

DATED 23<sup>rd</sup> JULY 2019

**E20 STADIUM LLP**

- and -

**UK ATHLETICS LIMITED**

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**RESTATEMENT & AMENDMENT AGREEMENT**

**In respect of the UKA Access Agreement dated 17 May 2013**

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nQ legal  
8 Swan Square  
17 Swan Street  
Manchester  
M4 5JJ

THIS AGREEMENT is dated

23<sup>rd</sup> JULY

2019

## PARTIES

(1) **E20 STADIUM LLP**, a limited liability partnership incorporated under the laws of England and Wales (Registered No. OC376732) whose registered office is at Level 10, 1 Stratford Place Montfichet Road, London E20 1EJ (**Grantor**);

and

(2) **UK ATHLETICS LIMITED**, a company limited by guarantee incorporated under the laws of England and Wales (Registered No. 03686940) whose registered office is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham B42 2BE (**UKA**)

each a **Party**, and together **the Parties**.

## BACKGROUND

- (A) The Grantor and UKA are parties to an agreement dated 17 May 2013 relating to access to and use of the London Stadium (**Access Agreement**).
- (B) The Parties have agreed certain variations and amendments to the terms of the Access Agreement on the basis of inter alia the payment by E20 of a Fee.
- (C) The Parties therefore wish to amend and restate the terms of the Access Agreement and to deal with relevant ancillary matters on the terms of this Agreement.

## AGREED TERMS

### 1 DEFINITIONS AND INTERPRETATION

Words or phrases which are defined in the Access Agreement shall (unless the context otherwise requires) have the same meaning when used in this Agreement and the rules of construction referred to in the Access Agreement shall also apply to this Agreement.

### 2 RESTATEMENT AND AMENDMENT

- 2.1 The Parties have agreed to make certain changes by way of variations and amendments to the Access Agreement. The changes are set out in two versions of the Access Agreement attached hereto at Schedule 1 and Schedule 2. The version at Schedule 1 is a track changed version of

the Access Agreement and the version at Schedule 2 is a clean version of the track changed version.

2.2 With effect from the date of execution of this Agreement, the Access Agreement shall be amended and restated as set out in Schedule 2.

### **3 FEE**

3.1 In consideration for UKA agreeing to the changes to the Access Agreement, the Grantor shall pay to UKA the total sum of £400,000 plus VAT (the **Fee**), in cleared funds upon execution of this Agreement.

3.2 The Parties agree that the Fee is a one-off payment in consideration for the changes to the Access Agreement and no further sums shall be payable by the Grantor to UKA in respect thereof.

### **4 COUNTERPARTS**

This Agreement may be executed by way of counterparts, which when taken together will constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

### **5 GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### **6 JURISDICTION**

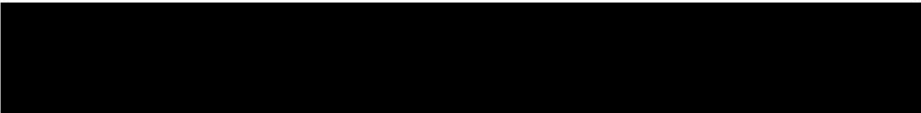
Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been executed as a deed and is delivered and takes effect on the date expressed at the beginning of it.

**EXECUTED as a deed by E20 STADIUM LLP**

acting by the following members:

Signature



Name .....

*(LYN FARMER)*

*(GERALDINE MURPHY)*

Signature.....

Name .....

**EXECUTED as a deed by UK ATHLETICS LIMITED**

acting by the following directors:

Signature.....

Name .....

Signature.....

Name .....

This Agreement has been executed as a deed and is delivered and takes effect on the date expressed at the beginning of it.

**EXECUTED as a deed by E20 STADIUM LLP**

acting by the following members:

Signature.....

Name .....

Signature.....

Name .....

**EXECUTED as a deed by UK ATHLETICS LIMITED**

acting by the [redacted] d. to

Signature....

Name .. *NIGEL HOLL*

Signat

Name ..... *JONATHAN ORR*

**UKA ACCESS AGREEMENT**

**17 MAY 2013**

**E20 STADIUM LLP  
as the Grantor**

**and**

**UK ATHLETICS LIMITED  
as UKA**

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## Signatories



**THIS AGREEMENT** is made the seventeenth day of May 2013

**BETWEEN:**

- (1) **E20 STADIUM LLP**, a limited liability partnership incorporated under the laws of England and Wales (Registered No. OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **Grantor**); and
- (2) **UK ATHLETICS LIMITED**, a company limited by guarantee incorporated under the laws of England and Wales (Registered No. 03686940) whose registered office is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham B42 2BE (**UKA**), (each a **Party**, and together the **Parties**).

**BACKGROUND:**

- (A) The Grantor, a limited liability partnership which has two members (being Stratford East Holdings Limited and LLDC), intends to grant a concession for the use of the Access Areas. It is intended that the Stadium will be transformed after the London 2012 Games to enable a lasting legacy for the Stadium.
- (B) The Grantor holds a leasehold interest in the Stadium pursuant to the Headleases. As the National Governing Body for Athletics in the UK, UKA has been granted the right of access to the Stadium to stage the Athletics Events at the Stadium.
- (C) In this Agreement, the Grantor and UKA set out their agreement in relation to the access to, and use of, the Access Areas throughout the Term (as defined in this Agreement).

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context requires otherwise, the following terms shall bear the meanings set out below:

**2017 IAAF World Championships** means the IAAF World Championships to be held in the Stadium from 5 August 2017 to, and including, 13 August 2017 which will be the subject of a specific Staging Agreement to be entered into in due course;

**2017 IPC Athletics World Championships** means the IPC Athletics World Championships to be held in the Stadium from 15 July 2017 to, and including, 23 July 2017 which will be the subject of a specific Staging Agreement to be entered in due course;

**Access Areas** means the parts of the Stadium other than the Reserved Areas;

**Additional UKA Event Days** has the meaning given to it at Clause 4.4 (Athletics Event Calendar);

**Affected Party** has the meaning given to it in Clause 27.1 (Force Majeure);

**Agreed Athletics Event Calendar** means the Stadium Dates for the duration of the Athletics Window in each Athletics Event Year as issued by UKA to the Grantor under Clause 4.4 as may be updated from time to time in accordance with Clause 4.5 (Athletics Event Calendar);

**Agreed Capacity** means a minimum of 50,000 seats for the duration of the Athletics Window;

**Agreed O&M Procedures** means the procedures setting out how the Stadium will be operated and maintained (to be agreed between the Grantor acting reasonably, and UKA acting reasonably after the date of this Agreement). If no agreement can be reached then an expert determination will take place to resolve any points in dispute with the expert directed to ensure the most effective operation and maintenance of the Stadium without a material derogation from either Party's rights and benefits under this Agreement;

**Agreement for Lease** means the agreement for lease relating to the redevelopment of the Stadium and entry into the Headlease to be entered into by the Grantor as tenant and LLDC as landlord;

**Agreement for Retail Space and/or Office Space Underlease** means any agreement, dated on or around the date of this Agreement, between the Grantor and any Concessionaires for an underlease of retail space, office space, the box office, storage space, player's lounge facilities or any other space from time to time;

**First UKA Event Weekend** has the meaning given to it at Clause 4.2 (Athletics Event Calendar)

**Anniversary Games** means the events to be staged at the Stadium during the period commencing on 26 July 2013 and ending on 28 July 2013, in accordance with a letter of agreement dated 2 April 2013 between LLDC and UKA;

**Applicable Athletics Event** means any Athletics Event taking place in the period up to July 31<sup>st</sup> 2018 which is not a Major Championship Event or an event forming part of the London Grand Prix Weekend;

**Applicable Laws** means any applicable law (whether criminal, civil or administrative), whether common law, judgment, court order, statute, statutory instrument, regulation, directive, European Community decision (insofar as legally binding), by law or treaty.

**Associated Rights** means the:

- (a) Grantor's Complimentary Ticket Rights;
- (b) Grantor's Ticket Allocation Rights;
- (c) Grantor's Media Ticket Option;
- (d) Grantor's Track-Side Signage;
- (e) Grantor's Advert Page;
- (f) Grantor's Retail Rights; and
- (g) Grantor's Executive Box Rights;

**Athlete** means any person attending the Stadium as an athlete or as a member of a team of athletes in relation to an Athletics Event;

**Athletics** means any activities taking place under the Relevant Rules or any athletics-related activities that are proposed and sanctioned by UKA from time to time;

**Athletics Access Contract(s)** means any contracts, entered into from time to time, between

the Grantor and UKA and/or an event organising committee securing access to the Stadium for Major Championship Events;

**Athletics Event** means any UKA event (including an Additional UKA Event Day activity), or any Athletics event sanctioned with a Competition Licence, to be staged at the Stadium in accordance with this Agreement;

**Athletics Event Activities** means television and/or internet and/or other technology broadcasting, cinema recording, film and video rights, mobile device messaging, still photography, community singing, engaging of bands or other media or entertainment activities in the Stadium in connection with any Agreed Athletics Event Calendar;

**Athletics Event Calendar Meetings** means the meetings organised and coordinated by the Grantor to discuss the Agreed Athletics Event Calendar, confirm the dates of any potential Athletics Events and update the Agreed Athletics Event Calendar for that year;

**Athletics Event Date** means the agreed dates and times that UKA has access to the Access Areas agreed with the Grantor to stage an Athletics Event at the Stadium in accordance with the Agreed Athletics Event Calendar;

**Athletics Event Day** means any day on which an Athletics Event is staged or held at the Stadium;

**Athletics Event Organisation Agreement** means the contract between the International Federation, the host city for an Athletics Event and the National Governing Body to stage a Major Championship Event;

**Athletics Event Programme** means any published programme which may be produced by UKA and sold or otherwise distributed to members of the public at each Athletics Event;

**Athletics Field of Play** means the facilities within the Stadium (which includes the Running Track) that are necessary for staging an Athletics Event that are shaded green and pink on the Seating Plan;

**Athletics Window** means in respect of: (i) the year 2016, the Athletics Window 2016; and (ii) in respect of each other Event Year during the Term, the period commencing on the last Friday in June and ending on 31 July or 1 August, if the 1 August in that Event Year falls on a Sunday;

**Athletics Window 2016** means the period commencing on 17 June 2016 and ending on 17 July 2016 (both dates inclusive);

**Average Net Revenue** means the average Net Revenue that UKA (or any person on its behalf) has received from the relevant Applicable Athletics Event for the three years preceding the date of this Agreement;

**Base Ticket Sale Revenue** means the revenue that UKA (or any person on its behalf) receives from the sale of Tickets in respect of the first 16,000 Tickets provided to spectators for the Applicable Athletics Event;

**Box Office** means an area that the Grantor may (in its absolute discretion) provide in the Park, where UKA may provide collection, distribution and Ticket sale services in accordance with Clause 9.4(x) (Grantor Covenants) and the Ticketing Policy and Requirements;

**Brand Conflict** means any conflict between any of UKA's Commercial Partners' brands, logos and/or trademarks in a particular sector or category and any of the Grantor's Commercial Partners' brands, logos and/or trademarks that fall in the same sector or category;

**Business Day** means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

**Caterer** means the counterparty to a Catering Contract;

**Catering Contract** means each contract entered into from time to time between the Grantor or a Grantor Party and the Caterer in relation to all refreshments, catering and ancillary services to be provided at the Stadium including without limitation the provision of alcoholic and non-alcoholic beverages;

**Championship Window** means the period commencing on 1 July 2017 and ending on 21 August 2017 or such earlier date as the Stadium is no longer required for the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships, or the relevant set-up and break- down time required;

**Change of Control** means any event or circumstance that results in UKA no longer being the National Governing Body as recognised by HM Government or the IAAF;

**Changing Rooms** means the changing rooms within the Stadium indicated as the "Changing Rooms" on Section 1 (Lower Ground Plan) of Part 1 (Stadium Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

**Clean Stadium** means the requirement that no part, property, fixture, fitting or equipment situated in the Stadium and no person working on the Island shall display, carry or incorporate any form of advertising, promotional material, branding, trade marks, logos, unofficial marks or features of any Commercial Partners or other third parties to the extent necessary for the Grantor and UKA to comply with any Staging Agreements or other arrangements applicable to the 2017 IAAF World Championships or the 2017 IPC Athletics World Championships, the Major Sporting Event or, Major Championship Event in question or any other event for which a Clean Stadium is required;

**Clean Stadium Logo** means the official trade mark or logo for the Stadium notified to UKA by the Grantor from time to time which shall not incorporate the trade marks or logos or any unofficial marks or features of any Commercial Partners or other third parties;

**Club Seat** means a seat in that area of the Stadium indicated as "Hospitality", "Hosp + Boxes", "VIP/Hospitality", "VIP/Directors", "VIP" or "Corporate Boxes" on the Seating Plan and the Stadium Plan and as set out in Schedule 4 (Ticketing Policy and Requirements) comprising of a minimum of 3,400 seats for the holders of Executive Box Tickets, VIP/Sponsor Tickets and Club Tickets;

**Club Ticket** means a ticket entitling the holder to have access to a Club Seat;

**Commencement Date** means the date falling 30 days after the Completion Date;

**Commercial Partners** means, in relation to any Party, any person appointed from time to time as a sponsor, supplier, licensee or sub-licensee or who is otherwise officially associated with events, rights and/or properties owned and/or controlled by that Party including, without limitation:

- (a) in the case of the Stadium Naming Rights Prime Sponsor, UKA, the Athletics Events or the relevant Athletics Event (as the case may be); and
- (b) in the case of the Grantor, the Reserved Naming and Association Rights and the Associated Rights;

**Commercially Sensitive Information** means the sub-set of Confidential Information listed in column 1 of Part 1 (Commercially Sensitive Contractual Provisions) and column 1 of Part 2 (Commercially Sensitive Material) of Schedule 6 (Commercially Sensitive Information), in each case for the period specified in column 2 of Part 1 (Commercially Sensitive Contractual Provisions) and Part 2 (Commercially Sensitive Material) of Schedule 6 (Commercially Sensitive Information);

**Common Parts** means footpaths, restaurants, concourses, circulation areas, snack consumption areas, staircases, escalators, ramps or lifts in or around the Stadium (or any part thereof) which are from time to time provided or intended for common use by members of the public frequenting the Stadium;

**Community Plan** means the community plan to be agreed between the Grantor and UKA (and to be included in this Agreement as Schedule 9 (Community Plan)) regarding the staging of community events (such as the Festival of Athletics) at the Stadium each Event Year and the distribution of unsold and available tickets in agreed numbers to events for distribution to residents of the London Borough of Newham and schools in the local London area;

**Community Track** means the area indicated as the "Community Track" in the Community Track Lease;

**Community Track Lease** means the lease to be entered into by the Grantor as tenant and LLDC as landlord, in respect of the Community Track, in accordance with the terms of the Agreement for Leases;

**Competition Licence** means the licence or permit granted by UKA or any International Federation for an Athletics Event to be permitted to be staged at the Stadium under the Relevant Rules for use as an official Athletics competition venue;

**Completion Date** means the date of which the Grantor notifies UKA of completion of the Pre-Concession Works;

**Concession Agreement** means any agreement between the Grantor and a concessionaire, from time to time, to grant a concession to stage events at the Stadium;

**Concessionaire** means any entity which is a party to a Concession Agreement as a concessionaire for the term of the relevant Concession Agreement with the Grantor from time to time not including UKA;

**Confidential Information** means:

- (a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; and

(b) Commercially Sensitive Information;

**Consent** shall mean any UKA Consent or any Grantor Consent;

**Continental Cup** means the Athletics Event formerly known as the "IAAF World Cup" organised every four years by the IAAF;

**Corporate Events** means the corporate events held by UKA and described at Clause 4.3 (Athletics Event Calendar).

**Diamond League** means the current title used by the IAAF for a series of premier Athletics events (known at the date of this Agreement as the "Samsung Diamond League") which includes the event known as the "London Grand Prix";

**Diamond League Final** means the final Athletics meeting of the Diamond League;

**Environmental Information Regulations** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

**European Athletic Association** means the federation for Athletics in Europe as recognised by the IAAF, of which UKA is a member federation as the National Governing Body for Athletics in the UK;

**European Athletics Championships** means the championships organised every two years by the European Athletic Association;

**Event Day Management Plan** means the management plan for Athletics Event Days at the Stadium which the Grantor and UKA (acting reasonably) adopts from time to time during the Term;

**Event Year** means the period from 1 August in one year (or 2 August in the event that 1 August falls on a Sunday in that year) to 31 July in the following year (or 1 August in that following year in the event that 1 August falls on a Sunday in that following year);

**Excluded Categories** means the categories listed in Schedule 2 (Excluded Categories);

**Excluded Liability** means any liability in contract, tort (including, without limitation, negligence) or otherwise in any case for any loss of goodwill, profits or any indirect or consequential loss or damage whatsoever arising out of the performance, purported performance or breach of this Agreement;

**Executive Box Areas** means those areas of the Stadium which are indicated as the "Corporate Boxes" or the "Hosp + Boxes" on the Stadium Plans or the Seating Plans, intended for use by holders of Executive Box Tickets;

**Executive Box Seat** means a seat in that area of the Stadium indicated as "Hospitality Boxes" on the Seating Plan;

**Executive Box Ticket** means a ticket entitling the holder to have access to an Executive Box Seat;

**Existing Concessionaire** means West Ham United Football Club Limited or members of its group;

**Facilities and Services** means the facilities and services referred to in Clause 9.4 (Grantor Covenants);

**Fees Regulations** means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Act;

**Football** means the game of association football played in accordance with the codified rules of football that are written and maintained by the body that is currently known as the "International Football Association Board" and published by the body that is currently known as the "Fédération Internationale de Football Association" from time to time;

**Force Majeure Event** means any event or circumstance outside the reasonable control of the affected Party including, without limitation, fire, flood, lightning, casualty, epidemic, explosion, radiation or chemical contamination, lock out, strike, industrial action of any kind, impact by any vehicle, vessel or aircraft, national calamity, riot, act of terrorism, act of God, the enactment or change in interpretation of any Applicable Laws or directive having legally binding effect, any terms of any Consent required to stage any Athletics Event at the Stadium, any cause or event arising out of or attributable to war or civil commotion, malicious mischief or theft, blockade or embargo, provided that:

- (a) the failure to perform or the action of a contractor, licensee or other contractual counterpart of an affected Party shall only constitute a Force Majeure Event if and to the extent that the reason for such failure to perform or act would constitute a Force Majeure Event if it affected either UKA or the Grantor;
- (b) industrial action taken by any employees of UKA or the Grantor shall not constitute a Force Majeure Event (save where such action is taken in the context of a nationwide, non-industry- specific industrial dispute); and
- (c) the acts or omissions of UKA or the Grantor and

consequences thereof, shall not be a Force Majeure Event;

**General Admission Ticket** means a ticket entitling the holder to have access to the Stadium which is not a Club Ticket Executive Box Ticket, Media Ticket or a VIP/Sponsor Ticket;

**General Safety Certificate** means the general safety certificate that is issued pursuant to the Safety of Sports Grounds Act 1975 to operate stadia for sports events and specified activities or as otherwise required from time to time by any statutory body or the Local Authority which authorises or which shall authorise the Grantor to admit spectators into the Stadium for, without limitation, any Athletics Event;

**Good Industry Practice** means the practices, methods and acts commonly employed by the owners and operators of stadia comparable to the Stadium that, at the particular time, in the exercise of reasonable professional judgement and in the light of the facts known at that time

would be reasonably expected to accomplish the desired results in accordance with Applicable Laws, safety and economy;

**Governing Body** means the relevant Athletics authority which determines the rules and/or dates of the Athletics Events including, among others, the IAAF and UKA;

**Governing Body Requirements** means the laws, regulations or requirements as set out from time to time by a Governing Body to hold an Athletics Event on a particular date or as communicated to UKA by any Governing Body;

**Grantor Consents** means all relevant consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws for the Grantor in its capacity as a stadium venue owner or operator to hold any Athletics Event at the Stadium so that the Stadium shall be available in accordance with this Agreement including, without limitation, all Performing Rights Society, Mechanical-Copyright Protection Society and other copyrighting licensing and entertainment related consents, planning consents and Spectator Certificates, exclusive of those licences, approvals and consents applicable to each UKA Party under Clause 8.8 (UKA Covenants);

**Grantor Default** means:

- (a) a breach by the Grantor of its obligations under this Agreement which substantially frustrates or renders it impossible for the UKA to perform its obligations under this Agreement;
- (b) a material breach by the Grantor of Clause 14.1 (Maintenance) and its obligation to provide and maintain the Facilities and Services in relation to any Athletics Event in accordance with the IAAF Category 1 Certification;
- (c) a breach by the Grantor of Clause 38 (Changes to the Parties and Amendment) and the assignment, transfer, novation or disposal of any interest in its rights and obligations under this Agreement to any person that is not a public body which does not have sufficient financial standing or financial resources to perform the obligations of the Grantor under this Agreement for the Term; or
- (d) the Grantor being the subject of an Insolvency;

**Grantor Office Space** means the office space to be identified in the Reserved Areas for the purposes of Stadium operations and management;

**Grantor Parties** means the Grantor and its directors, officers, employees, agents, contractors, authorised representatives and guests, including (for the avoidance of doubt), LLDC, any Operator, any Caterer, any counterparty to a contract for the Pre-Concession Works and the persons referred to in Clause 22 (Staff);

**Grantor's Advert Page** means one complete page of advertising within the first four pages of any Athletics Event Programme provided in relation to an Athletics Event in accordance with Clause 10;

**Grantor's Complimentary Ticket Rights** means 400 General Admission Tickets allocated to the Grantor for each Athletics Event, unless precluded by the Athletics Event Organisation Agreement;

**Grantor's Executive Box Rights** means the Grantor's right to use of one Executive Box for



hospitality purposes as more fully described at Clause 21 A (Grantors Executive Box Rights);

**Grantor's Media Ticket Option** means the Grantor's option to request five Media Tickets for each Athletics Event in accordance with Clause 10.1(f) (Naming and Signage Rights);

**Grantor's Retail Rights** means the right to have its own or its Commercial Partner's branded products sold from within its Retail Operations;

**Grantor's Ticket Allocation Terms** means the terms dealing with the Grantor's Ticket Allocation Rights as provided for at Schedule 4 Part 4;

**Grantor's Ticket Allocation Rights** means a minimum of 25% of the Tickets to be put on sale as detailed in the Ticket Manifest to be allocated to the Grantor for sale by the Grantor and/or its appointed agents/representatives for each Athletics Event;

**Grantor's Track-Side Signage** means four of the 54 (or any equivalent proportion) Track-Side Signage boards within the TV Arc for each Athletics Event to be provided by UKA;

**Grantor's VIP Ticket Rights** means the Grantor's right to purchase VIP tickets as more fully described at clause 21B (Grantor's VIP Ticket Rights) and any VIP ticket so purchased shall constitute a "**Grantor's VIP Ticket**";

**Guide to Safety at Sports Grounds** means the latest edition of the guide to safety at sports grounds published by the Department for Culture, Media and Sport on behalf of the Controller of Her Majesty's Stationery Office;

**Headleases** means the lease of the Stadium to be entered into by the Grantor as tenant and LLDC as landlord, in accordance with the terms of the Agreement for Leases and the Community Track Lease;

**Health and Safety Policy** means the health and safety policy for the Stadium and the Island which the Grantor adopts from time to time during the Term to fulfil its legal obligations and to act in accordance with Regulatory Body requirements, Applicable Laws and Governing Body Requirements in respect of health and safety as the owner or operator of the Stadium and the Island;

**Hospitality Areas** means the dedicated seating, dining areas and concourse facilities for the Club Seat Ticket holders and the VIP/Sponsor Ticket holders as indicated as "Hospitality", "VIP/Directors" or "Corporate Boxes" on the Seating Plan or the Stadium Plan;

**IAAF** means the "International Association of Athletics Federations";

**IAAF Category 1 Certification** means the certification provided by IAAF to confirm the category 1 facilities at the Stadium;

**IAAF Competition Rules** means the latest edition of the competition rules published from time to time by the IAAF;

**IAAF World Championships** means the international world athletics championships organised by the IAAF;

**Infield Signage** means the temporary signage on the Athletics Field of Play including (without limitation) electronic board units, that provide competition information for athletes,

officials and spectators and advertising boards;

**Information** has the meaning given under section 84 of the Freedom of Information Act 2000;

**Information Commissioner** means the independent UK authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals;

**Insolvency** occurs when any of the following occurs in respect of a Party:

- (a) it admits its inability to pay its debts as they fall due;
- (b) it suspends making payments on any of its debts or announces an intention to do so;
- (c) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness;
- (d) any of its indebtedness is subject to a moratorium;
- (e) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (f) a resolution is passed by a meeting of its shareholders, directors or other officers for or to file documents with a court or any registrar for its winding-up, administration or dissolution, or any such resolution is passed;
- (g) any Security Interest is enforced over any of its assets;
- (h) an order for its winding-up, administration or dissolution is made;
- (i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;
- (j) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer; or
- (k) any other analogous step or procedure is taken in any jurisdiction;

**Insurances** means those insurances set out in Schedule 5 (Insurance);

**Intellectual Property Rights** means any of (a) copyright, patents, database rights, trade mark rights, design rights, know-how and Confidential Information (whether registered or unregistered);

(b) applications for registration, and the right to apply for registration, for any of these rights; and

(c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

**International Federations** means the bodies that govern the sport of Athletics worldwide, currently including the federations known at the date of this Agreement as the IAAF, European Athletic Association, and IPC;

**IPC** means the "International Paralympic Committee", which shall include the brand "IPC Athletics";

**IPC Athletics World Championships** means the international paralympic athletics world championships organised by the IPC;

**Island** means the land and facilities indicated inside the red line on the Island Plan, as altered from time to time by the Grantor to reflect any changes to the property;

**Island Plan** means the plan included in Part 3 (Island Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

**Lease Space** means the space identified on the Stadium Plans as being the "Concessionaire Lease Areas" and any other space that is the subject of the Agreement for Retail Space and/or Office Space Underlease from time to time;

**LLDC** means the London Legacy Development Corporation that was created under section 198 of the Localism Act, by the London Legacy Development Corporation (Establishment) Order 2012;

**LOC IAAF 2017** means the organising committee for the 2017 IAAF World Championships in Athletics, established in accordance with the London 2017 Event Organisation Agreement;

**Local Authority** means the relevant local authority for the Stadium from time to time, currently the council for the London Borough of Newham;

**London 2012 Games** means the London 2012 Olympic and Paralympic Games;

**London 2017 Event Organisation Agreement** means the agreement with IAAF, Dentsu Inc., The Greater London Authority and UKA in relation to the 2017 IAAF World Championships, dated 11 November 2011;

**London Grand Prix** means the annual London Athletics meeting organised by UKA that is currently part of the Diamond League;

**London Grand Prix Weekend** means two days for the London Grand Prix and any additional days included in the schedule as a result of the economic and operational integration of IPC events into the Diamond League that are to be staged as part of the London Grand Prix;

**Lower Tier** means the plan of the section of the Stadium on the left side of the Seating Plan;

**Maintenance Fee** has the meaning given to it in Clause 18.1 (Maintenance Fee, Super Profit Payment and Operating Costs Payments);

