

DATED

2012

SURREY COUNTY COUNCIL

and

THE TOUR OF BRITAIN LIMITED

SPONSORSHIP AGREEMENT
2012 - 2013

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THIS AGREEMENT is made on the _____ day of _____ 2012

BETWEEN:

- (1) **SURREY COUNTY COUNCIL** of County Hall, Penryth Road, Kingston-upon-Thames, KT1 2DN ("SCC") and
- (2) **THE TOUR OF BRITAIN LIMITED** whose trading office is Rathbone House, Heath Road, Weybridge, Surrey KT13 8DL and registered office is at Park House, 25-27 Monument Hill, Weybridge, Surrey KT13 8TB (company registration number is 05446489) ("TOB")

together known as the "**the Parties**"

BACKGROUND

- (A) TOB owns the Commercial Rights and wishes to market and licence certain Commercial Rights as sponsorship packages during the Term.
- (B) SCC wishes to acquire, and TOB wishes to grant to SCC, a sponsorship package for the Stage Race on the terms and conditions set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

"Authorised Representatives" in respect of each Party, such other person or persons as may be notified to the other Party in writing from time to time;

"Cycling Laws" means the rules, regulations, guides and promotional material of The British Cycling Federation (or any successor body or organisation) and the International Cycling Union (UCI) and which TOB or SCC is requested to or is required to comply with;

"Commencement Date" means the date this Agreement is executed by the Parties;

"Commercial Rights" means any and all rights of a commercial name connected with the Tour of Britain, including without limitation, broadcasting rights, new media rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights;

"Confidential

Information"	<p>means Information, data and material of any nature which either Party may receive or obtain in connection with the Agreement and:</p> <ol style="list-style-type: none"> (1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or (2) the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or (3) the disclosure of which by SCC would constitute a breach of confidence actionable by TOB or a third party; or (4) which constitutes a trade secret;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"DPA"	means the Data Protection Act 1998 and any subordinate legislation made under the Act 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 legislation;
"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;

“Force Majeure Event”

any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, earthquake and any other disaster and any industrial dispute relating to the Parties;

“FOI Act”

means the Freedom of Information Act 2000 and any subordinate legislation made under the Act 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 legislation;

“Information”

has the meaning given under section 84 of the FOI Act;

“Intellectual Property”

all rights usually referred to as intellectual property and including but not limited to any trade marks (registered or unregistered), logos, trade names and domain names, right to goodwill or to sue for passing off, patents, rights to inventions, know-how, trade secrets and other confidential information, registered or unregistered designs, copyright and related rights, moral rights, broadcast, data, database rights, rights affording equivalent protection to any of the aforesaid or any similar rights which subsist or will subsist now or in the future in any part of the world;

“Party”

either of SCC or TOB;

“Personal Data”

shall have the same meaning as set out in the Data Protection Act 1998.

“Process”

has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing;

“Project”

the organisation and holding of the Stage Race, further details of which is set out in Schedule 1;

“Request for Information”	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOI Act or the Environmental Information Regulations.
“SCC Mark”	means the UK trade mark with registration number 2372198 as set out in Schedule 4;
“Stage Race”	the stage or stages of the Tour of Britain cycle race as currently run, operated and managed by TOB to be held from 9 to 16 September 2012 (inclusive) and similar dates in subsequent years;
“Sponsorship Fee”	means the sums set out and payable in accordance with Clause 8 and Schedule 3;
“Sponsorship Rights”	are the sponsorship rights consisting of advertising and other benefits which TOB will provide or grant to SCC as more particularly described in Schedule 2;
“Term”	means the period during which this Agreement is in full force and effect as provided by Clause 3;
“TOB Marks”	means the UK trade marks set out in Schedule 5 together with all UK trade marks relating to the Tour of Britain registered after the date of this Agreement by the TOB or licensed to TOB by SweetSpot Group Limited or the British Cycling Federation;
“Tour of Britain”	a cycling event run in Great Britain from year to year by TOB under the “Tour of Britain” name (or similar name as the organisers shall decide).
“Working Day”	means Monday to Friday, excluding bank and public holidays.

1.2 Unless the context requires otherwise, words in the singular may include the plural and vice versa.

1.3 Words importing the masculine gender shall include the feminine gender and vice versa.

1.4 Headings in the Agreement are for convenience only and shall not affect its interpretation.

1.5 Any reference in this Agreement to “writing” or cognate expressions includes a reference to, a facsimile transmission, email or comparable means of communication.

1.6 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Overview

2.1 TOB shall undertake to carry out the Project using reasonable skill and care in the execution and performance of its duties and obligations as set out in this Agreement and provide the Sponsorship Rights in accordance with the terms and conditions set out in this Agreement.

2.2 TOB shall take all such necessary steps as SCC may require to carry out the Project in accordance with the provisions of Schedule 1 to this Agreement.

2.3 No changes to the Project (as set out in Schedule 1) may be made by TOB, unless agreed in writing by the Authorised Representatives of each Party.

2.4 No later than three calendar months from the last date of the final day's racing of the Stage Race, TOB shall provide to SCC a report (at TOB's sole expense) on the Stage Race, its organisation and providing reasoned recommendations for changes modifications in respect of any future Tour of Britain races to be organised. This report shall include input from TOB and any other sub-contractors.

