

DATED

2014

ENGLAND RUGBY 2015 LIMITED

- and -

E20 STADIUM LLP

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VENUE HIRE AGREEMENT

in relation to the  
IRB Rugby World Cup 2015

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**England**  
**2015**



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**THIS AGREEMENT** is made on the

day of

2014

**BETWEEN**

- (1) **ENGLAND RUGBY 2015 LIMITED** a company registered in England and Wales under number 06777896 whose registered office is at Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA (**ER2015**); and
- (2) **E20 STADIUM LLP** a limited liability partnership registered in England and Wales under number OC376732 whose registered office is at Level 10, Stratford Place, Montfichet Road, London E20 1EJ (the **Venue Owner**).

**WHEREAS**

- (A) RWCL is the owner of the Tournament and the owner of the right to stage and organise the Tournament, the Marks, the Commercial Rights, the right to the Commercial Rights Income and any other rights connected with the Tournament.
- (B) The RFU has been awarded the right to stage and organise the Tournament by RWCL pursuant to the HUA. The RFU is responsible to RWCL under the HUA for staging the matches comprising the Tournament, including the provision of the venues at which the matches will be staged. The RFU has agreed to indemnify RWCL for any losses suffered by RWCL (including the loss of Commercial Rights Income) as a result of any breach or non-performance of the HUA by the RFU (such as a failure to provide the venues required for the staging of the Tournament).
- (C) ER2015, a wholly-owned subsidiary of the RFU, has been appointed by the RFU to organise the Tournament on its behalf and to perform its obligations under the HUA including, in particular, to procure the venues required for the staging of the Tournament.
- (D) The Venue Owner is the owner of a 99-year leasehold interest in the Venue.
- (E) ER2015 wishes to stage Tournament matches at the Venue and the Venue Owner has agreed to carry out certain works to the Venue and host Tournament matches at the Venue subject to and in accordance with the provisions of this Agreement.

**NOW IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

**Ambush Marketing** means any activity, relationship, connection or conduct, whether direct, implied or inferred that has not been authorised by RWCL and:

- (a) which either directly or indirectly exploits or attempts to exploit the intellectual property and/or goodwill (whether to gain a benefit, or otherwise) related to the Tournament and/or RWCL;
- (b) which creates or intends to create and/or suggests or is capable of suggesting (actually or by implication) an association with the Tournament such that members of the public would reasonably believe the Venue Owner or such third party (as the case may be) to be a RWCL Licensee and/or proceeding with the approval of RWCL; and/or
- (c) which diminishes and/or has the potential to diminish the status of the Tournament, RWCL and/or the RWCL Licensees including but not limited any offering, giving away, or selling of tickets, hospitality, premiums, product samples and/or other marketing

materials in connection with the promotion of goods or services or otherwise and/or any direct and express reference to the Tournament that has not been authorised by RWCL;

**Background Materials** means:

- (a) any work product created by the Venue Owner in respect of the Venue Owner's Construction Works and the Venue Owner's Overlay Works; and
- (b) those works or parts of works severable from the Works and comprising Intellectual Property subsisting prior to the date of this Agreement and/or developed independently of the Venue Owner's obligations under this Agreement;

**Business Day** means Monday to Friday (excluding public holidays in England);

**Category A Match** means a pool match between two Tier One Nations;

**Category B Match** means a pool match between a Tier One Nation and Team which is not a Tier One Nation;

**Captain's Runs** means practice sessions at the Venue for each participating team the day before the Match (requiring access to the pitch and the associated playing facilities and changing rooms) lasting approximately one hour per team and which will be light training sessions with no scrums or line-outs and which may be open to the media and other accredited personnel;

**CDM Regulations** means the Construction (Design and Management) Regulations 2007 (SI 2007 Number 320) and the Health and Safety Commission's approved code of practice relating to the said regulations;

**Clean** means:

- (a) free from any name given to or used by the Venue (but not for the avoidance of doubt in respect of the Test Event) which suggests or implies an association between the Venue or part of the Venue and any person, product, service or brand (**Commercial Name**);
- (b) free of any and all advertising and/or promotional and/or branding materials, logos, names or other identification for any entity, product or service in any form or medium (**Branding**); and
- (c) without constraint or limitation on the exercise by RWCL of the Commercial Rights including free from any rights or activities or occupiers or incumbents (including leases, reserved seating agreements, debenture holders, priority access rights holders, season ticket holders, tenants, supply and merchandising agreements, hospitality agreements and/or any food, beverage and catering agreements) which in any way compete with, limit, hinder or detract from the exercise of the Commercial Rights by RWCL or its licensees (**Encumbrances**);

**Commercial Rights** means any and all rights in relation to the Tournament of the nature described in Schedule 7 (and, for the avoidance of doubt, all such rights are owned by RWCL);

**Commercial Rights Income** means any and all income and/or benefits and/or other consideration in respect of and/or derived from the Commercial Rights;

**Confidential Information** means this Agreement and all information relating to a Party (including, in the case of ER2015, the IRB, RWCL and any RWCL Licensee and in the case of the Venue Owner, Newham Legacy Investments Limited, the London Borough of Newham, the London Legacy Development Corporation and any other member of the Greater London Authority family) which is supplied by or on behalf of that Party to the other Party (whether before



or after the date of this Agreement), either in writing, orally or in any other form, directly or indirectly from or pursuant to discussions with the other Party or which is obtained through observations made by the receiving Party and includes all analyses, compilations, studies and other documents whether prepared by or on behalf of a Party which contain or otherwise reflect or are derived from such information PROVIDED THAT Confidential Information shall not include, or shall cease to include (as the case may be), any information which:

- (a) is already in the public domain or which subsequently enters the public domain otherwise than as a result of disclosure by a Party in breach of this Agreement;
- (b) is already known to the disclosing Party (as evidenced by written records) and was not otherwise acquired by that Party under any obligations of confidence;
- (c) is at any time after the date of this Agreement acquired by the disclosing Party from a third party having the right to disclose the same to the disclosing Party without breach of any confidentiality obligation owed by that third party;
- (d) is required to be disclosed by applicable law; or
- (e) the Parties agree in writing is not confidential or may be disclosed;

**Consents** means all consents, licences, permissions, approvals and authorisations (including for the avoidance of doubt any planning permission) necessary for commencing, carrying out and retaining the Venue Owner's Construction Works, the Venue Owner's Overlay Works, the ER2015 Overlay Works (as the case may be) or the staging of the Matches at the Venue;

**Critical Decision Dates** means the dates referred to in Schedule 10 (and the expression the **relevant Critical Decision Date** shall be construed accordingly);

**Critical Decision Milestones** means the milestones referred to in Schedule 10 corresponding to the relevant Critical Decision Date (and the expression the **relevant Critical Decision Milestone** shall be construed accordingly);

**Customer Data** means names, addresses, profiling and any and all related information obtained as a result of the Commercial Rights;

**Database Rights** means the rights recognised and defined as a species of intellectual property arising under the Copyright Designs and Patents Act 1988 and/or the Copyright and Rights in Databases Regulations 1997;

**Diamond League Meeting** means the athletics and/or parathletic event that may be staged by UK Athletics in the Venue in 2015, the provisional date of which is 24 to 26 July 2015;

**ER2015 Overlay Works** means any overlay works to be carried out by ER2015 to the Venue in accordance with this Agreement;

**ER2015 Royalty** means the royalty payable by the Venue Owner to ER2015 in respect of the provision of Spectator Catering on Match Days (but not, for the avoidance of doubt, in respect of the Test Event), as set out in paragraph 1.5 of Schedule 6;

**Exclusive Use Period** means the period set out in paragraph 1.1 of Schedule 2;

**Force Majeure** means any circumstances not reasonably foreseeable at the date of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the affected party including without limitation, any strike or lock-out or industrial action of whatever nature (which is not due to any party to this Agreement or any associates, agents, representatives or employees of a party), accidental fire, storm or tempest,

act of God, explosion, sabotage, flood, earthquakes, subsidence, epidemic or other natural physical disaster, structural damage, failure of power supplies, war, act of terrorism, riot, crowd disorder or civil commotion;

**HUA** means the Host Union Agreement dated 28 July 2009 and made between RWCL and the RFU (and all agreements in writing supplemental thereto) pursuant to which the RFU was granted the right to stage and organise the Tournament;

**Intellectual Property** means all rights in relation to any and all patents, trademarks, service marks, logos, rights in designs, get-up, trade names, domain names, goodwill associated with the foregoing, copyright (including rights in computer software) and moral rights, rights in inventions, utility models, rights in know-how, trade secrets and other confidential information, rights in databases and other intellectual property rights in each case whether registered or unregistered and all rights or forms of protection having equivalent or similar effect anywhere in the world, and registered includes registrations and applications for registrations;

**IRB** means the International Rugby Board and/or its operating entity, IRFB Services (Ireland) Limited;

**IP Claim** means any dispute or contractual, tortious or other claims or proceedings (whether or not legal proceedings are instituted, including mediation and arbitration, and if such proceedings are instituted, irrespective of the means, manner or nature of any proceedings settlement, compromise or determination) brought by a third party alleging that the Works or the performance by the Venue Owner of its obligations under this Agreement or any other product service or material supplied by the Venue Owner under this Agreement infringes that third party's Intellectual Property;

**Key Objectives** means ER2015's key strategic goals for the Tournament, being:

- (a) delivering an operationally excellent tournament;
- (b) achieving capacity crowds and achieving the budgeted financial result or better;
- (c) inspiring a nationwide Rugby World Cup festival;
- (d) creating enduring benefits; and
- (e) the delivery of the Tournament to the standard (such standard to be assessed by reference to when the Tournament is held) befitting the reputation and stature of the Rugby World Cup, being one of the top five global international sporting events;

**Law** means any common law, statute, regulation, by-law, ordinance or other subordinate legislation in force in England (including any relevant and applicable European Union legislation and decisions from time to time);

**Marks** means the marks, logos, emblems, trophies, cups, devices, and mascots in relation to the Tournament owned by RWCL from time to time;

**Main Contractor** means the lead tier one building contractor appointed by the Venue Owner in respect of the Venue Owner's Construction Works and other works;

**Matches** means (subject to the provisions of Schedule 2) the Tournament matches to be staged at the Venue;

**Match Day** means the day on which a Match takes place at the Venue;

**Match Day Services** means the services and facilities to be provided by the Venue Owner in respect of the staging of the Matches and the Test Event as set out in Schedule 5;

**Normal Working Hours** means the hours of 7am – 6pm on Mondays to Fridays (inclusive) and the hours of 7am-1pm on Saturdays;

**Operational Plans** means the operational plans referred to in Schedule 9 and such other operational plans in respect of the use of the Venue in connection with the Matches (subject to Schedule 2) and the Test Event as may be reasonably required by ER2015 from time to time;

**Overlay Works** means the Venue Owner's Overlay Works and the ER2015 Overlay Works;

**Park** means the Queen Elizabeth Olympic Park, Stratford, London;

**Parties** means the parties to this Agreement;

**Personnel** means the Venue Owner's and its subcontractors' and/or suppliers' personnel (including representatives, employees and agents) used to perform any of the Venue Owner's obligations under this Agreement;

**Pitch** means the Desso Grassmaster pitch to be installed at the Venue by the Venue Owner as part of the Venue Owner's Construction Works, details of which are set out in Schedule 3 to this Agreement;

**Plans** means the plans of the Venue annexed to this Agreement at Schedule 1;

**Project Manager** means such person firm or company as may from time to time be employed by the Venue Owner as architect or employer's agent in connection with the Venue Owner's Construction Works;

**Relationship Managers** means the individuals listed in Schedule 8, as may be changed from time to time pursuant to this Agreement;

**Retractable Seating** means the retractable seating to be installed by the Venue Owner in the lower bowl of the Venue as part of the Venue Owner's Construction Works and which allows the lower bowl seating to be reconfigured depending on whether athletics events or ball sports events are held at the Venue, details of which are set out in Schedule 3;

**RFU** means the Rugby Football Union of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA;

**RWCL** means Rugby World Cup Limited (the owner of the Tournament, the right to stage and organise the Tournament, the Marks, the Commercial Rights, the right to the Commercial Rights Income and any other rights connected with the Tournament), a company duly incorporated under the laws of the Isle of Man and having its principal place of business at 1st Floor, Huguenot House, 35-38 St Stephen's Green, Dublin 2, Ireland;

**RWCL Licensee** means any person having any licence from RWCL in connection with the Commercial Rights;

**Services** means the provision by the Venue Owner of:

- (a) the Match Day Services;
- (b) the Test Event Services;
- (c) the Spectator Catering; and

- (d) such other works or services to be provided by or on behalf of the Venue Owner pursuant to any Operational Plan approved by ER2015 or such other similar and ancillary works or services as may reasonably be required by ER2015 from time to time pursuant to this Agreement

but excluding, for the avoidance of doubt, the Venue Owner's Construction Works and the Venue Owner's Overlay Works;

**Spectator Catering** means the provision of food and beverage product items on Match Days to ticket-holding spectators at the Venue at the cost of the relevant customer (and for the avoidance of doubt Spectator Catering shall not include the provision of food and beverage provided as part of any corporate hospitality and/or other hospitality or privileged access service at the Venue on the Match Days or the provision of food and beverage product items for the duration of the Test Event);

**Sports Performance** means any method existing now or hereafter developed for communicating, predicting, regulating, analysing, measuring or otherwise representing the athletic performance and related incidents of players who are members of a Team eligible to participate in the Tournament;

**Stadium Contribution** means the sum of £155,000;

**Stadium Specification** means the specification for the Venue appended to this Agreement at Schedule 3 to this Agreement;

**Stadium Operator** means such entity that may be appointed by the Venue Owner from time to time under a service concession or other contractual arrangement to have overall responsibility on behalf of the Venue Owner to manage, maintain and operate the Venue and maximise its utilisation for commercial and community purposes;

**Team** means the team of each national rugby union participating in the Tournament, and shall include all players, officials, support personnel and other personnel who make up the team;

**Test Event** means as defined in Clause 8.4;

**Test Event Fee** means the variable costs properly incurred by the Stadium Operator directly in respect of the staging of the Test Event (as demonstrated to ER2015 on an open book basis) up to a maximum sum of [REDACTED]

**Test Event Services** means as defined in Clause 8.4A;

**Tier One Nations** means Argentina, Australia, England, France, Ireland, Italy, New Zealand, Scotland, South Africa and Wales;

**Tournament** means the finals of the Rugby World Cup tournament to be held in September and October 2015 in England and Wales and known as the "IRB Rugby World Cup 2015", including the Matches and all other aspects of the Tournament;

**Tournament Stakeholders** includes the IRB, RWCL, RWCL's Licensees, the RFU, ER2015, Teams, local authorities, venue owners or operators, training facility owners or operators, media, the police, security providers, emergency services, ER2015's contractors (and their subcontractors), and all other Tournament stakeholders;

**VAT** means value added tax or any other tax of a similar nature;

**Venue** means the venue described in Schedule 1;

**Venue Hire Fee** means the amount described in Schedule 4;

**Venue Owner's Construction Works** means the works to be carried out by the Venue Owner (at no additional cost to ER2015 as part of the Venue Hire Fee) to the Venue (and forming part thereof) to make the Venue meet the Stadium Specification;

**Venue Owner's Overlay Works** means the overlay works forming part of the Stadium Specification;

**Volunteers** means any members of ER2015 official volunteering programme deployed at the Venue in connection with the staging of the Tournament; and

**Works** means (if applicable) any work product created by the Venue Owner, its contractors, subcontractors, suppliers and/or the Personnel (whether individually or in conjunction with any other persons) exclusively in connection with the performance of the Venue Owner's obligations under this Agreement, whether now existing or brought into being in the future (including drawings, sketches, slides, documents, reports, designs, videos, transparencies, photos, graphics, logos, typographical arrangements, computer programming and software and/or all other works and materials in whatever form, including hard copy and electronic form) but excluding the Background Materials or the Operational Plans.

1.2 In the interpretation of this Agreement, unless the context otherwise requires:

- (a) a reference to a clause or a Schedule is to a clause or Schedule of this Agreement and a reference in a Schedule to a paragraph is a reference to a paragraph in that Schedule;
- (b) person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, and a local or central government department, governmental body, authority or agency, in each case whether or not having a separate legal personality;
- (c) a reference to a Party includes the person's executors, administrators, successors and permitted assigns;
- (d) the headings and preambles of clauses and paragraphs are for ease of reference only and are to be ignored in the interpretation of this Agreement;
- (e) the word "including" and similar words do not imply any limitation;
- (f) the singular includes the plural and vice versa;
- (g) a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether made before or after this Agreement);
- (h) a reference to any document or agreement (including this Agreement) includes a reference to that document or agreement as amended, novated or replaced from time to time;
- (i) where there is an obligation in this Agreement requiring ER2015 to act reasonably it shall be relevant for determining whether a refusal of consent by ER2015 is reasonable to consider whether RWCL has lawfully withheld its consent to the relevant matter under the terms of the HUA.

## **2 APPOINTMENT AND DURATION**

### **2.1 Appointment as official Tournament venue:** Subject to and in consideration of:

- (a) the provision of the Venue in accordance with the Stadium Specification;
- (b) the provision of the Venue Owner's Overlay Works in accordance with the Specification of the Venue Owner's Overlay Works agreed pursuant to Clause 9.2;
- (c) the performance of the Services;
- (d) the grant, acknowledgement, waiver or assignment (as the case may be) of the various commercial rights in relation to the Tournament set out in Clauses 10.2 and 14; and
- (e) the performance of the Venue Owner's other obligations under this Agreement

by or on behalf of the Venue Owner in accordance with the terms of this Agreement, ER2015 agrees to pay to the Venue Owner the Stadium Contribution, the Venue Hire Fee, the Test Event Fee and the other amounts expressly provided in this Agreement to be payable from time to time by ER2015 to the Venue Owner.

### **2.2 Duration of this Agreement:** This Agreement shall have effect from the date hereof and, unless terminated earlier in accordance with its terms, shall continue until 31 December 2015 (except those obligations expressed in Clause 29.5, which will survive the expiry or termination of this Agreement).

## **3 DELIVERY OF VENUE TO STADIUM SPECIFICATION**

3.1 [not used]

3.2 [not used]

### **3.3 Variations to Stadium Specification:** The Venue Owner shall not make any variation to the Stadium Specification otherwise than in accordance with this Clause 3.1:

- (a) the Venue Owner shall provide ER2015 with reasonable prior written notice of any variations to the Stadium Specification proposed by the Venue Owner;
- (b) the Venue Owner shall obtain the prior written consent from ER2015 before making or authorising any variation to the Stadium Specification at any time that would lead to:
  - (i) any seat kills; or
  - (ii) any variation to the field of play; and
- (c) the Venue Owner shall obtain the prior written consent from ER2015 before making or authorising any material variation to the Stadium Specification:
  - (i) concerning floodlighting, video screens or the seating bowl;
  - (ii) which modify the general arrangement of the Venue or to access and egress routes; or

- (iii) concerning technology, broadcast and media installations; and
- (d) the Venue Owner shall obtain the prior written consent from ER2015 before making or authorising any material variation to the Stadium Specification after 1 January 2015 which modify the functionality of any space at the Venue;
- (e) in all other cases, the Venue Owner shall be entitled to make such changes, but only after having due regard to any reasonable representations made by ER2015 within a reasonable period in respect of any such proposed variations before implementing them;
- (f) the Parties may agree variations to the Stadium Specification at the request of ER2015 and all additional costs of any such variation (including for the avoidance of doubt the costs of obtaining or varying Consents) shall be borne by ER2015 on an open book basis; and
- (g) in all cases where consent is required from a party under this clause, such consent shall not be unreasonably withheld and shall be provided if the variation is required by any local or other competent authority as a condition of the grant of any Consent. If consent is withheld that party shall give the other party full details in writing of the reasons for the refusal of any such consent.

3.4 [not used]

3.5 **Consents:** Before commencing the Venue Owner's Construction Works the Venue Owner shall:

- (a) obtain (at no additional cost to ER2015 as part of the Venue Hire Fee) all relevant Consents necessary for the carrying out and retention of the Venue Owner's Construction Works;
- (b) (to the extent that any conditions of such Consents are required to be satisfied before commencement of the Venue Owner's Construction Works) comply with such Consents as applicable before commencing the Venue Owner's Construction Works; and
- (c) promptly notify ER2015 of any variation required to the Stadium Specification and/or the Programme of Works by any local or other competent authority as a condition of the grant of any such Consent.

PROVIDED THAT the Parties shall use reasonable endeavours to procure that no such Consent is revoked and all such Consents continue in full force and effect during and (where relevant) after the carrying out of the Venue Owner's Construction Works. Should any such Consent be revoked the Venue Owner shall notify ER2015 as soon as reasonably practicable and as soon as possible use reasonable endeavours to obtain (at the expense of the Party who has caused such revocation) such alternative Consent as is required for the carrying out or retention of the relevant Venue Owner's Construction Works.

3.6 **Execution of Works:** The Venue Owner shall procure that the Venue Owner's Construction Works are carried out:

- (a) in a good and workmanlike manner;
- (b) with good quality materials that are fit for the purpose for which they are to be used;

- (c) in accordance with the Stadium Specification and the Critical Decision Milestones (or any contingency plan that may be agreed between the Parties pursuant to Clause 3.14(a)); and
  - (d) in accordance with the Consents, the CDM Regulations and all other applicable Law.
- 3.7 **Reporting and communication:** The Venue Owner shall provide ER2015 (at no additional cost as part of the Venue Hire Fee and in such format as reasonably agreed between the parties) with concise monthly written progress reports in respect of obtaining the Consents; and the progress of the planning, delivery and management of Venue Owner's Construction Works. Without prejudice to the generality of the foregoing, the Venue Owner shall notify ER2015 as soon as possible upon becoming aware of any matter which:
- (a) might materially impact on the completion of the Venue Owner's Construction Works in accordance with the Critical Decision Milestones or the readiness of the Venue for the staging of the Matches;
  - (b) may require further instructions or directions from ER2015; or
  - (c) may properly be considered as material to the interests of ER2015.
- 3.8 **Information:** (Without prejudice to Clause 3.7) the Venue Owner shall upon request provide ER2015 with such information relating to the Venue Owner's Construction Works as may be reasonably required from time to time by ER2015.
- 3.9 **Formal Progress Meetings:** (Without prejudice to any informal meetings from time to time agreed between the Parties) the Venue Owner shall procure that its Relationship Manager (or his/her delegate) meets at the Venue Owner's offices or (subject to ER2015's compliance with the Venue Owner's and/or the Main Contractor's site regulations in respect of the Venue) at the Venue with ER2015's Relationship Manager (or his/her delegate) on a monthly basis (but more frequently where reasonably required ) after the date hereof until one month after the vacation of the Venue by ER2015 after the Tournament to discuss any matters relating to obtaining the Consents; and the progress of the planning, delivery and management of Venue Owner's Construction Works.
- 3.10 **Site meetings:** If reasonably requested by ER2015, the Venue Owner shall convene a meeting between the Venue Owner, ER2015 and the Main Contractor to discuss any matters relating to obtaining the Consents and the progress of the planning, delivery and management of Venue Owner's Construction Works (subject, in either case, to ER2015's compliance with the Venue Owner's and/or the Main Contractor's site regulations in respect of the Venue).
- 3.11 **Monitoring:** Subject to the prior consent of the Venue Owner (such consent not to be unreasonably withheld) and to ER2015's compliance with the Venue Owner's and/or the Main Contractor's site regulations in respect of the Venue, ER2015 may jointly review the state and progress of the Venue Owner's Construction Works with the Venue Owner from time to time on reasonable notice.
- 3.12 **Deadline for completion of works:** (Subject to the Venue Owner being unable to do so by reason of Force Majeure) the Venue Owner will (at no additional cost to ER2015 as part of the Venue Hire Fee) by its contractors or otherwise procure that by no later than 7 September 2015 the Venue meets the Stadium Specification (with the Retractable Seating positioned in 'ball sports' mode).