**Major Championship Event** means the IAAF World Championships, the IPC Athletics World Championships, the European Athletics Championships, the Continental Cup or the Diamond League final or any equivalent successor events organised by any relevant international Athletics federation, organisation or authority;

**Major Sporting Event** means the following major international sporting events, currently known as: the "Olympic and Paralympic Games", the "Commonwealth Games", the "FIFA World Cup", the "UEFA European Football Championships", the "ICC Cricket World Cup",

the "ICC World Twenty20 Cricket Championships", the "IRB Rugby World Cup" and the "Rugby League World Cup" or any equivalent successor events organised by any relevant international sporting federation, organisation or authority in those sports;

**Manufacturer's Requirements and Recommendations** means the instructions, procedures and recommendations which are issued by the manufacturer of any plant or equipment forming part of the Island relating to the operation, maintenance or repair of such plant and equipment and any revisions or updates thereto from time to time issued by the manufacturer;

**Matter for Expert Determination** has the meaning set out in Clause 43.1 (Expert Determination);

**Media Area** means an area at the Stadium (excluding the Media Seats) which is allocated for use by accredited members of the media on Stadium Dates in accordance with this Agreement indicated as "Media" or "Press " on the Stadium Plans and the Seating Plan;

**Media Rights** means the right to create and transmit via any media (whether now known or hereinafter invented) audio-visual, visual and/or audio recordings and/or live feeds of the same and/or data and information of or relating to the Athletics Events for reception anywhere in the world;

**Media Seats** means a seat in that part of the Stadium indicated as the "Press" or the "Press Non- Tabled Positions" on the Seating Plan;

**Media Ticket** means a ticket entitling the holder to have access to the Media Seats;

**National Governing Body** means the national Athletics federation that is affiliated to the IAAF and is recognised by HM Government as the body acting as the national governing body for Athletics in the UK;

**Neighbouring Premises** means any premises located adjacent to the Island;

**Net Revenue** means the total revenue actually received by, or on behalf of, UKA in respect of an Applicable Athletics Event (including, without limitation, revenue from the sale of all Tickets to the relevant Athletics Event and any monies paid to UKA by the owner of the venue staging the event) less the operating costs reasonably incurred by UKA which are directly related to that Applicable Athletics Event;

**Official** means the referee and any other person responsible for officiating at the Athletics Event pursuant to the Relevant Rules;

**Operating Costs** means the operating costs incurred by the Grantor or any Grantor Party in relation to each Athletics Event or any Additional UK Event Days as set out in a final Athletics Event account or a final Event Year account to be provided in accordance with Clause 20 (Accounting);

**Operations Feedback Report** means a report to be provided by UKA on an annual basis providing feedback on all operational, maintenance and Agreed Athletics Event Calendar matters in relation to the Stadium;

**Operator** means any operator of the Stadium to be appointed by the Grantor from time to time;

**Park** means the land edged red on the plan annexed on the Park Plan;

**Park Plan** means the plan of the Park set out in Part 4(Park Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

**Parking Facilities** means the area with co-located parking spaces indicated on the Stadium Plan as the "Parking Facilities";

**Participating Entity** means any entity that is not UKA that is participating or assisting with the organisation of an Athletics Event;

**PAYE** means the system of deductions made by an employer from the wages or occupational pension of its employees before paying those wages or pension;

**Pitch Mode Seating** means a temporary seating structure to cover the Running Track outside of the Athletics Window and provide seating on each side of the grass playing surface that will provide the Stadium with a minimum capacity of 54,000 seats (including 3,400 seats in the Hospitality Areas);

**Planning Condition** means all planning conditions and permissions in relation to the Stadium;

**Pre-Concession Works** means the design, development and construction of the works required to be carried out by LLDC before the Commencement Date of this Agreement;

**Premises Licence** means the licence issued by the relevant authority under the Licensing Act 2003 for the sale of alcoholic beverages;

**Priority Use Principle** means the principle that any Concessionaire has priority use of the home team Changing Rooms and a dedicated reception area and that the Grantor (on behalf of any Concessionaire) must provide its permission (not to be unreasonably withheld or delayed) to allow access to the home team Changing Rooms or provide access to UKA and the UKA Parties on Athletics Event Days only in connection with the Athletics Events save that the permission of the Grantor (on behalf of any Concessionaire) is not required for any access to or use of the home team Changing Rooms by professional athletes and coaching staff participating in an Athletics Event to be staged at the Stadium during the Athletics Window or for any Major Championship Event;

**Prohibited Act** means the following:

- (a) allowing hazardous materials into the Island;
- (b) lighting fires; and
- (c) any other illegal acts;

**Proposed Athletics Event Calendar** means each version of the calendar of events setting out UKA's proposed Stadium Days during the Athletics Window issued by UKA to the Grantor under Clause 4.4 (Athletics Event Calendar);

**Regulatory Body** means the Local Authority, any relevant health and safety authority, any relevant licensing authority, the police and/or any other organisation with powers to enforce any Applicable Laws;

**Relevant Athletics Event Income** means the income received by the Grantor in relation to each Athletics Event for which it is directly accountable to UKA (if any), or the income

received by UKA in relation to each Athletics Event for which it is directly accountable to the Grantor (if any);

**Relevant Rules** means in relation to an Athletics Event the codified rules that are written and maintained for the sport of Athletics by IAAF and by UKA from time to time;

**Request** has the meaning set out in Clause 43.2 (Expert Determination);

**Request for Information** shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply);

**Reserved Areas** means those areas of the Stadium to which the Grantor is not required to provide access to UKA according to the terms of this Agreement, in the Stadium Plans and the Island Plan, which shall include, without limitation:

- (a) the areas identified on the Stadium Plans as the "Kitchen" or "Food/Dining Outlet";
- (b) any ancillary merchandising and retail outlets, concessions and franchises (not including any area that is the subject of an Agreement for Retail Space and/or Office Space Underlease entered into with UKA (if applicable));
- (c) the space identified on the Stadium Plans as the "Operations", "Storage", "Plant" or "Community Athletes" areas;
- (d) the car parks (other than in relation to the Parking Facilities);
- (e) the Lease Space;
- (f) the Grantor Office Space; and
- (g) those other areas, if any, reserved to the Grantor or the Grantor's Commercial Partners pursuant to the rights of the Grantor's Commercial Partners;

**Reserved Naming and Association Rights** means all naming, association, signage, branding and other rights on, in, over, or under the Stadium (or any part thereof) or the Island (including all access routes whether vehicular or pedestrian) or elsewhere, other than UKA Signage Rights;

**Retail Operation** means any UKA retail operation that is operating within the Stadium;

**RPI** means the "*Retail Price Index*" identified in the tenth column entitled "*All items RPI excluding mortgage interest payments (RPIX) Index (Jan 13, 1987=100)*" of Table 2 indicating "*CPI, RPI and other selected indices*" as published by the Office for National Statistics (or its successor) from time to time, or failing such publication or in the event of a fundamental change to the measure, such other index as the Parties may agree or such adjustments to the RPI as the Parties may agree (in each case with the intention of putting the Parties in no better or worse position than they would have been in had RPI not ceased to be published or the relevant fundamental change had not been made) or, in the event that no such agreement is reached, as may be determined in accordance with Clause 43 (Expert Determination);

**Running Track** means the nine-lane running track, provided as part of the Athletics Field of Play facilities within the Stadium on the Island Plan;

**Safety Certificate and Licensing Plan** means a plan clearly showing how the Grantor and UKA intend to comply with the Applicable Laws or regulations of any Governing Body to obtain a safety certificate for the Stadium by the Commencement Date, to be agreed;

**Second UKA Event Weekend** has the meaning given to it at Clause 4.3 (Athletics Event Calendar);

**Seating Plan** means the three variants (Variants A, B and C) of the plan of the seating in the Stadium attached at Part 2A, Part 2B and Part 2C of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan) as modified from time to time in accordance with Clause 9.4(cc) (Grantors Covenants);

**Second UKA Event Weekend Plan** has the meaning given to it at Clause 4.3 (Athletics Event Calendar)

**Section 106 Agreement** means an agreement under Section 106 of the Town and Country Planning Act 1990;

**Security Interest** means any mortgage, charge, pledge, option, attachment, restriction, assignment, security interest, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set off, hypothecation, encumbrance or any security interest whatsoever and howsoever created or arising;

**Set-up and Break-down Days** means a day or such other period in the Agreed Athletics Event Calendar in respect of that Athletics Event when UKA or any relevant event organiser in accordance with Clause 7.4 (Athletics Event Management), sets up the Stadium in preparation for an Athletics Event and then breaks down and removes all equipment, property and other items which it or any UKA Party has brought into the Stadium in connection with any Event including, without limitation, any signage or promotional material following an Event;

**Set-up and Break-down Days 2017** means a day (to be notified by the Grantor in accordance with Clause 6.1(a) (Major Championship & Major Sporting Events)) commencing up to 14 days prior to the 2017 IPC Athletics World Championships and ending on the date falling up to five days after the last day of the 2017 IAAF World Championships;

**Special Event** means a major sporting or other major event of international significance and at least equivalent stature to a Major Sporting Event in terms of profile, marketability and popularity to be held at the Stadium at the request of the Office of the Mayor of London;

**Specifications** means the Stadium specifications as set out in Schedule 3 (Stadium Specifications);

**Spectator Certificates** means any General Safety Certificate, Sports Ground Safety Authority Licence and the Premises Licence;

**Sports Ground Safety Authority Licence** means the licence issued by the appropriate authority under the Football Spectators Act 1979;

**Stadium** means, for the purposes of the Headleases and this Agreement, the Stadium located at Stratford, East London, as indicated in the Stadium Plan and the Island Plan and, for the purposes of this Agreement, those parts of the Stadium that are sufficient to allow UKA to

discharge its obligations under this Agreement on the Stadium Plan;

**Stadium Dates** means the Athletics Event Dates and corresponding Set-up and Break-down Days for that Athletics Event Date, as set out in the Agreed Athletics Event Calendar;

**Stadium Days** means the Athletics Event Days and any required Set-up and Break-down Days;

**Stadium Logo** means the official trade mark or logo, whether registered or unregistered or the logo for the Stadium notified by the Grantor to UKA from time to time, which may incorporate the Stadium Naming Rights Prime Sponsor's trade mark or logo;

**Stadium Marks** means the Stadium Name and the Stadium Logo;

**Stadium Name** means the official name for the Stadium notified by the Grantor to UKA from time to time in accordance with Clause 10 (Naming and Signage Rights);

**Stadium Naming Rights Prime Sponsor** means the named sponsor in relation to the Stadium as the Grantor shall notify to UKA from time to time and, in any event, not less than one month prior to an applicable Athletics Event to be its prime Stadium sponsor;

**Stadium Plans** means the plans of the Stadium shown in Part 1 (Stadium Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

**Staging Agreement** means any agreement between, among others, the Grantor, UKA and affiliates of UKA from time to time in connection with the staging of any Athletics Event at the Stadium;

**Standards of a Reasonable and Prudent Operator** means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of a leading Athletics Event stadium complying with all Applicable Laws;

**Status Requirement** means the status of UKA as the National Governing Body for Athletics in the UK with its stated corporate objects, among others, to represent the UK in international Athletics affairs and to carry out the functions delegated to it by the IAAF;

**Super Profit Payment** means:

- (a) in relation to any Applicable Athletics Event which was staged by UKA at any time during the three years preceding the date of this Agreement, an amount equal to 15% of the Net Revenue less the Average Net Revenue; and
- (b) in relation to any Applicable Athletics Event which was not staged by UKA for any of the three years preceding the date of this Agreement, an amount equal to 15% of the Net Revenue less the Base Ticket Sale Revenue;

**Super Profit Payment Notice** has the meaning given to it in Clause 18.3 (Maintenance Fee, Super Profit Payment and Operating Costs Payments);

**Tax Deduction** has the meaning set out in Clause 31.1 (Gross-Up);



**Technical Standing Requirement** means the technical ability to deliver the Athletics Events in accordance with the terms of this Agreement for the unexpired term of this Agreement, or, as relevant, the period of the unexpired term plus any requested extension to the Term;

**Term** has the meaning set out in Clause 2.1 (Term);

**Third Party Intellectual Property Rights** means Intellectual Property Rights owned by any person other than the Grantor, the Concessionaire or UKA;

**Ticket Manifest** means the manifest to be controlled by the Grantor in accordance with the requirements of the Guide to Safety at Sports Grounds;

**Ticket Protocol** means the ticket protocol to be agreed between the Grantor, the Operator and UKA in relation to the Ticket Manifest and process for each Event from time to time;

**Ticketing Policy and Requirements** means the ticketing policy and requirements as set out in Schedule 4 (Ticketing Policy and Requirements) as may be amended from time to time in accordance with this Agreement;

**Ticketing Terms and Conditions** means the terms and conditions for Ticket sales substantially in the form set out in Schedule 4 (Ticketing Policy and Requirements) as may be amended from time to time in accordance with this Agreement;

**Tickets** means General Admission Tickets, VIP/Sponsor Tickets, Executive Box Tickets, Media Tickets and any other tickets produced for any Athletics Event to be held at the Stadium;

**Track-Side Signage** means the ground level signage around the perimeter of the Running Track;

**Transition Protocol** means the transition protocol to be agreed between the Grantor, UKA, the Operator and the Concessionaire(s) in relation to the transition of the Stadium from the Pre- Concession Works stage to the Commencement Date;

**TUPE** means Transfer of Undertakings (Protection of Employment) Regulations 2006;

**TV Arc** means the section of the Track-Side Signage that is in the view of television cameras located on the final 100-metre straight of the Running Track;

**UKA Consents** means all relevant consents, approvals, permits, licences, agreements and permissions required under any law, regulation, decree or order, which are applicable to UKA in its capacity as a Governing Body and as Party to this Agreement to hold any Athletics Events at the Stadium so that the Stadium shall be available in accordance with this Agreement;

**UKA Party** means any of UKA, UKA's Commercial Partners, any other Athletics organisation that is assisting or organising any Athletics Event in the Stadium, any director, officer, employee, agent, contractor, authorised representative or guest of the foregoing entities, Participating Entities, Officials, Athletes, members of the media and any person visiting the Stadium for any purpose in connection with the staging of an Athletics Event (this includes persons participating in Athletics Event Activities) other than persons entering the Stadium pursuant to a General Admission Ticket and the staff of the Grantor;

**UKA Prime Sponsor(s)** means (a) the named title sponsor of an Athletics Event and such

of UKA's Commercial Partners for each Athletics Event (up to a maximum of six) or (b) if an Athletics Event does not have a title sponsor such of UKA's Commercial Partners for each Athletics Event (up to a maximum of six) as UKA shall notify to the Grantor not less than two weeks prior to an Event to be its prime sponsors for such Athletics Event with a significant Athletics Event Day branding presence;

**UKA Signage Rights** means those rights set out in Clause 10.2(b) (Naming and Signage Rights);

**UKA Storage Area** means the storage area within the Stadium marked as the "UKA Storage Area" on the Stadium Plan or such other storage area within the Stadium designated from time to time by the Grantor in accordance with this Agreement;

**UKA's Marks** means UKA's worldwide trade marks and logos (whether registered or unregistered), including those trade marks and logos set out in Schedule 8 (UKA's Marks) to this Agreement, as may be updated or amended by UKA from time to time in accordance with the terms of this Agreement;

**Upper Tier** means the plan of the section of the Stadium on the right side of the Seating Plan;

**VAT** means any tax imposed pursuant to EC Directive 2006/112 or legislation implementing that directive and any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax or imposed elsewhere;

**VIP/Sponsor Area** means the area for holders of VIP/Sponsor Tickets within the Stadium indicated as the "VIP/Hospitality" and "VIP" areas on the Stadium Plans or the Seating Plan;

**VIP/Sponsor Banqueting Area** means an exclusive area for the holders of VIP/Sponsor Tickets, which includes access to a VIP/Sponsor banqueting area in the Hospitality Area;

**VIP/Sponsor Seat** means the seats in the VIP/Sponsor Area;

**VIP/Sponsor Ticket** means a ticket entitling the holder to have access to a VIP/Sponsor Seat; and

**Visitor Safety Policy** means the Grantor's safety policy for the Stadium and the Island which the Grantor adopts from time to time during the Term in relation to the Stadium visitors (including spectators).

1.2 A reference in this Agreement to:

- (a) any amount being **indexed** or subject to **indexation** shall mean that amount adjusted to reflect RPI since the date the relevant amount was agreed. The adjustment shall take place by adding the sum obtained by multiplying such amount by the percentage increase, represented as a decimal figure, between the figure shown in the row containing the April 2012 figure for RPI (being 241.9) and the figure shown in the row containing the April figure for RPI for the year in which the increase by indexation of the relevant amount occurs or (if not available) the April figure for RPI in the immediately preceding year;
- (b) **signs** and **signage** means any signage, excluding any signage that is required to comply with Applicable Laws and Planning Conditions;

- (c) **public body** means any person or body established by statute or whose functions are functions of a public nature; and
  - (d) any reference to any statute or statutory provisions (whether specifically named or not) shall be construed as references to such statute or statutory provisions as respectively amended, extended, modified or re-enacted from time to time and shall include any provisions of which they are re-enactments whether with or without modification, and any Applicable Laws and notices made pursuant to it whether made before or after the date of this Agreement.
- 1.3 The Recitals, Schedules and Appendices form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Recitals, Schedules and the Appendices.
- 1.4 In this Agreement (save where the context requires otherwise):
- (a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
  - (b) a reference to a person, Major Sporting Event, Major Championship Event, Football competition, Governing Body Requirement or Event is a reference to that person, Football competition or Event or such of its updates, successors, assignees and transferees as the context requires;
  - (c) references to any rule, agreement, policy or other document shall include such agreement as amended, novated, assigned, supplemented or transferred from time to time;
  - (d) a reference to a person shall include any individual, company, corporation, unincorporated association or body (including a partnership, trust fund, joint venture or consortium), government, state agency, organisation or other entity whether or not having separate legal personality; and
  - (e) any reference to a Recital, Clause or Schedule is to a recital, clause or schedule (as the case may be) of or to this Agreement.
- 1.5 The headings contained in this Agreement are for the purposes of convenience only and do not form part of and shall not affect the construction of this Agreement.

## 2. **TERM**

- 2.1 This Agreement will commence on the date of this Agreement and will expire, subject to earlier termination, in accordance with this Agreement (or an extension following agreement in accordance with Clauses 2.2 (Term) and 2.3 (Term) or a Force Majeure Event in accordance with Clause 27.4 (Force Majeure)), on the day prior to the 50th anniversary of the Commencement Date (the **Term**).
- 2.2 During the Term, UKA is entitled to request an extension of the Term by any multiple of five years with an end date no later than the date falling 99 years after the date of this Agreement.
- 2.3 UKA is entitled to request an extension under Clause 2.1 (Term), by giving notice to the Grantor on or before the date falling on the first day of the 24th calendar month prior to the last day of the Term.

2.4 If there is a request submitted by UKA under Clause 2.1 (Term), the Grantor shall notify UKA:

- (a) if it consents or not to the extension to the Term; and
- (b) if it consents, of any conditions attached to the extension to the Term,

as soon as reasonably practicable (such consent not to be unreasonably withheld).

2.5 If the Grantor intends to notify UKA of any conditions attached to the extension of the Term, prior to consenting to the extension and attaching the conditions, the Grantor must consult with UKA in good faith and UKA may, in the event that the conditions attached to the extension of the Term are unacceptable to it, withdraw any such request for an extension to the Term.

### 3. PRE-CONCESSION WORKS AND COMMENCEMENT DATE

3.1 The Grantor's obligations under this Agreement shall come into effect on the Commencement Date, other than Clauses 3.4 to 3.8 (Pre-Concession Works and Commencement Date), which shall come into effect on the date of this Agreement.

3.2 Subject only to Clauses 3.4 to 3.8 (Pre-Concession Works and Commencement Date), UKA's obligations shall not come into effect until the latest to occur of the dates on which:

- (a) the first construction contract for the Pre-Concession Works is entered into by the Grantor; and
- (b) the Grantor has confirmed in writing that a funding solution for the Pre-Concession Works has been agreed.

3.3 Neither Party has any rights or obligations under this Agreement in relation to the staging of the Anniversary Games. The sole rights and obligations of the Parties in relation to the staging of the Anniversary Games are set out in the letter of agreement dated 2 April 2013 between LLDC and UKA.

3.4 The Grantor may exercise its rights under 27 (Force Majeure), 28 (Termination), 34 (Further Assurance), 35 (Confidentiality and Announcements), 36 (Freedom of Information), 38 (Changes to the Parties and Amendment), 45 (Legal Relationship), and 47 (Third Party Rights) prior to as well as after UKA's obligations coming into effect under Clause 3.2 (Pre-Concession Works and Commencement Date).

3.5 UKA may exercise its rights under 27 (Force Majeure), 28 (Termination), 34 (Further Assurance), 35 (Confidentiality and Announcements), 36 (Freedom of Information), 38 (Changes to the Parties and Amendment), 45 (Legal Relationship), and 47 (Third Party Rights) prior to as well as after the Grantor's obligations coming into effect under Clause 3.1 (Pre-Concession Works and Commencement Date).

3.6 The Grantor shall give UKA at least 30 days' prior notice of the Commencement Date and provide to UKA progress reports on the status of the Pre-Concession Works promptly following any request by UKA.

3.7 If the Grantor gives notice under Clause 3.4 (Pre-Concession Works and Commencement

Date) but the Commencement Date is delayed for any reason from the anticipated Commencement Date notified under Clause 3.4 ((Pre-Concession Works and Commencement Date)) such that any Athletics Event cannot be held at the Stadium, the Grantor shall not be obliged to compensate UKA.

3.8 The Parties shall use their best endeavours to agree a Transition Protocol in relation to the Stadium.

#### 4. ATHLETICS EVENT CALENDAR

4.1 Subject always to the provisions of Clause 4.19 (Review of Athletics Calendar), the Parties acknowledge and agree that in respect of the Athletics Windows the principles set out in this Clause 4 shall apply. In this Agreement, “weekend” shall mean Friday evening, and all day and evening on each of Saturday and Sunday provided that (other than by agreement between the parties acting reasonably):

- (a) any Friday evening event ‘set up’ shall be performed on the same Friday and this shall be the ‘day’ for the purposes of the Set-up and Breakdown Days definition; and
- (b) UKA’s right of access to and use of the Community Track on Fridays shall be restricted to 4pm onwards.

##### **First UKA Event Weekend**

4.2 UKA shall be entitled to stage one Athletics Event at the Stadium on the third full weekend in July (save where 1 July falls on a Friday, in which case the fourth full weekend in July, unless agreed otherwise by the parties) in the nature of a Diamond League event or an event of at least equivalent stature thereto in terms of profile, marketability and popularity (“**First UKA Event Weekend**”). The dates of the First UKA Event Weekends in each of 2019 and 2020 have been agreed as follows:

2019: 20 and 21 July 2019

2020: 4 and 5 July 2020

##### **Second UKA Event Weekend**

4.3 UKA shall in addition be entitled to:

- (a) (i) stage an Athletics Event at the Stadium on the weekend immediately before the First UKA Event Weekend or, at the Grantor’s absolute discretion but on not less than 12 months’ prior written notice, the weekend immediately after the First UKA Event Weekend (“**Second UKA Event Weekend**”) subject to UKA providing the Grantor with an event plan in accordance with Clause 4.3(a)(ii) (“**Second UKA Event Weekend Plan**”) for approval by the Grantor at least 12 months in advance of the proposed event, such plan to be considered by the Grantor promptly and such approval not to be unreasonably withheld or delayed. The Grantor shall not unreasonably withhold agreement to a UKA proposal, on not less than 12 months’ notice, to move the Second UKA Event Weekend to a weekday or two consecutive weekdays, in the week leading up to the First UKA Event Weekend or at the Grantor’s absolute discretion, to the Monday and Tuesday of the week immediately after the First UKA Event Weekend provided that either proposal does not compromise UKA’s delivery

of the Additional UKA Event Days (see Clause 4.4) and is subject always to Stadium availability. Any other movement of the dates would also be at the Grantors absolute discretion.

- (ii) The Second UKA Weekend Event Plan shall be in the form of a written plan submitted by UKA to the Grantor demonstrating the commercial and financial viability of staging the proposed Second UKA Event Weekend. The proposal shall include a robust profit and loss forecast together with a marketing and promotional strategy (amongst other things) predicted attendance levels and the performance and outcome of any similar events staged previously at the Stadium.

#### **Additional UKA Event Days**

4.4 (a) UKA shall be obliged to use the Stadium (but not for the avoidance of doubt the Community Track) for the equivalent of 3 x 4 hour days during the Athletics Window (“**Additional UKA Event Days**”) for the exclusive purposes described at Clause 4.4(b). The Additional UKA Event Days shall be taken in the week immediately before the First UKA Event Weekend. or (at the absolute discretion of the Grantor upon a minimum of 12 months written notice of request by UKA ) one or two of those days may be taken immediately after the First UKA Event Weekend. It is acknowledged by the parties that UKA shall be entitled to fulfill part of that commitment by staging community events in the Community Plan across and as part of, or separately from but on the same day as, the official events taking place over the First UK Event Weekend, all on terms to be agreed between the parties acting reasonably, including agreeing an appropriate ‘time credit’ to count towards the Additional UK Event Days commitment in this Clause 4.4.

(b) The exclusive purposes of the Additional UK Event Days shall be:

- (i) community events in accordance with the Community Plan, with a programme constructed in collaboration with the Grantor and LLDC and subject to the approval (not to be unreasonably withheld or delayed) of the LLDC Regeneration Committee or its successor body; and

- (ii) a programme of Corporate Events the building and promotion of which will be supported by the Grantor (subject to any existing Grantor contractual commitments), and to take place in the Stadium with a view to promoting more and improved commercial revenue

(c) For associated financial arrangements relating to the Additional UK Event Days see Clause 18 (Maintenance Fee, Super Profit Payment and Operating Costs Payments).

(d) The Grantor agrees to provide UKA with no less than 12 month’s notice of dates available for potential use as Additional UKA Event Days.

4.5 UKA acknowledges that other than as described at Clause 4.1 to Clause 4.4 (inclusive) it shall have no further rights to use the Stadium during the Athletics Window.

4.6 The Grantor agrees that it will perform its obligations under this Agreement and make available the Access Areas for each Athletics Event to take place on the date set out in the Agreed Athletics Event Calendar which shall be the First UKA Event Weekend and pursuant to and subject to the terms of Clause 4.3 and/or Clause 4.4 the Second UKA Event Weekend and/or the Additional UKA Event Days.