3. Term and Termination

3.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of this Agreement, until one calendar month after the Stage Race held in 2013.

3.2 Either Party may terminate this Agreement, without prejudice to any accrued rights or remedies under this Agreement, immediately by giving notice in writing to the other Party if the other Party:

3.2.1 commits a material breach of any condition and/or its obligations under this Agreement;

3.2.2 commits a breach of any term of the Agreement which is a breach capable of being remedied and the Party committing the breach has failed within 21 days after the receipt of a written request from the first Party so to do so, to remedy the breach;

3.2.3 suffers an execution being levied on his goods;

3.2.4 has a receiver or manager or administrator, provisional liquidator or liquidator appointed or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or

being subject to similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this Clause;

- 3.2.5 if an application is made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or an administrative receiver appointed or is the subject of similar procedures under the law of any other state;
- 3.2.6 possession is taken, by or on behalf of the holders of any debenture secured by a floating charge, of any property comprised in, or subject to, the floating charge or is the subject of similar procedures under the law of any other state;
- 3.2.7 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, or manager, or administrator, or administrative receiver or to begin similar procedures under the law of any other state; or which entitle the Court to make a winding up order or a similar order under the law of any other state;
- 3.2.8 TOB has offered or given or agreed to give to any person any gift or consideration of any kind, as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any act in relation to the obtaining or execution of the Agreement with SCC; or for showing or forbearing to show favour or disfavour, to any person in relation to the Agreement, or any other contract with SCC, or if the like acts shall have been done by any person employed by TOB or acting on its behalf, (whether with or without the knowledge of TOB);
- 3.2.9 if a Party or any person employed by it or acting on its behalf shall have committed an offence or anything contrary to legislation.
- 3.3 Breach of clauses 9, 10, and 11 will be deemed a material breach for the purpose of clause 3.2.1.
- 3.4 Without prejudice to any other of SCC's rights and remedies under this Agreement or otherwise, SCC may terminate this Agreement immediately and recover its costs upon giving written notice if:
 - 3.4.1 TOB breaches any of the warranties set out in clause 9 of this Agreement; and/or
 - 3.4.2 Save for the provisions of clause 22, if the Stage Race is cancelled and/or postponed or a single stage or part of the Stage Race does not take place in Surrey.
- 3.5 Expiry or termination of this Agreement for any reason shall be without prejudice to the accrued rights and remedies of either Party and shall not affect the coming into force or the continuance in force of any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or termination.

4. Consequences of Termination

- 4.1 The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued either of the Parties under this Agreement.
- 4.2 On expiry or termination of this Agreement:
- 4.2.1 all Sponsorship Rights granted by TOB to SCC under this Agreement shall immediately terminate and automatically revert to TOB after which SCC shall not exercise the Sponsorship Rights. For the avoidance of doubt, SCC may refer to its previous connection with TOB in perpetuity;
- 4.2.2 except where explicitly stated elsewhere in this Agreement, any licences granted under this Agreement shall terminate forthwith, save that either Party may use any existing materials containing the TOB Mark and/or the SCC Mark for a further 3 month period provided that the Agreement was not terminated for material breach under Clause 3.2.1;
- 4.2.3 each Party shall promptly return to the other all of the property of the other within its possession; and
- 4.2.4 TOB shall repay the Sponsorship to SCC in proportion to the number of whole months then remaining of the term in accordance with the payment schedule set out in Schedule 3.
- 4.3 Clauses 9, 20 and 21 shall survive expiry or termination of this Agreement.

5. TOB's Obligations

- 5.1 TOB shall at its sole cost and expense and in accordance with the terms of this Agreement:
- 5.1.1 carry out the Project in accordance with the specification and timescales set out in Schedule 1 of this Agreement or as otherwise agreed in writing between the Parties;
- 5.1.2 liaise with such representatives and bodies from the locations through which the Stage Race will pass (including without limitation the police, and traffic departments of the relevant statutory bodies and the relevant local NHS Ambulance Trusts) within Surrey as SCC may from time to time specify in writing and provide to SCC notification of any issues that have a material bearing on the running and organising of the Stage Race;
- 5.1.3 use all reasonable endeavours to supply the Sponsorship Rights in accordance with the provisions of Schedule 2 of this Agreement using such reasonable skill and care as is to be expected from a provider of

a cycle race organisation of the size, type, scope and complexity of the Project and in accordance with all applicable Cycling Laws; and

- 5.1.4 TOB will immediately notify SCC of any potential, threatened or actual breach of the Cycling Laws that may have an impact on the successful running of the Stage Race or impact in an adverse and or material way on SCC.

6. SCC's Obligations

- 6.1 SCC shall use reasonable endeavours to co-operate with TOB in relation to the implementation of the Project and shall as soon as is reasonably practicable provide to TOB with such information and documents as TOB may consider necessary for the proper performance of TOB's obligations under this Agreement.
- 6.2 SCC will ensure that it has reasonably skilled and competent staff appointed to the Project.