- 3.13 **Critical Decision Review Meetings:** The Parties shall meet 14 days prior to each Critical Decision Date in order to review the Venue Owner's progress towards achieving the relevant Critical Decision Milestone and, in the event that the relevant Critical Decision Milestone is not likely to be achieved by the relevant Critical Decision Date, the Parties shall commence discussions regarding a contingency plan for the matter.
- 3.14 **ER2015 termination right:** ER2015 shall have the right to terminate this Agreement without liability and with immediate effect by written notice to the Venue Owner:
- (a) within seven days after the relevant Critical Decision Date in the event that the Venue Owner has not achieved any Critical Decision Milestone referred to in Part A of Schedule 10 by the relevant Critical Decision Date and ER2015 does not approve, in its absolute discretion, the Venue Owner's proposed contingency plan for the matter; or
  - (b) with immediate effect in the event that on 7 September 2015 the Venue does not meet the Stadium Specification (with the Retractable Seating positioned in 'ball sports' mode) .
- 3.14A **Transfer of Scope to ER2015:** In the event that the Venue Owner has not achieved a Critical Decision Milestone referred to in Part B of Schedule 10 by the relevant Critical Decision Date and the Parties fail to agree a contingency plan for the matter, ER2015 shall have the right to access the Venue at any time following such date and provide an alternative but reasonably comparable solution using its own contractors at the cost of the Venue Owner (on an open book basis) plus a 15% project management fee payable to ER2015 in respect of such works.
- 3.15 **Pre-Inspection:** The Venue Owner and the Venue Owner's appointed ETR consultant or equivalent shall attend the Venue not less than five (5) Business Days before the anticipated completion of the Venue Owner's Construction Works to inspect the Venue and to review the Venue against the Stadium Specification (the **Pre-Inspection**). The Venue Owner shall give to ER2015 not less than three (3) Business Days' notice of the Pre-inspection ER2015 may attend every such Pre-Inspection and the Venue Owner shall (and shall procure that the Venue Owner's appointed ETR consultant or equivalent shall) have due regard to any representations made by ER2015 at the relevant Pre-Inspection concerning the compliance of the Venue with the Stadium Specification.
- 3.16 **Completion Inspection:** The Venue Owner and the Venue Owner's appointed ETR consultant or equivalent shall attend the Venue on the anticipated date of completion of the Venue Owner's Construction Works to inspect the Venue with a view to confirming completion of the Venue Owner's Construction Works (the **Completion Inspection**). The Venue Owner shall give to ER2015 not less than three (3) Business Days' notice of the Completion Inspection and the Venue Owner shall procure that the Venue Owner's appointed ETR consultant or equivalent shall have due regard to any reasonable representations in respect of such works made by ER2015 at, or within 48 hours following, any such Completion Inspection.
- 3.17 **Payment of Stadium Contribution:** Following confirmation of the completion of the Venue Owner's Construction Works (with the Retractable Seating positioned in 'ball sports' mode) by the Venue Owner's appointed ETR consultant or equivalent pursuant to Clause 3.16, the Venue Owner shall be entitled to invoice ER2015 for 90% of the Stadium Contribution and, without prejudice to ER2015's rights and remedies under this Agreement, ER2015 shall pay such amount to the Venue Owner within 30 days of receipt of such invoice.
- 3.18 **Snagging items:** The Venue Owner shall procure that, within 48 hours after the Completion Inspection, the Venue Owner's appointed ETR consultant or equivalent shall

set a snagging list in respect of the Venue Owner's Construction Works which are required to be addressed by the Venue Owner prior to the staging of the Matches in order to ensure that the Venue meets with the Stadium Specification and all health and safety requirements, and the Venue Owner shall procure the remedy of such snagging items (at its own cost) as soon as reasonably practicable and by no later than such date as may be agreed between the Venue Owner and ER2015 in respect of each snagging item (each party acting reasonably) and in default of such agreement by no later than five (5) days after the Completion Inspection.

- 3.19 **Snagging Inspection:** There shall be a further review of any outstanding snagging items on 13 September 2015 and the Venue Owner shall procure the acceleration of the remedy of any such outstanding snagging items (at its own cost) as soon as reasonably practicable following such review.
- 3.20 **Completion of snagging items:** Once all snagging items are resolved, the Venue Owner shall procure that the Venue Owner's ETR consultant or equivalent will confirm this to ER2015 in writing within 72 hours of the making good of such snagging items.
- 3.21 **Payment of balance of Stadium Contribution:** Following confirmation of the making good of all snagging items by the Venue Owner's ETR consultant or equivalent pursuant to Clause 3.20, the Venue Owner shall be entitled to invoice ER2015 for 10% of the Stadium Contribution and, without prejudice to ER2015's rights and remedies under this Agreement, ER2015 shall pay such amount to the Venue Owner within 30 days of receipt of such invoice.
- 3.22 **Damage after completion:** In the event that any damage is caused to the Venue Owner's Construction Works after completion otherwise than due to the act or default of ER2015, its employees agents or contractors, the Venue Owner shall at its own cost take all necessary measures to remedy the same as soon as reasonably practicable prior to the staging of the Matches in order to ensure that the Venue meets with all health and safety requirements.

4 [not used]

## 5 OTHER EVENTS

- 5.1 In the event that the Venue Owner elects to stage the Diamond League Meeting and/or any other event at the Venue in 2015 prior to the Exclusive Use Period:
- (a) the Venue Owner shall consult with ER2015 with respect to the proposed date of the Diamond League Meeting and any such other events (the **Additional Events**);
  - (b) the Venue Owner shall fully consult with ER2015 with regard to the nature of the Additional Events and the measures to be taken by the Venue Owner to safeguard the Pitch from damage and the Venue Owner shall have the utmost regard to any representations made by ER2015;
  - (c) the Venue Owner shall be required to demonstrate to ER2015 that the Additional Events shall comply with all manufacturer and/or installation guidelines in respect of the Pitch and shall not cause the Pitch to fail to meet the highest international rugby standards in time for the rugby Test Event scheduled to take place at the Venue on the weekend of 29/30 August 2015;
  - (d) the Parties shall invite the organising committee of the Diamond League Meeting and any event organiser to form a working group with the Venue Owner and ER2015 to discuss issues relevant to all parties concerning the Venue, to

maximise opportunities and ensure efficiency/coordination of their respective overlay requirements and to de-conflict their respective operations (the **2015 Events Working Group**); and

- (e) the 2015 Events Working Group shall meet at the Venue Owner's offices or at the Venue as and when reasonably required (but no less frequently than monthly) or otherwise as may be agreed from time to time by the Venue Owner and ER2015.

## 6 PROCUREMENT AND MAINTENANCE OF THE PITCH

- 6.1 **Consultation with Twickenham head groundsman:** ER2015 shall procure that the RFU's head groundsman for Twickenham Stadium (the **Head Groundsman**) is made available to the Venue Owner (at no charge to the Venue Owner) as may be reasonably required by the Venue Owner or by ER2015 to advise the Venue Owner in connection with the procurement, installation and maintenance of the Pitch at the Venue and (subject to any public procurement requirements) the Venue Owner shall consult with ER2015 and the Head Groundsman (as notified by ER2015 from time to time) in respect of the specification, installation and maintenance of the Pitch (including, but not limited to, in respect of the 'resting time' for the Pitch between the licensing and test events, any Additional Event and the Matches) and the Venue Owner shall (to the extent lawfully able) have due regard to any representations and advice given by the Head Groundsman.
- 6.2 **Fitness for purpose:** The Venue Owner shall procure that, at the commencement of the Exclusive Use Period, the Pitch is (in the reasonable opinion of ER2015's appointed turf consultants) fit for the purpose of staging the Matches and conforms to international rugby requirements.
- 6.3 [not used]
- 6.4 **Use of Pitch during Exclusive Use Period:** The Pitch shall only be used during the Exclusive Use Period for the staging of Matches (including any associated entertainment, publicity and ceremonies required by ER2015) and for Captain's Runs.
- 6.5 **Repair and maintenance of Pitch:** The Venue Owner shall ensure that any contractor appointed to install the Pitch shall be required to maintain the Pitch, once installed, on a full-time basis until the end of the Tournament at no additional cost to ER2015 as part of the Venue Hire Fee. The Venue Owner shall procure that the Pitch is maintained in good repair and condition and conforming to international rugby requirements at all times throughout the Exclusive Use Period and the Venue Owner shall be responsible (at its own cost) to reinstate any damage to the Pitch required to maintain that standard as a result of any Match as soon as reasonably practicable following such Match and, in any event, prior to the staging of the next following Match at the Venue. For the avoidance of doubt, such maintenance is at no additional cost to ER2015 and part of the Venue Hire Fee, but ER2015 shall be responsible for the costs of any repair and/or reinstatement of the Pitch required as a result of damage to the Pitch caused by ER2015, its employees agents or contractors except where these are the direct result of the Matches or the Captain's Runs (whether during or at the end of the Exclusive Use Period).

## 7 ACCESS TO THE VENUE PRIOR TO EXCLUSIVE USE PERIOD

- 7.1 **Access to commence overlay works prior to 4 August 2015:** Where possible, the Venue Owner will endeavour to allow ER2015 (and its nominees) access to the Venue on a non-exclusive basis prior to 4 August 2015 in order to commence the ER2015 Overlay Works subject to both Parties working together to de-conflict their respective site operations and PROVIDED THAT any such sequencing of works has no material adverse cost implications for the Venue Owner or its Main Contractor or to the Diamond

League Meeting or any other event (if these are held in 2015). Without prejudice to the foregoing ER2015 shall, subject to the prior consent of the Venue Owner (such consent not to be unreasonably withheld), be permitted to access the Venue prior to 4 August 2015 in order to install specific items of overlay (e.g. the installation of technology in back of house areas) PROVIDED THAT (in the reasonable opinion of the Venue Owner) such access does not materially adversely affect the Venue Owner's Construction Works or the build up, staging and de-rig of the Diamond League Meeting or any other event (if these are held in 2015) and PROVIDED FURTHER that ER2015, its personnel and contractors comply with the Venue Owner's and/or the Main Contractor's site regulations for the Venue and the provisions of Clauses 9.6 and 10.1 of this Agreement.

- 7.2 **Access to commence overlay works from 4 August 2015:** ER2015 shall have the right (for itself and its nominees) to access the Venue from 4 August 2015 on a non-exclusive basis until the commencement of the Exclusive Use Period in order to undertake the ER2015 Overlay Works PROVIDED THAT (in the reasonable opinion of the Venue Owner) such access does not materially adversely affect the Venue Owner's Construction Works or the build up, staging and de-rig of the Diamond League Meeting or any other event (if these are held in 2015) and PROVIDED FURTHER that ER2015, its personnel and contractors comply with the Venue Owner's and/or the Main Contractor's site regulations for the Venue and the provisions of Clauses 9.6 and 10.1 of this Agreement.
- 7.2A **Non-exclusive access from 17 August 2015:** With effect from 17 August 2015 until the commencement of the Exclusive Use Period, the Venue Owner shall only be permitted to decline ER2015 (and its nominees) non-exclusive access to the Venue pursuant to Clause 7.2 in the event that in the reasonable opinion of the Venue Owner such access would materially adversely affect the progress of any critical licensing elements of the Venue Owner's Construction Works.
- 7.3 **Collaboration:** Each Party shall work collaboratively to endeavour to sequence their respective programmes so as to de-conflict their respective operations and those of the Diamond League Meeting or any other event (if held in 2015) and permit ER2015 access to the Venue prior to the commencement of the Exclusive Use Period as contemplated by Clauses 7.1 and 7.2.
- 7.4 **Access routes through the Park:** (Subject to the provisions of Clause 7.5) the Venue Owner shall ensure that ER2015 is given reasonably sufficient access routes through the Park at all times during any periods that ER2015 is permitted to access the Venue prior to the commencement of the Exclusive Use Period pursuant to Clauses 7.1 and 7.2.
- 7.5 **24/7 access:** In the event that, during any periods that ER2015 is permitted to access the Venue prior to the commencement of the Exclusive Use Period pursuant to Clauses 7.1 and 7.2, ER2015 (or its nominees) reasonably requires access to the Venue outside of the Normal Working Hours (including on a 24 hour, seven day week basis) then, subject to receipt of reasonable prior notice from ER2015, the Venue Owner shall use reasonable endeavours to secure from the relevant Local Authorities all necessary licences and approvals required for such access and ER2015 shall meet the additional costs incurred by the Venue Owner and its Main Contractor on an open book basis as a consequence of any such access outside the Normal Working Hours and such costs shall be paid by ER2015 to the Venue Owner as part of the Venue Owner's final invoice pursuant to Clause 15.6 PROVIDED THAT if such access is required by ER2015 as a result of:
- (a) any failure by the Venue Owner to provide ER2015 (or its nominees) with non-exclusive access from 4 August 2015 for the carrying out the ER2015 Overlay Works; or

- (b) any unreasonable delay caused to the programme of the ER2015 Overlay Works by the Venue Owner or its contractors; or
- (c) the Venue Owner staging an event at the Venue between the end of the Diamond League Meeting and the commencement of the Exclusive Use Period (in addition to any licensing events agreed between the Parties pursuant to Clause 8.4),

then any such costs shall be allocated between the Parties on a fair and reasonable basis (as agreed by the Parties acting reasonably).

7.6 **Access prior to the Exclusive Use Period for other purposes:** Subject to the prior consent of the Venue Owner (acting reasonably taking into account the impact of such access on the Venue Owner's Construction Works), ER2015 shall have the right on reasonable prior notice to access the Venue on a non-exclusive basis at any time prior to the Exclusive Use Period (but not during any events in the Venue) for the purpose of carrying out inspections, investigations and site visits (with or without the IRB, RWCL and RWCL Licensees) in connection with the planning of the Tournament PROVIDED THAT any such access does not materially adversely affect the Venue Owner's Construction Works and PROVIDED FURTHER that ER2015's personnel, agents and contractors comply with the Venue Owner's and/or the Main Contractor's site regulations in respect of the Venue.

7.7 **Observer access:** (Without prejudice to the provisions of Clause 7) the Parties shall discuss in good faith whether the Venue Owner is able to provide ER2015 representatives with opportunities to witness (in an observer role) the planning and operational delivery of any sporting or similar events being staged at the Venue prior to the Exclusive Use Period.

## 8 LICENSING AND TEST EVENT PROGRAMME

8.1 **Venue Owner to secure all required licensing:** (Subject to the Venue Owner being unable to do so by reason of Force Majeure) the Venue Owner shall (at no additional cost to ER2015 as part of the Venue Hire Fee save as expressly provided otherwise by this Agreement):

- (a) secure, by no later than 28 August 2015, all Consents necessary for the staging of events at the Venue (including, but not limited to, the safety certificate, premises licence and PRS/PPL licences) for a gross seating capacity of 40,000 per event (after seat kills are taken into account) and use reasonable endeavours to secure all such Consents for a gross seating capacity of 56,000 per event (before seat kills are taken into account) by such date; and
- (b) secure, by no later than 7 September 2015, all Consents necessary for the staging of the Matches at the Venue (including, but not limited to, the safety certificate, premises licence and PRS/PPL licences for a gross seating capacity of 56,000 per Match (before seat kills are taken into account) PROVIDED THAT if required by ER2015 the Venue Owner will use all reasonable endeavours (at the cost of ER2015) to obtain such Consents as may be required for a spectator capacity greater than 56,000 per Match (before seat kills are taken into account).

8.2 **ER2015 termination right:** ER2015 shall have the right to terminate this Agreement with immediate effect by written notice to the Venue Owner in the event that the Venue Owner has not secured all Consents necessary for the staging of the Matches at the Venue for a gross spectator capacity of 56,000 per Match (before seat kills are taken into account) by no later than 7 September 2015.

- 8.3 **Licensing events:** The Venue Owner shall stage (at its own cost) all licensing events as may be required by the licensing authorities in order to secure all Consents required under Clause 8.1 and (as between the Venue Owner and ER2015) the Venue Owner shall be entitled to retain all revenue generated from any such licensing events.
- 8.4 **Programme of licensing and test events:** The Parties shall work collaboratively in respect of the licensing and test event programme which shall be agreed between the Parties (each acting reasonably) by no later than 28 February 2015 and shall be in accordance with the relevant licensing timetable set out in Schedule 11. The Venue Owner shall submit all necessary applications for such Consents as soon as reasonably practicable thereafter and details of the licensing and test events to be staged as part of such programme shall be agreed between the Parties (acting reasonably) by no later than 1 April 2015 (in conjunction with the licensing authorities) PROVIDED THAT the test event shall be a Rugby match to be agreed between the Parties and shall be carried out on the weekend of 29/30 August 2015 unless both parties agree to change that date (the **Test Event**). ER2015 acknowledges that the capacity for the licensing and test events will be determined in conjunction with the licensing authorities and may be below that of the actual capacity available at the Venue during the Tournament.
- 8.4A **Test Event:** The Venue Owner shall make the Venue available for the duration of the Test Event exclusively for the staging of the Test Event and shall perform the Match Day Services for the Test Event in each case in accordance with the terms of this Agreement *mutatis mutandis* save as otherwise expressly provided in this Agreement (together the **Test Event Services**) and in consideration of the provision of the Test Event Services by the Venue Owner ER2015 shall pay to the Venue Owner (without prejudice to ER2015's rights and remedies under this Agreement) the Test Event Fee in accordance with the provisions of Clause 15.1. To the extent that the Venue Owner does not secure all Consents necessary for the staging of the Test Event at the Venue (including, but not limited to, the safety certificate, premises licence and PRS/PPL licences) for a gross seating capacity of 50,000 per event (after seat kills are taken into account) by 31 May 2015 otherwise than by reason of Force Majeure, the Venue Owner shall be responsible to meet the loss of profit reasonably demonstrated to have been suffered by the promoter of the Test Event (up to a maximum of £200,000) as a consequence of the Venue Owner not having all such Consents for a gross seating capacity of 50,000 per event (after seat kills are taken into account) for the Test Event.
- 8.4B In the event of the cancellation of the Test Event as a result of any breach by the Venue Owner of its obligations hereunder or as a result of the Venue not being ready to stage the Test Event due to the default of the Venue Owner, then (subject to the limitation of the Venue Owner's liability set out at Clause 30.3) the Venue Owner shall be liable to ER2015 for the reasonable out-of-pocket expenses actually incurred or committed by the promoter of the Test Event in respect of the cancelled Test Event, subject to the ER2015 and/or the promoter of the Test Event providing all appropriate documentation evidencing such expenditure.
- 8.5 **Co-ordination of licensing programme with other works:** The Venue Owner and ER2015 shall agree (acting reasonably) a mutually acceptable plan of works for co-ordination during the period from 4 August 2015 to 8 September 2015 of any works to be carried out to the Venue by the Venue Owner pursuant to this Agreement; the ER2015 Overlay Works; and the licensing and test event programme.
- 8.6 **Testing of Tournament procedures and technology:** If reasonably required by ER2015 the Venue Owner shall test elements of the Tournament technology, Operational Plans and/or Tournament policies, procedures and guidelines at any licensing events to be staged by the Venue Owner pursuant to Clause 8.3.

## 9 OVERLAY WORKS

9.1 [not used]

9.2 [not used]

9.3 **Development of Venue Owner's Overlay Works Programme:** As soon as practicable after the date of this Agreement the Parties shall (each at their own cost) develop a programme of works for the Venue Owner's Overlay Works which (subject to Clause 8.5) shall be agreed between the Parties acting reasonably and with the objective of de-conflicting their respective Overlay Works and any remaining Venue Owner's Construction Works and which shall provide for completion of the Venue Owner's Overlay Works to occur by no later than 7 September 2015 (the **Venue Owner's Overlay Works Programme**). The Venue Owner shall submit a first draft of the Venue Owner's Overlay Works Programme to ER2015 for comment by no later than one month after the date hereof and the Parties shall use reasonable endeavours to agree the Venue Owner's Overlay Works Programme as soon as reasonably practicable thereafter.

9.4 **Development of specification and programme of ER2015 Overlay Works:** As soon as practicable after the date of this Agreement ER2015 shall (at its own cost) develop in full consultation with the Venue Owner:

- (a) a specification of the ER2015 Overlay Works (the **ER2015 Overlay Works Specification**); and
- (b) a programme of the ER2015 Overlay Works (the **ER2015 Overlay Works Programme**)

PROVIDED THAT ER2015 shall submit a first draft of the ER2015 Overlay Works Specification and the ER2015 Overlay Works Programme to the Venue Owner for comment within one month following the agreement of the Venue Owner's Overlay Works Specification between the Parties and ER2015 shall have due regard to any reasonable representations made by the Venue Owner in respect of such specification and programme PROVIDED THAT the Venue Owner shall only have the right to withhold consent to any elements of the ER2015 Overlay Works Specification which do not comply with any applicable Law or Consent and ER2015 shall use reasonable endeavours to finalise such specification and programme as soon as reasonably practicable thereafter.