- 4.7 Each of the Grantor and UKA will agree the Agreed Athletics Event Calendar by following the steps set out in Clauses 4.8 (Athletics Event Calendar) to 4.16 (Athletics Event Calendar).
- 4.8 UKA must notify the Grantor of its Proposed Athletics Event Calendar no later than 12 months preceding the first day of the Athletics Window for the Event Year concerned. In the case of any proposal for a Second UKA Event Weekend this shall be accompanied by a Second UKA Event Weekend Plan for consideration and approval by the Grantor in accordance with Clause 4.3.
- 4.9 In the event that the Second UKA Event Weekend Plan is approved by the Grantor in accordance with Clause 4.3, the Athletics Event concerned shall be entered into the Athletics Event Calendar. In the event that is rejected the Grantor shall be entitled to use the Stadium for its own purposes on the date or dates proposed for the Second UKA Event Weekend.
- 4.10 Once the dates have been fixed for the First UKA Event Weekend and (if applicable) the Second UKA Event Weekend, the dates for the Additional UK Event Days shall be fixed.
- 4.11 UKA and the Grantor must use reasonable endeavours to agree to amendments to the Proposed Athletics Event Calendar. No Party shall suggest any amendment to the Proposed Athletics Event Calendar:
- 4.11.1 without providing the other Party with an explanation of the reasons for the suggested amendment to the Proposed Athletics Event Calendar; or
- 4.11.2 that relates to any circumstances expressly dealt with by other provisions in this Agreement (including, without limitation, under Clauses 6.4 (Major Championship & Major Sporting Events) and 15.2 (Postponement, Cancellation or Relocation of Athletics Events)).
- 4.12 Subject to any agreed amendments being reflected in the Proposed Athletics Event Calendar and the dates therein meeting UKA's entitlements under Clauses 4.2 to 4.4, the Grantor must confirm the Agreed Athletics Event Calendar and do so on, or before, 31st July each year whereupon it shall become the Agreed Athletics Event Calendar for the following year.
- 4.13 The Grantor agrees:
- (a) that the Athletics Events during the Athletics Window, as set out in the Agreed Athletics Event Calendar, the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships, shall take precedence over any other event to be staged at the Stadium, subject to any agreement in accordance with Clause 4.15 and Clause 6.2 and 6.3 (Major Championship and Major Sporting Events); and
- (b) to consult and negotiate with UKA in good faith in order to confirm and update the Agreed Athletics Event Calendar as required from time to time.
- 4.14 UKA agrees to:
- (a) disclosure by the Grantor to any Concessionaire(s) or any Grantor Party of its Proposed Athletics Event Calendar and the Agreed Athletics Event Calendar as required;
- (b) if requested by the Grantor, attend the Agreed Athletics Event Calendar Meetings;
- (c) otherwise act reasonably in order to allow completion of the Agreed Athletics Event Calendar;

(d) liaise with the relevant national organisations and International Federations in relation to its Athletics Events and to inform the Grantor promptly of any national organisations and International Federations' requirements for any Athletics Event; and

(e) use its best endeavours to accommodate the staging of the Existing Concessionaire's Football matches at the Stadium if the Existing Concessionaire's governing body requires it to stage a Football match at the Stadium during the Athletics Window, subject to UKA not incurring any additional costs or expenses in complying with its obligations under this paragraph (e).

4.15 UKA agrees that on any day during the Athletics Window which is not a Stadium Day (as set out in the Agreed Athletics Event Calendar) it shall have no rights in relation to the Stadium.

4.16 For any day during the Athletics Window, which is a Stadium Day (as set out in the Agreed Athletics Event Calendar), the Grantor may request on no less than 6 month's notice that a Special Event shall be staged at the Stadium on those days during the Athletics Window, UKA must use best endeavours to reschedule or relocate its Athletics Event in order to accommodate the Special Event, subject to the Grantor paying to UKA, notwithstanding any liability limitation provisions in this Agreement, an amount equal to:

(a) the expenses reasonably and directly incurred by UKA in anticipation of the staging of the relevant Athletics Event at the Stadium (mitigated wherever reasonably possible) less the expenses reasonably and directly incurred by the Grantor in anticipation of the staging of the relevant Athletics Event at the Stadium (in both cases evidenced by the relevant supporting documentation provided by the relevant Party on an open book basis); **plus** the direct losses incurred by UKA relating to the postponement or cancellation of the Athletics Event (mitigated wherever reasonably possible) in the form of loss of ticketing revenue, broadcasting revenue and sponsorship revenue, (in each case evidenced by relevant supporting documentation provided by UKA on an open book basis); or

(b) the expenses reasonably and directly incurred by UKA (mitigated wherever reasonably possible) if the relevant Athletics Event cannot be rescheduled and must be relocated to an alternative venue (evidenced by the relevant supporting documentation provided by UKA on an open book basis) plus any direct losses incurred by UKA relating to such rescheduling (mitigated wherever reasonably possible) in the form of loss of ticketing revenue, broadcasting revenue and sponsorship revenue (in each case evidenced by relevant supporting documentation provided by UKA on an open book basis).

4.17 Any dispute between the Parties in relation to the matters contemplated by this Clause 45 shall be a Matter for Expert Determination to be resolved pursuant to Clause 44.

4.18 Subject to Clauses 4.16 UKA confirms that it has no rights (of consultation or otherwise) in connection with any other events (other than the Athletics Events) to be staged at the Stadium, whether or not set out in the Agreed Athletics Event Calendar, that the Grantor, the Operator or a Concessionaire may stage at the Stadium from time to time.

#### **Review of Athletics Calendar**

4.19 (a) The Parties acknowledge and agree that the arrangements described at Clause 4.1 to



Clause 4.4 shall be periodically reviewed by the Parties working co-operatively and in good faith every 6 years commencing with effect from (and including) 2019.

- (b) The review shall be commenced by notice given by either party and concluded by the parties no later than 18 months before the commencement of the 6-year period concerned.
- (c) The purpose of the review will be to establish any changes that might reasonably be implemented by the Parties in respect of the following 6-year period so as to enhance overall commercial and financial performance for mutual benefit.
- (d) In the event that such changes are identified and agreed the Parties will take all necessary steps to implement them including addressing the contractual arrangements contained herein and making the necessary amendments to this Clause 4 as required.
- (e) For the avoidance of doubt, appropriate accommodation will be made for any Athletic Event that has already been scheduled to take place the Stadium in the 6-year period concerned.
- (f) In the event that no such changes are identified or agreed, the arrangements described at Clause 4.1 to Clause 4.4 shall remain in place for the following 6-year period.

## 5. UKA EVENTS

5.1 UKA agrees that it must stage the London Grand Prix at the Stadium annually, subject to the Stadium being available for use in the event that the London Grand Prix is to be staged on a date outside of the Athletics Window.

5.2 UKA agrees that it shall:

- (a) use its best endeavours to negotiate with the IAAF and its broadcast partner(s) to agree to stage the London Grand Prix as part of the UKA Event Weekends at the Stadium;
- (b) use its reasonable endeavours to stage the Diamond League Final as part of the UKA Event Weekends at the Stadium; and
- (c) use its reasonable endeavours to stage the European Athletics Championships at the Stadium.

5.3 The Grantor shall provide reasonable cooperation to assist UKA in complying with its obligations under Clauses 5.1 (UKA Events) and 5.2 (UKA Events).

5.4 UKA must provide its consent or, if required, a licence to any Athletics Events or events to be staged at the Stadium (such consent not to be unreasonably withheld) as required in accordance with the Relevant Rules, subject to compliance with the Status Requirement.

5.5 The Grantor agrees that, as between the Parties, UKA shall own and be responsible for the Media Rights and any related activities.

## 6. MAJOR CHAMPIONSHIP & MAJOR SPORTING EVENTS

### 6.1 2017 IAAF World Championships and the 2017 IPC Athletics World Championships

- (a) UKA must give notice to the Grantor as soon as reasonably practicable after becoming aware of any dates on which it requires access to all, or part of, the Stadium and/or the Grantor to provide any of the Facilities and Services to the required standard and/or specification by virtue of preparations for or the hosting of the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships, including any Set-up and Break-down Days 2017.
- (b) UKA may only give a notice under paragraph (a) above and only be entitled to require access to all or part of the Stadium and/or any Facilities and Services referred to in paragraph (a) above during the Championship Window.
- (c) The Grantor agrees that:
  - (i) the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships will be held in the Stadium;
  - (ii) the Stadium will be reserved for the sole use of UKA and anyone nominated by UKA for the duration of the Championship Window and in accordance with any Athletics Access Contract;
  - (iii) the Stadium will be reserved for the use of UKA, anyone nominated by UKA and in accordance with any Athletics Access Contract entered into in connection with the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships for the duration of the IAAF World Championships and the 2017 IPC Athletics World Championships and Set-up and Break-down Days;
  - (iv) the Stadium will be provided as a Clean Stadium for the duration of the 2017 IAAF World Championships; and
  - (v) it shall provide a reasonable level of cooperation to UKA to assist UKA in complying with its obligations under the Athletics Event Organisation Agreements relating to the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships.
- (d) UKA agrees to and agrees to procure that the LOC IAAF 2017 or any other organising committee set up in relation to a Major Championship Event compensates, makes good or provides another form of relief if it requires adaptations to the fabric and structure of the Stadium lay-out to stage the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships at the Stadium.
- (e) UKA agrees to use its best endeavours to procure that the Grantor is offered a position on the management board or organising committee of LOC IAAF 2017, the equivalent management board or the equivalent organising committee for the 2017 IPC Athletics World Championships or any other management board or organising committee for any relevant Major Championship Event to be staged at the Stadium and to use its best endeavours to procure that the Grantor is invited to attend and participate in any meetings of LOC IAAF 2017 and the equivalent management board or organising committee for the 2017 IPC Athletics World Championships or any other management

board or organising committee for a Major Championship Event.

- (f) UKA will use reasonable endeavours to:
- (i) secure for any Concessionaire(s) the right to sell official merchandise for the 2017 IAAF World Championships in the Lease Space;
  - (ii) provide access to the Lease Space for any Concessionaire during the 2017 IAAF World Championships; and
  - (iii) ensure that subparagraphs (i) to (ii) above do not have a material adverse effect on any Concessionaire's rights under the Agreement for Retail Space and/or Office Space Underlease, subject to the requirement for a Clean Stadium.

## 6.2 Other Major Championship Events

- (a) UKA must promptly inform the Grantor of any tender process available to UKA to bid to stage a Major Championship Event and agrees to consult with the Grantor whether it should submit a bid to stage the Major Championship Event at the Stadium.
- (b) The Grantor agrees that once every four years, if a minimum of two years' prior notice is given to the Grantor, UKA may request that a Major Championship Event is staged at the Stadium, which may fall wholly or partly outside the Athletics Window and require that the Stadium is provided by the Grantor as a Clean Stadium. The Grantor will use reasonable endeavours and make representations to the relevant authorities and organisations to ensure that the request can be accommodated and the event staged at the Stadium in a Clean Stadium.
- (c) The Grantor shall provide a reasonable level of cooperation to UKA to assist UKA in complying with its obligations under any Athletics Event Organisation Agreements relating to any Major Championship Events.

## 6.3 Other Major Sporting Events

- (a) UKA agrees that the Grantor may host other Major Sporting Events at the Stadium, which may fall wholly or partly within the Athletics Window, and agrees that it will cooperate fully with the Grantor and act in good faith using reasonable endeavours to permit its Athletics Events to be postponed, rescheduled or relocated, in accordance with Clause 15 (Postponement, Cancellation or Relocation of Athletics Events), to the extent required for any Major Sporting Events to be staged in the Stadium.
- (b) Notwithstanding any other provisions of this Agreement, the Grantor will not be in breach of Clause 4.7(a) (Athletics Event Calendar), Clause 5.1 (UKA Events) or any other provision of this Agreement if it is unable to provide access to all or part of the Stadium and/or any Facilities and Services at all or to the required standard and/or specification by virtue of preparations for, or the hosting of, any Major Sporting Event at the Stadium.
- (c) Once every four years, if a minimum of two years' prior written notice is given to UKA, the Grantor may request that a Major Sporting Event is staged at the Stadium and, if such a request is made, UKA will, to the extent any change to the Agreed Athletics Event Calendar is needed, negotiate in good faith, acting reasonably, to reach agreement on any such amendment.

- (d) The Parties agree that the list of events appearing in the definitions of Major Championship Event and Major Sporting Event shall be reviewed every 6 years starting in 2019 at the same time as discussions are undertaken in respect of the Athletics Event Calendar and that the Parties shall acting reasonably and in good faith supplement or otherwise modify the list in each case in accordance with current and properly informed industry sector thinking at the time provided that any Major Sporting Event shall be of at least equivalent stature to that of those events listed in the definition of Major Sporting Event, as at the date of this Agreement, in terms of profile, marketability and popularity Any dispute relating to the list of events shall be submitted for resolution under Clause 43 (Expert Determination)

#### 6.4 Athletics Events

- (a) UKA agrees that its Athletics Events in the year 2016 may only be staged during the Athletics Window 2016 and, in the event that the Stadium is available for Athletics Events at an earlier date, the Grantor will use its reasonable endeavours to stage Athletics Events on a date that falls before the first day of the Athletics Window 2016 notwithstanding that this shall not require the end date of the Athletics Window 2016 to be brought forward.
- (b) If the regular football season prescribed by any relevant governing body is moved, so that it conflicts with the Athletics Window in any given year:
- (i) UKA shall use its reasonable endeavours to agree with the Grantor to amend the dates of the Athletics Window to avoid the conflict; and
  - (ii) if the conflict cannot be avoided UKA shall use its reasonable endeavours to permit the Stadium to be provided with Pitch Mode Seating,

such as, but not limited to, the dates of the football season overlapping with the Athletics Window as a result of changes to the football calendar that are made to accommodate the 2022 FIFA World Cup.

### 7. ATHLETICS EVENT MANAGEMENT

- 7.1 UKA and, as required, the UKA Parties, are entitled to the use of and/or access to the Access Areas on Stadium Dates as set out in the Agreed Athletics Event Calendar, for the purpose of preparing for, training for and staging the Athletics Events. The rights granted to UKA are personal and may only be exercised in accordance with the terms of this Agreement.
- 7.2 Save as expressly provided for in this Agreement, each Party agrees that:
- (a) the Grantor has no responsibility for the planning, management and implementation of the arrangements for any Athletics Event; and
  - (b) UKA is responsible for the planning, management and implementation of the arrangements for any Athletics Event.
- 7.3 UKA shall stage the Athletics Events at the Stadium on the Athletics Event Dates throughout the Term upon the terms and conditions in this Agreement.
- 7.4 UKA shall be entitled to sub-contract or delegate its rights and obligations under this Agreement to event organisers in order to implement the plans and procedures contemplated

in this Agreement, provided that UKA:

- (a) procures that such third parties comply with the provisions of this Agreement; and
- (b) remains fully liable for the performance of its obligations under this Agreement.

7.5 UKA and the Grantor shall use their best endeavours to agree and comply with the Event Day Management Plan.

## **8. UKA COVENANTS**

UKA must:

- 8.1 not, and procure that any UKA Party does not, make any alterations to the fabric or structure of the Stadium or the Island or introduce or construct any temporary structures or seating within the Stadium or the Island without the Grantor's consent (not to be unreasonably withheld);
- 8.2 use its reasonable endeavours to cooperate with the Grantor to promote the Stadium and the Park;
- 8.3 plan, manage, organise, control and implement the staging of each Athletics Event on the Athletics Event Dates, subject to the requirements of a Governing Body;
- 8.4 produce (at its own cost), market, distribute and sell Tickets for each Athletics Event for its own account and at its own expense, in accordance with the Ticketing Policy and Requirements and Clause 17 (Admission Charges) and Clause 21 (Athletics Event Tickets) subject to the Grantor's Ticket Allocation Rights;
- 8.5 ensure and procure that each UKA Party ensures that each Ticket permitting access to the Stadium in respect of Athletics Events is issued subject to the Ticketing Terms and Conditions (as agreed with the Grantor and set out in Part 2 of Schedule 4 (Ticketing Policy and Requirements)) subject to the Grantor's Ticket Allocation Rights;
- 8.6 not permit any event or function to be held in the Access Areas or the Island on a Stadium Day which is not an Athletics Event or an Athletics Event Activity of the type or content in the Agreed Athletics Event Calendar, unless agreed in advance by the Grantor;
- 8.7 not stage any Athletics Event or Athletics Event Activity which may bring the Stadium, the Grantor, LLDC or any other public body into disrepute;
- 8.8 hold UKA Consents and procure that each UKA Party holds all the Athletics Event-related consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws:
  - (a) to allow the Athletics Event to be staged at the Stadium with a full capacity attendance; and
  - (b) to comply with its obligations under this Agreement;
- 8.9 provide all reasonable assistance to the Grantor to enable the Grantor to obtain the Grantor Consents and enable any Grantor Party to obtain any consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws;

- 8.10 use its best endeavours to agree and comply with the Community Plan;
- 8.11 comply with any requirements in the Agreed Athletics Event Calendar as amended from time to time;
- 8.12 use reasonable endeavours to ensure that all the Applicable Laws in connection with the Athletics Events and the Athletics Event Activities are complied with and consult with the Grantor in relation to all Athletics Event Activities;
- 8.13 contribute such content as is reasonably requested by LLDC, relating to UKA, UKA Parties and the Athletics Events to any website and/or magazine that the Grantor or LLDC may establish for the Stadium and allow links from that website and/or magazine to its website, any ticketing website relating to other events to be held at the Stadium or other venues or sites in the Park;
- 8.14 not, and procure that each UKA Party does not, allow any advertising in an Excluded Category in relation to:
- (a) the Island;
  - (b) any Athletics Event or Athletics Event Activity (this does not apply in relation to Athletics Event Activities which are media and broadcast rights and which are sold on a "group" basis by any other Governing Body and not solely by UKA and/or a UKA Party);
  - (c) any Athlete, or any participant in any Athletics Event Activity (this does not apply in relation to Athletics Event Activities which are media and broadcast rights and which are sold on a "group" basis by any other Governing Body and not solely by UKA and/or a UKA Party);
  - (d) the Athletics Event Programmes or Tickets; or
  - (e) UKA Signage Rights;
- 8.15 not, and procure that each UKA Party does not, carry out or allow the carrying out of any Prohibited Act in the Island;
- 8.16 provide the Grantor with an Operations Feedback Report;
- 8.17 ensure that there are sufficient suitably experienced, qualified and trained personnel available to them in order for it to comply with its obligations under this Agreement and to maintain discipline and good order amongst its personnel;
- 8.18 provide all equipment, property and other items which it or any UKA Party requires to be brought into the Stadium or onto the Island in connection with any Athletics Event (including, Athletics equipment and, subject to Clause 10 (Naming and Signage Rights), without limitation, any signage or promotional material) and ensure that the same is delivered and removed in a timely manner, use best endeavours to minimise disruption to the Agreed Athletics Event Calendar and in any event within the Set-up and Break-down Days, subject to the proper use of the UKA Storage Area provided in accordance with Clause 9.4(1) (Grantor Covenants) or any other time period for the set-up and break-down period as may be agreed by the Grantor from time to time in relation to any televised Athletics Events;
- 8.19 comply, and procure that each UKA Party complies, with the instructions issued by any

- emergency service in relation to the Island and/or to any occupants; comply, and procure that each UKA Party complies, with the requirements or conditions relating to Insurance and the Consents;
- 8.20 comply, and procure that each UKA Party complies, with all Applicable Laws (and those of any other Governing Body's requirements) in connection with the staging of Athletics Events at the Stadium;
- 8.21 subject to notification by the Grantor ensure and /procure that each UKA Party ensures, that through its or their actions and/or inactions, no person breaches the terms of the Section 106 Agreement or any Planning Condition or the Grantor's obligation to ensure that the Stadium is held peaceably and quietly;
- 8.22 pay all costs and expenses relating to any:
- (a) liabilities to or in respect of travelling expenses, refreshments, catering and other miscellaneous expenses for UKA Parties and UKA personnel;
  - (b) publicity for each Athletics Event; and
  - (c) other expenses necessary for the proper staging of the Athletics Event which are not the subject of an express obligation of the Grantor under this Agreement;
- 8.23 use its reasonable endeavours to ensure that nuisance and inconvenience are minimised for the other occupiers of the Island and any Neighbouring Premises;
- 8.24 consult with Transport for London and comply with any transport requirements of the relevant authorities for each Event;
- 8.25 subject to notification by the Grantor, comply with, and procure that UKA Parties comply, with:
- (a) the Agreed O&M Procedures;
  - (b) all applicable Manufacturer's Requirements and Recommendations; and
  - (c) the Spectator Certificate, the Safety Certificate and Licensing Plan, the Health and Safety Policy and the Visitor Safety Policy;
- 8.26 promptly inform the Grantor of any changes to the Relevant Rules, requirements of any other National Governing Body, International Federation, Governing Body Requirements or laws in relation to the Athletics Event and any subsequent changes required from the Grantor in relation to the provision of the Facilities and Services, subject to:
- (a) the Grantor implementing such changes at its own cost and expense for a maximum amount of up to £50,000 (inclusive) in each Event Year; and
  - (b) the Grantor implementing such changes at UKA's cost and expense for any amount that is in excess of £50,000 in each Event Year,
- for that Event Year, other than in respect of the Athletics equipment to be provided at each Athletics Event (for which UKA will pay 100% of the cost and expense);
- 8.27 notify the Grantor and keep the Grantor updated regarding the identity of any UKA Parties;

- 8.28 provide medical personnel, facilities and equipment for members of the public and separate medical facilities and equipment for the Participating Entities; and
- 8.29 ensure that it does not (and procure that UKA Parties do not) establish any retail outlets at the Stadium which offer for sale any merchandise that has a direct (or indirect) association with a Concessionaire other than merchandise which refers to the Stadium without mention of or association with the Concessionaire (unless the Concessionaire has given written permission or the merchandise in question is offered for sale in the Concessionaire's retail shop at the Stadium). For the purposes of this Clause 8.30 (UKA Covenants) without limitation, merchandise which refers to the name of the Concessionaire (other than incidentally or in the context of a description of the Concessionaire's concession at the Stadium), the insignia of the Concessionaire, current or former players of the Concessionaire and/or which is in the Concessionaire's colours shall be deemed to have an association with the Concessionaire.

## 9. GRANTOR COVENANTS

- 9.1 The Grantor must:
- (a) provide the Stadium with the Agreed Capacity in athletics mode for the Athletics Events to be staged at the Stadium;
  - (b) ensure that, at all times, it or a Grantor Party (as applicable) holds all the Grantor Consents;
  - (c) comply with all Applicable Laws imposed on the Grantor in respect of the Stadium and any restrictions imposed by a Regulatory Body;
  - (d) ensure that the Access Areas and the Facilities and Services are in a good state of repair and working order (subject to fair wear and tear and any damage caused before, during or after any Athletics Event or Athletics Event Activity);
  - (e) for the Term, grant a licence to UKA to use the Access Areas;
  - (f) use its reasonable endeavours to cooperate with UKA to promote the Athletics Events;
  - (g) provide all reasonable assistance to UKA to enable UKA to obtain the UKA Consents and to enable any UKA Party to obtain any consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws which are applicable to the UKA Party; and
  - (h) contribute such content as is reasonably requested by UKA relating to LLDC, the Grantor and the Stadium to any website and/or magazine that UKA may operate or establish for the Athletics Events and allow links from that website and/or magazine to its website, any ticketing website controlled by UKA or the UKA Parties relating to other events to be held at the Stadium or other venues or sites in the Park.
- 9.2 For each Athletics Event, but subject to the terms of any Grantor Consent (including, without limitation, the terms of the General Safety Certificate), the Grantor shall ensure the provision at the Stadium of:
- (a) all of the Facilities and Services; and
  - (b) access to the Access Areas,



to UKA and UKA Parties (as notified to the Grantor by UKA from time to time) in accordance with the terms of this Agreement.

9.3 The Facilities and Services shall be available to UKA and UKA Parties in accordance with Clause

9.4 (Grantor Covenants) or as shall be mutually agreed between the Parties as part of the meetings in relation to the staging of each Athletics Event.

