

**From:** [REDACTED]  
**To:** [Alan Fort](#)  
**Cc:** [Alan Skewis](#); [REDACTED]  
**Subject:** Re: Contracts  
**Date:** 20 September 2017 09:28:45

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Without Prejudice

Alan, I will consider the contracts when I get them. I will not make any comments on your email last night as I will find myself picking this up twice, once with you and once with the lawyers.

My board is clearly disappointed with the way this negotiation is going and in particular will not agree to spend [REDACTED] on a pitch surround for only 18 months (by the time it is made and installed this season will almost be over). Your reason for not extending this is you say you may want to offer it to a SNRP but the pitch surround is not listed as something that can be offered to a SNRP in the CA, so this is irrelevant, so can I please ask you to consider giving us this right for the period of the contract, we have already offered a concession for the SNRP to have their logo on it, which is a concession under the CA we do not need to make.

It might be easier to separate the issues into two contracts, as we may not be able to agree if both issues are linked?

Finally you say in your email you have been approached by a number of brands for Stadium Naming Rights, as per the CA please can you give me details of who they are and what approaches/discussions you have had please. I look forward to hearing from you.

Best wishes [REDACTED]

[REDACTED]  
PA [REDACTED]

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**From:** Alan Fort <alanfort@e20stadium.com>  
**Date:** Wednesday, 20 September 2017 at 05:50  
**To:** [REDACTED] <[REDACTED]>  
**Cc:** Alan Skewis <AlanSkewis@e20stadium.com>  
**Subject:** Contracts

Dear [REDACTED]

I reviewed both contracts last night. The PSSS contract will be sent to Gateley this morning.

We have been discussing the practicalities of the Pitch Surround overnight. Because of its greater thickness it is more bulky and will need significantly more storage. I have asked the team to work out how much longer it will take to lay as we will have to do things in a different order. Whether these elements end up in the contract or as an understanding I am not sure.

I suspect we will pass the Pitch Surround contract to you later in the week.

Regards

Alan

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**From:** [Alan Fort](#)  
**To:** [REDACTED]  
**Cc:** [REDACTED]; [Alan Skewis](#)  
**Subject:** Follow Up to our meeting  
**Date:** 19 September 2017 16:15:41

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Dear [REDACTED]

Thank you for your time today and the movement WHU have made.

In summary E20 will capture the following into agreements for Pitch Side Static Signage and for Pitch Surround.

As always we will need a signed contract so I have asked our legal advisors to draft the agreements separately to ensure the contract is signed to enable installation on Friday for PSSS. ICON are aware of the conversation and they have advised that they need to book the labour tomorrow afternoon to install any temporary P-SSS solution on Friday, so ideally we need to have agreement of the contract on PSSS tomorrow.

I believe the below catches the spirit of our conversation.

**I would draw your attention to my note on the Pitch Surround at the points e) and f) which I did not cover properly in our meeting.**

Pitch Side Static Signage (PSSS)

- a) The rights to the Pitch Side Static Signage belong to E20
- b) Agreement for the use of the PSSS for two seasons 2017/18 and 2018/2019 at [REDACTED] but for 2017/2018 [REDACTED]
- c) The abortive costs will be ignored
- d) Initial Term 2 seasons to be renewable annually thereafter if we agree on-going commercial terms, and to allow for the introduction of any SNRP
- e) E20 will offer to WHU first refusal at market price, which E20 will have to justify, unless there is a Stadium Naming Rights Partner who would like the space as part of their contract. For the avoidance of doubt the PSSS does not form part of the SNRP package as defined in Schedule 9 of CA
- f) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Pitch Surround

- a) [REDACTED]  
[REDACTED]
- b) [REDACTED]
- c) [REDACTED]
- d) [REDACTED]
- e) [REDACTED]

f)

Hope this is satisfactory

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

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**From:** [Alan Fort](#)  
**To:** [REDACTED]  
**Cc:** [REDACTED]; [Alan Skewis](#)  
**Subject:** Response to various emails  
**Date:** 15 September 2017 18:04:33

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Dear [REDACTED]

Further to your emails on Monday, I wanted to reply on the Pitch Side Static Signage, the Pitch Surround and the [REDACTED] issues that you have raised.

The reason for E20 not agreeing to any deal for the term of the CA is we want to retain as much flexibility as possible whilst we reassess the strategy of the stadium. E20 communicated this to WHU in the discussions on the WHU Honours, which is a season by season deal. E20 recognises the challenges you have with Betway and wishes to be helpful. That is the reason for the proposed two season deal.

In respect of the Pitch Surround we would, in principle, be content for WHU to have one in Blue with WHU logos. This can be achieved by WHU procuring and paying for the Pitch Surround and LS185 installing it. [REDACTED]

[REDACTED] and second, in the event that a Stadium Naming Rights Partner is found, that the Pitch Surround may change to accommodate the SNR Partners' requirements – hence, again, the proposed two season deal.

I understand your board has not approved our [REDACTED] (although did note that they managed to approve a much larger sum as the cost to WHU of the offer made for the whole of the term of the CA, which as I have explained above, is not acceptable to E20 because of the flexibility we require). However our price remains unchanged, as does the need to reimburse the costs we have now incurred in installing the London Stadium signage to ensure the stadium was properly dressed for Monday's game.

Can I respectfully ask your board to reconsider the price, which we believe is fair.

In terms of the [REDACTED], we are happy to discuss, but (a) it is not a part of the Pitch Side Static Signage/ Pitch Surround discussion, and E20 does not accept it as a pre-condition to such [REDACTED] / Pitch Surround, then we would be fundamentally apart on that, and discussions must end now) (b) that is, unless you wish to push the Pitch Side Static Signage, and the Pitch Surround into [REDACTED] (as we had tried to agree during 2016) to resolve all outstanding issues – in which case, we are happy to restart that discussion with you; but (c) [REDACTED]

I suggest that, with your next two games on 19<sup>th</sup> and 23<sup>rd</sup>, we seek to resolve the possibilities of any deal on the Pitch Side Static Signage and the Pitch Surround first, and only after that open a fresh discussion on an increased access to the [REDACTED].

As always there will be no action until we have a signed contract.

I will understand if you reject the reconfirmation of our offer on the Pitch Side Static Signage, and in that case we will market the rights externally.

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

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From: [Alan Fort](#)  
To: [REDACTED]  
Cc: [REDACTED]; [Alan Skewis](#)  
Subject: Response on Various Items  
Date: 01 September 2017 16:32:11

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Dear [REDACTED]

Thank you for your email and attachments which I have read. I share your frustration with the situation but I can assure you that E20 is not spiteful, petty nor reckless, and nor is anyone at E20.

In terms of your comments:

Point 1: Home ground: The London Stadium is the home ground of West Ham United. We believe that the Stadium does appear to be the home ground of West Ham. However the London Stadium also has its own identity (as a multi-purpose sports stadium and events venue) and so should clearly represent both brands. We have made a number of proposals to you which you have chosen to reject, which is your prerogative.

Point 2: Pitch Surround: Thank you for advising your position on the Pitch Surround; we shall await hearing from you further, and in the meantime shall proceed with the laying of the green Pitch Surround solution as advised on 23 August 2017.

Point 3: Mid-Tier Honours: I have read the attachments; they do not grant a right for WHU to have the use of the Mid-Tier; they do not say that E20 will, and do not constitute an agreement to, re-instate WHU Honours to the Mid-Tier; as previously said, the 28 June 2016 e-mail is simply part of the inconclusive/ unsuccessful discussions on [REDACTED] carried on between us during 2016. Gowling are instructed to respond positively to try and find a resolution but they also are required to protect the interests of E20 as you would expect; they will respond to Gateley on the draft stand-alone agreement received back over lunchtime, and when they do so, it shall, as always, be in accordance with E20's commercial position and its instructions to them. As noted a number of times, WHU are of course in the meantime able to install their honours in any part of the ground where they have the CSR rights so to do.

Point 4: Betway Signage (the Pitch-Side Static Signage): We are clear that the Pitch-Side Static Signage is not given to WHU under the CA – you know well that this is our clear view. We too have been willing to compromise, but we have not agreed a deal (and we have received no counter-proposal to our latest offer to you). Any interim solution that leaves us bound to go to Court is not a pragmatic solution for E20, and we would rather monetise our rights now. We have a commercial view of the value, with which we are comfortable, and in the absence of an agreement with WHU, we will (as you know) offer the signage rights on the Pitch-Side Static Signage to other parties.

Point 5: Segregation Scrim: The advice we were given on Tuesday morning by the LS185 safety officer was that the colouring would not make any difference to the behaviour of fans. However, as noted in my email of Wednesday 30th August reflecting your concern, we decided to add the London Stadium logos to ensure the scrim could not be misconstrued. We received a call from LS185 Thursday morning informing us that they had reflected overnight and recommended a black scrim as a preferable colour solution. Therefore we ordered black scrim with London stadium logos Thursday morning.

Point 6: Relationships: I can confirm that the E20 team and its contractors are working very hard to make the Stadium the home of West Ham and make the Stadium a success for all users. The fact that we have differences of opinion is a reality of commercial life.

Point 7: Public Relations: I suspect the Stadium will be the subject of much scrutiny when the Mayoral advisers' report is issued. The fact we have made reasonable proposals which you have rejected is for WHU to explain.

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

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**From:** [REDACTED]  
**To:** [Alan Fort](#)  
**Cc:** [Alan Skewis](#); [REDACTED]  
**Subject:** From Karren Brady  
**Date:** 31 August 2017 13:09:27  
**Attachments:** [REDACTED]\_8-31-2017\_12-23-20.pdf  
[RF Clean Stadium WHU \[REDACTED\].\(4.90 MB\).msg](#)

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Without prejudice  
Subject to contract  
Commercial in confidence

Dear Alan,

I am not really sure where to start this letter, other than to convey my disappointment and frustration that not a single issue has been resolved between us since you joined E20. In fact matters are becoming more difficult - not easier.

The Concession Agreement states that the stadium should have the look and feel of the home of West Ham United, and I would sincerely ask that you please bear this in mind in all the correspondence and all the decisions you make. We started this relationship when we had three issues, and now we have four. Our first game is fast approaching and nothing has been resolved.

The pitch surround. The deadline for ordering the new pitch surround has long since passed. We saw this as a reasonable tenant to landlord request made for footballing reasons and therefore necessary for us to fulfill our core function that of a football Club [REDACTED], as well as offering to pay for it. E20 have refused all our attempts to resolve this. We now plan to move this forward under clause 15 (Improvements and Alterations) and via the expert determination. I think there is nothing more to add on this issue for now except to register my managers grave disappointment that there is no solution as he has requested in place for the new season, and my players upset that their professional judgement has been ignored by E20 when it could have been so easily accepted.

The Honours. Attached is an email which gave us permission to install the honours and a further email which confirmed they would be reinstated after the IAAF. Honours are integral to the CA clause that the ground should have the Look and Feel of the home ground of WHU (no club in the PL does NOT display their honours in their own ground). These honours have no commercial value. Can I please ask that common sense prevails here and that we can put them up, as you said you would do when you came to see me in my office on 21<sup>st</sup> September (where you made no mention of a fee or agreeing to LoC in return for doing so). They are very important to us, to our supporters and to our heritage and to deliberately sabotage their display is not only acting in bad faith but deliberately inflaming already poor relations. Please do not let spite get in the way of doing the right thing, please honour what you yourself agreed with us.

There is no value to either of us in delaying agreement to this, we have agreed to pay the amount you seek and for my part I have certainly asked Gateley to ensure a solution driven approach to getting this signed. I have been very specific in my instructions to Gateley to ensure that it reflected E20's needs as expressed to us by you on Tuesday during our walk around. I was

certain to ensure it didn't attempt to bounce you into anything that conflicts with your legal position. We are in receipt of Gowlings comments I would hope you would reflect the same approach when instructing Gowlings so we can finalise this today.

As agreed on Tuesday we have since ordered the signage directly from Icon to avoid missing the deadline as it seems we are heading to resolution on this matter at least so I do hope we can conclude this today if possible. The negative PR if they are not reinstalled would be damaging to us both. So the signs are there, the agreement is there, please can you install them as agreed in time for our first match.

The Betway Signage. We don't accept your valuation for the Betway signs, and frankly nor would any other sane commercial partner (which is probably why you have not sold a signal package in the stadium to date). Anyway, we are in no doubt that these are ours under the Concessionaire Signage Rights, but we were willing to compromise if the valuation could be agreed, to remove this as an issue we were in dispute about. We had hoped even if we could not agree a long term solution that while this was resolved, a pragmatic one would be reached whereby the signs could remain this season in order to allow us time to attempt to rebuild the relationship and focus on the future and in doing so generate a substantial guaranteed amount of revenue for E20. I must say as things stand despite the initial encouragement we felt following our first meeting, I am beginning to doubt whether it is E20's desire to move forward positively with us. I genuinely find it surprising that you would rather have no money for the rights rather than accept the offer we made in the spirit of responding to your suggestion of a new approach. This does not seem in the best interests of your anchor tenant, the Stadium or indeed E20 itself.

The Segregation Scrim. When we had our walkabout, you stated that it was your intention to make this blue next season, which frankly shocked us. We made you aware of the safety issues on having a Chelsea/WBA/Spurs colour in the ground – particularly separating the area between home and away supporters, bearing in mind all the troubles that existed at the stadium last season. I understand that the Safety Office has actually informed you that having this colour in the ground causes significant safety issues and has strongly advised against it (despite you saying to me that he was fine with it). Can you confirm that common sense has prevailed in this regard and it will not be blue next season? It seems a spiteful, petty and reckless decision aimed at inflaming already fraught relations between us.

Despite E20's treatment towards us of late I do hope you will acknowledge just how hard we are working to embrace the opportunity that new personnel and relationships offer to get the overall relationship back on track for everyone's benefit. We have been nothing other than solution driven. We really would welcome some signs of a similar approach from E20. We are after all here for the next 98 years and we still believe we are the best opportunity you have to maximize the opportunity afforded by this amazing Stadium. At the moment I can't help but feel it, and us deserve better.

I also simply cannot believe that the Mayor of London and his staff, the GLA or the Board of E20 would want the public to know how you are treating West Ham United and our many hundreds of thousands of supporters. Given the changes you propose to make, unless a solution is found I suspect that it is only a matter of time before all the above gets into the press and I dread to think how our supporters will react when they know some of the decisions you are making and passing down onto us, particularly in relation to the clubs honours.

Sincerely

[REDACTED]  
[REDACTED]  
PA [REDACTED]

**From:** Alan Fort <alanfort@e20stadium.com>

**Date:** Wednesday, 30 August 2017 at 16:35

**To:** [REDACTED] <[REDACTED]>

**Cc:** [REDACTED] <[REDACTED]@westhamunited.co.uk>, Alan Skewis <AlanSkewis@e20stadium.com>

**Subject:** Response to your email

WITHOUT PREJUDICE SAVE AS TO COSTS  
SUBJECT TO CONTRACT  
COMMERCIAL IN CONFIDENCE

Dear [REDACTED]

Thank you for your email of Sunday .

Responding to the points in your email, and with the greatest respect saying at the outset that I will have to repeat myself on a number of matters which we have corresponded on previously, and where nothing you now say changes the E20 position:

[REDACTED]

[REDACTED]

For clarity I do not think that Gowling are "being clever"; they are simply protecting E20 as their client by ensuring that both parties understand what has been agreed (and that all of what has (and has not) been agreed works as a consistent whole) – no more and no less than you will consider that Gateley are doing for WHU, I am sure.

E20 will deliver its contractual obligations. However, please note, that E20 have put WHU on notice on

a number of occasions that the Betway signage on the Pitch-Side Static Signage, and the signage on the Mid-Tier was installed without consent and that it would not be reinstalled After the IAAF World Championships .

I agree there is a difference on position with regard to the Pitch Surround. We have always seen this as a commercial discussion and our position hasn't changed. For clarity E20 have paid for (and will, absent any agreement now for a different Pitch Surround, install) a Pitch Side Surround which is green 4G and summer grass – by which, to be clear, E20 is complying with the CA requirements. The deal that you seek includes additional Pitch side decals and logos on the Pitch Surround (that is, under the CA, E20's Pitch Surround) – we are prepared (subject to contract)to agree a deal on that if, in return, [REDACTED] [REDACTED] (which, for the avoidance of doubt, E20 is clear is an erroneous position in any event, as E20 does not consider the Pitch-Side Static Signage to be Pitch side decals and logos (or stand livery)).

In terms of the Betway signage on the Pitch-Side Static Signage, we believe that the commercial price for that is [REDACTED] and we see no reason to change our view. I understand that you have a different commercial perspective which is your prerogative. In the absence of agreement we will put in London Stadium blue and logos here.

On the increase in value in the Pitch-Side Static Signage, we initially used a theoretical media valuation for all of the secondary rights, which we agreed was too high and so sought an agency view on what could be achieved in the open market. On that second, more accurate valuation, the value of the total secondary rights package halved in price, but within that certain rights increased, the Pitch-Side Static Signage being one such item [REDACTED]

On the scrim between home and away supporters, we have reflected on your suggestion made at yesterday's walk-around tour that it should be in claret. We have also discussed the matter with the safety officer, given the suggestion that, from a safety perspective, WHU is concerned that its fans may "kick-off" if the scrim is not claret – he was not persuaded that colour should make a difference. On balance, we have decided that the scrim should be in LS Blue, with the Clean Stadium Logo with Chevrons so it is clearly not in the colours of other teams. Our objective is to create a cohesive stadium with a clear brand both to support WHU and to identify E20's secondary rights package (that part in which WHU has been clear it has no commercial interest).