9.5 **Variations to specification and programme of Venue Owner's Overlay Works:** The Venue Owner shall not make nor authorise any variation to the Venue Owner's Overlay Works Specification and (once agreed pursuant to Clause 9.3) the Venue Owner's Overlay Works Programme without the prior written consent of ER2015.

9.6 **Consents in respect of Overlay Works:** (Subject to the Venue Owner being unable to do so by reason of Force Majeure) the Venue Owner shall use best endeavours (at no additional cost to ER2015 as part of the Venue Hire Fee save as expressly provided otherwise by this Clause) to secure, by no later than 4 August 2015, all Consents necessary for the carrying out and retention of the Venue Owner's Overlay Works and reasonable endeavours to secure all Consents necessary for the carrying out and retention of the ER2015 Overlay Works PROVIDED THAT:

- (a) ER2015 shall be responsible for providing the Venue Owner with all necessary technical information in relation to the ER2015 Overlay Works (including the provision of professional verification of all temporary structures to allow for the issue of temporary structures licences) and ER2015 shall attend any necessary meetings with the licensing authorities, and shall provide all other reasonable



documents, information and assistance free of charge required by the Venue Owner in order to secure such Consents in respect of the ER2015 Overlay Works;

- (b) ER2015 will meet all associated costs incurred by the Venue Owner (on an open book basis) for obtaining any Consents required for the carrying out and retention of the ER2015 Overlay Works (but not, for the avoidance of doubt, any ER2015 Overlay Works which are retained by the Venue Owner after the Tournament or the Venue Owner's Overlay Works);
- (c) the Venue Owner shall discharge any conditions of such Consents that are required to be satisfied before commencement of the Overlay Works) and ER2015 shall comply with such conditions as applicable before commencing the ER2015 Overlay Works;
- (d) the Parties shall use reasonable endeavours to procure that no such Consent is revoked and all such Consents continue in full force and effect during and (where relevant) after the carrying out of the Overlay Works. Should any such Consent be revoked the Venue Owner shall notify ER2015 as soon as reasonably practicable and as soon as possible shall use reasonable endeavours to obtain (at the expense of the Party who has caused such revocation) such alternative Consent as is required for the carrying out or retention of the relevant Overlay Works; and
- (e) each Party shall procure that their respective Overlay Works are carried out:
  - (i) in a good and workmanlike manner;
  - (ii) with good quality materials that are fit for the purpose for which they are to be used;
  - (iii) in accordance with the Specification of Overlay Works and the Programme of Overlay Works; and
  - (iv) in accordance with the Consents, the CDM Regulations (where applicable) and all other applicable Law.

9.7 **Reporting and communication:** The Venue Owner shall provide ER2015 (at no additional cost as part of the Venue Hire Fee and in such format as reasonably agreed between the Parties) with concise monthly written progress reports in respect of obtaining the Consents in respect of the Overlay Works; and the progress of the planning, delivery and management of Venue Owner's Overlay Works. Without prejudice to the generality of the foregoing, the Venue Owner shall notify ER2015 as soon as possible upon becoming aware of any matter which:

- (a) might materially impact on the completion of the Venue Owner's Overlay Works in accordance with the Venue Owner's Overlay Works Programme or the readiness of the Venue for the staging of the Matches;
- (b) may require further instructions or directions from ER2015; or
- (c) may properly be considered as material to the interests of ER2015.

9.8 **Information:** (Without prejudice to Clause 9.7) the Venue Owner shall upon request provide ER2015 with such information relating to the Venue Owner's Overlay Works as may be reasonably required from time to time by ER2015.



- 9.9 **Monitoring:** Subject to the prior consent of the Venue Owner (such consent not to be unreasonably withheld) and to ER2015's compliance with the Venue Owner's and/or the Main Contractor's site regulations in respect of the Venue, ER2015 may jointly review the state and progress of the Venue Owner's Overlay Works with the Venue Owner from time to time on reasonable notice.
- 9.10 **Completion date for Venue Owner's Overlay Works:** (Subject to the Venue Owner being unable to do so by reason of Force Majeure) the Venue Owner will (at no additional cost to ER2015 as part of the Venue Hire Fee) by its contractors or otherwise procure that, by no later than 7 September 2015, the Venue Owner's Overlay Works is in place and materially meets the Specification of the Venue Owner's Overlay Works.
- 9.11 [not used]
- 9.12 **Overlay Pre-Inspection:** The Venue Owner and the Venue Owner's appointed ETR consultant or equivalent shall attend the Venue not less than five (5) Business Days before the anticipated completion of the Venue Owner's Overlay Works to inspect the Venue and to review the Venue Owner's Overlay Works against the Specification of the Overlay Works (the **Overlay Pre-Inspection**). The Venue Owner shall give to ER2015 not less than three (3) Business Days' notice of the Overlay Pre-inspection. ER2015 may attend every such Overlay Pre-Inspection and the Venue Owner shall (and shall procure that the Venue Owner's appointed ETR consultant or equivalent shall) have due regard to any representations made by ER2015 at the relevant Pre-Inspection concerning the compliance of the Overlay Works with the Specification of Overlay Works.
- 9.13 **Overlay Completion Inspection:** The Venue Owner and the Venue Owner's appointed ETR consultant or equivalent shall attend the Venue on the anticipated date of completion of the Venue Owner's Overlay Works to inspect the Venue with a view to confirming completion of the Venue Owner's Overlay Works (the **Overlay Completion Inspection**). The Venue Owner shall give to ER2015 not less than three (3) Business Days' notice of the Overlay Completion Inspection and the Venue Owner shall not confirm completion of the Venue Owner's Overlay Works without the prior consent of ER2015 (which shall not be unreasonably withheld).
- 9.14 **Snagging items:** The Venue Owner shall procure that, within 48 hours after the Overlay Completion Inspection, the Venue Owner's appointed ETR consultant or equivalent shall set a snagging list in respect of the Venue Owner's Overlay Works which are required to be addressed by the Venue Owner prior to the staging of the Matches in order to ensure that the Venue Owner's Overlay Works meets with the Venue Owner's Overlay Works Specification and all health and safety requirements, and the Venue Owner shall procure the remedy of such snagging items (at its own cost) as soon as reasonably practicable and by no later than such date as may be agreed between the Venue Owner and ER2015 in respect of each snagging item (and in default of such agreement by no later than five (5) days after the Overlay Completion Inspection).
- 9.15 **Snagging Inspection:** There shall be a further review of any outstanding snagging items on 13 September 2015 and the Venue Owner shall procure the acceleration of the remedy of any such outstanding snagging items (at its own cost) as soon as reasonably practicable following such review.
- 9.16 **Completion of snagging items:** Once all snagging items are resolved, the Venue Owner shall procure that the Venue Owner's ETR consultant or equivalent will confirm this to ER2015 in writing within 48 hours of the making good of such snagging items.
- 9.17 **Damage after completion:** In the event that any damage is caused to the Venue Owner's Overlay Works after completion of the same otherwise than due to the act or default of ER2015, its employees agents or contractors, the Venue Owner shall at its own

cost take all necessary measures to remedy the same as soon as reasonably practicable prior to the staging of the Matches.

9.18 **Execution of ER2015 Overlay Works:** ER2015 shall have the right (at its own cost using its own contractors) to carry out and reinstate (or require the Venue Owner to reinstate at the cost of ER2015) the ER2015 Overlay Works during the Exclusive Use Period and during such other periods that ER2015 is permitted to access the Venue prior to the Exclusive Use Period pursuant to Clauses 7.1 and 7.2 and (in the case of reinstatement works) following the Exclusive Use Period pursuant to Clause 13 PROVIDED THAT (without prejudice to the provisions of Clause 10.1):

- (a) the Main Contractor (as principal contractor under the CDM Regulations in respect of the whole Venue save for such areas of the Venue controlled by ER2015 as agreed between the Parties acting reasonably) shall be responsible for approving all risk assessments and method statements (as defined in the works information of the Main Contractor) in respect of the ER2015 Overlay Works within the Venue (save for such areas of the Venue controlled by ER2015 as agreed between the Parties acting reasonably) at no additional cost to ER2015 as part of the Venue Hire Fee and the Venue Owner shall use reasonable endeavours to arrange for its Main Contractor to provide any such approvals;
- (b) ER2015 shall procure that its contractors co-operate with the Main Contractor;
- (c) the Venue Owner shall procure an independent surveyor as agreed between the Parties acting reasonably (the **Independent Surveyor**) to undertake a condition survey report immediately prior to the commencement of ER2015 Overlay Works, such condition survey report to be prepared at the joint cost of the Parties (the **Condition Survey Report**);
- (d) ER2015 shall procure that any ER2015 Overlay Works are carried out in a good and workmanlike manner; with good quality materials; in accordance with the Law and all Consents relating to the ER2015 Overlay Works and (if applicable) the CDM Regulations; and
- (e) the Venue Owner shall have the right to inspect the state and progress of the ER2015 Overlay Works and ER2015 shall comply with any instructions made by the Venue Owner in respect of such works to the extent such instructions relate to any health and safety issues, to compliance of the ER2015 Overlay Works with the terms of this Agreement, or to the compliance of such works with any relevant Consents PROVIDED THAT the Venue Owner shall only be able to refer any matters of complaint directly to the relevant contractor where ER2015 fails to address any of the Venue Owner's concerns within a reasonable period and/or immediate action is required to avoid any material damage to the Venue or injury to any persons.

9.19 **Reinstatement of ER2015 Overlay Works:** (Subject to the provisions of Clause 13) ER2015 shall procure the removal of the ER2015 Overlay Works from the Venue in a good and workmanlike manner as soon as reasonably practicable after the last Match staged at the Venue and leave such parts of the Venue free of any associated waste and/or debris and in a clean condition PROVIDED THAT ER2015 shall have the right to require the Venue Owner to reinstate all or parts of the ER2015 Overlay Works at the cost of ER2015 on an open book basis. On completion of such removal works, the Venue Owner shall procure that the Independent Surveyor undertakes a condition survey report of any parts of the Venue subject to the ER2015 Overlay Works and identifies any damage as a result of the installation and/or removal of the ER2015 Overlay Works and required reinstatement works, such condition survey report to be prepared at the joint

cost of the Parties. ER2015 shall be responsible for the reasonable cost of any such rectification works and the reinstatement of any further damage to the Venue or the Park caused by ER2015, its employees, agents, Volunteers and contractors (fair wear and tear excepted). For the avoidance of doubt, ER2015 shall not be liable for any damage caused to the Venue or the Park by spectators or by the Personnel.

## **10 USE OF VENUE BY ER2015**

**10.1 Restrictions on use of Venue:** At any time that ER2015 and its nominees have access to the Venue (whether during the Exclusive Use Period or during such other periods prior to the Exclusive Use Period pursuant to Clauses 7.1, 7.2 and 8.4 and/or during such other period following the Exclusive Use Period pursuant to Clause 13) ER2015, its employees agents and contractors shall:

- (a) not use the Venue otherwise than in connection with the Tournament or the Test Event (as the case may be);
- (b) comply with the requirements from time to time of the Venue Owner's insurers and the fire authority (to the extent notified to ER2015);
- (c) not do anything to invalidate the Venue's safety certificate or premises licence;
- (d) not interfere with any of the base building systems or other venue technology without the prior consent of the Venue Owner or the Main Contractor;
- (e) (without prejudice to the provisions of Clause 9.19) to make good to the reasonable satisfaction of the Venue Owner (at ER2015's own cost) any damage caused to the Venue or the Park by ER2015, its employees, contractors and Volunteers (fair wear and tear excepted) as soon as reasonably practicable after the final Match staged at the Venue (or, with the agreement of the Venue Owner, meet the reasonable costs incurred by the Venue Owner in respect of the repair and reinstatement of any such damage) and replace any of the Venue Owner's fixtures and fittings which become in need of replacement as a result of any damage caused by ER2015, its employees, agents, contractors and Volunteers with new ones which are similar in type and quality PROVIDED THAT, for the avoidance of doubt, ER2015 shall not be liable for any repair and/or reinstatement of the Pitch required as a direct result of the Matches and the Captains' Runs. For the avoidance of doubt, ER2015 shall not be liable for any damage caused to the Venue or the Park by spectators or by the Personnel;
- (f) not to overload or obstruct any conducting media in the Venue or the Park or discharge any oil or grease or any noxious or deleterious substance into the drainage system of the Venue which may cause an obstruction or become a source of danger or damage the drainage system; and
- (g) not to bring into any part of the Venue without the consent of the Venue Owner anything which is or is likely to become dangerous, offensive or combustible especially inflammable radioactive or explosive or which might increase the risk of fire or explosion PROVIDED THAT the Venue Owner shall not unreasonably withhold its consent to the use of fireworks and/or similar spectacles within the Venue in connection with the staging of Matches.

**10.2 ER2015's rights during Exclusive Use Period:** The Venue Owner shall make the Venue available exclusively in connection with the staging of the Tournament during the Exclusive Use Period and for the duration of the Test Event and the Venue Owner agrees that no other events (including, for the avoidance of doubt, the Diamond League Meeting) shall be held within the Venue during such periods. (Subject to Clause 10.1)

ER2015 shall have the exclusive right (for itself and its nominees) during the Exclusive Use Period of for the duration of the Test Event (as the case may be):

- (a) to use the Pitch for the staging of the Matches (including any associated entertainment, publicity and ceremonies) and Captain's Runs or the Test Event (as the case may be);
- (b) (subject to the provisions of Clauses 9.18 and 9.19) to erect and install temporary equipment, alterations, signage, advertising and Tournament 'look and feel' at the Venue;
- (c) to use all the facilities at or serving the Venue in connection with the delivery of the Matches or the Test Event (as the case may be) including the right to access and use risers, cable trays, equipment rooms and technology control rooms;
- (d) (in consultation with the Venue Owner's technology manager) to switch off any existing technology infrastructure at the Venue in the event that such infrastructure is causing interference with the technology of ER2015 or its nominees subject to operational, health and safety, licensing and crowd management requirements;
- (e) to brand the Venue and (to the extent that the Venue Owner fails to comply with its obligations under Clause 11.1 of this Agreement) to cover up or remove any Branding at the Venue PROVIDED THAT, for the avoidance of doubt, any such removal or covering up of Branding at the Venue by ER2015 shall not relieve the Venue Owner from any liability under Clause 11.1;
- (f) (save in respect of the Test Event) in the event that the name of the Venue is associated with a commercial brand to use the alternative name of 'the Stadium in the Queen Elizabeth Olympic Park' for the Venue for the purposes of the Tournament;
- (g) (subject to the requirements of the Venue's safety certificate and premises licence) to determine all conditions of accreditation and spectator access to the Venue;
- (h) to be the exclusive distributor of tickets for the Matches and the Test Event (or license a third party to distribute tickets) and to retain all proceeds from the same and ER2015 shall be responsible for the design, supply and print of all ticket stock and related ticketing collateral PROVIDED THAT (save in respect of the Test Event) ER2015 shall make Match tickets available to the Venue Owner (for its personnel and guests) at a price and on terms and conditions no worse than those offered by ER2015 to other Tournament venue owners and PROVIDED FURTHER that the Parties shall discuss in good faith the extent to which the Venue name and logo will be used on tickets, flyers and match programmes relating to the Matches and the Test Event but the Venue Owner acknowledges that any such use of the Venue name and logo shall be subject to the final approval of RWCL in respect of the Matches (acting in its absolute discretion) and the promoter of the Test Event in respect of the Test Event;
- (i) (save in respect of the Test Event) to provide any and all hospitality and VIP entertainment in connection with the Matches PROVIDED THAT the Venue Owner shall use reasonable endeavours to ensure that its incumbent caterer offers RWCL's official hospitality licensee no higher rates in respect of hospitality catering as will be offered by the incumbent caterer to the Venue Owner during normal match days in the Venue;

- (j) to provide all match entertainment;
- (k) to supervise and issue lawful directions to the Venue Owner in respect of the Personnel (ER2015 acting reasonably in the context of the Key Objectives);
- (l) (save in respect of the Test Event) to determine all product lines supplied and sold at the Venue (to the extent falling within the exclusive supply categories of Tournament sponsors);
- (m) to arrange, conduct or permit commercial and non-commercial photography, broadcasts and audio or audio-visual recordings in connection with the Matches and the Test Event. The Parties shall discuss in good faith the use of any photographs, films and broadcasts produced by, or under licence or RWCL, by the Venue Owner, for its internal purposes and for the promotion of the Venue but the Venue Owner acknowledges that any such use shall be subject to the final approval of RWCL in respect of the Tournament (acting in its absolute discretion) and the promoter of the Test Event in respect of the Test Event and may be subject to a separate commercial arrangement between the Venue Owner and RWCL or the promoter of the Test Event (as the case may be); and
- (n) any other rights necessary for the staging of the Matches and/or the Test Event at the Venue

PROVIDED THAT the Main Contractor shall retain occupation of the whole Venue (for the purposes of the CDM Regulations) throughout the Exclusive Use Period and the duration of the Test Event, save for such areas of the Venue controlled by ER2015 as agreed between the Parties acting reasonably. The Main Contractor shall be responsible (at no additional cost to ER2015 as part of the Venue Hire Fee) for managing and controlling access (in accordance with Tournament accreditation procedures) for any work activities undertaken by ER2015's and its nominees' contractors within the Venue (save for such areas of the Venue controlled by ER2015 as agreed between the Parties acting reasonably). For the avoidance of doubt, the only contractors undertaking works in the Venue during the Exclusive Use Period and the duration of the Test Event will be ER2015's and its nominees' contractors unless otherwise agreed by both Parties.

**10.3 Access routes through the Park:** the Venue Owner shall procure that ER2015 (for itself and its nominees) shall have a non-exclusive licence to use the access routes and egress routes through the Park at all times during the Exclusive Use Period and the duration of the Test Event at no additional cost as part of the Venue Hire Fee, provided that if ER2015 (or its nominees) reasonably requires access to the Venue outside of the Normal Working Hours (including on a 24 hour, seven day week basis) then, subject to receipt of reasonable prior notice from ER2015, the Venue Owner shall use reasonable endeavours to secure from the Local Authority all necessary licences and approvals required for such access and ER2015 shall meet the additional costs incurred by the Venue Owner and its Main Contractor (on an open book basis) as a consequence of any such access outside the Normal Working Hours and such costs shall be paid by ER2015 to the Venue Owner as part of the Venue Owner's final invoice pursuant to Clause 15.6 PROVIDED THAT if such access is required by ER2015 as a result of:

- (a) any failure by the Venue Owner to provide ER2015 (or its nominees) with non-exclusive access from 4 August 2015 for the carrying out the ER2015 Overlay Works, or
- (b) any unreasonable delay caused to the programme of the ER2015 Overlay Works by the Venue Owner or its contractors, or

- (c) the Venue Owner staging an event at the Venue between the end of the Diamond League Meeting and the commencement of the Exclusive Use Period (in addition to any licensing events agreed between the Parties pursuant to Clause 8.4),

then any such costs shall be allocated between the Parties on a fair and reasonable basis (as agreed by the Parties acting reasonably).

## **11 CONDITION OF VENUE DURING EXCLUSIVE USE PERIOD**

- 11.1 Clean venue requirements:** At all times during the Exclusive Use Period (but not, for the avoidance of doubt, for the duration of the Test Event) the Venue Owner shall procure (at no additional cost to ER2015 as part of the Venue Hire Fee) that the field of play, seating bowl and such other parts of the Venue as required by ER2015 (including the spectator approaches thereto through the Park, but excluding for the avoidance of doubt, any branding on any other venue in the Park) are Clean save to the extent otherwise agreed by ER2015. Without prejudice to the generality of the foregoing, the Venue Owner shall be responsible for removing or covering up any Branding (including without limitation on any franchises, concessions and installations, signage, score boards, bill boards, neon signs, public address systems, equipment in or adjacent to the executive boxes or catering facilities, or on giant screens or message boards and on anything likely to be visible to the television audience on the world feed, including, but not limited to, team arrivals, coaches boxes, the tunnel and changing rooms) required to ensure that the Venue is Clean (using such cost-effective methods and materials as approved by ER2015 acting reasonably in the context of the Key Objectives) and for terminating, suspending or varying any agreements or arrangements with third parties (including, but not limited to, debenture holders, priority access rights holders, season ticket holders and tenants) so as to ensure that there are no Encumbrances.
- 11.2 Repair and Condition:** The Venue Owner shall maintain the Venue (including, for the avoidance of doubt, all the facilities therein) and the access and egress routes through the Park in good repair and condition, in compliance with all applicable Law and in a clean and tidy condition at all times during the Exclusive Use Period and shall respond promptly to any breakdowns of plant and machinery (and the Venue Owner shall procure that such response is available on a 24-hour, seven day week basis during the period commencing 48 hours before a Match until 24 hours after the relevant Match) PROVIDED THAT ER2015 shall be responsible for the cost of making good any damage caused to the Venue or the Park by ER2015, its employees, agents, contractors and Volunteers (fair wear and tear excepted) and PROVIDED FURTHER that the Venue Owner shall not carry out any non-essential repairs or works to the Venue during the Exclusive Use Period or to any spectator access routes through the Park on Match Days without the prior consent of ER2015 (acting reasonably in the context of the Key Objectives).
- 11.3 Notification of Damage:** The Venue Owner shall notify ER2015's Relationship Manager as soon as reasonably practicable after becoming aware of any damage caused to the Venue or the access and egress routes through the Park during the Exclusive Use Period by ER2015, ER2015, its employees, agents, contractors and Volunteers.
- 11.4 Removal of construction waste etc from Venue:** The Venue Owner shall procure the removal from the Venue of any construction debris and waste and any plant, machinery and equipment associated with the Venue Owner's Construction Works and the Venue Owner's Overlay Works (as the case may be) prior to the Exclusive Period.
- 11.5 Access ways through the Park to be clear of construction plant etc:** The Venue Owner shall procure that the access and egress routes through the Park used in connection with the Tournament (including, but not limited to spectator access routes)

are kept clear of construction waste and debris, plant, machinery and equipment during the Exclusive Use Period.

**11.6 Notification of obstructions and diversions to access routes:** The Venue Owner shall use reasonable endeavours to provide ER2015 with reasonable prior notice of any obstructions or diversions in respect of the access and egress routes through the Park during the carrying out and reinstatement of the ER2015 Overlay Works and during the Exclusive Use Period.