7. Reporting Procedures of the Parties

- 7.1 The Parties shall meet not less than once every two months and at other times as SCC may request, at premises to be agreed between them throughout the Term in order to agree upon any issues which are outstanding and/or require review and to ensure total compliance with the Agreement.
- 7.2 TOB shall keep and maintain such necessary data and information and shall provide such assistance as the SCC may reasonably require to enable SCC to complete all official returns, including (where applicable) but without limitation):
 - 7.2.1 returns to the Department of Health and the Department for Works and Pensions;
 - 7.2.2 returns to the Chartered Institute of Public Finance and Accountancy;
 - 7.2.3 information required by the Audit Commission;
 - 7.2.4 information required for the purposes of compliance with any external audit, best value or other inspection; and
 - 7.2.5 information required in order to ensure compliance with the Equality Act 2010 other applicable legislation and generally to ensure conformity with obligations contained in Clause 17.
- 7.3 TOB shall provide such data and information as SCC from time to time shall reasonably require to permit SCC to complete management reports (whether of a regular, cyclical or ad hoc nature) on the performance of the Agreement.

7.4 TOB shall at all times during the currency of the Agreement allow the Authorised Officer and such other persons (including representatives of other public bodies or agencies) as may from time to time be reasonably nominated by the Authorised Officer access on reasonable notice (save in the case of emergency or for statutory or audit purposes where no notice shall be required) to all offices and places of work used by TOB for the purposes of monitoring and inspecting work being performed pursuant to this Agreement and any or all records and documents in the possession, custody or control of TOB in connection with this Agreement.

8. Sponsorship

8.1 This Agreement is in respect of the Stage Race in 2012 and 2013 unless this Agreement is terminated earlier in accordance with clause 3.

8.2 In consideration of the Sponsorship Rights, SCC shall pay TOB the Sponsorship Fees set out in Schedule 3.

8.3 TOB shall render an invoice in respect of the relevant Sponsorship Fees once the milestones (as defined in Schedule 3) to which those Sponsorship Fees relate have been achieved to the reasonable satisfaction of SCC acting in good faith and SCC has accepted this achievement in writing to TOB.

8.4 All invoices payable by SCC shall be paid within 30 days of receipt of a valid invoice from TOB. Save as otherwise expressed in this Agreement, in the event of failure by SCC to pay sums due within the said period, interest shall be payable on the sums due at the 3% above the base rate for the time being of HSBC Bank, calculated on a daily basis which the Parties agree shall be a sufficiently substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

8.5 All payments made by either Party to the other Party under the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which payment is consideration and in so far as such payments are to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice.

8.6 TOB shall supply SCC with copies of all such accounts and other financial information as may reasonably be required in respect of the application of the Sponsorship Fee to the Stage Race. TOB shall, if so requested within 60 days after the expiry of this Agreement at its own expense, provide SCC a report from its external auditors as to the accuracy of the information submitted by it pursuant to this clause 8.6

8.7 Schedules 1 and 2 of this Agreement outline the benefits to SCC. SCC will not be liable for any further Sponsorship Fees in addition to those

set out in Schedule 3 unless otherwise agreed between the Parties or save that if SCC properly requests additional work, services or goods from TOB over and above those benefits set out in Schedules 1 and 2 of this Agreement they will be liable for such additional work, services or goods subject and conditional on TOB notifying SCC in writing and in advance of what those costs will be and SCC agreeing those additional costs in advance.

9. Confidential Information

9.1 Each Party shall keep strictly confidential in so far as permitted under the FOI Act all Confidential Information except as permitted under clause 9.2.

9.2 Each Party may disclose the other Party's Confidential Information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 9; and

9.2.2 as may be required by law, court order or any governmental or regulatory authority.

9.3 Clause 9.1 shall not apply to information which:-

9.3.1 the recipient can demonstrate was already in its possession and at its free disposal before the information was disclosed to it by the disclosing Party; or

9.3.2 was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing Party;

9.3.3 the Parties agree in writing is not confidential and may be disclosed; or

9.3.4 is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing Party; or

9.3.5 enters the public domain through no act of default of the recipient, its agents or employees.

9.4 The Parties shall use of all reasonable endeavours to procure that their employees, agents and sub-contractors keep confidential and do not make any disclosure of Confidential Information to any third party in breach of Clause 9.1 above and only use such Confidential Information in connection with the performance of the Agreement.

9.5 At the request of SCC, TBO shall facilitate SCC's compliance with the Code of Practice on Access to Government Information (second edition) or the Environmental Information Regulations and in the event that SCC is required to provide information to a person as a result of a request made to it under such Code or regulations, TOB shall provide such information relating to the agreement, or itself to enable SCC to adhere to the requirements of the Code or regulations.

9.6 TOB acknowledges to SCC that nothing in this clause 9 shall fetter or affect SCC'S obligations under the DPA, the FOIA Act or the Environmental Information Regulations.

