

Dated

08

DECEMBER 2016

**LONDON LEGACY DEVELOPMENT CORPORATION**

AND

**London Stadium 185 Ltd**

AND

**SHELL INTERNATIONAL LIMITED**

QUEEN ELIZABETH OLYMPIC PARK

# **HIRE AGREEMENT**



THIS CONTRACT is made the 08 day of December 2016

**BETWEEN**

- 1. **LONDON LEGACY DEVELOPMENT CORPORATION** a Mayoral Development Corporation located at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LLDC");
- 2. **LONDON STADIUM 185 LIMITED** (Registered in England No. 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB ("LS 185"); and
- 3. **SHELL INTERNATIONAL LIMITED** a company registered in England under company number 3075807 whose registered office is at Shell Centre, London, SE1 7NA (the "Hirer").

**INTRODUCTION**

- 1. The LLDC is responsible for the planning, development, management and maintenance of the Park and LLDC Areas. LS 185 has the right to permit the hosting of events in the LS 185 Areas.
- 2. The Hirer is a highly experienced and qualified event management company which operates events similar to the Event(s).
- 3. The LLDC agrees to make available for hire to the Hirer the LLDC Areas for the Event(s), LS 185 agrees to make available for hire to the Hirer the LS 185 Areas for the Event(s), and the Hirer agrees to promote, organise and manage the Event(s) upon and subject to the terms and conditions set out in this Agreement.
- 4. The Parties entered into a Letter of Intent on 22 November 2016 setting out the commercial agreement for this land hire.

The Parties agree as follows:

**1. DEFINITIONS**

In this Agreement (including in the Introduction) the following words shall have the following meanings as set out below unless stated otherwise:

"Access and Egress Routes" means the areas within the Park outside of the Site that during the Hire Period the Hirer needs, in relation to its rights and obligations hereunder, to use as access and egress routes to and from the Site, including to drive on or over, to place vehicles or infrastructure on, and/or to instruct the public to use as access or egress routes to and from the Site. The Access and Egress Routes are located as indicated on the Site Plan. For the avoidance of doubt, all access and egress routes as per this definition will be within the Park;

"Additional Fee" means a fee of [REDACTED]+VAT if applicable per day as set out in

	clause 5.2;
“Agreement”	means this agreement including all its Schedules;
“All Area Pass”	means a pass enabling unrestricted access to all parts of the Site during the Event(s) and at all other times during the Hire Period to be issued by the Hirer;
“Anti-Bribery Laws”	means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person;
“Build Up”	means the erection and building of the Infrastructure required for the Event(s);
“Build Up Commencement Date”	means the date(s) detailed in Schedule 2;
“Commencement Date”	means the date of this Agreement.
“Confidential Information”	means any and all information (howsoever communicated and/or reproduced including without limitation in writing, pictures, tables, graphs, photographs, moving image, orally or electronically) of whatever nature (including without limitation plans, designs, operational procedures, methods, financial information (including accounts and budgets) and copyright material) relating to this Agreement, the Parties and the business and affairs, the Event(s), all persons connected with this Agreement and the Event(s); together with any information that any Party shall have obtained or received as a result of discussions leading up to or the entering into or the performance of this Agreement; and any information obtained or observed as a result of any Site visit;
“Contract Period”	means the duration of the Agreement as defined in clause 7;
“Contracting Client”	means any UK contracting authority as defined in Regulation 3(1) of the Public Services Contracts Regulations 1993 and Regulation 3(1) of the Public Supply Contracts Regulations 1995;
“Corporation”	shall mean the LLDC for the LLDC Areas and LS 185 for the LS 185 Areas;
Corporation Parties	means the directors, officers, employees, agents, contractors, authorised representatives and guests of the Corporation.
“Corporation’s Representative”	means the following representatives: <ul style="list-style-type: none"> <li>- [REDACTED] for LLDC Areas</li> <li>- [REDACTED] for LS 185 Areas</li> </ul>

“Council Officer”	means the relevant officer of the Local Authority who is responsible for licensing, planning, building control, special events or emergency, environmental health and contingency planning;
“Emergency Services”	means the Metropolitan Police, the London Ambulance Service or another approved ambulance service, the London Fire & Emergency Planning Authority or any other emergency service, or any one or more of them as the case may be;
“Event(s)”	means any or all of the events detailed in Schedule 2, with further details outlined in Schedule 8, and “Events” shall be interpreted accordingly;
“Event Dates”	means the dates detailed in Schedule 2;
“Event End Time”	means the time(s) detailed in Schedule 2;
“Event Liaison Team”	means representatives from the Licensing, Operational, Planning & Safety Group plus medical and stewarding contractors working together at the Event(s) in order to coordinate their respective operations;
“Event Management Plan”	<p>means the detailed plan setting out all matters relating to the Event(s) compiled by the Hirer (as amended and updated from time to time), which shall include as a minimum:</p> <ul style="list-style-type: none"> <li>(a) the timetable of Event(s);</li> <li>(b) a Site Plan;</li> <li>(c) independently prepared risk assessments and method statements;</li> <li>(d) copies of insurance cover;</li> <li>(e) plans relating to stewarding and crowd management (including stewarding and security schedules);</li> <li>(f) a traffic and transport management plan (in accordance with clause 11.3.2);</li> <li>(g) full details of any subcontractor, suppliers, consultant or other third parties engaged by the Hirer in relation to the Event(s) and confirmation of their engagement;</li> <li>(h) emergency and contingency plans;</li> <li>(i) contact lists for key personnel;</li> <li>(j) compliance with the Corporation Policies;</li> <li>(k) food safety certifications and inspection of services records;</li> <li>(l) spectator management and health and safety documentation;</li> <li>(m) details on how the Hirer will mitigate against Fair Wear and Tear;</li> <li>(n) details on the items listed in Schedule 9 – Event Management Plan Requirements; and</li> <li>(o) all other information reasonably requested by the Corporation to enable it to ensure that the Hirer is complying fully with its obligations pursuant to this</li> </ul>

Agreement.

"Event Start Time"	means the time(s) detailed in Schedule 2;
"Fabric"	means the natural and built infrastructure of the Park including but not only, the turf, grass, flowerbeds, trees, water bodies, buildings, roads, footpaths, monuments, furniture and fittings (lampposts, gates, fences, bins, benches and similar);
"Fair Wear and Tear"	means any compaction or damage to the Fabric that could reasonably be expected as a result of holding the Event(s) in the Park in accordance with the terms and conditions of this Agreement;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure"	means any events or occurrences which can reasonably be considered to be outside the reasonable control of the Party concerned and which are not attributable to any act or failure to take preventive action by the Party concerned, including any act of terrorism, material threat of an act of terrorism, inability to obtain essential fuel, power, raw materials, labour, containers or transportation, accident, malfunction of machinery or apparatus, epidemic, avian flu, death, fire, storm, flood or explosion of any kind, Act of God, war, insurrection, natural disaster, riot, civil commotion, the demise of a member of the Royal Family such that it would require cancellation of an Event in whole or in part (for the avoidance of doubt this includes the Monarch and her spouse and equivalent circumstances which the Party concerned could not be reasonably expected to foresee or provide for in advance, but shall not include any industrial action occurring within that Party's organisation or within any sub-contractor's organisation;
"Games"	means the Games of the thirtieth Olympiad and the Paralympic Games that took place in 2012 in London;
"Games Body"	means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic Games or the ODA;
"Hire Period"	means the period between the Build Up Commencement Date and the Take Down Completion Date (inclusive);
"Hirer's Representative"	means the following representative: [REDACTED] Head of Brand Production RDS Email: [REDACTED]@shell.com Tel: [REDACTED] [REDACTED]

ER Production Advisor  
Email: [REDACTED]@shell.com  
Tel: [REDACTED]

“Hirer's Vehicles”	means all vehicles used by the Hirer, or any third party engaged by the Hirer;
“Infrastructure”	means such equipment required by the Hirer for the Event(s) which may include, but is not limited to, air conditioning, cabling, scaffolding, flooring, trackway, temporary structures, marquees, gazebos, platforms, mobile cabins, catering equipment, portable toilets, fencing, steel sheeting, generators and lighting;
“Intellectual Property Rights”	means patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world;
“Licensing, Operational, Planning & Safety Group”	means the LLDC, LS 185, the Corporation, the Hirer, the Local Authority, the Metropolitan Police, London Ambulance Service, Transport for London and the London Fire & Emergency Planning Authority;
“LLDC Areas”	means the areas shaded in red in Schedule 1 as being under the control and management of the LLDC.
“LLDC Policies”	means the following LLDC Policies: (a) LLDC Ticketing Policy; (b) LLDC Sustainability Guide; (c) LLDC Food Pledge; and (d) LLDC Access and Inclusion Guidance
“Local Authority”	means London Borough of Newham;
“LS 185 Areas”	means the areas shaded in blue in Schedule 1 as being under the control and management of LS 185.
“LS1 185 Traffic Coordinator”	means the specialist given responsibility by LS 185 for monitoring the vehicle circulations during the Hire Period in conjunction with the Hirer and other Cooperation Parties in order to ensure the smooth circulation of vehicles and prevent any disruption of the access conditions outlined in Schedule 7 (Specific Access Conditions).
“Master Delivery Schedule”	means the plan for vehicle traffic management to be produced by LS185 as set out in clause 8.2.10. The Master Delivery Schedule will include the circulation and traffic marshalling arrangements to be agreed with all stakeholders having vehicle access to the Southern Loop Road throughout the Hire Period (including the

Hirer) in order to prevent any conflict or disruption of the access listed in Schedule 7 (Specific Access Conditions) and the access required for the Hirer, and the Corporation's smooth operations.

- "Material Damage" means any damage to the Fabric other than Fair Wear and Tear, including but without limitation; fire damage, oil or chemical spills, any damage whatsoever to flowerbeds, trees, water bodies, buildings, roads, footpaths, monuments and furniture and fittings (lampposts, gates, fences, bins, benches and similar);
- "Noisy Working Hours" means 8am to 6pm Mondays to Fridays and 9am to 1pm on Saturdays unless otherwise agreed by the Parties, subject always to any licensing or permit restrictions. Should the Hirer require additional hours then it is for the Hirer to, at its expense, organise and receive the relevant permissions from the relevant authority;
- "Park" means the Queen Elizabeth Olympic Park;
- "Park Property" means any physical property or equipment belonging to the LLDC or LS 185 (other than real property) made available to the Hirer by the LLDC and/or LS 185 in accordance with clause 19;
- "Park Bye Laws" means the Bye Laws which govern the Park;
- "Party" means a party to this Agreement and "Parties" shall be construed accordingly;
- "Proposal" means where there has been a competitive process to award the Agreement, the Proposal received from the Hirer. Where there has not been a competitive process, it means the Proposal for the Event(s) attached as Schedule 8;
- "Protected Marks" means any trade marks, trade or business names, logos, design rights (whether registerable or otherwise), applications for any of the foregoing or any other Intellectual Property Rights of the LLDC or any Games Body, including marks and designs relating to the Park, Games, any Olympic or Paralympic teams, or any word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 or by any other legislation enacted in relation to the Games (which shall, for the avoidance of doubt, exclude the Park Logo);
- "Premises Licence(s)" means the licence(s) issued by the Joint Local Authority Regulatory Services pursuant to the Licensing Act 2003 in relation to the Park, as attached as Schedule 3 to this Agreement;
- "Park Logo" means the logo shown in Schedule 6;
- "QEOP Promotional Materials" has the meaning ascribed to that term in clause 8;
- "Reinstatement Bond" means a bond as described at clause 4.1.3, from which the

Corporation may make deductions in accordance with Schedule 5;

“Relevant Consents”	means any consents, certificates, clearances, licences, permissions, authorisations, performing rights society licences, approvals, permits, rates and waivers necessary for the fulfilment by the Hirer of its rights and obligations under this Agreement other than the Premises Licence(s);
“Request for Information”	has the meaning ascribed to that term in clause 27.3;
“Service Charge”	has the meaning ascribed to that term in clause 20.1;
“Services”	has the meaning ascribed to that term in clause 20;
“Showmen’s Guild”	means the Showmen's Guild of Great Britain which is the association that represent the business and protect the interests of travelling showmen in Great Britain.
“Site”	means the South Park area of the Park as indicated on the Site Plan that is enclosed or otherwise occupied by the Hirer for the purpose of the Event(s), made up of the LLDC Areas and LS 185 Areas;
“Site Manager”	means the senior person on Site working for the Hirer;
“Site Plan”	is appended at Schedule 1 or as otherwise agreed by the Parties in accordance with clause 3.5;
“Stadium”	means the stadium located with the Park;
“Stadium Operations”	means LS 185 activities or duties related to the operations of the Stadium for Stadium Events including: stewarding, crowd management, traffic management, road closure and necessary infrastructure (such as lighting, barriers, signs), cleaning and waste management required for Stadium Events on the areas and dates outlined in Schedule 7 (Specific Access Conditions).
“Stadium Events”	means the public events which will be staged at the Stadium during the Hire Period in accordance with the provisions of Schedule 7 (Specific Access Conditions) including football matches and concerts.
“The Stadium Safety Officer”	means LS 185’s appointed officer to manage the safety and security during Stadium Operations, and whose reasonable safety advice the Hirer’s staff must comply with regards to the safety and security of the Site during Stadium Operations, in accordance with the Temporary Handover Process set out in Schedule 7.
“Take Down”	means the dismantling of the Infrastructure;
“Take Down Completion Date”	means the date(s) detailed in Schedule 2; and
“Turnover”	means the gross income for the Event(s) including (but not limited



to) all tickets, booking fees, food, beverage, merchandise and sponsorship income less VAT.

“VAT” means Value Added Tax at the rate prescribed in law or such replacement tax of a similar nature.

## **2 INTERPRETATION**

2.1 The interpretation and construction of this Agreement shall be subject to the following provisions(except where the context otherwise requires):

2.1.1 Words denoting the singular include the plural and vice versa;

2.1.2 Words importing the masculine includes the feminine and the neuter;

2.1.3 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the Commencement Date and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation;

2.1.4 Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision;

2.1.5 The Schedules to this Agreement shall for all purposes form part of this Agreement;

2.1.6 Any reference to "persons" includes individuals, bodies corporate, companies, partnerships, unincorporated associations, firms, trusts and all other legal and commercial entities;

2.1.7 Clause headings and the table of contents are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;

2.1.8 Any reference to the word "including" shall be deemed to mean "including without limitation";

2.1.9 Any reference to a clause, sub-clause, paragraph or Schedule is to the relevant clause, sub-clause, paragraph or schedule of this Agreement unless stated otherwise;

2.1.10 Whenever the terms of this Agreement provide for the agreement, consent or approval of the Hirer to be given or obtained, unless otherwise stated such approval will not be unreasonably withheld, delayed or conditioned; and

2.1.11 Whenever the terms of this Agreement provide for the agreement, consent, approval or permission of the Corporation to be given or obtained, unless otherwise stated such approval will not be unreasonably withheld, delayed or conditioned.

2.1.12 In the event of any inconsistency between the constituent parts of this Agreement, the order of priority shall be as follows:

2.1.12.1 The Agreement save for Schedule 8 (Proposal);

2.1.12.2 Schedule 8 (Proposal).

### 3. LICENCE AND SITE

3.1. The Corporation hereby grants to the Hirer:

3.1.1. A licence to use and occupy the Site during the Hire Period. The Hirer may use and occupy the Site for all purposes relating to the Event(s) on the Event Date(s) and for the purposes of Build Up and Take Down during the remainder of the Hire Period subject to the provisions of Schedule 7 (Specific Access Conditions); and

3.1.2. a non-exclusive licence to use the Access and Egress Routes as required for the Event during the Hire Period.

3.2. The Hirer acknowledges and agrees that the Corporation retains the right to host other events in the Park during the course of the Hire Period including events which require accesses to the Site during the Build up and Take Down periods as defined in Schedule 7 (Specific Access Conditions).

3.3. The Hirer agrees that its use of the Site is not to disrupt the Corporation's use of other areas of the Park outside the Site at any time and shall comply with the access conditions listed in Schedule 7 (Specific Access Conditions).

3.4. The Hirer acknowledges that it is aware that there will be construction and transformation works occurring on the Park (in areas outside the Site) during the Hire Period and the Hirer may have to observe certain health and safety or access constraints as a result and there may be a level of noise and dust present at the Site. The Hirer shall not communicate to any third party, other than its sub-contractors involved in this Agreement, regarding the transformation works in the Park. It is a mandatory requirement that the conditions outlined in Schedule 7 (Specific Access Conditions) are fully met.

3.5. The Hirer undertakes to produce and deliver a copy of:

3.5.1. the first draft of the Event Management Plan to the Corporation by at least two (2) months before the Build Up Commencement Date for the Corporation's assessment and approval; and

3.5.2. the final Event Management Plan to the Corporation for its assessment and approval as soon as is practicable in accordance with best practice within the industry and to comply therewith, but in any event at least forty two (42) days before the Build Up Commencement Date. Once the Corporation has approved the Event Management Plan, the Hirer shall then submit the Event Management Plan to the Licensing & Safety Advisory Group at least twenty eight (28) days before the Build Up Commencement Date.

3.6. If the final Event Management Plan is not submitted to the relevant licensing and planning bodies at least twenty eight (28) days before the Build Up Commencement Date in accordance with clause 3.5.2 above, then for every day it is overdue, the Corporation may charge the Hirer £500.00 per day for the additional officer time associated with following up with the Hirer and managing the local authorities and stakeholders expectations due to the late submission of the required information for the Events.

3.7. The Hirer shall comply with the LLDC Policies and if the Corporation acting reasonably wishes the

Hirer to comply with any reasonable policies or procedures in addition to those detailed in this Agreement, it shall provide full details to the Hirer, shall act reasonably and shall undertake a reasonable and fair discussion with the Hirer, in relation thereto, following which the Hirer shall comply therewith.

- 3.8. The Parties may from time to time discuss and agree updated versions of the Site Plan and shall take reasonable account of any comments of the other Parties in relation thereto. Any changes will have to be agreed by all Parties in writing.
- 3.9. Not used
- 3.10. The capacity for all Event(s) will be subject to final confirmation by the Corporation (the Corporation acting reasonably in relation thereto) following consultation with the Licensing and Safety Advisory Group.
- 3.11. The Hirer warrants that it has had inspected the Site and considers that it is suitable and safe to hold the Event(s) at. The Hirer is responsible for undertaking any topological or other surveys required to determine whether the Site is suitable for the Event(s).
- 3.12. The Hirer also acknowledges that the Site may be used by the Corporation for other events or activities leading up to the Event(s). The Corporation does therefore not provide any warranty to the condition of the Site due to weather conditions, transformation works or other events and activities held on the Site between the date that the Hirer inspected the Site in clause 3.11 and the Event(s). In particular, the landscaping on the Site shall be subject to weather.
- 3.13. The Hirer confirms that it waives its Showmen's Guild rights to the Site and to the Park in respect of the Event(s). The Hirer gives its consent for any funfair/contractor/business to provide rides/amusements to the LLDC and LS 185, the Site and to the Park either in respect of the Term or in the future, without any consultation with the Hirer or the Showmen's Guild.