## **12 PROVISION OF THE SERVICES BY VENUE OWNER**

**12.1 Standard of care:** The Venue Owner shall supply the Services to ER2015:

- (a) (if applicable) in accordance with the Operational Plans as approved by ER2015;
- (b) with such due care, skill and diligence to be expected of properly qualified and competent persons experienced in carrying out services and works of a similar size, scope, complexity and purpose to the Services in accordance with the Key Objectives;
- (c) to the standard (such standard to be assessed by reference to when the Tournament is held) befitting the reputation and stature of the Rugby World Cup, being one of the top five global international sporting events;
- (d) in compliance with all applicable Law (including, but not limited to, the Venue's safety certificate and premises licence);
- (e) in compliance with such practices, policies, procedures and guidelines from time to time required by ER2015 and advised by ER2015 to the Venue Owner in writing from time to time (including, but not limited to, security, accreditation, clean venues and Tournament 'look and feel' requirements) PROVIDED THAT in the event of any conflict between the terms of this Agreement and the terms of any such practices, policies, procedures and guidelines, this Agreement shall prevail and PROVIDED FURTHER that ER2015 shall be responsible for any additional costs incurred by the Venue Owner that are the result of such practices, policies, procedures and guidelines to the extent that such practices, policies, procedures and guidelines are not reasonably commensurate with the size, scope, complexity, status and reputation of the Tournament, being one of the top five global international sporting events;
- (f) in accordance with this Agreement; and
- (g) otherwise in accordance with all directions, instructions and timeframes given by ER2015 (acting reasonably in the context of the Key Objectives) PROVIDED THAT ER2015 shall be responsible for any additional costs incurred by the Venue Owner that are the result of such directions, instructions and timeframes to the extent that such directions, instructions and timeframes are not reasonably commensurate with the size, scope, complexity, status and reputation of the Tournament, being one of the top five global international sporting events and PROVIDED THAT in the event of any conflict between the terms of this Agreement and the terms of any such directions, instructions and timeframes, this Agreement shall prevail.

**12.2 Spectator Catering:** (Without prejudice to Clause 12.1) the Venue Owner shall provide the Spectator Catering in accordance with the provisions of Schedule 6.



- 12.3 **Fanzone:** Should ER2015 wish to stage a 'fanzone' in the Park during the Tournament, the Venue Owner shall provide all reasonable assistance to ER2015 in its negotiations with London Legacy Development Corporation for the use of a suitable location in the Park for such purposes on commercial and other terms that are mutually satisfactory to both ER2015 and London Legacy Development Corporation.

### **13 ACCESS TO VENUE FOLLOWING EXCLUSIVE USE PERIOD**

- 13.1 **Reinstatement of ER2015 Overlay Works:** (In the event that ER2015 does not elect to require the Venue Owner to carry out such reinstatement works at the cost of ER2015 on an open book basis) ER2015 shall have the right (for itself and its nominees) to access the Venue from 2 November 2015 until 17:00 hours on 20 November 2015 on a non-exclusive basis during Normal Working Hours in order to remove the ER2015 Overlay Works from the Venue in accordance with Clause 9.19 PROVIDED THAT such access does not adversely affect the Venue Owner's contractors and PROVIDED FURTHER that ER2015, its personnel and contractors comply with the Venue Owner's and/or the Main Contractor's site regulations for the Venue. The parties may agree that all or some of the ER2015 Overlay Works are retained in the Venue and the ownership therein transferred to the Venue Owner on mutually acceptable terms.
- 13.2 **Collaboration:** The Parties will work together to reasonably sequence and de-conflict their respective operations to ensure no adverse cost implications for the Venue Owner or delay to the removal of the ER2015 Overlay Works as a result of any access to the Venue by ER2015, its employees, agents and contractors pursuant to Clause 13.1.
- 13.3 **Access routes through the Park:** (Subject to the provisions of Clause 13.4) the Venue Owner shall ensure (at no additional cost to ER2015 as part of the Venue Hire Fee) that ER2015 is given sufficient access routes through the Park during Normal Working Hours during the period that ER2015 is permitted to access the Venue pursuant to Clause 13.1 for the purposes of the removal of the ER2015 Overlay Works.
- 13.4 **24/7 access:** In the event that, during any periods that ER2015 is permitted to access the Venue pursuant to Clause 13.1, ER2015 (or its nominees) reasonably requires access to the Venue outside the Normal Working Hours (including on a 24 hour, seven day week basis) then, subject to receipt of reasonable prior notice from ER2015, the Venue Owner shall use reasonable endeavours to secure all necessary licences and approvals for such access from the Local Authority and ER2015 shall meet the fair and reasonable additional costs incurred by the Venue Owner and its Main Contractor as a consequence of any such access outside the Normal Working Hours for the Venue and obtaining those licences and approvals (as demonstrated to the reasonable satisfaction of ER2015).
- 13.5 **Deadline for removal of ER2015 Overlay Works:** ER2015 shall use reasonable endeavours to vacate the Venue as soon as possible after the Exclusive Use Period but in any event ER2015 will provide vacant possession of the Venue on 20 November 2015 at the latest. If ER2015 has not vacated the Venue and the access and egress routes through the Park by 17:00 hours on 20 November 2015 at the latest (or 14 days after the date of notice of termination of this Agreement, if earlier) otherwise than due to any delay caused by the Venue Owner or its Main Contractor, ER2015 shall pay an additional Venue Hire Fee to the Venue Owner calculated at the rate of £10,000 per day for the first five days and £25,000 per day thereafter for each and every day or part thereof which ER2015 remains in the Venue. In addition, the Venue Owner may take such steps as it thinks fit to remove any equipment, ER2015 Overlay Works or other possessions of ER2015 or any of its partners or contractors and ER2015 shall bear all reasonable costs of such removal and any storage costs. ER2015 shall also indemnify the Venue Owner for all direct costs and any liability of the Venue Owner to third parties related to any delay to the Venue Owner's redevelopment works to the Venue after the Exclusive Use Period resulting from a failure by ER2015 to fully vacate the Venue by 20 November



2015 otherwise than due to any delay caused by the Venue Owner or its Main Contractor.

- 13.6 **Legacy:** The Parties shall discuss in good faith whether any of the ER2015 Overlay Works can be left by ER2015 in situ in the Venue after the Exclusive Use Period in legacy.

#### 14 COMMERCIAL RIGHTS

- 14.1 **Use of Venue images and logos by ER2015:** The Venue Owner hereby grants to ER2015 (at no additional cost as part of the Venue Hire Fee) a royalty free, non-exclusive, perpetual and irrevocable licence to use and reproduce:

- (a) the Venue name and logo;
- (b) Venue scenes and images (including architectural features and one aerial photograph);

in any form of audio, visual, audio/visual or electronic, digital or internet coverage, promotion or publicity. ER2015 shall be entitled to sub-licence, transfer, novate or assign such licence to RWCL or its nominees at no cost PROVIDED THAT this licence is limited to use in connection with the Tournament and the Test Event (including Match programmes and the official Tournament video game and RWCL licensed products and premiums only produced for the Tournament) and provided that any use of the logo shall be in accordance with the Venue User's applicable branding guidelines as notified to ER2015 from time to time.

- 14.2 **Acknowledgement of Commercial Rights:** The Venue Owner waives any of its own rights (if any) in perpetuity and acknowledges the exclusive right of RWCL in perpetuity to the following:

- (a) all and any rights, including rights in the Sports Performance, Database Rights, Customer Data, copyright and any other intellectual property rights whether or not in existence as at the date of this Agreement, in any form of audio, visual, audio/visual or electronic digital and internet coverage and all other data, and/or text commentary, information and/or results and/or animation, simulation or other representations of any nature and/or via any medium (whether or not known as at the date of this Agreement), communication or device in respect of the Tournament;
- (b) incorporate any action, scene or material at or in any part of the Venue in any form of audio, visual, audio/visual or electronic, digital or internet coverage of any nature and/or via any medium, communication or device, of or in connection with or arising out of Matches or otherwise in respect of the Tournament or as publicity therefore, including the exclusive right to create a video/electronic game specific to the Tournament and to license the same to RWCL Licensees as part of the Commercial Rights (and, subject to Clause 7.6, to afford ER2015, RWCL and the RWCL Licensees such reasonable access to the Venue in order to facilitate and exploit such exclusive right on the reimbursement of any additional costs to the Venue Owner);
- (c) exploit, without limitation, any coverage referred to in this Clause 14 or any part thereof, with or without other material in any medium, and/or via any form of communication or device whether now known or hereafter devised, without any restrictions and free of any interests of any other person whatsoever;
- (d) the Marks, the Commercial Rights and any and all Commercial Rights Income;

- (e) all graphic, visual, artistic or intellectual works or creations developed in relation to the Tournament, including official programmes, publications, poster designs, and any and all other graphic works created for or in connection with the Tournament; and
  - (f) all documentation, databases, reports and related information generated in respect of the planning and/or operations of the Tournament and the implementation thereof.
- 14.3 **Assignment of rights:** The Venue Owner agrees and undertakes that if, for any reason whatsoever, any of the Commercial Rights relating directly or indirectly to the Tournament are held by the Venue Owner (or any other third party as a consequence of any agreement entered into by the Venue Owner), all such rights will be held by the Venue Owner or such third party concerned in a fiduciary capacity for RWCL and under all circumstances shall be assigned to RWCL in a form and substance satisfactory to RWCL, by the Venue Owner or such third parties, at their cost no later than 120 days following the Tournament.
- 14.4 **Commercial Rights:** The Venue Owner warrants and represents that it has not entered into, and undertakes that it shall not enter into, any agreement or arrangement with respect to the Commercial Rights, nor is it entitled to exercise itself or otherwise any Commercial Right, and that it is not entitled to receive any part of the Commercial Rights Income.
- 14.5 **No exploitation of rights similar to Commercial Rights:** The Venue Owner will not, at any time, develop, assert any claim to, use, sell or exploit any rights in relation to the Tournament which in the opinion of ER2015 or RWCL are similar to or compete with the Commercial Rights.
- 14.6 **Official website and social media projects:** The Venue Owner acknowledges and accepts that RWCL is the sole entity that may create the official website and social media pages/accounts related to the Tournament.
- 14.7 **Venue Owner website and social media projects:** The Venue Owner shall not utilise its own website or social media pages/accounts and/or create and/or permit the establishment and/or operation of any other website or social media pages/accounts and/or mobile phone apps related to the Tournament or the Match or any Team and/or allow to be featured any Rugby World Cup information on such websites or social media pages/accounts, save with the prior written approval of ER2015 and RWCL on such terms and conditions as ER2015 and RWCL shall determine in their absolute discretion.
- 14.8 **Broadcast and media rights:** The Venue Owner acknowledges and agrees that all rights of whatever nature to make available to the public or otherwise by any means (including by any form of broadcasting or communications technology, via the internet or in hard or soft copy print form) any coverage of or information in any form or media that relates to the Tournament, including the Match and the Venue as it relates to the Tournament, belong to and are reserved exclusively to RWCL and (save as expressly authorised by this Agreement) the Venue Owner must not exercise or attempt to exercise, interfere with or do anything which would adversely affect any such rights.
- 14.9 **Test Event rights:** The Venue Owner acknowledges that all rights relating to the Test Event shall be owned by ER2015 save for the rights to provide public catering and to provide any and all hospitality at the Test Event which shall be owned by the Venue Owner.
- 14.10 **Stadium Naming Rights:** (Without prejudice to Clause 11.1) in the event that the name of the Venue is associated with a brand (the **Stadium Naming Rights Partner**) the

Stadium Naming Rights Partner will be entitled to recognition (logo or name) on any tickets and marketing of the Test Event and ER2015 shall use reasonable endeavours to procure that broadcasters of the Test Event refer to the Venue using the name of the Stadium Naming Rights Partner. The Venue Owner acknowledges that the appointment of a Stadium Naming Rights Partner shall not restrict in any way the sponsorship of the Test Event or of any team participating in the Test Event whether or not any such sponsors are competitors of the Stadium Naming Rights Partner.

## **15 PAYMENT**

**15.1 Venue Hire Fee and other payments to be made by ER2015:** Subject to and in consideration of the performance by the Venue Owner of its obligations under this Agreement ER2015 shall pay to the Venue Owner (without prejudice to ER2015's rights and remedies under this Agreement):

- (a) the Stadium Contribution in accordance with Clauses 3.17 and 3.21;
- (b) £50,000 of the Test Event Fee by 1 August 2015;
- (c) 80% of the Venue Hire Fee by 8 September 2015; and
- (d) the balance of the Venue Hire Fee; the balance of the Test Event Fee; and such other costs and expenses incurred by or on behalf of the Venue Owner in connection with the performance of its obligations under this Agreement and which are expressly provided in this Agreement to be at the cost of ER2015 by 30 November 2015

in accordance with the following provisions of this Clause 15.

**15.2 Other costs and expenses:** Save as expressly provided in this Agreement the Venue Owner shall be responsible for all other costs and expenses incurred by or on behalf of the Venue Owner in connection with the performance of its obligations under this Agreement and ER2015 shall not be obliged to reimburse the Venue Owner for any such costs and expenses.

**15.3 VAT:** Unless otherwise expressly stated in this Agreement all references to fees or other sums payable by ER2015 to the Venue Owner pursuant to this Agreement are exclusive of VAT.

**15.4 Invoices:** Any payments to the Venue Owner pursuant to this Agreement shall be subject to the prior receipt by ER2015 of an invoice rendered by Venue Owner, no later than 30 days prior to the due date for payment, which shall include a detailed breakdown of the invoiced sums and such relevant supporting documentation as ER2015 may reasonably require. All invoices submitted by the Supplier to ER2015 must be valid VAT invoices.

**15.5 Invoicing address:** All invoices submitted by the Supplier to ER2015 must be addressed to: Finance Department, England Rugby 2015 Limited, Webb Ellis House, Rugby Road, Twickenham, Middlesex TW1 1DZ (or such other address from time to time notified by ER2015 to the Venue Owner in writing) and the Venue Owner shall send a copy of any such invoices simultaneously to ER2015's Relationship Manager.

**15.6 Post-Tournament reconciliation:** As soon as reasonably practicable after the last Match to be hosted at the Venue (and in any event not later than two weeks thereafter) the Venue Owner shall submit a statement to ER2015 stating the Venue Owner's calculation of the balance of the sums payable by ER2015 to the Venue Owner pursuant to this Agreement together with such supporting information as ER2015 may reasonably require. As soon as reasonably practicable following receipt of such report the Parties

shall endeavour to agree such amount (and, in any event within 30 days) and in the event that the Parties cannot agree on the amount payable by ER2015 the provisions of Clause 33 shall apply.

- 15.7 **Set-off:** Neither Party may set off amounts due to it from the other Party against amounts owed by it to the other Party (whether pursuant to this Agreement or any other agreement between ER2015 and the Venue Owner) without the prior written consent of the other Party PROVIDED THAT, in the event of a dispute, the relevant payment shall be made into a non-assignable joint escrow account pending resolution of the dispute in accordance with Clause 33.
- 15.8 **Interest on late payment:** The Parties agree that the Venue Owner shall be entitled to interest on all payments properly due to it from ER2015 which are not paid on or before their due date for payment both before and after judgment at the rate of three (3) per cent above the base lending rate of The Bank of England from time to time, such interest to accrue on a daily basis. The Parties agree that this is a substantial remedy for late payment of any sum payable for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

## 16 AUDIT RIGHTS

- 16.1 **Account records:** The Venue Owner shall keep all books documents and records which are, in the reasonable opinion of ER2015 necessary or relevant for the purpose of verifying (i) the Test Event Fee; (ii) any amounts payable by ER2015 to the Venue Owner pursuant to this Agreement in addition to the Venue Hire Fee and/or the Test Event Fee and; (iii) the ER2015 Royalty (the **Account Records**) and shall on written request make them available at all reasonable times on reasonable prior notice for inspection by ER2015 and in such manner as will enable such costs to be verified.
- 16.2 **Audits:** ER2015 may at any time at their discretion cause an audit of the Account Records to be made and if that audit shows that the Venue Owner has wrongly invoiced ER2015 by more than five per cent (5%) in respect of any particular invoice then the cost of such audit shall be borne by the Venue Owner.
- 16.3 **Overpayments:** If it appears from any such audit that any payment by ER2015 to the Venue Owner was more than the correct amount validly payable then any such overpayment (together with interest at the rate of three (3) per cent above the base lending rate of The Bank of England from time to time) shall be credited by the Venue Owner to ER2015.
- 16.4 **Underpayments:** If it appears from any such audit that any payment by ER2015 to the Venue Owner was less than the correct amount validly payable then any such underpayment (and, unless the payment was less due to the error of the Venue Owner, together with interest at the rate of three (3) per cent above the base lending rate of The Bank of England from time to time, such interest to accrue on a daily basis from the date the Venue Owner was entitled to invoice any amount underpaid) shall be invoiced by the Venue Owner to ER2015.

## 17 PROJECT MANAGEMENT

- 17.1 **Relationship Managers:** Each Party hereby appoints the relevant individual named in Schedule 8 to act as their respective lead representative who will be the principal point of contact for that Party and who shall have overall responsibility for his or her Party's obligations under this Agreement (the **Relationship Managers**) and both Parties shall use reasonable endeavours to maintain the continuity of their Relationship Manager (but without prejudice to the implementation of normal HR procedures and practices in relation to staff by either Party). Any replacement of the Venue Owner's Relationship

Manager shall be a person of comparable experience suitability and competence approved by ER2015 (acting reasonably in the context of the Key Objectives).

- 17.2 **Co-operation with Tournament Stakeholders:** The Venue Owner shall co-operate and liaise with Tournament Stakeholders as necessary or as requested by ER2015 (acting reasonably in the context of the Key Objectives) from time to time in connection with the staging of the Matches at the Venue. Without prejudice to the generality of the foregoing, the Venue Owner shall liaise, coordinate and cooperate with:
- (a) the London Borough of Newham in respect of its commercial rights protection activities (e.g. ambush marketing, ticketing touting etc); and
  - (b) the Police and other emergency services.
- 17.3 **Attendance at City Steering Group:** The Venue Owner's Relationship Manager shall attend meetings of the 'city steering group' (the **CSG**) to be established by the London Borough of Newham or ER2015 to facilitate communication and coordination between Tournament Stakeholders in respect of the staging of the Matches at the Venue. Membership of the CSG will include key local contacts, ER2015 staff, Police and other emergency services contacts and other third parties and the objectives of the CSG shall be to share information and coordinate the planning and delivery of the Tournament in the vicinity of the Venue.

## 18 OPERATIONAL PLANNING

- 18.1 **Preparation of Operational Plans:** The Venue Owner shall develop (at its own cost as part of the Venue Hire Fee) the Operational Plans in collaboration with ER2015 and submit the same to ER2015 for approval (not to be unreasonably withheld) in accordance with such timetable reasonably agreed between the parties.
- 18.2 **Variations to Operational Plans:** Once an Operational Plan has been approved by ER2015, the Venue Owner shall not make any amendments to the relevant Operational Plan unless expressly approved in writing by ER2015 (such approval not to be unreasonably withheld), PROVIDED THAT the Venue Owner may amend an Operation Plan, in consultation with ER2015, if required to do so by Law or as a requirement for obtaining a Consent.
- 18.3 **Provision of CAD drawings:** As soon as reasonably practicable after the date of this Agreement the Venue Owner shall provide ER2015 (at no additional cost as part of the Venue Hire Fee) with detailed CAD plans of the Venue in electronic format (or in hardcopy where such plans are not available in electronic format) showing details of access points, seating areas, interior plans of all rooms, offices and other Facilities, cable pathways, technology infrastructure, telecom demarcation points, mobile cell locations, wireless access points, computer rooms, switch rooms, power distribution rooms, access routes, parking and transportation areas and spectator approach routes. The Venue Owner shall provide ER2015 (at no additional cost as part of the Venue Hire Fee) with copies of any updates to such plans from time to time prepared by or on behalf of the Venue Owner (including, but not limited to as-built drawings of the Venue Owner's Construction Works).
- 18.4 **Provision of seating manifests:** As soon as reasonably practicable the Venue Owner shall provide ER2015 (at no additional cost as part of the Venue Hire Fee) with detailed seating manifests of the seating bowl.

## 19 COMMUNICATION, REPORTING AND MEETINGS

- 19.1 **Communication:** (Without prejudice to Clause 3.7) the Parties shall maintain regular communications with each other regarding the planning and delivery of the Matches at the Venue and each Party shall respond promptly to any queries raised by the other Party from time to time. Without prejudice to the generality of the foregoing, the Venue Owner's Relationship Manager shall notify ER2015's Relationship Manager as soon as possible upon becoming aware of any matter which:
- (a) might materially impact on the readiness of the Venue for the staging of the Matches and/or the provision of the Services during the Exclusive Use Period; or
  - (b) may require further instructions or directions from ER2015; or
  - (c) may properly be considered as material to the staging of the Tournament or to the interests of ER2015, RWCL, or ER2015's contractors (and their sub-contractors).
- 19.2 **Relationship Managers:** Unless otherwise agreed by the Relationship Managers all communication between the Parties shall be via (or copied to) the Relationship Managers.
- 19.3 **Reports:** (Without prejudice to Clause 3.7) the Venue Owner shall prepare at its own cost such reports and provide such up-to-date and accurate information as ER2015 may from time to time require (acting reasonably in the context of the Key Objectives).
- 19.4 **Meetings:** (Without prejudice to Clauses 3.9 and 3.10) the Venue Owner shall attend at the Venue or the Venue Owner's offices, such meetings, briefings, planning sessions and site visits at its own cost as from time to time required by ER2015 (acting reasonably in the context of the Key Objectives).
- 19.5 **Match attendance:** On Match Days the Venue Owner shall (to the extent that it is able to capture such information) promptly provide ER2015 with details of attendance figures at the Venue in real time as required by ER2015.
- 19.6 **Post-Tournament report:** As soon as reasonably practicable after the last Match to be staged at the Venue (and in any event no later than two weeks thereafter) the Venue Owner shall provide such information as required by ER2015 (acting reasonably in the context of the Key Objectives) for ER2015 to be able to draft a report covering all the issues, identified up to that time, relating to all of the Venue Owner's activities in relation to its obligations under this Agreement. The scope and format of the information to be provided by the Venue Owner shall be agreed between the Parties (acting reasonably) in advance of the Tournament.
- 19.7 **Legacy and knowledge transfer programme:** The Venue Owner acknowledges that ER2015 may disclose the Operational Plans, any reports and all other information from time to time issued by the Venue Owner to ER2015 pursuant to this Agreement to RWCL, IMG and/or the IRB (or their nominees, including any organising committees of any future Rugby World Cup tournaments) for any purposes in connection with the staging of the Tournament and/or for the benefit of staging of future Rugby World Cup tournaments.