10. TOB Warranties and Indemnities

10.1 TOB warrants and undertakes that during the term of this Agreement:

10.1.1 that a stage of the Stage Race for the 2012 Tour of Britain shall start and finish within SCC's administrative area and that the 2012 Tour of Britain will finish within SCC's administrative area;

10.1.2 that in 2013 a stage of the Stage Race shall start and finish within SCC's administrative area;

10.1.3 the Stage Race within SCC's administrative area will receive television coverage throughout the Term of the Agreement and that in 2012 this will be a highlights programme on ITV4;

10.1.4 that it has the full authority and capacity to enter into this Agreement in respect of the Project and it is not bound by any agreement with any third party that adversely affects this Agreement;

10.1.5 that it has all the necessary permissions or consents to hold the Tour of Britain race during the term of this Agreement;

10.1.6 that it has complied or will comply with all relevant legislation;

10.1.7 that it owns the TOB Marks or owns a licence to use and sublicense the use of the TOB Marks;

10.1.8 that SCC's use of the TOB Marks and exercise of the Sponsorship Rights in accordance with this Agreement will not infringe any third party rights; and

10.1.9 that it will perform all obligations under this Agreement with skill, care and diligence and within the times stated within Schedule 1 and Schedule 2.

10.2 In the event of termination of this Agreement in accordance with clause 3, TOB warrants that it shall, if so demanded by SCC, repay all sums to SCC which have been paid to it under Schedule 3 up to the date of termination during the year in question.

- 10.3 TOB shall be liable for and shall fully and promptly indemnify and hold harmless SCC, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings incurred or suffered whatsoever and howsoever arising, be it directly or indirectly, out of or in connection with TOB's obligations under the Agreement in respect of:
 - 10.3.1 any claims, demands or proceedings brought against SCC by any third party by reason either directly or indirectly of any default or breach by TOB of any provision of the Agreement other than one for which a remedy is provided under any other provision of these conditions or any additional conditions agreed in writing between the Parties;
 - 10.3.2 any fraudulent or negligent act or omission by TOB;
 - 10.3.3 any claim made by a third party that the use of the TOB Mark in accordance with the provisions of this Agreement infringes the intellectual property rights of a third party; and
 - 10.3.4 any failure by TOB to perform its obligations in accordance with all and any terms of the Agreement (including but not limited to Schedule 1 and Schedule 2).

11. SCC Warranties and Indemnities

- 11.1 SCC warrants that during the term of this Agreement:
 - 11.1.1 it has the authority and capacity to enter into this Agreement in respect of the Project; and
 - 11.1.2 it owns the SCC Mark; and
 - 11.1.3 that TOB's use of the SCC Mark in accordance with this Agreement will not infringe any third party rights.
- 11.2 Except as provided by this Agreement, SCC shall not under any circumstances be liable to TOB whether in contract, tort or otherwise, for any loss, damage or injury howsoever caused or arising out of, in the course of or in connection with the provision by TOB of the services provided under this Agreement, or the access to or use of SCC's premises or facilities by TOB or TOB's personnel.
- 11.3 Clause 11.2 shall not apply in relation to:
 - 11.3.1 any failure by SCC to make proper payment to TOB in accordance with the terms of the Agreement; and
 - 11.3.2 any deliberate or negligent act or omission of SCC or any of its employees giving rise to death or personal injury.

12. Not Used

13. Not Used

14. Insurance

14.1 TOB shall:

14.1.1 maintain public liability insurance covering without limitation death, personal injury and damage to property with a minimum limit of indemnity of £10,000,000 (ten million) in respect of any one act or occurrence or series of acts or occurrences arising from one event;

14.1.2 maintain employer's liability insurance with a minimum limit of liability of £10,000,000 in respect of any one act or occurrence or series of acts or occurrences arising from one event, but with no aggregate limit during any one period of cover

14.1.3 produce copies of such insurances, cover notes, premium receipts and any other necessary document which provides evidence that the policies require pursuant to clauses 14.1.1 to 14.1.2 have been taken out.

14.1.4 in respect of the insurance policy noted at clause 14.1.1, TOB shall apply any monies received from any claim under it to refund any Sponsorship Fees paid by SCC.

15. Intellectual Property

15.1 The Parties acknowledge that any Intellectual Property disclosed pursuant to this Agreement shall remain the absolute property of the disclosing Party and the receiving Party undertakes not to use the disclosing Party's Intellectual Property save as expressly permitted in writing by the disclosing Party or as expressly provided for in this Agreement.

15.2 The Parties agree that any new Intellectual Property that is created during the term of this Agreement shall belong to the Party who created that Intellectual Property. .

15.3 SCC hereby grants TOB a non-exclusive, royalty free licence to use the SCC Mark in connection with the Project, in accordance with the terms of this Agreement. For the avoidance of doubt, SCC may terminate this licence in the event that TOB does any act or omission which brings SCC's reputation into disrepute.

15.4 Prior to TOB's use of the SCC Mark, SCC shall at its sole discretion consent (not to be unreasonably withheld or delayed) such use by TOB. For the avoidance of doubt, SCC will be required to approve all documentation and medium upon which such SCC Mark or Intellectual Property is to be used.