9.4 The Grantor shall provide the following **Facilities and Services** to UKA on Stadium Dates, for each Athletics Event:

- (a) reasonable Stadium heating, power, light, water and other relevant utilities;
- (b) the Athletics Field of Play prepared and marked for Athletics so that such markings comply with the Relevant Rules (markings for other field sports may also be visible on the grass surface);
- (c) access to the Community Track for Athletes warm-up facilities on Athletics Event Days, if requested by UKA;
- (d) floodlighting of a minimum intensity of 2,500 lux or such other relevant technical requirements of any Governing Body, operated at the Grantor's absolute discretion and in accordance with the instructions of the Officials at such Athletics Event;
- (e) Changing Rooms for Participating Entities, Athletes and Officials with associated lavatory facilities, wash basins, showers and/or baths, subject to the Priority Use Principle;
- (f) lavatory facilities for both sexes available to members of the public;
- (g) a Stadium control room:
  - (i) including a colour CCTV surveillance system and television monitors that are able to monitor the movement of spectators and their behaviour at the Stadium and which is capable of producing still shots of troublemakers for immediate distribution to the police and security officers; and
  - (ii) with access to be provided to representatives of UKA (as may be nominated from time to time) any Stadium Day, subject to any reasonable request by UKA;
- (h) clear signs in English inside, outside and in the vicinity of the Stadium;
- (i) seats and wheelchair spaces for disabled spectators and their accompanying persons, with disabled access to toilet facilities and a refreshment bar accessible from the disabled seating areas;
- (j) LED score boards and jumbo video screens at each end of the Athletics Field of Play for exclusive use by UKA, subject to:
  - (i) any non-commercial announcements for spectators required to be made by the Grantor or the police or for any other person relating to the operation of the Stadium or any other matter relating to health and

safety; and

- (ii) any permanent signage around the outside of the LED score boards and/or the jumbo video screens;
- (k) the Media Areas and the Media Seats as reasonably requested by UKA on or before the date falling ten Business Days before the Athletics Event Date;
- (l) access to 340 square metres for the UKA Storage Area and the right of the Grantor to:
  - (i) from time to time change the position of the UKA Storage Area within the Island;
  - (ii) require access to the UKA Storage Area by giving not less than ten Business Days notice to UKA; and
  - (iii) retain keys to the UKA Storage Area at all times,which is not a grant of exclusive possession of the whole or any part of the UKA Storage Area, nor shall it create any landlord and tenant relationship in relation to the UKA Storage Area;
- (m) access to existing broadcasting enabling facilities in, and around, the Stadium, including (without limitation) broadcast gantries and camera positions that are already in existence in the Stadium for use by broadcasters of the Athletics Events;
- (n) drug-testing facilities;
- (o) medical facilities and equipment for members of the public and separate medical facilities and equipment for the Athletes and the Participating Entities;
- (p) ticketing outlets and turnstiles operated by the Grantor or a person authorised by the Grantor provided that UKA provides the Tickets in accordance with the Ticketing Policy and Requirements as set out in Schedule 4 (Ticketing Policy and Requirements);
- (q) Stadium tannoy and public communication facilities for non-exclusive use by UKA, subject to any non-commercial announcements for spectators required to be made by the Grantor or the police or for any other person relating to the operation of the Stadium or any other matter relating to health and safety not including non-commercial announcements at any time;
- (r) the General Admission Ticket seats, Club Ticket seats, VIP/Sponsor Ticket seats, Executive Box Ticket seats and Media Ticket seats (and see Clause 9.4(cc));
- (s) a dedicated VIP/Sponsor Banqueting Area;
- (t) a Hospitality Area for the Club Ticket holders, VIP/Sponsor Ticket holders, Executive Box Ticket holders and the VIP/Sponsor Ticket holders;
- (u) restaurants and other public catering outlets operated by the Grantor or a Grantor Party for the anticipated number of persons attending the relevant Event and which, to the extent permitted by any Applicable Laws or the Governing Body

- Requirements, are equipped to serve both alcoholic and non-alcoholic beverages;
- (v) policing and stewarding of Events as may be required by a Regulatory Body subject to Clause 25 (Police);
  - (w) the Stadium generator or an alternative back-up power supply for the Athletics Event;
  - (x) on request and only if available, access to a Box Office and the necessary facilities to provide collection, distribution and Ticket sale services on Stadium Days, subject to UKA providing the required personnel;
  - (y) access to an area within the Stadium for a timing and scoring control room and access to other event control areas within the Stadium as required in accordance with the Relevant Rules;
  - (z) security, cleaning, pest control, all facilities and services required by a Regulatory Body, such as but not limited to police observation facilities, facilities management and maintenance services at the Stadium in accordance with the Standards of a Reasonable and Prudent Operator;
  - (aa) provide the Parking Facilities on Athletics Event Days for the non-exclusive use of UKA, subject to:
    - (i) compliance with the Spectator Certificates, the Planning Conditions, the Guide to Safety at Sports Grounds, the Event Day Management Plan and the Health and Safety Policy;
    - (ii) compliance with the requirements of any Regulatory Body or Applicable Laws, including providing the required number of car parking spaces for emergency services vehicles and disabled (or blue) badge holders;
    - (iii) spaces to be provided in order to accommodate operational vehicles, media vehicles, security staff and Event related delivery vehicles;
    - (iv) access to the community track other than on Athletics Event Days;
    - (v) Park security procedures and planned road closures (which are the sole responsibility of the Grantor) within the Park are taken into account; and
  - (bb) provide access to a non-exclusive reception area in the main entrance to the West stand of the Stadium
  - (cc) provide seating in the Stadium in accordance with the Seating Plan. The Seating Plan as defined accommodates three variants at Schedule 1 Part 2A (Variant A), Part 2B (Variant B) and Part 2(C) (Variant C). The default variant shall be Variant A, but for 2019, Variant B shall be applicable and for 2020 Variant C shall be applicable. Thereafter if the Grantor elects to use Variant B or Variant C it shall give UKA a minimum of 9 month's notice in writing. The Grantor may in addition propose a change or changes to either variant of the Seating Plan in respect of any year after 2019. Any such change(s) shall be subject to UKA's prior written approval, such approval not to be unreasonably withheld or delayed. However, UKA acknowledges and agrees that it shall not withhold approval to the change(s) to the Seating Plan provided that:

- i) reasonable notice is given of the Grantor's intention so as to allow UKA to consult with the Grantor and thereafter to provide UKA with sufficient time to organise ticketing for the Athletics Events and to attend to other operational arrangements for the Athletics Events which may have to accommodate the changes;
  - ii) any potential audience sightline infringement as a consequence of such modification(s) is reasonably capable of being resolved by the Grantor and UKA working co-operatively to agree an appropriate solution (such as the raised long jump solution utilised in the Stadium in July 2018 for the Athletics World Cup 2018 as described at Schedule I Part 2A, or relocating the Hospitality areas). The Grantor shall be responsible for implementation and the reasonable costs thereof;
  - iii) any and all modifications are subject to the Grantor continuing to deliver the Stadium to the Agreed Capacity.
- 9.5 The Grantor shall have no liability whatsoever to UKA or any UKA Party as a result of any damage to or loss of any property, equipment or other items which UKA or any UKA Party brings into the Stadium in accordance with this Agreement unless such damage is caused by the wilful default or gross negligence of any Grantor Party.
- 9.6 The Grantor shall ensure that the Stadium and all equipment and assets situated at the Stadium (such as, but not limited to, the score boards and jumbo video screens, the under-soil heating, the floodlighting, the CCTV surveillance system, the generator, the tannoy and public communication facilities) is operated and maintained in accordance with the Standards of a Reasonable and Prudent Operator and otherwise carry out its duties at law and under this Agreement in accordance with each of the following (in descending order of priority in the event of any conflict):
  - (a) all Applicable Laws;
  - (b) the requirements and/or restrictions imposed by any Regulatory Body;
  - (c) the terms of all Grantor Consents;
  - (d) Governing Body Requirements;
  - (e) the terms and conditions of any Insurances, subject to the Grantor not incurring an unreasonable level of cost if a Governing Body Requirement obliges the Grantor to amend any insurance policy;
  - (f) the Standards of a Reasonable and Prudent Operator; and
  - (g) the requirements of this Agreement.
- 9.7 If the Grantor is obliged or otherwise proposes to make an improvement or alteration to the Stadium such that the Stadium accommodation seating or facilities and services are thereby reduced the Grantor will, upon becoming aware of the circumstances giving rise to the requirement to adapt the Stadium, notify UKA of the proposed adaptation, giving reasonable details, including the Grantor's best estimate of the start and end dates of the period of adaptation.

9.8 Subject to the terms and conditions of this Agreement, the Grantor hereby grants to UKA during the Term a:

- (a) non-assignable licence on Stadium Dates to access and to occupy the Access Areas;
- (b) right to use the Common Parts, and all other areas reasonably required by UKA to exercise its rights and to carry out its obligations under this Agreement; and
- (c) right to use and benefit from the Facilities and Services,

all in accordance with this Agreement in relation to the staging of each Athletics Event during the Term.

9.9 Nothing in this Clause 9 (Grantor Covenants) shall restrict the Grantor's or any Grantor Party's operation of, or access to, the whole or any part of the Stadium on Stadium Dates throughout the Term as is reasonably required by the Grantor including, without limitation, for health and safety purposes. UKA acknowledges that, while the Stadium may be available to UKA on Stadium Dates in accordance with this Agreement, the Grantor does not grant to UKA any right to control, or to operate, any areas of the Stadium save as is expressly provided in this Agreement, provided that the Grantor and all Grantor Parties shall take account of, and shall give due consideration to, all advice provided by a UKA Party in relation to an Athletics Event and shall not unreasonably interfere with UKA's operation of any Athletics Event, subject to compliance with:

- (a) the Spectator Certificates, the Planning Conditions, the Guide to Safety at Sports Grounds, the Event Day Management Plan and the Health and Safety Policy;
- (b) the requirements of any Regulatory Body or Applicable Laws;
- (c) necessary operational requirements; and
- (d) Park security procedures and planned road closures within the Park.

## **10. NAMING AND SIGNAGE RIGHTS**

- 10.1** (a) With reference to the Reserved Naming and Association Rights and Associated Rights, UKA shall comply with, and procure that each UKA Party complies with, any reasonable contractual requirements in relation to the Reserved Naming and Association Rights and the Associated Rights as notified by the Grantor from time to time.
- (b) The Grantor shall (and will procure that LLDC) keep UKA informed on a regular basis of the persons with whom it (or LLDC) has entered into any material contracts in relation to the Reserved Naming and Association Rights or any Associated Rights and provide UKA with a reasonable period of notice in respect of any relevant contractual requirements pursuant to Clause 10.1(a) (Naming and Signage Rights).
- (c) UKA acknowledges and agrees that nothing in this Agreement shall grant UKA any rights in relation to the Reserved Naming and Association Rights or any Associated Rights nor shall it prevent the Grantor (or LLDC) from performing and continuing to perform any obligations or from granting any rights under contracts in relation to the Reserved Naming and Association Rights or subject to Clause 10.3(i) any Associated Rights.

- (d) UKA undertakes to the Grantor (for itself and on behalf of LLDC) that it shall not use or exercise or authorise others to use or exercise any Reserved Naming and Association Rights or, any Associated Rights.
- (e) The Parties agree that the Grantor may retain any revenue received by it in respect of any sale or licence of any Reserved Naming and Association Rights and any Associated Rights. The Parties agree that any revenue generated by LLDC's exploitation in respect of any sale or licence of any Reserved Naming and Association Rights and any Associated Rights shall be the property of LLDC.
- (f) Subject to Clause 10.3(i) (Naming and Signage Rights), UKA shall provide the Grantor with the Associated Rights in connection with each Athletics Event.
- (g) Subject to Clause 10.3(i), nothing in this Clause 10.1 (Naming and Signage Rights) shall limit, restrict or otherwise prejudice the Reserved Naming and Association Rights or any Associated Rights or any Concessionaire's signage rights
- (h) UKA shall work positively, co-operatively and flexibly alongside the Grantor when reasonably requested by the Grantor to secure a suitable Stadium Naming Rights Prime Sponsor.

#### 10.2 UKA's Signage Rights

- (a) Subject to the Stadium being provided as a Clean Stadium in accordance with Clause 10.5(a) (Naming and Signage Rights), the Stadium is to be provided to UKA on each Stadium Date on a "partially clean stadium basis" so that UKA shall have control in relation to advertising and promotional material in connection with:
  - (i) UKA Signage Rights; and
  - (ii) any other activities as agreed between the Parties,

at its Athletics Events, subject to LLDC's or the Grantor's exclusive use and exploitation for itself and others of the Reserved Naming and Association Rights and (subject to Clause 10.3(i) (Naming and Signage Rights)) the Associated Rights, wherever and at all times (including, for the avoidance of doubt, on Stadium Dates).
- (b) The Grantor shall make available the opportunity and permit UKA to provide the following **UKA Signage Rights** on Stadium Dates, for each Athletics Event:
  - (i) television interview backdrop positions;
  - (ii) the right to use a branded podium on the Athletics Field of Play for trophy presentation subject to any reasonable concerns of the Grantor relating to its impact on the quality of the grass surface;
  - (iii) the ability to use branded boards on the Athletics Field of Play after the Athletics Event for media opportunities and Athletics Event trophy presentations subject to any reasonable concerns of the Grantor relating to the impact on the quality of the grass surface;
  - (iv) rights to 50 out of 54 (or any equivalent proportion) of the Track-Side

Signage boards within the TV Arc to each Athletics Event;

- (v) the LED content on the scoreboards (other than the permanent signage around the outside of the scoreboard);
- (vi) the Infield Signage;
- (vii) access in, and around, the UKA Seating Area and any Participating Entities Seating Area; and
- (viii) temporary branding in the Hospitality Areas,

subject to the requirement that the fabric and structure of the Stadium are not altered in any way;

- (c) Nothing in this Clause 10.2 (Naming and Signage Rights) shall limit, restrict or otherwise prejudice any marketing rights or opportunities reserved by LLDC or otherwise granted by LLDC to third parties (including its Commercial Partners) in respect of the Reserved Naming and Association Rights and Associated Rights.
- (d) Save where authorised by the terms of this Agreement, UKA may only mount displays or promotions in the Stadium with the express authorisation of the Grantor (acting reasonably).
- (e) The Parties agree that UKA may retain any revenue received by it in respect of any sale or licence of UKA Signage Rights.
- (f) The right to brand with UKA's name only signage in a non-exclusive reception area, subject to UKA paying for all expenses and costs incurred in relation to the installation and maintenance of any permanent signage installed in accordance with this Clause 10.2 (Naming and Signage Rights) subject to Clause 10.5.
- (g) The Grantor shall make available a designated area to be known as the "Honours Area" in a prominent and easily accessible position on the Island, and UKA shall have the non- exclusive right, to brand the area with:
  - (i) details about the UKA's sporting achievements;
  - (ii) the London 2012 Games mark and the relevant records and achievements from the London 2012 Games;
  - (iii) the 2017 IAAF World Championships mark and the relevant records and achievements from the 2017 IAAF World Championships;
  - (iv) the 2017 IPC Athletics World Championships mark and the relevant records and achievements from the 2017 IPC Athletics World Championships; and
  - (v) details about any other Major Sporting Event that is staged at the Stadium,

subject at all times to Applicable Laws, Relevant Rules, Planning Conditions, Governing Body Requirements and Clause 10.5 (Naming and Signage Rights).

### 10.3 Signage Management

- (a) Other than any signage and dressing that is including in the Specification, the UKA shall be responsible for the production, installation maintenance (in a good state of repair) and costs associated with all the advertising, signage, dressing and promotional material in respect of UKA Signage Rights or any other marketing rights and opportunities granted to UKA under this Agreement.
- (b) UKA shall be responsible for the removal and safe storage of all advertising, signage, dressing and promotional material in respect of UKA Signage Rights or any other marketing rights and opportunities granted to UKA under this Agreement within the Stadium Days.
- (c) UKA shall, after each Stadium Date, ensure that the Stadium is returned to the same "partially clean Stadium basis" as the Stadium was provided to UKA by the Grantor in accordance with Clause 10.2(a) (Naming and Signage Rights).
- (d) The Grantor shall procure that its team liaises, consults and cooperates fully with UKA and its Commercial Partners and its respective agents and contractors in relation to the installation, safe storage and removal of all the advertising, signage, dressing and promotional material in respect of UKA Signage Rights or any other marketing rights and opportunities granted to UKA as required under this Agreement.
- (e) The Grantor shall provide a reasonable level of infrastructure in relation to non-LED signage only. UKA must provide the Grantor with the Grantor's Track-Side Signage for each Athletics Event. The Parties shall consult and agree a protocol to determine how the division of the content, production, installation, storage and costs relating to the Grantor's Track-Side Signage will be managed prior to each Athletics Event.
- (f) The Parties shall work together and take (and UKA shall procure that UKA Parties take and the Grantor shall procure that the Grantor Parties take) all reasonable steps (including the issuing of proceedings), subject to a reasonable level of cost, from time to time during the Term in order to prevent any "ambushing" of any Reserved Naming and Association Rights, UKA Signage Rights or rights of UKA's Commercial Partners. For the purposes of this Clause 10.3 (Naming and Signage Rights) the expressions **ambush** and **ambushing** shall mean any unauthorised or unofficial activity (whether of a nature now known or hereafter invented) undertaken or threatened by a third party which
  - (vi) may create an association between
    - (A) the third party; and
    - (B) any of UKA the Grantor or LLDC, Reserved Naming and Association Rights, the Stadium Naming Rights, Associated Rights, UKA Signage Rights, the rights of UKA's Commercial Partners, Stadium or Athletics Events, such that some members of the public would reasonably believe such third party to be authorised to undertake such activity, or
  - (vii) may materially and adversely affect the value or exercise of any of UKA's or the Grantor's rights under this Agreement.



(g) The Grantor will use all reasonable endeavours to ensure that the field of vision of spectators and the television cameras of all signage and advertising material which UKA requires to be displayed in accordance with this Agreement is not obstructed during any Athletics Event provided that the Grantor shall not be in breach of this paragraph (g) by virtue of:

- (viii) the usual operations of the Grantor on an Athletics Event Day which are required to be undertaken by the Grantor in its capacity as the Stadium operator;
- (ix) the transitory movements of persons in the Stadium or on the Island (including without limitation persons on the Athletics Field of Play); or
- (x) acts required to be taken for compelling health and safety or security reasons,

each being matters which may temporarily obscure the field of vision of spectators and television cameras of signage and advertising material, subject to reasonable assistance being provided by UKA to minimise any disruption, cost and expense incurred by the Grantor.

(h) The Parties shall (and the Grantor shall procure that LLDC shall) keep each other fully informed of their Commercial Partners, and in the case of UKA including its UKA Prime Sponsor(s), and any changes to those Commercial Partners or UKA Prime Sponsor(s), as appropriate, and will, in any event, notify each other promptly after any agreement is concluded with any new Commercial Partner or UKA Prime Sponsor(s) as appropriate.

(i) Notwithstanding any other provision of this Agreement, without prejudice to Clause 6.1(c)(iv) and 10.5, in the event of a Brand Conflict:

- (i) UKA must comply with all its obligations under this Agreement in relation to the Stadium Marks;
- (ii) UKA shall not be required to procure that its Commercial Partners use the Stadium Marks at any time;
- (iii) UKA must procure that its Commercial Partners do not refer to the Stadium by any name other than the Stadium Name or any logo other than the Stadium Logo at any time; and
- (iv) the Grantor shall procure that any Grantor's Commercial Partner to whom the Brand Conflict applies will not use, or benefit from, any of the Associated Rights, notwithstanding that the Grantor shall be entitled to exploit:

(A) the Associated Rights for non-commercial purposes;

(B) the Grantor's Track-Side Signage and the Grantor's Advert Page, in relation to the brand, logo and/or trademark of a then existing Commercial Partner if no Brand Conflict applies, provided that the Grantor's Track-Side Signage and the Grantor's Advert Page clearly identify that the then existing Commercial Partner(s) is associated with the Stadium, LLDC or the Park and not

UKA or the relevant Athletics Event;

- (C) the Grantor's Retail Rights in respect of the then existing Grantor's Commercial Partners only if no Brand Conflict applies; and/or
- (D) the Grantor's Complimentary Ticket Rights and the Grantor's Media Option in respect of any Grantor's Commercial Partners if a Brand Conflict applies at any Athletics Event.

Any dispute between the Parties in relation to the matters set out in this Clause 10.3(i) (Naming and Signage Rights) shall be a Matter for Expert Determination to be resolved pursuant to Clause 44 (Other Disputes).

- (j) UKA shall (and UKA shall procure that UKA Parties shall) not provide any food or beverage free of charge at the Stadium for the purpose of any commercial promotion of food or beverage products without the prior consent of the Grantor, not to be unreasonably withheld.
- (k) UKA and the Grantor agree that all signage must be in accordance with Applicable Laws, Relevant Rules, Planning Conditions and Governing Body Requirements.

#### 10.4 Signage Restrictions

- (a) Notwithstanding any provision of this Agreement, the Grantor and UKA may not use any rights under this Agreement to create, display or publish any advertisements or promotional or other material (or have the same created, displayed or published) or otherwise use the Stadium Marks, the Clean Stadium Logo or any of the UKA's Marks in relation to, or containing, any material which is in an Excluded Category.
- (b) UKA shall not install or display any signage, dressing or other advertising or display materials on, or within, the Stadium, which gives rise to any health and safety issues or which may cause them or the Grantor to infringe any Applicable Laws or Planning Conditions.
- (c) Subject to all Governing Body Requirements, UKA acknowledges and agrees that the Grantor, or any relevant sub-contractor, may move or remove any advertising, dressing, signage or promotional material or to procure other persons to do so if, in the reasonable opinion of the Grantor, or any operator of the Stadium, such advertising, dressing, signage or promotional materials:
  - (i) may pose a risk to the safety of any person or the security of the Stadium;
  - (ii) may obstruct a spectator's view or the television coverage of an Event; or
  - (iii) do not comply with this Agreement.
- (d) Save where authorised by the terms of this Agreement, UKA may only mount displays or promotions in the Stadium with the express authorisation of the Grantor (not to be unreasonably withheld).

#### 10.5 Clean Stadium Requirements

- (a) The Grantor shall ensure that, notwithstanding any other provision of this Agreement, any agreement with any of the Grantor's Commercial Partners, the Stadium

Naming Rights Prime Sponsor or for the grant of any Reserved Naming and Association Rights and Associated Rights will:

- (i) permit UKA to provide the Stadium as a Clean Stadium and to use the Clean Stadium Logo in relation to the Stadium for the duration of the Championship Window and in respect of any arrangements or references to the 2017 IAAF World Championships and as required for the 2017 IPC Athletics World Championships;
  - (ii) permit UKA to provide the Stadium as a Clean Stadium and to use the Clean Stadium Logo in relation to the Stadium once every two years, if a minimum of two years' prior notice is given to the Grantor to stage a Major Championship Event at the Stadium; and
  - (iii) not allow the Grantor's Commercial Partner or other sponsor any claim for compensation, entitlement or any other form of relief if the Grantor requires a Clean Stadium and the right to use the Clean Stadium Logo in relation to the Stadium in accordance with subparagraphs (i) to (ii) above.
- (b) UKA must give the Grantor notice, promptly upon becoming aware of the reasonable details, including UKA's best estimate of the start and end dates of the period of time that UKA requires a Clean Stadium and the right to use the Clean Stadium Logo in relation to the Stadium.
- (c) The Grantor shall, notwithstanding any other provision of this Agreement, make the Stadium available to UKA on a Clean Stadium basis for any Major Championship Event if so requested by UKA in accordance with this Clause 10.5.

## **11. UKA PERSONNEL**

- 11.1 UKA agrees that it, or a suitably qualified representative, shall if required, and on the reasonable request of the Grantor, attend the following meetings in relation to the staging of an Athletics Event (subject to reasonable advance notice of such meeting being provided) for the purpose of discussing matters arising in relation to the staging of such Athletics Event including, without limitation, matters relating to any General Safety Certificate, the Health and Safety Policy, the Visitor Safety Policy and access to the Stadium for vehicles and Athletics Event Day deliveries:
- (a) a tactical and risk assessment meeting with the Grantor and/or Grantor Parties at a time to be agreed between the Grantor and UKA, but in any event prior to the printing of Tickets in relation to an Athletics Event, which UKA acknowledges that relevant members of the police and any other relevant health and safety representatives may attend;
  - (b) an external planning meeting with the Grantor and/or Grantor Parties and any relevant official authorities prior to each Athletics Event at a time to be agreed between the Grantor and UKA;
  - (c) briefing meetings with the Grantor and/or Grantor Parties prior to and on the Athletics Event Date, in each case at times to be agreed between the Grantor and UKA;
  - (d) a de-briefing meeting following each Athletics Event on a day to be agreed between the

Grantor and UKA; and

- (e) a meeting prior to each Athletics Event on a day to be agreed between the Grantor and UKA for the purpose of discussing all access times and procedures to the Stadium for the Set-up and Break-down Days,

and the Grantor shall procure that the Grantor, a Grantor Party and/or one of its representatives shall attend all such meetings. Both Parties shall comply, UKA shall procure that each UKA Party complies and the Grantor shall procure that each Grantor Party shall comply, with any protocols or procedures agreed between UKA and the Grantor during or pursuant to any of the meetings referred to in this Clause 11.1 (UKA Personnel).

- 11.2 UKA shall procure the attendance at each Athletics Event of an experienced UKA official who shall liaise with the Grantor in relation to the organisation of the relevant Athletics Event before, during and after such Athletics Event and who shall be capable, when reasonably required by the Grantor, to participate (without prejudice to Clause 12 (Health and Safety)) in any health and safety discussions relating to, without limitation, any delay or Athletics Event abandonment or evacuation of the Stadium and shall be responsible for overseeing and managing the acts of any UKA Party at the Stadium. The Grantor shall procure that a suitably experienced official is available to participate in any such discussions with UKA. The Grantor shall take into account the reasonable advice and direction of UKA's Official in relation to each Event provided that such advice and direction is compliant with Applicable Laws and the advice of Regulatory Bodies.
- 11.3 The Grantor may notify UKA if it has a complaint about any member of UKA's personnel. If such complaint relates, in the Grantor's reasonable opinion, to gross negligence or wilful misconduct, the Grantor may require that such person is removed and replaced (either permanently or temporarily).
- 11.4 UKA shall be responsible for paying the salaries and all benefits of its personnel and for paying any applicable employment taxes in respect of such personnel (including without limitation taxes payable under the PAYE system and National Insurance contributions) and similar mandatory payments which are payable by, or may subsequently be introduced and payable by, employers.

## **12. HEALTH AND SAFETY**

- 12.1 The Grantor shall obtain and fully maintain at all times all the Grantor Consents and shall comply with and use its best endeavours to procure that each Grantor Party shall comply with:
  - (a) all Applicable Laws relating to the Health and Safety Policy, the Stadium planning controls, the General Safety Certificate and the Spectator Certificate and the Spectator Certificates;
  - (b) the terms of all the Grantor Consents;
  - (c) the Guide to Safety at Sports Grounds; and
  - (d) restrictions imposed by the police, in each case relating to the staging of Athletics Events at the Stadium in accordance with this Agreement.
- 12.2 To the extent it is able as a licensee of the Stadium for limited periods for the staging of Athletics Events at the Stadium (and which shall not require UKA to incur any expenditure in relation to the Stadium) UKA shall comply and shall use its best endeavours to procure that

each UKA Party complies with:

- (a) all Applicable Laws relating to the Health and Safety Policy, the Stadium planning controls, the requirements of the General Safety Certificate and other safety certificates in each case as notified to UKA from time to time;
- (b) the terms of the Health and Safety Policy, the General Safety Certificate and Visitor Safety Policy, in each case as notified to UKA from time to time;
- (c) any restrictions imposed by the police; and all other relevant UKA Consents relating to the staging of Athletics Events at the Stadium and Grantor Consents as notified by the Grantor and/or a Grantor Party to UKA from time to time.

12.3 UKA shall be under a duty to liaise with the Grantor and/or any Grantor Party nominated by the Grantor in relation to the staging of any Athletics Event at the Stadium, including, without limitation, the alteration of start times particularly where this is likely to impact on the terms of any Health and Safety Policy and General Safety Certificate and any other Applicable Laws.

12.4 UKA acknowledges and agrees that the Grantor and/or any Grantor Party nominated by the Grantor may (acting reasonably) effect a search of any persons (including, without limitation, any UKA Party) seeking access to the Stadium and may refuse access to all or any part of the Stadium to any person (including, without limitation, any UKA Party).

12.5 Nothing in this Agreement shall oblige the Grantor to take any action or to act in any manner at the request of UKA or otherwise which would cause the Grantor to be in breach of or otherwise contravene any requirement of a Regulatory Body or any Consent relating to the Stadium and/or the Island.

### **13. INSURANCE**

13.1 The Grantor and UKA agree that they shall effect at their own cost their own adequate public liability insurance in relation to their obligations under this Agreement and shall consult with each other each year as to what is an adequate level of public liability insurance limits.

13.2 All proceeds of physical damage insurance policies to which UKA is entitled must be paid into a joint insurance account and applied in reinstatement in accordance with Schedule 5 (Insurance). For the avoidance of doubt, the consent of LLDC will be required in relation to any reinstatement.

13.3 UKA shall ensure that it carries business interruption insurance and other insurances in accordance with Schedule 5 (Insurance).

13.4 UKA shall ensure that it carries its own equipment insurance in relation to any Athletics equipment used or stored (in the UKA Storage Area or elsewhere) at the Stadium in accordance with Schedule 5 (Insurance).

### **14. MAINTENANCE**

14.1 The Grantor shall provide and maintain the Facilities and Services in relation to any Athletics Event in accordance with the IAAF Category 1 Certification.

14.2 The Grantor shall provide and maintain the Access Areas and the Facilities and Services in accordance with Good Industry Practice.

14.3 UKA shall provide the Grantor with the up-to-date Relevant Rules, information, instructions, procedures and recommendations issued by any Governing Body or equivalent authority, relating to the operation, maintenance or repair of the Stadium, and co-operate with the Grantor to allow it to comply with its obligations under this Agreement.

**15. POSTPONEMENT, CANCELLATION OR RELOCATION OF ATHLETICS EVENTS**

15.1 UKA shall be entitled to postpone an Athletics Event if:

- (a) a Force Majeure Event occurs which is permanent or subsisting and which has not been remedied and is reasonably likely to remain in existence on the Athletics Event Date and make it impossible for UKA to stage the Athletics Event at the Stadium on the scheduled Athletics Event Date so long as the Stadium is available to stage the rescheduled Athletics Event in a fit and proper condition; or
- (b) extraordinary circumstances exist of material national or international importance which are beyond the control of UKA and the Grantor including, without limitation, the occurrence of a terrorist attack or events of civil disorder which make it inappropriate in the reasonable opinion of UKA for an Athletics Event to be staged at the Stadium on its Athletics Event Date.