## 20 PERSONNEL

- 20.1 **Quantity:** The Venue Owner shall supply or procure the services of an appropriate number of Personnel (including the provision of a reasonable contingency) in connection with the performance of its obligations under this Agreement.

- 20.2 **Qualifications and training:** The Venue Owner shall ensure that all Personnel are suitably qualified, trained and equipped to perform their respective roles in connection with the performance of the Venue Owner's obligations under this Agreement.
- 20.3 **Tournament-specific training:** The Venue Owner shall make available (at no additional cost as part of the Venue Hire Fee) all usual match day staff (including stewarding and security personnel) to ER2015 to be suitably briefed and inducted together with (free of charge) the use of a suitable room for the provision of such induction training and briefing. ER2015 shall attend and contribute to any such induction training. All other accreditation and training shall be managed by ER2015 at its own cost.
- 20.4 **Compliance with ER2015 policies and procedures:** The Venue Owner shall procure that all members of Personnel comply with such practices, policies, procedures and guidelines (including, but not limited to, any security, access, accreditation policies and guidelines) from time to time required by ER2015 during the Exclusive Use Period for the proper purposes of the Tournament. The Venue Owner acknowledges that ER2015 reserves the right to deny or withdraw Tournament accreditation in respect of any member of Personnel in the event that such person fails to comply with such practices, policies, procedures and guidelines or any other requirement of this Agreement.
- 20.5 **Uniforms to be free of branding:** The Venue Owner shall procure (at no additional cost to ER2015 as part of the Venue Hire Fee) that the uniforms of the Venue Owner's operational personnel (including the Venue Owner's contractors) while present at the Venue on Match Days shall be Clean save to the extent otherwise agreed by ER2015.
- 20.6 **Conduct:** The Venue Owner shall use reasonable endeavours to procure that all members of the Personnel shall not intrude upon the privacy of Teams participating in the Tournament or interfere with the conduct of the Tournament and not cause any damage to any property or persons.
- 20.7 **UK right-to-work:** The Venue Owner shall use reasonable endeavours to ensure that all members of the Personnel shall have the right to work in the United Kingdom.
- 20.8 **Replacement of Personnel:** If ER2015 considers (acting reasonably) that any member of the Personnel is not performing any part of the Services in accordance with this Agreement or is otherwise unsatisfactory then ER2015 may give notice to such effect to the Venue Owner setting out its concerns (which shall be in writing save that during the Exclusive Use Period it may be given orally by ER2015's Relationship Manager or his/her delegate PROVIDED THAT it shall be confirmed in writing by ER2015's Relationship Manager as soon as reasonably practicable thereafter). If the Venue Owner does not resolve such concerns to the reasonable satisfaction of ER2015 within ten Business Days (or within four hours during the Exclusive Use Period) then, without prejudice to any other rights or remedies of ER2015 pursuant to this Agreement, following a request from ER2015 (which shall be in writing save that during the Exclusive Use Period it may be given orally by ER2015's Relationship Manager or his/her delegate PROVIDED THAT it shall be confirmed in writing by ER2015's Relationship Manager as soon as reasonably practicable thereafter) the Venue Owner shall arrange as soon as reasonably practicable for such person to cease being involved in any way in the provision of the Services and the Venue Owner shall procure the replacement of such person with a person of suitable ability, experience and qualifications as soon as reasonably practicable thereafter.
- 20.9 **Welfare:** The Venue Owner shall ensure that its employees, volunteers and the employees of its subcontractors deployed at the Venue in connection with the Tournament are provided with good quality welfare facilities (including safe working conditions, hygienic sanitary facilities, access to rest areas and reasonable working hours) and the Venue Owner shall comply with (and procure that its subcontractors comply with) the National Minimum Wage Act.



- 20.10 **Grievances:** The Venue Owner shall notify ER2015 promptly in the event that the Venue Owner becomes aware of any grievance, dispute or other issue arising among the Personnel which could have an adverse material impact on the readiness of the Venue for the staging of the Matches and/or the provision of the Services on Match Days and the Venue Owner shall promptly take such steps in respect of such matter as its considers prudent (acting reasonably) and with due regard to any reasonable representations made by ER2015 in respect of such matter.
- 20.11 **Non-solicitation:** In order to protect the legitimate business interests of the Parties, neither Party shall knowingly, at any time prior to the expiry of the Tournament, directly or indirectly, either alone or with or on behalf of any third party, solicit or endeavour to entice away from the other Party any person, firm or company with whom they had contact and who or which was an employee, secondee or consultant of the other Party. For the avoidance of doubt, nothing in this Clause shall apply to any person who contacts a Party on his or her own without any solicitation by or on behalf of that Party or in response to a Party's general solicitations for employment (through means such as newspapers and online recruitment sites) directed to the public at large.
- 20.12 **Not agents or employees of ER2015:** The Parties acknowledge that the Personnel are not employees or agents of ER2015 and the Venue Owner shall assume full responsibility for their acts and omissions. ER2015 shall not responsible for the payment of any remuneration, benefits, entitlements and outgoings in respect of the Personnel (including, without limitation, any wages, holiday pay, PAYE, National Insurance contributions, pension contributions and otherwise) and the Venue Owner shall discharge and hereby undertakes to indemnify ER2015 against all costs, claims, damages and expenses arising from or in respect of the Personnel up to and including the expiry or termination of this Agreement.
- 20.13 **ER2015 volunteering programme:** The Venue Owner shall use reasonable endeavours to support and assist any volunteering initiatives implemented by ER2015 in respect of the Matches at the Venue. All Volunteer selection, recruitment and training shall be managed by ER2015 at its own cost.

## 21 PLANT, MACHINERY AND EQUIPMENT

- 21.1 **Plant, machinery and equipment:** The Venue Owner will supply all plant, machinery, equipment, uniforms, consumables and materials which are required by the Personnel in connection with the performance of the Venue Owner's obligations under this Agreement. All such plant, machinery, equipment, uniforms, consumables and materials shall be of satisfactory quality and (on Match Days and on such other days during the Exclusive Use Period as required by ER2015 but not, for the avoidance of doubt, in respect of the Test Event) shall not carry any form of commercial advertising, branding or message without the prior written consent of ER2015 acting in its absolute discretion. (Save in respect of the Test Event) ER2015 reserves the right to remove or conceal any such commercial advertising, branding or message at the expense of Venue Owner.
- 21.2 **RWCL Licensees:** (Save in respect of the Test Event) to the extent required by ER2015 but subject to the Venue Owner's public procurement requirements, the Venue Owner shall use the goods and services of the RWCL Licensees in connection with the provision of the Services, provided that ER2015 shall procure that such RWCL Licensees shall supply the goods and services to such quality and standards as may reasonably be required by the Venue Owner and at a price and on terms and conditions that are not less favourable to the Venue Owner than the Venue Owner would be able to procure such goods and services on the open market or from its own suppliers.

## 22 SUSTAINABILITY

The Venue Owner shall perform its obligations under this Agreement in accordance with the London Legacy Development Corporation's sustainability policy for the Park ([http://www.londonlegacy.co.uk/media/LLDC>Your\\_sustainability\\_guide\\_to\\_the\\_Queen\\_Elizabeth\\_Olympic\\_Park2030.pdf](http://www.londonlegacy.co.uk/media/LLDC>Your_sustainability_guide_to_the_Queen_Elizabeth_Olympic_Park2030.pdf)). ER2015 shall be responsible for any additional costs incurred by the Venue Owner in respect of any additional sustainability requirements of ER2015 to the extent not reasonably commensurate with the size, scope, complexity, status and reputation of the Tournament, being one of the top five global international sporting events.

## 23 ASSIGNMENT AND SUBCONTRACTING

- 23.1 **No unauthorised assignment:** Neither Party shall assign, charge, novate, declare a trust of or otherwise dispose of the whole or any part of this Agreement or any of its rights or obligations under this Agreement unless with the consent of the other party save as expressly permitted under Clause 23.2 of this Agreement PROVIDED THAT, for the avoidance of doubt, the Venue Owner acknowledges that ER2015 shall be entitled to appoint at its discretion a promoter in respect of the Test Event.
- 23.2 **Subcontracting by Venue Owner:** (Subject to any public procurement requirements) the Venue Owner shall not subcontract any of its obligations under this Agreement without prior consultation with ER2015 and the Venue Owner shall have due regard (to the extent it is lawfully able) to any reasonable representations made by ER2015 in respect of any such proposed subcontractor. For the avoidance of doubt, the entry by the Venue Owner into a subcontract will not relieve the Venue Owner from liability for the performance of any obligations under this Agreement.
- 23.3 **No marketing rights:** The Venue Owner shall not subcontract any of its obligations under this Agreement and shall procure that the Stadium Operator shall not subcontract any of its obligations (to the extent relating to the Venue Owner's obligations under this Agreement) without ensuring that the terms of any such subcontract include an obligation by the proposed subcontractor:
- (a) not undertake any form of Ambush Marketing (or facilitate a third party to undertake any form of Ambush Marketing);
  - (b) not use any trademarks, trade names or logos so resembling the Marks as to be likely to cause confusion with the Marks;
  - (c) not to cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Marks or other intellectual property rights of RWCL or the IRB; and
  - (d) not do anything which does or may bring ER2015 or the Tournament into disrepute.

## 24 INTELLECTUAL PROPERTY RIGHTS

- 24.1 **Ownership of Works:** The Parties acknowledge that ER2015 shall have all Intellectual Property in the Works and the Venue Owner hereby assigns to ER2015 with full title guarantee, all Intellectual Property, present and (to the extent permitted by Law) future, in the Works.
- 24.2 **Vesting ownership of Works in ER2015:** The Venue Owner shall execute such documents and deeds, and do all matters, acts and things as ER2015 may at any time require properly to vest the Intellectual Property in the Works in ER2015 or its nominee

absolutely as legal and beneficial owner or otherwise to perfect the title of ER2015 (or its nominee) thereto, including procuring that any subcontractor of the Venue Owner or any member of the Personnel shall assign to ER2015 his/her/its Intellectual Property in the Works. The provisions of this Clause shall survive the termination of this Agreement, howsoever caused.

- 24.3 **Licence to use Works:** ER2015 grants to the Venue Owner a royalty-free, non-exclusive, perpetual and irrevocable licence to use, reproduce and maintain all Intellectual Property, present and (to the extent permitted by Law) future, in the Works for the purposes of the performance of the Venue Owner's obligations under this Agreement and for the staging of future events at the Venue. The Venue Owner shall be entitled to sub-license, transfer, novate or assign such licence at no cost.
- 24.4 **Licence to use Operational Plans and Background Materials:** The Venue Owner grants to ER2015 a royalty-free, non-exclusive, perpetual and irrevocable licence to use, reproduce and maintain all Intellectual Property, present and (to the extent permitted by law) future, in the Operational Plans and the Background Materials for the purposes of the Tournament. ER2015 shall be entitled to sub-license, transfer, novate or assign such licence to the RWCL or its nominees at no cost for the purposes of staging future Rugby World Cup tournaments.
- 24.5 **Disclosure of Works:** The Venue Owner shall promptly disclose to ER2015 (on request) full details of any Works from time to time generated.
- 24.6 **Waiver of moral rights:** The Venue Owner hereby irrevocably (and in writing) waives and undertakes not to assert and shall procure that any subcontractor or member of Personnel shall waive irrevocably (and in writing) and undertake not to assert, to the extent permitted by law, any moral rights or other non-transferable rights it or they may have in the Works in any jurisdiction.
- 24.7 **Handling of IP Claims:** Each Party shall notify the other in writing as soon as it becomes aware of any IP Claim.
- 24.8 **Variation of Services:** If any IP Claim is made or, in either Party's reasonable opinion likely to be made, the Venue Owner may, at its own cost and subject to ER2015's acceptance (acting reasonably in the context of the Key Objectives), modify the Services or any or all of the deliverables without reducing their performance or functionality, or substitute alternative services or materials of equivalent performance or functionality, so as to avoid the infringement or alleged infringement, provided that the requirements of this Agreement apply to such modified services or deliverables.

## 25 CONFIDENTIALITY

25.1 **Confidentiality:** each Party undertakes to the other Party as follows:

- (a) to keep secure and (whether before or after the termination or expiry of this Agreement) not to divulge, publish, copy, reproduce or distribute any of the Confidential Information disclosed to it by the other Party otherwise than as required by Law or in the case of the Venue Owner for the proper performance of its obligations under this Agreement (including, for the avoidance of doubt, as may be reasonably required in connection with the appointment of the Stadium Operator), or in the case of ER2015 in the proper course of staging of the Tournament;
- (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information for any purpose otherwise than in the case of the Venue Owner for the proper performance of its obligations in Law or under this

Agreement or in the case of ER2015 in the proper course of staging of the Tournament or pursuant to Clause 19.7; and

- (c) if required by Law and to the extent lawfully able, to advise the other party of the proposed form of any such disclosure and take into account the reasonable comments of the other party.

25.2 **Duration:** The restriction in Clause 25.1 shall continue to apply after the termination or expiry of this Agreement, without limit in time.

25.3 **Disclosure to Personnel:** The Venue Owner shall procure that any Personnel or other third party to whom the Venue Owner has disclosed, or proposes to disclose, Confidential Information shall comply with Clause 25.1 as if binding on them directly, and without limitation the Venue Owner shall at its own expense take all reasonable steps (including by commencing legal proceedings) to restrain any such individual from using or disclosing Confidential Information except as permitted by ER2015. If required by ER2015 in writing, the Venue Owner shall ensure that any Personnel or other third party to whom the Venue Owner has disclosed, or proposes to disclose, Confidential Information signs an undertaking (in such terms as ER2015 may reasonably require) to be bound by the obligations contained this Clause 25.

## 26 INSURANCE

26.1 **Venue Owner insurance:** The Venue Owner will procure (at no additional cost to ER2015 as part of the Venue Hire Fee) that such comprehensive insurance cover as may be required by law or, if greater, that may reasonably be expected to be maintained by properly qualified and competent persons experienced in carrying out events and providing services and works of a similar size, scope, complexity and purpose to the Venue Owner's obligations under this Agreement is maintained in force with reputable insurers (the **Venue Owner Insurance Policies**) including but not limited to:

- (a) the Venue Owner's Construction Works and the Venue Owner's Overlay Works;
- (b) buildings insurance in respect of the Venue (including engineering and electrical plant and machinery and boiler breakdown insurance);
- (c) employer's liability insurance; and
- (d) public liability insurance for personal injury and property damage with a limit of indemnity of not less than £100 million in relation to any one claim or series of claims.

26.2 **ER2015 insurance:** ER2015 will (at its own cost) maintain in force with reputable insurers such comprehensive insurance cover as may be required by law or, if greater, that may reasonably be expected to be maintained by properly qualified and competent persons experienced in carrying out a major international tournament (the **ER2015 Insurance Policies**), and in any event must ensure as a minimum that the following policies of insurance are procured:

- (a) event cancellation and abandonment insurance to the full amount of ER2015's projected ticketing revenue in respect of the Tournament;
- (b) buildings insurance to the full amount of the ER2015 Overlay Works;
- (c) employer's liability insurance; and

- (d) public liability insurance for personal injury and property damage with a limit of indemnity of not less than £100 million in relation to any one claim or series of claims; and

and provided that all such insurances provide cover for losses that happen during the term of this Agreement regardless of when they are claimed (i.e. are events-occurring policies) and are maintained for the duration of the term of this Agreement and provided further that ER2015 shall ensure that all its agents and sub-contractors involved in the provision of the ER2015 Overlay Works hold and maintain appropriate cover in relation to the buildings insurance in respect of the ER2015 Overlay Works, employer's liability insurance and public liability insurance for personal injury and property damage;

- 26.3 **Evidence of cover:** Each Party shall provide (on request) evidence reasonably satisfactory to the other Party that each of their respective Insurance Policies is in full force and effect and that all relevant premiums have been paid.
- 26.4 **Compliance with insurance terms and conditions:** Each Party shall comply with all terms and conditions of the their respective Insurance Policies at all times and shall not do anything which would or might invalidate or prejudice any of such Insurance Policies or any part thereof or any claim arising under the Insurance Policies.

## 27 WARRANTIES

- 27.1 **Venue Owner warranties:** The Venue Owner warrants, undertakes and represents to ER2015 that:

- (a) it has full right, power and authority with all necessary licences, consents and permissions (excluding, for the avoidance of doubt, the Consents) (whether pursuant to any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents, any contractual or other obligation owed by the Venue Owner to any other person, any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgement of any court or any Governmental entity, or otherwise) to enter into this Agreement, to perform its obligations under this Agreement and to grant, or procure the grant of, the rights that are granted to ER2015 and RWCL by this Agreement free from all encumbrances and restrictions of whatever nature;
- (b) no rights in respect of the Venue have been nor will be granted, assigned, licensed or transferred or otherwise disposed of by the Venue Owner which might conflict with, limit or restrict in any way the rights granted to ER2015 and RWCL under this Agreement;
- (c) no litigation, arbitration, adjudication, mediation or other dispute resolution process has been commenced or are pending or, to the Venue's Owner's actual knowledge, threatened which may have an adverse effect on the Venue Owner's ability to perform its obligations under this Agreement;
- (d) (to the best of the Venue Owner's knowledge and belief) all information, representations and other statements of any nature whatsoever made or given by the Venue Owner to ER2015 before the date of this Agreement, whether in any tender, correspondence, negotiations or otherwise are true and accurate in all material respects and not misleading in any material respect whether by omission or otherwise;
- (e) it has disclosed to ER2015 all local restrictions on noise control and abatements, curfews, restrictions on kick-off times, all potential conflicts with the use of the Venue during the Tournament, and all other facts, matters, circumstances and

other things of which it is aware as would reasonably be likely to affect the willingness of ER2015 to stage the Matches at the Venue;

- (f) it will at all times remain liable for all losses, damages, costs and expenses of any kind which ER2015 may incur as a result of the environmental condition of the Venue, including without limitation any claims relating to the migration from the Venue of any contaminating or hazardous substances, only as a direct result of any act, fault, negligence or omission of the Venue Owner;
- (g) no rights or activities or occupiers or incumbents (including leases, reserved seating agreements, debenture holders, priority access rights holders, season ticket holders, tenants, supply and merchandising agreements, hospitality agreements and/or any food, beverage and catering agreements) in any way compete with, limit, hinder or detract from the exercise of the Commercial Rights by RWCL or its licensees; and
- (h) it has complied with all anti-bribery and anti-corruption Law in connection with the grant of this Agreement and has procedures and structures in place to prevent employees and persons associated with it from undertaking conduct that might amount to a breach of such Law.

**27.2 ER2015 warranties:** ER2015 warrants, undertakes and represents to the Venue Owner that:

- (a) it has full right, power and authority with all necessary licences, consents and permissions (whether pursuant to any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents, any contractual or other obligation owed by ER2015 to any other person, any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgement of any court or any Governmental entity, or otherwise) to enter into this Agreement and to perform its obligations under this Agreement free from all encumbrances and restrictions of whatever nature;
- (b) no litigation, arbitration, adjudication, mediation or other dispute resolution process has been commenced or are pending or, to ER2015's actual knowledge, threatened which may have an adverse effect on ER2015's ability to perform its obligations under this Agreement;
- (c) all information, representations and other statements of any nature whatsoever made or given by ER2015 to the Venue Owner before the date of this Agreement, whether in any tender, correspondence, negotiations or otherwise are true and accurate in all material respects and not misleading in any material respect whether by omission or otherwise; and
- (d) it has complied with all anti-bribery and anti-corruption Law in connection with the grant of this Agreement and has procedures and structures in place to prevent employees and persons associated with it from undertaking conduct that might amount to a breach of such Law.

## **28 NO MARKETING RIGHTS**

**28.1 No rights of association:** The Venue Owner shall not, by virtue of this Agreement nor as a consequence of the use of the Venue for the Tournament, acquire any right to use the Marks or to associate itself with ER2015, RWCL or the Tournament (whether prior to, during or after the Tournament) without the prior consent of ER2015.



28.2 **Announcements:** The Venue Owner shall not (and shall procure that the Personnel shall not) make any announcements or press statements in relation to the use of the Venue in connection with the Tournament or refer to the fact that the Venue is an official venue of the Tournament in any publication, advertisement or other marketing information without the prior written approval of ER2015 (such agreement not to be unreasonably withheld). ER2015 shall give reasonable notice to, and consult with, the Venue Owner in respect of all such public announcements or press statements which refer specifically to the Venue or the Venue Owner. For the avoidance of doubt, this sub-Clause shall not restrict the Venue Owner from issuing press statements in relation to the Venue Owner's construction works in the Venue generally.

28.3 **Ambush Marketing:** The Venue Owner agrees that it shall:

- (a) not undertake any form of Ambush Marketing or knowingly facilitate a third party to undertake any form of Ambush Marketing at the Venue;
- (b) not authorise any form of Ambush Marketing by a third party within the Venue during the Tournament;
- (c) to enforce as directed by ER2015 all conditions of accreditation and spectator access to the Venue during the Exclusive Use Period, including but not limited to, in the event of any Ambush Marketing activity; demonstration; political, religious or racial propaganda; or unauthorised trading within the Venue, subject at all times to the Venue Owner's obligations under Law;
- (d) not use any trademarks, trade names or logos so resembling the Marks as to be likely to cause confusion with the Marks; and
- (e) not cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Marks or other intellectual property rights of ER2015 or RWCL.

28.4 **No association with Olympic movement:** ER2015 shall not, by virtue of this Agreement nor as a consequence of the use of the Venue for the Tournament, acquire any right to undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of ER2015 or the Tournament with the Olympic movement, and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate).

## 29 REMEDIES

29.1 **Default Notice:** (Without prejudice to ER2015's rights pursuant to Clause 3.14) if at any time:

- (a) either Party has failed or is failing to comply with any term of this Agreement or the Operational Plans; and/or
- (b) either Party or any subcontractor of that Party or member of Personnel commits or permits any material act which shall be illegal, grossly negligent or fraudulent;

the relevant Party may give written notice to such effect to the other Party (a **Default Notice**) and thereafter that other Party shall:

- (i) promptly investigate the underlying causes of the alleged failure and provide an accurate written report on the causes to Party providing the Default Notice;



- (ii) take whatever action as is necessary to correct the causes of the failure at its own cost and/or implementing such changes to its routines or procedures as are necessary to avoid repetition of the failure; and
- (iii) on request, advise the Party providing the Default Notice, in writing of the steps being taken to address the failure (including any changes to prevent repetition of the failure) and the status of those remedial actions.