#### 4. FEES AND PAYMENT

4.1. The Hirer shall pay the following fees to the Corporation (plus VAT if applicable), in all cases subject to the Corporation's compliance with the terms of this Agreement and to the Hirer's receipt of an invoice (which shall be valid for VAT if applicable) in respect of the relevant fee:

4.1.1. [REDACTED]

4.1.2. [REDACTED]

4.1.3. [REDACTED]

4.1.4. [REDACTED]

4.1.5. [REDACTED]

4.1.6. [REDACTED]

LS 185 and LLDC will invoice the Hirer for all relevant fees as per the payment schedule at 4.2.1.

4.2. The Hirer shall pay all monies due to the Corporation under clause 4.1 above as follows:

4.2.1. the Event Fee shall be paid within 60 days of receipt of a correctly presented invoice following the schedule below:

SEM 2017	LS185	LLDC	TOTALS
PAYMENT DUE	INVOICE SUBMITTED		
TOTAL HIRE FEE (as per agreement)	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
TOTALS	[REDACTED]		

4.2.2. the Reinstatement Bond for the Event(s) shall be paid in accordance with the payment schedule set out in Clause 4.2.1;

4.2.3. any Reinstatement Costs due under Schedule 5 shall be paid in accordance with Schedule 5; and

4.2.4. any Service Charge due under clause 20 (Services) or amounts due under Clauses 18.5 and/or 18.6 shall be paid within thirty (30) days of receipt of a valid invoice, which the Corporation may submit no later than 90 days after the Hire Period to which such invoice relates have been provided.

4.3. If any monies due to the Corporation under this clause 4 remain unpaid by the Hirer after the due date for payment, then the Hirer shall pay interest on the outstanding sums. The interest will be calculated at a rate equivalent to the rate of three per cent (3%) per annum above the base rate of the Bank of England from time to time in force (or, if such rate is not available, the nearest equivalent rate of another clearing bank in the City of London nominated by the Corporation), on the amount outstanding of such sums from the date on which the same becomes payable until the actual date of payment. Any overdue amounts will have to be paid in full prior to access being given to the Site.

**5. VACATING THE SITE FOLLOWING TAKE DOWN**

5.1. If the Hirer has not fully vacated the Site by the Take Down Completion Date, then provided that failure to do so is not caused by:

5.1.1. an event of Force Majeure;

5.1.2. extreme weather conditions; or

5.1.3. such other events as may be agreed between the Parties to be exempted from the provisions of this clause 5.1, all Parties acting reasonably in relation thereto,

the Corporation will charge an additional fee (the "Additional Fee").

5.2. The Hirer will pay the Additional Fee upon demand which may be made within fourteen (14) days from the day to which the Additional Fee relates. The Hirer shall also be responsible for any costs, losses or liabilities suffered by or claimed against the Corporation which arise from the next hirer not being able to utilise the Site or parts thereof as a result of the delay. Corporation acknowledges that Hirer will pay Additional Fee in 30 days from receipt of a correctly presented invoice.

5.3. If the Hirer has not removed all Infrastructure and any other equipment owned by it from the Site by the Take Down Completion Date or at such later date as agreed between the Parties, then provided that failure to do so is not caused by:

5.3.1. an event of Force Majeure;

5.3.2. extreme weather conditions; or

5.3.3. such other events as may be agreed between the Parties to be exempted from the provisions of this clause 5.3, all Parties acting reasonably in relation thereto,

the Corporation may take such steps as it thinks fit to remove such Infrastructure and other equipment from the Site. The Hirer will reimburse on demand all reasonable costs (including any storage charge) which the Corporation reasonably and properly incurs in doing so, provided always that any actions taken by or on behalf of the Corporation under this clause 5.3 shall be entirely at the Corporation's sole risk and liability and the Hirer shall have no liability or responsibility whatsoever (subject to clause 36.1) in relation thereto, including in relation to any damages or losses which the Corporation, its employees, agents, servants, suppliers or sub-contractors may suffer as a result of or in relation to such actions.

## **6. VALUE ADDED TAX AND GROSS-UP**

6.1. All amounts due and payable to either Party under this Agreement are stated exclusive of any applicable VAT.

6.2. If any amount payable under this Agreement constitutes the consideration for any supply for VAT purposes and VAT is chargeable in respect of that supply, the Party making the payment must, where the recipient of the payment is the person required to account for such VAT to the relevant tax authority (in addition to and at the same time as paying any other consideration for such supply) pay to the recipient an amount equal to the amount of the VAT and the recipient must promptly provide an appropriate VAT invoice.

6.3. Any reference in this clause 6 (Value Added Tax and Gross-Up) to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (or the equivalent of the representative member in the relevant jurisdiction).

6.4. In relation to any supply made by a Party to any other Party under this Agreement, if reasonably requested by the Party making the supply, the recipient of the supply must promptly provide the supplier with details of the recipient's VAT registration and such other information as is reasonably requested in connection with the supplier's VAT reporting requirements in relation to such supply.

- 6.5. All payments by the Hirer to the Corporation under this Agreement shall be made without any withholding or deduction for or on account of any tax (whether of the United Kingdom or elsewhere) (a "Tax Deduction"), except as may be required by applicable law. If any Tax Deduction is so required, the Hirer shall:
- 6.5.1. make the minimum Tax Deduction allowed by law and account to the relevant tax authority within the prescribed time limit;
  - 6.5.2. promptly provide evidence reasonably satisfactory to the Corporation that the Tax Deduction has been made and accounted for to the relevant tax authority; and
  - 6.5.3. pay such additional amounts to the Corporation as will ensure that, after the Tax Deduction has been made, the Corporation receives and retains the amount which it would have been entitled to receive and retain had no Tax Deduction been required.
- 6.6. In the event that any payment made under this Agreement is subject to tax in the hands of the Corporation (other than tax on the Corporation's net income, profits or gains), the Hirer shall be under the same obligation to pay additional amounts as it would have been had such tax been a Tax Deduction required by law.

## **7. CONTRACT PERIOD**

- 7.1. The Agreement shall take effect on the Build Up Commencement Date and subject to the provisions for earlier termination detailed herein, shall continue in full force and effect, until ninety (90) days after the final Take Down Completion Date for the final Event at which point it shall expire automatically ("Contract Period") notwithstanding the provision of clause 31.4.

## **8. THE HIRER'S OBLIGATIONS**

- 8.1. The Hirer shall, in relation to the exercise of its rights and performance of its obligations hereunder, comply with all applicable legislation together with any planning permissions.
- 8.2. The Hirer shall organise all aspects of the Event(s) save for those aspects specifically referred to as being provided by the Corporation under the terms of this Agreement, and specifically it shall at its sole expense:
- 8.2.1. build and construct the Infrastructure during the Hire Period;
  - 8.2.2. manage the Site and keep it safe and secure during the Hire Period to a standard meeting at least the minimum requirements as outlined in the Health and Safety Executive's Event Health and Safety Guide or any additional reasonable requirement from the Local Authority, the Police or the Stadium Safety Officer to protect and maintain the safety and security of the Site during Stadium Operations;
  - 8.2.3. not invite or permit any member of the public to be on the Site at any time when the Site is not open to the public;
  - 8.2.4. secure all working areas during construction and dismantling of the Site in order to prevent public access and undertake any necessary Corporation site inductions;
  - 8.2.5. not permit sleeping at the Site overnight or allow vehicles to be parked overnight on the

Site or on Access or Egress Routes unless reasonably essential for the Build Up, Take Down or operation of the Event(s);

- 8.2.6. shall provide a delivery partner to act as the health, safety and environment focal point for liaison with the Corporation to ensure delivery of the operational and health and safety requirements for the duration of the tenancy.
- 8.2.7. nominate (and provide details to Corporation of) a competent Site Manager. For the avoidance of doubt, the identity of the Site Manager may change during the Contract Period and the Hirer will provide the Corporation with as much notice in relation to that change thereto as is reasonably practicable. The Site Manager will be contactable at all times during the Hire Period;
- 8.2.8. produce a full risk assessment for the Event(s) and the Build Up and Take Down and provide it to the Corporation for its approval no later than twenty-eight (28) days prior to the first Event Date;
- 8.2.9. produce a draft provisional delivery schedule for the Event(s) including the provisional circulation of vehicles requiring access to the Site during the Build Up and Take Down periods and provide it to the Corporation no later than three (3) months prior to the Build Up Commencement Date;
- 8.2.10. work in conjunction with the Corporation and LS 185 Traffic Coordinator to implement the Corporation's vehicles access to the Site into a final Master Delivery Schedule and transport management plan which will be implemented by LS 185 and which will include the Hirer and the Corporation's vehicle access to the Site.
- 8.2.11. throughout the Event(s), at the Site, on Access and Egress Routes and during transition from transport hubs to the Park, keep order, maintain attendee, public and staff safety and provide relevant information and advice to the public;
- 8.2.12. produce a stewarding plan which will detail the number and role of stewards and security guards, including on the Access and Egress routes, and provide this to the Corporation for its approval. The Hirer will also, subject to clause 22.7, within thirty (30) days of the end of the Event(s), provide a copy of the complaint log for the Event(s) to the Corporation;
- 8.2.13. be responsible for providing (and paying for) a sufficient number of appropriately trained stewards, security guards and police (who are readily identifiable as such) for (i) the purposes detailed in clause 8.2.9 above and (ii) to undertake such other duties and services as are agreed between the Hirer, the Corporation and the Metropolitan Police, on the Site, the Access and Egress Routes and at transport hubs serving the Site and take all measures necessary to comply with the provisions of any legislation relating to security on Site which may be applicable to the Hirer. The Hirer shall at its own expense provide, or otherwise be responsible for the cost of, sufficient security personnel and policing;
- 8.2.14. install, at the Hirer's cost, such lighting, way-finding and signage on the Site and Access and Egress Routes for the Events (including from all transport hubs to the Events) as the Corporation and the Hirer agree from time to time, all Parties acting reasonably in relation thereto. For the avoidance of doubt all signage is to be approved by the Corporation and to contain the Park Logo, and the Park Logo will not need to be present on generic globally produced materials for all Eco-marathon events. For the avoidance of doubt, LS 185 shall be responsible for any way-finding and signage required for Stadium Operations during Stadium Events as set out in Schedule 7 (Specific Access Conditions);

- 8.2.15. ensure that appropriate arrangements are made and agreed with the Emergency Services and Council Officers before the Event(s) for the provision of emergency and statutory services during the Event(s);
- 8.2.16. produce and provide to Corporation for its approval an emergency evacuation plan to the Corporation no later than twenty-eight (28) days prior to the first Build Up Commencement Date for approval;
- 8.2.17. comply with all reasonable instructions, notices and directions of the Licensing, Operational, Planning & Safety Group and Event Liaison Team;
- 8.2.18. in the event of protests, threat, unlawful obstruction of roads or interference with the Event, the Hirer shall meet with the Corporation's representative to discuss any appropriate response and no public communication shall be issued prior to sign off by all the Parties.
- 8.2.19. manage all employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties engaged by or on behalf of the Hirer on the Site during the Hire Period;
- 8.2.20. no later than twenty eight (28) days prior to the Build Up Commencement Date, provide the Corporation with a full list of all employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties to be used by the Hirer on Site during the Hire Period known on this date. Their risk assessments, method statements and a copy of their public liability insurance certificates should be made available for inspection on Site by the Corporation on reasonable notice;
- 8.2.21. The Hirer will commit to the LLDC food pledges as outlined in Schedule 11;
- 8.2.22. during the Hire Period, use and occupy the Site and use the Access and Egress Routes in accordance with the Park Bye Laws as outlined in Schedule 13 and in accordance with the provision of Schedule 7 (Access Specific Conditions);
- 8.2.23. provide the Corporation with 10 hospitality passes and suitable refreshments for the Event;
- 8.2.24. Not used;
- 8.2.25. Not used;
- 8.2.26. ensure that the relevant agreed capacity within the Site is not exceeded at any time during the Event(s);
- 8.2.27. provide access to the Site at all times to such employees of the Corporation, the Emergency Services and the Local Authority who need to have access to the Site for the purposes of their employment. The Corporation shall give the Hirer as much notice as is reasonably possible in relation to exercising its rights under this clause 8.2.28;
- 8.2.28. provide the Corporation with All Area Passes for use by persons whose duties and responsibilities (as determined by the Corporation acting reasonably) require such unrestricted access over the Site;



- 8.2.29. during the Event(s), co-operate on Site in such reasonable manner with any person with an All Area Pass and with all members of the Emergency Services or Local Authority and not obstruct or hinder access over any part of the Site required by such a person in exercise of his duties;
- 8.2.30. ensure that adequate provision is made within the Site during the Event(s) for disabled users and that during the Event(s), the Site is compliant with the Equalities Act 2010;
- 8.2.31. take reasonable steps to ensure that nothing is done on the Site by the Hirer and/or by any third party engaged by the Hirer for the Event(s) which in the reasonable opinion of the Corporation is obscene, unlawful, illegal or immoral or which is harmful to the reputation of the LLDC or LS 185 provided always that holding the Event(s) and acting in accordance with this Agreement shall not be deemed to be a breach of this Clause 8.2.31;
- 8.2.32. not display within the Park any materials, sponsorship, branding, signage or promotions of any product or service, in such manner that it is visible outside the Site, without obtaining the prior approval of the Corporation. The Hirer acknowledges that some branding may already exist in the Park and that other than within the Site the Corporation is not obliged to in any way remove or cover any existing branding unless branding of a direct competitor of the Hirer, as outlined in Schedule 14, unless permanent large-scale branding on stadium/LAC which is immovable.;
- 8.2.33. Ensuring that the delivery/vehicle circulation at the Stadium will be maintained at any time during the Hire Period and the five (5) days of road closure;
- 8.2.34. Ensuring that all pedestrian access/egress routes must be maintained during the Build Up and the Take Down periods in the event of another event would be staged at the Stadium;
- 8.2.35. ensure that the Park Logo is included on all London specific promotional material and merchandise including all posters, flyers, signage, flags, wristbands, lanyards, passes, uniforms, safety bibs produced by or on behalf of the Hirer in connection with the Event(s) and on all advertising space (including across digital channels, in electronic communications and on big screens located in the Site) used for the purposes of the promotion of the Event(s) (the "QEOP Promotional Materials"), subject to the approval of the LLDC and in accordance with Hirer's brand guidelines;
- 8.2.36. only use the name of the Park and the Park Logo for the purposes set out in this Agreement and for no other purpose and the Hirer hereby acknowledges that it has no rights other than as granted under this Agreement in connection with such intellectual property;
- 8.2.37. not permit any merchandising, licensee or concessions to operate in the Park other than inside the Site and then only during the Event(s). The Hirer shall ensure that no items are put on sale which are not appropriate for health and safety reasons for the Event(s), or which are dangerous, obscene, immoral, or which may bring the LLDC or LS 185 into disrepute;
- 8.2.38. ensure that the price of entry to the Event(s) and of any merchandise, catering and refreshments to be offered for sale or sold at the Event(s), shall be approved by the Corporation and not permit any person to sell such goods or items or offer for sale such goods or items, at a higher price than agreed;

- 8.2.39. if the Hirer intends to sell alcohol at the Event(s), it shall do so from designated bar areas only (as marked on the Site Plan), and shall comply with the Licensing Act 2003 and with the terms of the Premises Licence(s) referred to in clause 21;
- 8.2.40. not sell, and ensure others do not sell, cigarettes or e-cigarettes at the Event(s);
- 8.2.41. be responsible for all traffic management in relation the Event, including providing the required traffic marshals, liaising with Transport for London and other providers of transport services in London in advance of the Event(s) on public transport provisions, and, for the avoidance of doubt, be responsible for any costs charged by such organisations as a result of the Event(s);
- 8.2.42. provide a transport mobility service for the Event, including a connection from all nearby transport hubs to the Site to allow ease of access for disabled persons to the Event;
- 8.2.43. ensure that there will be no pyrotechnics or special effects permitted as part of any Event(s) unless specifically approved by the Corporation;
- 8.2.44. take all reasonable steps agreed to between the Parties, all Parties acting reasonably in relation thereto, to ensure that amplified music and public announcements do not cause a nuisance to any nearby residents or occupiers of any buildings on the perimeter of the Park providing always that holding the Event(s) in accordance with the terms of this Agreement will not be deemed to be a breach of this clause 8.2.44. The Hirer must, at least forty-two (42) days prior to the Build Up Commencement Date, provide a noise management plan with details of noise levels for the Event(s) for approval by the Corporation;
- 8.2.45. ensure that any works carried on within the Site are not audible outside of the Park other than during the Noisy Working Hours;
- 8.2.46. subject to the Corporation's obligations, including clauses 18 (Corporation Obligations) and 21 (Premises Licence(s)), ensure that all Relevant Consents necessary for the Event(s) are obtained prior to the relevant Event(s) and for the avoidance of doubt are to be paid for by the Hirer;
- 8.2.47. ensure that all appliances, (and their associated fittings), powered by Liquid Petroleum Gas (LPG) used on Site during the Hire Period will have been serviced or inspected by a suitably qualified engineer in the previous twelve (12) months. All gas/LPG must be handled and stored in accordance with the current industry regulations and codes of practice. All safety certificates and inspection or service records should be made available to the Corporation during the Hire Period upon request;
- 8.2.48. ensure that all Infrastructure and equipment being used on Site during the Hire Period in connection with the preparation of food has been serviced and certificated as safe to use in the previous twelve (12) months. All certificates and inspection or service records should be submitted to the Corporation as part of the Event Management Plan during the Hire Period upon request;
- 8.2.49. liaise with the Park's neighbouring land owners (which for the avoidance of doubt include Westfield and Lend Lease (International Quarter)) and any other third parties affected by the Event. The Hirer shall be responsible for any third party costs related to the Event(s), including, but not limited to, any security, stewarding, policing, traffic management, maintenance, cleaning or access costs. The Hirer shall liaise directly with the land owners

and other third parties (and pay them any costs directly);

- 8.2.50. if the Event(s) are such that they are likely to have spectators within the Park, the Hirer shall
- 8.2.50.1. ensure that the Event Management Plan will also include planning documentation related to spectator management and health and safety;
  - 8.2.50.2. provide an appropriate rest and welfare area for Corporation/Park Champion volunteers;
  - 8.2.50.3. allow the Corporation to run a certain amount of its own content on any video/LED screens that the Hirer has installed for the Event, to a schedule agreed between all Parties. The Hirer shall, acting reasonably, have the right to approve the content; and
  - 8.2.50.4. use its reasonable endeavours to involve the neighbouring communities of the Park in the Event(s).
- 8.2.51. Without prejudice to any other indemnity included in this Agreement and any other rights and remedies which the Parties may have under this Agreement, the Hirer shall indemnify and hold the Corporation and its officers, employees and agents harmless from and against all costs and expenses, actions, proceedings, claims, demands and damage arising directly from a breach of the Specific Access Conditions as set in Schedule 7 which would result in a cancellation or postponement of any Stadium Event.