15.2 In the event that a Major Sporting Event (other than the London Grand Prix) is to be staged at the Stadium and the Grantor must complete any maintenance work, improvements or alterations to the Stadium in any Event Year or in accordance with the requirements of any governing body of any Concessionaire, the Grantor (acting reasonably) shall be entitled to postpone or relocate any Athletics Event if:

- (a) the Grantor provides six months' prior notice to UKA;
- (b) the postponement or relocation does not cause UKA to breach any contractual commitments with any Governing Body, International Federation or UKA Prime Sponsor(s); and
- (c) the Grantor offers to stage the Athletics Event on an alternative date or at any alternative venue.

15.3 The Parties agree that where an Athletics Event is postponed or relocated:

- (a) by UKA in accordance with Clause 15.1(a) (Postponement, Cancellation or Relocation of Athletics Events) or 15.1(b) (Postponement, Cancellation or Relocation of Athletics Events), UKA agrees that the Athletics Event shall be rescheduled, subject to availability and to the Grantor's consent, not to be unreasonably withheld or delayed, on a date during the Athletics Window in that Event Year and, in the event that there are no available dates during the Athletics Window in that Event Year and if so requested by UKA, the Athletics Event shall be rescheduled subject to availability and to the Grantor's consent on a date during the Athletics Window in the subsequent Event Year in accordance with Clause 4, which shall not be included in the calculation of the UKA Stadium Dates entitlement in accordance with Clause 4 (Athletics Event Calendar);
- (b) in the event that there are no available rescheduling dates, or the Grantor does not consent to the rescheduling of the Athletics Event at the Stadium, UKA shall be

entitled to relocate the Athletics Event to an alternative venue at its own cost and expense.

- (c) in accordance with Clause 15.1(a) (Postponement, Cancellation or Relocation of Athletics Events), each Party shall bear its own expenses incurred in anticipation of staging the Athletics Event or otherwise arising from the postponement including, without limitation, the cost of refunding any Ticket price to any Ticket holder;
- (d) by UKA in accordance with Clause 15.1(b) (Postponement, Cancellation or Relocation of Athletics Events), then UKA shall reimburse the Grantor for any expenses reasonably and directly incurred by the Grantor in aggregate in anticipation of the staging of the Athletics Event or otherwise arising from the postponement including, without limitation, the administrative cost of refunding any Ticket price to any Ticket holder, subject to the Grantor mitigating any expenses incurred; and
- (e) the Grantor in accordance with Clause 15.2 (Postponement, Cancellation or Relocation of Athletics Events), then the Grantor shall reimburse UKA for any expenses reasonably, and directly, incurred by UKA in aggregate (indexed) in anticipation of the staging of the Athletics Event or otherwise arising from the postponement or relocation including, without limitation, the administrative cost of refunding any Ticket price to any Ticket holder,

within ten Business Days of the relevant Party providing to the other written notice of any such actual expenses incurred accompanied by the relevant supporting documentation.

- 15.4 Any dispute as to the amount of expenses to be paid under Clause 15.3 (Postponement, Cancellation or Relocation of Athletics Events) shall be determined by an expert in accordance with Clause 43 (Expert Determination).
- 15.5 If an Athletics Event is abandoned and any part of the Ticket price is refunded, then such Athletics Event shall be deemed to be a postponed Athletics Event and the procedure set out in Clause 15.3 (Postponement, Cancellation or Relocation of Athletics Events) shall apply except in circumstances where the part of the Ticket price refunded is paid solely at the expense of UKA so that the Grantor continues to receive its full consideration under Clause 18.1 (Maintenance Fee, Super Profit Payment and Operating Costs Payments) and all of the Operating Costs in accordance with Clause 18.6 (Maintenance Fee, Super Profit Payment and Operating Costs Payments).
- 15.6 UKA shall not cancel an Athletics Event unless circumstances exist which are beyond the reasonable control of UKA and which make it impossible to stage the Athletics Event at all.
- 15.7 From time to time, the terms and conditions of sale of Tickets for each Athletics Event shall be set out in the Ticketing Terms and Conditions.
- 15.8 The Ticketing Terms and Conditions include a prohibition on any General Admission Ticket being sold or resold as part of a hospitality package or otherwise.
- 15.9 The Grantor reserves the right to require UKA to modify the Ticketing Terms and Conditions as may be notified to UKA by the Grantor in the event that the Local Authority, any relevant health and safety authority, any relevant licensing authority and/or any legislation or other regulation legally requires any such modification to be made to the Ticketing Terms and Conditions.
- 15.10 UKA shall not alter the Ticketing Terms and Conditions relating to any financial or liability

provisions including, without limitation, its position on refunding the whole or part of a Ticket price (whether in relation to postponements, abandonments, cancellations or otherwise) without the Grantor's prior approval, not to be unreasonably withheld or delayed.

- 15.11 Without prejudice to any of the Grantor's other rights and remedies if any Athletics Event is cancelled by UKA (otherwise than by reason of breach by the Grantor of its obligations under this Agreement) UKA will reimburse the Grantor in respect of any expenses reasonably and directly incurred by the Grantor in anticipation of the staging of the Athletics Event.
- 15.12 Without prejudice to any of UKA's other rights and remedies, if any Athletics Event is abandoned or postponed or cancelled by UKA by reason of a breach by the Grantor of its obligations under this Agreement, the Grantor will reimburse UKA in respect of any expense reasonably and directly incurred by UKA in anticipation of the staging of the Athletics Event.

## **16. REFRESHMENTS, CATERING AND ANCILLARY SERVICES**

- 16.1 The provision of refreshments, catering and ancillary services and associated personnel at each Event shall be arranged by, and paid for by, the Grantor and/or a Grantor Party. The Grantor and/or a Grantor Party shall enter into the Catering Contracts in relation to the Stadium.
- 16.2 UKA shall, at least five Business Days (or as soon as is reasonably practicable if the Event is scheduled with less than five Business Days notice) before each Athletics Event, provide reasonable specification requests to the Grantor or the relevant Grantor Party for the refreshments, catering and ancillary services to be provided at the Stadium and in the Hospitality Area. The Grantor agrees to use its (and agrees to procure that the Grantor Parties use their) reasonable endeavours to comply with any reasonable specification request in relation to the refreshments, catering and ancillary services received from UKA.
- 16.3 For each Athletics Event the Grantor may retain all revenue received by it (or on its behalf) from caterers.
- 16.4 UKA agrees to pay all Athletics Event related costs for the refreshments, catering and ancillary services in relation to any specification request submitted and agreed to be delivered in accordance with Clause 16.2 (Refreshments, Catering and Ancillary Services).
- 16.5 For Hospitality Areas, the Grantor shall pass on the Caterers' rates for any refreshments, catering and ancillary services requested by UKA in accordance with Clause 17.2 (Admission Charges), subject to an increase of 10% to take into account any Grantor or Grantor Party administrative costs and a margin to account for the Grantor's services rendered. UKA may retain all amounts paid by ticket holders for any catering purchased as part of a ticket sales package for the Hospitality Area.
- 16.6 The Grantor and/or the Grantor Party shall:
- (a) procure that any Caterer that provides food and beverage services at the Stadium provides the food and beverage services at the annual prevailing rates established by such caterer to the service level standard as set out in a Catering Contract;
  - (b) provide UKA (as part of the final Athletics Event Year account to be provided in accordance with Clause 20.1 (Accounting)) with an invoice for the costs incurred in accordance with Clauses 16.2 (Refreshments, Catering and Ancillary Services) and 16.5 (Refreshments, Catering and Ancillary Services) (payable within 20 Business Days);
  - (c) subject to UKA complying with its payment obligations in accordance with Clause 16.5



(Refreshments, Catering and Ancillary Services) liaise with (and make payment directly to) the Caterers under the Catering Contracts,

for any refreshments, catering and ancillary services provided to UKA and/or UKA Parties in accordance with this Clause 16 (Refreshments, Catering and Ancillary Services).

- 16.7 UKA shall pay to the Grantor, within 20 Business Days of receipt of the invoice provided in accordance with Clause 16.6(b) (Refreshments, Catering and Ancillary Services), the amount on the invoice for the refreshments, catering and ancillary services packages requested by UKA.
- 16.8 The Grantor agrees to use its best endeavours to procure that an experienced and suitably qualified Caterer or Caterers shall be appointed and available on the Athletics Event Dates for the provision of refreshments, catering and ancillary services which are appropriate for that Athletics Event and that such Caterer(s) shall be supported by adequately skilled and trained catering staff in respect of each Athletics Event.
- 16.9 Save as expressly set out in this Clause 16 (Refreshments, Catering and Ancillary Services), UKA agrees that the Grantor and/or any Grantor Party shall have no liability to UKA in connection with the provision of any refreshments, catering or ancillary services agreed between the Grantor and/or any Grantor Party and such Caterer.
- 16.10 In the event that the Grantor cannot provide refreshments, catering or ancillary services and associated personnel to UKA for an Athletics Event, the Grantor shall inform UKA as soon as practicable. In such circumstances, UKA may provide refreshments, catering or ancillary services and associated personnel at its own cost.
- 16.11 The Grantor shall be entitled to retain all revenue received from any beverage company, which is exclusively in respect of any pourage rights, for its own account.

## 17. ADMISSION CHARGES

- 17.1 The face-value for the Tickets for any Athletics Event shall be decided by UKA and UKA agrees that it shall adopt a pricing policy to balance both attendance and revenue for each Athletics Event over the Term, subject to applicable competition law.
- 17.2 Subject to the Grantor's Ticket Allocation Rights and to Clause 21.6 (Athletics Event Tickets) or any other agreement between the Parties, the Tickets for each Athletics Event shall be sold by or on behalf of UKA and all revenues generated by the sale of Tickets for each Athletics Event shall belong to UKA. UKA acknowledges that it shall not require additional consideration (whether monetary or otherwise) from Athletics Event Day Ticket holders for the provision of entertainment prior to, during or after an Athletics Event on an Athletics Event Day, except where agreed in advance by the Grantor in writing.
- 17.3 UKA shall procure that the Tickets for any Athletics Event are sold subject to the Ticketing Terms and Conditions.

## 18. MAINTENANCE FEE, SUPER PROFIT PAYMENT AND OPERATING COSTS PAYMENTS

- 18.1 UKA shall ensure that an amount equal to £35,000 per annum (the **Maintenance Fee**) is paid promptly to the Grantor in consideration for the Grantor's ongoing maintenance of the Athletics Field of Play to IAAF standards.

- 18.2 UKA shall pay to the Grantor the amount due from it under Clause 18.1 (Maintenance Fee, Super Profit Payment and Operating Costs Payments) in one instalment on, or before, the date falling ten Business Days after 1 April in each Event Year. For the avoidance of doubt and notwithstanding any other provision of this Agreement, no Super Profit Payment shall be due in respect of 2019 or any subsequent year. The Super Profit Payment provisions in this Agreement relate exclusively to previous years.
- 18.3 UKA shall, as soon as possible, but in any event within a maximum of six weeks after the date of each Applicable Athletics Event, notify the Grantor in writing of an amount equal to the aggregate of the Super Profit Payment for each Applicable Athletics Event (if any) (the **Super Profit Payment Notice**). UKA shall provide with each Super Profit Payment Notice such supporting evidence as may be reasonably necessary for the Grantor to verify the accuracy of and calculations set out in the Super Profit Payment Notice. For the purposes of calculating the Super Profit Payment, UKA shall ensure that all revenue generated for (or on behalf of) UKA in respect of a relevant Athletics Event is paid directly to UKA, or to someone on behalf of UKA, and that all such revenue is included in the calculation of the Net Revenue generated by any relevant Athletics Event.
- 18.4 Subject to Clause 18.5 (Maintenance Fee, Super Profit Payment and Operating Costs Payments), the Grantor shall provide an invoice to UKA in respect of the Super Profit Payment promptly following its receipt of the Super Profit Payment Notice, and UKA shall pay each valid invoice within 30 days after receipt of the invoice.
- 18.5 Any dispute between the Parties in relation to the Super Profit Payment shall be a Matter for Expert Determination to be resolved pursuant to Clause 44 (Other Disputes).
- 18.6 UKA shall pay to the Grantor all Operating Costs on or before the date falling 30 days after receipt of a final Athletics Event account or the final Event Year account submitted by the Grantor in accordance with Clause 20.1 (Accounting).
- 18.7 The Grantor shall account to UKA for the ticketing revenue it receives in accordance with the provisions at Clause 21 (Athletics Event Tickets) and Schedule 4 Part 4 hereto.
- 18.8 The Grantor and UKA agree that in respect of any Additional UKA Event Days held at the Stadium the costs reasonably incurred by the Grantor will be deemed to be Operating Costs and treated accordingly. Any revenue generated by any Corporate Event shall be shared by the Parties on an equal basis after costs have been deducted. The Parties shall adopt the mechanics for reporting and accounting for costs and revenue in respect of Additional UKA Event Days as those described at Clauses 20.2 to 20.10 (Accounting) in relation to Athletics Events.
- 18.9 The Grantor shall pay to UKA any amounts payable in accordance with Clause 4.10 (Athletics Event Calendar) to 4.11 (Athletics Event Calendar) (if any) on or before the date falling 30 days after receipt of a final Athletics Event account submitted by UKA in accordance with Clause 20.3 (Accounting).
- 18.10 If there is a dispute in relation to any amount payable, UKA shall pay the amount not in dispute and any further amount due (if any) shall be paid within five Business Days of agreement or determination of the amount due in accordance with Clause 43 (Expert Determination).
- 18.11 The Maintenance Fee and the Super Profit Payment are payable during Force Majeure Events.
- 18.12 UKA shall comply with its payments obligations in relation to any invoice issued by the

Grantor for refreshments, catering and ancillary services under Clause 16.7 (Refreshments, Catering and Ancillary Services).

- 18.13 Subject to UKA complying with its obligations under Clause 18.10 (Maintenance Fee, Super Profit Payment and Operating Costs Payments), the Grantor shall comply (or the Grantor shall procure that the relevant Grantor Party complies) with its payments obligations to any caterer in accordance with the terms of any agreement between the Grantor and a caterer for the provisions of the refreshments, catering and ancillary services at the Stadium

## **19. INDEXATION**

- 19.1 All monetary amounts referred to in this Agreement shall be indexed by reference to RPI.
- 19.2 The indexation adjustment shall take place by adding the sum obtained by multiplying such amount by the percentage increase, represented as a decimal figure, between the figure shown in the row containing the April 2012 figure for RPI (being 241.9) and the figure shown in the row containing the April figure for RPI for the year in which the increase by indexation of the relevant amount occurs or (if not available) the April figure for RPI in the immediately preceding year.

## **20. ACCOUNTING**

- 20.1 The Grantor will produce an annual rate card setting out indicative and scalable estimates (in relation to the size of the relevant Athletics Event) for the estimated Operating Costs for the use of the Stadium for the Athletics Events during that Event Year, which shall be fair and reasonable and not greater than the operating costs offered to all other Concessionaires.
- 20.2 As soon as possible, but in any event within a maximum of six weeks after the date of each Athletics Event, the Grantor shall submit to UKA a final Athletics Event account setting out in reasonable detail the calculation of its revenues and Operating Costs for each Athletics Event Date and for the Relevant Athletics Event Income any other invoices or amounts due from either Party in respect of that Athletics Event and provide supporting documentation or evidence to UKA of the relevant invoices or the amounts due promptly on request. The Grantor shall keep precise records of all Operating Costs, Alternative Event Costs, Alternative Event Revenue and any Relevant Athletics Event Income and allow UKA (or its authorised representatives) full audit rights of those records on reasonable notice.
- 20.3 As soon as possible, but in any event within a maximum 12 weeks after the date of each Athletics Event, UKA shall submit to the Grantor a final Athletics Event account setting out in reasonable detail the calculation of revenues and costs for each Athletics Event Date, the Relevant Athletics Event Income and any other invoices or amounts due from either Party in respect of that Athletics Event and provide supporting documentation or evidence to the Grantor of the relevant invoices or the amounts due promptly on request. UKA shall keep precise records of all relevant operating costs or expenses incurred by UKA, the Net Revenues, the Average Net Revenue and the Base Ticket Sale Revenue or any Relevant Athletics Event Income and allow the Grantor (or its representatives) full audit rights of those records on reasonable notice.
- 20.4 As soon as possible but in any event within a maximum of six weeks after the date of agreement or determination of the final Athletics Event account for the final Athletics Event in each Event Year, the Grantor shall submit to UKA a final Event Year account and (if required) UKA shall submit to the Grantor a final Event Year account.
- 20.5 If UKA does not agree with any final Athletics Event account prepared by the Grantor in

accordance with Clause 20.1 (Accounting) or any final Event Year account prepared by the Grantor in accordance with Clause 20.3 (Accounting) it will notify the Grantor within ten Business Days of receiving the relevant final Athletics Event account or final Event Year account (as appropriate). The matters under dispute will be a Matter for Expert Determination to be resolved in accordance with Clause 43 (Expert Determination).

- 20.6 If UKA does not notify the Grantor that it does not agree with any final Athletics Event account or any final Event Year account (as appropriate) within the ten Business Day period referred to in Clause 20.5 (Accounting) it will be deemed to have accepted that final Athletics Event account or final Event Year account (as appropriate) and the calculations shown in such final Athletics Event account or final Event Year account (as appropriate).
- 20.7 Subject to Clause 18.3 (Maintenance Fee, Super Profit Payment and Operating Costs Payments), all amounts due under this Agreement in respect of any Athletics Event from either Party will be paid by that Party within five Business Days of the date on which the final Athletics Event account for that Athletics Event has been agreed or determined in accordance with this Clause 20 (Accounting).
- 20.8 In the event that any payment required to be made by either Party under this Agreement is not received by the other on or before the due date for payment, interest shall become payable thereon both before and after judgment at the rate of 4% above the base rate of Barclays Bank PLC (or, if such rate is not available, the nearest equivalent rate of another clearing bank in the City of London nominated by the Party to whom the payment is due) for the time being in force from the due date for payment to the date when payment is actually received (both before and after judgment). In the event of any other rate being substituted for the base rate then such substituted rate shall apply for the purpose of this Clause 20 (Accounting).
- 20.9 UKA and the Grantor shall each establish and, for so long as required by Applicable Laws, maintain true and correct records in respect of amounts due to be paid to the other in accordance with this Agreement.
- 20.10 The documents of each Party referred to in Clause 20.9 (Accounting) shall, to the extent that disclosure of any such document or its contents will not cause that Party to be in breach of any confidentiality undertaking with or to a third party, be available at all reasonable times for inspection and audit by the other Party as part of the process of agreeing any final Athletics Event account or final Event Year account in accordance with this Clause 20 (Accounting).
- 20.11 The provisions at Clause 20.1 to 20.10 shall apply to the accounting protocol around Additional UKA Event Days and 'Athletics Event' shall substituted with 'Additional UKA Event Days' where appropriate.

## **21. ATHLETICS EVENT TICKETS**

- 21.1 UKA shall bear the cost of Athletics Event Ticket production in respect of each Athletics Event.
- 21.2 All Tickets for each Athletics Event shall be designed by UKA in accordance with the Ticketing Policy and Requirements after consultation with the Grantor. Each Ticket shall feature the Stadium Logo or the Stadium Name.
- 21.3 With reference to the Grantors Ticket Allocation Rights, the Parties shall act in accordance with the provisions of the Grantor's Ticket Allocation Terms at Schedule 4 Part 4 hereto

- 21.4 UKA agrees that it shall bear the cost of selling and distributing all Tickets (other than those provided to the Grantor under the Grantor's Ticket Allocation Rights, the Grantor's VIP Tickets, the Grantor's General Admission Tickets and any Tickets purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets)).
- 21.5 UKA will provide the Grantor with all of the Grantor's VIP Tickets, the Grantor's General Admission Tickets, any Tickets requested by the Grantor under the Grantor's Media Ticket Option and any Tickets purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets) for an Athletics Event 15 Business Days before an Athletics Event.
- 21.6 The Parties will not and will procure that any person to whom it distributes any VIP/Sponsor Ticket or Media Ticket will not sell or otherwise transfer any of the Media Tickets or VIP/Sponsor Tickets.
- 21.7 Notwithstanding this Clause 21 (Athletics Event Tickets), the Grantor Commercial Partners (including the Stadium Naming Rights Prime Sponsor) may purchase at face value such number of General Admission Tickets as agreed with UKA in advance of the General Admission Tickets going on sale to the public for each Event for face value resale by the Grantor Commercial Partners (including the Stadium Naming Rights Prime Sponsor).
- 21.8 The sale of Tickets for each Event shall be substantially in the form set out in the Ticketing Terms and Conditions.
- 21.9 UKA may from time to time change the Ticketing Terms and Conditions if it has given prior notification to the Grantor of any changes to the Ticketing Terms and Conditions, subject to the changes being in compliance with the requirements of any Consents, Regulatory Body requirements or Applicable Laws.
- 21.10 UKA and the Grantor agree that the Tickets shall be sold or provided in accordance with the Governing Body Requirements, Guide to Safety at Sports Grounds, Regulatory Body requirements and Applicable Laws. Tickets are not for resale.
- 21.11 UKA agrees to produce each Ticket and that each Ticket must be compatible with the updated turnstile hardware, which should not be updated by the Grantor more than once in each ten year period following the Commencement Date. The Grantor shall notify UKA not less than six months before any such update to the turnstile hardware and shall consult with UKA for a reasonable period in advance of any such update.
- 21.12 UKA shall pay for the cost of ensuring its Tickets are compatible with the updated turnstile hardware and the Grantor shall pay for the cost of the installation of the updated turnstile hardware.
- 21.13 UKA and the Grantor shall use their best endeavours (and the Grantor shall procure that any Operator uses its best endeavours) to agree a binding Ticket Protocol in relation to the Tickets for the Stadium.

#### **21A GRANTOR'S EXECUTIVE BOX RIGHTS**

- 21A.1 The Grantor shall have the right to the exclusive use of one Executive Box for hospitality purposes for each Athletics Event, together with the requisite number of Executive Box Tickets to allow the Executive Box to be used to its full licensed capacity, all of which shall be provided free of charge (subject to Clause 21A.2).

- 21A.2 The Grantor shall be responsible for the cost of all food and drink consumed in the Executive Box when in use by the Grantor.
- 21A.3 The Grantor shall not use the Executive Box for financial gain through its sale or hire to third parties but it may be used by the Grantor for promotional or other commercial purposes.
- 21A.4 The Parties acknowledge and agree that in the case of certain Major Championship Events that the promoter of such events may ask for certain restrictions of conditions to be applied to the use of the Executive Box. UKA agree to use best endeavours to ensure that the Grantor's Executive Box Rights are preserved in such circumstances.
- 21A.5 UKA shall ensure that sufficient tickets are made available to satisfy its obligations to the Grantor in respect of the Grantor's Executive Box Rights.
- 21A.6 The Grantor agrees that use of the Executive Box and the Executive Box Tickets shall be governed by any relevant terms and conditions of use in existence at the time of use provided that such are communicated in advance to the Grantor.

## **21B GRANTORS VIP TICKET RIGHTS**

- 21B.1 The Grantor shall be entitled to an option to purchase up to 30 VIP tickets for each Athletics Event, at face value, and exercisable within 7 days of Tickets for relevant Athletics Event going on sale, after which time the option shall lapse.

## **22. STAFF**

In accordance with the requirements of any Regulatory Body and any Governing Body Requirements, the Grantor shall, at its own cost, provide or procure all necessary ticket checkers, turnstile operators, stewards within the Island (subject to a reasonable level of cost for the stewards for an Athletics Event of equivalent size), security personnel within the Island (subject to a reasonable level of cost for the security personnel for an Athletics Event of equivalent size), ambulance and other medical personnel, staff for outlets, staff for restaurants and other public catering outlets, cleaning and maintenance staff and other personnel of suitable qualification and training in sufficient numbers to ensure the safe and efficient operation and management of the Stadium, the spectators and the public on an Athletics Event Day. The Grantor will include the costs of such staff in the final Athletics Event account or the final Event Year account to be payable by UKA as an Operating Cost.

## **23. MARKETING**

- 23.1 Subject to Clause 10.3(i) (Naming and Signage Rights), for any Athletics Events at which UKA produces an Athletics Event Programme, the Grantor shall be entitled to access the Grantor's Advert Page free of charge for its own use and/or for the use of any Commercial Partners of the Grantor and the Grantor shall provide the artwork which it requires for inclusion in any relevant Athletics Event Programme within ten Business Days of a request for such artwork by UKA. Where UKA's logo and website address and the Clean Stadium Logo and the Grantor's website address appear on the same page of the Athletics Event Programme they shall each be of a similar size and given similar prominence.
- 23.2 Other than where the Stadium is provided as a Clean Stadium in accordance with Clause 10.5 (Naming and Signage Rights):
- (a) UKA, UKA Parties and UKA's Commercial Partners must not refer to the Stadium or the venue for the Athletics Events by any name other than the Stadium Name and/or use any logo in relation to the Stadium other than the Stadium Logo (including, without

limitation, in any audio or visual promotional material, Athletics Event Programmes, Tickets, marketing documentation, official fixtures/schedules and stationery in relation to the Stadium); and

- (b) UKA must use the Stadium Logo and/or the Stadium Name at all times on all publications (including, without limitation, in any audio or visual promotional material, Athletics Event Programmes, Tickets, marketing documentation, official fixtures/schedules and stationery in relation to the Stadium) published in relation to the Stadium and the Athletics Events (where reference is made to the Stadium) and the Stadium Name and/or Stadium Logo shall be of a reasonable size and prominence.
- 23.3 UKA must (and UKA must use reasonable endeavours to procure that the UKA Parties must) comply at all times with Schedule 7 (Park Branding Restrictions).
- 23.4 UKA shall (and UKA must use reasonable endeavours to procure that the UKA Parties shall) be responsible for and retain the revenues from the sale of the Athletics Event Programmes at all times.
- Subject to reasonable health and safety concerns, the Grantor agrees that UKA may provide an unlimited number of Athletics Event Programme vendors on the Island and in the Stadium.
- 23.5 UKA shall (and UKA must use reasonable endeavours to procure that the UKA Parties shall) ensure that no advertisement or any other material will be placed in any Athletics Event Programme or any other publication or marketing documentation referring to the Stadium that falls into any of the Excluded Categories. The Grantor shall ensure that no advertisement or any other material to be included on the Grantor's Advert Page falls within any of the Excluded Categories.
- 23.6 Subject to Clause 23.5 (Marketing) and the Grantor's Advert Page, UKA or its authorised representatives shall have the sole right to sell any advertising space in the Athletics Event Programmes and retain all revenue from those sales.
- 23.7 In relation to Athletics Events where tickets have been sold to spectators, UKA shall provide any relevant Athletics Event Programmes at cost for each Grantor VIP Ticket and shall provide at cost an Athletics Event Programme for each Ticket purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets), subject to a maximum of 500 Athletics Event Programmes.
- 23.8 The Grantor shall use reasonable endeavours to ensure that no unauthorised or unofficial products relating to UKA or either of the Participating Entities in any Athletics Event is sold or offered for sale in or on the Stadium or the Island. If notified by the UKA or any UKA Party of such activity, the Grantor shall use best endeavours to stop such selling or offering for sale of which it has been notified.
- 23.9 If there is no Brand Conflict, UKA must:
- (a) use its best endeavours to procure that any UKA Parties (other than UKA's Commercial Partners); and
- (b) endeavour to procure that any UKA Commercial Partners;
- refer to the Stadium by the Stadium Name and/or use the Stadium Logo at all times on all publications (including any audio or visual promotional material, Athletics Event Programmes, Tickets, marketing documentation, official fixtures/schedules and stationery in reference to the Stadium) published in relation to the Stadium.