29.2 **Self-help rights:** Without prejudice to any other right or remedy of the Parties (including, without limitation, ER2015's rights under Clause 3.14A and/or to the terms of any contingency plan that may be agreed between the Parties pursuant to Clause 3.14(a)), if following receipt of a Default Notice the Party receiving the notice fails to remedy any matter referred to in the Default Notice (if capable of remedy):

- (a) within five days (if the matter occurs more than four months prior the first Match of the Tournament); or
- (b) within one day (if the matter arises within four months prior to the first Match of the Tournament); or
- (c) within four hours (if the matter arises on the actual or intended day of a Match)

then (otherwise than in respect of the Venue Owner's Construction Works and/or the Venue Owner's Overlay Works and subject to the requirements of the Venue's safety certificate and premises licence) the Party providing the notice may (but shall not be obliged to) avail itself of any one or more of the following remedies at its discretion (whether or not such matter is a Dispute or an Emergency Dispute and has been referred for resolution pursuant to Clause 33) by giving notice to such effect to the other Party (a **Self-Help Notice**) (which shall be in writing):

- (i) to take all such steps as that Party considers necessary for that Party (or their nominees) to take over the management and/or performance of the relevant part of the other Party's obligations under this Agreement;
- (ii) to require the Venue Owner to exercise any step-in rights or termination rights the Venue Owner has against any of its sub-contractors in accordance with ER2015's written instructions so as to enable such steps to be taken in respect of that sub-contractor's contribution to the performance of the Venue Owner's obligations under this Agreement;
- (iii) to take all such actions necessary to rectify the breach or the act or to comply with the terms of this Agreement and the Operational Plans;
- (iv) to obtain equivalent services in substitution from another supplier and to recover from the other Party any expenditure incurred in obtaining such replacement services; and/or
- (v) (only in respect of a Default Notice served by ER2015) to relocate the Matches or any of them to a different venue.

29.3 **Consequences of self-help:** In the event that a Party exercises its rights under Clause 29.2 the Parties shall co-operate fully with each other or their nominees and agents and shall provide all assistance as reasonably required by the other Party (in the context of the Key Objectives) at no charge with the objective of restoring performance in relation to the affected obligations as soon as possible, provided that a Party exercising its rights under Clause 29.2 (the **Self-Help Party**) shall indemnify the other Party against any and all additional losses, damages, payments, costs, expenses (including legal expenses on

an indemnity basis) judgements, fines, penalties, obligations and liabilities incurred by the relevant Party not otherwise than as a result of any such directions if any mediator or court of law subsequently rules that the Self-Help Party was not entitled to exercise rights under Clause 29.2 in relation to that matter.

**29.4 Termination:**

- (a) Either Party (the **Initiating Party**) may terminate this Agreement with immediate effect by written notice to the other Party (the **Breaching Party**) on, or at any time after, the occurrence of any of the following events:
  - (i) the Breaching Party commits a material irremediable breach of this Agreement;
  - (ii) the Breaching Party commits a material remediable breach of this Agreement and fails to remedy the breach within thirty days starting on the day after receipt of written notice from the Initiating Party giving reasonable details of the breach and requiring the Breaching Party to remedy the breach and stating that a failure to remedy the breach may give rise to termination under Clause 29.4 of this Agreement;

**29.5 Consequences of termination:** Termination or expiry of this Agreement for any reason will not affect the coming into force or the continuance of any provision of this Agreement which expressly or by implication is intended to come into or continue in force by or after expiry or termination, including Clauses 13.5, 14, 15, 20.11, 24, 25, 26, 28, 30 and 32.

**29.6 Disengagement Services:** Upon the termination of this Agreement or the relocation of any Match from the Venue which, in either case, is due to a material breach by the Venue Owner of this Agreement the Venue Owner shall (if requested by ER2015) provide all such assistance and services as ER2015 may require (acting reasonably in the context of the Key Objectives) to ER2015 or to any replacement venue in order to facilitate the prompt and orderly handover of the hosting of the Match or the provision of any other Service to ensure that each Match takes place with the minimum of disruption and, as far as is reasonably practicable, upon the dates allocated for each Match and the integrity of the Tournament is protected. Without limitation, such assistance shall include:

- (a) answer such queries and/or supply such information as reasonably requested by ER2015 or any replacement venue owner;
- (b) deliver up to ER2015 all Works, Background Materials, Confidential Information, deliverables and documents (including correspondence, plans, drawings and other documents of whatever nature and all copies, whether on paper, computer memory or otherwise) made or compiled or acquired by the Venue Owner in connection with the performance of its obligations under this Agreement up to the effective date of the termination; and/or
- (c) take reasonable steps to expunge all Confidential Information from any computer, word processor or other device of the Venue Owner (or any subcontractor or member of Personnel) containing such Confidential Information except to the extent required for the Venue Owner to meet its obligations in Law or to safeguard its rights under this Agreement.

**29.7 Antecedent claims:** Termination or expiry of this Agreement for any reason shall be without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination and shall not limit either Party from pursuing any other remedies available to it, including injunctive relief.

## 30 LIABILITY

- 30.1 **No exclusion of liability that cannot be excluded by Law:** Nothing in this Agreement shall exclude or restrict either Party's liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from the negligence of that Party its employees or contractors, or for any other liability which cannot be limited or excluded by Law.
- 30.2 **Indirect, special and consequential loss:** Without prejudice to Clause 30.1, neither Party shall be liable to the other under this Agreement for any indirect, special or consequential loss or damage.
- 30.3 **Limitation of liability:** Save as otherwise provided in this Clause 30, the aggregate liability for all claims in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of this Agreement by either Party to the other shall be limited to [REDACTED].
- 30.4 **Insurance:** The limit on liability set out in Clause 30.3 shall not apply to the liability of either Party (the **Defaulting Party**) arising in connection with the performance of this Agreement to the extent that the relevant loss is either (i) compensated by insurance required to be procured by the Defaulting Party under this Agreement or by Law; or (ii) would have been so compensated but for any act, omission or default of the Defaulting Party in relation to its obligations pursuant to Clause 26.

## 31 FORCE MAJEURE

- 31.1 **Notification:** If and to the extent that the Venue Owner is prevented from performing any or all of its obligations under this Agreement by an event of Force Majeure then it shall notify ER2015 as soon as possible in writing, specifying the nature, cause and consequences or likely consequences of the event of Force Majeure together with such evidence verifying the event of Force Majeure as it can reasonably provide and its estimate of the expected duration of the event of Force Majeure event and its proposals for mitigating the effects of the Force Majeure event.
- 31.2 **Release:** The Venue Owner shall not be deemed to be in breach of this Agreement, or otherwise liable to ER2015, for any non-performance of its obligations under this Agreement to the extent due to an event of Force Majeure.
- 31.3 **Minimise disruption:** The Venue Owner shall take such action as reasonably required by ER2015 in the circumstances to mitigate the effects of such event of Force Majeure to ensure that the relevant Matches take place with the minimum of disruption as reasonably practicable and the integrity of the Tournament is protected.
- 31.4 **Self-help:** If and to the extent that the Venue Owner is prevented by an event of Force Majeure from performing any or all of its obligations under this Agreement, ER2015 may, at its absolute discretion, do one or more of the following:
- (a) (otherwise than in respect of the Venue Owner's Construction Works and/or the Venue Owner's Overlay Works) obtain equivalent services in substitution from another supplier at the cost of ER2015; or
  - (b) relocate the Matches or any of them to a different venue and ER2015 shall meet any abortive incremental costs incurred by the Venue Owner in respect of such Matches as demonstrated to the reasonable satisfaction of ER2015 but shall not otherwise be liable to the Venue Owner.

## 32 CANCELLATION OF THE TOURNAMENT

- 32.1 In the event that the Tournament is cancelled, with effect from the date on which RWCL officially announces that the Tournament will not be held or will not continue:
- (a) this Agreement shall terminate;
  - (b) each Party shall be relieved of its obligations under this Agreement save for those obligations which are expressed to survive termination;
  - (c) ER2015 shall pay to the Venue Owner:
    - (i) the Venue Hire Fee for each of the Matches provisionally allocated to the Venue in paragraph 1.4 of Schedule 2 and not played and the Venue Hire Fee for any Matches subsequently assigned to the Venue before the cancellation and not played; and
    - (ii) [an amount of ██████████ for loss of profit to the Venue Owner from public catering in the event that the Tournament is cancelled prior to the first Match to be staged at the Venue or in the event that the Tournament is cancelled after the first Match staged at the Venue a fair and reasonable amount for the loss of profit to the Venue Owner as agreed between the Parties acting reasonably;]
  - (d) but shall not otherwise be liable to the Venue Owner;
  - (e) the provisions of Clause 29.5 shall apply.

## 33 DISPUTE RESOLUTION

- 33.1 **Negotiation:** (Subject to Clause 33.2) in the event of any dispute or difference of whatever nature arising between ER2015 and the Venue Owner in connection with this Agreement whether before or after repudiation or termination of this Agreement (a **Dispute**):
- (a) the Parties' operational teams shall use their best endeavours to resolve the Dispute without delay;
  - (b) in the event that the Parties' operational teams are not able to resolve such Dispute within three Business Days of such Dispute being identified and notified to the other Party (or such shorter period as may be agreed by the Parties), then the matter shall be referred to the Parties' Relationship Managers, who shall discuss the matter as soon as reasonably practicable following such referral;
  - (c) in the event that the Parties' Relationship Managers are not able to resolve such Dispute within three Business Days of such referral (or such shorter period agreed between the Parties), then the matter shall be referred to the Rugby Operations Director of ER2015 on behalf of ER2015 (Neil Snowball) and the Executive Director of Park Operations and Venues of London Legacy Development Corporation for the Venue Owner (Mark Camley), who shall discuss the matter as soon as reasonably practicable following such referral;
  - (d) in the event that the Rugby Operations Director of ER2015 on behalf of ER2015 (Neil Snowball) and the Executive Director of Park Operations and Venues of London Legacy Development Corporation for the Venue Owner (Mark Camley) are not able to resolve such Dispute within three Business Days of such referral

(or such shorter period agreed between the Parties) then the matter shall be referred to the Chief Executive Officers of the Parties to discuss the matter.

- 33.2 **Expedited Negotiation:** If a Dispute occurs during the Tournament or (at any other time) in the opinion of either Party requires prompt agreement or resolution (an **Emergency Dispute**) either Party may require that senior executives of the Parties meet (or hold a teleconference) within two hours of such demand to seek to resolve the Emergency Dispute. If such senior executives are unable to resolve the Emergency Dispute then the matter shall immediately be referred to the Director of Rugby Operations of ER2015 on behalf of ER2015 (Neil Snowball) or his nominee and the Executive Director of Park Operations and Venues of London Legacy Development Corporation on behalf of the Venue Owner (Mark Camley) or his/her nominee to discuss the matter.
- 33.3 **Mediation:** Subject to Clause 33.4, if the Parties are unable to resolve a Dispute or an Emergency Dispute in accordance with Clause 33.1 or 33.2 (as the case may be), the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. Subject to clause 33.4, the mediation will start not later than five Business Days after the date of the ADR notice in the case of a Dispute and 48 hours in the case of an Emergency Dispute.
- 33.4 **Disputes arising during the Exclusive Use Period:** If the Parties are unable to resolve a Dispute or an Emergency Dispute (which, in either case, arises during the Exclusive Use Period) in accordance with Clauses 33.1 or 33.2 (as the case may be), either Party may refer the Dispute or the Emergency Dispute to mediation in accordance with Clause 33.3 but not before the end of the Exclusive Use Period and any ADR notice issued during the Exclusive Use Period shall be deemed to have been dated one month following the last day of the Exclusive Use Period and, pending any such referral, in order to ensure that the relevant Matches take place with the minimum of disruption as reasonably practicable and the integrity of the Tournament is protected the dispute resolution process referred to in this Clause 33 shall be suspended and the Venue Owner shall comply, on a without prejudice basis, with any directions of ER2015 in respect of such matter until the end of the Exclusive Use Period, provided that ER2015 shall indemnify the Venue Owner against any and all additional losses, damages, payments, costs, expenses (including legal expenses on an indemnity basis) judgements, fines, penalties, obligations and liabilities incurred by the Venue Owner not otherwise than as a result of any such directions in respect of any element of such Dispute or Emergency Dispute if any mediator or court of law subsequently rules in favour of the Venue Owner in relation to the relevant element of such Dispute or Emergency Dispute.
- 33.5 **Continued performance:** Notwithstanding the existence of a Dispute or an Emergency Dispute and the operation of the phased dispute resolution as described above, each Party will continue to perform its respective obligations under this Agreement pending resolution of the Dispute or Emergency Dispute.
- 33.6 **Urgent relief:** The Parties' agreement on a staged dispute resolution as described above shall not affect the right of either Party to institute court proceedings seeking urgent injunctive relief or specific performance.
- 34 MISCELLANEOUS**
- 34.1 **Notices:** Each notice or other communication given under this Agreement must be in writing and shall be delivered personally or by first class post or by special delivery or by courier to the addressee at the relevant address below (or at such other address as a

Party may specify in writing to the other Party from time to time) and marked for the attention of the person designated below:

(a) To ER2015:

Attention: General Counsel

Address: England Rugby 2015 Limited, Webb Ellis House, Rugby Road,  
Twickenham TW1 1DZ

(b) To the Venue Owner:

Attention: The Board

Address: C/O The Chief Executive of London Legacy Development  
Corporation, Level 10, 1 Stratford Place, Montfichet Road, London E20  
1EJ

PROVIDED THAT (without prejudice to the validity of any notices served under this Clause) a copy of all such notices shall be sent simultaneously to the recipient Party's Relationship Manager.

- 34.2 **Notices effective:** A communication given in accordance with Clause 34.1 is deemed to be received by the addressee (in the case of personal delivery or special delivery or courier), when delivered; or (in the case of a first class post) on the second Business Day after posting.
- 34.3 **Not to bring Tournament into disrepute:** The Venue Owner agrees not to engage in any conduct, behaviour, practices or arrangements in relation to the discharge of its obligations under this Agreement or generally in respect of the Tournament which may bring the Tournament into public disdain or disrepute.
- 34.4 **No partnership or agency:** Nothing expressed or implied in this Agreement will constitute either Party as the partner, agent, employee, officer or joint venture partner of the other Party or (in the case of the Venue Owner) any other Tournament Stakeholder. Neither Party will make any contrary representation to any other person.
- 34.5 **Time of essence:** Time is of the essence in the performance by each party of its obligations under this Agreement.
- 34.6 **Variation:** No variation of or amendment to this Agreement will be effective unless in writing signed by duly authorised representatives of all parties. Unless expressly agreed between the Parties, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement that may have already accrued up to the date of the amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.
- 34.7 **Entire agreement:** This Agreement, including the Schedules, records the entire arrangement between the Parties relating to the matters dealt with in this Agreement and supersedes all previous arrangements, understandings or representations whether written, oral or both, relating to these matters and no Party shall have a claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to this Agreement which is not expressly set out in this Agreement. This Clause 34.7 shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

- 34.8 **Waiver:** No waiver of a Party's rights is effective unless given by that Party in writing, and any waiver is only effective in the specific instance and for the purpose of the waiver and no failure on the part of a Party to exercise any right under this Agreement will operate as a waiver. No single or partial exercise of any right under this Agreement will preclude any other or further exercise of that right or the exercise of any other right.
- 34.9 **Further assurances:** The Parties shall perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all such further documents and deeds as may be required by law or as may be necessary or reasonably required to give effect to this Agreement.
- 34.10 **Costs:** Each Party shall bear their own costs in relation to the preparation, negotiation and execution of this Agreement.
- 34.11 **Severability:** If any term or provision of this Agreement is or becomes invalid or unenforceable or in breach of any Law, such term shall be severed or amended and the validity of the remainder of this Agreement will not be affected and will remain in force and effect.
- 34.12 **Rights cumulative and non-exclusive:** All rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law, this Agreement or otherwise.
- 34.13 **Duty to mitigate:** The Parties shall, at all times, take reasonable steps (in the context of the Key Objectives) to minimise and mitigate any losses or abortive costs which the relevant Party is entitled claim or demand from, or be indemnified by, the other Party pursuant to this Agreement.
- 34.14 **Counterparts:** This Agreement may be signed in any number of counterparts each of which is deemed an original, but all of which together constitute a single instrument.
- 34.15 **Third Party Rights:** No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise save that:
- (a) RWCL may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999; and
  - (b) the British Olympic Association and the International Olympic Committee may enforce Clause 28.4 of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.



34.16 **Governing law:** This Agreement is governed by the laws of England and Wales. Except as expressly provided otherwise in this Agreement, the courts of England and Wales are to have exclusive jurisdiction to settle any disputes including claims for set off and counterclaims, which may arise in connection with this Agreement.

**IN WITNESS** of which this Agreement has been entered into on the date written above

Signed by DEBBIE JEVANS )  
for and on behalf of )  
**ENGLAND RUGBY 2015 LIMITED** )



Chief Executive Officer

Signed by )  
and by )  
for and on behalf of )  
**E20 STADIUM LLP** )  
)  
)  
)  
)



Authorised Signatory



Authorised Signatory

## SCHEDULE 1

### THE VENUE

For the purposes of this Agreement the **Venue** shall mean all that land and premises known as The Stadium and the Stadium Island, located in the Queen Elizabeth Olympic Park (as shown edged red on the Plan) including, for the avoidance of doubt, all plant machinery equipment and other facilities within or serving the Venue.





## SCHEDULE 2

### MATCH SCHEDULE

- 1.1 For the purposes of this Agreement the **Exclusive Use Period** shall mean the period commencing on (and including) 8 September 2015 and expiring on (and including) 2 November 2015 or the effective date of termination of this Agreement (whichever is earlier).
- 1.2 The Venue Owner shall not stage, nor permit any third party to stage, any event or sporting fixture at the Venue during the Exclusive Use Period (other than the Matches and associated entertainment and events organised by ER2015).
- 1.3 ER2015 shall have the right to stage the following Matches at the Venue:
- (a) France v. Romania on Wednesday, 23 September 2015 (a Category B Match);
  - (b) New Zealand v. Namibia on Thursday, 24 September 2015 (a Category B Match);
  - (c) Ireland v. Italy on Sunday, 4 October 2015 (a Category A Match);
  - (d) South Africa v. USA on Wednesday, 7 October 2015 (a Category B Match); and
  - (e) the Bronze Final on Friday, 30 October 2015.
- 1.5 In addition, ER2015 shall have the right to stage further Matches at the Venue within the Exclusive Use Period that are necessary as a result of a need to relocate a match from another venue, subject to payment of the Venue Hire Fee and, PROVIDED THAT:
- (a) the relevant Venue Hire Fee is paid in relation to any Matches relocated to the Venue;
  - (b) the relevant additional Matches are requested by ER2015 as soon as possible after the need to relocate a match has been identified by ER2015 and the Venue Owner is consulted on its ability to hold that match in the Venue;
  - (c) the Venue Owner is able (using its reasonable endeavours) to obtain in time for the relevant Match any necessary Consents to hold that Match in the Venue and all necessary public authorities (including the Metropolitan Police, Transport for London and highway authorities), private landlords owning access and egress ways, and the Venue Owner's service providers are willing and able to provide their cooperation and services (which the Venue Owner shall use reasonable endeavours to obtain) prior, during and after that Match to safeguard the health and safety of those attending that Match and to provide an event that is befitting to the reputation and stature of the Venue and of the Rugby World Cup.
- 1.7 In the event that ER2015 notifies the Venue Owner that it intends to stage additional Matches at the Venue during the Exclusive Use Period and the Venue Owner demonstrates to the reasonable satisfaction of ER2015 that the cost of providing the Match Day Services in respect of any such additional Matches exceeds the Venue Hire Fee payable in respect of the relevant additional Matches, ER2015 shall be responsible for any such excess costs (on an open book basis) in addition to the Venue Hire Fee and such costs shall be payable by ER2015 as part of the Venue Owner's final invoice to be submitted pursuant to Clause 15.6.



- 1.8 The fees for any Matches booked shall be payable regardless of whether any relevant Match is actually staged by ER2015 in the Venue (unless due to the act or default of the Venue Owner or its Personnel).