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

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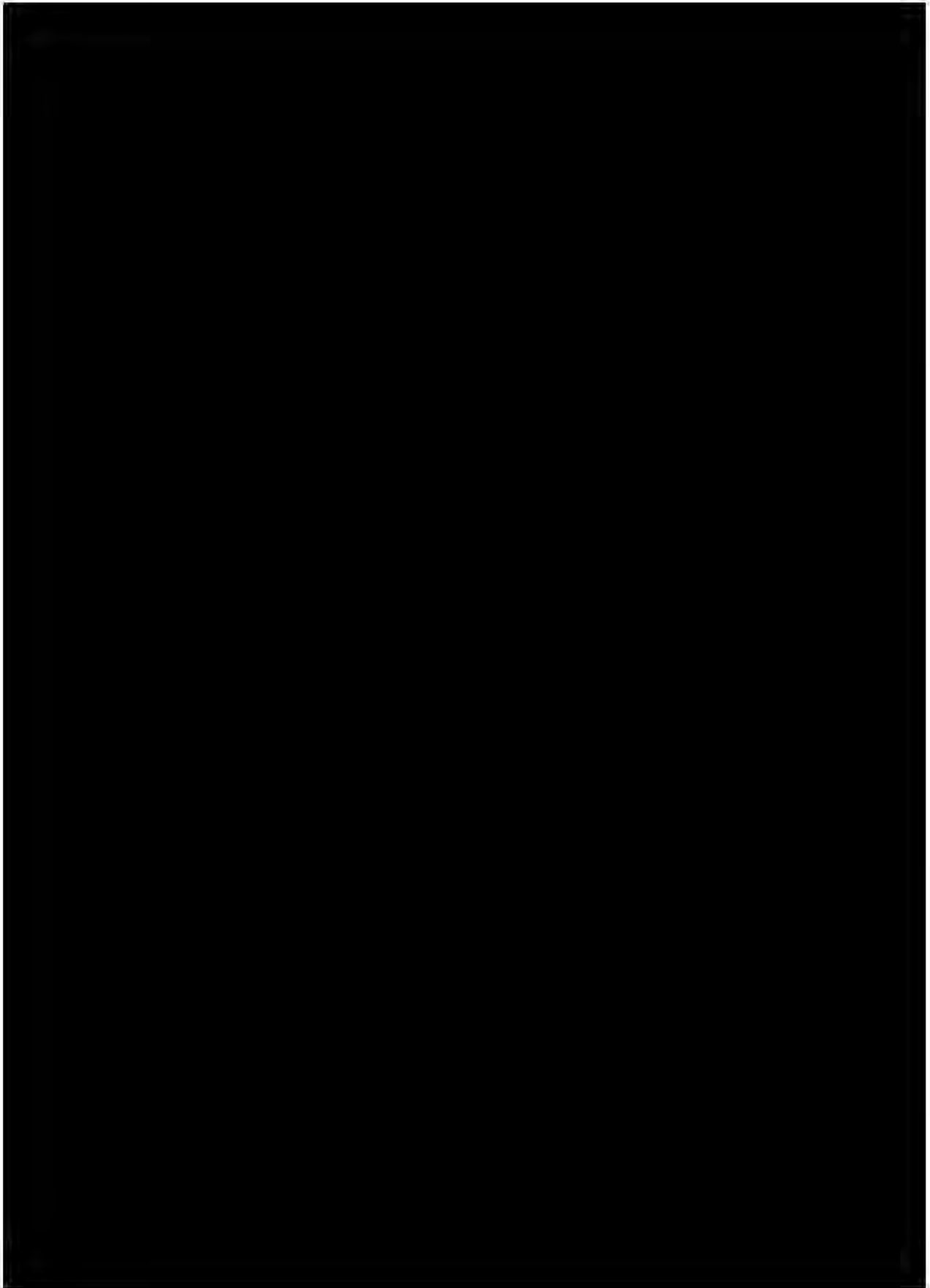
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**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Clean Stadium / WHU & [REDACTED]  
**Date:** 25 May 2017 15:06:20  
**Attachments:** [E20\\_CleanStadium\\_schedule080517dates.xlsx](#)  
[Clean Stadiumv1.pdf](#)

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Hi [REDACTED]

Apologies for the delay.

I was awaiting the outcome of a London 2017 Board meeting taking place this afternoon as this will (hopefully!) define what elements of the 'Clean' Stadium proposal London 2017, are prepared to fund.

In the meantime, please find attached both the slide deck and spreadsheet. Please note this does not include the hospitality areas.

As discussed, it would be beneficial to know what proposals the club has with regards to updating or changing designs. This will assist in finalising Icon's scope and not reinstating look unnecessarily.

Regards

Chris

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**From:** [REDACTED] [mailto:\[REDACTED\]@westhamunited.co.uk](mailto:[REDACTED]@westhamunited.co.uk)

**Sent:** 25 May 2017 13:07

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** Clean Stadium / WHU & [REDACTED]

**Importance:** High

Hi [REDACTED]

Good meeting you last week.

At our meeting, you agreed to send us through the 'clean venue' proposal and spreadsheet and said that everything should be finalised this week. Please could you send over the documents and advise where you are with finalising the scope?

Thank you,

[REDACTED]

[www.whufc.com](http://www.whufc.com)

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# Clean Stadium Proposal

L2017/E20

Phases = **1 = 14th May from 6PM**  
**2 = w/c 15th May**  
**3 = June**

Element	Phase	Action	Item	Comments
<b>External Concourse</b>				
Wayfinding Totems –Small and Large		Cover Up	Foamex Panel	1 colour allowed on Foamex panels PLEASE CONFIRM IF THESE CAN BE DONE IN MAY
		Remove	Complete Top	This is not possible due to the number of screws & they way they have been installed ... each one needs to be drilled out separately.
		Replace / Reinststate		Includes paint
Stadium Wrap		Remove and Reinststate	5 x crest banners	
Pods & Turnstiles: 1, 2, 3, 7, 11, 12, 13, 14 and 16		Cover Up	Foamex Panel	Not recommended
		Remove	Crests x 18	Requires Genny due to surface and cleaning of surface due to residue.
		Replace / Reinststate		
Pods: 4, 8, 10, 15 and 18		Cover Up	Foamex Panel	Not recommended
		Remove	Text, images	Requires Genny due to surface and cleaning of surface due to residue.
		Replace / Reinststate		
Pods: QEOP & LBN		To cover up	PUMA logos on bibs	
Turnstile Headers OPTION 1 "Home of West Ham United" ONLY		Cover Up	Foamex Panel	Not recommended
		Remove	6x Turnstiles HOWHU only	Requires Genny due to surface and cleaning of surface due to residue.
		Replace / Reinststate	6 x Turnstiles	
Turnstile Headers OPTION 2 "Welcome to the London Stadium Home of West Ham United"		Cover Up	Foamex Panel	Not recommended
		Remove	6x Turnstiles ALL the text	Requires Genny due to surface and cleaning of surface due to residue.
		Replace / Reinststate	6 x Turnstiles	
Vinyl treatment to external doors OPTION 1 (CREST AND WORDING)		Cover Up	Foamex Panel	Not recommended
		Remove	Small Windows 56no 1040mmx 650mm Large Windows 70no 1550 x 650mm	
		Replace / Reinststate	Small Windows 56no 1040mmx 650mm Large Windows 70no 1550 x 650mm	Small windows production cost [REDACTED] Large windows production cost [REDACTED]
Vinyl treatment to external doors OPTION 2 (ONLY THE CRESTS)		Cover Up	Foamex Panel	Not recommended
		Remove	Small Windows 10no (estimated) 1040mmx 650mm Large Windows 10no (estimated) 1550 x 650mm	
		Replace / Reinststate	Small Windows 56no 1040mmx 650mm Large Windows 70no 1550 x 650mm	
Marquee Sign				
<b>Internal Concourse</b>				
Lift Shafts OPTION 1 - TO COVER FRONT AND SIDES		Cover Up	6 x 6.5m x 4m PVC Banners	Large banners to be hung to cover. Labour = [REDACTED] Plant = [REDACTED]
		Remove	-	
		Replace / Reinststate	6 x 6.5m x 4m PVC Banners	Labour = [REDACTED] and Plant = [REDACTED]
Lift Shafts OPTION 2 - TO COVER FRONT ONLY		Cover Up	6 x 6.5m x 4m PVC Banners	Large banners to be hung to cover. Labour = [REDACTED] Plant = [REDACTED]
		Remove	-	
		Replace / Reinststate	6 x 6.5m x 4m PVC Banners	Labour = [REDACTED] and Plant = [REDACTED]
Concourse –Large hanging pieces 3 off Come On You Irons signs 1 off East East East London sign 1 off Founded in 1895 sign 3 off trophy signs 1 off crest sign 8 off Crossed Hammers signs (Irons)		Cover Up	-	Not recommended
		Remove	8 x Irons, 9 others	
		Replace / Reinststate	8 x Irons, 9 others	
Concourse –Large Wall Graphics		Cover Up	-	Not recommended
		Remove	10m x 2m x 5no	
		Replace / Reinststate	10m x 2m x 5no	production cost = [REDACTED]
Vinyl Treatment to doors OPTION 21 - TO REMOVE CREST + WORDING		Cover Up	Foamex panel	Not recommended
		Remove	Small windows 56 no 1040mm x 270mm Large windows 70 no 1550mm x 270mm	
		Replace / Reinststate	Small windows 56 no 1040mm x 270mm Large windows 70 no 1550mm x 270mm	Small windows production cost = [REDACTED] Large windows production cost = [REDACTED]
Vinyl Treatment to doors OPTION 21 - TO REMOVE CREST + COMMERCIAL ONLY		Cover Up	Foamex panel	Not recommended
		Remove	Small Windows 10no (estimated) 1040mmx 650mm Large Windows 10no (estimated) 1550 x 650mm	
		Replace / Reinststate	Small Windows 10no (estimated) 1040mmx 650mm Large Windows 10no (estimated) 1550 x 650mm	Small windows production cost = [REDACTED] Large windows production cost = [REDACTED]
Betway Booths		Units to be covered/removed from concourse at the cost of E20/other		



Turnstile Header		Cover Up	4 no 5m x 500mm	Phototex to be used printed Claret
		Remove		
		Replace / Reinststate	4 no 5m x 500mm	Phototex to be removed
<b>Back of House/Athlete Areas</b>				
Reception Entrance		Cover Up	Crest on reception desk	To be covered with aluminium pan - Cost TBC
		Remove	Mat to be removed & rolled Crest above reception desk	* Original Treadwell needs to be located & placed in recess. L185 to assist.
		Replace / Reinststate	Mat to be replaced & secured Crest above reception desk Crest on the reception desk	Reinstatement of vinyl = Reinstatement of crest = Reprint of frosted vinyl =
Lobby Area		Cover Up		Not recommended
		Remove	2 x Fabrics Lettering above doors	Fabrics to be removed and stored Cover-up lettering above doors
		Replace / Reinststate	3 x Fabrics Lettering above doors	Fabrics to be re-installed remove cover-ups
Players' Entrance Exterior		Cover Up	Foamex panel	Not recommended
		Remove	Small windows 6 no 1040mm x 650mm Crest & Letters	
		Replace / Reinststate		
Players' Entrance Interior		Cover Up	Foamex panel	Not recommended
		Remove	Small windows 6 no 1040mm x 650mm	
		Replace / Reinststate		
Corridor of Champions - OPTION 1 (Cover up Crest and commercial logos)		Cover Up	Crest & commercial logos	Production cost for Phototex & banner
		Remove	All fabrics from frames	
		Replace / Reinststate		
Corridor of Champions - OPTION 2 (Remove and Replace RHS branded wall)		Cover Up		Production cost for Phototex & banner
		Remove	All fabrics from frames + RHS branded wall	
		Replace / Reinststate	vinyl on the wall + Crest	
Corridor of Champions - OPTION 3 (Flexible solution for the RHS branded wall)		Cover Up		Flexible solution TBC
		Remove		
		Replace / Reinststate		
Corridor of Champions Images		Cover Up	Crest	Production cost for Phototex
		Remove	All fabrics from frames	
		Replace / Reinststate		
Media Centre		Cover Up		
		Remove	Pictures on the walls + crest	
		Replace / Reinststate	Pictures on the walls + crest	
Temporary Wall and Carpet across Athletics Track		Cover Up		
		Remove	Remove fabrics, carpet, header and move the walls	Whilst removing the pitch mat we will take the warm up track mat to make it more cost effective. Removal of the brading done on PHASE 2
		Replace / Reinststate	Remove fabrics, carpet, header and move the walls	
Tunnel Lobby x4		Cover Up	Crest, commercial & messaging	4 sets of crest + logos TBC if screens will be used in this wall and cover up is required
		Remove		
		Replace / Reinststate	Crest, commercial & messaging	4 sets of crest + logos TBC if screens will be used in this wall and cover up is required
Home & Away Changing Rooms OPTION 1 - CREST, COMMERCIAL & MESSAGING		Cover Up	Crest, commercial & messaging	
		Remove	Floor Graphics	
		Replace / Reinststate	Crest, commercial & messaging Floor graphics	Labour & Plant costs = for Crest, Commercial & Messaging and for Replacing Floor Graphics
Home & Away Changing Rooms OPTION 1 - ONLY COMMERCIAL LOGOS		Cover Up	Crest, commercial & messaging	
		Remove	Floor Graphics	
		Replace / Reinststate	Crest, commercial & messaging Floor graphics	
Home & Away Changing Rooms - Door signage		Cover Up	Crest, commercial & messaging	
		Remove	Floor Graphics	
		Replace / Reinststate	Crest, commercial & messaging Floor graphics	
<b>Seating Bowl</b>				
Tildernet x4		Cover Up		
		Remove		
		Replace / Reinststate		
Lower Segregation Line		Cover Up		
		Remove		
		Replace / Reinststate		
Tunnel Header & Side Panel	Done by 8 PM for tunnel to be removed	Cover Up		Not recommended
		Remove	Di-bond panels, headers and kickers	
		Replace / Reinststate	Di-bond panels, headers and kickers	
Artificial Grass Treatment PITCH MAT		Cover Up		Not recommended
		Remove	Pitch Mat & Store	
		Replace / Reinststate		
Tier Dressing (All Lower Tier) - Night Work - OPTION 1 (considering existing branding to be reinstated) PERIMETER BOARDS	6 PM Start on the West Side	Cover Up		Not recommended
		Remove	All Brackets and panels around perimeter	Labour = and Plant = Works carried out on Sunday night
		Replace / Reinststate		Labour = and Plant =
Tier Dressing (All Lower Tier) - OPTION 2 (considering new flexible solution) PERIMETER BOARDS	6 PM Start on the West Side	Cover Up		
		Remove	All Brackets and panels around perimeter	
		Replace / Reinststate		



Scrim on dead seating		Cover Up		
		Remove		SW NW NE SW scrim on dead seating o be removed On away sections access needs to be organised through black locked doorways
		Replace / Reinststate		
Walkways x2		Cover Up		
		Remove		North and South walway banners to be removed
		Replace / Reinststate		
Walkway Signage		Cover Up		
		Remove		All walkway signage to be removed
		Replace / Reinststate		
Spectator Seating (West Stand Lower Tier) DUGOUT		Cover Up	dugout- all logos	E20 has covers for the seats Betway logos on the step risers to be covered up
		Remove	dugout- all logos	Removal of the Betway on claret vinyls on the sides
		Replace / Reinststate	dugout- all logos	
Seat Kill		Cover Up		
		Remove		Costs to follow
		Replace / Reinststate		Costs to follow
Tier Dressing (Middle Tier)		Cover Up		Not recommended
		Remove	Remove magnetic Tier Dressing	Just the Sides to be removed
		Replace / Reinststate	Reproduce and Replace	To be completed from tier level
Tier Dressing (Upper Tier)		Cover Up		Not recommended
		Remove	Welcome WHU from Brackets	
		Replace / Reinststate		
Spectator Seating (Trevor Brooking & Bobby Moore Stands) Commercial logos ONLY		Cover Up	Commercial branding with Photoex	
		Remove		
		Replace / Reinststate		
<b>Additional</b>				
Press Areas		Cover Up		
		Remove		
		Replace / Reinststate		
VIP area TBC		Cover Up		
		Remove		
		Replace / Reinststate		
Shop TBC		Cover Up		
		Remove		
		Replace / Reinststate		
London Marathon Community Trust Track Clean		Cover Up	External monolith	
		Remove	Vinyl black wall, vinyl side wall, vinyl stand name, banner	
		Replace / Reinststate	All the above	Production costs: Vinyl Back Wall - [REDACTED] Vinyl Side Wall - [REDACTED] Vinyl Stand Name - [REDACTED] Banner - [REDACTED]