## **9 USE OF THE SITE**

- 9.1 The Parties agree that there is no intention on the part of the Corporation to create a tenancy of any nature whatsoever in favour of the Hirer or the employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors, concessionaires or any other third parties engaged by the Hirer and that no such tenancy has or shall come into being and (notwithstanding any rights granted pursuant to this Agreement) the Corporation retains the right at any time to use all areas of the Park other than the Site in any manner that the Corporation sees fit.
- 9.2 The Site (including any temporary buildings thereon and any Park Property) made available to the Hirer by the Corporation in connection with the Agreement shall be used by the Hirer solely for the purpose of the Hirer exercising its rights and performing its obligations hereunder.
- 9.3 The Hirer shall have the use of the Site (including any temporary buildings thereon and any Park Property) as licensee and shall vacate the same at the end of the Hire Period.
- 9.4 The Hirer and any employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors, concessionaires or any other third parties engaged by the Hirer to provide Services on the Site in relation to the Event(s) shall observe and comply with such rules and regulations as may be in force at any time for the use of the Site and the Access and Egress Routes. The Hirer shall ensure that its staff and subcontractors who come onto the Site undertake, at no cost to the Corporation, any necessary and reasonable site inductions processes which may be in place at the Corporation from time to time.
- 9.5 The Hirer shall take all reasonable steps to minimise Fair Wear and Tear to the Site and the Access and Egress Routes during the Hire Period and shall detail the steps it will take to do so in its Event Management Plan. The Hirer shall follow the reasonable requests of the LLDC and/or LS 185 with regards to protecting the Fabric where the LLDC and/or LS 185 reasonably believes that any part of the Event(s) may cause Material Damage to the Park or its Fabric.

- 9.6 The Hirer will not drive nor permit to be driven any vehicle over the grass except fork lift trucks and other essential plant and the Hirer shall ensure that:
- 9.6.1 trackway, or other suitable ground protection approved by the Corporation will be provided in accordance with the Site Plan, to enable vehicular access without the need to run over the grass and that all trackway will be edged with metal pins or plastic blockers to stop vehicles driving onto the grass;
  - 9.6.2 all fork-lift trucks and similar plant will be fitted with tyres specifically manufactured for use on grass;
  - 9.6.3 nothing will be fixed, fastened or otherwise secured to any fittings or furniture without the permission of the Corporation;
  - 9.6.4 no excavating, drilling, staking or in any way digging or driving anything into the ground is carried out without first carrying out a scan using a suitably qualified person and in cooperation with the Corporation to ensure, so far as is practicable, that there are no underground pipes, cables or other services that will be damaged as a result and without obtaining the prior approval of the Corporation any damage to such infrastructure will be reinstated by the Corporation and all costs charged to the Hirer;
  - 9.6.5 no parking or positioning of vehicles or Infrastructure by the Hirer or any third party engaged by the Hirer in relation to the Event(s), will be allowed, over the root zone of any tree unless agreed otherwise with the Corporation. The Corporation, acting reasonably, will decide what constitutes the root zone of any tree; and
  - 9.6.6 nothing is attached to any trees or otherwise interferes with any trees.
- 9.7 If any Material Damage is caused to the Park (including its Fabric) before or during an Event by the Hirer or any person it has engaged in respect of the Event, and in the Corporation's opinion the Material Damage should be repaired immediately for the Event to occur on the Site, then the Corporation may require the Hirer to remedy that Material Damage immediately at its own expense. If the Corporation only requires the Material Damage to be remedied after the Event, then the Reinstatement Process (as set out in Schedule 5) shall apply instead in respect of that Material Damage.
- 9.8 The Hirer shall not use the Site nor the Access and Egress Routes, nor permit them to be used by any third party, for any purpose other than the Hirer exercising its rights and performing its obligations under this Agreement.

## **10 HEALTH AND SAFETY**

- 10.1 The Hirer shall take all necessary measures to comply with and obtain all relevant consents under all legislation relating to health and safety (including the Health and Safety at Work Act 1974) which may apply to persons engaged by it to work on the Site during the Hire Period.
- 10.2 The Hirer shall (at its own cost):
- 10.2.1 be responsible for the management of health and safety on the Site during the Hire Period and shall nominate a competent and properly qualified person to be the health and safety coordinator for the Event(s);

- 10.2.2 comply with any health and safety measures agreed between the Parties, all Parties acting reasonably in relation thereto;
  - 10.2.3 comply with any restrictions imposed by the police;
  - 10.2.4 provide suitable first aid and medical cover, as agreed with the Licensing & Safety Advisory Group, for the Event(s);
  - 10.2.5 provide suitable and continuous first aid cover on the Site for the Build Up and Take Down working periods in accordance with the Hirer's risk assessments;
  - 10.2.6 maintain records of any accidents occurring on Site during the Hire Period and notify the Corporation of any accident or injury to any person or significant near miss which occurs on the Site or on the Access and Egress Routes during the Hire Period. All reportable incidents shall be immediately reported to the Corporation. The Hirer and not the Corporation will report all reportable incidents to the Health and Safety Executive;
  - 10.2.7 promptly notify the Corporation of any significant health and safety hazards which may arise in connection with the performance of the Agreement; and
  - 10.2.8 ensure that its health and safety policy statement and risk assessments (as required by the Health and Safety at Work Act 1974), and any other health and safety information that the Corporation may reasonably demand, are made available to the Corporation on request. The Hirer shall provide a copy of health and safety documentation relevant to the Event(s) to the Corporation at least seven (7) days prior to the first Build Up Commencement Date;
  - 10.2.9 implement adequate measures at the Event to ensure water safety at the Site during the Hire Period;
  - 10.2.10 obtain and fully maintain at all times all consents and shall comply with all consents required for its Infrastructure pursuant to clause 12.1.8 (Infrastructure).
- 10.3 The Corporation shall promptly notify the Hirer of any significant health and safety hazards which are known to Corporation to exist or arise at the Site and which may affect the Hirer.

## **11 VEHICLES**

- 11.1 The Hirer shall comply with all reasonable instructions, notices and directions agreed to between the Parties from time to time in relation to the use of the Hirer's Vehicles used by or on behalf of the Hirer in the Park during the Hire Period, including on the Site and Access and Egress Routes.
- 11.2 The Hirer shall ensure that all Hirer's Vehicles:
- 11.2.1 display a vehicle permit issued by the Hirer;
  - 11.2.2 enter and leave the Park through supervised routes agreed to between the Parties, all Parties acting reasonably. The Hirer shall produce a vehicle management plan with regard to the movement of the Hirer's Vehicles;
  - 11.2.3 report to traffic marshals under the control of the Hirer before accessing the Site and park only in locations agreed to between the Parties, all Parties acting reasonably;

- 11.2.4 give right of way to pedestrians, cyclists, horses and other animals;
  - 11.2.5 are only driven by people who hold a valid driving licence and have had appropriate training or hold appropriate qualifications for that vehicle, and
  - 11.2.6 do not block road corners, pedestrian footpaths or access to business or residential premises within the Park.
- 11.3 The Hirer shall at its own cost:
- 11.3.1 supply such traffic marshals, traffic cones and signage as necessary for ensuring that drivers of the Hirer's Vehicles engaged by the Hirer comply with the terms of this Agreement relating to the Hirer's Vehicles;
  - 11.3.2 prepare a comprehensive traffic management plan for the Event, which should include how any affected approach roads to the Site shall be managed. The traffic management plan shall be submitted to Corporation as part of the Event Management Plan in accordance with clause 3.5;
  - 11.3.3 be responsible for obtaining permission for and managing all road closures necessary for the Event(s). The Hirer shall use all reasonable endeavours to ensure that the impact of all such road closures on Westfield Stratford is minimised;
  - 11.3.4 pay the costs of any parking restrictions implemented by the Local Authority due to the Event;
  - 11.3.5 implement appropriate curfews on all vehicles on the Site and the Access and Egress Routes;
  - 11.3.6 ensure that the traffic flow into the Stadium, London Aquatic Centre, ArcelorMittal Orbit and Copper Box Arena and Westfield Stratford premises is not interrupted due to the Event(s); The Hirer acknowledge and agree that the event times for certain days of the Event(s) might require some adjustments with regards to potential clashes with Stadium events and access and egress from Stadium events.
  - 11.3.7 enforce a speed limit of 5mph on Hirer's Vehicles driving in the Site; and
  - 11.3.8 keep a written record of all Hirer's Vehicles and shall ensure that they carry such identification within the Park as the Corporation acting reasonably specifies.

## **12 INFRASTRUCTURE**

- 12.1 The Hirer shall, at its own cost:
- 12.1.1 provide all Infrastructure necessary for the performance of its obligations hereunder;
  - 12.1.2 not commence any work on the Site at the beginning of the Hire Period without obtaining the prior approval of the Corporation;
  - 12.1.3 arrange the delivery and removal of all Infrastructure to and from the Site at its sole cost and risk;

- 12.1.4 keep any Infrastructure that it places on the Access and Egress Routes secure and appropriately lit at night;
  - 12.1.5 ensure that all items of Infrastructure are, whilst on the Site, maintained in a safe, serviceable, clean and presentable condition;
  - 12.1.6 provide professional verification of the safety of all Infrastructure erected or placed on Site for the Event including any temporary structures and specialist equipment
  - 12.1.7 remove all Infrastructure arising from the Event(s) from the Site by the expiry of the Hire Period;
  - 12.1.8 attain all licences, planning consents, building consents (including any Permits to Proceed), certificates and any or other permissions required in relation to the use, construction or mobilisation of any structures, equipment or Infrastructure; and
  - 12.1.9 use reasonable endeavours to minimise the exclusion of the public during Build Up and Take Down.
- 12.2 All Infrastructure shall be at the risk of the Hirer and the Corporation shall have no liability for any loss of or damage to any Infrastructure, unless such loss or damage was caused or contributed to by any act or omission of the Corporation.
- 12.3 The Hirer shall not use any gazebo, marquee or similar structure unless the equipment is of the appropriate quality and safety standard for public events and then only with the approval of the Corporation.

### **13 HIRER'S STAFF**

- 13.1 The Corporation, acting reasonably, may refuse to admit to, or to withdraw permission to remain in, the Park any employee, servant, agent, supplier, contractor, sub-contractor, consultant, sub-consultant, licensee, sponsor, concessionaire of the Hirer or any other third party engaged by the Hirer.
- 13.2 When dealing with the public at the Event(s), all persons engaged by the Hirer in connection with the Agreement, including any employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors, concessionaires or any other third parties, will act in a helpful and courteous manner.
- 13.3 The Hirer shall select and appoint suitable and competent persons in relation to the exercise of its rights under this Agreement. All such persons shall possess the qualifications and competence appropriate to the tasks for which they are engaged.
- 13.4 The Hirer agrees that it shall, if required, and on the reasonable request of the Corporation, attend the following meetings in relation to the staging of the Event (subject to reasonable advance notice of such meeting being provided) for the purpose of discussing matters arising in relation to the staging of the Event including, without limitation, matters relating to any LLDC Policies and access to the Stadium for vehicles and deliveries on the Event Dates:
- 13.4.1 a tactical and risk assessment meeting with the Corporation and/or Corporation Parties, at a time to be agreed between the Corporation and the Hirer, but in any event prior to the printing of tickets in relation to the Event, which the Hirer acknowledges that relevant members of the police and any other relevant health and safety representatives may

attend;

- 13.4.2 an external planning meeting with the Corporation and/or Corporation Parties and any relevant official authorities prior to the Event at a time to be agreed between the Corporation and the Hirer;
- 13.4.3 briefing meetings with the Corporation and/or Corporation Parties prior to and on each day of the Event Date(s), in each case at times to be agreed between the Corporation and the Hirer;
- 13.4.4 a de-briefing meeting following the last Event Date on a day to be agreed between the Corporation and the Hirer; and
- 13.4.5 a meeting prior to the Event on a day to be agreed between the Corporation and the Hirer for the purpose of discussing all access times and procedures to the Site for Build Up and Take Down.

13.5 The Parties shall comply with any protocols or procedures agreed between the Corporation and the Hirer during or pursuant to any of the meetings referred to in clause 13.4 above (Hirer's Staff).

13.6 The Hirer shall procure the attendance at each Event of an experienced representative of the Hirer who shall liaise with the Corporation in relation to the organisation of the Event before, during and after the Event and who shall be capable, when reasonably required by the Corporation, to participate (without prejudice to clause 10 (Health and Safety)) in any health and safety discussions relating to, without limitation, any delay or Event abandonment or evacuation of the Site and shall be responsible for overseeing and managing the acts of any Hirer Party on the Site. The Corporation shall procure that a suitably experienced official is available to participate in any such discussions with the Hirer. The Corporation shall take into account the reasonable advice of the Hirer's representative in relation to the Event provided that such advice and direction is compliant with applicable laws and the advice of any regulatory bodies such as the Local Authority, any relevant health and safety authority, any relevant licensing authority, the police and/or any other organisation with powers to enforce any applicable laws

13.7 The Corporation may notify the Hirer if it has a complaint about any member of the Hirer's personnel. If such complaint relates, in the Corporation's reasonable opinion, to gross negligence or wilful misconduct, the Corporation may require that such person is removed and replaced (either permanently or temporarily).

#### **14 WORKING IN THE PARK**

14.1 The Hirer shall exercise its rights and perform its obligations under this Agreement in a polite and courteous manner, acting reasonably at all times.

#### **15 REMOVAL OF LITTER, WASTE AND WASTE FLUIDS**

15.1 The Hirer shall use its reasonable endeavours to comply with the Code of Practice on Litter and Refuse and will ensure that a reasonably sufficient number of staff is engaged to enable the continuous gathering of litter in the Site during the Event(s) notwithstanding the provisions of clause 20.1.

15.2 The Hirer shall take reasonable precautions in the performance of this Agreement to ensure that the impact of litter emanating from the Site as a direct result of the Event(s) is minimised. Such steps shall include the selection of packaging which minimises litter.

15.3 Upon completion of the Hire Period, the Hirer shall remove any unused materials and all waste and



leave the Site in a neat and tidy condition.

- 15.4 The Hirer shall minimise waste in the provision of the Event(s) and the exercise of its rights and performance of its obligations under this Agreement. As much waste as is reasonably possible shall be recycled and on request the Hirer shall produce whatever documentation is reasonably requested by the Corporation to ensure that waste generated on the Site during the Hire Period is disposed of in accordance with applicable legislation and Park Bye Laws. The Hirer shall, upon request provide to the Corporation details of all of its waste streams together with data on the amount recycled, the amount reused and the amount going to landfill. The Hirer shall participate in such recycling schemes as the Parties agree to from time to time, all Parties acting reasonably in relation thereto.
- 15.5 Compactors or other suitable storage containers must be used to store waste generated on Site during the Hire Period and disposal shall be undertaken at the Hirer's expense.
- 15.6 The Hirer will supply categorised recycling and litter bins throughout the Site during the Hire Period.
- 15.7 Suitable sealed containers must be provided for the collection of all waste fluids e.g. cooking oils. All waste fluids must be disposed of off Site or as agreed by the Corporation.
- 15.8 The Hirer shall make its own arrangement for the ongoing removal of all litter and waste from the Site to the approval of the Corporation, such approval not to be unreasonably withheld or delayed.
- 15.9 To avoid the risk of infestation by pests, the Hirer will use its reasonable endeavours to ensure that waste collections are made daily on each day following an Event before 10am unless otherwise agreed by the Corporation.
- 15.10 The Hirer shall use its reasonable endeavours to minimise the risk of pest infestation by making reasonably adequate arrangements for the disposal of food waste and other matters attractive to pests. The Hirer shall not arrange for the control of any pests without the written permission of the Corporation. If the Corporation agrees to the Hirer dealing with pest control, the pesticides or any other chemicals to be used in relation thereto must be agreed with the Corporation.

## **16 ENVIRONMENTAL REQUIREMENTS**

- 16.1 The Hirer shall, when working on the Site, perform its obligations under the Agreement in accordance with the LLDC's environmental policy, (as contained in the LLDC Sustainability Guide), which is to conserve energy, water, wood, paper and other resources, reduce waste (including zero waste to landfill) and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 16.2 The Hirer shall comply with any reasonable requirements of the Corporation with respect to the implementation of ISO14001 and ISO20121 standards.
- 16.3 The Hirer shall ensure that all energy consuming plant used on the Site during the Hire Period is operated and maintained at optimum efficiency and shall use its reasonable endeavours to ensure that all fuel, electricity and water used on Site during the Hire Period are used economically.
- 16.4 The Hirer shall ensure that no timber or wood contained in any product it procures in relation to the Event(s) is derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can

prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.

- 16.5 All timber and wood, other than recycled timber and wood, shall be supplied to the Hirer in strict accordance with applicable laws of England and Wales. The Hirer shall be able to provide reasonable evidence in relation thereto.
- 16.6 The Hirer shall ensure that timber and wood used on Site derives from forests or plantations that were sustainably managed to promote biodiversity and prevent ecological and social damage. The Hirer should be able to evidence that this requirement has been met.
- 16.7 The Hirer shall, if requested by the Corporation, obtain independent verification of the claims being made and shall meet the full costs involved in so doing.
- 16.8 The Corporation will accept that the Hirer has met his obligations in proving the source of his timber and wood products if those products are certified, by properly accredited organisations, as meeting the standards set by the Forest Stewardship Council.
- 16.9 The Hirer shall work with the Corporation to identify and implement environmental improvement opportunities within the Park and shall provide the Corporation with unrestricted access in order to undertake environmental audits of the Site.

## **17 FILMING**

- 17.1 If the Hirer wishes to film or record in any manner all or any of the Event(s) for any purpose, and/or allow any third party to do so, the Corporation hereby grants the Hirer the right to do so at no cost.
- 17.2 The filming or recording hereunder permitted shall for the purposes of this Agreement be referred to as “the Recordings” and shall, for the avoidance of doubt, include recording by the press for the purposes of news, recording for television broadcast and recording for promotional purposes. The Hirer will, where relevant, be responsible for attaining all permissions relating to any persons attending the Event(s) for their inclusion in any Recordings.
- 17.3 The Corporation agrees that the Hirer may and/or may authorise third parties to, undertake any number of live or delayed broadcasts of the Recordings, on television, radio, or the internet, or for any non-commercial purposes, without any payment to the Corporation.
- 17.4 The Hirer shall not exploit or authorise any third party to exploit any Recordings in any manner other than that detailed in clause 17.3 above, without obtaining the prior approval of the Corporation in relation thereto, such approval not to be unreasonably withheld or delayed.
- 17.5 If the Hirer wishes to use the Recordings for any purpose other than that detailed in clause 17.3, the Hirer acknowledges that the Corporation may request additional payment in relation thereto.
- 17.6 The Corporation acknowledges that it has no rights in and does not by virtue of this Agreement acquire any rights in all or any of the Recordings.
- 17.7 The Corporation shall not authorise or permit any recording, filming, broadcasting and/or transmission of all or any part of the Event(s) without the express prior written consent of the Hirer which the Hirer may withhold in its sole discretion.