**SCHEDULE 3**  
**STADIUM SPECIFICATION**



**Schedule 3**  
**PART A**  
Stadium Specification

Feature/ Function/ Area.		Summary description										
<b>1.00</b>	<b>Seating Bowl</b>											
1.01	Capacity	<p>Gross capacity of 56,000 seats (<i>total capacity of 65,000, with planning permission for 60,000 as specified in VHA</i>) in ball sport mode including around 3,400 hospitality / VIP, indicative split as below;</p> <table border="1"> <thead> <tr> <th>Seat Type</th> <th>Minimum Capacity</th> </tr> </thead> <tbody> <tr> <td>General Admission (GA) Seats</td> <td>52,470</td> </tr> <tr> <td>Hospitality / Club Seats</td> <td>3,400</td> </tr> <tr> <td>Media Seats</td> <td>130</td> </tr> <tr> <td>Total Gross</td> <td>56,000</td> </tr> </tbody> </table> <p>The gross capacity of the stadium will be achieved by the retention of the upper tier seating, new west mid tier and the remaining will be made up by the re-locatable and demountable lower bowl and all associated ancillary equipment, including but not limited to connecting bridges.</p>	Seat Type	Minimum Capacity	General Admission (GA) Seats	52,470	Hospitality / Club Seats	3,400	Media Seats	130	Total Gross	56,000
Seat Type	Minimum Capacity											
General Admission (GA) Seats	52,470											
Hospitality / Club Seats	3,400											
Media Seats	130											
Total Gross	56,000											
1.02	Accessible Seating Provisions	<ul style="list-style-type: none"> <li>• Wheelchair user + companion seats – minimum 257</li> <li>• Amenity seats with armrests – minimum 537</li> </ul>										
1.03	Hospitality Seating	<p>Replaced seating to revised seat spacing:</p> <ul style="list-style-type: none"> <li>• VIP / Directors 600mm Min.</li> <li>• Hospitality / Boxes 550mm Min.</li> </ul>										
1.04	Media (Press and Broadcast) Seats	<ul style="list-style-type: none"> <li>• Existing terrace seating/units to be modified to incorporate “super risers” accommodating a total of 130 minimum capacity media tribunes complete with power and data, being a minimum of 1No. structured cabling (CAT6A) / position for Press and 2No. structured cabling (CAT6A) for Broadcast, and minimum of 1No. 13Amp socket outlet served from Event Continuation power source. Broken down below:</li> <li>• 4 x 3man TV positions (PAX 12)</li> <li>• 15 x 2 man TV positions (PAX 30)</li> <li>• 14 x 2 man Radio positions (PAX 28)</li> <li>• 60 non-tabled press positions (PAX 60)</li> <li>• 5 x accessible tabled press positions (PAX 5)</li> <li>• 0 x Tabled press positions.</li> <li>• Total 135</li> </ul>										
1.05	Broadcast Seats and Camera Positions	<ul style="list-style-type: none"> <li>• Broadcast camera positions to be served via local “broadcast distribution panels”, all of which are hard-</li> </ul>										



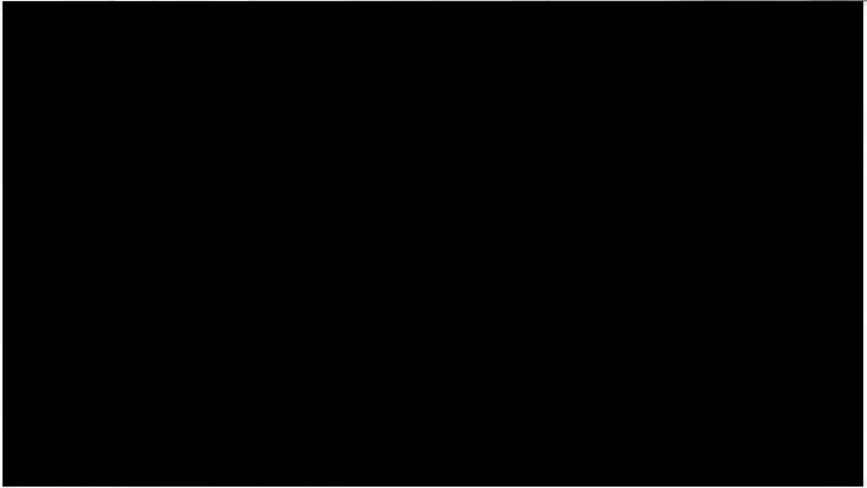

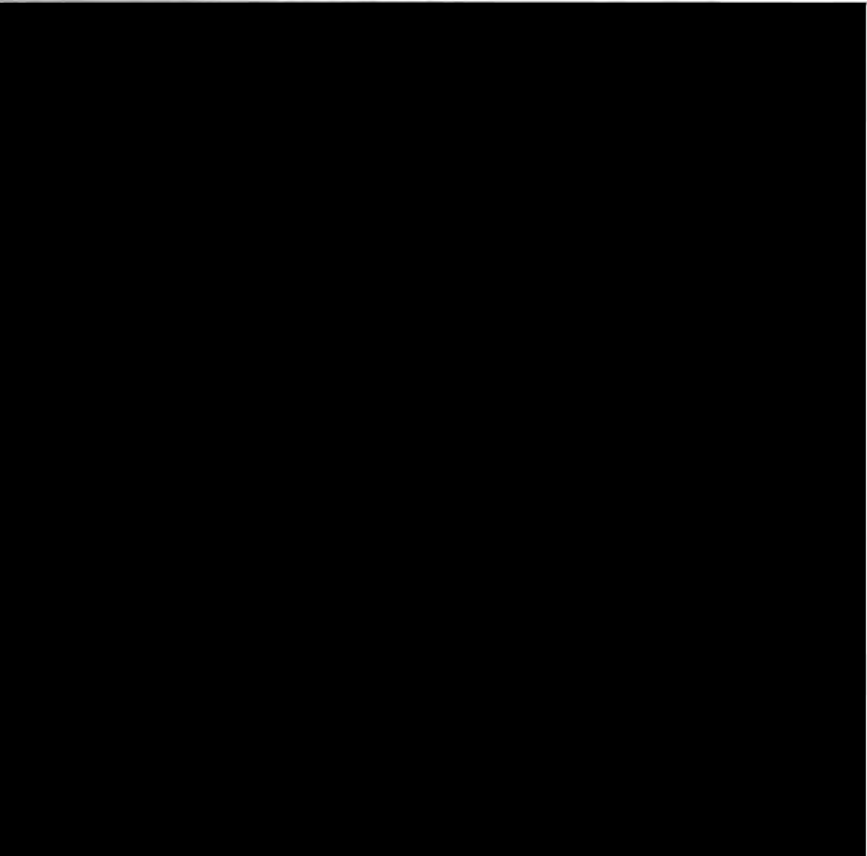
		<p>wired from broadcast compound cabinet and being located to suit “English Premier League (EPL) broadcast camera locations. “Over-slung” camera locations not provided.</p> <ul style="list-style-type: none"> <li>• Roof structure to allow for “Spider cam” installation by ER2015 utilising existing EPL broadcast infrastructure following structural review.</li> </ul>
<b>2.00</b>	<b>Field of Play</b>	
2.01	Generally	<ul style="list-style-type: none"> <li>• New reinforced grass (Desso Grassmaster) pitch infield will be fully irrigated and drained with under soil heating. Power and data to support broadcast requirements to be provided to the field of play to English Premier League Requirements</li> <li>• The new irrigation system will include water storage tanks and a pop-up sprinkler installation.</li> <li>• The Field of Play will be served via 6no. Strategically located “multi-function” bespoke power and data panels from which overlay power/data (8no. fibre cores, 4no to each Primary Equipment Room) can be derived. Each position will include the facility for overlaying power / data for event photographers on the basis that other large load items (i.e. grass-growing, retractable seating, LED pitch-side advertising, etc) are not utilised coincidentally.</li> <li>• The preparation of the pitch and playing enclosure in accordance with international rugby standards at the direction of the Organiser including: <ul style="list-style-type: none"> <li>(a) white lining the pitch and playing enclosure to the required rugby dimensions and removal of any visible painted lines that are superfluous to rugby requirements;</li> <li>(b) the installation of rugby post sockets and rugby posts (supplied by ER2015)</li> </ul> </li> </ul>
2.01a	Infield	<ul style="list-style-type: none"> <li>• Extended area of grass comprising of Desso reinforced grass seeded pitch of 115m x 68m.</li> </ul>
2.02	Under soil Heating	<ul style="list-style-type: none"> <li>• A New water-based under soil pitch heating system will be installed and computer controlled from a new pitch heating/irrigation plant room located beneath the podium.</li> </ul>
<b>3.00</b>	<b>Dug-outs</b>	
3.01	Generally	<ul style="list-style-type: none"> <li>• Pitch sport dugout areas, each with 26 standard seats located in the West Stand.</li> </ul>
<b>4.00</b>	<b>Video Screens &amp; PA System</b>	
4.01	Generally	<ul style="list-style-type: none"> <li>• Video screen &amp; scoreboard to North &amp; South stands including associated control room and equipment will be provided, ensuring no sightline issues for existing seats. Specification for screens and equipment to be appropriate for a large multi-sport venue.</li> </ul>



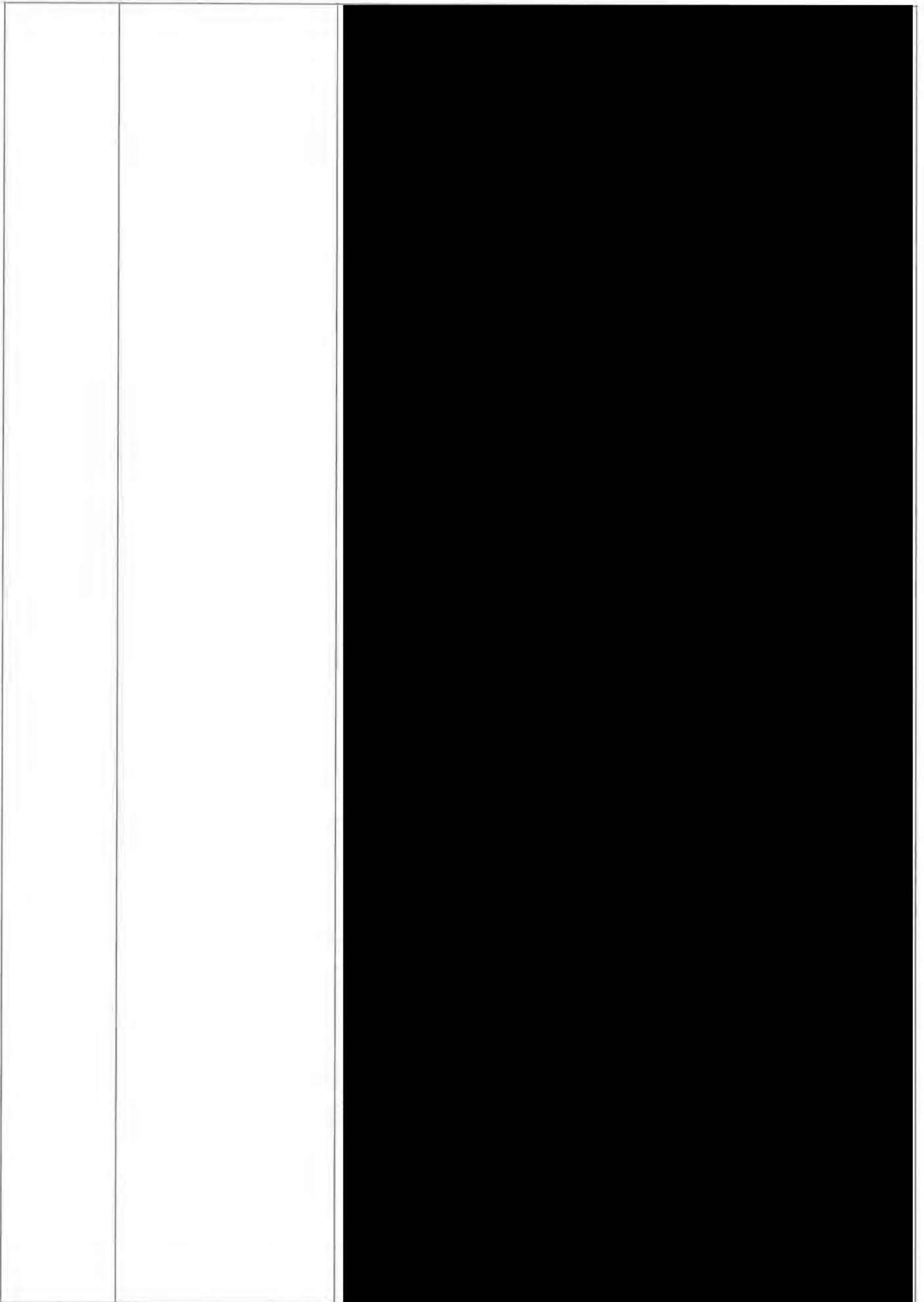


		<ul style="list-style-type: none"> <li>Control positions are to be connected (via structured cabling system) to sports presentation areas at lower ground floor and within the timing &amp; scoring box which (subject to network installation and active equipment by the operator or screen provider) will have the capability of controlling Video Screens and IPTV and cabled to/integrated with the stadium wide TV system.</li> <li>Intended sizes of 12.0m x 8.8m each, depending on supplier module size &amp; mounting requirements with operating systems.</li> <li>Strategically located power / data provisions (only) provided to support "stadium-wide" IPTV system to hospitality areas, media rooms, spectator concourse areas.</li> <li>Audio inputs points located on Field of Play and bowl.</li> <li>Fully functioning stadium control room, complying with all necessary requirements / standards for major sporting events (including satisfying JLAB requirements) provided within the West Stand</li> </ul>
<b>4.02</b>	<b>PA / Sound System</b>	<ul style="list-style-type: none"> <li>Stadium-wide PAVA system complying with all relevant British Standards and JLAB requirements provided throughout the bowl, F.O.P. and all hospitality and back-of-house areas. Input to the system to be via control room located microphone and via equipment racks located in comms rooms. The PAVA system will be fully UPS supported</li> <li>Specification for screens and PA equipment to be appropriate for a large multi-sport venue.</li> </ul>
<b>5.00</b>	<b>Turnstiles</b>	
5.01	Generally	<ul style="list-style-type: none"> <li>92 new full height electronic turnstiles will be provided around the stadium at podium level complete with Fortress access control.</li> <li>Electronic proximity readers for hospitality and VIPs at the West Stand entrances.</li> <li>Ticket office located on north podium with secure ticket transaction window fitted. Fitted out with floor, wall and ceiling finishes services including data points. FF&amp;E, IT, Ticket management and printing equipment not provided.</li> </ul>
<b>6.00</b>	<b>Perimeter Screen and Security</b>	
6.01	Generally	<ul style="list-style-type: none"> <li>New secure line to be established around the perimeter of the stadium at podium level "halo building", and in back of house areas utilising a combination of Fencing and operational solutions.</li> </ul>



		<ul style="list-style-type: none"> <li>• The secure line will incorporate the concessions, electronic turnstiles and egress gates.</li> <li>• Crime opportunities minimised as few places hidden from observation. Remaining hidden areas to be treated with lighting, CCTV and landscaping.</li> </ul>
6.02	Internal Cash office	
6.03	Other internal spaces	
6.04	ICT	







<b>7.00</b>	<b>Podium Concourse</b>	
<b>8.00</b>	<b>Concessions – Level 00</b>	
8.01	Generally	<p>Kiosk Food and Bar Service</p> <ul style="list-style-type: none"> <li>• External podium to serve lower and upper tier General Admission (GA) spectators.</li> <li>• Estimated split of 60% food outlets: 40% bar serveries.</li> <li>• Base provision of catering service facilities for GA spectators with the potential space to expand the catering service if required either on a temporary or permanent basis.</li> <li>• In principle all GA spectators will have access to the L00 concourse for food service.</li> <li>• EPOS – No EPOS system will be installed. Infrastructure including Cabling and Containment will however be installed to support the use of an EPOS system (or similar) at all retail, F&amp;B and other similar outlets including ticketing.</li> </ul>
<b>9.00</b>	<b>WCs</b>	
9.01	Generally	<p>New WCs located on each level of stadium. Split will be flexible and accommodate male/female 70% / 30% in Rugby mode.</p>
<b>10.00</b>	<b>Stadium Accommodation</b>	
	Generally	<p>Hospitality entrances located:</p> <ul style="list-style-type: none"> <li>• General Hospitality entrance level 0</li> <li>• VIP Hospitality entrance level B1</li> <li>• Entrances to be fitted with suitable ticket check equipment eg. scanners.</li> </ul> <p>Kitchens:</p> <ul style="list-style-type: none"> <li>• Preparation kitchens on level 1 and 2.</li> <li>• Main Production kitchen located on lower ground.</li> <li>• Kitchen fit-out specification and equipment to be appropriate for a large multi-sport venue.</li> </ul> <p>The following areas will include live, capped/isolated power, data (active equipment by others), water, drainage, ventilation / HVAC and other services connection points located within the room suitable for distribution if required. The space will be a basic shell with screeded floor (or similar) suitable for the application of temporary dressing/finishing (temporary dressing/finishing by ER2015). Services capacity details to be provided:</p> <ul style="list-style-type: none"> <li>• Directors' Lounge (level 01)</li> <li>• VIP Boardroom (level 01)</li> </ul>





		<p>The remaining hospitality areas will be fitted out and functional to support the event including power distribution, data points, water, drainage, lighting, ventilation / HVAC and other services finished and terminated.</p> <p>Lounge and Box spaces will be painted plasterboard finish. Ceilings will be sprayed out or plaster board finished. Access routes will be painted finish.</p>
<b>11.00</b>	<b>Changing Zone – level 00</b>	
11.01	Generally	<ul style="list-style-type: none"> <li>• Lower ground level reconfigured to support operation of both athletics and ball sports.</li> <li>• 1500sqm space provided for football operation. Will be provided as per its current design for football</li> <li>• 350sqm further area provided for general competitor changing rooms for athletes or other sports users.</li> <li>• Separate officials changing area 110sqm.</li> <li>• Indoor sprint/call track and dope testing/medical suite retained.</li> </ul>
<b>12.00</b>	<b>Control Rooms - level 01</b>	
12.01	Generally	<ul style="list-style-type: none"> <li>• New stadium control centre constructed at level 01 to accommodate emergency services and stadium CCTV. [REDACTED]</li> </ul>
<b>13.00</b>	<b>Podium Access</b>	
13.01	Generally	<ul style="list-style-type: none"> <li>• New public access stairs and lifts provided to the south and south east of the stadium providing vertical circulation links between podium and lower ground level.</li> <li>• Wayfinding will be provided covering spectator requirements. (such as direction to catering outlets / Lifts / Toilets etc)</li> <li>• All Statutory Signage will be provided as per the green guide. (such as Fire Exit signage etc)</li> </ul>
<b>14.00</b>	<b>Main Roof</b>	
14.01	Generally	<ul style="list-style-type: none"> <li>• Full roof coverage will be provided to all stadium seats in retracted or extended position.</li> <li>• Coverage is defined as being within the stadium roof-edge 'drip-line'.</li> <li>• Roof covering will be a combination of metal cladding and polycarbonate (to allow light on the pitch).</li> <li>• The extended roofing will support extended and enhanced lighting and PAVA installations.</li> <li>• Subject to structural review, the roof is expected to the capacity to support the installations by broadcasters of the usual "spider cam" or similar installations. Additionally, sports presentation</li> </ul>



		overlay achievable subject to detailed structural review of overlay requirements.
<b>15.00</b>	<b>Stadium Flood Lighting</b>	
15.01	Generally	<ul style="list-style-type: none"> <li>• New floodlights will be located on inner edge of the new and extended roof.</li> <li>• Provision will be made for current best practice HDTV flood-lights to a minimum of 2500 LUX with 'flicker free' (2% to 4%) capability under "normal" operating conditions</li> <li>• Reduced illuminance and no "flicker-free capability during event continuation.</li> <li>• Lighting will be designed in the same "mode" as for English premier league events, complete with appropriate exclusion zones and via switching to support top level Rugby.</li> <li>• Final configuration and specification to be agreed.</li> </ul>
<b>16.00</b>	<b>External Works</b>	
16.01	Generally	<ul style="list-style-type: none"> <li>• New hard &amp; soft landscaping works will be undertaken to northern edge of the stadium podium.</li> <li>• 1,600sq.m Outside Broadcast Space to be located to the South of Stadium Island adjacent to the Stadium on the Lower Ground Level, complete with single (power /broadcast) cable routes to the stadium located broadcast panels (excludes diverse routes) and complete with diverse (data/fibre) to each primary equipment room. (8no. fibre cores, 4no to each Primary Equipment Room).</li> <li>• Final location to be agreed.</li> </ul>
<b>17.00</b>	<b>Stadium Island Access Bridges</b>	
17.01	Generally	Bridges F17, F07, F11, H04, H05 will be retained permanently. Bridges, bridge abutments and railings will be upgraded from temporary to permanent where relevant.
<b>18.00</b>	<b>Design Codes</b>	
18.01	Generally	<p>To comply where appropriate with the following technical and design standards:</p> <ul style="list-style-type: none"> <li>• Guide to Safety at Sports Grounds – 5<sup>th</sup> Edition, 2008</li> <li>• Premier League Handbook 2011/2012</li> <li>• IAAF Competition Rules 2012-2013 Technical Regulations for IAAF World Athletics Series (as at 1 January 2012)</li> <li>• RFU Professional Game Board (PGB) Minimum Standards Criteria for Season 2011/12 Sports, Entertainment, Music and Dance, Boxing, Wrestling and Cinematography licences</li> </ul>



- IAAF Track and Field Facilities Manual (2008 Edition)
- FSADC Seating Sightline Terracing Guide 1991
- FSADC Stadium Public Address Systems Guide 1991
- FSADC Stadium Roofs Guide 1992
- FSADC Toilet Facilities at Stadia 1993
- FLA Sports Ground and Stadia Design Guides, including:
  - SGSG No 1 – Accessible Stadia
  - SGSG No 2 – Control Rooms
  - SGSG No 3 – Concourses
- UEFA Stadium Infrastructure Regulations 2006 (selected elements) UEFA Stadium Infrastructure Regulations Edition 2010
- FIFA Football Stadiums Technical Recommendations and Requirements 5<sup>th</sup> edition 2011
- District Surveyors Association Guides: Model Technical Regulations for Places of Public Entertainment
- Guide to Health, Safety and Welfare at Pop Concerts and similar events
- Building Regulations Approved Documentation / British & European Standards and Codes of Practice
- Fire Safety – Fire Precautions Act 197 and BS9999
- Disability Discrimination Act 1995
- Licensing Act 2003 – Current alcohol consumption legislation relating to stadia

The specification covers the following sports codes:

- Guide to Safety at Sports Grounds 5th Edition 2008.
- IAAF Track and Field Facilities Manual 2008.
- IAAF Competition Rules 2012-2013.
- Technical Regulations for IAAF World Athletics Series (as at 1 January 2012).
- Premier League Handbook 2011/ 2012.
- RFU Professional Game Board (PGB) Minimum Standards Criteria for Season 2011/ 12.
- FIFA Football Stadiums Technical Recommendations and Requirements 5th Edition 2011.
- UEFA Stadium Infrastructure Regulations Edition 2010.
- FSADC Seating Sightline Terracing Guide 1991.
- FSADC Stadium Public Address Systems Guide 1991.
- FSADC Stadium Roofs Guide 1992.
- FSADC Toilet Facilities at Stadia 1993.