23.10 UKA shall promote each Athletics Event and, in its absolute discretion, determine any advertising promotions or publicity to maximise attendances at the Athletics Events.

23.11 The Grantor shall in its discretion, and subject always to the prior approval of the Office of the Mayor of London, actively support any bid by UKA to host a Major Championship Event and/ or a Major Sporting Event at the Stadium during the Term.

#### **24. AGENTS AND FUTURE OPERATORS**

24.1 The Parties acknowledge that the Grantor and UKA shall be entitled to appoint agents for the effective exploitation of any of their respective rights and/or the performance of their obligations and the Parties shall procure that their respective agents liaise where appropriate in order to avoid or reduce duplication of effort.

24.2 UKA acknowledges that the Grantor may after the date of this Agreement contract with one or more agents or sub-contractors as Grantor Parties to act as an operator in relation to part or all of the Stadium and the Facilities and Services.

24.3 UKA confirms that it shall procure that it, UKA Parties and its respective agents will liaise directly with any such agents, sub-contractors and Grantor Parties and will, at the request of the Grantor,

enter into such agreements as the Grantor reasonably requires to create a direct contractual relationship with any future operator in relation to any operational obligations, on the same terms as this Agreement.

24.4 Each Party shall be liable for all acts, or omissions, of any agent (acting within the scope of the actual authority of that agent) as if such acts or omissions had been committed or omitted by that Party itself.

#### **25. POLICE**

The Grantor shall be responsible for procuring and paying for the reasonable cost of police services provided on an Athletics Event Date in connection with any Athletics Event. The Grantor will include the costs of such police services in the final Athletics Event account or the final Event Year account to be payable by UKA as an Operating Cost.

#### **26. EXCLUSIVE CONTRACTORS AND PERSONNEL**

Where the Grantor engages an exclusive contractor for particular goods or services within the Stadium and UKA is obliged to use such contractor, the Grantor will use its best endeavours to secure for UKA a competitive fair market rate in respect of the cost of the goods or services supplied. A competitive fair market rate will be determined by the results of a public procurement process.

#### **27. FORCE MAJEURE**

27.1 If UKA or the Grantor (the **Affected Party**) is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other (the **Non-Affected Party**) and provide the Non-Affected Party with its best estimate of the likely extent and duration of its inability to perform its obligations under this Agreement as a result of the Force Majeure Event.

27.2 In relation to any Force Majeure Event the Affected Party shall be excused from performance



and shall not be construed to be in default or breach in respect of any obligation under this Agreement:

- (a) if the Affected Party gives the notice referred to in Clause 27.1 (Force Majeure) no later than ten days after the date on which the Affected Party first had knowledge of the effect of the Force Majeure Event, from the date of occurrence of the Force Majeure Event; and
- (b) if the Affected Party gives the notice referred to in Clause 27.1 (Force Majeure) later than ten days after the date on which the Affected Party first had knowledge of the effect of the Force Majeure Event, from the date of such notice,

for so long as failure to perform such obligation shall be due to such Force Majeure Event.

27.3 For so long as an Affected Party is relying on the provisions of this Clause 27 (Force Majeure) to excuse it from performing its obligations, that Affected Party shall take all reasonable steps to mitigate the effects of the relevant Force Majeure Event.

27.4 The Term of this Agreement will be extended for a period equal to the period in which the Affected Party was unable to perform its obligations under this Agreement as a result of a Force Majeure Event up to a maximum of one month following any Force Majeure Event in the final Event Year of the Term.

27.5 For any Force Majeure Event that is in existence on, or may affect, an Athletics Event Day the provisions of Clause 15 (Postponement, Cancellation or Relocation of Athletics Events) shall also apply.

## **28. TERMINATION**

28.1 Either Party shall have the right to terminate this Agreement by notice to the other if the other Party commits a repudiatory breach of this Agreement, other than as a result of a Force Majeure Event.

28.2 Without prejudice to Clause 28.1 (Termination), the Grantor shall, in addition, have the right to terminate this Agreement by notice if:

- (a) UKA fails to make any payment due from it under or in respect of this Agreement and such non-payment persists for three months after receiving notice of such failure from the Grantor or other relevant payee;
- (b) UKA fails to comply with the provisions of this Agreement relating to the Reserved Naming and Association Rights and/or Associated Rights and such failure is not remedied or (in the sole and absolute discretion of the Grantor acceptably mitigated) within ten Business Days after receiving notice of such failure from the Grantor;
- (c) UKA fails to comply with the provisions of this Agreement relating to the Reserved Naming and Association Rights and/or Associated Rights on more than three occasions in any 30 day period or three times over the course of a calendar year;
- (d) UKA commits a material breach of this Agreement or any action by UKA results in the Grantor or LLDC committing a material breach of this Agreement and/or the Headleases and such breach is not remedied or (in the sole and absolute discretion of the Grantor acceptably mitigated) within 20 Business Days after receiving notice of such failure from the Grantor;

- (e) a Change of Control occurs in relation to UKA and the Grantor determines that UKA is no longer in compliance with either the Status Requirement or the Technical Standing Requirement;
  - (f) UKA is the subject of an Insolvency; or
  - (g) the term of any Concession Agreement has expired.
- 28.3 UKA has the right to terminate this Agreement if a Grantor Default has occurred and is continuing without remedy for 90 days or, during the Athletics Window, for 20 days.
- 28.4 Termination by UKA can only occur if UKA serves a termination notice (specifying the type of Grantor Default that has occurred) on the Grantor within 45 days of UKA becoming aware of the Grantor Default, with termination taking effect after expiry of 90 days or, during the Athletics Window, 20 days (each as specified in Clause 28.3 (Termination)) or, if later, the period in this Clause 28.4 (Termination) but only if the Grantor Default is continuing and has not been remedied or waived by UKA as at the date of purported termination.
- 28.5 The rights of termination set out in this Clause 28 (Termination) are the only rights which the Parties shall have to terminate this Agreement.
- 28.6 Any termination of this Agreement is without prejudice to any rights or obligations of the Parties which have accrued prior to the date of termination.

## **29. EFFECT OF TERMINATION**

Subject to Clause 29.2 (Effect of Termination) upon a termination of this Agreement by the Grantor the right of UKA on the Stadium Dates and its other rights under this Agreement will cease immediately.

- 29.1 Upon termination of the Agreement by either Party, UKA shall:
- (a) cooperate fully with the Grantor and a Concessionaire;
  - (b) as soon as practicable remove from the Stadium all property and, if it has not done so within 40 Business Days after any notice from the Grantor requiring it to do so, the Grantor may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and shall hold any proceeds less all costs incurred to UKA;
  - (c) deliver to the Grantor any keys to the UKA Storage Area or other parts of the Stadium to which it holds any keys; and
  - (d) fully compensate the Grantor for the costs of reinstatement to any part of the Stadium where damage has been caused by UKA or a UKA Party.
- 29.2 Upon termination of the Agreement by either Party the Grantor shall cooperate fully with UKA.

## **30. VALUE ADDED TAX**

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

- 30.2 If any amount payable under this Agreement constitutes the consideration for any supply for VAT purposes and VAT is chargeable in respect of that supply, the Party making the payment must, where the recipient of the payment is the person required to account for such VAT to the relevant tax authority (in addition to and at the same time as paying any other consideration for such supply) pay to the recipient an amount equal to the amount of the VAT and the recipient must promptly provide an appropriate VAT invoice.
- 30.3 Where under this Agreement any Party is required to reimburse or indemnify another Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such other Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such other Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- 30.4 Any reference in this Clause 30 (Value Added Tax) to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (or the equivalent of the representative member in the relevant jurisdiction).
- 30.5 In relation to any supply made by a Party to any other Party under this Agreement, if reasonably requested by the Party making the supply, the recipient of the supply must promptly provide the supplier with details of the recipient's VAT registration and such other information as is reasonably requested in connection with the supplier's VAT reporting requirements in relation to such supply.

### **31. GROSS-UP**

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

### **32. SET-OFF**

- 32.1 Neither Party shall be entitled to set off against any monies that it owes to the other Party, monies owed by or anticipated from that other Party save to the extent expressly anticipated in Clause 20 (Accounting).
- 32.2 The Grantor shall be entitled to set off against any amounts owed by the Grantor to UKA, any

payments owed to the Grantor by UKA following the delivery of a termination notice by the Grantor under Clause 28 (Termination) until the effective date of termination.

**33. ENTIRE AGREEMENT**

33.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreement that shall cease to have any further force or effect.

33.2 It is acknowledged and agreed that:

- (a) no Party has entered into this Agreement in reliance upon any representation, warranty, undertaking, collateral contract or other assurance of any other Party that is not expressly set out or referred to in this Agreement;
- (b) no Party shall have any remedy in respect of misrepresentation or untrue statement made by any other Party unless and to the extent that a claim lies for breach of warranty under this Agreement; and
- (c) this Clause 33 (Entire Agreement) shall not exclude any liability for fraudulent misrepresentation.

**34. FURTHER ASSURANCE**

UKA agrees to, at its own expense, do, execute and perform all such further deeds, documents, assurances, acts and things as may be reasonably required by the Grantor to carry the provisions of this Agreement into full force and effect.

**35. CONFIDENTIALITY AND ANNOUNCEMENTS**

**35.1 Confidential Information**

- (a) The Parties agree that the provisions of this Agreement shall, subject to paragraph (b) below, not be treated as Confidential Information and may be disclosed without restriction.
- (b) Paragraph (a) above shall not apply to provisions of this Agreement designated as Commercially Sensitive Information and listed in Part 1 (Commercially Sensitive Information) and Part 2 (Commercially Sensitive Contractual Provisions) of Schedule 6 (Commercially Sensitive Information) which shall, subject to this Clause 35 (Confidentiality and Announcements), be kept confidential for the periods specified in those Parts.
- (c) The Parties shall keep confidential all Confidential Information received by one Party from the other Party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

**35.2 Permitted disclosure**

Paragraphs (b) and (c) of Clause 35.1 (Confidentiality and Announcements) shall not apply to:

- (a) any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement for the performance of

those obligations;

- (b) any matter which a Party can demonstrate is already or becomes generally available in the public domain otherwise than as a result of a breach of this Clause 35 (Confidentiality and Announcements);
- (c) any disclosure to enable a determination to be made under Clause 43 (Expert Determination) or in connection with a dispute;
- (d) any disclosure which is required pursuant to any statutory or legal (including any order of a court of competent jurisdiction) obligation placed upon the Party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law or, if not having the force of law, compliance with which is in accordance with the general practice of persons subject to the stock exchange or governmental or regulatory authority concerned;
- (e) any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
- (f) any provision of information to the Parties' own professional advisers or insurance advisers or insurers or any other Party to enable the Grantor to carry out its obligations under this Agreement, or if it wishes to acquire shares in the Grantor to that person or their respective professional advisers but only to the extent reasonably necessary to enable a decision to be taken on the proposal;
- (g) any registration or recording of the Consents;
- (h) any disclosure of information by the Grantor to Her Majesty's Department of Culture, Media and Sport, Her Majesty's Department for Communities and Local Government, the Greater London Authority or any other governmental, parliamentary, public or regulatory body;
- (i) any disclosure for the purpose of:
  - (i) the examination and certification of the Grantor's or UKA's accounts;
  - (ii) complying with a proper request from either Party's insurance adviser, or insurer on placing or renewing any insurance policies or in relation to any claim or loss adjustment; or
  - (iii) (without prejudice to the generality of paragraph (d) above) compliance with the FOIA and/or the Environmental Information Regulations,

provided that, to avoid doubt, neither subparagraph (iii) nor paragraph (d) above shall permit disclosure of Confidential Information otherwise prohibited by this Clause 35 (Confidentiality and Announcements) where that information is exempt from disclosure under section 41 of the FOIA.

35.3 Where disclosure is permitted under Clause 35.2 (Confidentiality and Announcements), other than under paragraphs (b), (d), (e), (g) and (i), the Party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

- 35.4 UKA shall not make use of this Agreement otherwise than for the purpose of this Agreement, except with the written consent of the Grantor.
- 35.5 The Parties acknowledge that the Audit Commission has the right to publish details of this Agreement (including Commercially Sensitive Information) in its relevant reports to Parliament.
- 35.6 The provisions of this Clause 35 (Confidentiality and Announcements) are without prejudice to the application of the Official Secrets Acts 1911 to 1989.
- 35.7 Unless otherwise required by any law or any regulatory or governmental authority (but only to that extent), neither Party shall make or permit or procure to be made any public announcement or disclosure (whether for publication in the press, the radio, television screen or any other medium) of any Confidential Information or, without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).

### **36. FREEDOM OF INFORMATION**

- 36.1 UKA acknowledges that the Grantor is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the Grantor's compliance with its Information disclosure requirements in the manner provided for in Clauses 36.2 (Freedom of Information) to 36.8 (Freedom of Information).
- 36.2 Where the Grantor receives a Request for Information in relation to Information that UKA is holding on its behalf and which the Grantor does not hold itself, the Grantor shall refer to UKA such Request for Information that it receives as soon as practicable and in any event within five Business Days of receiving a Request for Information and UKA shall:
- (a) provide the Grantor with a copy of all such Information in the form that the Grantor requires as soon as practicable and in any event within ten Business Days (or such other period as the Grantor acting reasonably may specify) of the Grantor's request; and
  - (b) provide all necessary assistance as reasonably requested by the Grantor in connection with any such Information, to enable the Grantor to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 36.3 Following notification under Clause 36.2 (Freedom of Information), and up until such time as UKA has provided the Grantor with all the Information specified in Clause 36.2(a) (Freedom of Information), UKA may make representations to the Grantor as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the Information requested, provided always that the Grantor shall be responsible for determining at its absolute discretion:
- (a) whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and
  - (b) whether Information is to be disclosed in response to a Request for Information, and in no event shall UKA respond directly, or allow UKA Parties to respond directly, to a Request for Information unless expressly authorised to do so by the Grantor.
- 36.4 Subject to appropriate procedural measures being taken with respect to any confidentiality obligation, UKA shall ensure that all Information held on behalf of the Grantor is retained for

disclosure in accordance with the best practice relating to records retention and shall permit the Grantor to inspect such Information as requested from time to time.

36.5 UKA shall transfer to the Grantor any Request for Information received by UKA as soon as practicable and in any event within three Business Days of receiving it subject to appropriate procedural measures being taken with respect to any confidentiality obligations.

36.6 UKA acknowledges that any lists provided by it listing or outlining Confidential Information are of indicative value only and that the Grantor may nevertheless be obliged to disclose Confidential Information in accordance with Clause 36.3 (Freedom of Information).

36.7 In the event of a request from the Grantor pursuant to Clause 36.3 (Freedom of Information), UKA shall as soon as practicable, and in any event within five Business Days of receipt of such request, inform the Grantor of UKA's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Grantor under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Grantor's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations the Grantor shall inform UKA in writing whether or not it still requires UKA to comply with the request and where it does require UKA to comply with the request the ten Business Day period for compliance shall be extended by such number of additional days for compliance as the Grantor is entitled to under Section 10 of the FOIA. In such case, the Grantor shall notify UKA of such additional days as soon as practicable after becoming aware of them and shall reimburse UKA for such costs as UKA incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

36.8 UKA acknowledges that (notwithstanding the provisions of Clause 35 (Confidentiality and Announcements)) the Grantor may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning UKA or the Stadium:

(a) in certain circumstances without consulting with UKA; or

(b) following consultation with UKA and having taken its views into account,

provided always that where paragraph (a) above applies the Grantor shall, in accordance with the recommendations of the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, draw this to the attention of UKA prior to any disclosure.

### 37. SEVERANCE

37.1 If any provision (or any part of any provision) of this Agreement shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such legality, invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

37.2 The invalidity or partial invalidity of any provision of this Agreement shall not prejudice or affect the remainder of this Agreement, which shall continue in full force and effect.

### **38. CHANGES TO THE PARTIES AND AMENDMENT**

38.1 Subject to Clause 38.2 (Changes to the Parties and Amendment), neither the Grantor nor UKA may assign, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under this Agreement without the prior express consent of the other, such consent not to be unreasonably withheld.

38.2 The rights and remedies of each Party under this Agreement or available in law or in equity may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right or remedy is not a waiver of that right or remedy or any other right or remedy available to the relevant Party.

38.3 No amendment of this Agreement shall be effective unless made in writing and signed by both Parties to this Agreement.

### **39. EXCLUSION AND LIMITATION OF LIABILITY**

39.1 Save as set out in Clause 39 (Exclusion and Limitation of Liability), and without prejudice to the liability of the Grantor under Clause 4.1.6 above, neither Party shall be liable to the other under this Agreement, upon expiration or earlier termination of this Agreement or otherwise, for any Excluded Liability.

39.2 Neither Party excludes or restricts its liability for death or personal injury caused by its or its employees' or its agents' negligence or for any fraud.

39.3 UKA acknowledges and agrees that if UKA commits any breach of this Agreement (other than as a consequence of a Force Majeure Event) then it is reasonably foreseeable on the part of UKA that the Grantor may incur and/or suffer losses, liabilities, damages, expenses, costs and actions against it in respect of any usage fee that the Grantor would have received and in the event that the Grantor incurs or suffers any such losses, liabilities, damages, expenses, costs or actions against it (as the case may be) under this Clause 39.3 (Exclusion and Limitation of Liability), the Grantor shall have the right to claim damages from, and seek to exercise any other legal or equitable rights against, UKA.

39.4 The Grantor acknowledges and agrees that if the Grantor commits any breach of this Agreement (other than as a consequence of a Force Majeure Event) then it is reasonably foreseeable on the part of the Grantor that UKA may incur and/or suffer losses, liabilities, damages, expenses, costs and actions against it in respect of any ticketing revenue that UKA would have received and in the event that UKA incurs or suffers any such losses, liabilities, damages, expenses, costs or actions against it (as the case may be) under this Clause 39.4, UKA shall have the right to claim damages from, and seek to exercise any other legal or equitable rights against, the Grantor.

39.5 The Grantor shall not be prevented from claiming against UKA for any other loss, liability, damage, expense, cost and action incurred and/or suffered that is not an Excluded Liability.

### **40. INDEMNITIES**

40.1 For the purpose of this Clause 40 (Indemnities), **Indemnified Party** means the Party benefiting from an indemnity included in this Agreement; **Indemnifying Party** means the Party providing the indemnity to the Indemnified Party; and **Relevant Event** means the event



to which the particular indemnity applies. Under this Agreement each Party agrees that:

- (a) the Indemnified Party shall promptly notify the Indemnifying Party of any relevant indemnity claim of which it becomes aware; and
  - (b) where the Relevant Event includes proceedings involving a third party, the Indemnified Party shall not make any admission as to liability in relation to, or agree to any settlement of or compromise in relation to, those proceedings (whether actual or threatened) without reasonably consulting the Indemnifying Party and the Indemnifying Party shall at the Indemnified Party's request give the Indemnified Party all reasonable assistance in connection with those proceedings relating to the Relevant Event.
- 40.2 UKA shall be responsible for any actions and inactions of any spectators, Athletes, Officials or any UKA Parties at the Stadium on a Stadium Date in respect of an Athletics Event and Additional UKA Event Days in respect of community events and/or corporate events operated by UKA (together, the **Event Attendees**). UKA shall fully and effectively indemnify the Grantor and each Grantor Party against all losses, liabilities, damages (including any fixtures and fittings in the Island), expenses and costs (including without limitation reasonable legal and other professional fees) caused or contributed to by any Event Attendee that the Grantor suffers or incurs which is in excess of £5,000 (indexed) per single Event (whether under another contract, at law or otherwise and whether or not known to UKA) during a Stadium Date as a result of the presence of UKA, any UKA Party or any breach or failure to perform (including the costs and/or consequences of any reasonable mitigation action taken by UKA) by UKA of this Agreement, subject to the Grantor taking reasonable steps to mitigate the expenses and costs incurred by any Event Attendee.
- 40.3 The Grantor shall fully and effectively indemnify UKA, its employees, directors and agents against all liabilities, damages, expenses and costs (including without limitation reasonable legal fees and other professional fees) arising out of the death or injury to any person caused by the negligence or wilful default of the Grantor or any Grantor Party arising out of the state of condition of repair of the Stadium.
- 40.4 UKA shall fully and effectively indemnify the Grantor and each Grantor Party against all losses, liabilities, damages, expenses and costs (including, without limitation, reasonable legal and other professional fees) as a result of the application of TUPE, which is caused or contributed to by UKA, or any UKA Party's actions or failure to act in accordance with this Agreement.
- 40.5 The Grantor shall fully and effectively indemnify UKA and each UKA Party against all losses, liabilities, damages, expenses and costs (including, without limitation, reasonable legal and other professional fees) as a result of the application of TUPE, which is caused or contributed to by the Grantor, or any Grantor Party's actions or failure to act in accordance with this Agreement.
- 40.6 UKA shall fully and effectively indemnify the Grantor and each Grantor Party against all liabilities, damages, expenses and costs (including, without limitation, any reasonable legal and other professional costs) which any of them may suffer or incur as a result of:
- (a) any allegation or claim that any Ticket infringes any Third Party Intellectual Property Right; or
  - (b) any allegation or claim that any Athletics Event Programme infringes any Third Party Intellectual Property Right; or

- (c) any allegation or claim that any display at the Stadium infringes any Third Party Intellectual Property Right; or
  - (d) any other allegation or claim that any act or inaction by UKA in relation to the Stadium infringes any Third Party Intellectual Property Right.
- 40.7 The Grantor will fully and effectively indemnify UKA and each UKA Party against all liabilities, damages, expenses and costs (including, without limitation, any reasonable legal and other professional costs) which any of them may suffer or incur as a result of:
- (a) any allegation or claim that any use of any of the Stadium Marks or the Clean Stadium Logo in accordance with this Agreement infringes any Third Party Intellectual Property Right; or
  - (b) any allegation or claim that any material provided by the Grantor to UKA for use or display in accordance with this Agreement (including, without limitation, any artwork which the Grantor provides to UKA for inclusion in any relevant Athletics Event Programme pursuant to Clause 23.1 (Marketing)) infringes any Third Party Intellectual Property Right; or
  - (c) any other allegation or claim that any act or inaction by the Grantor infringes any Third Party Intellectual Property Right,
- 40.8 UKA shall fully and effectively indemnify the Grantor and the Grantor Parties against all liabilities, damages, expenses and costs (including, without limitation, any reasonable legal and other professional costs) which any of them may suffer or incur as a result of UKA and/or its agent installing and removing any signage, dressing and other advertising or display materials of whatever nature in accordance with Clause 10.3(a) (Naming and Signage Rights).
- 40.9 UKA shall fully and effectively indemnify the Grantor and the Grantor Parties against all liabilities, damages, expenses and costs (including, without limitation, any reasonable legal and other professional costs) which any of them may suffer or incur as a result of the use or display by the Grantor of any material, including, without limitation, signage (and any Intellectual Property Rights alleged to be infringed thereby) which is provided by or on behalf of UKA to the Grantor for display at the Stadium or in relation to the staging of an Athletics Event at the Stadium under this Agreement.
- 40.10 UKA shall fully and effectively indemnify the Grantor and the Grantor Parties against any liabilities, damages, expenses and costs (including reasonable legal and other professional fees) incurred by the Grantor and/or Grantor Parties arising out of a breach by UKA of its obligations in respect of the Media Rights, save to the extent that UKA's breach is caused directly by the Grantor's failure to comply with its obligations under Clause 9.4(m) of this Agreement.
- 40.11 If an Athletics Event is abandoned in accordance with Clause 15 (Postponement, Cancellation or Relocation of Athletics Events) and UKA decides that Ticket prices shall not be refunded, UKA shall indemnify the Grantor and the Grantor Parties for and against all liabilities, damages, expenses and costs (including, without limitation, reasonable legal and other professional fees) arising in connection with the abandonment of the Athletics Event including, without limitation, any claims made by holders of Tickets that they should be refunded the whole or part of the cost incurred by them in respect of that Ticket.

#### **41. INTELLECTUAL PROPERTY**

- 41.1 UKA shall not be entitled to use and agrees not to use the Stadium Name, the Clean Stadium Logo or any other Intellectual Property Rights of the Grantor for any reason unless:
- (a) expressly provided in this Agreement; or
  - (b) with the express consent of the Grantor on terms and conditions determined by the Grantor.
- 41.2 The Grantor shall procure the grant to UKA of a worldwide, non-exclusive, royalty free, sub-licensable licence in respect of all the Intellectual Property Rights in, and to any the Stadium Marks, the Clean Stadium Logo and any other Intellectual Property Rights of the Grantor or any Grantor Party subject to the terms of this Agreement to the extent necessary to give full effect to UKA's rights and obligations under this Agreement and to operate its business in the ordinary course.
- 41.3 The Grantor shall procure that UKA has the right, without obtaining any further approval, to manufacture, distribute, promote and sell, and to sub-contract third parties to manufacture, distribute, promote and sell on its behalf products bearing or otherwise referencing the Stadium Marks, the Clean Stadium Logo and any other Intellectual Property Rights of the Grantor or any Grantor Party subject to the Applicable Laws.
- 41.4 If the Grantor reasonably objects to any use by UKA of the Stadium Marks, it shall notify UKA of the reason and any changes which, in the Grantor's reasonable opinion, should be made so that the Grantor would cease to object to such use of the Stadium Marks.
- 41.5 UKA shall be entitled to add to, remove or amend the UKA's Marks or UKA's trade mark usage guidelines provided from time to time and the Grantor shall ensure that all exercise of its rights under this Agreement shall reflect such changes, provided that:
- (a) UKA gives to the Grantor not less than six months' notice of such change;
  - (b) such new UKA's Marks are in accordance with all the terms of this Agreement, including, without limitation, all Applicable Laws;
  - (c) each such new UKA's Marks shall be a principal corporate identifier used by the UKA;
  - (d) the Grantor shall implement such changes at UKA's cost and expense, (including, without limitation, all signage and advertising at the Stadium), provided that the Grantor shall take all reasonable steps to mitigate such costs and expenses; and
  - (e) UKA has the right to have included UKA's Marks and one Commercial Partner's mark on the home page of the Grantor's website, at the Grantor's cost.
- 41.6 If UKA reasonably objects to any use by the Grantor or Grantor Parties of UKA's Marks, it shall notify the Grantor of the reason and any changes which, in UKA's reasonable opinion, should be made so that UKA would cease to object to such use of UKA's Marks.
- 41.7 UKA hereby grants to the Grantor but not to a Grantor Party a non-exclusive royalty-free non-assignable licence without any right to sub-licence in respect of all Intellectual Property Rights in, and to, UKA's Mark subject to the terms of this Agreement to the extent necessary to give full effect to the Grantor's rights and obligations under this Agreement and to operate its business in the ordinary course. If a Grantor Party requires use of UKA's Mark the Grantor may request that the UKA procures a licence enabling such Grantor Party to use UKA's Mark on such terms and conditions as UKA may determine in its absolute discretion.