## **18 CORPORATION'S OBLIGATIONS**

18.1 The Corporation warrants that:

- 18.1.1 it shall not unduly interrupt the use of the Site by the Hirer providing always that such use is in accordance with the terms of this Agreement;
- 18.1.2 it shall provide full access to and egress from the Site and the Access and Egress Routes to the Hirer and all third parties engaged by the Hirer (with and without vehicles and equipment) notwithstanding the provisions of Schedule 7 (Specific Access Conditions); and
- 18.1.3 it shall provide full access to and egress from the Site on the Access and Egress Routes to the general public travelling on foot to the Event(s) during such times as the Parties agree and via such routes as the Parties agree, in both cases, all Parties acting reasonably.

18.2 The Corporation acknowledges that the Hirer shall:

- 18.2.1 be exclusively entitled to all sums received from the production and exploitation of the Event(s), including ticket and programme sales, sponsorship, advertising, sale of merchandising, film, soundtrack or sound recordings and any and all rights in relation to hospitality, in all cases without any payment or other obligation to the Corporation, subject to the Hirer's obligations under clause 4 (Fees), 20 (Services) and clauses 18.5 and/or 18.6. The Hirer shall be exclusively entitled to exploit such rights in any way whatsoever and, for the avoidance of doubt, the Hirer shall retain all income therefrom.
- 18.2.2 have the exclusive right to appoint official sponsors of the Event(s), subject always to the approval of the Corporation, not to be unreasonably withheld.
- 18.2.3 be entitled to the sums received from catering and bar sales within the Site, with the exception of public catering sales within the LS 185 Areas (as specified in clause 18.2.4 below).
- 18.2.4 be entitled to 10% of the general public spectators gross catering income from LS 185 food and beverage sales at the Event in the South Park, excluding revenues from sales at the kiosks already existing and in operation in the South Park prior to the Event. Subject to clause 18.2.5, LS 185 will be exclusively responsible through its catering subcontractor Delaware North for the production and sale of food and beverages to the general public in the South Park.
- 18.2.5 be entitled to allow the Hirer's appointed partners – Deli2go, Waitrose and Costa – to provide food and beverages on the Site during the Hire Period. Delaware North shall also look to incorporate farmers' markets as part of their overall catering offering, provided that such operatives are fully compliant with all health and safety practices.

18.3 The LLDC hereby grants to the Hirer a licence to use the name "Queen Elizabeth Olympic Park" and subject to the prior approval of the LLDC, the Park Logo, in both cases in relation to the promotion and exploitation of the Event(s), such use to be in accordance with the terms and conditions of this Agreement, and always only with the approval of the LLDC. LS 185 shall in no way be liable for the Hirer's use of this licence.

18.4 The Corporation shall ensure that individuals to whom it distributes an All Areas Pass:

- 18.4.1 only use a pass for the purpose of carrying out such of their employment tasks which relate directly and solely to the Event(s);

- 18.4.2 act reasonably at all times whilst on Site during the Hire Period; and
  - 18.4.3 comply with all instructions from the Hirer, including those relating to health and safety, whilst on Site.
- 18.5 In the event that the Corporation is required to provide any stewarding or security personnel or traffic marshalling over and above the personnel employed by the Corporation in the Park on a normal day when the Event is not taking place (hereinafter the "Additional Personnel"), the Hirer shall reimburse the Corporation for any additional expense incurred by the Corporation in respect thereof except for the provisions of security personnel and traffic marshalling required for the management of the accesses reserved to the Corporation in Schedule 7 (Specific Access Conditions) which are to be covered by the Corporation.
- 18.6 In the event that the Corporation is required to provide any cleaning or litter collection personnel over and above the personnel employed by the Corporation in the Park on a normal day when the Event(s) are not taking place (hereinafter the "Additional Cleaning Staff"), for the purposes outlined in this section 18.6, the Hirer shall reimburse the Corporation for incurred by the Corporation in respect thereof except for the provisions of cleaning and waste management required for the specific accesses reserved to the Corporation in Schedule 7 (Specific Access Conditions) which are to be covered by the Corporation.
- 18.7 The Corporation shall provide the Additional Personnel and the Additional Cleaning Staff at rates to be provided to the Hirer within ten (10) days of the date of signature hereof which rates shall be deemed to be incorporated as Schedule 18 hereto.

## **19 PARK PROPERTY**

- 19.1 If the Corporation allows the Hirer to use Park Property, the Parties agree that all Park Property shall be and remain the property of the Corporation. The Hirer shall not in any circumstances have a lien on the Park Property and the Hirer shall take all reasonable steps to ensure that the title of the Corporation to such Park Property is brought to the notice of all employees, servants, agents, suppliers, sub-contractor or other third party engaged by the Hirer in relation to the Event(s) who use such Park Property.
- 19.2 The Hirer shall:
- 19.2.1 use the Park Property solely in connection with the Agreement and for no other purpose, without prior approval of the Corporation;
  - 19.2.2 return the Park Property to the Corporation at such times as the Parties agree; and
  - 19.2.3 ensure the security of all Park Property, whilst in the Hirer's possession, in accordance with the Corporation's reasonable security requirements from time to time.
- 19.3 The Hirer shall be liable for any and all loss of or damage to any Park Property caused during the time that the Hirer was responsible therefor, unless such loss or damage was caused by any act or omission of the Corporation. The Hirer shall immediately inform the Corporation of any defects appearing in or losses or damage occurring to Park Property of which the Hirer is aware.

## **20 SERVICES**

- 20.1 The Corporation shall provide any services which the Corporation has agreed to provide, upon such terms and conditions as agreed to between the Corporation and the Hirer ("**Services**"). The Hirer shall pay all charges (including VAT if applicable) therefore which the Parties have agreed to, all Parties acting reasonably and in good faith in relation thereto (such agreed charges shall be referred to herein as "**Service Charges**").
- 20.2 When required, the Hirer shall use its best endeavours to use the Corporation services when such services are available at reasonable market rates. Such services may include (but are not limited to): Information technology and Internet connectivity, safety/security and stewarding, cleaning/waste management, operational support.
- 20.3 The Hirer shall not make use of any utility at the Park, including the supply of water, electricity, gas, data or telephone without the written consent of the Corporation and if such consent is given, it shall pay to the Corporation all charges imposed on the Corporation by a third party (including VAT if applicable) in addition to a reasonable administration charge, in respect of the water, electricity, gas and telephone supplies used by the Hirer (including standing charges and meter rents) on the Site during the/each Hire Period in relation to the Event(s).
- 20.4 The Corporation will not be liable for any loss of revenue, costs or damages where any utility supply fails, except where it is directly attributable to any act or omission of the Corporation.
- 20.5 The Hirer shall provide any utilities on the Site which are necessary for the Event and which are not provided by the Corporation and agreed to in accordance with clause 20.1.

## **21 PREMISES LICENCE(S)**

### **21.1 The Corporation warrants that:**

- 21.1.1 the Premises Licence(s) authorise(s) the Hirer to exercise its rights and perform its obligations under this Agreement;
- 21.1.2 it shall maintain the Premises Licence(s);
- 21.1.3 the Corporation shall during the Contract Period use all reasonable endeavours to comply with the terms of the Premises Licence(s);
- 21.1.4 at the Commencement Date the Premises Licence(s) is in full force and effect; and
- 21.1.5 the Corporation will use all reasonable endeavours to ensure that the Premises Licence(s) will not at any time during the Contract Period be amended in any manner which would mean that the Hirer could not hold the Event(s) in the manner described herein.

### **21.2 The Corporation shall:**

- 21.2.1 immediately provide the Hirer with copies of any relevant correspondence it has, or any third party on its behalf has, with any Licensing Authority, Responsible Authority or interested party (as such terms are defined under the Licensing Act 2003) relating to the Event(s) together with copies of any warning, summons, notice, application, representation or order given by or on behalf of such authorities or Parties relating to the Premises Licence(s) and the Event(s); and

21.2.2 give the Hirer reasonable prior notice of any hearings, negotiations or other discussions or meetings with third parties regarding the Premises Licence(s) and the Event(s) and shall not object to the Hirer and its legal advisers attending those meetings or hearings.

21.3 The Hirer will:

21.3.1 provide all reasonable support and assistance to the Corporation in complying with and maintaining the Premises Licence(s);

21.3.2 ensure that its employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub consultants, licensees, sponsors, concessionaires or any other third party it engages are aware of and comply with relevant terms and conditions of the Premises Licence(s);

21.3.3 comply at all times with the Premises Licence(s) as it relates to the Event(s).

## **22 PUBLICITY, MEDIA, DATA, OFFICIAL ENQUIRIES AND INTELLECTUAL PROPERTY RIGHTS**

22.1 Without prejudice to the Corporation's obligations under the FOIA, no Party shall make any press announcement relating to this Agreement or publicise this Agreement or any part of it in any way, except with the written consent of the other Parties. The Parties shall take all reasonable steps to ensure the observance of the provisions of this clause by their employees, servants, agents, suppliers, contractors, sub contractors, consultants, sub-consultants, licensees, sponsors, concessionaires, professional advisors or any other third parties it engages.

22.2 No Party shall make any press announcements relating to the Event(s) without the consent of the other Parties in any circumstances (such consent not to be unreasonably withheld or delayed), including in an emergency.

22.3 The provisions of this clause 22 do not apply to carrying out agreed marketing and publicity plans for the Event(s) and the provisions of this clause 22 shall survive expiry or termination of this Agreement for any reason.

22.4 The Hirer will comply with the brand guidelines attached in Schedule 4 at all times when using any LLDC or LS 185 intellectual property.

22.5 The Hirer hereby agrees to grant (or to procure that such third parties as may be necessary shall grant) the Corporation access without charge to and make available in any form reasonably specified by the Corporation without charge any photographs, films and broadcasts produced by, or under licence of, the Hirer in connection with the Event(s) for use for internal and promotional purposes only.

22.6 Not used;

22.7 The Parties acknowledge and agree that any data collected by the Hirer in connection with the Event(s) during the term of this Agreement shall be controlled and processed in accordance with the Data Protection Act 1998, any other relevant law and any guidance published by the Information Commissioner's Office. The Parties undertake, whilst complying with the legislation and guidance outlined in this clause 22.7, to explore ways to share data in relation to the tickets for the Event(s).

22.8 The Hirer shall not:

- 22.8.1 by this Agreement, acquire any right, title or interest in the Protected Marks or any right to associate itself with any Games Body or the Games (whether prior to, during or after the Games have taken place);
  - 22.8.2 use any trade marks, trade names, logos or other Intellectual Property Rights of the LLDC, LS 185, LOCOG or of any other Games Body (including the Protected Marks) or to use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks;
  - 22.8.3 cause to be done or permit anyone reasonably within the Hirer's control to do anything which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the LLDC or LS 185 or any Games Body;
  - 22.8.4 do anything which would have an adverse effect on or embarrass the LLDC, LS 185 any Games Body, or any official supporter or sponsor of the Games; and
  - 22.8.5 shorten the name of the Park to "the Olympic Park", or otherwise emphasise the word "Olympic", and shall only refer to the Park as the Full Park Name.
- 22.9 The Corporation retains all Intellectual Property Rights in any materials it provides to the Hirer for the purposes of the Hirer performing its obligations under this Agreement, and grants the Hirer a licence to use such Intellectual Property Rights to the extent required for such performance.
- 22.10 If the Corporation reasonably objects to any use by the Hirer of the any Intellectual Property Rights of the Corporation, it shall notify the Hirer of the reason and any changes which, in the Corporation's reasonable opinion, should be made so that the Corporation would cease to object to such use of the Intellectual Property Rights. The Hirer shall implement any changes requested by the Corporation within 5 business days or as otherwise agreed between the Parties.
- 22.11 The Parties agree that any material that is created, originated or otherwise developed or designed by one Party or one of its commercial partners for the purposes of this Agreement, in which there is vested any Intellectual Property Right, shall be the property of that Party.
- 22.12 The Hirer shall take all reasonable steps to ensure that its sub-licensees, sub-contractors and agents shall also abide by the provisions of this clause 22.
- 22.13 The Hirer shall indemnify and keep indemnified the Corporation in full and on demand against all claims, demands, actions, proceedings and all direct losses, costs and expenses (including legal and other professional advisers' fees) made against or incurred or suffered whether wholly or in part resulting directly from any claim that the use of any Intellectual Property Rights or brands provided by the Hirer infringes the Intellectual Property Rights of any third party.

## **23 APPROVALS**

- 23.1 The Hirer shall keep the Corporation informed of all significant proposed transactions, agreements or arrangements concerning the use and exploitation of any of the commercial rights related to the Agreement (save for those concerning the use and exploitation of Event-related photographs, film and broadcasts) whether by the Hirer or a third party prior to the completion of contracts or agreements relating to the same. Where the proposed transaction relates to sponsorship rights in connection with the Event(s), then the Corporation shall have a period of five (5) business days to approve by written notice to the Hirer the relevant transaction, such approval not to be unreasonably withheld. In the event that the Corporation acting reasonably chooses not to approve the relevant transaction by written notice to the Hirer, the Hirer shall immediately cease all

negotiations in respect thereof. In the event that the Corporation fails to provide written notice of approval or non-approval of the transaction within three (3) business days, the transaction shall be deemed approved.

23.2 All QEOP Promotional Materials and other branding produced by or on behalf of the Hirer utilising any of the rights granted under this Agreement are subject to the following approvals process:

23.2.1 the Hirer shall submit to the LLDC for its prior written approval, representative samples accurately illustrating all QEOP Promotional Materials and other branding prior to the production, publication or use of the relevant QEOP Promotional Materials and branding;

23.2.2 the Hirer shall not manufacture, distribute, issue, publish, circulate or otherwise make use of any QEOP Promotional Materials and branding without the prior written approval of the LLDC;

23.2.3 following any approval of any QEOP Promotional Materials and/or branding as specified in clause 23.2.1 above, the Hirer shall ensure that such QEOP Promotional Materials and/or branding do not deviate from the samples approved by the LLDC in any material respect and shall submit further representative samples of such QEOP Promotional Materials and/or branding for approval whenever reasonably requested to do so by the LLDC; and

23.2.4 if at any time any QEOP Promotional Materials or branding fail to conform to any approved representative sample, the Hirer shall, forthwith upon notice from the LLDC, withdraw or procure the withdrawal of any and all such QEOP Promotional Materials and/or branding from circulation (at the Hirer's expense).

#### **24. PREVENTION OF CORRUPTION**

24.1. The Hirer shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Corporation any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract with the Crown, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract. The attention of the Hirer is drawn to the criminal offences under the Bribery Act 2010.

24.2. The Hirer shall not enter into this Agreement if in connection with it commission has been paid or is agreed to be paid to any employee or representative of the Corporation by the Hirer or on the Hirer's behalf, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any Agreement for the payment are disclosed in writing to the Corporation.

24.3. Where the Hirer or Hirer's employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors, concessionaires or any other third parties engaged by the Hirer, breach the Hirer's obligations under this clause 24, the Corporation has the right to terminate the Agreement by giving written notice to the Hirer.

24.4. In exercising its rights or remedies under this clause 24, the Corporation shall:

24.4.1. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of, the person performing the prohibited act; and

24.4.2. give all due consideration, where appropriate, to exercise an action other than termination of the Agreement.



- 24.5. The Corporation will comply with the Hirer's Anti-Bribery Laws and Internal Controls.
- 24.6. The Corporation represents and warrants that, in connection with this Agreement or the business resulting therefrom: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of this Agreement and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.
- 24.7. The Corporation undertakes to immediately notify the Hirer if in connection with this Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mention in this Clause 24.
- 24.8. The Hirer confirms that its appointment of Corporation was expressly made on the basis that Anti-Bribery Laws and the Business Principles would not be violated. Corporation acknowledges that the contents of this Agreement may be disclosed by the Hirer to third parties for the purposes of demonstrating compliance with this Clause 24.
- 24.9. The Corporation shall indemnify, defend, and hold harmless the Hirer and its related parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of the Corporation's representations in this Clause 24 being untrue or arising out of the Corporation's breach of any of its warranties or undertakings in this Clause 24.
- 24.10. The Corporation and its affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

## **25. DISCRIMINATION**

- 25.1. The Hirer shall not unlawfully discriminate in relation to the employment of its staff working at the Site during the Hire Period.
- 25.2. The Hirer shall not unlawfully discriminate against any group in the public in any way in relation to the Event, including in relation to ticketing policy.

## **26. CONFIDENTIALITY**

- 26.1. Each Party undertakes to the other Parties that it shall:
- 26.1.1. keep confidential all Confidential Information;
  - 26.1.2. take appropriate steps to safeguard all Confidential Information within its control belonging to the other Parties;
  - 26.1.3. not, without the disclosing Party's prior written consent, disclose the Confidential Information in whole or in part to any other person save those of its directors, employees, agents, professional advisers, suppliers, contractors, consultants and subcontractors involved in the implementation of this Agreement provided in all cases that they have a need to know the same and provided that in disclosing information under this clause the Parties shall disclose only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality

undertaking is given where appropriate; and

- 26.1.4. use the Confidential Information solely in connection with the exercise of rights and/or the performance of obligations under this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 26.2. The Parties shall take all necessary precautions to ensure that all Confidential Information obtained from any other Party under or in connection with the Agreement is given only to such of the directors, employees, agents, professional advisors, suppliers, contractors, consultants and subcontractors engaged by it in relation to the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement.
- 26.3. The provisions of clauses 26.1 and 26.2 shall not apply to the whole or any part of the Confidential Information that can be shown by the receiving Party to be:
  - 26.3.1. disclosed as a requirement of law or any regulatory body to whose rule either Party is subject;
  - 26.3.2. required for the examination and certification of each Party's accounts by external professional advisors;
  - 26.3.3. known to the receiving Party prior to the Commencement Date otherwise than as a result of being obtained directly or indirectly from the disclosing Party;
  - 26.3.4. obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the disclosing Party by any reason;
  - 26.3.5. in the public domain other than as a result of a breach of a duty of confidence owed to the disclosing Party by any person; or
  - 26.3.6. in the case of the Corporation, required for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Corporation has used its resources.
- 26.4. The provisions under this clause 26 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- 26.5. The provisions of this clause 26 shall survive expiry or termination of this Agreement for any reason.

## **27. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

- 27.1. The Hirer acknowledges that the LLDC is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 (collectively "Disclosure Legislation") and shall as far as is reasonably possible assist and co-operate with the LLDC (at the Hirer's expense) to enable the LLDC to comply with the requirements of the FOIA in relation to any information relating to the Hirer, the Event(s) and/or this Agreement.