# Clean Stadium Proposal

# Totem Signage



# Fabric Wrap

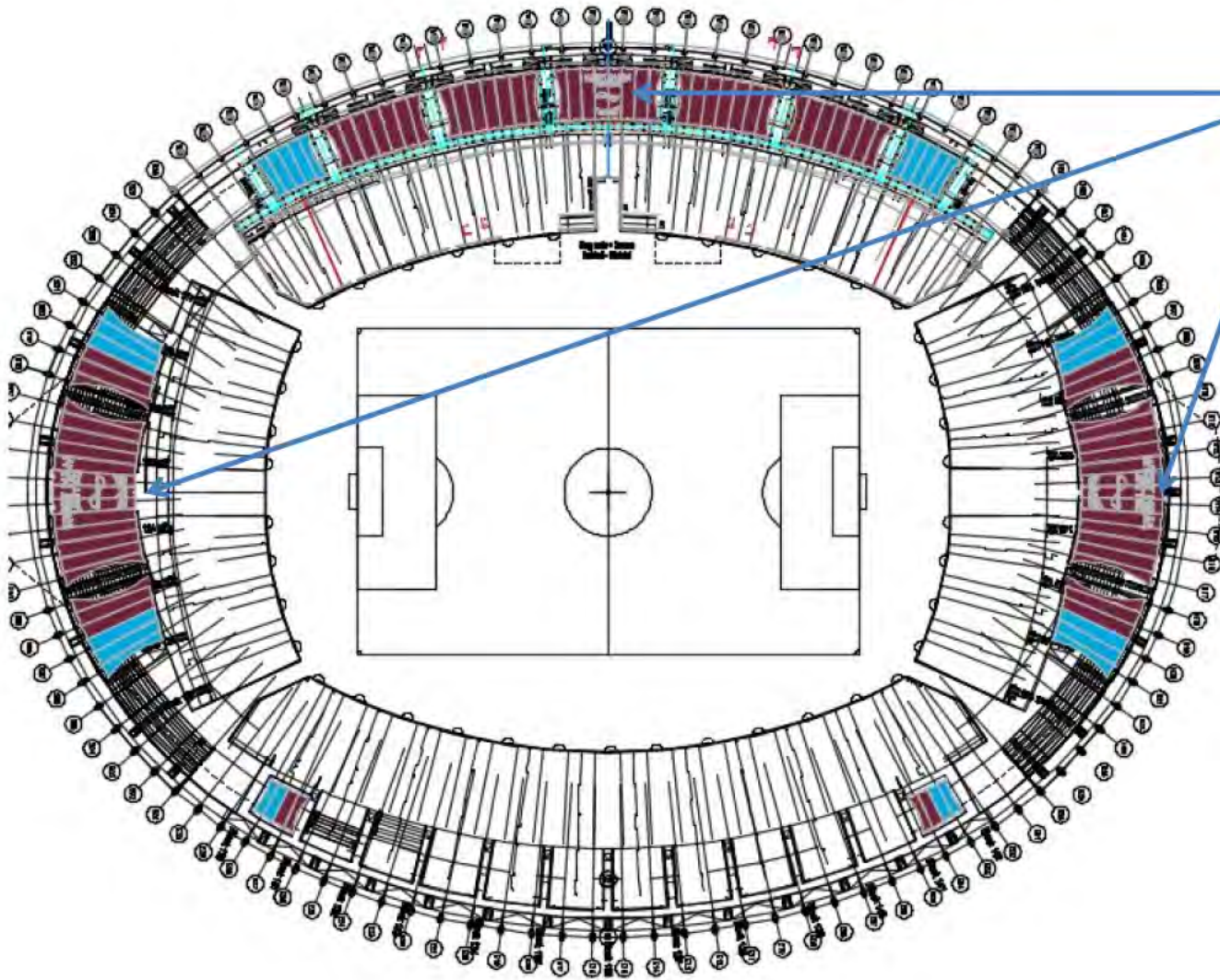


# LED Screen & Marquee Signage





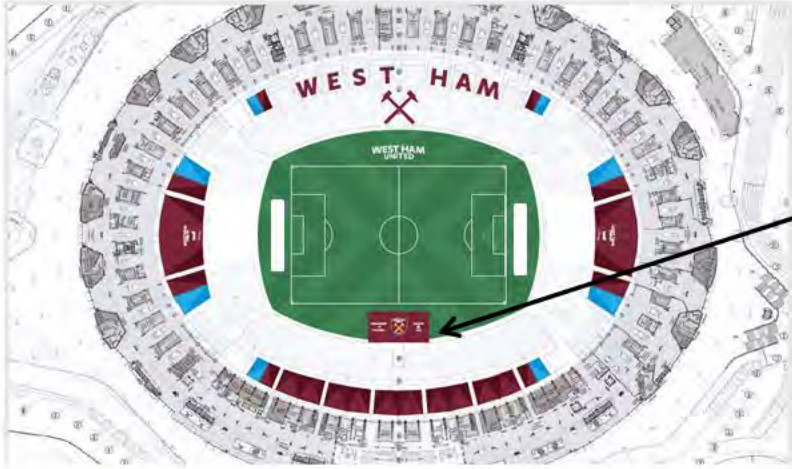
# Void Treatment



All void treatment to be removed as part of seating transition

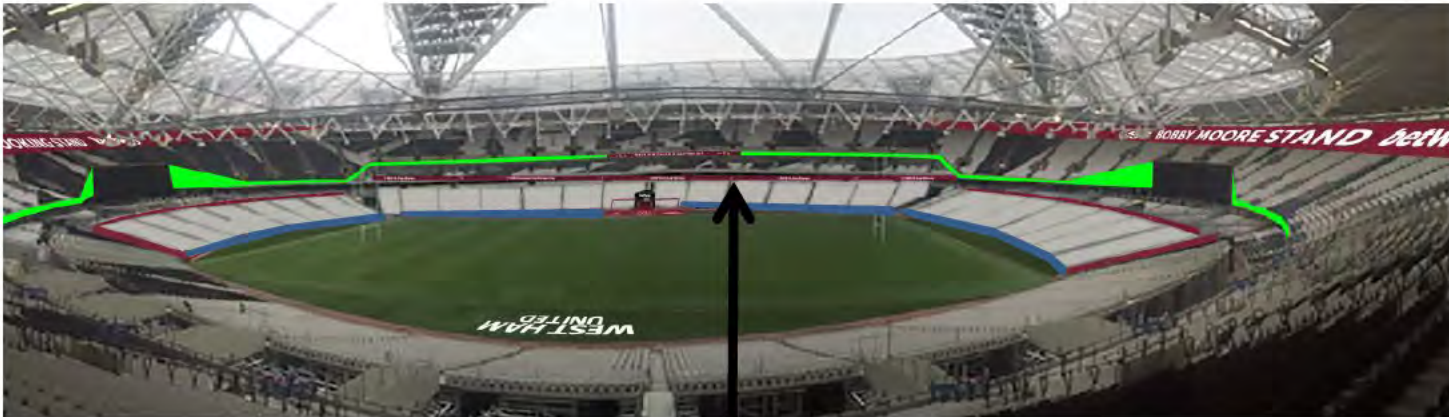


# Artificial Grass Branding



All artificial grass branding to be removed during track reveal process

# Mid Tier



Club honours and Betway branding to be removed

# Upper Tier



'Welcome to West Ham' sign to be removed and reinstated by E20. London 2017 to fund any replacement.

# Trevor Brooking and Bobby Moore Stands



Betway and Umbro branding  
to be concealed on both  
signs.

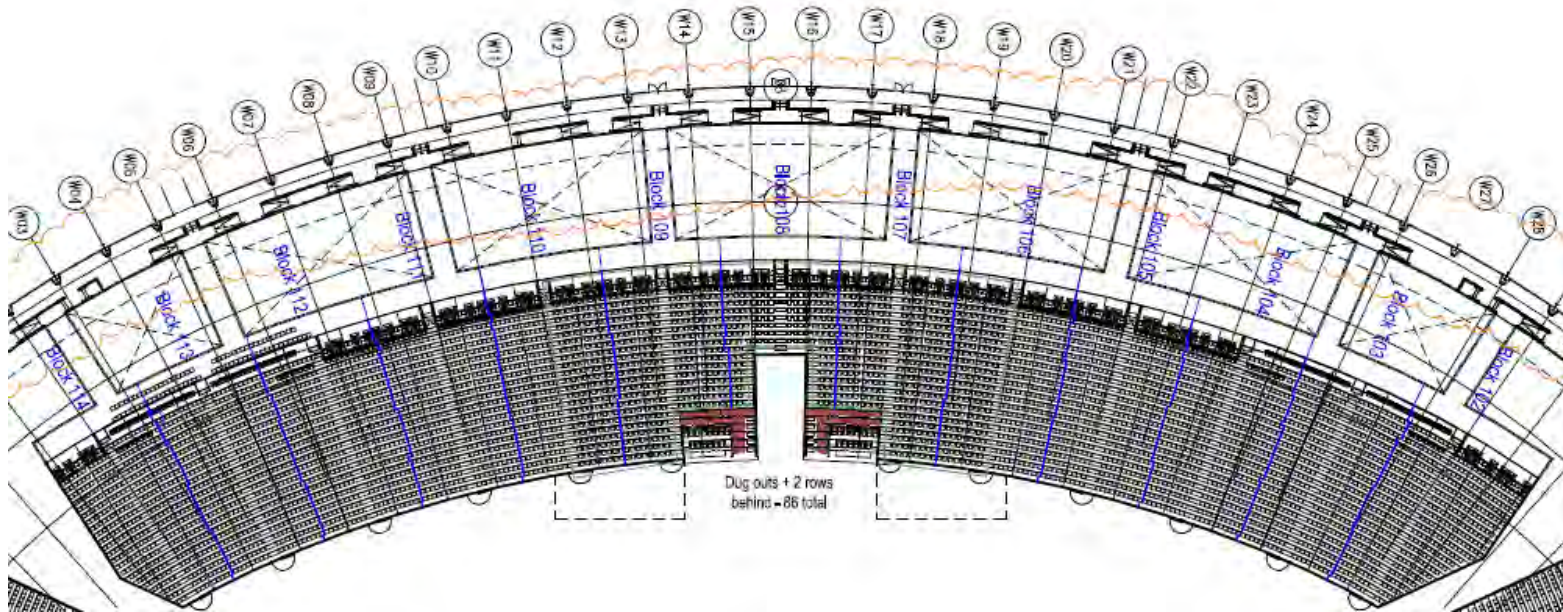


# Pitchside LED



All 270 metres of football LED to be removed at E20's cost.

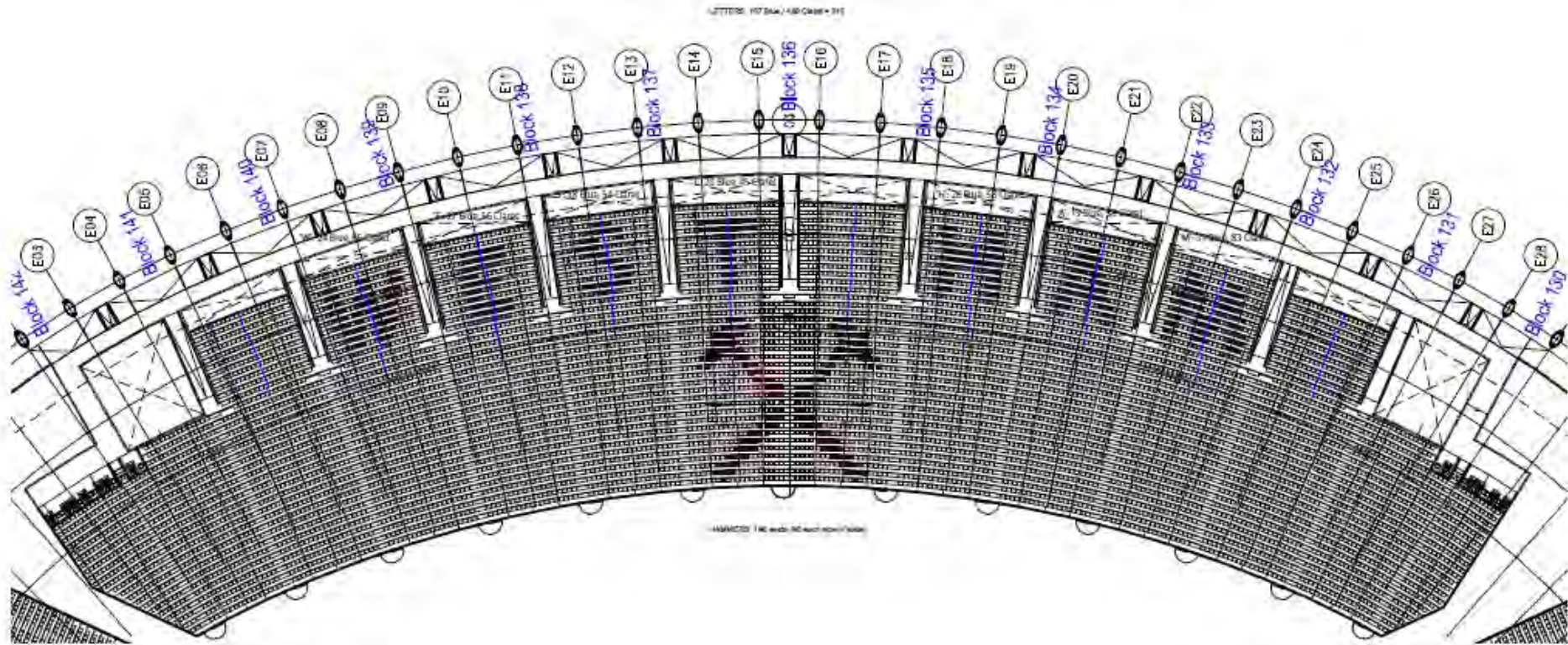
# Spectator Seating (West Stand Lower Tier)



All football technical area seating to be covered with unbranded design. Associated branding to be concealed. All frontage branding to also be removed.

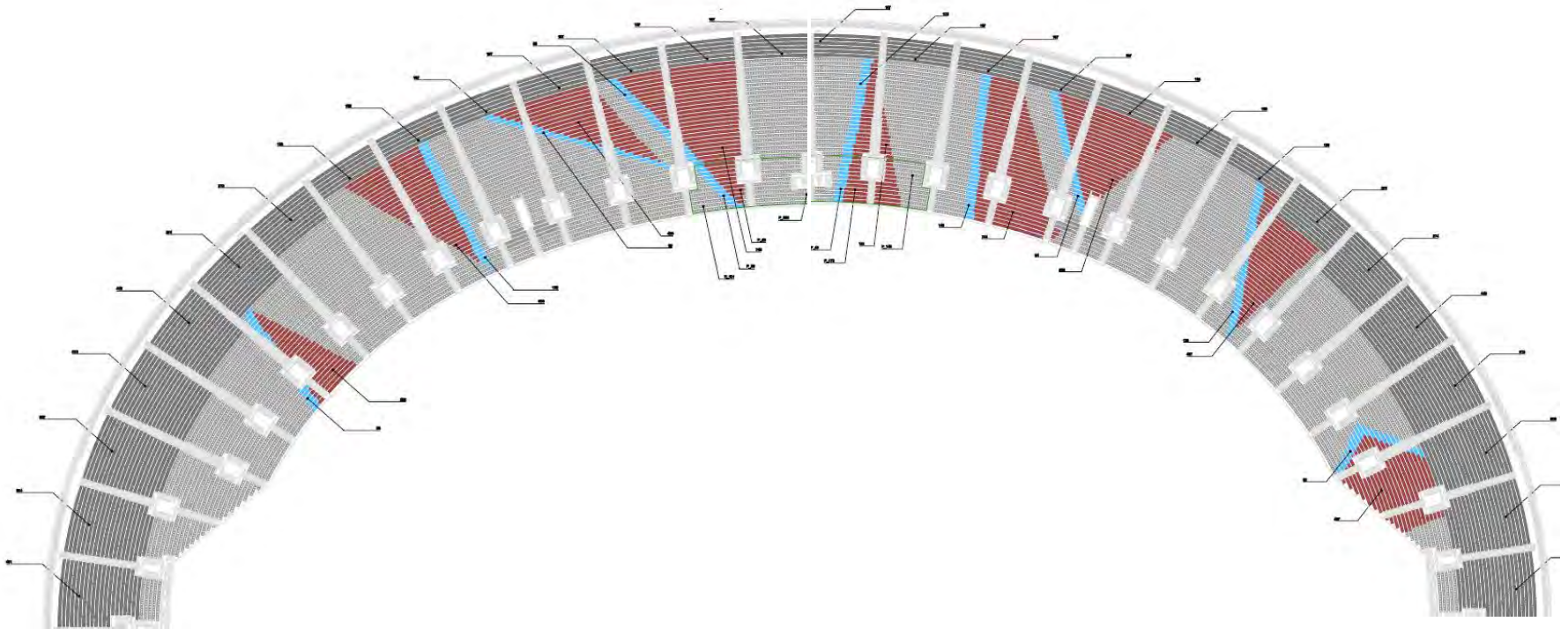


# Spectator Seating (East Stand Lower Tier)



'West Ham' seat lettering to be removed as part of transition to athletics mode. Irons to remain. All frontage branding to be removed

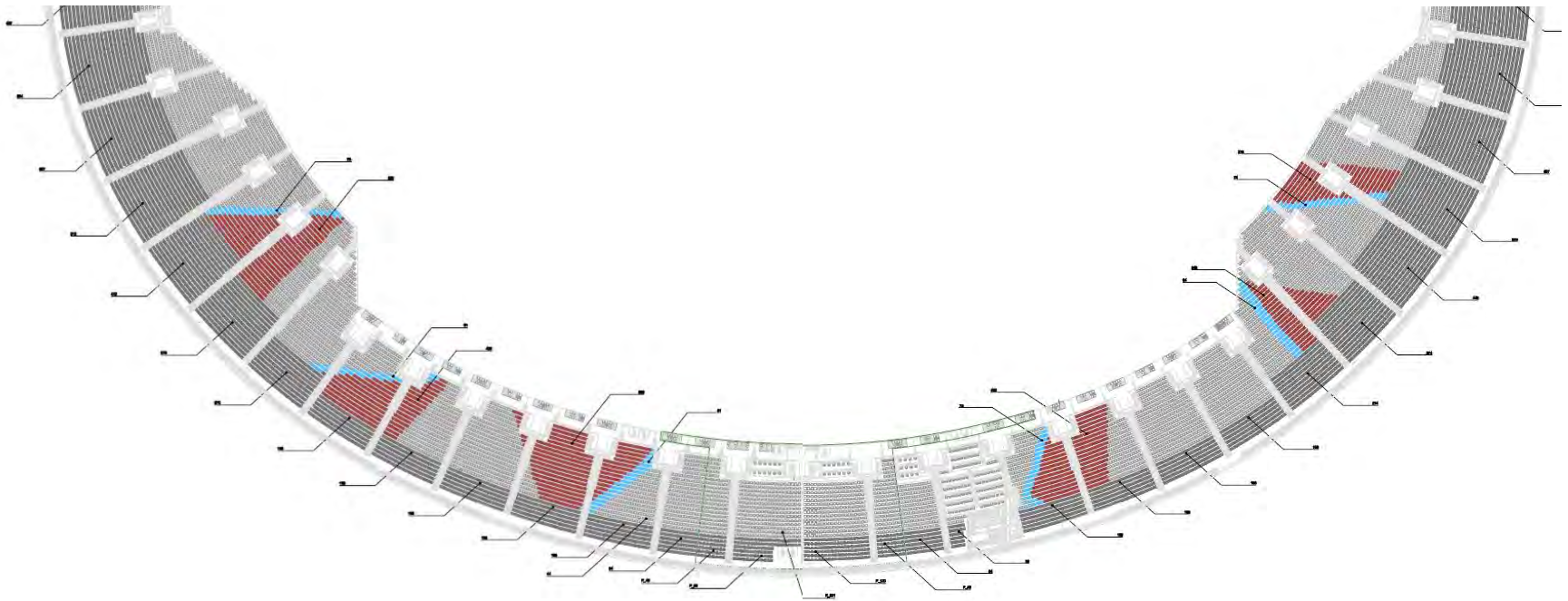
# Spectator Seating (East Stand Upper Tier)



