind of weapon or firearm, real or artificial; and

- (e) damage the Location and must leave the Location in a clean and tidy condition; and
- (f) have or be granted access to any non public areas, as identified by the Authorised Representative, at the Location without the prior written approval from the Authority.