- 27.2. The Hirer shall, and shall procure that its employees, servants, agents, suppliers, contractors, sub contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties engaged on its behalf shall:
- 27.2.1. send to the LLDC any Request for Information received by them addressed to the LLDC as soon as practicable after receipt and in any event within two working days
  - 27.2.2. provide all necessary assistance as reasonably requested by the LLDC to enable the LLDC to respond to a Request for Information within the time frames for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 27.3. If the LLDC is required under the Disclosure Legislation to comply with and/or assist with responding to a request for information from a third party under the Disclosure Legislation which relates to the Hirer, the Event(s) and/or this Agreement (a “Request for Information”) the LLDC shall:
- 27.3.1. inform the Hirer about the Request for Information and the nature of the information being sought as soon as is reasonably practicable following receipt of the Request for Information;
  - 27.3.2. consider all relevant exemptions provided under the Disclosure Legislation (including, without limitation, section 41 of the FOIA – information provided in confidence – and section 43 of the FOIA – information which would prejudice the commercial interests of a Party) to withhold information sought in terms of the Request for Information and apply such exemptions where it is correct to do so (e.g. that either an absolute exemption or a qualified exemption as detailed under the FOIA applies);
  - 27.3.3. consult with the Hirer prior to the disclosure of any such information and take reasonable account of the Hirer’s views in relation thereto; and
  - 27.3.4. inform the Hirer about the LLDC’s progress in dealing with any Request for Information and where requested by the Hirer, provide the Hirer with copies of any correspondence and documents relating to the Request for Information.
- 27.4. Subject to clause 27.3, the LLDC shall be responsible for determining at its absolute discretion whether information within its control relating to this Agreement, the Event(s) and/or the Hirer:
- 27.4.1. is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; or
  - 27.4.2. is to be disclosed in response to a Request for Information.
- 27.5. The Hirer shall not respond directly to a Request for Information addressed to the LLDC unless expressly authorised to do so by the LLDC.
- 27.6. The Hirer acknowledges that any information provided by it outlining Confidential Information are of indicative value only and that the LLDC may nevertheless be obliged to disclose Confidential Information in accordance with the Disclosure Legislation.
- 27.7. The provisions of this clause 27 shall survive expiry or termination of this Agreement for any reason.

## 28. WARRANTIES AND REPRESENTATIONS

28.1. The Corporation warrants that at all times during the Contract Period that:

- 28.1.1. it has, and will during the Contract Period retain, full and exclusive power and authority to enter into and perform this Agreement and grant the rights and perform the obligations detailed hereunder free from all encumbrances and that it does not at the date hereof have any actual or constructive notice of any defect in or restriction in granting such rights;
- 28.1.2. the Corporation shall discharge its obligations hereunder with all due skill, care and diligence including in accordance with good industry practice and with its own established internal procedures;
- 28.1.3. the Hirer's use of the Park Logo shall not infringe any rights, including any Intellectual Property Rights, of any third parties; and
- 28.1.4. that this Agreement is executed by a duly authorised representative of the Corporation.

28.2. The Hirer warrants, represents and undertakes that:

- 28.2.1. the Hirer has the full and exclusive power and authority and all necessary consents to enter into and perform this Agreement and the obligations hereunder free from all encumbrances and that this Agreement is executed by a duly authorised representative of the Hirer;
- 28.2.2. the Hirer shall discharge its obligations hereunder with all due skill, care and diligence including in accordance with good industry practice and with its own established internal procedures; and
- 28.2.3. all obligations of the Hirer pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified and trained employees with all due skill, care and diligence.

## **29. CO-ORDINATION**

- 29.1. The Hirer recognises the importance of it implementing good working practices whilst exercising its rights and performing its obligations under this Agreement.
- 29.2. At regular pre-arranged intervals the Hirer will meet with the Corporation to discuss the performance of the Agreement.
- 29.3. In an emergency, the Hirer's Representative shall be available at one (1) hour notice to attend a meeting with the Corporation's Representative in person or via conference call.

## **30. MINOR BREACHES**

- 30.1. A minor breach of this Agreement shall be a non-persistent breach in the nature of but not limited to the following:
  - 30.1.1. failure to preserve the Fabric of the Park;

- 30.1.2. payment of fees or any other sums due under this Agreement in arrears of not more than one month;
- 30.1.3. health and safety violations (other than a breach under clause 32.1.3(a));
- 30.1.4. standards of customer care not in accordance with this Agreement;
- 30.1.5. poor cleanliness standards;
- 30.1.6. poor standards of rubbish storage and disposal;
- 30.1.7. environmental health violations, including poor food preparation standards;
- 30.1.8. use of under-qualified staff;
- 30.1.9. undertaking the Event(s) outside of the agreed times;
- 30.1.10. operating outside of the agreed sites / routes;
- 30.1.11. poor traffic management including traffic violations in respect of late delivery, speeding, parking, lack of safety or courtesy to Park visitors;
- 30.1.12. staff swearing in front of entrants/visitors to the Event(s);
- 30.1.13. sale of non-approved goods;
- 30.1.14. littering;
- 30.1.15. obstruction of thoroughfares including the unreasonable or unauthorised disruption to the Park operations and/or the enjoyment of the Park by visitors;
- 30.1.16. the display of unauthorised advertising;
- 30.1.17. the use of unauthorised vehicles;
- 30.1.18. poor standards of dress / uniform;
- 30.1.19. staff smoking on duty;
- 30.1.20. any other occurrences of sub standard service delivery of a non-fundamental nature; and
- 30.1.21. overpricing; and
- 30.1.22. a failure to obtain the approval from the LLDC or LS 185 as required under clauses 8.2.36, 18.2.2, 18.3, 20.3, 23.1 or 23.2.2

30.2. The Corporation's Representative shall bring any breaches to the attention of the Hirer.

30.3. If the Corporation's Representative is of the opinion that minor breaches are not being rectified in a reasonable timeframe or that reasonable action is not being taken to avoid recurring minor breaches, then s/he may call a rectification meeting at which all Parties will agree remedies and timescales.

30.4. Persistent failure of the Hirer to comply with actions agreed at a Rectification Meeting may be regarded as a material breach to which clause 31 (Termination) will apply.

30.5. For the avoidance of doubt, nothing within these conditions shall in any way limit any rights or remedies which the Corporation may have elsewhere within this Agreement, including, but not limited to, termination of this Agreement by reason of cumulative and persistent failure to remedy minor breaches pursuant to these conditions.

### **31. TERMINATION**

31.1. Any Party ("**Complaining Party**") may terminate this Agreement by giving written notice to the other Parties if any of the following events occur:

31.1.1. one of the other Parties (the "**Defaulting Party**") commits any material breach of any of the provisions of this Agreement and either:

- the breach is not capable of remedy; or
- if the breach is capable of remedy, the Defaulting Party fails to remedy it within ten (10) days after receiving a written notice from the Complaining Party containing full particulars of the material breach and requiring it to be remedied;

For the purposes of clause 31.1.1, a breach shall be considered capable of remedy if the Defaulting Party in breach can comply with the provision in question in all respects other than as to the time of performance;

31.1.2. any meeting of creditors of the Defaulting Party is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Defaulting Party (other than for the purpose of a bona fide reconstruction or amalgamation);

31.1.3. a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Defaulting Party;

31.1.4. the Defaulting Party ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

31.1.5. a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Defaulting Party; or

31.1.6. any event analogous to any of the foregoing is suffered by a Party.

31.2. Upon termination of this Agreement, the appropriate terms of clause 34 (Payment On Termination) shall apply and the Hirer shall immediately, if required by the Corporation acting reasonably, commence Take Down and remove from the Site all its Infrastructure, property and equipment in accordance with reasonable instructions given by the Corporation.

31.3. Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Parties accrued before such termination or expiration and nothing in the Agreement shall

prejudice the right of any Party to recover any amount outstanding at such termination or expiry.

- 31.4. The provisions of this Agreement which are expressly or impliedly intended to survive the termination or expiry of this Agreement shall survive such termination or expiry including clauses 22 (Publicity), 26 (Confidentiality), 27 (FOIA), 32 (Termination by Corporation), 34 (Payment on Termination), 36 (Liability) and 39.15 (English Law).
- 31.5. Upon the termination or expiry of this Agreement (howsoever arising) the Hirer shall immediately deliver to the Corporation upon request any Park Property in its possession or under its control or in the possession or under the control of any of the Hirer's employees, servants, agents, suppliers, contractors, sub contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties engaged on its behalf.
- 31.6. In default of compliance with this clause, the Corporation may recover possession of the Park Property and the Hirer grants a licence to the Corporation or its appointed agents to enter (for the purposes of such recovery) any premises of the Hirer where any such items may be held.

## **32. TERMINATION BY THE CORPORATION**

32.1. The Corporation shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Hirer upon the occurrence of any of the events in this Clause 32 provided that if the breach is capable of remedy, the Hirer fails to remedy it within 48 hours of being notified of the breach. For the avoidance of doubt, the occurrence of any of the events in this clause 32 in circumstances which in the reasonable opinion of the Corporation would not allow sufficient time for remedy and would result in the cancellation or the postponement of a Stadium Event, then the Corporation shall be entitled to terminate this Agreement with immediate effect by giving written notice to the Hirer and the Hirer shall be responsible for any reasonable and proper costs, losses or liabilities suffered by or claimed against the Corporation arising from the breach in accordance with the provisions of Clause 8.2.51 of this Agreement.

32.1.1. if the Event Fee and/or the Reinstatement Bond due to the Corporation under clause 4.1 remain(s) unpaid fourteen (14) days prior to the Build Up Commencement Date;

32.1.2. the Hirer fails to make any payment(s) due in accordance with the terms of this Agreement by more than one month;

32.1.3. the Corporation has verifiable, reasonable grounds for believing that the Event(s) may, in addition to the risks the Parties understand to be inherent to an Event of this nature and which risks are being managed and mitigated by the Parties according to their respective obligations:

- (a) endanger public order or the health and safety of any person;
- (b) encourage behaviour which is obscene, immoral, likely to incite racial hatred or damage the reputation of the LLDC or LS 185;
- (c) cause material damage to property, including the Site, Park Property and other property under the control of the Corporation; or
- (d) breach the Premises Licence(s) in such a way that it is as likely to lead to a review or revocation of the Premises Licence(s); and
- (e) disrupt any of the accesses required to the Site for Stadium Operations as set out in Schedule 7 (Specific Access Conditions) or the Corporation and Corporation Parties use of other areas of the Park outside the Site.

32.1.4. the final Event Management Plan does not meet the reasonable requirements of the Corporation despite the best efforts of the Parties working together, or has not been received by the Corporation by fourteen (14) days prior to the Build Up Commencement Date.

### **33. FORCE MAJEURE AND CANCELLATION**

- 33.1. No Party shall be liable to the other Parties by reason of any failure or delay in performing its obligations under this Agreement which is due to Force Majeure, where there is no reasonably practicable means available to the Party concerned to avoid such failure or delay and where that Party has complied with the obligations of the present clause.
- 33.2. If any Party becomes aware of any circumstance of Force Majeure, which gives rise to any such failure or delay, or which appears likely to do so, that Party shall promptly give notice of such circumstance as soon as practicable after becoming aware of it and shall inform the other Parties of the period for which it estimates that the failure or delay will continue.
- 33.3. Any failure or delay by a Party in performing its obligations under this Agreement which results from any failure or delay by an employee, servant, agent, supplier, contractor, sub-contractor, consultant, sub consultant, licensee, sponsor, concessionaire or any other third party engaged by the Party shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the relevant Party by Force Majeure.
- 33.4. No Party will be liable (i) to the other Parties or their employee, servant, agent, supplier, contractor, sub contractor, consultant, sub consultant, licensee, sponsor and concessionaire or any other third party engaged by the Party for any expenses or losses directly or indirectly incurred by them in consequence of any Force Majeure Event and/or (ii) for any delay in performing its obligations nor for failure to perform its obligations under this Agreement, if and to the extent that the delay or failure is caused by a Force Majeure Event affecting its performance of the relevant obligations and all Parties shall be relieved of their obligations under this Agreement during the duration of the Force Majeure Event.
- 33.5. If the Event(s) or any event in a series of events is cancelled in whole or in part due to Force Majeure, the Parties shall use their reasonable endeavours to re-schedule the Event(s) as soon as is reasonably practicable thereafter and they shall use all reasonable endeavours to mitigate and/or eliminate the consequences of such Force Majeure Event and inform the other Parties of the steps which it is taking and proposes to take to do so.
- 33.6. If the Event(s) or any event in a series of events is cancelled in whole or in part by reason of Force Majeure and the Event(s) or parts cannot be re scheduled in accordance with clause 33.5, such part of this Agreement as directly relates to the cancelled Event(s) (or part of Event) may be terminated by any Party serving 5 business days' written notice to the other Parties.
- 33.7. In the event of cancellation of the Event(s) (in whole or in part) and/or termination of part of this Agreement as a direct result of a Force Majeure Event:
- 33.7.1. no Party shall be under any liability to the other Parties for any expenses or losses directly or indirectly incurred by them in consequence of any such cancellation and/or termination;
- 33.7.2. each Party shall bear all costs incurred by them to date;
- 33.7.3. no Parties shall have any claim against the others in relation thereto; and



33.7.4. clause 34 (Payment on Termination) shall apply.

33.8. For the avoidance of doubt, if one or more but not all Events are cancelled in whole or in part for any reason whatsoever, this Agreement shall remain in full force and effect in relation to all non cancelled Events and for the remainder of the Contract Period.

#### **34. PAYMENT ON TERMINATION**

34.1. If this Agreement is terminated in its entirety as a result of (i) any breach of this Agreement by the Hirer, (ii) an event of Force Majeure or (iii) a termination under clauses 31.1.2 and 31.1.3, the Hirer shall:

34.1.1. not be entitled to any refund of any sums paid by it to the Corporation as at the date of such termination, subject to clauses 34.2 and 34.4; and

34.1.2. pay to the Corporation the monies listed in Clause 4.1 which were due to the Corporation for the Event(s).

34.2. If this Agreement is terminated in its entirety as a result of any breach of this Agreement by the Corporation prior to the Event(s), without prejudice to any other rights or remedies available to the Hirer, the Corporation shall refund to the Hirer all or any part of the Event Fees that the Hirer has paid at the date of termination.

34.3. If the Agreement is terminated before the Build Up Commencement Date, the Corporation shall refund the Reinstatement Bond in full to the Hirer if any such monies have been paid before such termination.

34.4. If the Agreement is terminated after the Build Up Commencement Date, the Parties shall comply with the procedure detailed in Schedule 5 (Reinstatement).

34.5. The Hirer shall not be obliged to pay to the Corporation if the Event(s) are cancelled prior to occurring:

34.5.1. if any such monies have been paid before such termination, the Corporation shall refund such monies to the Hirer; and/or

34.5.2. any Revenue Share in relation to the Event(s).

34.6. For the avoidance of doubt, if the Event(s) are cancelled during their occurrence, the Hirer shall pay to the Corporation all monies due to the Corporation under clause 4.1.

34.7. All payments due to either Party under this clause 34 shall be paid in full within thirty (30) days of the Party's demand therefore.

#### **35. ASSIGNMENT AND SUB-CONTRACTING**

35.1. The Hirer shall not assign this Agreement nor share the benefit of it with a third party nor sublet in whole or part the Site provided that the Hirer shall be entitled to:

- 35.1.1. license pitches within the Site during the Event(s) for merchandise sales, bars, catering, sponsorship activation, markets and similar; and
- 35.1.2 use third party sub-contractors on the Site to provide such Services, Infrastructure and equipment as are necessary to stage the Event(s) provided that the Hirer shall remain liable for any acts or omissions of its employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub consultants, licensees, sponsors and concessionaires or any other third parties engaged on its behalf in relation to the Site and the Event(s)
- 35.2 Sub-contracting, sub consulting, sub-licensing or engaging any other third party to act on any part of the Agreement shall not relieve the Hirer of any obligation or duty attributable to the Hirer under the Agreement.
- 35.3 The Hirer shall be responsible for the acts and omissions of its employees, servants, agents, suppliers or sub contractors as though they are its own.
- 35.4 The Corporation shall be entitled to novate this Agreement to any party in order substantially to perform any of the functions that previously had been performed by the Corporation provided that any such novation shall not increase the burden of the Hirer's obligations pursuant to this Agreement.

## **36 LIABILITY**

- 36.1 The Hirer shall not exclude or limit its liability arising out of or in connection with this Agreement for:
- 36.1.1 death or personal injury caused by its negligence; or
- 36.1.2 fraudulent misrepresentation.
- 36.2 Neither party shall be liable to the other party in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect, incidental, special, exemplary or consequential loss or damage, suffered by the other party (or any employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties engaged on its behalf).
- 36.3 The maximum aggregate liability of the Corporation to the Hirer for all claims in total under or in connection with this Agreement and the Event(s) whether such liability arises in contract, tort (including negligence) or otherwise shall not exceed the amount which is paid by the Hirer to the Corporation pursuant to this Agreement.
- 36.4 The parties agree that the LLDC is solely responsible for the Corporation's responsibilities and liabilities for the LLDC Area, and that LS 185 is solely responsible for the Corporation's responsibilities and liabilities for the LS 185 Areas.

## **37 INSURANCE AND INDEMNITY**

- 37.1 The Hirer shall obtain and maintain in force during the term of this Agreement at its own cost such insurance policies as the Hirer acting reasonably considers to be appropriate and adequate having regard to its obligations and liabilities under this Agreement, and in any event must ensure as a minimum that the following policies of insurance are procured and maintained for the duration of the term of this Agreement:

- 37.1.1 public liability insurance of £10 Million for each and every claim or series of claims arising out of any one occurrence;
  - 37.1.2 product liability insurance of £10 Million for each and every claim or series of claims arising out of any one occurrence;
  - 37.1.3 content insurance covering risks of physical loss or damage to the Hirer's property;
  - 37.1.4 employer's liability insurance of five million pounds £5 Million for each and every claim or series of claims arising out of any one occurrence;
  - 37.1.5 event cancellation and abandonment insurance; and
  - 37.1.6 any other form of insurance which is required by operation of any relevant law in order to stage the Event(s).
- 37.2 The insurances subscribed by the Hirer shall include a waiver by the insurance company from pursuing any claim against the Corporation in relation to any insurance claim by the Hirer resulting from the performance of the Agreement.
- 37.3 The Hirer shall promptly inform the Corporation of its insurance arrangements when they are in place and consider representations from the Corporation to amend such cover if it is demonstrably below that which would reasonably be expected to be in place for the Event(s) or the Agreement.
- 37.4 The Hirer shall produce to the Corporation, on request, summaries of all insurance policies referred to in clause 37.1.
- 37.5 The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under the Agreement. It shall be the responsibility of the Hirer to determine the amount of insurance cover that will be adequate to enable the Hirer to satisfy any liability hereunder.
- 37.6 Without prejudice to any other indemnity included in this Agreement and any other rights and remedies which the Corporation may have under this Agreement, the Hirer undertakes and agrees that it will indemnify and hold the Corporation and its officers, employees and agents harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising directly or indirectly from a breach of:
- 37.6.1 the Hirer's representations, warranties or undertakings contained herein;
  - 37.6.2 any relevant law or Relevant Consents;
  - 37.6.3 any third party claims or complaints arising from or in connection with any performance of any of the Hirer's obligations contained herein or the staging of the Events generally; or
  - 37.6.4 its obligations under this Agreement by the Hirer, including any obligations in respect of the acts or omissions of the Hirer's employees, servants, agents, suppliers, contractors, sub-contractors, consultants, sub-consultants, licensees, sponsors and concessionaires or any other third parties engaged on its behalf.