- 41.8 In the event that any Party engages any third parties to design any aspect of the Stadium Marks or the Clean Stadium Logo, the engaging Party or Parties shall ensure that such third parties irrevocably waive any moral rights in relation to such designs and assign all Intellectual Property Rights in relation to such designs to the Grantor.
- 41.9 The Grantor shall at its own cost be responsible for all trade mark and/or design applications, registrations, filings and extensions (made anywhere in the world) in respect of the Stadium Marks.
- 41.10 The Grantor shall use reasonable endeavours to procure the grant to UKA of a non-exclusive, worldwide, royalty-free, licence to use any Intellectual Property Right of its Commercial Partners in order to give effect to the Stadium Marks or any other commercial rights. UKA shall be relieved of its applicable obligations in respect of the Stadium Marks or other commercial rights under this Agreement to the extent that the Grantor is unable to procure the grant of any such licence (if required) for the Stadium Marks or in respect of any other commercial rights.
- 41.11 The Grantor shall grant or shall procure the grant to UKA of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right owned by the Grantor or its Commercial Partners which it is necessary for UKA to use to carry out its obligations or exercise its rights under this Agreement, including a licence to use:
- (a) the Clean Stadium Logo and the Stadium Marks on all Tickets for any Event;
  - (b) the Clean Stadium Logo and the Stadium Marks on all Athletics Event Programmes and the Stadium Name and Clean Stadium Logo within Athletics Event Programmes; and
  - (c) Clean Stadium Logo and the Stadium Marks on any other promotional materials for any Event,
- for the term of this Agreement.
- 41.12 Subject to Clause 41.14 (Intellectual Property) below, the Grantor shall not be entitled to use any Intellectual Property Rights of UKA or any Participating Entities including on any merchandise, without the express written consent of UKA or the relevant Participating Entities (as the case may be).
- 41.13 UKA and the Grantor agree that any material that is created, originated or otherwise developed or designed for the purposes of this Agreement and in which there is vested any Intellectual Property Right:
- (a) by the Grantor or any of the Grantor Parties and its Commercial Partners shall, as between the Grantor and UKA, be the property of the Grantor; and
  - (b) by UKA or any UKA Parties shall, as between the Grantor and UKA, be the property of UKA.
- 41.14 UKA shall:
- (a) grant or shall procure the grant to the Grantor of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right owned by UKA; and

- (b) use its reasonable endeavours to procure the grant to the Grantor of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right of its Commercial Partners,

which it is necessary for the Grantor to use to carry out its obligations or exercise its rights under this Agreement. The Grantor shall be relieved of its applicable obligations under this Agreement to the extent that UKA is unable to procure the grant of any such licence from its Commercial Partners.

## 42. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

## 43. EXPERT DETERMINATION

- 43.1 Any dispute between the Grantor and UKA which, pursuant to an express provision in this Agreement, must be determined by an expert in accordance with this Clause 43 (Expert Determination) (a **Matter for Expert Determination**) shall be resolved in accordance with this Clause 43 (Expert Determination). In any other case, the dispute shall be resolved in accordance with Clause 44 (Other Disputes).
- 43.2 A Matter for Expert Determination shall be referred, at the request of either the Grantor or UKA (a **Request**), for determination by an independent expert. The Grantor and UKA shall agree on the appointment of the expert and shall agree with the expert the terms of his appointment.
- 43.3 The expert appointed may be an individual, partnership, association or body corporate and shall be generally recognised as an expert with a specialist capacity or area of knowledge in relation to the relevant issues that both Parties agree is relevant to the Matter for Expert Determination.
- 43.4 If the Grantor and UKA are unable to agree on the identity of the expert within five days of the date of a Request, or if the person appointed is unable or unwilling to act, such expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either of them.
- 43.5 An expert appointed pursuant to this Clause 43 (Expert Determination) shall act on the following basis:
- (a) on his appointment, the expert shall confirm his neutrality, independence and the absence of conflicts in determining the Matter for Expert Determination;
  - (b) the expert shall comply with the terms of this Agreement and act as an expert and not as an arbitrator;
  - (c) the expert's determination shall (in the absence of manifest error) be final and binding on the Grantor and UKA and not subject to appeal;
  - (d) the expert shall decide the procedure to be followed in the determination and shall be requested to make his determination in writing within 30 days after his appointment or as soon as practicable thereafter;
  - (e) the expert shall determine how and by whom the costs of the determination, including the fees and expenses of the expert, are to be paid; and

- (f) pending the expert's decision as to the costs of the determination, the costs shall be borne equally by the Parties.

#### **44. OTHER DISPUTES**

44.1 If there is:

- (a) a change to any of the Governing Body Requirements of a Concessionaire that results in that Concessionaire being required to host an event during the Championship Window or on the same day as an Athletics Event is to be staged at the Stadium; or
- (b) a change to the Governing Body Requirements that results in UKA being required to hold an Athletics Event on a day which conflicts with other events to be staged at the Stadium,

then the Parties must use their best endeavours to procure that the conflicting requirements are resolved as soon as reasonably practicable.

44.2 Subject to Clause 43 (Expert Determination), the English courts have exclusive jurisdiction to settle any dispute arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Clause 44 (Other Disputes), a **Dispute**) and each Party submits to the exclusive jurisdiction of the English courts.

44.3 For the purposes of this Clause 44 (Other Disputes), each Party waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

44.4 The Parties acknowledge and agree that remedies at law (including damages) may be inadequate to protect against a breach of this Agreement and the Parties shall not oppose the granting of injunctive relief, specific performance or other equitable relief in favour of the other Party without proof of actual damages.

#### **45. LEGAL RELATIONSHIP**

Nothing in this Agreement shall create or be deemed to create a partnership or a relationship of principal and agent between the Parties and no Party shall have the power to obligate or bind any other Party in any manner save as expressly provided in this Agreement.

#### **46. NOTICES**

46.1 Any notice, confirmation, approval or request to be given under this Agreement must be in writing and, unless otherwise stated, may be given:

- (a) in person, by post or fax; or
- (b) to the extent agreed by the Parties making and receiving the communication, by email or any other electronic communication.

46.2 For the purposes of this Agreement, an electronic communication will be treated as being in writing.

46.3 Notices shall be deemed to operate as follows:

- (a) if delivered in person, at the time of delivery;
- (b) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
- (c) if by fax, when received in legible form; and
- (d) if by email or any other electronic communication, when received in legible form.

**47. THIRD PARTY RIGHTS**

47.1 A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999, save for the benefit of any provisions of this Agreement expressed in favour of LLDC and/or the Grantor Parties.

47.2 Notwithstanding any term of this Agreement the consent of any person who is not a party is not required to rescind or vary any contract at any time.

**48. SURVIVAL**

Clause 30 (Value Added Tax) to Clause 37 (Severance), Clause 39 (Exclusion and Limitation of Liability) to Clause 40 (Indemnities) and Clause 42 (Governing Law) to Clause 49 (Counterparts) inclusive shall survive and continue after the termination of this Agreement.

**49. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

**IN WITNESS** of which the duly authorised representatives of the Parties have executed this Agreement on the date specified.

**SCHEDULE 1**

**STADIUM PLANS, ISLAND PLAN, SEATING PLAN AND PARK PLAN**

The diagrams in this Schedule I are an approximation of the plan of the Stadium and may be altered or amended from time to time by the Grantor save that such alteration or amendment shall not materially prejudice the benefits granted to UKA under this Agreement.

**PART 1**

**STADIUM PLAN**



**Section 1 - 1 Lower Ground Plan**

**Section 2 – Level 00 Plan**

**Section 3 – Level 01 Plan**

**Section 4 – Level 02 Plan**

**PART 2**  
**SEATING PLAN**

**PART 2A**  
**SEATING PLAN (VARIANT A)**

**PART 2B**  
**SEATING PLAN (VARIANT B)**

**PART 2C**  
**SEATING PLAN (VARIANT C)**

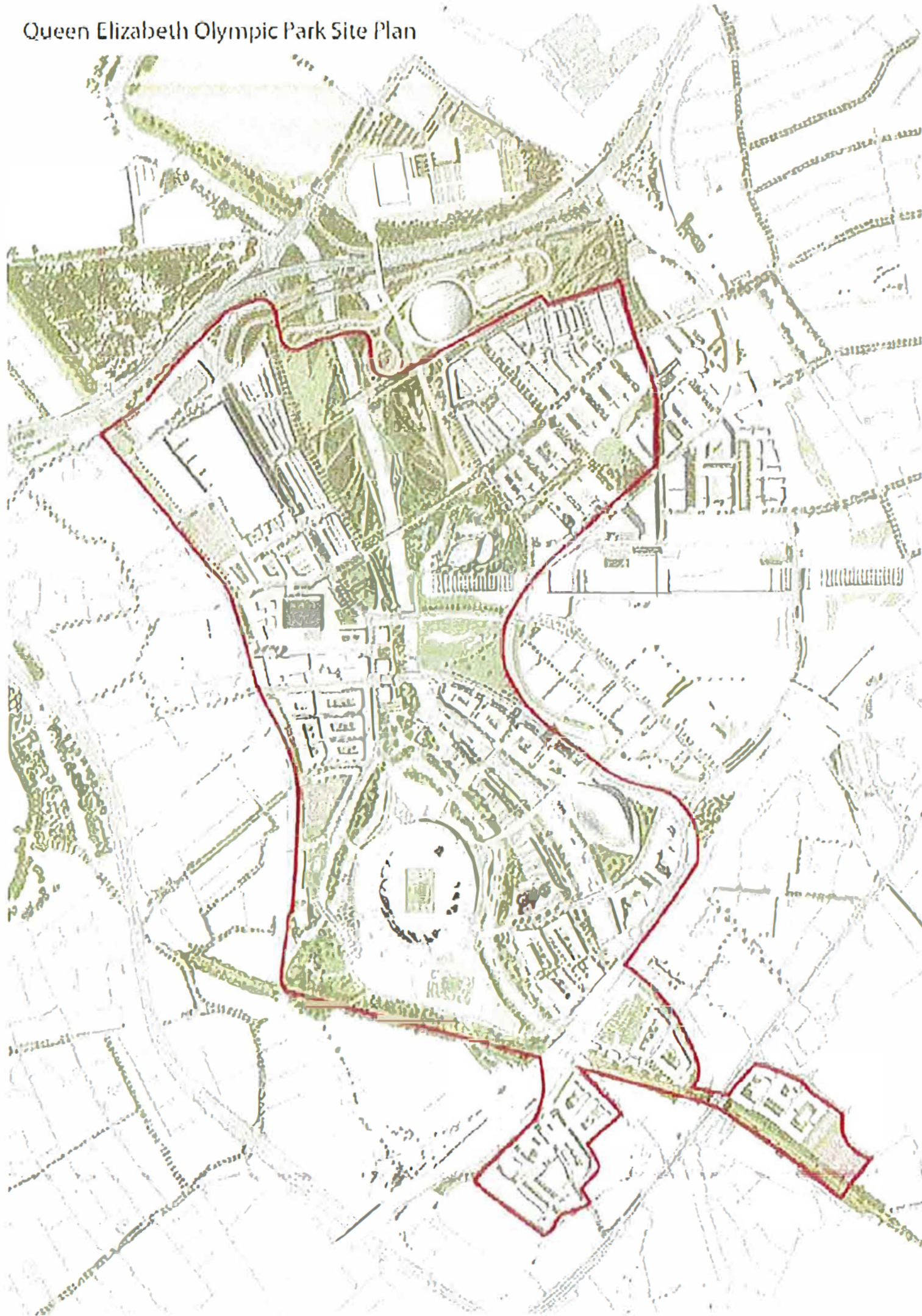


**PART 3**  
**ISLAND PLAN**

**PART 4**  
**PARK PLAN**

PART 4  
PARK PLAN

Queen Elizabeth Olympic Park Site Plan



## SCHEDULE 2

### EXCLUDED CATEGORIES

#### Advertisements:

- (a) for any overtly political or religious organisation;
- (b) for any organisation whose principal business includes the sale of tobacco-related products or pornographic material;
- (c) which do not comply with the law, or which incite anyone to break the law;
- (d) which conflict with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the UK Code of Broadcast Advertising (BCAP Code);
- (e) which depict men, women or children as sex objects, or depict or refer to indecency or obscenity;
- (f) which depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at the advertisement;
- (g) which contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the consent of that person or an authorised representative of that person is obtained and is produced to the Grantor;
- (h) which do not comply with any Concessionaire's Governing Body Requirements; and
- (i) which encourage in whatever manner behaviour which promotes disparaging views or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, sex, marital status, religion, age or disability.

## SCHEDULE 3

### STADIUM SPECIFICATIONS

In this Schedule 3:

**OBS** means outside broadcast space.

The details of the Stadium specifications are as follows:

#### 1. Seating Bowl

- 1.1 Retractable and/or re-locatable Lower Tiers.
- 1.2 Position and rake of the tiers designed so as not to obstruct the sightlines from the Upper Tier seating and provide reasonably acceptable viewing standards for those within the Lower Tier.
- 1.3 A new permanent and fixed mid-tier on the west side of the Stadium in order for spectators to gain a view over the west Lower Tier.
- 1.4 The mid-tier is accessed from level 01 and is therefore only available to users of this level.
- 1.5 Accessible seating: In Athletics Windows where the Seating Plan Variant A or Variant B or Variant C shall apply, E20 shall provide appropriate disability seating provision (to include wheelchair user and companion seats and amenity seats with armrests) in line with Green Guide requirements for a 50,000 capacity venue. The location of such seating provision may necessarily have to be adjusted so as not compromise Seating Plan Variant A or Variant B or Variant C, as the case may be, and may include locations within the lower, mid and upper tiers of the Stadium.
- 1.6 Hospitality Areas:  
Replaced seating to revised seat spacing:
  - (a) VIP / Sponsor 600mm minimum; and
  - (b) Hospitality Areas 550mm minimum.
- 1.7 Media Seats:
  - (a) existing athletics Media Seats to be retained and supplemented with additional Media Seats in the west stand; and
  - (b) existing terrace units modified to incorporate 'super-risers' to accommodate new media tribune writing/commentator positions.

#### 2. Field of play

- 2.1 Nine lane 400m circuit and an inner steeplechase lane with water jump facility.
- 2.2 Nine lane sprint straight.
- 2.3 Three pole vault run ups.
- 2.4 Two horizontal jump pits
- 2.5 Two shot putt circles.

- 2.6 Two javelin run ups.
- 2.7 Space for two throwing cages.
- 2.8 Track and associated facilities to conform to IAAF Construction Category 1 standards for competition category 1 events.
- 2.9 Synthetic track cover to be provided.
- 2.10 Existing Stadium infrastructure to be adapted to suit specific requirements of the new field of play with new infrastructure incorporated within the Stadium to service these facilities.
- 2.11 New irrigation system to include water storage tanks and a computer controlled pop-up sprinkler installation.
- 2.12 Infield:
  - (a) Extended area of grass comprising of Desso reinforced grass seeded playing surface of 105m x 68m; and
  - (b) Artificial 3G grass installed between the touchlines and the running track, with pockets installed for Football, rugby and National Football League goal posts.
- 2.13 New water-based undersoil heating system to be installed and computer controlled from a new grass surface heating/irrigation plant room located beneath the podium.

### **3. Video Screens**

New permanent video screen and scoreboard to North and South stands including associated control equipment to be provided, with intended sizes of 12.0m x 8.8m each, depending on supplier module size and mounting requirements. Screens to be controlled from the control room on Level 1 of the West Stand.

### **4. Warm up Track**

A floodlit IAAF Standard 6 lane (8 lanes on the straights) 400m track located adjacent to the Stadium. Support facilities include spectator seating (minimum 300), male and female changing rooms.

**5. Turnstiles**

92 new full height electronic turnstiles around the Stadium at podium level (to include required ratio of disabled and wider access turnstiles as set down within the Guide to Safety at Sports Grounds) Electronic proximity readers for hospitality and VIPs at the west stand entrances.

**6. Perimeter Screen and Security**

6.1 New secure line around the perimeter of the Stadium at podium level.

6.2 Secure line to incorporate the concessions, electronic turnstiles and egress gates.

**7. Podium Concourse**

Podium concourse within the ticketing area to facilitate sub-division within the Stadium southern zone to enable segregation of home and away fans when operating in Football mode. This subdivision will enable relocation to accommodate different away fan capacities.

**8. Concessions – Level 00**

Kiosk food and bar service:

8.1 External podium to serve lower and Upper Tier general admission spectators.

8.2 Hand-held chilled, ambient and hot food service with soft drinks and hot beverages to most outlets.

8.3 Estimated split of 60% food outlets: 40% bar serveries.

8.4 Tray or mobile cart vending may also be utilised in spectator circulation areas, subject to crowd movement and fire strategy review.

8.5 Base provision of catering service facilities to 40,000 general admission spectators with the potential space to expand the catering service to the full general admission net spectator capacity either on a temporary or permanent basis.

**9. WCs**

54 WCs on podium level of Stadium.

**10. Stadium Accommodation**

Subject to Clause 9.4 (cc) ii) (Grantor Covenants), Hospitality accommodation areas comprising:

10.1 Podium level hospitality lounge (level 00):

(a) guests direct access to designated seating;

(b) limited furnishings due to space; and

(c) two designated catering units plus spatial allocations for feature bars within lounge area.

10.2 VIP / directors' lounge & dining area (level 01):

(a) Athletics Field of Play view lounge / dining facility; and

- (b) dedicated access to seating on mid tier.

10.3 Private boxes (10nr on level 01):

- (a) 7 units to the north side and 3 units to the south side;
- (b) to be capable of offering:
  - (i) formal meal service or buffet depending on catering service style required;
  - (ii) food service, supported from box serveries and level 01 dining area kitchens on the basis of a 'cook-chill' or similar type service;
  - (iii) a counter for food service, preparation of hot beverages and storage for chilled bottled drinks; and
  - (iv) a designated member of serving staff.

10.4 Club lounge north (level 01) comprising:

- (a) lounge facility with dedicated access to mid tier seating;
- (b) no Athletics Field of Play view; and
- (c) set to rear of private boxes.

10.5 Club Lounge South (level 01) comprising:

- (a) lounge facility with dedicated access to mid tier seating;
- (b) no Athletics Field of Play view; and
- (c) set to rear of private boxes.

10.6 Hospitality dining /lounge area (level 01):

- (a) mixed use dining space for seated dining with capacity for up to approximately 340-400 seated covers on Athletics Event Days, buffet dining and non-Athletics Event Day lounge use;
- (b) two designated kitchen areas with direct access to dining room; and
- (c) open feature bar server at both sides of dining area.

10.7 Hospitality lounge concourse (level 02):

- (a) Athletics Event Day lounge concourse facility with direct access to designated seating tier; and
- (b) two designated catering units allocated beneath the tier.

10.8 Hospitality dining /lounge area (level 02):

- (a) Athletics Event Day dining or lounge facility with capacity for up to approximately 500 seated covers on Athletics Event Days;



- (b) two designated kitchen areas with direct access to dining room; and
- (c) potential for sub division for smaller events or sub sets of user groups into two equal spaces, each with bar and direct kitchen access.

**11. Changing Zone – level 00**

Lower ground level reconfigured to support operation of both athletics and ball sports.

A 1500sqm space provided for Football operation. 657sqm further area provided for general Team Changing Rooms for players.

Separate officials changing area of 110sqm.

Indoor sprint/call track and dope testing/medical suite retained.

Office Space allocation for the Operator to be made available.

**12. Storage Space**

Located on lower ground level.

**13. Control Rooms – level 01**

13.1 Stadium control room constructed at level 01 to accommodate emergency services and Stadium closed-circuit television.

13.2 Further rooms to be fitted out to support football media broadcast (FF&E to be provided by Operator) (90sqm), serviced space.

**14. Podium Access**

Public access stairs and lifts provided to the south and south east of the Stadium providing vertical circulation links between podium and lower ground level.

**15. Main Roof**

Full roof coverage to all Stadium seats in retracted or extended position.

15.1 Coverage is defined as being within the Stadium roof-edge 'drip-line'.

15.2 Roof covering to be a combination of metal cladding and polycarbonate (to allow light on the grass surface).

15.3 Extended roofing to support extended and enhanced lighting and public address and voice alarm installations.

**16. Stadium Flood Lighting**

Floodlights to be located on inner edge of the new and extended roof.

Provision to be made for current best practice flood-lights to a minimum of 2500 lux. Lighting to be designed via switching to support top level Football, athletics, rugby and American football without physical alteration and suitable for 3D television.

**17. Existing Structure**

Existing structure finishes/treatments to be upgraded.

**18. Catering Fit Out and Equipment**

Fit out and catering equipment to main kitchen, forward kitchens and concessions.

**19. Stadium Island Access Bridges**

Bridges F17, F07, F11, H04/H05 to be retained permanently.

**20. Design Codes**

To comply with the technical and design standards as set out in the Concession Agreement.

**21. Car Parking**

257 Event Day spaces distributed approximately as follows, subject to Planning Conditions and other operational restrictions:

<b>Car park</b>	<b>Normal spaces</b>	<b>Disabled Spaces</b>	<b>Total</b>	
Southern car Park Concessionaire Event Day Spaces	78	19	97	Space required for OBS and away supporters coaches
Western Car Park Concessionaire Event Day Spaces	66	17	83	Includes coach drop off
VIP Car Park – Concessionaire Event Day Spaces	39	10	49	
Community Athletics Track Car Park - no access for the Concessionaire	25	3	28	Plus 3 coach spaces
Totals	208	49	257	

**22. Technical standards and design**

The Stadium will be provided in compliance with the following technical and design standards:

- 22.1 Guide to Safety at Sports Grounds – 5th Edition, 2008;
- 22.2 Rules of the English Football Premier League;
- 22.3 IAAF Competition Rules 2010-2011;
- 22.4 Technical Regulations for IAAF World Athletics Series as at 31 January 2011;
- 22.5 Draft Professional Game Board (PGB) Minimum Standards Criteria;
- 22.6 Sports, Entertainment, Music and Dance, Boxing, Wrestling and Cinematography licences;
- 22.7 IAAF Track and Field Facilities Manual (2008 Edition);
- 22.8 FSADC/Sports Council Design Guidance Publications;
- 22.9 FLA Sports Ground and Stadia Design Guides, including:
- 22.10 SGSG No 1 Accessible Stadia;
- 22.11 SGSG No 2 Control Rooms;
- 22.12 SGSG No 3 Concourses;
- 22.13 UEFA Stadium Infrastructure Regulations 2006 (selected elements);
- 22.14 FIFA Football Stadiums Technical Recommendations and Requirements 5th edition 2011 (selected elements);
- 22.15 District Surveyors Association Guides: Model Technical Regulations for Place of Public Entertainment;
- 22.16 Guide to Health, Safety and Welfare at Pop Concerts and similar events;
- 22.17 Building Regulations Approved Documentation/British & European Standards and Codes of Practice;
- 22.18 Fire Safety – Fire Precautions Act 1997 and BS 9999;
- 22.19 Disability Discrimination Act 1995; and
- 22.20 Licensing Act 2003 – Current alcohol consumption legislation relating to stadia.

**SCHEDULE 4**

**TICKETING POLICY AND REQUIREMENTS**

**PART 1**

**NUMBER AND TYPE OF TICKETS**

Ticket Type		Seating Plan Variant A Approximate Number of Tickets Available (of which restricted view)	Seating Plan Variant B Approximate Number of Tickets Available (of which restricted view)	Seating Plan Variant C Approximate Number of Tickets Available (of which restricted view)	Miscellaneous Information
General Admission Tickets		47,210 (0)	47,210 (0)	47,210 (0)	N/A
Club Seats	Executive Box Tickets	160 (160)	160 (0)	160 (0)	Access to the Executive Box Areas
	VIP/Sponsor Tickets	903 (200)	903 (0)	903 (0)	Access to the Executive Box Areas and Hospitality Areas and access to the VIP/Sponsor Banqueting Area for approximately 903
	Club Tickets	2,322 (500)	2,322 (0)	2,322 (0)	N/A
Media Tickets		268 (0)	268 (0)	268 (0)	UKA shall submit a request to the Grantor if the required number of seats for the Media Ticket holders is in excess of 50

## PART 2

### TICKETING TERMS AND CONDITIONS

UKA must include the following Terms and Conditions on all Tickets for its Events:

In these Terms and Conditions, the following terms shall bear the meanings set out below:

**Event** means an Athletics event;

**Grantor** means E20 Stadium LLP;

**Holder** means any person in possession of a Ticket;

**Management** means the UKA, the Grantor and the Operator (if applicable);

**Operator** means any operator that is appointed in relation to the Stadium from time to time;

**Regulations** means the rules and regulations of, in respect of stadia regulations, the General Safety Certificate issued under Safety at Sports Grounds Act 1975, the Guide to Safety at Sports Grounds, the premises licence issued under the Licensing Act 2003 and the Grantor's requirements as set out in writing from time to time;

**Stadium** means the Stadium located at Stratford, East London, that is the subject of a lease from LLDC to the Grantor;

**Stadium Official** means any official, steward or employee of the Management;

**Terms and Conditions** means these Ticketing Terms and Conditions governing the issue and use of the Tickets;

**Ticket** means a ticket in the form of paper, mobile/barcode, email, wristband or chip technology or such other form that becomes available (and/or any rights arising out of or in connection with any of the foregoing) for admission to an Event which will remain the property of the UKA; and

**UKA** means UKA or any affiliate of UKA that is staging the applicable Event at the Stadium.

These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of any authorised seller of the Tickets for the Event. In the event of any inconsistency between these Terms and Conditions and those of the relevant authorised ticketing agent, these terms and conditions shall prevail.

These Terms and Conditions are subject to change from time to time at UKA's discretion, and in line with the relevant governing bodies annual amendments or additions. The up to date Terms and Conditions will be posted on UKA's website and it is your responsibility to ensure you have read the most current terms and conditions prior to purchasing tickets.

#### 1. Tickets

- 1.1 The issue of a Ticket (whether by activation of electronic entry card upon successful ticket application or otherwise) and subsequent access to the Stadium is subject to the Terms and Conditions of entry (as may be amended from time to time).

- 1.2 The Ticket will remain the property of UKA at all times and must be produced, together with any evidence of your identity if required by any Stadium Official, or any police officer from time to time.