- 15.5 TOB hereby grants to SCC a non-exclusive royalty free licence to use the TOB Mark in accordance with the terms of this Agreement as part of the Sponsorship Rights contained within Schedule 2.
- 15.6 TOB hereby grants to SCC a non-exclusive royalty free perpetual licence to use any images take from the Stage Race in Surrey. TOB will grant SCC the copyright to all images taken by their official photographers, but it is herein understood that permissions may need to be sought for the usage of individual rider images;
- 15.7 TOB shall indemnify SCC against any claims, liabilities, costs, loses expenses, proceedings and damages arising out of any infringement or alleged infringement of any third party Intellectual Property in connection with this Agreement.
- 15.8 Subject to clause 15.9 TOB shall notify SCC of and conduct any litigation arising from (including all negotiations in connection with) any claims, demands and actions in respect of any infringement or alleged infringement of any Intellectual Property. SCC shall at the request of TOB, afford TOB all reasonable assistance for the purpose of contesting any such claims, demands and actions. TOB shall reimburse SCC for all costs and expenses (including, but not limited to legal costs and disbursements on a full indemnity basis) incurred in so doing.
- 15.9 If so requested by SCC, TOB shall either:
- 15.9.1 take all such steps as may be necessary to avoid the infringement or the alleged infringement of any Intellectual Property; or
- 15.9.2 procure such licence as may be necessary to continue with this Agreement without infringement, on terms which are reasonably acceptable to SCC.

16. Prevention of Corruption

- 16.1 SCC may terminate this Agreement and recover all its losses if TOB (or its personnel):
- 16.1.1. fails to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti corruption including but not limited to the Bribery Act 2010; and
- 16.1.2 engages in any activity, practice or conduct which would constitute an offence under, section 1, 2, and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or
- 16.1.3 engages in any activity, practice or conduct which would constitute an offence under Section 117(2) of the Local Government Act 1972 and any amendment thereto or any subsequent legislation or under legislation creating offences in respect of fraudulent acts or at

common law in respect of fraudulent acts in relation to this agreement or any other contract with the Council; or

16.1.4 defraud or attempt to defraud or conspire to defraud the Council.

17. Anti- Discrimination

17.1 TOB shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) whilst performing activities under this Agreement.

17.2 TOB shall take all reasonable steps to secure the observance of clause 17.1 by all servants, employees or agents of TOB and all suppliers and subcontractors employed in the performance of the Agreement.

18. Human Rights

18.1 TOB shall (and shall use all reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Agreement.

18.2 TOB shall undertake, or refrain from undertaking, such acts as SCC requests so as to enable SCC to comply with its obligations under the Human Rights Act 1998.

19. Health and Safety

19.1 TOB acknowledges that it has been supplied with a copy of SCC's rules regarding health and safety. TOB agrees to comply with these rules, and any additional rules made known to TOB from time to time by SCC together with all applicable statutory rules and regulations regarding these matters. SCC will be responsible for procuring that its employees and agents also comply with these rules and regulations.

19.2 Either Party shall notify the other as soon as practicable of any health and safety hazards affecting the Project of which it becomes aware.

20. Data Protection

20.1 TOB shall (and shall procure that any of its staff involved in the provision of the Agreement) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

20.2 Notwithstanding the general obligation in clause 20.1, where TOB is processing Personal Data as a Data Processor for SCC, TOB shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal

Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- 20.2.1 provide SCC with such information as SCC may reasonably require to satisfy itself that TOB is complying with its obligations under the DPA; and
- 20.2.2 ensure it does not knowingly or negligently do or omit to do anything which places SCC in breach of SCC's obligations under the DPA.
- 20.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

21. Freedom of Information

- 21.1 TOB acknowledges that SCC is subject to the requirements of the Environmental Information Regulations and the FOI Act and agrees to use all reasonable endeavours to assist SCC (at TOB'S expense) to comply with its obligations imposed under those provisions.
- 21.2 TOB shall process Information produced in the performance of the Agreement in accordance with a records management system which complies with the Lord Chancellor's code of practice for the keeping and management of records under section 46 of the FOI Act.
- 21.3 Subject to Clause 21.6, TOB shall and shall procure that its sub-contractors shall:
 - 21.3.1 transfer any Request for Information received by TOB or its sub-contractors to SCC promptly and, in any event, within two Working Days of its receipt;
 - 21.3.2 provide SCC with a copy of all Information in its possession or power in the form and within the time scale that SCC requires including such information as SCC may require in order to comply with the SCC's Publication Scheme;
 - 21.3.3 provide all necessary assistance as reasonably requested by SCC to enable SCC to respond to a Request for Information within the time for compliance prescribed by section 10 of the FOI Act;
 - 21.3.4 not respond directly to a Request for Information or disclose or release Information without the prior written authority of SCC.
- 21.4 Subject to Clause 21.6, SCC shall be responsible for determining, in its absolute discretion, whether:
 - 21.4.1 Information relating to a Request for Information is exempt from disclosure under the FOI Act or the Environmental Information Regulations;