No change

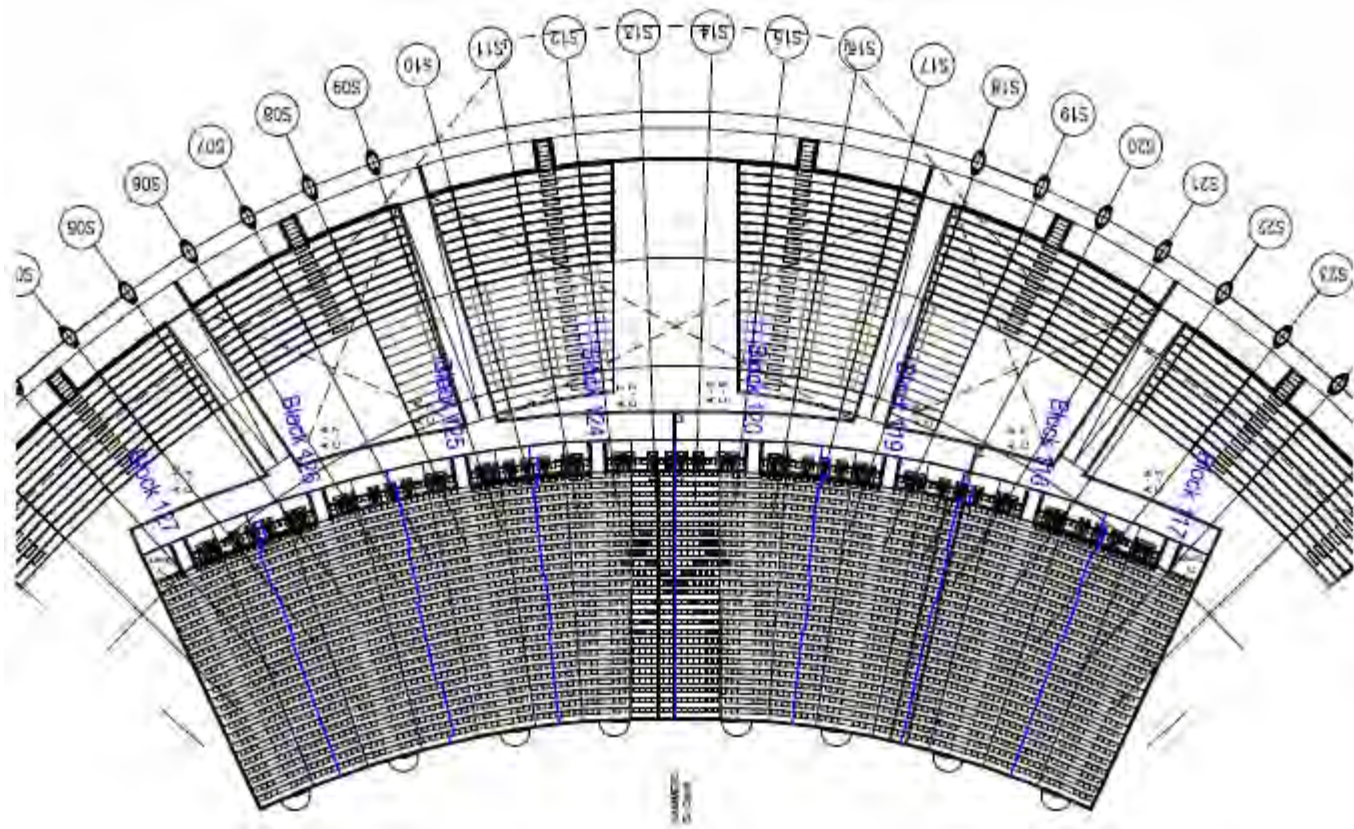


# Spectator Seating (West Stand Upper Tier)



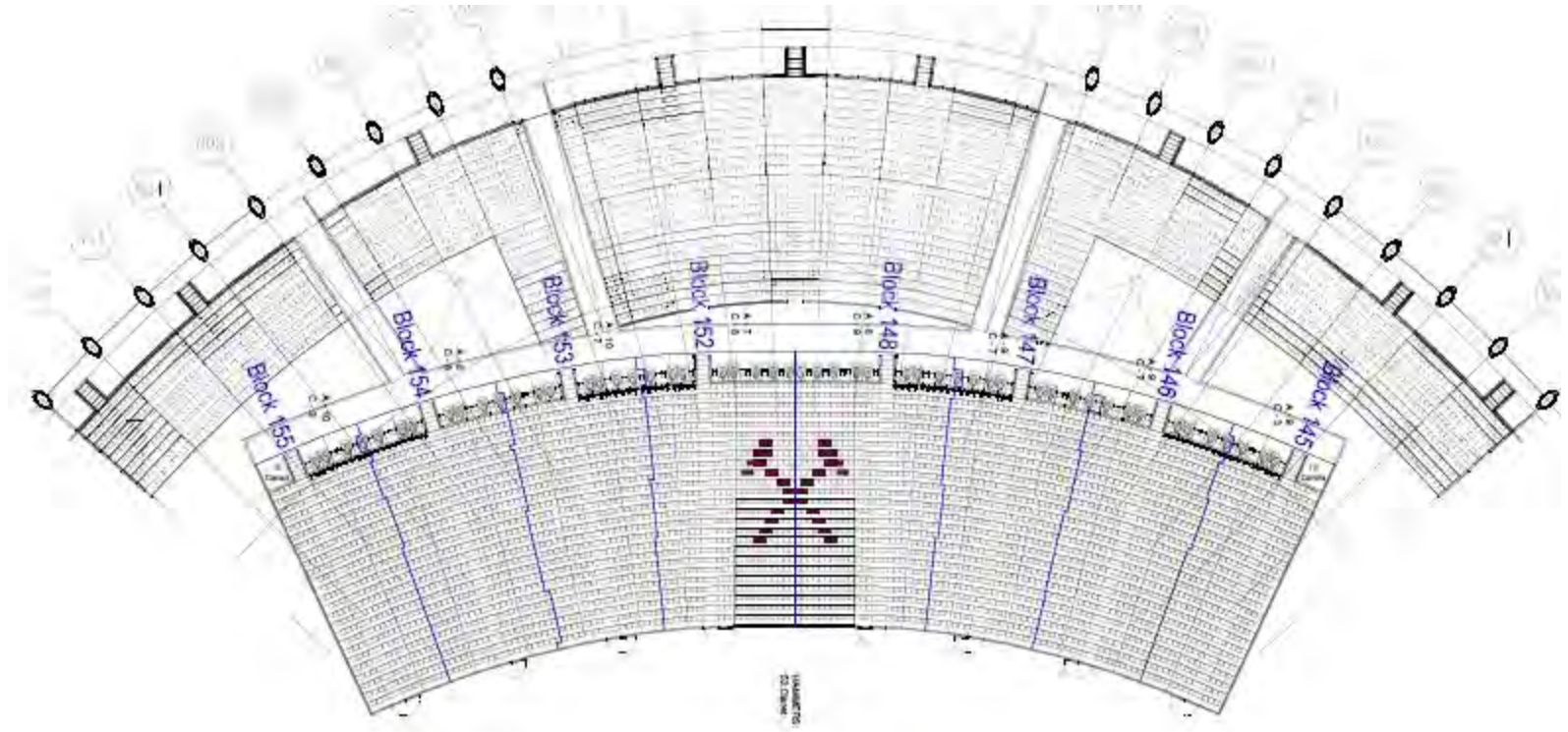
No change

# Spectator Seating (South Stand Lower Tier)



Irons removed as part of seat transition process

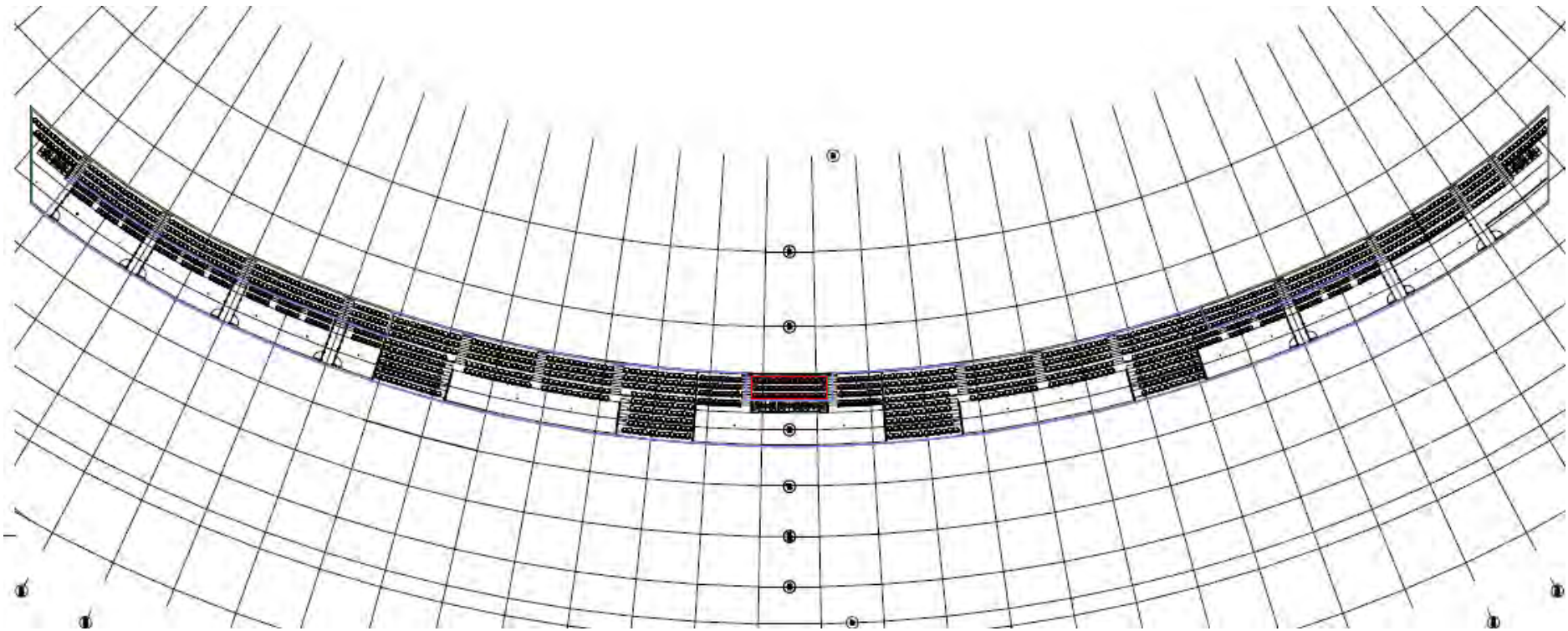
# Spectator Seating (North Stand Lower Tier)



Irons removed as part of seat transition process

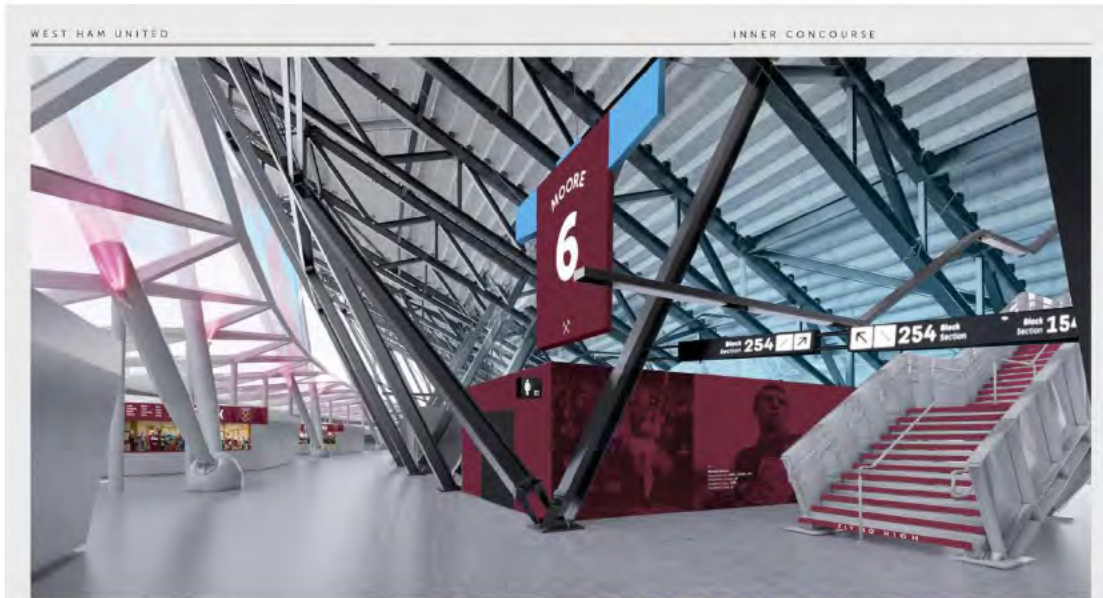


# Spectator Seating (West Stand Mid Tier)



No change to seating in Directors' Box

# Concourse Designs

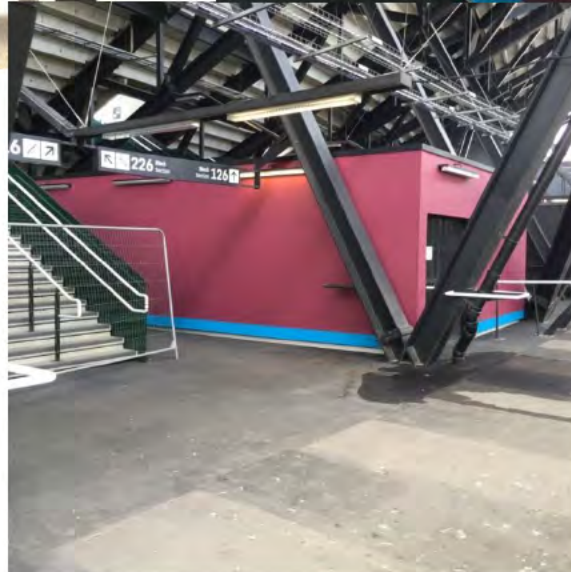


**NORTH STAND - BOBBY MOORE STAND**  
**A Bobby Moore Theme**  
An example of Bobby Moore's hanging shirt.  
Block 5.





# Toilet Blocks



# Concourse Designs



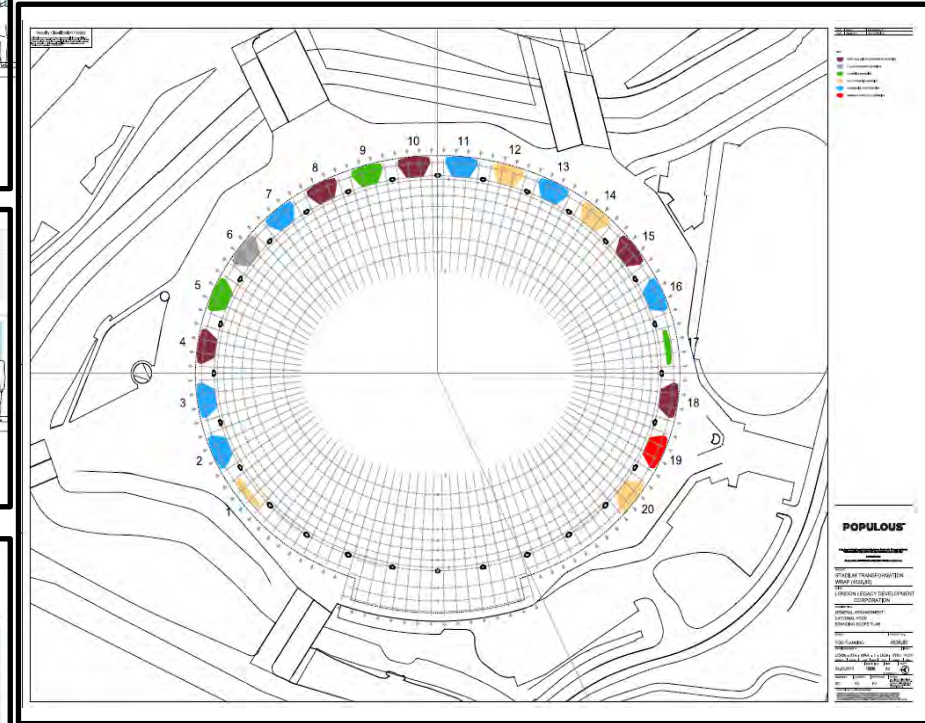
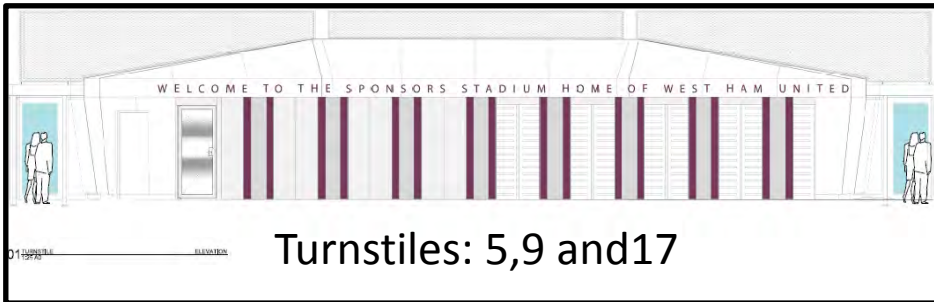
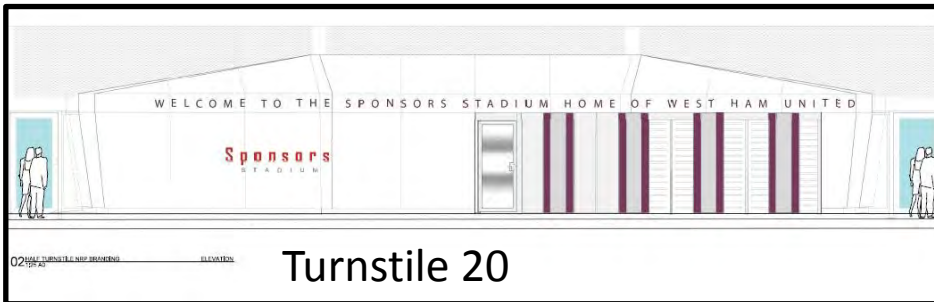
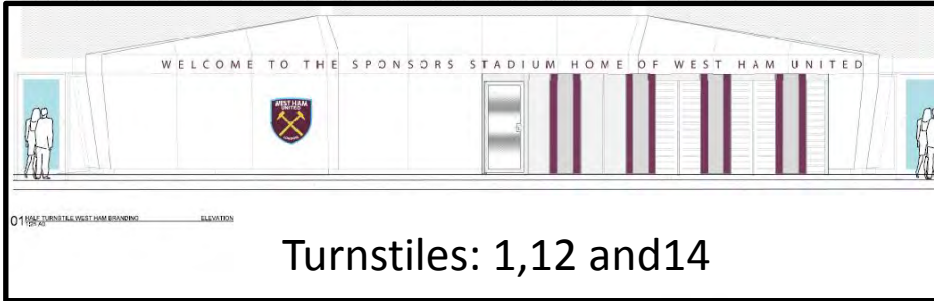
# Concourse Furniture