## **38 DISPUTE RESOLUTION**

- 38.1 If any dispute arises in connection with this Agreement, directors or other senior representatives of the Parties with authority to settle the dispute will, within seven (7) working days of a written

request from one to the other, meet in good faith to attempt to resolve the dispute.

- 38.2 Should the Parties not be able to resolve the dispute within the timeframes specified in clause 38.1 or such other period as may have been agreed pursuant to clause 38.5, then all Parties shall refer the matter to their respective senior management representatives.
- 38.2 If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation, provided that within seven (7) working days of the meeting referred to in clause 38.1 above they have all agreed in writing to do so.
- 38.3 Within fourteen (14) working days of such agreement in writing, the Parties will exchange proposals for the appointment of a mediator. In default of agreement within a further five (5) working days, the matter may be referred by any Party to the Centre for Effective Dispute Resolution for the nomination of a mediator, at which point the CEDR Model Mediator Procedure will apply.
- 38.4 All Parties shall act reasonably in relation to any disputes under this Agreement and shall use their reasonable endeavours to settle such disputes in accordance with clause 38.1 above rather than commencing court proceedings if reasonable to do so in the circumstances.
- 38.5 Any of the periods set out in this clause 38 may be extended by the mutual agreement of the Parties in writing.
- 38.6 Nothing in this clause 38 shall prevent any Party commencing or continuing court proceedings.

## **39 GENERAL**

- 39.1 This Agreement (together with the Schedules which are hereby incorporated into this Agreement) constitute the entire agreement and understanding between the Parties in respect of all matters which are referred to herein and supersedes any previous arrangement, agreement or understanding (whether oral or written) between them relating to such matters. The Parties confirm that they have not entered into this Agreement on the basis of any representations, warranty or undertaking that are not expressly incorporated in this Agreement. However, nothing in this Agreement purports to exclude liability for fraud or fraudulent misrepresentation.
- 39.2 No variation of this Agreement or any agreement or document entered into pursuant to this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 39.3 Nothing in this Agreement and no action taken by the Parties pursuant to it, shall constitute, or be deemed to constitute, a partnership, contract of employment, joint venture, or the relationship of principal and agent between the Parties. No Party has any authority or power to bind, contract in the name of, or to create a liability against the other Parties in any way or for any purpose, unless specifically stated in this Agreement.
- 39.4 No delay, indulgence or omission in exercising any right, power or remedy provided by this Agreement or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy and shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

- 39.5 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
- 39.6 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.
- 39.7 No single or partial exercise or non-exercise of any right, power or remedy provided by this Agreement or by law shall preclude any other or further exercise of such right, power or remedy or of any other right, power or remedy.
- 39.8 A waiver of any right or remedy arising from a breach of Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement and no waiver shall be deemed to be effective unless it is expressly stated to be a waiver and communicated by notice to the other Parties in writing.
- 39.9 The rights, powers and remedies provided by this Agreement are cumulative and are not exclusive of any rights, powers and remedies provided by law. They may be exercised by any Party concurrently or separately and the exercise of one remedy shall not be deemed to be an election of such remedy to the exclusion of other remedies.
- 39.10 Each of the Parties shall pay all costs and expenses incurred by it in relation to the negotiation, preparation and completion of this Agreement. The invalidity or partial invalidity of any provision of this Agreement shall not prejudice or affect the remainder of this Agreement which shall continue in full force and effect.
- 39.11 Each Party shall from time to time (both during the term of this Agreement and after) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 39.12 Any notices to be served on any of the Parties by another Party shall be in writing and sent by special delivery or by hand to the address of the other Party as set out at the beginning of this Agreement or such other address as is notified in writing by that Party from time to time and such notice shall be deemed given on the date on which it is delivered to the other Party.
- 39.13 This Agreement may be executed in any number of documents or counterparts each in the like form, all of which when taken together shall constitute one and the same document.
- 39.14 Any person who is not a Party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
- 39.15 This Agreement shall be governed by and construed in accordance with English law. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts.

**IN WITNESS** of which the Parties have signed this Agreement on the date set out above.

**SIGNED** by a duly authorised signatory for and on

\_\_\_\_\_ **LIMITED**

.....

D van Otterdijk

Name

Head of Brand production RBS

Title

7/12/2016

Date:

SIGNED by a duly authorised signatory for and on behalf of the LONDON LEGACY DEVELOPMENT CORP

Signature

DAVID GOLDSBORO

Name

Chief Executive

Title

08/12/2016

Date

Signature

IAN BRACKEN

Name

MD of R+CP

Title

8/12/16

Date:

SIGNED by a duly authorised signatory for and on behalf of LS 185



..... LINDA LENNON CBE  
Name

Title CEO

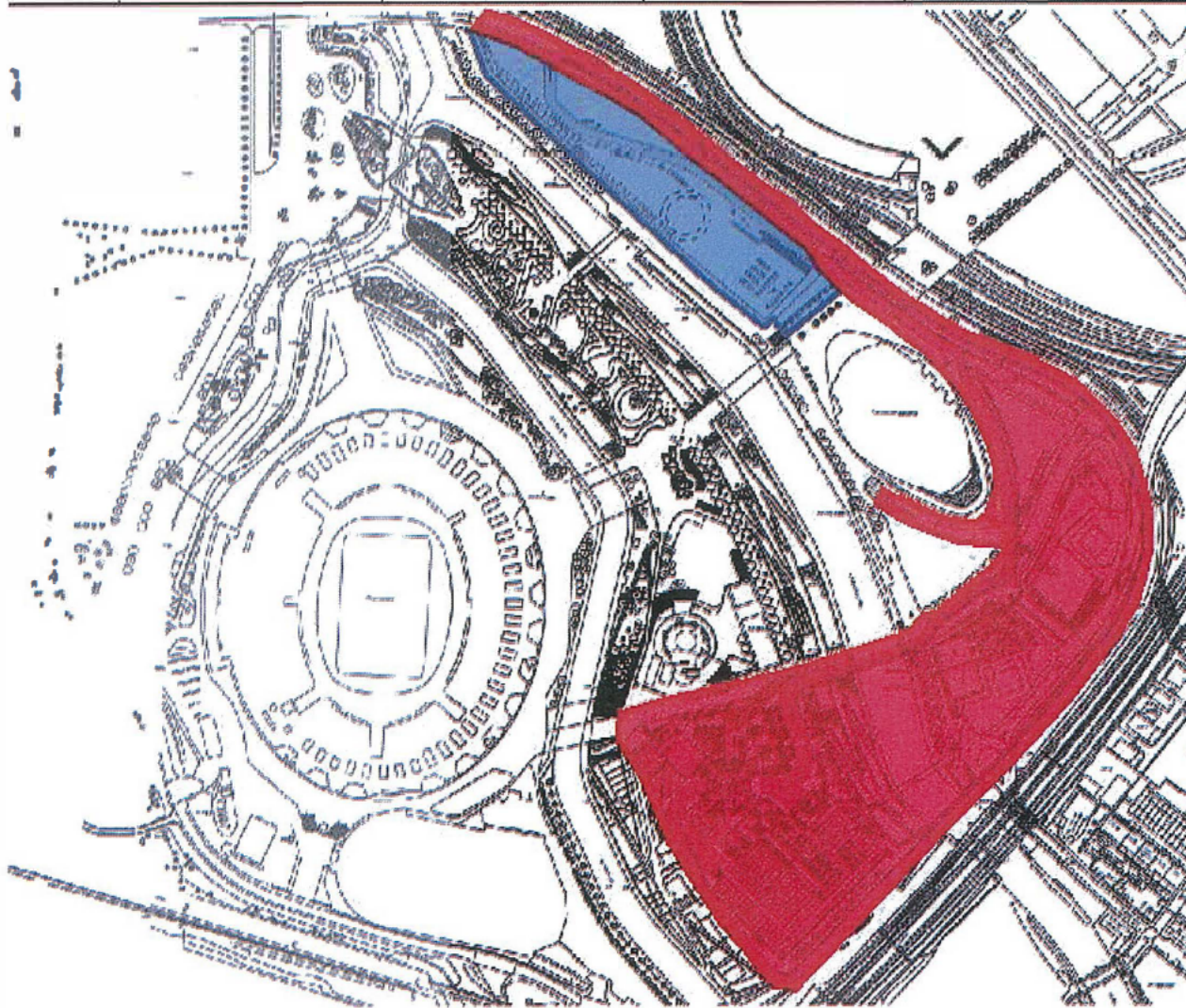
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Date:

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Signature

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Name

Title

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Date:



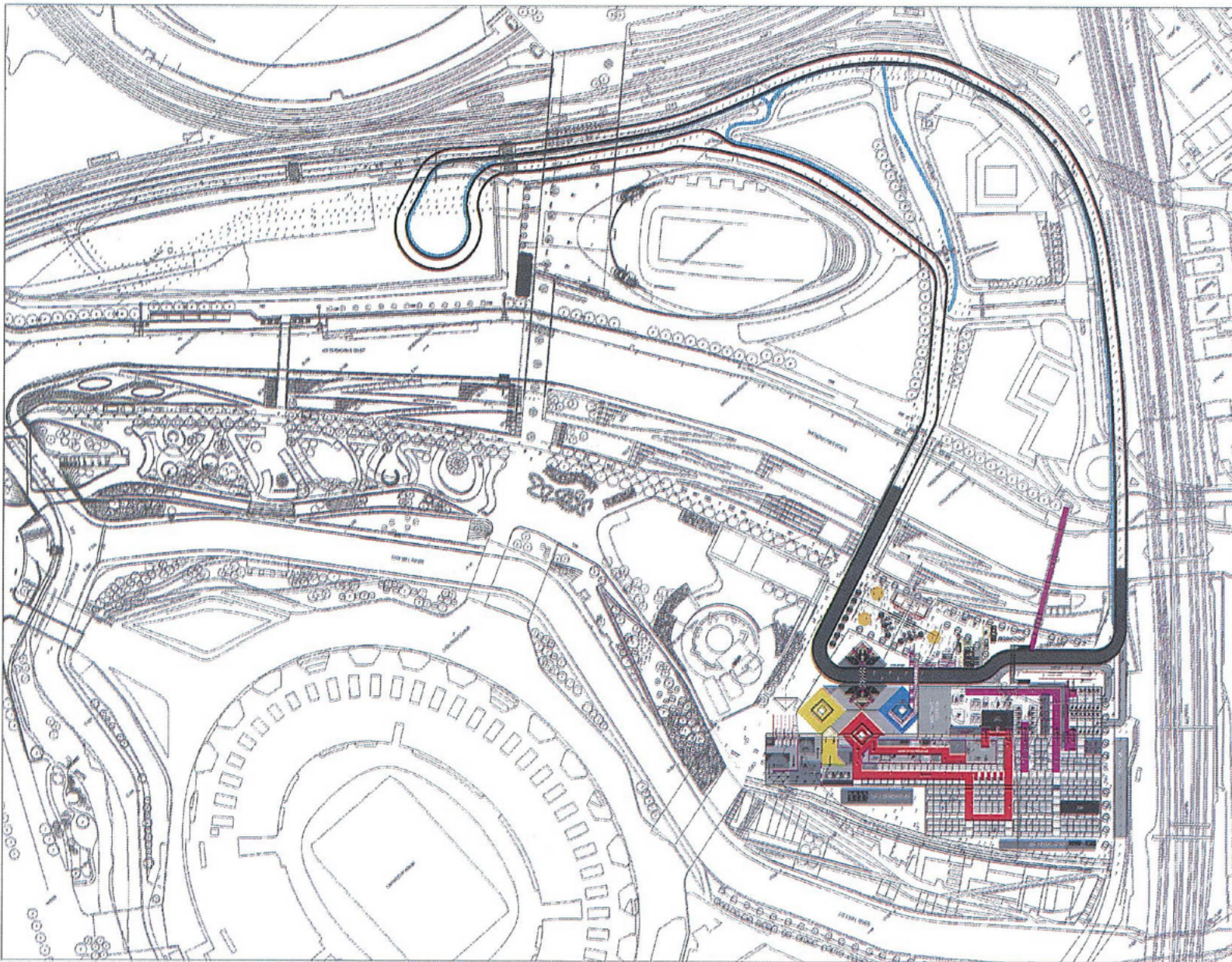
■ LLDC areas

■ LS185 areas

**SCHEDULE 1 – SITE PLAN**

This Schedule 1 details the LLDC areas and LS185 areas and the site plans as at 5 December 2016. The site plans may then be amended prior to the Hire Period, as agreed between Corporation and Hirer.





**Key Plan**  
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No.	Date	Description	Sheet
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**FOR INFORMATION ONLY**  
**MTF17\_LDN\_1000\_A2**

Client: SMELL  
 Project: MAKE THE FUTURE

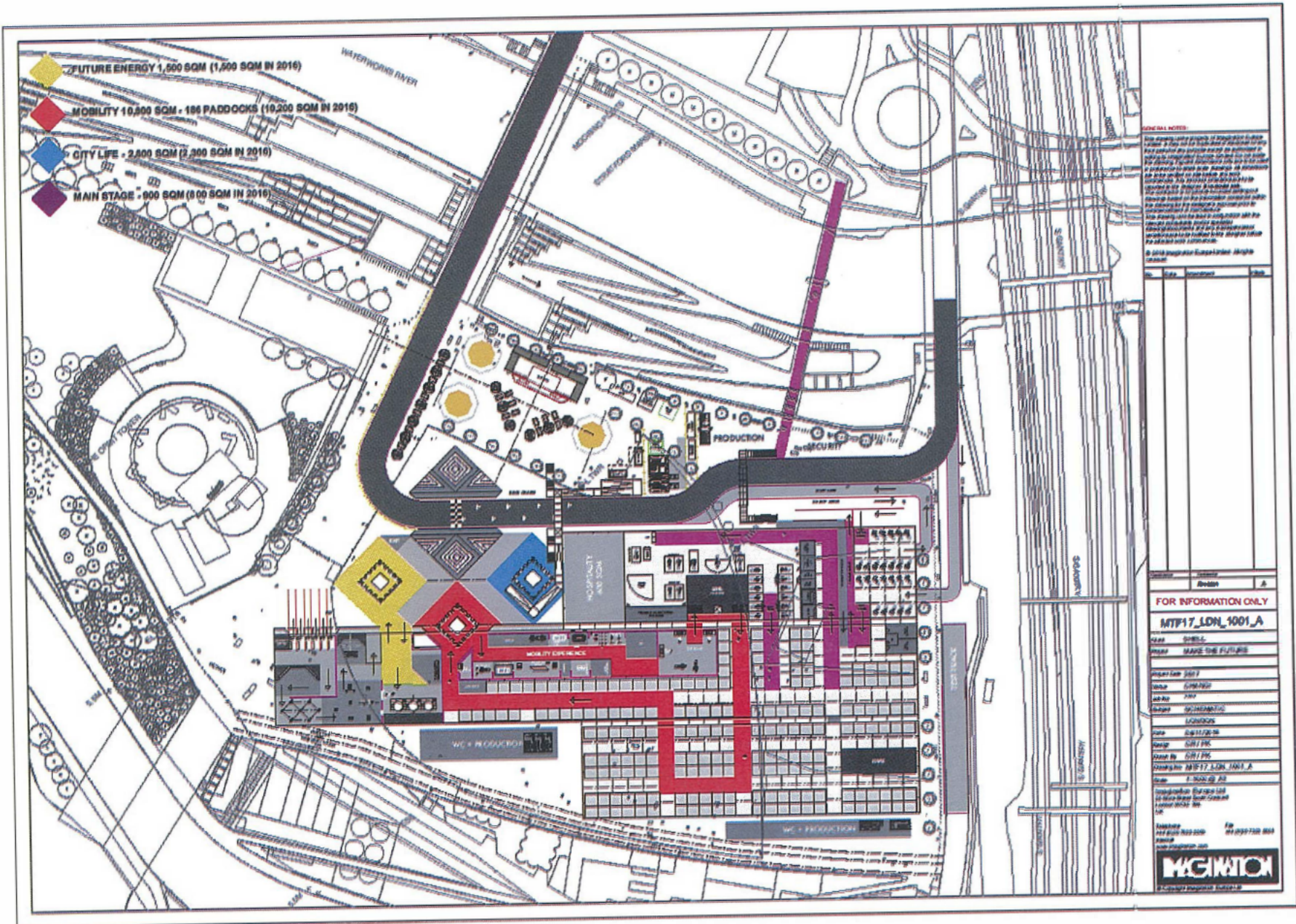
Project Date: 2017  
 Venue: OLYMPIC PARK LONDON  
 Job No: 1117  
 Role: SCHEMATIC GA

Date: 12/10/15  
 Design: CR  
 Drawn by: CR  
 Drawing No: MTF17\_LDN\_1000\_A2  
 Scale: 1:750 @ A0

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## **SCHEDULE 2 - THE EVENT(S) SCHEDULE**

This Schedule 2 details the event(s) schedule as at 5 December 2016 and may be amended prior to the Hire Period, as agreed between Corporation and Hirer.

### **Name and description of Event(s)**

Make the Future is a public festival of bright energy ideas and innovations. Shell Eco-marathon Europe will feature at Make the Future. It is a competition that challenges students around the world to design, build, test and drive the most energy-efficient car. Around 200 teams and 2000 students from across Europe will gather and compete during 4 days of event in the Queen Elizabeth Olympic Park.

The Event will take place on Stratford Waterfront, South Park Lawn, Southern Loop Road and Carpenters Road.

### **Event Date(s)**

25 to 28 May 2017 inclusive

### **Event Start Time(s)**

Operating Times to be finalised and agreed by the parties in discussion through the LOSPG process, with the licence running no later than 23:00. For the avoidance of doubt, the late night opening times as per the current license would not be available.

### **Event End Time(s)**

Operating Times to be finalised and agreed by the parties in discussion through the LOSPG process.

