

18th July 2018

Visa Europe Limited
1 Sheldon Square
London
W2 6TT

Dear Sirs

Transport Trading Limited, registered number 01900907, whose registered office is at 55 Broadway, London, SW1H 0BD (the "**Authority**") and Visa Europe Limited, a private limited company incorporated in England, registered number 0513996, whose registered office is at 1 Sheldon Square, London W2 6TT (the "**Sponsor**") (together the "**Parties**") agree to the Authority's grant of the Benefits in return for the Sponsor's payment to the Authority of the Sponsorship Costs relating to the 48-hour renaming of Southgate 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. **Benefits** means:

For the duration of the Sponsorship Period and in consideration of the Sponsorship Costs being paid in accordance with Clause 3 below, the Authority shall procure the following:

1. **Station Renaming**

- 16 roundels on the platforms Southgate station will be renamed 'Gareth Southgate' with a vinyl message above the roundel reading 'Visa welcomes home the England team'.
- The external roundel on a plinth will be renamed 'Gareth Southgate'
- An easel will be erected in the ticket hall of Southgate station with vinyl of the renamed roundel and Visa message
- Visa will have an agreed message running along the bottom of DMI screens
- PA announcements will read out an agreed message once every hour
- Installation and removal of all of the above.
- Provide a photographer and videographer to capture the renaming during early Morning of Monday
- Online adverts on the TfL.gov.uk homepage for 1 million impressions

2. **Press and social activation**

- A minimum of three tweets from @tfl on Monday and two from @tfl on Tuesday
- A minimum of four tweets directly from @piccadillyline across the two days (separate from retweets)
- A minimum of one Facebook Post from transport for London on Monday
- A minimum of two Instagram posts from Transport for London across the two days
- A joint press release for Monday 16th July 2018
- The wording for these posts and press releases shall be agreed with Visa.

For the duration of the Sponsorship Period the Authority grants the Sponsor the rights to;

Activate in station

- Photographs and video
- Contactless charity donations
- Access for a Gareth Southgate lookalike to engage with customers in the ticket hall area

Activate in press and online

- Social media


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 Southgate station during the Sponsorship Period remains the responsibility of the Authority for the purposes of this Agreement.


3. **Sponsorship Costs** means £80,000 plus implementation costs £9,865.91 plus VAT payable within 45 days receipt of a valid invoice.
4. **Sponsorship Period** means the period commencing on 00:01 16 July 2018 and continuing until 23:59 17 July 2019 inclusive.
5. **Project** means the temporary renaming of Southgate station to Gareth Southgate Station.

SIGNED FOR AND BEHALF OF THE PARTIES

Transport Trading Limited


.....
Duly authorised signatory
for the Authority

Visa Europe Limited


.....
Duly authorised signatory
for the Sponsor **SUNDEEP KAUR**

APPENDIX 1 - GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs in accordance with this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
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; (b) the other Party demonstrates or declares, whether by words or its actions, that it shall not be adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to either Party by reason of the conduct of, or adverse publicity about the other Party, by giving such other Party notice in writing to bring the Agreement to an end immediately, and in such circumstances where the Authority is the terminating Party, the Authority shall be entitled to retain fees already paid provided always that the Sponsor's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
5. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Project; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach 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. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
7. Neither Party shall be deemed to be in breach of this Agreement for any reason beyond that Party's reasonable control, including without limitation, act of God, fire, national or local disaster. 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 either Party or any person acting on that Party's behalf.

8. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 10, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
9. The Parties shall indemnify each other and hold each other harmless against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by either Party as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the other Party's marks or any content (such as text, graphics or photography) supplied by such other Party infringes the intellectual property rights of a third party.
10. The Parties agree to take whatever measures are reasonably necessary to preserve the confidentiality of any confidential information including any trade or business secret or other information by its nature or expressed to be confidential supplied by either Party to the other and the Parties agree not to disclose to any third party without the prior written consent of the other party any such confidential information. The Sponsor gives its consent for the Authority to publish this Agreement.
11. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
12. 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.
13. The parties may not assign any of their rights or duties under this Agreement without the prior written consent of the other Party, except insofar as the Sponsor may assign, novate or otherwise dispose of its rights and/or obligations under this Agreement in full or in part, without seeking prior consent, to a Visa Group Member, being any entity which is wholly owned, directly or indirectly, by Visa Inc.

14. 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.
15. 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.
16. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
17. 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.
18. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
19. 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 Southgate Station (the "**Location**") 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's 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.