West Ham partner branding to be concealed or kiosks removed



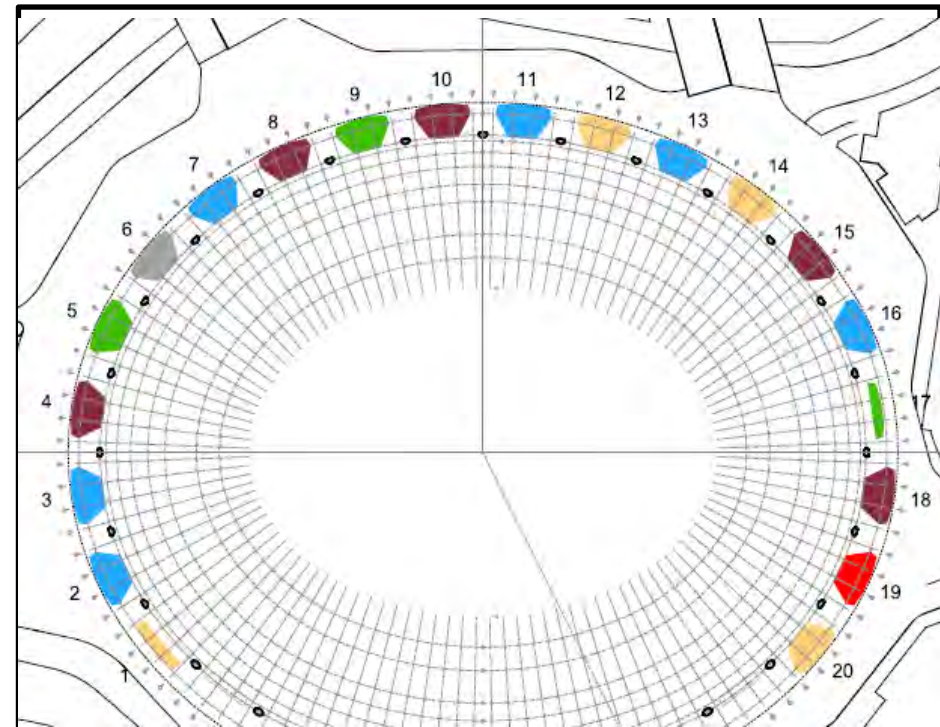
# Exterior Turnstiles



# Interior Turnstiles



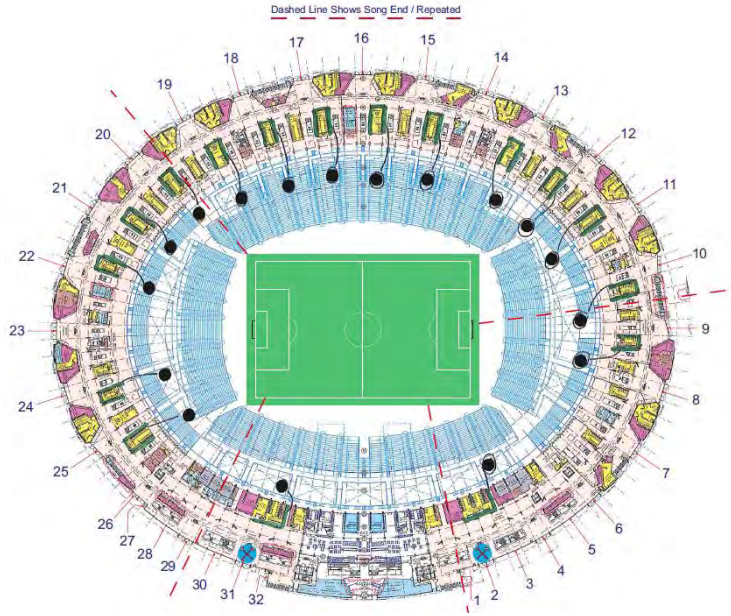
# Exterior of Concession Units





# Vinyl Fritting

1																						
2	F	in	forever	blow	ing	b	ubb	les														
3		P	retty	b	ubb	les		i	n	t	h	e	a	i	r							
4			L	ovely	r	ach	t	h	e		a	y										
5			U	pp	e	r		a	n	d												
6	W	h	a	n	d		a	n	d													
7																						
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32																						



# Reception Entrance



Carpet to be removed. West Ham sign above door to be concealed. West Ham crest on desk and Club London branding to be removed.

# Lobby Area



West Ham partner branding to be concealed. Crests and signage above door to be remain.



# Behind Reception



# Players' Entrance Exterior



West Ham sign and lettering above door plus fritting to be removed.



# Players' Entrance Interior



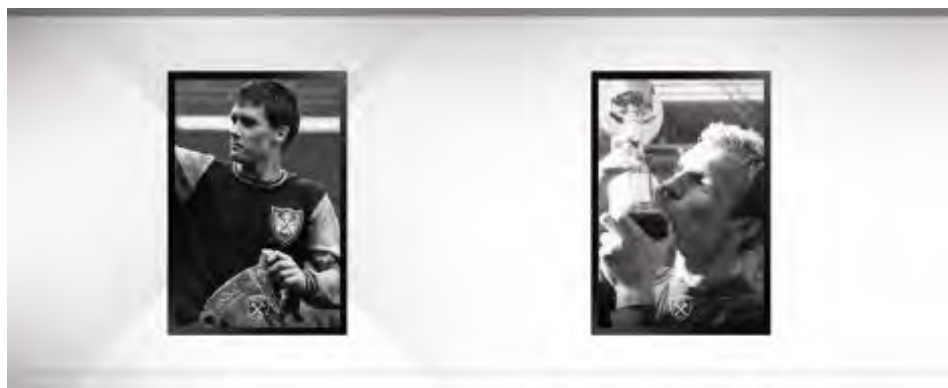
West Ham Partner branding to be concealed

# Corridor of Champions



West Ham branding to be concealed.

# Corridor of Champions Images



All images to be removed. Opportunity for London 2017 to utilise remaining frames.

# Home & Away Changing Rooms

No changes proposed

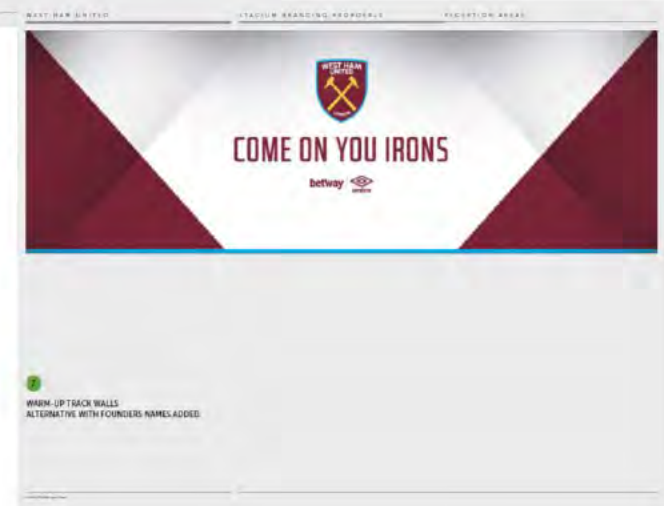
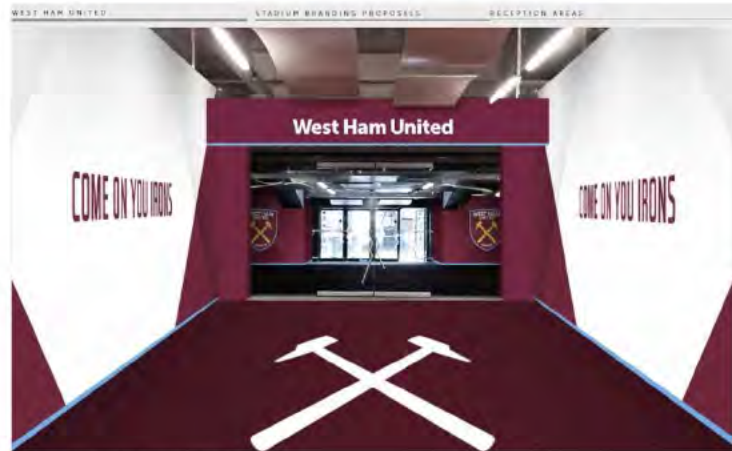
# Tunnel Lobby



All West Ham partner branding to be concealed along with lettering above and to the side of doorway.



# Temporary Wall and Carpet Across Athletics Track



Temporary overlay. All to be removed



**From:** [Alan Fort](#)  
**To:** [REDACTED]  
**Cc:** [REDACTED]; [Alan Skewis](#)  
**Subject:** Response to your email  
**Date:** 29 August 2017 18:42:00

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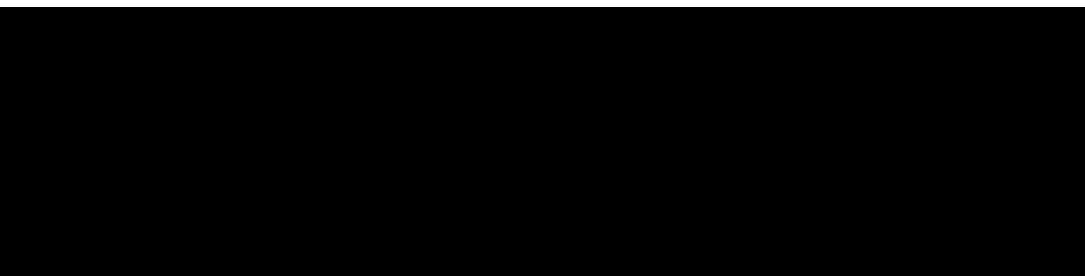
Dear [REDACTED]

Thank you for your email and for laying out your response so well.

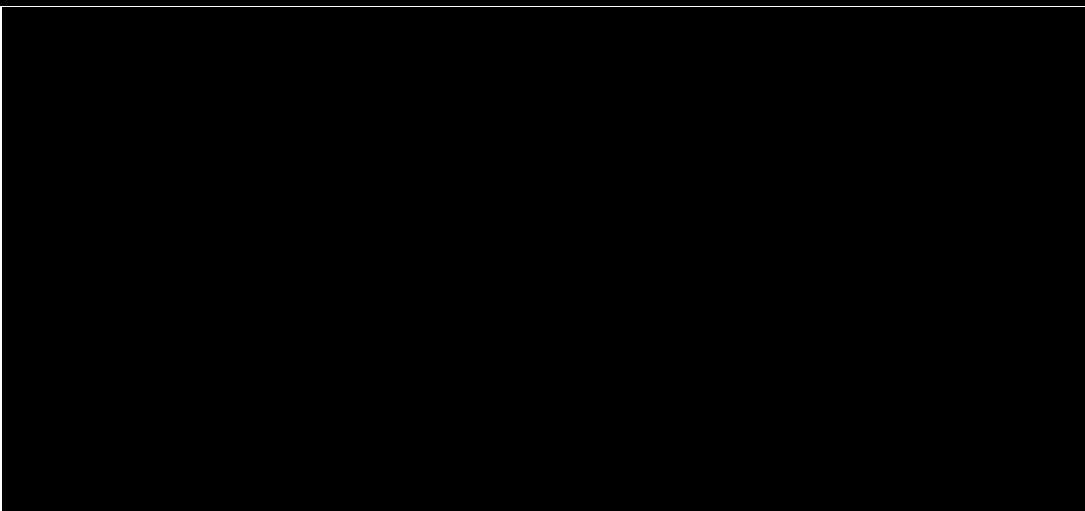
In terms of each of your points

1. West Ham is a core part of our business and will be a core part of the London Stadium Vision; however it would be fair to observe that events such as the IAAF World Championships do generate a significant level of awareness globally.
2. The last year has been a learning experience for E20 as the Stadium moved into operational mode. Now is the time to reflect to ensure we have a clear Vision for the future and that we invest wisely as we move forward with the Stadium as a multi-purpose venue.
3. LLDC and Newham are the Members of E20, but as you are aware there is a Mayor's review ongoing as to the historic costs at the Stadium. You recognised the role of the Mayor's office as you wrote to them regarding your wishes for the Pitch Surround.

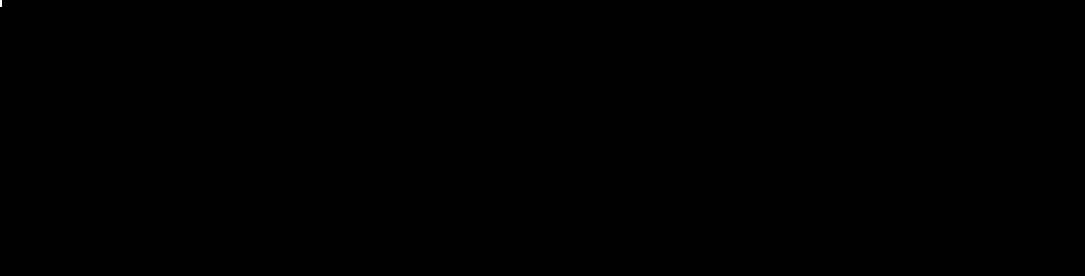
4.



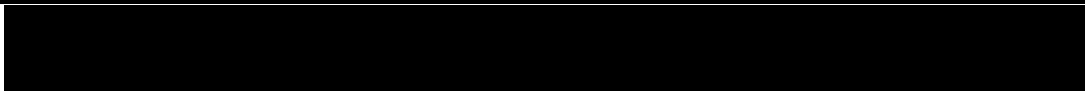
5.



6.



7.



8.

9.

10. Your statement is not correct – as clauses 11.2(g) and 11.4(e) demonstrate. I will not recite them to you.
11. Again, your statement is not correct – the fact that E20's consent is required means that E20 does have a veto on those items. E20 knows that it cannot unreasonably withhold its consent, but it has wide discretion on WHU's requests – this is unsurprising given that E20 stands in the shoes of landlord and WHU in the shoes of tenant. Clause 10.6 does not apply; or, if it did, the Standards of a Reasonable and Prudent Operator (ie, from the viewpoint of the Operator, not the football club) would add nothing to the provision that consent may not be unreasonably withheld.  
I am not aware of a general good faith provision in the CA – that of course, legally speaking, is a different standard altogether.
12. Again, we disagree on WHU's entitlements under the CA – it does not have rights over the Mid-Tier. E20 will agree you can put up the WHU Honours in space to which WHU has the rights. If WHU wish to put up their Honours in E20 space (which the Mid-Tier is) then WHU need E20 consent and must pay for that additional right if we so request.  
WHU did not have E20's agreement or blessing on the appropriation of the Mid-Tier last season, and [REDACTED] and subsequent communications from Gowling and E20 have been clear on that (and that any use last year was not permitted use).
13. I was glad to hear this; and I will respond to your WP correspondence separately.
14. Your comment is noted, but the minutes prevail. Witness evidence will be relevant in a Court claim, but not otherwise, of course
15. This is dealt with at 6 above.
- 16.

17. This is dealt with at 16 above. In addition, WHU did not have E20's agreement or blessing on the appropriation of the Pitch-Side Static Signage last season, and [REDACTED] (by its silence) and subsequent communications from Gowling and E20 have been clear on that (and that any use last year was not permitted use).
18. As to the Pitch-Side Static Signage, this is dealt with at 16 and 17 above; as to the F11 Bridge this is new to me and I will investigate.
19. As you know, WHU has no rights to dictate the aesthetics of the Pitch Surround; however, E20 has sought to accommodate your requests as part of a normal commercial discussion.

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

Level 10  
1 Stratford Place, Montfichet Road  
London  
E20 1EJ

DDI: 0203 288 [REDACTED]  
Mobile: [REDACTED]  
Email: [alanfort@e20stadium.com](mailto:alanfort@e20stadium.com)  
Website: [www.QueenElizabethOlympicPark.co.uk](http://www.QueenElizabethOlympicPark.co.uk)



**From:** [Alan Fort](#)  
**To:** [REDACTED]  
**Cc:** [REDACTED]; [Alan Skewis](#)  
**Subject:** RE: Thankyou for your email  
**Date:** 29 August 2017 08:23:53

---

Dear [REDACTED]

Thank you for the emails over the weekend. Unfortunately my smart phone isn't synching very well at the moment so I only picked them up last night.