### **Build Up Commencement Date(s)**

28 April 2017

### **Take Down Completion Date(s)**

11 June 2017

## SCHEDULE 3 – PREMISES LICENCE(S)

### South Events Lawn Premises Licence



South Events Lawn  
Premises Licence.pdf

### Stratford Lawn Premises Licence



Stratford Waterfront  
Premises Licence.pdf

## SCHEDULE 4 – BRAND GUIDELINES



QEOP Logo  
Guidelines.pdf

## SCHEDULE 5-HAND-OVER, REINSTATEMENT AND REINSTATEMENT BOND

1. The Hirer and the Corporation shall attend the Site on the Build Up Commencement Date or as soon as is reasonably practicable thereafter to agree to a description of the condition of the Site immediately prior to the commencement of the Build Up ("First Inspection"). The agreed condition of the Site at this time will be recorded in writing by the Corporation together with supporting photographic evidence of any defects.
2. Immediately after completion of Take Down on the Take Down Completion Date or as soon as is reasonably practicable thereafter, the Hirer and the Corporation shall again attend the Site for the purpose of agreeing its condition ("Final Inspection"). The agreed condition of the Site at this time will be recorded in writing by the Corporation together with supporting photographic evidence.
3. For the purposes of determining any Reinstatement Costs payable by the Hirer in accordance with the Agreement, determination of the difference (if any) between the condition of the Site upon completion of Take Down and the condition of the Site prior to commencement of the Build Up will be based on the following premise: that during the Final Inspection the Site should be in materially the same condition that it was in (and no worse or better) than during the First Inspection.
4. The Corporation will provide a reinstatement budget to the Hirer no later than six weeks following the Take Down Completion Date. The reinstatement budget will detail all costs relating to Fair Wear and Tear suffered at the Site during the Hire Period ("Fair Wear and Tear Costs") and all costs relating to Material Damage suffered on the Site and on the Access and Egress Routes during the Hire Period ("Material Damage Costs"), together the "Reinstatement Costs".
5. The Corporation will notify the Hirer of all Material Damage caused to the Site during the Hire Period and all incidents relating to such Material Damage as soon as is reasonably possible.
6. The Hirer's liability in relation to Fair Wear and Tear Costs will be limited to a sum equal to the Reinstatement Bond.
7. The Corporation will provide objectively reasonable evidence in relation to each cost detailed in the reinstatement budgets detailed above and the reason for each such charge.
8. In the event of any dispute being raised by the Hirer in respect of the reinstatement budget, it must notify the Corporation within 7 days of receipt of the reinstatement budget. The Parties may then (at the Hirer's cost) appoint an independent expert to review the planned works and charges specified in the reinstatement budget.
9. Where the Parties are unable to agree on the identity of the independent expert, the Parties shall request the President of the Law Society to appoint such independent expert on their behalf.
10. The independent expert shall be required to provide a report on the veracity of the reinstatement budget within 14 days of his or her appointment and to conclude whether such costs are reasonable or not. Provided that the appointment and reporting time of the independent expert will not unreasonably delay the implementation of the reinstatement works, the Corporation agrees that it shall not commence the planned reinstatement works

identified in the reinstatement budget until the report of the independent expert has been made. The Parties agree that they shall abide by any findings of the independent expert in increasing or decreasing the costs detailed in the reinstatement budget.

11. The Corporation shall following the earlier of the Hirer's written consent to the Reinstatement Costs or the expert's decision detailed in clause 10 above, first use the Reinstatement Bond to pay for the Fair Wear and Tear Costs (including VAT if applicable). The Corporation shall then use the remainder of the Reinstatement Bond to pay for the Material Damage Costs (including VAT if applicable).
12. In the event that the Reinstatement Bond is greater than the Reinstatement Costs, the Corporation undertakes to return any excess amount to the Hirer within thirty (30) days.
13. In the event that the Fair Wear and Tear Costs are greater than the Reinstatement Bond, the Hirer will be under no obligation to pay any additional amounts in relation thereto.
14. In the event that the balance of the Reinstatement Bond, after deducting the Fair Wear and Tear Costs, is insufficient to pay the Material Damage Costs, the Corporation may submit an invoice (including VAT if applicable) to the Hirer in relation to the balance of the Material Damage Costs over and above the remainder of the Reinstatement Bond. The Hirer will pay the invoice within thirty (30) days of its receipt of such invoice.

**SCHEDULE 6 -THE PARK LOGO**





## SCHEDULE 7 –SPECIFIC ACCESS CONDITIONS

**1. Dates: Overall 44 days in 2017**

Friday 28 April 2017	Commence Build in indicated sites
Monday 22 May	Students Arrive
Tuesday 23 May	SEM Practice Runs – track live
Wednesday 24 May	Rehearsal Day
Thursday 25 May	Live Day 1
Friday 26 May	Live Day 2
Saturday 27 May	Live Day 3
Sunday 28 May	Live Day 4

**2. Areas:**

	From	To	Considerations
South Park Lawn	29 April 2017 (Mark out from 28 April)	11 June 2017	Route from Southern Lawn (City Mill River bridge) to Marshgate Lane closed from 0800hrs to 1800hrs each day due to school build. School build contractors will ensure that there is unrestricted access for Shell site vehicles through Marshgate Lane between 1800hrs and 0800hrs on weekdays, and all day on weekends and bank holidays. Vehicle access will be further restricted for Stadium concert/match days on this section of Southern Loop Road, H05/Thornton Bridge and Thornton Street.
Stratford Waterfront	28 April 2017	9 June 2017	As per 2016 No considerations from an access perspective
Aquatics Centre Coach lane	19 May 2017	31 May 2017	
Aquatics A & B	29 April 2017	9 June 2017	As per 2016 No considerations from an access perspective
London Aquatics Car	22 May 2017	31 May 2017	15 blue badge parking

	From	To	Considerations
Park			bays to closed on 20 <sup>th</sup> May and moved to Stratford Waterfront as in 2016 if proposed resurfacing works between Pool Street and Aquatics car park are not approved
Sweetwater Compound	n/a – under construction	n/a – under construction	
Southern Loop Road, non-exclusive use of	1 May 2017	17 May 2017 (or earlier subject to confirmation of West Ham United last home Premier League fixture).	Will need to share access with the school build vehicles, access will be fully restricted during 2 football match days in May 2017 (dates to be confirmed).
Southern Loop Road, exclusive use of	17 May 2017 (or earlier subject to confirmation of West Ham United last home Premier League fixture).	29 May 2017	Based on 2016 build, assuming an exclusive use of the section of the Loop Road between the bridge over City Mills River and the junction with Carpenters Road for this duration.
Southern Loop Road, non exclusive use of	30 May 2017	11 June 2017	Will need to share access with Stadium vehicles for concert preparation between 30 <sup>th</sup> May & 2 <sup>nd</sup> June 2017, between the 10 <sup>th</sup> and 11 <sup>th</sup> June 2017 (and provisionally between the 4 <sup>th</sup> and the 9 <sup>th</sup> June 2017, to be confirmed) for the section of the Loop Road between the bridge over City Mills River and the junction with Carpenters Road. Access fully restricted on the Loop Road 3 <sup>rd</sup> June (Depeche Mode concert) and for a maximum of 1 day between the 7 <sup>th</sup> - 9 <sup>th</sup> of June 2017 (concert dates to be confirmed)
Carpenter's Road	22 May 2017	29 May 2017	Track solution must not remove the pedestrian crossing or require additional road closures. LLDC to consider proposals based on

	From	To	Considerations
			single lane closure or an option of an overnight closure (post and pre – 339).
Pool Street	22 May 2017	28 May 2017	If permanent resurfacing works on Thornton Street and temporary resurfacing at the Aquatics car park back entrance are not possible, a single lane closure will be required.  If access is required prior to 17th May it must maintain 17m width for egress routes for Stadium events.
H05/Thornton Bridge	17 May 2017 (or earlier subject to confirmation of West Ham United last home Premier League fixture).	31 May 2017	As Thornton Bridge and Thornton Street are used for Stadium access/egress they must be clear on all football match days. Last football match not yet confirmed could be as late as 16 May. Football dates are subject to change.
Thornton Street	17 May (or earlier subject to confirmation of West Ham United last home Premier League fixture).	31 May	As above
HVM	28 April 2017	11 June 2017	Any works in regards to HVM must fulfil the requirements for Stadium access and egress routes.

### 3. Access/Egress/Considerations

#### 1) Stadium Events

##### a. Football Matches

- i. West Ham United last Premier League fixtures are provisionally penciled on:
  1. 7 May 2017 –Premier League - West Ham United vs Tottenham Hotspur F.C.;
  2. 13 May 2017 – Premier League – West Ham United vs Liverpool F.C.
- ii. Both fixtures are subject to change. Final dates and times shall be confirmed by the end of March 2017;
- iii. A 17-meter wide clear pedestrian access will be required on match days from Bridge 5 (Stadium Island) through Thornton Bridge (H05) to Pool Street for spectator ingress & egress;
- iv. A clear vehicle access will be required on the entire Loop Road on match days;
- v. LS185 will manage the following for any match days:

1. the road closures/traffic marshals required for Stadium access in accordance with the plan referenced "Football Road Closure Plan" in Schedule 16;
  2. the spectator egress/ingress flows from/to the Stadium in accordance with plan referenced "Spectator Ingress Routes (football)' & "Spectator Egress Routes (football)' in Schedule 16;
  3. The staff RV Points (on Loop Road adjacent to South Park Lawn) which will need to be maintained on match days in case of an emergency; exact locations to be confirmed when Shell layouts are agreed to ensure they do not impact build.
- vi. Shell acknowledges and agrees that there will be 'Category C' Premier League fixtures staged at the Stadium during their tenancy as per the schedule above. Category C games are the high risk fixtures which require specific method of management with regards to the crowd profiles and the potential risks of crimes and public disorder.
  - vii. Shell shall procure that the access to the areas which remain under its control are kept safe and secured at all time and shall ensure that there is no vehicle circulation from/to its site for all match days; Shell are not responsible for traffic marshal, crowd management, and temporary signage during concerts and football events.
  - viii. Shell shall abide any instruction from the Police, the Local Authority and the Stadium Safety Officer with regards to the safety/security of their site during any match day and shall attend regular meetings with the Stadium Safety Officer to discuss any specific arrangements that will be required for football.
- b. Concert Build/Break Movements
- i. It is a core part of the agreement that LS185 must have a vehicle (heavy trucks) access from the Stadium Gate 2 through the Shell part of the Southern Loop Road down to Carpenters Road between 30 May and 2 June 2017.
- c. Stadium Concerts Dates
- i. The first Stadium concert is scheduled for 3 June 2017 (Depeche Mode). It is likely there will be a second concert during the Shell tenancy between the 7 and 11 June 2017. LS185 shall advise on dates and any access required for build/break.
  - ii. A 17-meter wide clear pedestrian access will be required on Concert days from Bridge 5 (Stadium Island) through Thornton Bridge (H05) to Pool Street (both sides) for spectator ingress & egress;
  - iii. A clear vehicle access will be required on the entire Loop Road on Concert days; 3 June 2017 and maximum of 1 full day between 7 and 9 June 2017.
  - iv. LS185 will manage the following on concert days:
    1. The road closures/traffic marshals required for vehicle access to the Stadium;
    2. the spectator egress/ingress flows from/to the Stadium in accordance with plan referenced Spectator Egress Routes Concert in Schedule 16.
    3. The staff RV Points (on Loop Road adjacent to South Park Lawn) which will need to be maintained on concert days in case of an emergency;
  - v. Shell shall procure that the areas which remain under its control are kept safe and secured at all time and shall ensure that there is no vehicle circulation from/to its site for all agreed concert days;
- 2) Access required for Park Developments
- a. Building of the Bobby Moore Academy Secondary Site which will restrict the through flow from Southern Loop Road westwards to Marshgate Lane from 0800hrs to 1800hrs per day. School build contractors will ensure that there is unrestricted access for Shell site vehicles through Marshgate Lane between 1800hrs and 0800hrs on weekdays, and all day on weekends and bank holidays
- 3) Mass Participation Event: Run Hackney is a half marathon that closes roads across Hackney Wick and up to Hackney Marshes so is a significant local event. This event is already booked for Sunday 30 April; the routes are yet to be defined but vehicle restrictions should be expected and planned for. The 2016 route is outlined

below and did not come into the South Park significantly, however because of the construction works in 2017 it is anticipated that the route will use the whole of Carpenter's Road and the Loop Road.

- a. 2016 QEOP route: Southern Loop Road, Mandeville Place, Westfield Ave, Olympic Park Ave, F02 Bridge, Middlesex Way, Waterden Road and North West Road (Lesney Avenue).
- b. 2016 Road closure times: 0700hrs to 1400hrs
- c. LLDC to work with Shell and Run Hackney organisers to work together on a route that works for all parties.

#### 4) Other Park Events

- a. 1 May 2017 Small run associated to the Bobby Moore Charity, which is due to start on the South Park Lawn. LLDC Events will look for an alternative start location, but the running route might impact on pedestrian routes. Confirmed that it will not affect access to South Park Lawn for the build.
- b. 27 May 2017 Carpenter's Lock re-opening festival with boats on waterways and a very small free open festival at Carpenter's Lock. This has been in the calendar for over a year and the only day this event can take place on. It is small scale and I think will be a positive addition to park activity on that day.

#### 5) Temporary Handover process:

- a. For all Stadium Events the areas coloured red and blue in the plans referenced as "Concert Ingress-Egress Routes" and "Football Ingress-Egress Routes" in Schedule 17 and which are part of the Site shall be handed over by the Hirer to LS 185 prior to each Stadium Events and shall be handed back to the Hirer after each Stadium Event as defined hereafter.
- b. For all Mass Participation Events and Park Events the areas to be handed over shall be defined by Shell and LLDC no later than 28 days prior to each relevant event.
- c. A pre-handover site walk of all areas to be handed over by Shell to the Corporation shall take place 24 hours before each Stadium Event, Mass Participation Event and Park Event where relevant, to agree the required condition of these areas.
- d. A handover meeting shall take place no later than 1700hrs on the day prior to each Stadium Event, Mass Participation Event and Park Event where relevant, at which all parties will sign a Handover Certificate agreeing that the areas are in the required condition.
- e. Prior to a Handover Certificate being signed Shell will be responsible for all safety, security, medical, cleansing, waste management of the areas.
- f. A handback meeting shall take place no later than 0800hrs on the day after each Stadium Event, Mass Participation Event and Park Event where relevant, at which all parties will sign a Handback Certificate agreeing that the areas are in the required condition.

**SCHEDULE 8 -THE PROPOSAL**

**NOT USED**

**SCHEDULE 9 -  
QUEEN ELIZABETH OLYMPIC PARK - EVENT MANAGEMENT PLAN REQUIREMENTS**

<b>Item</b>	<b>Contents</b>
Event details	Dates, timings, event type, capacity, details of artists / activities/ entertainment, capacity, audience profile.
Venue details	Layout, facilities and plans.
Build/Overlay	Details of all temporary overlay and temporary demountable structures including testing and inspections including an outline production schedule.
Technical	Temporary power supplies, lighting, cable routes, cable containment, PA system, standby supplies and any special effects (pyrotechnics, lasers, strobes etc). Include testing and inspections.
Management Arrangements	Organisational structure for event.
Communications	Command and control - venue and Park.
Grounds/Environment	Details of grounds and environmental protection including any necessary protection of surfaces etc.
Crowd Management	Details of crowd management arrangements for the event, including access, egress and emergency egress.
Stewarding	Detailed stewarding arrangement including a dot plan and deployment instructions for normal and evacuation duties.
Travel & Transport	Arrangements for travel and transport including transport capacity calculations and assessment of finishing times.
Ticketing	Method of sales, access control arrangements to ensure access for authorised persons only and the capacity is not exceeded, monitoring and recording capacity, detection of stolen or forged tickets, communication with spectators, arrangements for cancelled events etc.
Conditions of entry	Generic rules relating to entrance to the event.
Event Accreditation	Access devices for different groups (spectators, staff, VIPs etc), arrangements for different phases (if appropriate).
Access Plan	Accessibility and mobility arrangements.
Traffic Management	Vehicle access, parking and road closures.
Security	Provision of guards, security equipment if applicable.
Fire Plan	Details of fire equipment and arrangements for dealing with fire related incidents.
Fire Risk Assessment	Of event site, detailing provision of personnel/equipment.
Medical & Welfare Provision	Number of first aiders and medical facilities. Include arrangements for rig / de-rig. Details of welfare provision for the event.
Evacuation Plan	Procedure for evacuation of event site.
Alcohol	Alcohol management plan aligning to the licensing objectives.

Catering	Details of catering provider, name of DPS, number of personal licence holders, briefing of staff on licence conditions, implementation of Alcohol Sales Procedure, housekeeping in emergency egress routes, arrangements to ensure implementation of Challenge 25, robust operating procedure for hawkers, process for recording refusals and ensuring the sellers are over 18.
Cleaning	Staffing plan and waste management arrangements. To include response to spills and housekeeping of emergency egress routes.
Risk Assessments and Method Statements	For all activities within event site including rig, de-rig and event
Noise Management Plan	Detail areas of potential nuisance and identify possible mitigating actions in order to comply with the licence conditions relating to noise. Procedure for noise assessments.
Contractor List	Details of any contractors / subcontractors and the scope of their services
Venue Contacts List	Key personnel



**SCHEDULE 10**  
**Park Policies**

**NOT USED**

**SCHEDULE 11**  
**LLDC Policies**

**LLDC TICKETING POLICY**

**Not used**

**LLDC SUSTAINABILITY GUIDE**



140109 Events  
Simple Guide - Sustain

**LLDC FOOD PLEDGE**



LLDC Food Pledges  
2012.pdf

**LLDC ACCESS AND INCLUSION GUIDANCE**



131217 Events  
Simple Guide - Access

**SCHEDULE 12**  
**LS185 Policies**

**NOT USED**

## SCHEDULE 13 Park Bye Laws

<http://queenelizabetholympicpark.co.uk/park-bylaws>

### **PARK BYELAWS**

Our Byelaws and Dog Control Orders have been developed with the local authorities who border the Park and the Lee Valley Regional Park Authority.

You can read our byelaws in full by visiting the London Borough of Hackney's copy at <http://www.hackney.gov.uk/parks.htm>

### **Picnicking at Queen Elizabeth Olympic Park**

Visitors to the Park are very welcome to picnic in many of the area's wonderful green spaces. The Park and its venues are often very busy during the summer months with a huge programme of events and activities, so it's always good to check this page and our [events listing](#) for details of what's happening when and where and for details of closures of outdoor spaces, paths, roads or venues.

For groups of more than 30 people, you will need to contact our Events team to discuss locations and terms and conditions.

### **General guidance on picnicking in the Park**

Queen Elizabeth Olympic Park is a wonderful space to enjoy with friends and family. You are very welcome to picnic here, and we aim to ensure that all our visitors enjoy their time at the Park.

The Park and venues are often very busy during the summer months, with a huge programme of events and activities, as well as people enjoying the playgrounds and Parkland, so it's always good to check our website for details of what's happening when and where, and for details of closures of outdoor spaces, paths, roads or venues.

The best areas for picnics are the north areas of the Park and the South Park Lawn. We do encourage people with picnics of 10 or more to go to these areas as there is more space. In order that all our visitors can enjoy the Fountains, the South Park Plaza and the Beach, we encourage you to picnic away from these areas.

If you want to hold a bigger picnic of more than 30 people, reserve a separate area, put up structures, host a small event, or would like to book an area of the Park, you must contact the Events team to discuss locations, terms and conditions: [events@londonlegacy.co.uk](mailto:events@londonlegacy.co.uk). For any activity which would restrict access to other Park users, you must gain permission from the Events team first.