- 21.4.2 any Information is to be disclosed in response to a Request for Information.
- 21.5 TOB acknowledges that SCC may be obliged under the FOI Act or the Environmental Information Regulations to disclose Information:
 - 21.5.1 without consulting TOB; or
 - 21.5.2 following consultation with TOB and having taken its views into account.
- 21.6 Where the FOI Act applies to TOB (by virtue of an order made under section 5 of the FOI Act or otherwise), TOB shall:
 - 21.6.1 comply with the FOI Act and any associated legislation and codes of practice (including (without limitation) the Secretary of State's and Lord Chancellor's codes of practice issued under sections 45 and 46 of the FOI Act); and
 - 21.6.2 where TOB receives a Request for Information from a third party under the FOI Act which relates to TOB and / or this Agreement:
 - 21.6.2.1 inform SCC about the Request for Information and the nature of the Information being sought as soon as reasonably possible;
 - 21.6.2.2 consider and apply all lawful exemptions provided under the FOI Act to withhold Information sought in terms of the Request for Information;
 - 21.6.2.3 consult with SCC prior to the disclosure of any such Information; and
 - 21.6.2.4 keep SCC informed about TOB's progress in dealing with any Request for Information and where requested by SCC, provide SCC with copies of any correspondence and documents relating to the Request for Information.
- 21.7 TOB shall indemnify SCC against all claims and proceedings and all liabilities, losses, costs and expenses incurred in connection therewith by SCC as a result of any breach of this Clause 21 by TOB, TOB's personnel, sub-contractors or agents.
- 21.8 TOB acknowledges that the definition of Confidential Information is indicative only and that SCC may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the FOI Act.

22. Force majeure and Stage Race cancellation

- 22.1 Subject to the remaining provisions of this clause 22, neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

- 22.2 In the event that either Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- 22.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 22.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - 22.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 22.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 22.4 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
- 22.5 The affected Party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 22.6 If the Stage Race in SCC's administrative area is cancelled for any reason, TOB shall notify SCC as soon as possible and the Parties agree that following Notice being given that the event is cancelled, the Parties are relieved of their rights and obligations under this Agreement and TOB shall repay all sums to SCC which have been paid to it under Schedule 3 up to the date of termination during the year in question. In the event that the Stage Race is cancelled due to no fault of TOB, TOB may deduct from the sums payable pursuant to this clause, TOB's reasonable costs and expenses up to the point of termination.

23. General

- 23.1 TOB may not, without written consent of SCC, sub-contract or assign any or all of its rights and obligations under this Agreement. This shall not relieve TOB from any liability or obligations under this Agreement to and TOB shall be responsible for the acts, defaults or neglect of any sub-contractors, its employees and agents in all respects as if they were the acts, defaults or neglect of TOB itself.

- 23.2 SCC may assign, sub-contract or sub-licence any or all of its rights and obligations under this Agreement.
- 23.3 TOB is an independent contractor and nothing in this Agreement shall render it an agent, partner or employee of SCC.
- 23.4 This Agreement constitutes the entire understanding between the Parties concerning the subject matter of this Agreement and neither of the Parties has been induced to enter into this Agreement by a statement or promise which it does not contain. This shall not exclude any liability which a Party would otherwise have to the other Party in respect of any statement made fraudulently by that Party prior to the date of this Agreement.
- 23.5 No waiver or amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both Parties.
- 23.6 Each provision of this Agreement shall be construed separately and notwithstanding that the whole of any part of any such provision may prove to be illegal or unenforceable the other provisions of the Agreement and the remainder of the provision in question shall continue in full force and effect.
- 23.7 The Parties do not intend that any of its terms will be enforceable by virtue of its Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 23.8 Wherever under this Agreement any sum of money is recoverable from or payable by TOB, SCC may deduct that sum from any sums then due, or which at any later time may become due to TOB under this Agreement.
- 23.9 Any overpayment by SCC to TOB shall be recoverable by SCC.

24. Notices

- 24.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:
- 24.1.1 Rhian Boast, Surrey County Council, County Hall, Penryth Road, Kingston-upon-Thames, KT1 2DN;
- 24.1.2 Mr Hugh Roberts, Tour of Britain Limited, Rathbone House, Heath Road, Weybridge, Surrey KT13 8TB; email RobertsH@TheTour.co.uk
- or as otherwise specified by the relevant party by notice in writing to each other Party.

- 24.2 Any notice or other communication shall be deemed to have been duly received:
- 24.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or
 - 24.2.2 if sent by pre-paid first class post or recorded delivery, at 9.30 am on the second day after posting; or
 - 24.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - 24.2.4 if delivered by e-mail, 3 hours after the e-mail has been sent provided that the sending party does not receive a "delivery failure" notice.
- 24.3 The provisions of this clause 23 shall not apply to the service of any proceedings or other documents in any legal action.

25. Disputes

- 25.1 In the event of a dispute arising out of or relating to this Agreement, the Authorised Officers of the Parties shall meet and attempt to resolve the dispute between them before seeking mediation pursuant to clause 25.2 below.
- 25.2 In the event of a dispute is not settled by the Parties within a reasonable time, the Parties shall seek settlement of the dispute by mediation in accordance with the Mediation Procedure of Sport Resolutions (UK) (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) in force at the date the dispute is referred to mediation.
- 25.3 If the dispute is not settled within 21 days of the mediation being instituted, or such other period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Sport Resolutions' Arbitration Rules (in force from time to time) which Rules are deemed to be incorporated by reference to this Clause.

26. Governing Law and Jurisdiction

- 26.1 This Agreement shall be governed by and construed in accordance with English law.

EXECUTED AS A DEED by the Parties on the date set out at the beginning of this Agreement.

THE COMMON SEAL of **SURREY**)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)

Authorised Signatory.....