		<ul style="list-style-type: none"><li>• FLA SGSG No 1 Accessible Stadia 2003.</li><li>• FLA SGSG No 2 Control Rooms 2005.</li><li>• FLA SGSG No 3 Concourses 2007.</li><li>• Premier League 'Amendments to the rule of the Premier league, Section K: Stadium Criteria and Media Access' 2013</li></ul>
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## SCHEDULE 4

### VENUE HIRE FEE

- 1.1 In consideration of the provision of the Venue in accordance with the Venue Owner's obligations under this Agreement ER2015 shall (without prejudice to its rights and remedies under this Agreement) pay the Venue Hire Fee to the Venue Owner.
- 1.2 The Venue Hire Fee shall be ██████████ plus VAT per Match SAVE THAT the Venue Hire Fee payable in respect of the first additional Category A Match staged at the Venue or any quarter-final Match or semi-final Match staged at the Venue shall be ██████████ plus VAT. For the avoidance of doubt, the Venue Hire Fee payable in respect of the 'bronze final' Match to be staged at the Venue shall be ██████████ plus VAT and the Venue Hire Fee in respect of the Ireland v. Italy match to be staged at the Venue on Sunday, 4 October 2015 shall be ██████████ plus VAT.
- 1.3 For the avoidance of doubt, the Venue Owner acknowledges that despite any:
- (a) changes in any applicable legislation;
  - (b) difficulties the Venue Owner may encounter in performing the Match Day Services or the other services and facilities comprising the Venue Hire Fee; or
  - (c) (save as provided in paragraph 1.7 of Schedule 2 or paragraph 1.4 of Schedule 5) increases in the Venue Owner's direct input costs in connection with the provision of the Match Day Services or the other services and facilities comprising the Venue Hire Fee;
- the Venue Hire Fee shall not be varied.
- 1.4 The Venue Hire Fee shall be inclusive of:
- (a) the exclusive use of the Venue by ER2015 and its nominees during the Exclusive Use Period in accordance with the terms of this Agreement;
  - (b) a non-exclusive licence to use the access and egress routes through the Park to and from the Venue before, during and after the Exclusive Use Period in accordance with the terms of this Agreement;
  - (c) the non-exclusive use of the Venue by ER2015 and its nominees before and after the Exclusive Use Period in accordance with the terms of this Agreement;
  - (d) the costs incurred by the Venue Owner in respect of the delivery of the Venue Owner's Construction Works and the Venue Owner's Overlay Works (including, but not limited to, any costs incurred by the Venue Owner obtaining any Consents in connection with such works and/or any costs incurred by the Venue Owner as a result of the acceleration of such works);
  - (e) the costs incurred by the Venue Owner in connection with the licensing and test event programme pursuant to Clauses 8.1 and 8.3;
  - (f) (subject to paragraph 1.4 of Schedule 5) the costs incurred by the Venue Owner in connection with the provision of the Match Day Services;
  - (g) the cost of all utilities (including supply and connection) other than in respect of any temporary power required by ER2015 for overlay, hospitality and broadcasting;

- (h) all taxes, business rates, Venue Owner insurance premiums and other overheads incurred by the Venue Owner connection with the use and operation of the Venue (whether incurred during the Exclusive Use Period or any periods during which ER2015 or its nominees have access to the Venue);
- (i) the cost of the inspection, maintenance and repair of the Venue during the Exclusive Use Period (save to the extent that any damage is caused by the negligence of ER2015, its nominees and their personnel);
- (j) the grant, assignment, acknowledgement or waiver (as the case may be) of the rights referred to in Clauses 10.2 and 14;
- (k) the cost of preparing the pitch and playing enclosure in accordance with international rugby standards;
- (l) the use of the following personnel (whether prior to, during, and after the Exclusive Use Period) for the purposes of the planning and the delivery of the Match at the Venue:
  - a. the Operations/Stadium Director;
  - b. the Safety Certificate holder;
  - c. the Event Manager; and
  - d. escorts for inspections and for carrying out works outside of the Exclusive Use Period;
- (m) the provision of all usual match day staff (including stewarding and security personnel) to ER2015 to be suitably briefed and inducted together with (free of charge) the use of a suitable room for the provision of such induction training and briefing;
- (n) the preparation of the Operational Plans and the other reports referred to in this Agreement and attendance at meetings;
- (o) (subject to availability) the provision of hot desk spaces (with power and internet connection) at a location and to such number as agreed between the parties (acting reasonably) from time to time in advance of the Exclusive Use Period; and
- (p) the other costs and expenses expressly referred to in this Agreement to form part of the Venue Hire Fee.

## SCHEDULE 5

### MATCH DAY SERVICES

- 1.1 The **Match Day Services** shall comprise all of the services, personnel and facilities (to the same standard and quality) required in connection with the staging of elite international sporting events at the Venue (assuming full capacity) as reasonably determined by reference to the nature, extent and quality of the facilities, services and personnel required at other Tournament venues of a reasonably equivalent capacity, and such services, facilities and personnel shall include, but shall not be limited to:
- (a) venue security and policing with the Venue (and the stadium island);
  - (b) event safety stewards (including stewarding services between the stadium island and local transport hubs);
  - (c) public catering;
  - (d) workforce feeding (except ER2015 personnel, agents, volunteers and contractors);
  - (e) cleaning and waste disposal;
  - (f) facilities management (including electricians and sound engineers);
  - (g) fire safety personnel;
  - (h) spectator medical requirements; and
  - (i) all other operational staff

as the same may be amended from time to time in accordance with the provisions of this Schedule 5;

- 1.2 (Subject to the following provisions of this Schedule 5 and subject to receiving reasonable notice) the Venue Owner shall implement any increase, reduction or other modification to the Match Day Services as may be required from time to time by ER2015 (a **Change**) PROVIDED THAT, for the avoidance of doubt, the Venue Owner shall not be required to implement any Change which would invalidate the Venue's safety certificate or premises licence.
- 1.3 In the event that ER2015 proposes to require a Change to be implemented by the Venue Owner, ER2015's Relationship Manager or his/her delegate shall notify the Venue Owner of the nature and scope of the contemplated Change (and such notification shall be in writing save that on the actual or intended day of a Match it may be given orally by ER2015's Relationship Manager or his/her delegate PROVIDED THAT it shall be confirmed in writing by ER2015's Relationship Manager as soon as reasonably practicable thereafter) (a **Change Order**).
- 1.4 In the event of any Change which is reasonably projected to cause a net increase in the expenses actually incurred by the Venue Owner in respect of the provision of the Match Day Services (for example, an increase in staffing numbers above the levels required in connection with the staging of elite international sporting events at the Venue (assuming full capacity) as reasonably determined by reference to the nature, extent and quality of

the facilities, services and personnel required at other Tournament venues of a reasonably equivalent capacity):

- (a) the Venue Owner shall provide ER2015 with a detailed written estimate of its best cost price for the implementation of the relevant Change (together with such supporting information as ER2015 may reasonably require and demonstrating that it has used reasonable endeavours to mitigate the amount of such costs) as soon as reasonably practicable following receipt of the relevant Change Order and in any event within five Business Days (or within four hours during the Exclusive Use Period);
  - (b) the Venue Owner shall not implement the relevant Change without the approval of ER2015's Relationship Manager or his/her delegate to the Venue Owner's cost estimate (and such consent shall be in writing save that during the Exclusive Use Period it may be given orally by ER2015's Relationship Manager or his/her delegate PROVIDED THAT it shall be confirmed in writing by ER2015's Relationship Manager as soon as reasonably practicable thereafter); and
  - (c) ER2015 shall be liable to pay the actual incremental costs incurred by the Venue Owner as a result of the implementation of such Change up to a maximum of the amount of the Venue Owner's cost estimate for the relevant Change and (without prejudice to ER2015's rights and remedies under this Agreement) such costs shall be payable by ER2015 at the same time and in the same instalments as the Venue Hire Fee (save that in the event that such Change is agreed after 1/4 August 2015 100% of such costs shall be paid by 30 November 2015).
- 1.5 The Venue Owner may (acting reasonably) submit a proposal to ER2015 for a reduction in the provision of the Match Day Services by delivering to ER2015 a written change request signed by the Venue Owner's Relationship Manager describing the nature and scope of the Venue Owner's proposed reduction to the provision of the Match Day Services (a **Change Request**) and, subject to having due regard to any representations of ER2015 (acting reasonably in the context of the Key Objectives) the Venue Owner shall be permitted to implement any such Change Request in consultation with ER2015 PROVIDED THAT such reduction does not affect the provision of any enhanced or additional services implemented pursuant to a Change Order at the cost of ER2015 in addition to the Venue Hire Fee.
- 1.6 For the avoidance of doubt, in the event of that a Change Order or a Change Request is implemented and causes a net decrease in the expenses actually incurred by the Supplier in respect of the provision of the Match Day Services, the Venue Hire Fee shall not be reduced and the Venue Owner shall be entitled to retain any such savings.

## SCHEDULE 6

### SPECTATOR CATERING

- 1.1 The maximum prices for food and beverage product items to be offered for sale pursuant to the Spectator Catering shall be reasonable and agreed between the Parties acting reasonably PROVIDED ALWAYS that the Venue Owner may charge less than such maxima at its absolute discretion.
- 1.2 If required by ER2015 the Venue Owner will use the goods and services of the Tournament sponsors in connection with the provision of Spectator Catering. ER2015 shall procure that such goods and services are supplied to the Venue Owner at competitive rates and in no circumstances at a price higher than that supplied to the owner of any other venue used for the Tournament.
- 1.3 The Venue Owner shall keep all the catering concessions at the Venue fully open for trade during such hours on Match Days as reasonably requested by ER2015 (subject to the requirements of the Venue's premises licence).
- 1.4 The Venue Owner shall be responsible at its own cost for all costs and expenses incurred in respect of the provision of the Spectator Catering and (subject to paragraph 1.5 of this Schedule) shall be entitled to retain all sums of money and other consideration received or receivable by or on behalf of the Venue Owner (net of VAT) in respect of the Spectator Catering (the **Net Turnover**).
- 1.5 The Venue Owner shall pay a royalty to ER2015 [REDACTED] of any royalty receivable by the Venue Owner from its incumbent caterer in respect of the provision of Spectator Catering on Match Days (the **ER2015 Royalty**), which shall be paid by the Venue Owner to ER2015 within 30 days of the last Match staged at the Venue. For the avoidance of doubt, the Venue Owner shall not be required to pay any royalty to ER2015 in respect of any public catering revenue from any licensing events or the Test Event staged at the Venue.
- 1.6 The Venue Owner's Relationship Manager may submit a request to ER2015's Relationship Manager at any time (and such request made be made orally on the day of the Match) for the closure of any catering concession in the event that the Venue Owner considers (in its reasonable opinion) that such closure is necessary to avoid the relevant concession making a loss during the relevant period and any such requests shall include a detailed written estimate of all estimated turnover and cost implications of keeping the relevant concession fully open for trade during the period of the requested closure and ER2015 shall consider any such request in good faith but shall not be under any obligation to agree any such request.

## SCHEDULE 7

### COMMERCIAL RIGHTS

**Advertising Rights:** The right to license companies to advertise their products and services in relation to the Tournament.

**Broadcasting, Internet and Related Rights:** The right to produce coverage of Matches, training sessions, other events, and all events and activities taking place in relation to the Tournament, including, but not limited to, the Sports Performance and all other data, information, whether in the form of database rights or otherwise, and results relating to the Tournament, including customer information and the right to broadcast and/or record and/or otherwise exploit the same whether live or otherwise use or by all forms of audio, visual, and/or audio visual media now known or as may be developed in the future, – including without limitation, any and all forms of radio, television (including free and pay terrestrial satellite, cable, digital and/or analogue) video, (including sale or rental of video cassettes) by all forms of theatrical and non-theatrical exploitation, electronic media such as, but not limited to, CD, CD-ROM, DVD, Blue-Ray, interactive and/or two-way television, video on demand and near video on demand, on-line electronic or satellite based picture and/or sound and/or data transmission and other similar systems including the Internet and broadband networks throughout the world and all forms of mobile telephony, wireless data services and mobile communication devices such as, without limitation, WAP, EDGE, UMTS, I-Mode, SMS, DVBH, 1G, 2G, 2.5G, 3G, 4G, 5G any other generation whether for audio visual data or other transmissions and/or exhibitions and/or communications live or delayed and all other services delivered by mobile telephony and/or other communication and/or device and any other form of communication device and/or any other computer delivered service and any other multimedia rights and/or delivery system and/or other form of media whether now known or hereafter invented.

**Big Screen/Fanzone Rights:** The right to host, licence, exhibit and display, without limitation, audio only and/or audiovisual coverage of all matches, events and activities taking place during the Tournament (or any part thereof) on screens in public and/or other suitable areas in relation to the Tournament (or any part thereof) on screens in public and/or other suitable areas or establishments (whether in a confined area or otherwise and whether paid access or free of charge) in relation to the Tournament, including all associated events in relation to the promotion of the Commercial Rights.

**Concession Vending Rights:** The right to sell and/or license the right to sell products (other than non-Hospitality food and beverage) through concession, vending, distribution or selling points in relation to the Tournament.

**Data Rights:** The right to use and exploit all information, statistics and data in relation to the Tournament howsoever arising including, without limitation, performance tables, data relating to the Sports Performance results, player details, market research, fixture lists and calendars of events, live scoring, so-called matchtrackers or other text based live commentary services, so-called passive or active player tracking systems and data produced therefrom, telemetry, graphics, customer information, and match information, whether such rights are protected by copyright, database right or otherwise, including the right to reproduce, compile, store and/or provide access and/or interact with the same whether in combination with Broadcasting, Internet and Related Rights or otherwise whether now know or hereafter developed.

**Film Rights:** The right to exploit cinematograph films of matches, training sessions, Other Events, all events and activities taking place in relation to the Tournament and all other data, information and results relating to the Tournament by all means now known or hereafter discovered throughout the world including, without limitation the Broadcasting Internet and Related Rights or the Data Rights or any of them.

**General Rights:** Any and all rights and interests associated with and or referable to the Tournament (except for Tournament Revenue and any other revenue generated by ER2015 or the RFU with the consent of RWCL, including revenue received from government or governmental authorities) from which value can be obtained.

**Hospitality:** The right to sell and/or license the right to sell corporate hospitality and/or other hospitality or privileged access service (including the provision of food and beverage) in relation to the Tournament as a whole or as to any part thereof and/or in any way connected therewith.

**IRB/RWCL Website:** The right to create a unique website and/or wireless data service (for distribution via means of mobile telephony projects and/or networks and/or otherwise) of and for the Tournament serving the interests of the rugby community and licensees of Commercial Rights whether or not existing within the general environment of the IRB website.

**Match Kit, Equipment and Related Rights:** The right to provide and brand match kit, equipment and related rights including without limitation Team kit, goal post bolsters, flags (including touchline flags, corner flags, Venue flags), touch judge flags, and any and all other kit, equipment and/or technology related in any way to the playing of matches in the Tournament.

**Merchandising Rights:** The right to use and exploit official logos, designs, mascot, words, designations (for example, without limitation, official status) and marks in connection with the manufacture, packaging and distribution of goods and services of all kinds in relation to the Tournament including, without limitation, food and drink.

**Sponsorship Rights:** The right to associate a commercial entity with the Tournament by means of any combination of Commercial Rights.

**Suppliers and Licensees:** The right to license and/or appoint official suppliers in relation to the Tournament and the right to exploit, license or sell any other generally commercially exploitable rights including (without limitation) official products, travel, publications, programmes, posters, concessions and sales promotions in relation to the Tournament.

**Travel Rights:** The right to sell, distribute and/or license the sale and distribution of Match tickets combined with any form of accommodation and/or travel or transportation goods and/or services.

**SCHEDULE 8**

**THE PARTIES' REPRESENTATIVES**

<p><i>ER2015 Relationship Manager</i></p>	<p>[REDACTED]</p> <p>Email: [REDACTED]@er2015.com</p> <p>Tel: [REDACTED]</p> <p>Mobile: [REDACTED]</p>
<p><i>Venue Owner Relationship Manager</i></p>	<p>[REDACTED]</p> <p>Email: [REDACTED]@londonlegacy.co.uk</p> <p>Tel: [REDACTED]</p> <p>Mobile: [REDACTED]</p>



## SCHEDULE 9

### OPERATIONAL PLANS

<i>Operational Plan</i>	<i>Content</i>	<i>Interim draft submission deadline</i>	<i>Final draft submission deadline</i>
Response to Major Incident plan	A major Incident is any emergency that requires the input and intervention by one or more of the emergency services and will generally include the involvement, either directly or indirectly, of large numbers of people.	31 January 2015	28 February 2015
Fire plan	The procedures to be followed in the event of a fire.	31 January 2015	28 February 2015
Evacuation plan	The procedures to be followed in the event of and leading up to an evacuation.	31 January 2015	28 February 2015
Medical plan	The procedures to be followed in the event of a medical incident affecting sport, crowd or staff.	31 January 2015	28 February 2015
Security and Stewarding plan	Security and stewarding processes. Resourcing levels.	31 January 2015	28 February 2015
Crowd Management plan	Details how the crowd is managed, eg ingress, egress, crowd management and details of SIA response teams etc.	31 January 2015	28 February 2015
Safeguarding plan	How the venue approaches the management of lost children / parents and vulnerable adults.	31 January 2015	28 February 2015
Post Incident recovery plan	How recovery from incident is managed.	31 January 2015	28 February 2015
Contingency plan	What happens when? Delay to competition / utilities failure / adverse weather etc. Mitigation of risks	31 January 2015	28 February 2015
Catering, Cleaning and Waste plan	How the operation is being managed (including environmental incident management). Resourcing levels.	31 January 2015	28 February 2015
Transport and parking plan	Transport and parking processes. Resourcing levels.	31 January 2015	28 February 2015
Press Operations plan	How press operations are to be managed at the Venue.	31 January 2015	28 February 2015

Resourcing plan	Details of resourcing levels for the provision of the Match Day Services.	31 January 2015	28 February 2015
Maintenance and FM plan	Details of maintenance and FM services.	31 January 2015	28 February 2015
Inspections and Sign-Offs plan	Details of procedures and forms	31 January 2015	28 February 2015
Sport Operations plan	How teams and match officials are managed at the venue on match days (e.g. team arrivals)	31 January 2015	28 February 2015
Technology Plan	How technology is managed on match/event days, to include venue operations, media and sports presentation (i.e. all technology that supports match/event delivery)	31 January 2015	28 February 2015

Each Operational Plan shall include, without limitation:

- (a) the activities to be carried out by the Venue Owner in relation to this Agreement and the deliverables to be provided;
- (b) an explanation of why the proposed activities are the most appropriate means of achieving the deliverables;
- (c) the interfaces (if any) between the obligations and activities of the Venue Owner under this Agreement and other Tournament Stakeholders;
- (d) details of the planned timing of activities, including:
  - (i) a plan showing the logical sequencing of activities;
  - (ii) a description of the phased chronological programme of activity, including, critical timelines, key decision points, interim reports and major milestones; and
  - (iii) any key dependencies on other parties;
  - (iv) any sub-contractors proposed to be used by the Venue Owner and the activities to be conducted by such sub-contractor;
  - (v) an estimate of resources required;
  - (vi) timescales and deadlines (including in respect of key milestones and deliverables); and
  - (vii) significant areas of risk in relation to its obligations under this Agreement and how these will be managed and mitigated, including a disaster recovery plan.

**SCHEDULE 10**  
**CRITICAL DECISION DATES**



## OLYMPIC STADIUM CRITICAL DECISION POINTS

16 December 2014

Part A:

<i>Critical Decision Points</i>		<i>Review Meeting Dates</i>		<i>Decision if milestone is not achieved</i>
Field of Play	Rear Roof steelwork complete	2 February 2015	19 January 2015	If contingency plan presented by LLDC at relevant Review Meeting is not agreed by ER2015, then ER2015 has the right to terminate the venue hire agreement.  (Note: We acknowledge the roof covering works may be deferred until after RWC2015 and England 2015 will be party to any discussions and decisions in that regard.)
	LLDC make public announcement that Diamond League event will take place at the Stadium on 24-26 July 2015	28 February 2015	13 February 2015	
	Front Roof steelwork complete	11 May 2015	27 April 2015	
	Clearance of field of play; crane mat removal commenced	22 May 2015	8 May 2015	
	Desso Pitch installation commenced (laser trim the base)	2 June 2015	19 May 2015	
	Desso Pitch installation complete (turf)	3 August 2015	20 July 2015	
	Desso Pitch installation complete (overstitching)	24 August 2015	10 August 2015	



## Part B:

Critical Decision Points		Review Meeting Dates		Decision if milestone is not achieved
Hospitality Areas	Shell complete and weather tight	5 March 2015* CN to verify	19 February 2015	If contingency plan presented by LLDC at Review Meeting for the delivery of alternative temporary facilities is not agreed by ER2015, then the scope may be transferred to ER2015 who will be reimbursed their reasonable costs plus 15%.  Any temporary hospitality overlay will need to be complete with all necessary facilities located in the south area of the Olympic Park and will accommodate formal dining hospitality and informal dining hospitality.  LLDC will make all necessary arrangements for access and will support all statutory approvals where scope is transferred to ER2015.
	Halo Building	5 February 2015	19 January 2015	If contingency plan presented by LLDC at Review Meeting for the delivery of alternative temporary facilities is not agreed by ER2015, then the scope may be transferred to ER2015 who will be reimbursed their reasonable costs plus 15%.  Any temporary hospitality overlay will need to be complete with all necessary facilities located in or immediately adjacent to the halo building. LLDC will make all necessary arrangements for access and will support all statutory approvals where scope is transferred to ER2015.
	Steelwork complete	8 June 2015	25 May 2015	
	Pods (include WCs, concessions shell and turnstile hardware) complete			

- Critical Decision Points are based on the contracted Balfour Beatty Baseline Programme dated [ddmmyy] and are objective. A site visit on the Decision date will verify completion.





- Review Meetings are two weeks prior to Critical Decision Points and provide an opportunity for LLDC to present why the milestone will be achieved or where it will not their contingency plans/proposals. England 2015 will review the presentation and will confirm within 7 days of the Critical Decision Point whether the milestone has been achieved or if the contingency plans are agreed.



**SCHEDULE 11**

**KEY DATES**



## OLYMPIC STADIUM KEY DATES 16 December 2014

Date	Target Programme (Diamond League)	Baseline Programme (No Diamond League)
19 July 2015	Licencing Event Opportunity 1 - Community Event*	n/a
24-26 July 2015	Licencing Event Opportunity 2 – UKA Diamond League*	n/a
27 July 2015	Licence in place for minimum 56,000 gross capacity	n/a
4 August 2015	ER2015 Non-Exclusive Access commences	ER2015 Non-Exclusive Access phase 1 commences
<b>8 August 2015</b>	n/a	Licencing Event Opportunity 1 – LLDC to confirm*
15 August 2015	n/a	Licencing Event Opportunity 2 – LLDC to confirm*
17 August 2015	n/a	ER2015 Non-Exclusive Access phase 2 starts
22 August 2015	n/a	Licence in place for minimum 40,000 with a target of 56,000 gross capacity
29 August 2015	RWC2015 Dress Rehearsal	RWC2015 Dress Rehearsal
7 September 2015	Balfour Beatty Sectional Completion Date	Balfour Beatty Sectional Completion Date
8 September 2015	ER2015 Exclusive Access starts	ER2015 Exclusive Access starts
22 September 2015	First Tournament Activity (France v Romania Captains Run)	First Tournament Activity (France v Romania Captains Run)

Balfour Beatty contract must recognise the need to allow access for all licencing events as they occur prior to their sectional completion date.