Confirm I will respond by end of play today and I look forward to the walk round at the stadium this morning. The progress report on the stands this morning shows we continue to expect the North, South and West stands to be in completed by 31<sup>st</sup> August and the East Stand is ahead of its 6<sup>th</sup> September completion schedule.

Regards

Alan

---

**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** 27 August 2017 17:25  
**To:** Alan Fort  
**Cc:** [REDACTED]; Alan Skewis  
**Subject:** FW: Thankyou for your email

WITHOUT PREJUDICE SAVE AS TO COSTS  
SUBJECT TO CONTRACT  
COMMERCIAL IN CONFIDENCE

Alan

Thank you for your latest email.

[REDACTED]

We have reached common ground on the mid tier signage. All that is required is for the paperwork to document that which we have discussed and settled. Please ask Gowlings to prepare documentation which captures the terms as discussed without embellishment and conditionality which is (a) new; and (b) you know to be a deal breaker.

[REDACTED]

[REDACTED]

[REDACTED]

E20 is bound under the CA to restore all signage taken down for the IAAF athletics. You do not have the right to select which signage is restored and which is not. If you do not complete a full restoration, that is a breach. Of course, you are already in breach for missing the 25 August date.

We are apart as to the logos and decals which you call Pitch Side Static Signage. I suggest that we meet as soon as can be arranged to seek a resolution.

On the track cover, I had thought that we were agreed before you introduced conditionality tying a solution on the track cover [REDACTED]. The ball is in your court – there is a doable deal on the table. All you have to do is to remove the pre-condition that the track cover solution is conditional [REDACTED]. After all of the previous discussions we have had regarding the holding of a gun to my head in negotiations, this is very disappointing. You say that these are normal commercial conversations – not in my book.

I am absolutely content that West Ham has approached this dialogue constructively with the intention of reaching a solution. We do not believe that we are bound to pay for the mid tier signage in addition to payments we already make, but we have accepted your suggestion that we do make a payment as a compromise. It is E20's obligation to pay for the track cover, but we have offered to pay. We do not believe that we have to pay a penny for the Betway signage, but we have made you a proposal in the spirit of partnership.

I have suggested that we might agree an interim arrangement to ide us over while the legal process runs its course.

It is for E20 to decide whether it wishes to accept my suggestions or respond to them with counter proposals which narrow the gap. I am not, however, sensing any compromise on E20's part – you have tabled a valuation for the Betway signage which is actually £50,000 higher than you were seeking previously and which was rejected as being way too high. I remain available to seek an agreed solution, but please do not expect me to cave in to your demands simply because you repeat them over and over. I believe that there is a solution but this will depend on E20 being receptive to realistic valuations of inventory.

I will not walk away from negotiations, but I have to say it has been slow progress so far and the Stadium has to be ready on 11 September. If it is not, what do you expect me to do?

My opinion is that we will make better progress if we focus on the issues that need resolution before 11 September [REDACTED]. That, however, is a matter for you. Please try and accept our position.

Regards,

[REDACTED]

---

**From:** alan fort [REDACTED]@yahoo.com>

**Reply-To:** alan fort <[REDACTED]@yahoo.com>



**Date:** Saturday, 26 August 2017 at 22:11

**To:** [REDACTED] <[REDACTED]>

**Cc:** [REDACTED] <[REDACTED]@westhamunited.co.uk>, Alan Skewis <[alanskewis@e20stadium.com](mailto:alanskewis@e20stadium.com)>

**Subject:** Thankyou for your email

Dear [REDACTED]

Thank you for your email. Apologies for responding from my personal email but I am having difficulty with the corporate smartphone.

I confirm that I saw a copy of the Gateley response to Gowling late Friday which was also unhelpful, in particular in that it did not suggest a way forward. I confirm that I have had a discussion with Gowling this morning on how we can move forward, and they will communicate with Gateley on Tuesday on this matter.

[REDACTED]

If the lawyers can find a way of solving this conundrum we will be very pleased.

Please will you advise Gateley accordingly.

**Football Pitch Surround:** On this matter our position is very simple. The CA doesn't give WHU rights to specify requirements on the Pitch Surround, [REDACTED]. We merely seek to put clarity into the understanding of the CA.

**Pitch Side Static Signage:** This is a commercial discussion. We believe that [REDACTED] (excluding VAT) per season to be a fair price. I understand that WHU would wish to pay less, but we still feel that [REDACTED] (excluding VAT) per season is a fair price, so we currently see no reason to change.

On this point, it is simply wrong to say that [REDACTED] letter of 17 August was the first notice to WHU that E20 would not be reinstating the Betway branding on the Pitch-Side Static Signage after the IAAF World Championships, and nor is it true that we had

promised to re-instate that branding: [REDACTED]

**Honours:** Are dealt with above.

**Contractor instructions:** I wish merely to be clear that the E20 team and our contractors have instructions not to do anything until there is a signed agreement. I must say that I was confused about your comment on “causing a breach”.

I don't wish to be unhelpful, but to me these are normal commercial conversations. As E20's most important partner, we wish (and still wish) to seek resolution with WHU without use of a legal process. I hope that we now can.

Finishing on a positive note, we had a very positive dialogue with UKA this week about the potential fixture clash in July 2018. We haven't achieved a resolution yet, but both parties are working hard on finding a resolution. Given it involves many organisations it will take time, but I trust that you are re-assured that we are working for a solution that will satisfy all (including WHU's) needs and entitlements.

I hope you enjoy the Bank Holiday.

Sincerely

Sincerely Alan Fort  
Consultant  
E20

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**From:** [REDACTED]  
**To:** [Alan Fort](#)  
**Cc:** [REDACTED]; [Alan Skewis](#)  
**Subject:** Re: Follow Up  
**Date:** 25 August 2017 18:40:39

---

WITHOUT PREJUDICE SAVE AS TO COSTS  
SUBJECT TO CONTRACT  
COMMERCIAL IN CONFIDENCE

Dear Alan

Gowlings wrote to Gateley this afternoon in terms which were not helpful.

[REDACTED]

This really is frustrating.

[REDACTED]

Time is ticking away and contrary to your fine words in emails asking for a more constructive and progressive relationship between E20 and WHU, Gowlings appear to have been instructed to set the relationship back a notch. I can give you the benefit of the doubt and accept that this is a miscommunication between yourself and Gowlings on this occasion, but please put this right promptly.

Since writing I have received your most recent correspondence – I agree that any agreement reached in respect of the mid-tier signage must be documented and signed but as above this cannot be a variation of the 22 December Letter

I need your assurance this afternoon that you have set the wheels in motion with Gowlings re this.

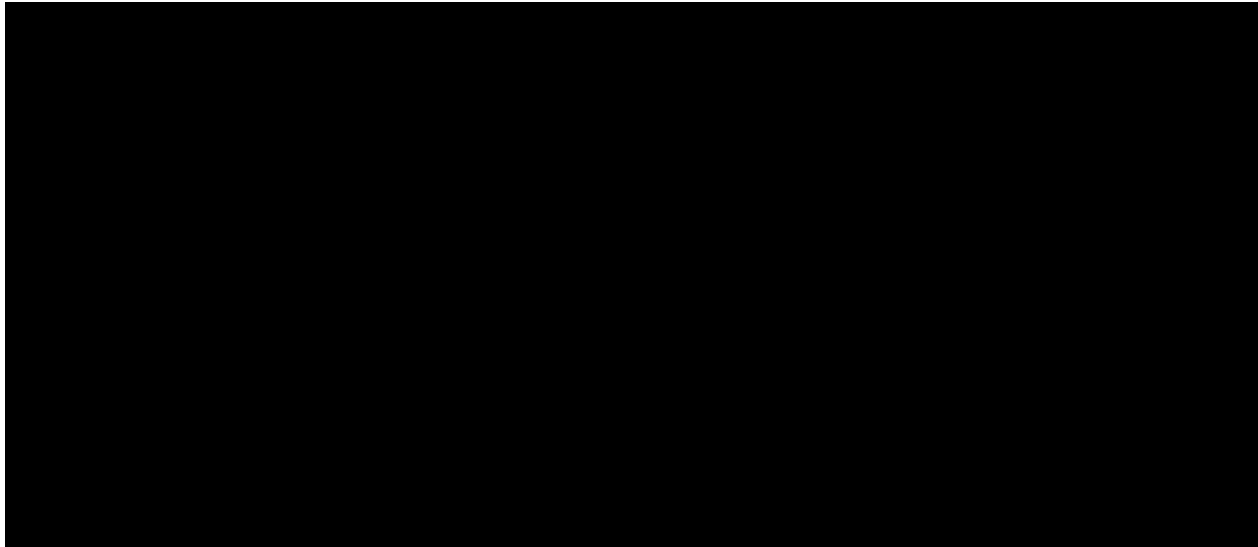
On other points raised in your email:

*The seat moves continue to progress ahead of schedule and the reinstatement of signage is going well.*

GOOD TO HEAR

*Recognising the urgency of the situation, we have discussed your email and we still consider our offer (which was set out in an email yesterday, and for ease of reference the key elements of*

which are set out below), to be a fair one and so we see no reason to change the offer.



b) *The signage on the Pitch-Side Static boards are available to WHU, for Betway branding in the format displayed last season, for 2 seasons at a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season) – if there is to be a deal, we should do a deal; a deal that sees us go to court regardless adds little value (for either of us).*

WE HAVE SAID THAT WE DO NOT ACCEPT YOUR VALUATION AT [REDACTED]. WE HAVE OFFERED TO MEET TO DISCUSS THE VALUATION. OUR CONCERN IS THAT THIS DISCUSSION SHOULD HAVE BEEN TAKING PLACE MONTHS AGO. IT WAS THE [REDACTED] LETTER OF 17 AUGUST (WEEKS BEFORE OUR OPENING MATCH) WHICH PROMPTED THIS DIALOGUE BECAUSE IT WAS NOT UNTIL THAT LETTER E20 HAD INDICATED THAT OUR SIGNAGE RIGHTS WOULD NOT BE REINSTATED, AS PROMISED.

THERE IS NO DEAL TO BE DONE AT [REDACTED]. IF YOU ARE FLEXIBLE ON THE VALUATION, THERE MIGHT BE A DEAL.

WE HAVE PROPOSED AN INTERIM ARRANGEMENT WHILE THE MATTER IS RESOLVED IN COURT. THIS HAS THE ADVANTAGE FOR YOU THAT IT PROVIDES INCOME – THE CLEAN STADIUM LOGO DOES NOT GENERATE CASH FOR YOU AND IF YOU PUT UP ANY COMMERCIAL BRANDING WE WILL SEEK AN ACCOUNT FROM E20 ON THE BASIS THAT YOU WILL BE EXPLOITING OUR RIGHTS TO THE LOGOS AND DECALS

c) *The WHU Honours may be installed on the Mid-Tier, in the format displayed last season but with no commercial branding, for a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season) – we are agreed on this; but, for us, this consent would be for one Football Season only/ at a time, so the initial consent to expire as at 31 May 2018. This flexibility is important for us/ both of us, given that we have SNRPS discussions to have from time to time, and you have renewals/ changes in your commercial partner from time to time; that said (and as I said yesterday) obviously this can be renewed each year if we both agree – which I think we would both hope/ expect to be non-controversial as we go forward together).*

SEE ABOVE



*To avoid any misunderstandings the E20 team and contractors are under clear instruction that no work will be carried out until the requisite contract documentation is agreed and signed. ICON have confirmed that if the West Ham honours and Betway signage is to be installed before your first home game then E20 need to instruct ICON on that by Wednesday 30<sup>th</sup> August 2017 at midday.*

ICON IS YOUR SUBCONTACTOR NOT OURS – WE CANNOT INSTRUCT THEM. IT SEEMS TO ME THAT YOU HAVE INSTRUCTED THEM TO TAKE A COURSE OF ACTION WHICH WILL PROBABLY RESULT IN YOU BREACHING THE TERMS OF THE CA.

Regards [REDACTED]

PA [REDACTED]

---

**From:** Alan Fort <alanfort@e20stadium.com>

**Date:** Friday, 25 August 2017 at 16:51

**To:** [REDACTED] <[REDACTED]>

**Cc:** [REDACTED] <[REDACTED]@westhamunited.co.uk>, Alan Skewis <AlanSkewis@e20stadium.com>

**Subject:** Follow Up

Dear [REDACTED]

Thank you for your email:

You will (by Gateley, by a letter from Gowling) receive the draft consent letter for the honours this afternoon which is on the terms set out in point c) below.

The seat moves continue to progress ahead of schedule and the reinstatement of signage is going well.

Recognising the urgency of the situation, we have discussed your email and we still consider our offer (which was set out in an email yesterday, and for ease of reference the key elements of which are set out below), to be a fair one and so we see no reason to change the offer.

a) [REDACTED]

b) The signage on the Pitch-Side Static boards are available to WHU, for Betway branding in the format displayed last season, for 2 seasons at a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season) – if there is to be a deal, we should do a deal; a deal that sees us go to court regardless adds little value (for either of us).

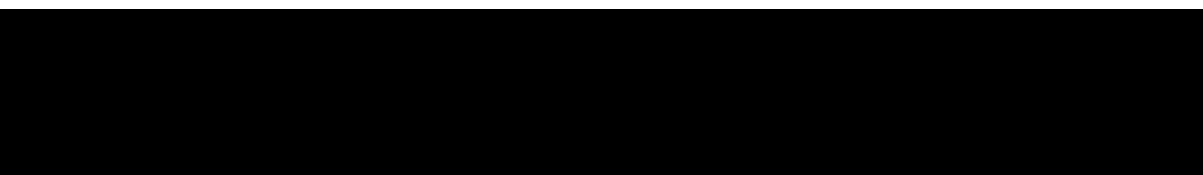
c) The WHU Honours may be installed on the Mid-Tier, in the format displayed last season but with no commercial branding, for a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season) – we are agreed on this; but, for us, this consent would be for one Football Season only/ at a time, so

the initial consent to expire as at 31 May 2018. This flexibility is important for us/ both of us, given that we have SNRPS discussions to have from time to time, and you have renewals/ changes in your commercial partner from time to time; that said (and as I said yesterday) obviously this can be renewed each year if we both agree – which I think we would both hope/ expect to be non-controversial as we go forward together).

To avoid any misunderstandings the E20 team and contractors are under clear instruction that no work will be carried out until the requisite contract documentation is agreed and signed. ICON have confirmed that if the West Ham honours and Betway signage is to be installed before your first home game then E20 need to instruct ICON on that by Wednesday 30<sup>th</sup> August 2017 at midday.

In respect of your email it is worth making a number of observations

Track Cover: The proposed installation is a WHU alternative design.



Interim Deal: Given both parties challenges, I think that we need clarity not an agreement not to agree. As I have consistently stated to put clarity into our valued relationship, if there is no signed agreement then we will not give instruction.

I must emphasise that we do not wish to resolve things in court, but there appears to be a significant difference in our understanding of the contract. In these unfortunate circumstances there often is no option but to resort to the court to seek guidance. That said, I remain hopeful and committed (and it is my preference, if we can) to seek and agree a commercial resolution with you – by the way, on these and indeed all outstanding issues.

WHU are very important to us and we wish them every success. We will (again, as I said yesterday) involve you as our primary concessionaire in the Vision and Strategy of the London Stadium so that we create a coherent, transparent way forward for all parties.

As always I am available to meet to discuss this matter.

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

Level 10  
1 Stratford Place, Montfichet Road  
London  
E20 1EJ

DDI: 0203 288 [REDACTED]

Mobile: [REDACTED]

Email: [alanfort@e20stadium.com](mailto:alanfort@e20stadium.com)

Website: [www.QueenElizabethOlympicPark.co.uk](http://www.QueenElizabethOlympicPark.co.uk)



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**From:** [REDACTED]  
**To:** [Alan Fort](#); [Alan Skewis](#)  
**Cc:** [REDACTED]  
**Subject:** Re: Response to your proposal  
**Date:** 25 August 2017 11:52:02

---

WITHOUT PREJUDICE SAVE AS TO COSTS  
SUBJECT TO CONTRACT COMMERCIAL IN CONFIDENCE

Dear Alan,

These are the terms we can accept:

1. We will agree to pay [REDACTED] per season for the mid-tier honours rights for the remainder of the Concessionaire Agreement – we do not believe that we are liable to make this payment, but we will do so as a gesture of goodwill. We do not expect any intervention from E20 in this regard.
2. On the track cover, we will live with your design specification and we will procure and install the track cover at our cost.

Please confirm agreement on 1. and 2. above.

With regard to the Betway branded logos and decals, we think that your valuation is way off the mark. We suggest that we meet at the earliest opportunity (as you suggest) to seek resolution.

[REDACTED] If we do not reach an agreed outcome, this will just have to go to legal determination as you have indicated seems to be your preference. However, in the spirit of working positively as you propose it seems clear to me that we both need to do an interim deal on [REDACTED] while the legal process is resolved to avoid unnecessary scrutiny/media attention and damaging the relationship with the Club's principal partner which in turn would just deteriorate ours further. If we are successful in court, we will expect to recover any money we pay you. If you are successful then you get to keep the money. This will minimise the compensation the successful party must pay and allow some business continuity. It also means that you will receive income from [REDACTED] – there is of course no income due to you from the Clean Stadium Logo.

Finally we said we had no interest in buying the other rights as we already have a stake in them – you have not offered us to apply signage or branding. But we will now do so.

[REDACTED]  
[REDACTED]

Regards

[REDACTED]  
[REDACTED]  
PA [REDACTED]



---

**From:** Alan Fort <alanfort@e20stadium.com>  
**Date:** Thursday, 24 August 2017 at 14:11  
**To:** [REDACTED] <[REDACTED]>  
**Cc:** [REDACTED] <[REDACTED]@westhamunited.co.uk>, Alan Skewis <AlanSkewis@e20stadium.com>  
**Subject:** Response to your proposal

WITHOUT PREJUDICE/ SUBJECT TO CONTRACT

Dear [REDACTED]

Thank you for your email.

Apologies I couldn't respond yesterday but I was in meetings until late and so was unable to discuss our position with the team.