Executed as a Deed by)
TOUR OF BRITAIN LIMITED)
acting by.....)
in the presence of:)

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

SCHEDULE 1

THE PROJECT

Specification

1. TOB will stage the Stage Race which will be known as "The Tour of Britain" or similar name such TOB shall decide and which SCC shall be informed of as soon as is reasonably practicable after such decision is made.
2. The Stage Race will be a class 2.1 cycle race in accordance with categorisation set out by the International Cycling Union.
3. The dates for the Tour of Britain in 2012 are 9-16 September 2012. The race days for 2013 will be advised one year prior to the event taking place.
4. TOB (or its duly appointed sub-contractor(s)) shall work with SCC to finalise the route of the Stage Race by no later than the 1st June of each year. TOB (or its duly appointed sub-contractor(s)) shall be responsible for obtaining the approval of other the relevant statutory bodies such as the Police Force.

TOB'S OBLIGATIONS

5. TOB shall provide SCC with the final marketing and communication plan for the Stage Race by the end of June in each year of this Agreement. SCC shall sign off the marketing and communication plan in each year of the Agreement.
6. TOB shall:
 - 6.1 confirm to SCC the logistics and operational arrangements for the event (including finalisation of the route);
 - 6.2 provide SCC with copies of the written approvals of the route for the Stage Race from all bodies whose approval TOB is obliged to obtain in order to host the Stage Race; and
 - 6.3 confirm to SCC that the relevant local NHS Ambulance Trusts are aware of the route of the Stage Race and have given their approval/confirmed that they will attend the Stage Race so as to provide medical assistance should it be required.
7. for the 2012 race, will stage a national press launch, at a venue with SCC's administrative area, to announce the Stage Race, including the route on a date to be mutually agreed by no later than 11th May 2012. TOB shall provide representative(s) to participate in the press launches and SCC will be permitted to provide a representative to speak at the

press launch. TOB shall, at its own cost, provide the following in respect of the national press launch:

- 7.1 a map with the national route of the Tour of Britain race with SCC Stage Race highlighted;
- 7.2 Tour of Britain pop-up banners x 2;
- 7.3 1 x sponsorship board for the stage area;
- 7.4 Holding slide;
- 7.5 Press kit folders x 25;
- 7.6 Press release – email version and 25 x hard copies;
8. TOB shall no later than the end of June 2012 and in each year of this Agreement provide draft copies of the promotional marketing and advertising materials (as detailed in Schedule 2, clause 4) for the Stage Race.
9. TOB shall confirm to SCC as soon as is reasonably practicable details of the teams and riders participating in the Stage Race of the Tour of Britain and shall publish the same information on the website www.tourofbritain.co.uk. TOB shall use its best endeavours to base its entourage and teams in Surrey accommodation before and during the Surrey part of the Stage Race.
10. Following completion of each Stage Race, TOB shall commission an economic research study (using the same methodology and breadth of study to that conducted by EKOS in previous years) on the effects of the Stage Race and shall provide copies of such reports to SCC as part of the post race analysis report no later than 8 weeks following completion of the Stage Race. TOB shall procure that the consultant engaged to undertake the economic research study will grant SCC a right to use the economic research study commissioned by TOB for SCC's own business purposes, as it sees fit.

SCC'S OBLIGATIONS

11. At SCC's own discretion, SCC may, at its own cost, host a regional press launch. If SCC chooses to do so, it shall provide the following;
 - 11.1 the venue and facilities;
 - 11.2 food and refreshments for launch invitees;
 - 11.3 printing of invitations; and
 - 11.4 other materials to promote SCC as agreed between the Parties from time to time.

12. SCC shall liaise with TOB in order to devise a route for the Stage Race in Surrey which meets the technical requirements of a class 2.1 cycle race.
13. Where the route of the Stage Race passes over highways maintainable at public expense within Surrey, SCC shall use reasonable endeavours to ensure that those highways maintainable at public expense are closed to all traffic other than those vehicles necessary for the performance of the Stage Race on a rolling basis. In addition, the starting and finishing areas shall be closed to all traffic other than those vehicles necessary for the performance of the Stage Race for periods agreed between the Parties, before, during and after the Stage Race.
14. Where it is appropriate, SCC shall provide traffic management as agreed between the Parties before, during and after the Stage Race. Traffic management includes but is not limited to advertising, signage, closure of roads in addition to those at paragraph 13 above and diversions.
15. Where agreed, SCC shall use reasonable endeavours to notify those who will be affected by the closure of highways maintainable at public expense, of the time and date of the Stage Race.
16. SCC acknowledges that in order to deliver the Stage Race, TOB will need to enter into agreements with other statutory bodies including the district/borough councils who are responsible for the administrative areas in which the Stage Race starts and finishes. SCC agrees to work with other statutory bodies within SCC's administrative area in order to facilitate the Stage Race. A list of requirements for a cycle race are included at Schedule 6 as an illustration of what provisions statutory bodies may be required to provide TOB. Schedule 6 places no contractual obligation on SCC to provide any item contained within Schedule 6.

SCHEDULE 2

SPONSORSHIP RIGHTS

SCC will be treated as a 'Regional Partner' of the Stage Race and enjoy equal status with other participating regions.