You can find more information about staging an event of any size at the Park here: <http://queenelizabetholympicPark.co.uk/work-with-us/stage-an-event>

Please also see the guidance notes below that apply to organised events as well as general picnickers.

### **For general picnicking – here are our guidance notes.**

These guidelines also reflect our bylaws which can be found here.

The Park is a very beautiful place with a rich variety of plants and wildlife. We aim to keep the Park so it is enjoyed by everyone; here are some simple guidelines:

- Please take your litter home with you or use the bins provided.
  - No gazebos, tents, large parasols or umbrellas or any other structures. You are not allowed to stake equipment into the Park without a permit.
  - If hosting a charity picnic, you will need permission. You will not be allowed to collect or solicit for money or display branding or banners without formal approval.
  - Likewise no corporate or commercial advertising, banners or flyering is permitted. If this is a staff picnic you are not allowed to display any corporate banners.
  - No cooking, barbeques or fires on Queen Elizabeth Olympic Park.
  - Responsible drinking you may bring alcoholic drinks to the Park, but they should only be for you or your guests. You may not sell alcohol on the Park and we do not tolerate alcohol related anti-social behavior.
  - Please use plastic. Broken glass is a hazard to public and wildlife alike.
- 
- Smoking – We don't restrict smoking on the Park, but please be mindful of others enjoyment of the open spaces and take your rubbish with you
  - Playing ball games – please read byelaws and play sports activities in the more open spaces. Please also check out our website for the variety of sporting activity you can engage with as part of the Active People Active Park programme.
  - Playing music – please be considerate of other Park users.
  - Balloons - If you are bringing balloons into the Park, please do not release them as they are a hazard to wildlife. Mass balloon releases are not permitted in the Park.

**SCHEDULE 14**  
**Direct Competitors of Hirer**

In accordance with Clause 8.2.29 the Corporation shall remove or cover any existing branding of Hirer's direct competitors; namely BG, BP, Exxon Mobil, Chevron and Total.

**SCHEDULE 15**  
**Code of Practice on Litter and Refuse**

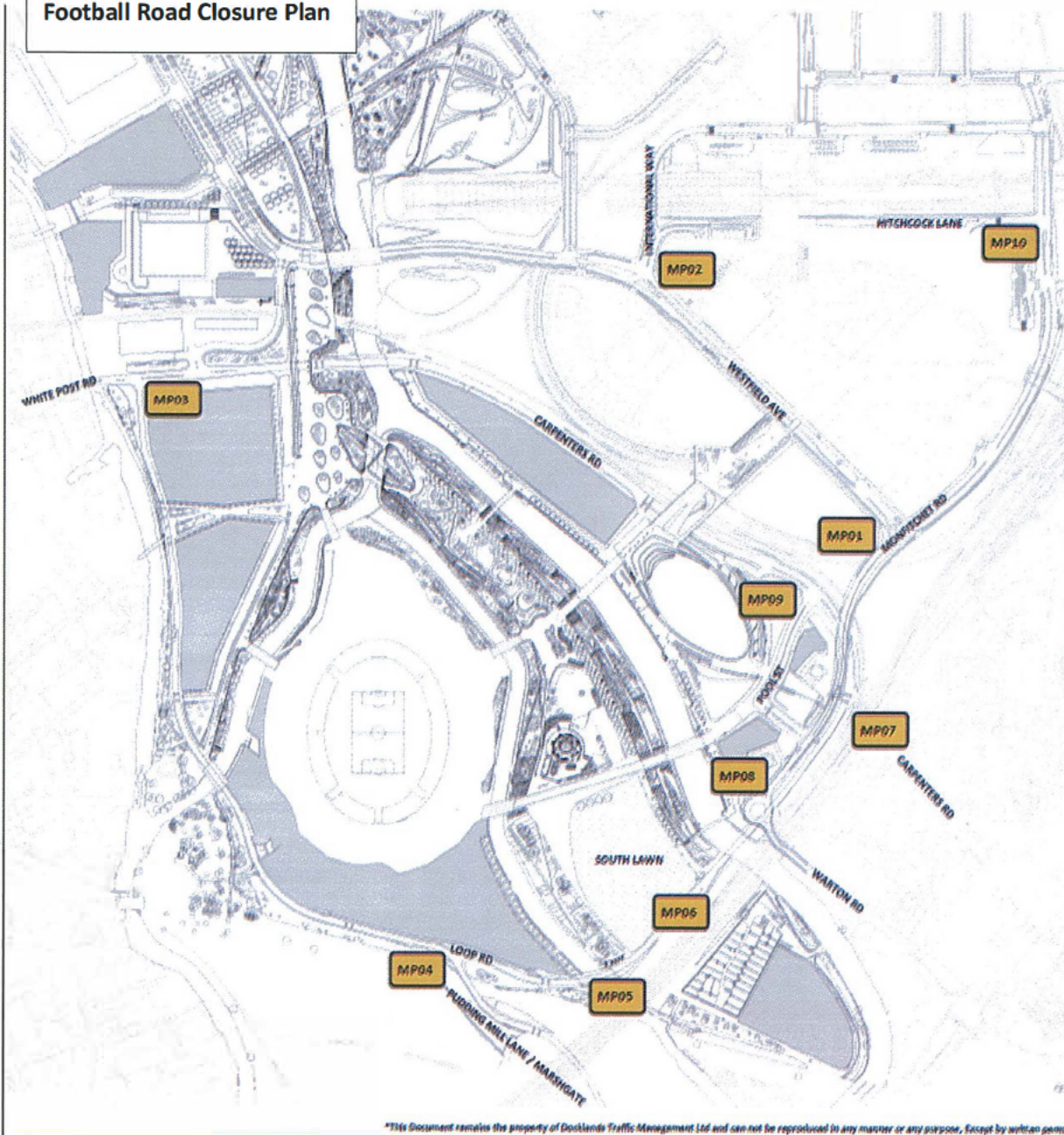


Code of Practice on  
Litter and Refuse.pdf

**SCHEDULE 16**  
**STADIUM EVENTS ACCESS PLANS**



# Football Road Closure Plan



MARSHAL POINT	TRAFFIC POINT	LOCATION	REQUIREMENT
MP01	TP01	WESTFIELD AVE / MONTFITCHET RD	1:00 TM
MP02	TP02	WESTFIELD AVE / INTERNATIONAL WAY	1:00 GSAS 1:00 TM
MP03	TP03/A	WHITE POST / LOOP RD	1:00 GSAS 1:00 TM
MP04	TP03/B	LOOP RD / MARSHGATE	2:00 TM
MP05		LOOP RD / BY THE RAMP	1:00 TM
MP06		SOUTH LAWN (COACH PARKING)	2:00 TM
MP07	TP03/C	LOOP RD / CARPENTERS RD	1:00 TM
MP08	TP06	MONTFITCHET RD / WARTON RD	2:00 TM
MP09	TP05	POLE	1:00 TM
MP10	TP04	MONTFITCHET RD / HITCHCOCK LANE	1:00 GSAS 1:00 TM
			1:00 SUPERVISOR

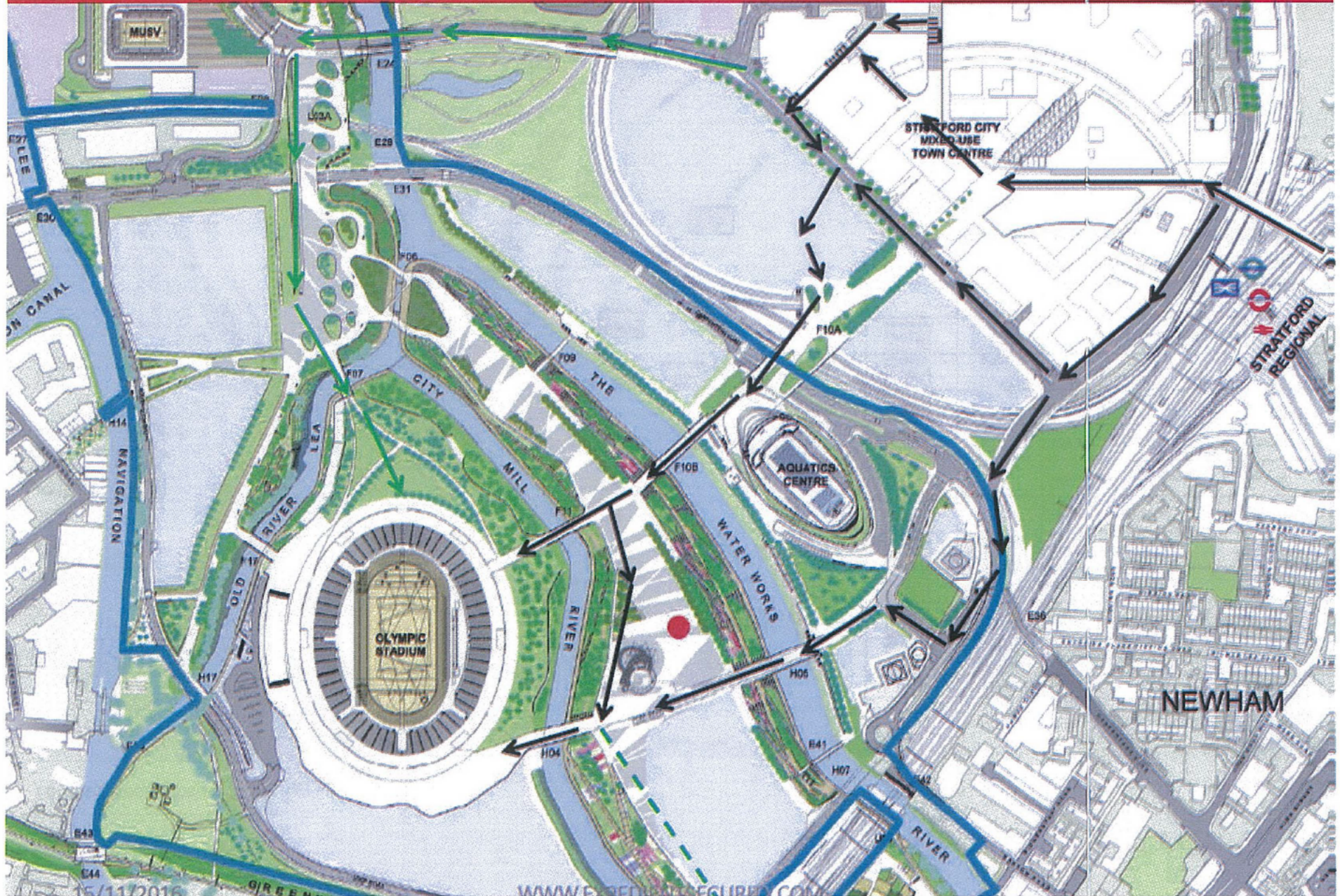
**TIMINGS UNTILL FURTHER NOTICE:**

**ALL STEWARDS AND SUPERVISORS, ARRIVE 4 HOURS PRIOR TO KICK OFF**

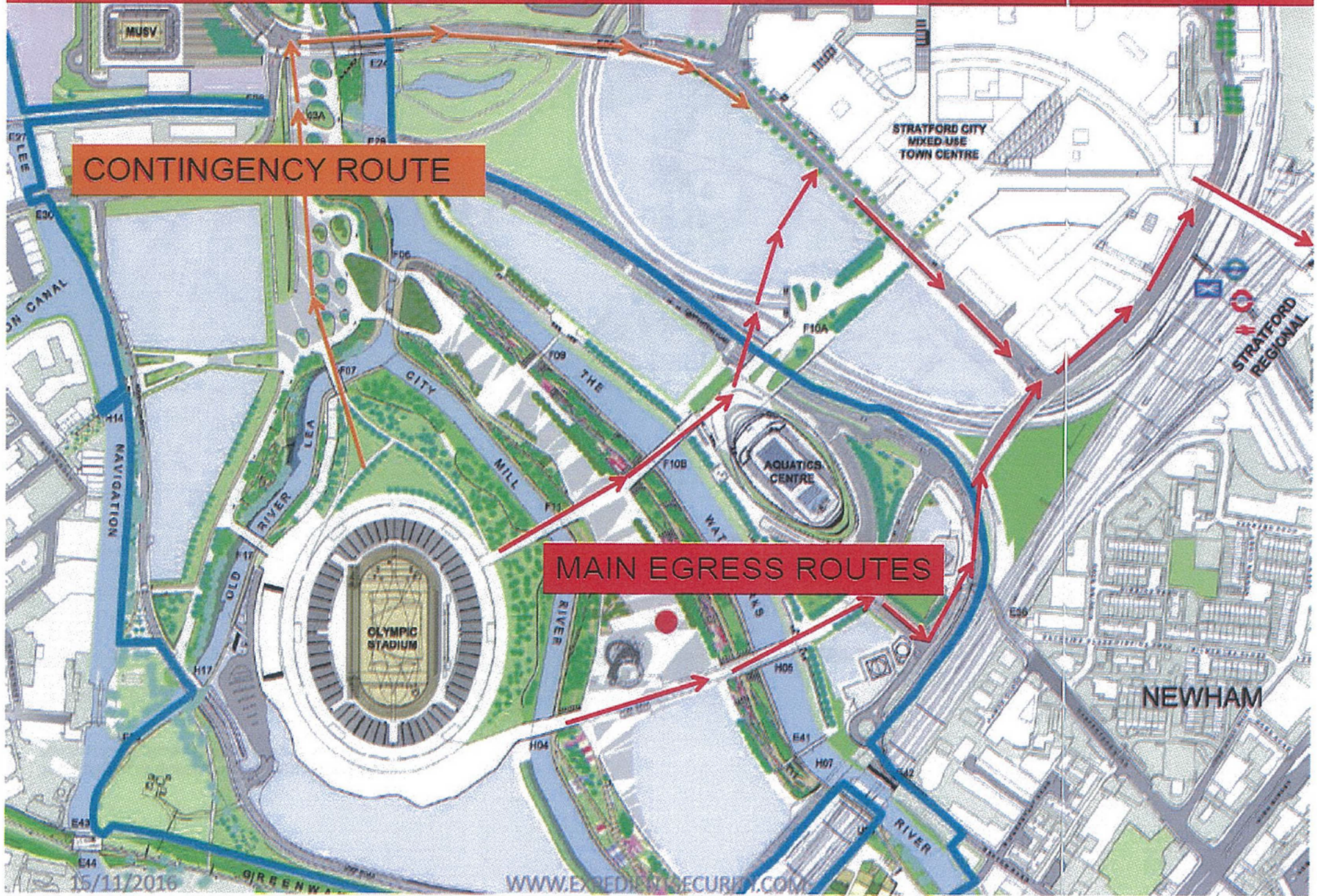
**ALL CLOSURES ARE PUT IN 3 HOURS PRIOR TO KICK OFF**

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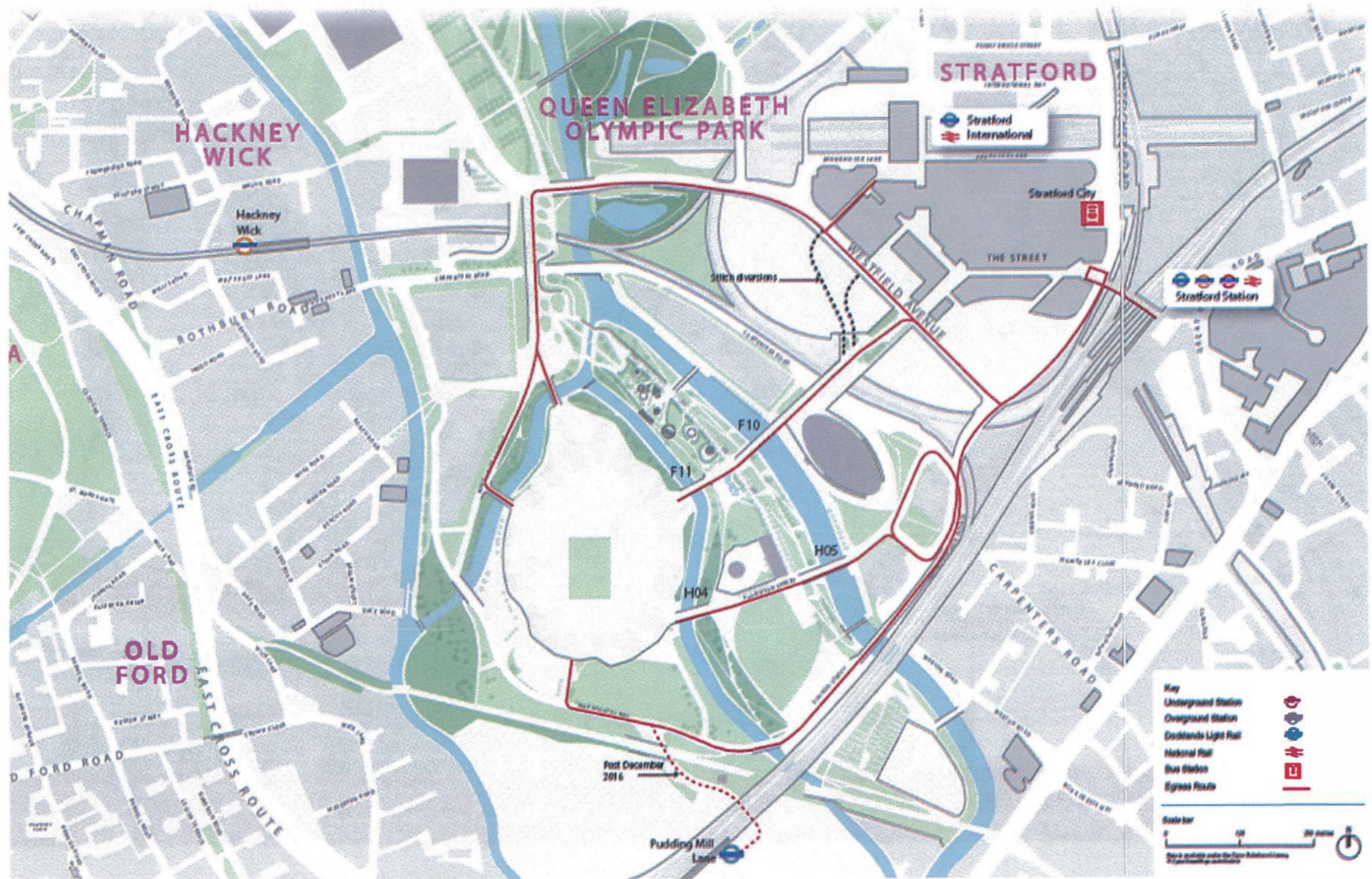
# INGRESS ROUTE PLAN – FOOTBALL EVENTS



# EGRESS ROUTE PLANS – FOOTBALL EVENTS



**THE STADIUM AT QUEEN ELIZABETH OLYMPIC PARK**  
**Spectator Egress Routes (Concerts) - Figure 5**



**SCHEDULE 17**  
**TEMPORARY HAND OVER – AREAS FOR STADIUM EVENTS**