[REDACTED]

[REDACTED]

- a) [REDACTED]
- b) The signage on the Pitch-Side Static boards are available to WHU, for Betway branding in the format displayed last season, for 2 seasons at a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season).
- c) The WHU Honours may be installed on the Mid-Tier, in the format displayed last season but with no commercial branding, for a fee of [REDACTED] plus VAT per season (which would be payable at the start of each season) – this consent for one Football Season only, so to expire as at 31 May 2018 (but obviously can be renewed if we both agree – which I think we would both hope/ expect to be non-controversial as we go forward together).

To avoid any misunderstandings the E20 team and contractors are under clear instruction that no work will be carried out until the requisite contract documentation is agreed and signed.

I am talking to the contractor at midday on Friday to confirm final instruction for signage.

As requested, I am happy to meet with you to discuss/ agree this solution.

Thank you also for confirming the areas of the Stadium in which WHU has no interest and to which it does not wish to apply signage or branding (or ask to do so). That informs me on what E20 can/ should now dress, and can offer as part of a separate secondary rights package to third parties.

I will send you some diagrams of the Stadium to show you where we are putting LS logo signage to improve the image of the Stadium.

We wish to work with WHU in a constructive and positive way so I need to focus the team on developing a Vision and Strategy for the Stadium in the coming months. Once we have agreed a process we will actively involve you in the process. Out of this will come a more holistic approach to working together to build a great future for the Stadium together.

We reviewed the seat move progress yesterday and that continues ahead of schedule as does the reinstatement of signage. Hopefully you will be pleased with the Stadium in our walk round next week.

I was pleased to see the WHU result last night and we all hope that your season goes from strength to strength.

Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

Level 10  
1 Stratford Place, Montfichet Road  
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E20 1EJ

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Email: [alanfort@e20stadium.com](mailto:alanfort@e20stadium.com)  
Website: [www.QueenElizabethOlympicPark.co.uk](http://www.QueenElizabethOlympicPark.co.uk)



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From: [Alan Fort](#)  
To: [REDACTED]  
Cc: [REDACTED]@westhamunited.co.uk; [Alan Skewis](#)  
Subject: Follow Up to meeting and emails  
Date: 17 August 2017 14:44:03  
Attachments: [WHU Proposal re selected rights.pdf](#)

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Dear [REDACTED]

Thank you for your time on Monday and the follow up emails.

We recognise that WHU are an important part of the future of the stadium and it is our intent to have a satisfied and happy concessionaire in WHU.

The first year of any new venture can be fraught as we learn in a practical sense what the contracts mean and learn to live with each other. As a very successful businesswoman, you will understand that we need to clarify the exact meaning/intent of the contract and it is not unusual for both parties to have different views which need to be tested in court or preferably mutually agreed post contract signing. I see the current court actions as a necessary process to clarify the contract where we have not been able to agree things. The sooner we clarify any points of difference both existing ones, or indeed any in the future (but let us hope that there may now be less of those), the sooner we can focus totally on a mutually beneficial future.

In terms of our approach we will endeavour to speak to WHU with one voice so you can have confidence that conversations will convert to actions, and where they can't we will be clear with you as to why not. As I alluded to at the meeting, the Members agree that this is necessary and we are in the process of agreeing the solution. We will write to you to confirm when we have agreement.

Dealing with your second email first:

Point 1:

We are happy to confirm that the pitch will be in fit and proper condition. The seat moves do not impact the pitch.

The programme long stop date is for the West, North and South stand to be in Football Mode by 1<sup>st</sup> September.

The programme long stop date is for the East stand to be in Football Mode, and upgraded - as we want to make the fixings permanent - is 6<sup>th</sup> September.

I suggest we meet with you early next week, if convenient, and each week thereafter to update you on progress and any issues.

We are currently working through various options to improve the efficiency of the movement of seats between the various Modes. The objective is to reduce both the time taken and the number of moves to give confidence to concessionaires and other users of the stadium that the stadium will be fit for that particular mode. We will share with you our thoughts as they develop.

Point 2:

We have produced a document which shows the timing of the reinstatement of the permitted WHU signage and branding, and responsibility for costs. This is being sent to

[REDACTED]

Please note that this applies to all permitted signage and branding. Having read the historic correspondence, you will be aware, from prior communications with Ian, and from our lawyers to yours, that E20 considers that certain signage and branding placed last season is not within the Concession Agreement – in particular, the Betway branding on the mid-tier and the Pitch-Side Static Signage.

Recognising that we know you wish to preserve the signage and branding as it was last year, the non-permitted Betway branding is largely included in the revised proposal below for a selection of rights and are realistically priced.

Point 3:

I would suggest that we arrange for LS 185 to put together a full itinerary to cover points 3a. to 3d. on 29<sup>th</sup> or 30<sup>th</sup> August, if convenient to you, to ensure we identify issues and discuss between us how we might resolve them.

Point 4:

We recognise that your contract is with E20 and that we are responsible for its delivery, even if we delegate to LS 185. I would suggest we agree a time to meet each week so we can identify any issues and report back to each other on proposed actions.

Turning to email 1

There are three key issues

- a) Pitch Surround
- b) Lower Static Boards
- c) Counter proposal on rights

a) and b) Pitch Surround and Lower Static Boards

I have read the correspondence on rights and on these particular issues I understand why the Pitch Surround is an important issue for WHU.

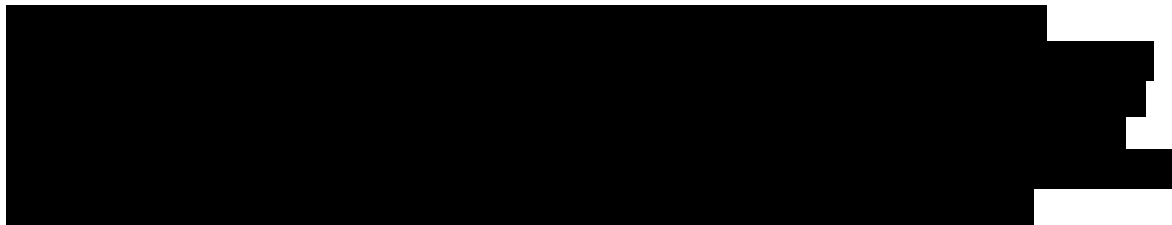
[REDACTED]

[REDACTED]

c) Counter Proposal on Rights

[REDACTED]





It is obvious that we have a sub optimal situation on rights from which we both suffer and it is something that we need to resolve. We are discussing with a more assertive agency how we can make potential sponsors/advertisers aware of the space and rights which are available.

I look forward to working with you to resolve outstanding matters and ensuring a happy home for WHU at the London stadium in the future.

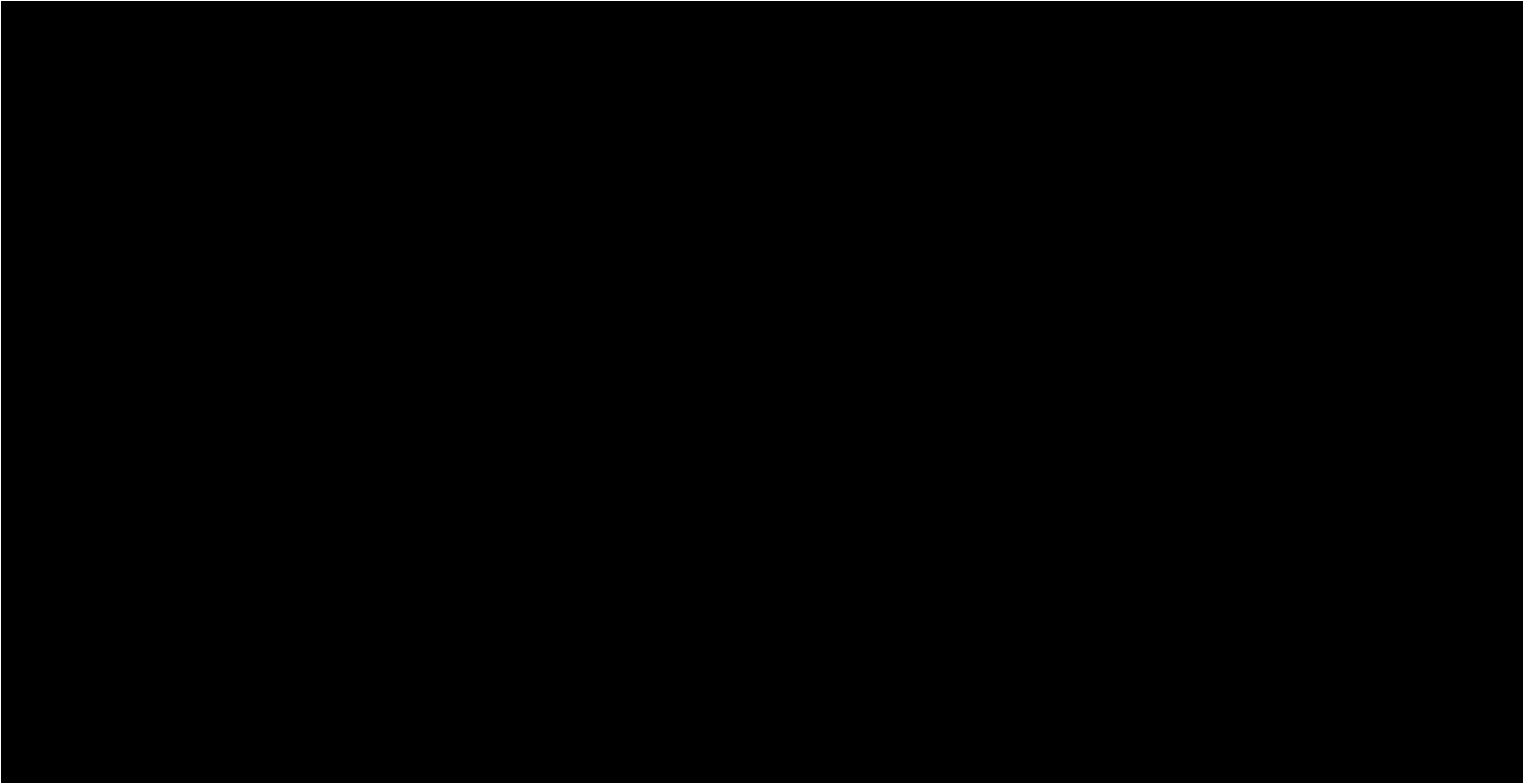
Sincerely

**Alan Fort**  
**Consultant**  
**E20 Stadium LLP**  
**Queen Elizabeth Olympic Park**

Level 10  
1 Stratford Place, Montfichet Road  
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E20 1EJ

DDI: 0203 288 [REDACTED]  
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Email: [alanfort@e20stadium.com](mailto:alanfort@e20stadium.com)  
Website: [www.QueenElizabethOlympicPark.co.uk](http://www.QueenElizabethOlympicPark.co.uk)





**From:** [Alan Skewis](#)  
**To:** [REDACTED]  
**Cc:** [REDACTED]; [David Goldstone](#)  
**Subject:** RE: from Karren Brady  
**Date:** 13 July 2017 14:44:35

---

Dear [REDACTED]

I am writing following your recent email to me of the 5<sup>th</sup> July 2017, and related correspondence with David Goldstone on the 10<sup>th</sup> July. David will respond independently.

Your offer to avoid incurring legal costs by resolving a number of matters is welcome, although somewhat in contrast to the various legal letters we have received from the club in the last week.

We are considering the points in your letter, and will return to you in the coming days having fully considered all matters and how we move them forward.

Given this context I will not cover the detail of the issues raised, other than to record that:

- We do not agree with assertions and statements made in your emails.
- We refute your stated opinions about E20 staff. E20 are seeking to implement the concession agreement with the club.
- We agree that the concession agreement is the reference document we should use. However, we clearly disagree on the interpretation of the concession agreement in a number of instances.

In the meantime we will, like WHU, robustly defend our legal position.

ALAN

---

**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** 05 July 2017 11:10  
**To:** Alan Skewis  
**Cc:** [REDACTED]  
**Subject:** from [REDACTED]

Dear Alan

Thank you for your letter of Friday 23rd June 2017.

The context of my letters to Nicky in her capacity as E20 Chair was Nicky reaching out to me to explore a different approach to the relationship between E20 and West Ham United. As is clear from my letters, I needed to understand whether E20's position is more accurately reflected in the letters we have seen from your lawyers or Nicky's conciliatory approach. It is clear from your letter that E20's position is more aligned to the legal correspondence.

Indeed, your letter appears to have been written for you by lawyers. There is no merit in regurgitating the position taken by E20 by your legal team - we know what your lawyers are saying in support of your position. Nicky floated the idea that there could be a different way to approach the matters in dispute. We are still waiting to hear any details in this regard. Your letter takes us no further forward.

I am not interested in litigating these issues through correspondence. We have each instructed lawyers to resolve these matters and it is not appropriate for you and I to touch upon the substance of matters which are now before the courts and/or expert determination.

What we can consider between us is the question: how did we get to this position? We can also consider the question: what are we going to do about it?

As with all disputes, there are two sides to the story.

Our story begins in 2010 when we originally responded to OPLC/LLDC's invitation to tender for use of the Stadium after the Olympics had closed in 2012. We worked with London Borough of Newham and incurred considerable costs in tendering for the Stadium, only for that competitive tender to collapse under the weight of a legal challenge. We were not able to recover the wasted costs in relation to that bid even though the reason that tender failed was the fault of OPLC/LLDC's team.

Subsequently, we submitted winning tender in a second procurement process. The outcome of such competitive tender is the Concession Agreement, a document drafted and controlled by LLDC's lawyers with limited scope for negotiation.

We were presented with a form of contract, your form of contract and we had to make the best of it. West Ham United has consistently expressed its enthusiasm, and buy-in for the vision of the Stadium as a multi-use venue with the football club as the anchor tenant, underwriting the commercial viability of the Stadium as a commercial operation.

West Ham United took a massive risk in relocating to the Stadium. We did not have to make the move. We saw the potential and we backed our judgement.

It is clear that E20's financial model is in distress, largely due to the seating solution operating in excess of budget and the abject failure to identify and conclude a deal with a naming rights sponsor. These are not failings that can be blamed on West Ham United.

All we are seeking is for E20 to stand by the deal that was set out in the Concession Agreement. E20, on the other hand, is trying to rewrite the Concession Agreement for its own purposes. In effect, you have decided that the CA is not as good a deal for E20 as you had intended and you are trying to extract more money from West Ham United, your anchor tenant over 99 years and your best source of revenue week in and week out.

West Ham United wants nothing more than our rights under the Concession Agreement. E20 is seeking to derive more from the contract than that to which you are entitled. We want the courts to uphold our rights - with no extra benefits for us - whereas E20 is trying to place strained constructions on the CA to pressurise West Ham United into paying more than we are obliged to do.

E20 has set out to renege on the CA and restrict revenue generating opportunities at the Stadium, presumably in the hope (a vain hope) that West Ham United will cave in and accede to your demands for extra cash. Surely by now it has become apparent to E20 that we are not going to roll over and allow our public sector landlord to extort more cash from us than you are entitled to, especially when we can see you burning taxpayer's cash on lawyers rather than invest the same money in the Stadium infrastructure which would be an investment that will yield a return.

We are sanguine insofar as there is often some tension between landlords and tenants over a 99 year term albeit these tensions are usually resolved without recourse to the courts. We are very concerned that, having reached agreement as to the terms of the CA, from the moment we relocated E20 has been taking every opportunity to work around the agreed position and, instead, impose upon us a different commercial model.

My supporters simply cannot continue to suffer as a result of E20's actions. In effect, you are chancing your arm to see if you can coerce the anchor tenant at the Stadium to bypass the agreed terms under the CA so as to generate income for E20 in order to make good the shortfall in revenue from E20's failure to appoint a naming rights partner and E20's inability to control the costs of transforming the Stadium from Football Mode to Athletics Mode and back again.

These issues have now been going on for in most cases some years now and the even those which are more recent now all date back over a year given our strenuous efforts to agree them ahead of our move in August 2016 to enable us all to begin life in our new home in a positive and forward looking fashion.

We have now met with a series of E20 Chairs including David Thomas and his successor David Edmunds, both of whom we could do business with - reaching firm agreements in respect of some of the issues only for those decisions to be reversed ( we are yet to understand by who or why).

[REDACTED]





When I take a step back and review the issues that are currently being handled by the lawyers, I am astounded. You were in the negotiations when the vision for the Stadium was being discussed. Everyone around the table envisioned a 60,000 seater Stadium with world class hospitality and facilities. True, it had to be a vision because at that time the seating solution and the roof solution had not been implemented. Nevertheless, you know as well as we know that what was not offered to West Ham United was a 53,500 seater Stadium with sub-standard operation and facilities.

Now to take your points in turn.

1. Expert Determination

You tell me that E20 is committed to finding an appropriate expert and determining the issues in good time. The manner in which the Expert Determination has been handled by E20 tells a different story. You give the impression of playing for time. If I am not correct in this assessment, then please prove me wrong

The Club has been driving this matter forward, so please let's get on and appoint an expert and get these matters concluded quickly for everyone's benefit.

We remain firmly of the view that this should not have been necessary. These issues really are very clear and should be simply resolved.

We have never sought to make life difficult for E20 but we have reached a stage where as a result of your actions, we are suffering serious relationship issues with some of our life long customers many of which have taken years of investment to establish trust and build up respect.

We have been seeking to resolve these matters for well over a year. West Ham United is not asking for anything that is not offered by other Premier clubs at their stadia - draught beer, Sky Sports on the TV and hostesses to show customers to their tables in the hospitality areas. We are only asking for something that we already pay for.

**Draft Beer**

I think I feel this one rather personally Alan not least because I sat in a meeting with you in January of this year and you committed to me that you would resolve this in at least the Boleyn and the Forge (the two bar only areas of greatest need) over the closed season. I specifically and clearly asked you if we had your personal assurance as this is something we needed to communicate to our fans and you agreed we could. I had at that point considered the matter to be closed and assumed we would work together to roll this out into the more premium lounges over the course of the 2017/18 season.