## **2. Admission to the Ground**

- 2.1 A Ticket permits you to occupy the seat at the Event indicated on the Ticket or stated in the confirmation email/receipt of purchase in respect of your electronic entry card/any other form of Ticket UKA issued to you. UKA reserves the right to allocate an alternative seat of equal value at its reasonable discretion.
- 2.2 Nothing in these Terms and Conditions shall constitute or imply any entitlement to occupy the seat indicated on the Ticket or ticket confirmation at any subsequent Event or season.
- 2.3 You shall not bring into (or use within the Stadium) any equipment which is capable of recording or transmitting (by digital media or other means) any audio, visual, or audio-visual material or any information or data in relation to the Event or any aspect of it. Any person in breach of this provision may have such equipment confiscated and/or may be required to deliver up any tapes, films, disks or recording to UKA, any other relevant governing bodies. The copyright in such recording or transmission is hereby assigned (by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988) to both the relevant governing body and UKA.
- 2.4 Mobile telephones and cameras are permitted within the Stadium, provided they are for personal and private use only.
- 2.5 Apart from official UKA merchandise and/or supporters clothing worn in good faith, you shall not bring into, use or display within the Stadium any sponsorship, promotional or marketing materials.
- 2.6 You shall not offer or distribute (for free or for sale) within the Stadium any consumer article or commercial product of any nature.
- 2.7 A defaced, illegible, or incomplete Ticket may be invalidated. There is no re-admission if you leave the Stadium.
- 2.8 Admission to the Stadium is at the Ticket Holder's risk. The Management is not responsible for any property lost or stolen at the Stadium.

## **3. Use of Ticket**

- 3.1 The Ticket is for your sole use and you shall not sell, assign or transfer the Ticket without the prior consent of UKA. The reference to selling the Ticket includes offering to sell a Ticket (including without limitation on or via any online auction site), exposing a Ticket for sale or advertising that a Ticket is available for purchase.
- 3.2 The Ticket may not be offered as a prize in any promotion, competition or lent/sold to any third party as part of a hospitality package, travel package, given to a third party who agrees to buy another good or service save as expressly authorised by the relevant governing body or UKA.
- 3.3 This Ticket is issued for your sole use, and you shall not sell, assign or transfer the Ticket or the benefit of it to any other person unless each of the following criteria are met: (i) the transfer must take place in consideration of no payment or benefit in excess of the face value of the Ticket; (ii) the transfer must not take place in the course of any business or for the purpose of facilitating any third party's business; (iii) the transfer must be subject to these Terms and Conditions and the Regulations,

which will apply to the transferee as if he/she were the original purchaser (and the transferor must inform the transferee of this); (iv) the Ticket must be for the transferee's personal use only; (v) the transferor must provide the name and address of the transferee when asked to do so by the Management, any Stadium Official or police officer; and (vi) the transferee is a natural person who is known to the original purchaser personally and who would be entitled to purchase a Ticket under these Terms and Conditions. Any transfer which does not meet the above criteria will render the Ticket void, and the Ticket Holder may be refused admission to or ejected from the Stadium without refund.

- 3.4 Any Ticket obtained or used in breach of these Terms and Conditions shall be automatically void and all rights conferred or evidenced by such Ticket shall be nullified. Misuse of this Ticket may result in the Ticket Holder being ejected, or refused entry to the Stadium. In the event of any cancellation in accordance with this paragraph 3.4 (Use of Ticket) no refund shall be payable. The Management further reserves the right to take any legal action or disciplinary action against the person as it sees fit in connection with such matters including a claim for an account of profits made from the unauthorised use of the Ticket.
- 3.5 The unauthorised sale or disposal of a Ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006, and such sale or disposal is also illegal under the terms of section 2 of the Fraud Act 2006. The Management will inform the police when it becomes aware that a Ticket has been sold illegally and will press for charges to be brought against those breaking the law. If you are convicted of a ticket touting offence, or we reasonably suspect you to have committed such an offence the Management will notify the relevant governing body and/or the relevant law enforcement agencies. The information that we share may include your personal details, information about the offence, and about ticket purchases (including payment details) and, to the extent necessary, your consent to our use of your data for such purposes. We will use this to identify and prevent ticket touting offences and disorder at matches.
- 3.6 If a Ticket Holder is not 16 years or over his/her parents(s) and/or guardian(s) are also responsible for his/her actions, conduct and compliance with these conditions.
- 3.7 You shall comply with all relevant statutes, safety announcements, rules and regulations (including without limitation, the Regulations, and the regulations of any licensing authority) while in the Stadium.
- 3.8 You shall not bring into (or use within) the Stadium any prohibited items, including but not limited to dangerous or hazardous items, illegal substances, weapons, bottles, glass vessels, cans, air horns, poles, umbrellas, or any article which may be used as a weapon or a missile, may compromise public safety and/or may pose a hazard or nuisance to any other person. Prohibited items may be confiscated and will not be returned.
- 3.9 No alcohol is permitted to be brought into the Stadium. Smoking in any part of the Stadium is prohibited by law.
- 3.10 You acknowledge that, by presenting this Ticket to gain entry to the Stadium, your name and other personal details may be used for the purposes of the Stadium's access control system, and you consent to such use.
- 3.11 It is the responsibility of the Ticket Holder to ascertain the date and time of any Event and refunds will not be given to spectators who arrive late. Ticket Holders are advised to arrive at the Stadium and take their seats 45 minutes before the advertised start time of the Event.

#### **4. Cancellation and Withdrawal**

- 4.1 The Management reserve the right to refuse you admission to or eject you from the Stadium for breach of any of these Terms and Conditions, for the use of foul, abusive or racially abusive language or for any behaviour likely to cause damage, injury, nuisance, or annoyance or for failure to comply with these Terms and Conditions, the Regulations, or the reasonable requests of the Management or for reasons of public safety. This includes the possession of a banner or flag that bears materials or slogans that are offensive, obscene, abusive or of a racist, homophobic or discriminatory language, and the throwing of any object within the Stadium without lawful authority or excuse.
- 4.2 It is a condition of entry to the Stadium that the Ticket Holder agrees to remain seated in their allocated seat during the Event. Failure to do so, or persistent standing, may result in the Ticket Holder being ejected from the Stadium without refund of the Ticket price.
- 4.3 Any persons entering the Stadium with an incorrect age concession Ticket will be denied entry and the Ticket will become void.
- 4.4 In the event that your Ticket is withdrawn or cancelled the Management reserves the right to exclude you from any membership scheme maintained by UKA and/or to disqualify you from applying for any Ticket at its discretion.

#### **5. Change to Dates, Refunds & Exchange**

- 5.1 The Management does not guarantee that the Event will take place at a particular time or on a particular date. The Management reserves the right to reschedule any Event without notice.
- 5.2 In the event of the postponement of an Event before kick-off you will be entitled to free admission to any rearranged Event upon presentation of your Ticket.
- 5.3 In the event of the abandonment of an Event after kick-off you will be entitled to free admission to any rearranged Event upon presentation of your Ticket.
- 5.4 In the event that the Management is forced to hold a Event 'behind closed doors' or the postponed or abandoned Event is: (i) not re-arranged; or (ii) a Ticket holder is unable to attend a rearranged Event, Ticket Holders shall be entitled to a refund in accordance with the management's Ticket refund policy published from time to time.

#### **6. Lost Tickets**

- 6.1 In order to gain access to the Stadium a Ticket must be presented in its entirety at the Event.
- 6.2 UKA shall not be obliged to issue any replacement for a lost, stolen, illegible, defaced or destroyed Ticket, but may do so.

#### **7. Exclusion of Liability**

- 7.1 The Management hereby excludes any liability for loss, injury or damage to persons/property in or around the Stadium, except that the Management does not seek to exclude liability for death or personal injury caused by its negligence.
- 7.2 The Management shall not be responsible for any interruptions and/or restrictions to the view of the Event caused by virtue of (i) the position of the seat, (ii) the actions of other spectators and/or (iii) adverse weather.



7.3 Except as otherwise set out in these Terms and Conditions of issue, and to the fullest extent permitted by applicable law, the Management shall not have any liability in respect of any failure to carry out, or any delay in carrying out, any matter in respect of these Terms and Conditions of issue, including admitting the Ticket Holder to the Stadium for a particular Event, caused by circumstances outside of the Management's reasonable control.

## 8. General

8.1 This Ticket is issued on behalf of UKA in conjunction with the Grantor and any Operator (if applicable) in accordance with and subject to the Regulations.

8.2 This Ticket and the copyright in this Ticket shall remain the property of the Management or the Management's commercial partners (if applicable) at all times, and must be produced together with evidence of your identity if required to do so by any Stadium Official or any police officer. The Management reserves the right to require the immediate return of the Ticket at any time.

8.3 Duplicate Tickets will not be issued under any circumstance.

8.4 The Management reserves the right to search all persons and property at anytime and may refuse admission to or eject from the Stadium any person who refuses to be searched or who possesses prohibited items.

8.5 CCTV surveillance and recording devices operate in the Stadium. You give your unconditional and irrevocable consent to the use, free of charge, of your voice and actual or simulated likeness in connection with the production, transmission, promotion and/or other exploitation of any film or sound recording of the Event (and/or any element of such film or sound recording) in any and all media throughout the world.

8.6 The Management will immediately inform the police as soon as it becomes aware of any acts of crime, violence, public disorder or nuisance and seek immediate banning orders against anyone to known to have committed sport-related violence or disorder.

8.7 These Terms and Conditions shall be governed by and interpreted in accordance with English law, and you submit for all purposes in connection with these Terms and Conditions to the exclusive jurisdiction of the English courts.

**THE STADIUM IS A PUBLIC TRANSPORT DESTINATION AND YOU ARE ENCOURAGED TO TRAVEL TO THE MATCH BY PUBLIC TRANSPORT. ONLY PRE-ACCREDITED VEHICLES WILL BE GRANTED ACCESS TO THE AREA ON EVENT DAYS.**

**PLEASE CHECK THE WEBSITE FOR UP-TO-DATE TRAVEL AND EVENT INFORMATION.**

**PART 3**  
**TICKETING POLICY**

**1. General**

- 1.1 Ticketing Terms and Conditions must be available to the customer at the time of purchase. The Ticketing Terms and Conditions (or abridged version) must be printed on the reverse of the Tickets.
- 1.2 Relevant transport information must be supplied with all Tickets, either in printed or digital format, emphasising the public transport options available. UKA will develop appropriate messages in relation to transport information with the Grantor and the Operator as required.

**2. Ticket Information**

2.1 All Tickets must clearly state:

- (a) the Event name;
- (b) the Stadium Name;
- (c) the door opening time, access time and the Event start time (if known);
- (d) the Ticket face value price;
- (e) the block, row and seat number;
- (f) whether the seat has a restricted view; and
- (g) the designated entrance that is relevant to the Ticket (and Park or bridge route/entrance to be used if necessary).

**3. On Sale Procedures**

- 3.1 The Grantor (or the Operator, if applicable) must be informed no later than four working days prior to the first day of sale.
- 3.2 To ensure equal access to Tickets, Tickets should be available in real time simultaneously:
- (a) by phone;
  - (b) online, and
  - (c) in person if possible.
- 3.3 Prior to the Event being placed on sale, an accurate link to at least one ticketing outlet must be provided in good time to be added to LLDC's or the Grantor's website and the Operator's website, and full details of the Event and Ticket outlet phone numbers must be supplied to the Grantor in order that customers can be directed appropriately.
- 3.4 When booking Tickets, customers should where possible be advised of the location of their seats within the Stadium.

3.5 Where no physical Tickets are available for the Event, personal callers to the Ticket Office must be provided with a printed proof of purchase with the appropriate booking reference number.

#### **4. Ticketing For Disabled People**

4.1 The Ticket face value will apply to Tickets for disabled people, but one complimentary Ticket per disabled person (to be provided only to a personal assistant) will be provided at no charge if requested at the time of booking.

4.2 Any further personal assistant Tickets will be provided at the discretion of UKA.

4.3 For seated Events, seats for disabled people should be held back from general sale in accordance with Applicable Laws and Regulatory Body requirements.

4.4 A dedicated booking line for disabled people staffed by trained personnel must be provided by UKA (or an agent of UKA) and must be available at the same times that Tickets are on sale to the general public.

4.5 UKA may consult the LLDC Equalities Team at any time.

#### **5. Sale and Resale**

5.1 An upper limit on the number of Tickets to be purchased by the same purchaser (for example: from the same credit card, or address) may be imposed (to prevent multiple purchases, touting, etc). This limit may be determined by UKA.

5.2 No resale or repurchase of Tickets will be permitted unless authorised by UKA.

#### **6. Ticket Security**

6.1 All Tickets must have security features including one or more of the following:

- (a) unique random barcode;
- (b) unique hologram;
- (c) secure paper (for example, with coloured layers);
- (d) thermal ticket stock; or
- (e) perforated tear off stub (on which is repeated the key Ticket information and the barcode), subject to confirmation by the Grantor and (if applicable) the Operator.

6.2 Printed Ticket stock must have a unique serial number on the reverse of each Ticket in order to manage stock control.

6.3 Where barcodes are used to verify the Ticket (and particularly if print-at-home and digital Tickets are permitted), UKA and/or any designated ticketing services supplier must ensure that a compatible facility exists to validate and scan the Ticket barcode when it is presented by the customer at the Event.

6.4 All blank Ticket stock must be kept secure (for example, in a safe or lockable cupboard).

6.5 The Grantor and, if applicable, the Operator must be informed immediately if blank or pre-printed Ticket stock has been mislaid or stolen.

7. **Ticket Dispatch**

- 7.1 Dispatch of Tickets should be managed by UKA or a suitably qualified agent of UKA.
- 7.2 Print-at-home options can be provided, subject to the access control technology to validate the Tickets being compatible (see "Ticket Security" above).

8. **Athletics Event Day Requirements**

- 8.1 The Ticket Office must be open a minimum of three hours before the Event to provide Tickets for collection and a point of contact to resolve any Ticket issues.

9. **Customer Data**

- 9.1 Data Protection legislation must be complied with at all times.

## PART 4

### GRANTOR'S TICKET ALLOCATION TERMS

1. The parties agree that with effect from and including 2020 UKA shall provide the Grantor with a minimum allocation of 25% (subject to paragraph 5 below) of Tickets available for sale on the Ticket Manifest in respect of each Athletics Event at the Stadium throughout the Term (the "**Grantors Ticket Allocation**" and the "**Grantor Tickets**"), subject to restrictions and/or any required consents under the terms of any applicable relevant Athletics Event Organisation Agreement. The Grantors Ticket Allocation shall be made up of a fair and reasonable spread of Tickets across the various categories of Ticket offered for sale to the public including General Admission Tickets.
2. The parties acknowledge that the Grantor's Ticket Allocation is intended to provide the Grantor with an opportunity to generate revenue from Ticket sales to offset a proportion of the costs and expenses of staging the Athletics Events which are not otherwise recoverable from UKA. It is also acknowledged that the Grantor wishes to offer the Grantor Tickets for sale on the same or substantially the same terms as UKA. In the circumstances the parties agree to provide full transparency in respect of the pricing arrangements for the Tickets including agents' fees charges and commissions (for example, built in to face value or additional thereto in the form of service charge/booking fee and similar) and other agent related payments such as fulfilment charges so that the Grantor is able to offer the Grantors Tickets for sale at the same or substantially the same overall price as the UKA Ticket offering.
3. The parties agree that the net per-Ticket revenue rebated to UKA following the sale of the Grantor's Tickets will be equivalent to the sum retained by UKA on the sale of its own Tickets once all agent related fees, charges and commissions have been deducted. The balance so calculated shall be retained by the Grantor for its own benefit.
4. The parties agree that they will each put Tickets on sale simultaneously and that any pre-sale arrangements will be discussed in advance and activated simultaneously by each party.
5. The parties also agree to share copies of their marketing and promotional materials associated with the sale of Tickets promptly following release.
6. Each party shall have an exclusive sales period of one month following the time at which Tickets are put on sale under paragraph 4 above. In the event that for whatever reason a party ("Party 1") sells its allocation of any category of ticket before the other party ("Party 2"), Party 1 shall be entitled (but not before expiry of the one-month exclusive sales period) to draw down Tickets for sale from the same category of Party 2's allocation to meet demand. Any Tickets so drawn down by UKA shall cease to be Grantor's Tickets; any Tickets drawn down by the Grantor shall become Grantor's Tickets.
7. Net ticketing revenue received by the Grantor shall be dealt with in accordance with Clause 18.7 and Clause 20 and for the purposes of this Agreement ticketing revenue shall be deemed to be Relevant Athletics Event Income.
8. Each party shall be the controller of any personal data collected by it via the sale of Tickets and (subject to contrary agreement in writing) such Personal Data shall not be shared between the parties.
9. The Parties agree that they will work together co-operatively and in good faith in all matters relating to ticketing and shall discuss and agree as soon as reasonably possible and not later than 31 December 2019 a protocol based on industry norms to deal with relevant practical and operational issues to give effect to this Schedule 4 Part 4.

10. UKA acknowledges that the Grantor may wish to use the services of a ticket agency or other service provider in connection with the promotion and sale of tickets. E20 shall ensure that no ticket agency/service provider engaged in the sale of Grantor Tickets shall in any way represent itself as a sponsor supplier, supporter of UKA, British Athletics or any Athletics Event.

11. (i) UKA acknowledges that the Grantor (or related third party) may wish to generate revenue from the sale of advertising or other third party messaging on tickets, envelopes, communications with actual and potential ticket buyers, ticket platforms etc. The Grantor shall keep UKA regularly informed as to any commercial activity of this kind and:

(a) shall ensure that no advertising/messaging of this kind (whether sent from itself or a related third party or any commercial partner of either) shall in any way represent an advertiser/third party as a sponsor, supplier, supporter of UKA, British Athletics or any Athletics Event;

(b) shall ensure that any advertising/messaging of this kind (whether sent from itself or a related third party or any commercial partner of either) does not relate to a direct competitor of a then existing UKA sponsor; and

(c) shall ensure that any advertising/messaging of this kind (whether sent from itself or a related third party or any commercial partner of either) does not relate to any Excluded Categories.

**SCHEDULE 5**

**INSURANCE**

This Schedule 5 sets out the Insurances that each party is required to procure. In the event that there is no Operator, any reference to the Operator shall be interpreted to mean the Grantor. This Schedule 5 is non-exhaustive and each party must obtain all Insurances required by Applicable Laws. The monetary levels of the insurance cover must be the monetary levels that are recommended by an appropriately qualified insurance adviser.

<b>Insured risk:</b>	<b>Insurance to be provided by:</b>
Loss of or damage to the Stadium as defined within the red-line diagram  (Material Damage)	Grantor and UKA for any deductibles under the policy in respect of the Events
Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Grantor) caused by activity in connection with this Agreement  (Public Liability and Products Liability)	Grantor in the name of the Grantor only
Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Grantor) caused by activity in connection with this Agreement  (Public Liability and Products Liability)	Operator in the name of the Operator only but including an Indemnity to Principal Clause.
Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the UKA) caused by activity in connection with this Agreement  (Public Liability and Products Liability)	UKA in the name of the UKA only but including an Indemnity to Principal Clause.
Risks of physical loss or damage, including the following extensions:  <ul style="list-style-type: none"> <li>• theft;</li> <li>• terrorism; and</li> <li>• glass/shop fronts,</li> </ul> at any location for which the UKA is responsible including the Athletics equivalent and the UKA Storage Area	UKA in the name of the UKA only, with the UKA waiving rights of subrogation against the Grantor
Liability of any Consultant for claims made against him arising out of his failure to use the skill, care and diligence required by this Agreement.	The relevant Consultant

<b>Insured risk:</b>	<b>Insurance to be provided by:</b>
(Professional Indemnity)	
Liability for death or bodily injury to employees arising out of and in the course of their employment in connection with this Agreement  (Employer's Liability insurance)	Grantor; Operator; and UKA,  each in respect of their own potential liability.
Third party liability in respect of all vehicles used on public highways, site access roads or in any circumstances requiring insurance under the Road Traffic Acts  (Motor Vehicle)	Grantor; Operator; and UKA,  each in respect of their own potential liability.
Risks of physical loss or damage caused by interference or interruption with the UKA's business  (Business interruption insurance)	UKA
Other insurances required by Applicable Laws  (Other)	Grantor  Operator  UKA



**SCHEDULE 6**

**COMMERCIALLY SENSITIVE INFORMATION**

**PART 1**

**COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS**

<b>Commercially Sensitive Contractual Provisions</b>	<b>Time period for which they are commercially sensitive</b>
Clause 10 (Naming and Signage Rights)	The Term
Clause 18 (Maintenance Fee, Super Profit Payment and Operating Costs Payments)	The Term
Clause 20 (Accounting)	

**PART 2**

**COMMERCIALLY SENSITIVE MATERIAL**

<b>Commercially Sensitive Material</b>	<b>Time period for which it is commercially sensitive</b>
All documents marked 'confidential' or any similar designation to indicate that they are confidential	The Term
Any external financial analysis and/or legal reports, advice or analyses	The Term

## SCHEDULE 7

### PARK BRANDING RESTRICTIONS

#### PART 1

### PARK BRANDING RESTRICTIONS

#### 1. ADDITIONAL DEFINITIONS

In this Schedule 7, the following additional definitions apply:

**Ambush Marketing** means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Games, the BOA or Team GB;

**BOA** means the British Olympic Association;

**IOC** means the International Olympic Committee;

**Located In Mark** is the trademark/logo as it appears in Part 2 of this Schedule 7;

**LOCOG** means The London Organising Committee of the Olympic Games and Paralympics Games Limited;

**Olympic Movement** means each of the IOC, the BOA, other National Olympic Committees, LOCOG and any other organising committee of the Olympic Games, any Olympic team and any other person or entity who is recognised by, or required to comply with, the Olympic Charter (as published by the IOC from time to time);

**Full Park Name** is the full name of the Park, namely, the "Queen Elizabeth Olympic Park";

**Protected Marks** means any trademark, trade names, logos or other intellectual property of the BOA and/or the IOC, including marks and designs relating to the London 2012 Games, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word, motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended, replaced or substituted in the future) or by any other relevant legislation enacted (whether as now in force or as enacted, amended, replaced or substituted in the future) in relation to the London 2012 Games; and

**Team GB** means the name given to the Great Britain and Northern Ireland Olympic team by the BOA and British Paralympic Association.

#### 2. RIGHTS TO USE THE LOCATED IN MARK AND FULL PARK NAME

2.1 Subject to paragraph 2.3 (Rights to use the Located in Mark and Full Park Name) and paragraph 2.4 (Rights to use the Located in Mark and Full Park Name) below, the Grantor hereby grants UKA a non-exclusive, worldwide, royalty-free licence (with the right to sub-license) to use:

(a) the Located In Mark; and

(b) the Full Park Name,

for the sole purpose of:

- (i) factual and descriptive statements in relation to the Stadium or the Park;
- (ii) indicating the geographic location of the Stadium or the Park; and/or
- (iii) indicating the postal address reference of the Stadium or the Park,

on Stadium and/or Park related products, materials and publications. Save as aforesaid, UKA is not otherwise permitted to use the "Olympic" word or mark in any way, except with the express consent of the BOA and the Grantor.

2.2 The licence granted by the Grantor to UKA in paragraph 2.1 (Rights to use the Located in Mark and Full Park Name) above shall be for the duration of the Term of this Agreement and shall automatically expire upon expiry of the Term of this Agreement.

2.3 UKA agrees to, and shall procure that each UKA Party agrees to:

- (a) only refer to the Park as the Full Park Name and to never shorten the name to "the Olympic Park", or otherwise emphasise the word "Olympic";
- (b) to the fullest extent possible, adhere to the terms of the BOA Brand Manual entitled "Queen Elizabeth Olympic Park Naming Usage" (as supplied by the Grantor to UKA from time to time);
- (c) not use any trademarks, trade names, logos or other intellectual property of the BOA or the IOC (including but not limited to the London 2012 Games logos and the Protected Marks), or use any trademarks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks, save for the use of the Full Park Name and the Located In Mark as set out in paragraph 2.1 (Rights to use the Located in Mark and Full Park Name) above;
- (d) not represent, directly or indirectly, that any party or its products or services are in any way associated with the London 2012 Games, the BOA or the IOC, or that any goods or services provided have been endorsed or approved by them;
- (e) not undertake any form of Ambush Marketing;
- (f) not cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the BOA or the IOC;
- (g) not use its connection with the Grantor (or UKA as the case may be), the Park, or any individual venue within the Park, in a manner that makes or implies any new direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement; and
- (h) not apply for, obtain, or register any trademark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark.

2.4 UKA agrees, and shall procure that each UKA Party agrees:

- (a) to take all reasonable steps to ensure that their sub-licencees, sub-contractors and agents shall also abide by the provisions of this paragraph 2.4 (Rights to use the Located in Mark and Full Park Name);
- (b) that the BOA and/or IOC shall have the right to enforce the terms of this paragraph 2.4 (Rights to use the Located in Mark and Full Park Name); and
- (c) that the restrictions in paragraph 2.3 (Rights to use the Located in Mark and Full Park Name) continue to apply after termination of this Agreement without limit of time.

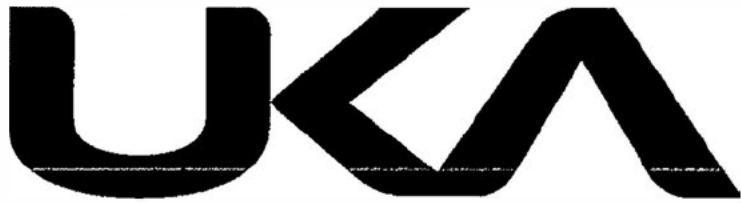
**PART 2**  
**LOCATED IN MARK**

**Located In Mark:**

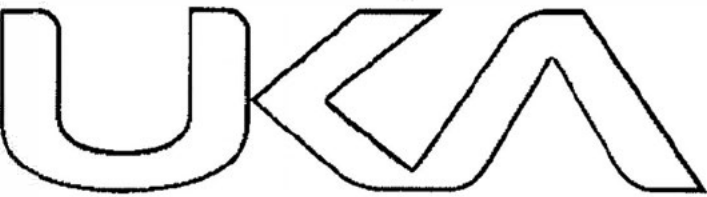
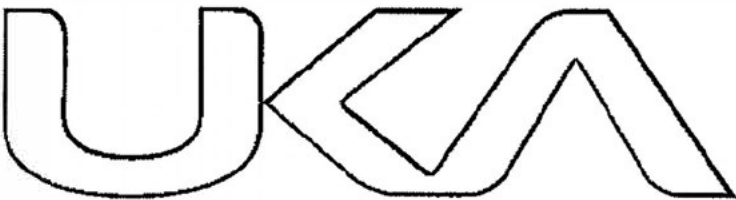
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SCHEDULE 8  
UKA'S MARKS

UKA Marks



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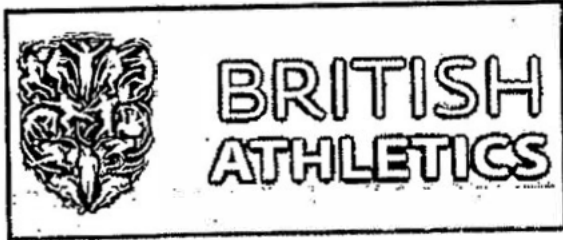


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**SCHEDULE 9**

**COMMUNITY PLAN**

The Parties agree to use their best endeavours to agree a Community Plan and that the Community Plan shall be included in this Schedule once agreed.