Again given your current financial predicament it baffles me, given that E20 is the beneficiary of the pourage income, that you would continue to drag your heels and would not seek to implement this as a matter of urgency to maximise your revenue opportunity. I am sure you have done the business model – I for sure, am acutely aware of just how much income you, and the caterers are losing as a

result of this. My strong belief is that we are missing a clear opportunity to roll out a model that includes draft beer throughout the park on matchday and this needs to be resolved ASAP to avoid the opportunity cost of ceasing to capitalise on the warm months at the start of the season.

**Sky TV** - this can be found at any Premier League Club in the county. You willingly accepted our annual payment of £150,000 per year for the service and at no point did you suggest you would then decide not to show it.

In respect of **the hostesses** your position that no-one is required to control access to the lounges beggars belief. Notwithstanding the fact that we both agreed this initially and your position only changed well into the season (October 2016 – presumably when your financial issues became of growing concern) I am advised that you employ hostesses for your own events – most recently the summer concerts.

## 2. **60,000 Capacity**

I am not going to rehearse legal arguments.

I object to your description of ‘additional capacity’ in your letter. This is characteristic of E20’s approach to date, attempting to rewrite the CA by inventing concepts such as additional capacity and pitch side static signage which quite clearly do not feature under the terms of the CA.

The words used in your letter are revealing: “E20 retain the position that WHU should pay a commercial rate for any capacity over 53,500.” I know what your position is, it’s just that your position is not what we agreed in the CA. It is a position that you may wish you had agreed, but all of us who were involved in the negotiation including you, Greg Smith and Kim Bromley-Derry know that E20 has invented a position which you are seeking to retain.

While the legal dispute is on-going, there is no reason at all why the decision to apply for a safety certificate for 60,000 spectators at our matches cannot be advanced.

It was always our joint intention that we would open in August 2016 to a 60,000 Stadium. You will remember you clearly stated this when you announced that you had chosen us as anchor concessionaire in 2013. You have blocked application for a certificate in excess of 57,000 for the entire 2016-17 season. You have cited various justifications for this stance, most recently relying upon certain unspecified safety concerns away from the Stadium. There is no question that we share your concern as to the safety of spectators, but whatever concerns you may have (real or illusory) need to be aired and addressed and resolved.

In the absence of specific, supported safety concerns, it appears to us that E20’s motivation for obstructing application for 60,000 attendances at our matches is because you are using this as a tactic to pressure us into agreeing to pay (twice) for seats over 53,500 . In doing so you are denying Newham the community ticketing option by taking this approach and you are costing the taxpayer considerable amounts of VAT on ticket sales and F&B.

## 3. **Fanstallation**

Alan this is among one of the most disappointing issues that we are in dispute about. We have already offered and indeed agreed with you a revenue share model. Contrary to our agreement you then demanded more rent, which we are not going to agree having settled on an agreed position based on a peppercorn rent (as drafted in the form of lease which your lawyers prepared.) Your response has been to threaten to bulldoze the Fanstallation.

Angus Kinnear’s clear position is that you and he clearly agreed the revenue share model that we remain willing to sign. I understand this agreement is clear from the emails between you dating back to last June. To suggest you didn’t give us permission to install the stones beggars belief. This scheme was always advanced with your full knowledge. How on earth could we have agreed installation dates with you without your full buy in? Our position is clearly documented in the legal correspondence so I see no need to repeat it.

We did not proceed to install the Fanstallation in the absence of an agreement. Agreement was reached and your statement is belied by the fact that you presented us with a form of lease recording that which was originally agreed.

We have not, as you state, continued to market the stones. Angus explained that we have ceased to do this in his email to Martin Gaunt in November of last year. In fact quite the opposite as we have

regularly represented to you in our appeals to install the remaining 1200 stones already sold with your full knowledge, the relationship with our supporters and reputationally has been severely damaged by the fact that you have not allowed us to install them.

My team have already had to work hard to keep negative stories out of the press but many have appeared which are damaging to us both in the local press and on fansites. We have already issued hundreds of refunds at a significant loss given that the stones have already been purchased. As you are aware, at this point you could invoice us the agreed rate of £12,000 for these stones and we could move forward and proceed to jointly market the rest of the scheme and generate some revenue.

There is no reason why with confirmed installation dates and effective marketing - which we fully commit to do on your behalf - that the scheme cannot be profitable for you and for our part we would fulfil our commitment to those that have purchased these stones, often of great sentimental significance and in memorial of loved ones. For West Ham this has always been an initiative to enhance a feeling of belonging and ownership for our supporters – the strategy has never been driven by a desire to make a profit.

In addition, should the statue move at a later date as was originally intended, there is no reason why the scheme cannot enhance the area and generate a profit for us both.

If this cannot be agreed over the summer our plan is to fully refund the 1200 stones that you are not allowing us to install at significant financial and reputational loss to the Club.

I feel it would be inappropriate to comment on your threats to remove the existing stones and you do so at your own risk.

**4. Claret Pitch Surround:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

5. **Seat moves in 2017 and Cricket World Cup**

Alan I have chosen to address these issues together as they are inextricably linked. I have to say the attempt to suggest in this correspondence that our first game is on the 9th September clearly belies the issues and is just so damaging to the relationship.

Our first game is not on the 9th of September. We requested a reverse on the fixture, because you informed us at the E20 Board meeting that you were breaching the CA and that the stadium would not be in football mode by 25th August. You may be aware your Non-Executive Director actually said he did not care about decisions made years ago and the decision had been taken to breach the agreement.

Throughout this process you have left us entirely in limbo with no information or communication whatsoever in terms of when the seats would be returned to football mode.

We are a Premier League football Club operating at the highest level and we can simply cannot continue a relationship in this vain. I understand also that at the recent Event Calendar meeting that British Athletics made representations to hold a Diamond League event on the final weekend of July 2018. Of course in the coming season we enjoy the full protection of the Overriding Priority Principal however yet again we remain with no level of certainty as to how you propose to resolve this matter with British athletics, but we will have to insist you honour the CA with us.

I do however appreciate your confirmation that the seats will be in full football mode by 9th September. This however comes at significant loss and additional cost to the Club and doesn't resolve the matter for us in the event we are expected to play a Cup game ahead of this date. We simply cannot continue to operate in an environment where you hold no regard for your contractual obligations to us and we are continually left trying to explain this to our supporters. This is reputationally and materially damaging to the Club.

These matters are linked to our concerns regarding summer events that you propose take place at the Stadium in the future.

West Ham United are fully committed to working with you to maximise the opportunity afforded by the Stadium and to fulfilling the vision of a truly being multi-purpose, world-class venue successfully hosting a full summer (and indeed year round) programme of activity.

This is very difficult in the current context of events being agreed with no consideration for West Ham's contractual rights in terms of having certainty that these events will not impact on our matches.

Until your letter last Friday despite numerous attempts we have had no communication whatsoever as to when we could expect the Stadium to be returned to full football mode and the same applies to next summer.

In addition the reports you have given us vary from those we have received from others who are privy to the negotiations hence our requests for full transparency.

In any case we will now await your official representations to us which you suggest are forthcoming.

In closing we fully agree that we need a more positive relationship. We also need to know who we can liaise with that has the authority to consider these issues in the round and make decisions.

As above our current experience remains that individuals attend meetings and reach agreement only for those agreements to be taken back and put through various myopic lens's that do not consider the 360 nature of each situation. In many instances firm agreements have been reneged upon.

We too want to find a new way of working but we do need to know who to speak to take this forward.

As you know we offered to add the matter of our 99 year relationship to the E20 Board meeting

agenda (as it has been agreed is within our ability to do) and to attend to discuss the matters contained herein, only to be advised that the agenda was full and we were not permitted to attend.

I'm sure you can appreciate that this only serves to fuel the perception that the organisation lacks leadership and is seemingly faceless and does not wish to resolve matters.

I am due to meet with the new Chair of LLDC Peter Hendy and remain optimistic that he can bring new leadership and perspective to discussions but in the meantime as always I remain open to discussions to move the relationship forward. We are also committed to doing so, and settling all matters, whether through legal or preferably any other routes available to us.

[REDACTED]

I re-state my firm belief that despite everything we have been through that the relationship, with the right leadership and strong commitment to its success, can be rejuvenated.

Together we can deliver our original vision for both a vibrant and viable Stadium. We urge you to consider how you do this by working with us to maximise the opportunity and to attract additional partners. We have so much to offer. The relationship has so much potential to grow and in turn our, and more significantly, your revenues. We know the Stadium's fortunes are capable of being completely turned around and how to do it.

We are also open to discussions but we cannot do this through threats and attempts to re-write an agreement that was signed four years ago and is watertight.

Regards

[REDACTED]

[REDACTED]

**From:** [REDACTED]  
**To:** [REDACTED]@e20stadium.com  
**Cc:** [Ian Bright](#); [REDACTED]  
**Subject:** Official request re track cover  
**Date:** 23 June 2017 17:12:35  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Hi [REDACTED]

Great – thank you [REDACTED] – this is greatly appreciated.

We look forward to meeting you at 14.30 here at the Stadium on Tuesday to discuss the track cover.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

I hope the meeting will be constructive. I repeat that it really is a simple request for footballing reasons so I hope we can reach a solution (which we know will also save you a sizable amount of money) rather than add this to the list of issues that are being deal with by our respective lawyers.

As always I come optimistic that this simple request can be met and in doing so save you a significant amount of money!

Best as always

[REDACTED]

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**From:** [REDACTED] [[mailto:\[REDACTED\]@e20stadium.com](mailto:[REDACTED]@e20stadium.com)]  
**Sent:** 21 June 2017 13:37  
**To:** [REDACTED] <[\[REDACTED\]@westhamunited.co.uk](mailto:[REDACTED]@westhamunited.co.uk)>  
**Cc:** [REDACTED] <[\[REDACTED\]@westhamunited.co.uk](mailto:[REDACTED]@westhamunited.co.uk)>; Ian Bright <[IanBright@londonlegacy.co.uk](mailto:IanBright@londonlegacy.co.uk)>  
**Subject:** RE: Official request re track cover

Dear [REDACTED]

Thanks for your note.

Although E20 do not believe that the CA provides West Ham with any right to apply a pitch surround, we are, of course, willing to meet and discuss your request.

Ian Bright and I are available on the following days, next week:



[Redacted text block]

[Redacted text block]

[Redacted text block]



[REDACTED]

Best regards,

[REDACTED]

[REDACTED]  
E: [REDACTED]@westhamunited.co.uk | T: [REDACTED] | M: [REDACTED]

**West Ham United**

[whufc.com](http://whufc.com)

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Re: London Stadium Pitch Surround  
**Date:** 05 June 2017 16:15:52  
**Attachments:** [image001.png](#)

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Further to the below, here is an initial mock-up of pitch surround look.

Thanks

[REDACTED]



[REDACTED]  
[REDACTED]

**T:** [REDACTED]

**M:** [REDACTED]

[www.whufc.com](http://www.whufc.com)

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**From:** [REDACTED] <[REDACTED]@westhamunited.co.uk>  
**Date:** Monday, 5 June 2017 at 14:28  
**To:** [REDACTED] <[REDACTED]@e20stadium.com>  
**Subject:** Re: London Stadium Pitch Surround

I think removal/reinstatement, at the most, would be 48 hours. At the moment, we're being quoted on 24 hour install so removal shouldn't be any longer.

Friday is good for me, I'm at the stadium all day.

Thanks

[REDACTED]

[REDACTED]  
[REDACTED]

T: [REDACTED]  
M: [REDACTED]

[www.whufc.com](http://www.whufc.com)

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**From:** [REDACTED] <[REDACTED]@e20stadium.com>

**Date:** Monday, 5 June 2017 at 14:18

**To:** [REDACTED] <[REDACTED]@westhamunited.co.uk>

**Subject:** RE: London Stadium Pitch Surround

[REDACTED]

Thanks for this.

I think we'd require assurances concerning the removal and reinstatement prior to granting approval on this, so pleasing that you're willing to discuss with LS185. I suggest we meet with LS185 to get this moving asap. I'm waiting to hear back from them re. availability, but are you free anytime on Friday?

Regards

[REDACTED]

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**From:** [REDACTED] [mailto:[REDACTED]@westhamunited.co.uk]

**Sent:** 05 June 2017 13:00

**To:** [REDACTED]

**Subject:** FW: London Stadium Pitch Surround

Hi [REDACTED]

Please see response below.

Happy to chat through on the phone or face to face if easier?

Thanks,

[REDACTED]

[REDACTED]  
[REDACTED]

T: [REDACTED]  
M: [REDACTED]

[www.whufc.com](http://www.whufc.com)

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**From:** [REDACTED] <[REDACTED]@e20stadium.com>

**Date:** Friday, 2 June 2017 at 11:24

**To:** [REDACTED] <[REDACTED]@westhamunited.co.uk>

**Subject:** RE: London Stadium Pitch Surround

Hi [REDACTED]

Before E20 can grant consent on this, I do need some further detail.

In particular, we are keen to understand the technical specification of the proposed material under consideration. Can you therefore, please provide detail on the following. I've tried to explain our rationale to each question for context:

- 1) Proposed method of fixing to surface - We are keen to understand the impact on track protection and the track itself; [REDACTED] We are still looking into this as we've not chosen our preferred carpet yet. We would hope that we don't have to tack into the protection and at most, use double sided tape to fix. If this changes I will make you/LS185 aware.
- 2) Confirmation that all of the surface will be removed, upon request, within 48hrs of the final home match and reinstalled at a date agreed with LS185 as per the agreed Event Calendar -This is vital to ensure that contractual dates can be adhered to. To this end, would WH be open to sub-contracting the removal/reinstatement to LS185? This would reduce risk all round; [REDACTED] We would aim to achieve this. Open to sub-contracting to LS185 as long as the commercials work. I agree that this would be the best solution all round.
- 3) Cleaning regime. How often, and the technical spec of the materials used - This is in order that LS185 can assess the impact on track surface and protection; [REDACTED] I would assume the cleaning regime from LS185 should be no different as per the previous season.
- 4) Thickness of product - We assume it will not create level changes at its borders, but need to be sure; [REDACTED] No more so than the previous season. We are still to chose a product. We aim to do this in the next 2 weeks.
- 5) Permeability. Is the material permeable or does water sit on the surface. – From a safety perspective we would want the material to drain although an issue has been identified where the bubble machines were located this season. In these areas the soap has created dampness within the track compound facilitating fungus growth. Probably worth a separate discussion as we need to find an alternative solution; [REDACTED] We would assume the material used is permeable, this is normal for artificial grass products
- 6) Any proposed branding – The designs provided do not indicate such, but there were issues experienced with the mid-tier this season, so I just want to check there are no branding intentions; [REDACTED] No commercial branding is intended. It is the intention that the replacement will generate aesthetic and design improvements to enhance the Stadium, given the rush to get this complete in the last close season. This greatly limited the quality of the finish and existing West Ham branding which has subsequently been frequently commented upon as you are aware. This means upgrading is intended as has been previously agreed, but we are of course more than happy to submit drawings to ensure you are comfortable ahead of submission and finally;

- 7) Where the material extends to – As you know, the Desso playing surface is surrounded by a 4G run off area which is 4 metres wide to facilitate player warm up areas and rugby run offs. This needs to be maintained and it isn't clear from your plan as to whether this is the case. ( ) The attached is a more up to date plan. It shows the 4G remaining from the previous season and just the outer material changing.

Happy to meet, if easier.

Regards

█

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**From:** █ [mailto:█@westhamunited.co.uk]

**Sent:** 30 May 2017 17:26

**To:** █

**Subject:** London Stadium Pitch Surround

Hi █

Hope you are well?

I'm writing to you regarding the pitch surround at the stadium and our plan to upgrade this for the forthcoming season.

We are still looking at designs to see what our best option are and I've included a couple of examples for your perusal. The main reason we're doing this is to improve the overall experience for our fans and also our players who are complaining that there's a lack of distinction between the playing field and surround. We also wanted to improve the quality of the cover from this current season, some of which will need to be replaced if we didn't change it, I understand you are already aware of that. The proposal also includes the laying and removing after each season, which we will assure won't take any longer than the current removal.

There is a long lead time with this product so I would appreciate it if you could come back to me by the end of the week with any comments or questions.

Thanks

█

█

█

**T:** █

**M:** █

[www.whufc.com](http://www.whufc.com)

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**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: London Stadium Pitch Surround  
**Date:** 31 May 2017 12:17:37

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Thanks [REDACTED]

I've distributed this to LS185 in order that we can provide a consolidated response. Will aim to get back to you on Friday.

In the meantime, I still do not have the definitive list of agreed 'clean' stadium inventory. I'm expecting this to be agreed this week and will let you know once it is. What is scheduled, is the removal of the marquee sign. This is due to commence on Monday (the 5<sup>th</sup>) and will remain down until the IAAF World Championships have concluded. The letters will be securely stored off site and will be reinstalled prior to your first home fixture.

Regards

[REDACTED]

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**From:** [REDACTED] [mailto:[REDACTED]@westhamunited.co.uk]  
**Sent:** 30 May 2017 17:26  
**To:** [REDACTED]  
**Subject:** London Stadium Pitch Surround

Hi [REDACTED]

Hope you are well?

I'm writing to you regarding the pitch surround at the stadium and our plan to upgrade this for the forthcoming season.

We are still looking at designs to see what our best option are and I've included a couple of examples for your perusal. The main reason we're doing this is to improve the overall experience for our fans and also our players who are complaining that there's a lack of distinction between the playing field and surround. We also wanted to improve the quality of the cover from this current season, some of which will need to be replaced if we didn't change it, I understand you are already aware of that. The proposal also includes the laying and removing after each season, which we will assure won't take any longer than the current removal.

There is a long lead time with this product so I would appreciate it if you could come back to me by the end of the week with any comments or questions.

Thanks

[REDACTED]

[REDACTED]  
[REDACTED]

**T:** [REDACTED]  
**M:** [REDACTED]