TOB shall, at its own expense, also provide SCC with the following benefits:

1. Title of 'host sponsor' at each stage held in the region of the Regional Partner i.e. The Tour of Britain presented by/brought to you by or (such other appropriate wording to be agreed in writing by SCC and TOB). SCC branding at starts and finishes (6 x 3x1m signage boards) – or any such other body/partners as SCC shall notify to TOB in writing.
2. SCC branding (or such other body/partners or organisation as SCC shall notify to TOB in writing) on presentation 'podium' for stage winners and the opportunity to have a representative of SCC or nominated representative to make presentation to the winners.
3. Advertising space for a 2 x A4 page colour spread (for SCC or such other body or organisation as SCC shall notify to TOB in writing) in the official programme.
4. Branding on all official Stage Race materials for SCC (or other body or organisation as SCC shall notify to TOB in writing), including, without limitation:
 - a. A3 posters up to a maximum of 1,000 (amount to be confirmed by SCC)
 - b. flyers to a maximum of 10,000 (amount to be confirmed by SCC);
 - c. up to 5 banners;
 - d. official communication materials.

These posters, leaflets and banners must include the SCC Mark, the website address www.tourofbritain.co.uk and any other relevant branding which SCC will notify to TOB within reasonable time before TOB sends the posters and flyers to print.
5. Any further Stage Race materials required by SCC shall be paid for by SCC. However TOB shall discuss with SCC the possibility of ordering such additional items through it from its suppliers on the terms TOB has agreed with its suppliers.
6. One (1) SCC (or such other body or organisation as SCC shall notify to TOB in writing) branded vehicle in the official cavalcade.

7. Two (2) SCC (or such other body or organisation as SCC shall notify to TOB in writing) branded arches on the course. In particular one (1) branded arch at the start of the Surrey part of the Stage Race, one (1) branded arch at the finish of the Surrey part of the Stage Race. Any further branded arches required by SCC shall be paid for by SCC. However TOB shall discuss with SCC the possibility of ordering such additional items through its suppliers on the terms TOB has agreed with its suppliers.
8. Unrestricted use of the official TOB Marks (as set out in Schedule 5) and use of stills and video taken from the Tour of Britain whilst in the Surrey part of the Stage Race.
9. Inclusion in a 60 minute highlights programme of each day of the Tour of Britain and broadcast on ITV4 that day at a time to be advised by TOB. The broadcast time devoted to the Surrey stage shall be no less than the time devoted to each of the other regions. SCC's Authorised Officer shall have an input into what highlights the programme covers in relation to the Surrey part of the Stage Race.
10. A 52 minute highlight programme will also be produced and this will be distributed on a worldwide basis using the best endeavours to reach the widest possible audience. The broadcast time devoted to the Surrey stage shall be no less than the time devoted to each of the other regions. The SCC's Authorised Officer shall have an input into what highlights the programme covers in relation to the Surrey part of the Stage Race.
13. Official recognition on the Tour of Britain website with 'hotlinks' to SCC and other local partners as identified by SCC.
14. Provision of hospitality facilities to SCC (or such other body or organisation as SCC shall notify TOB in writing) and its nominated guests at the start and finish of the Stage Race. A quota of 50 (fifty).
16. SCC recognition on all press releases issued in relation to the Project, this is to include a SCC quote and descriptive note to editors explaining the role of the SCC which has had prior agreement between the Parties.
17. SCC press office to give prior approval to all press releases issued in relation to the Project.

SCHEDULE 3

FUNDING

1. Subject to the other provisions of this agreement, SCC shall pay the following sponsorship fees to TOB:

<u>Milestones</u>	<u>Completion Date</u>	<u>Payment</u>
Year 1 – 2012		
The signing of this Agreement by both Parties and proof of insurance cover	The date of signature of this Agreement by both Parties	£100,000 + VAT
Delivery of the National Launch	By 1 st June 2012	£90,000 + VAT
The delivery of the post event economic report	By 31 st October 2012	£10,000 + VAT
Year 2 – 2013		
	By 4 th January 2013	£100,000 + VAT
	By 1 st June 2013	£65,000 + VAT
The delivery of the post event economic report	By 31 st October 2013	£10,000 + VAT

2. All payments due under this Agreement shall be paid into the bank of TOB which has the following details:

Account Name: The Tour of Britain Ltd.
Sort Code: 40-46-22
Account No: 71421913
Branch of Bank: HSBC Weybridge

Or such other bank account as TOB shall notify to SCC in writing from time to time.

SCHEDULE 4

SCC MARK



Registered Trade Mark 2372198 for classes 09, 16, 25, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45.

SCHEDULE 5

TOB MARKS

Registered Trade Mark 2127679 for the phrase "Tour of Britain" in class 41.



Registered Trade Mark 2517037 for classes 09, 12, 16 25, 30, 32, 35, 41 and 43.

All Trade Marks or intellectual property rights incorporating the Tour of Britain 'flagman' logo above either registered by TOB as the proprietor or licensed to TOB.

SCHEDULE 6

LIST OF REQUIREMENTS FOR THE TOUR OF BRITAIN RACE

This Schedule 6 is a list of requirements for a cycle race. Different statutory bodies shall have the vires to provide such goods, works or services.

This Schedule 6 places no contractual obligation on SCC to provide any item contained within Schedule 6 unless Schedule 1 states to the contrary. Notwithstanding this, SCC shall provide reasonable assistance to other statutory bodies in order to assist in the successful delivery of the Stage Race in Surrey.

1. START AREA

- 1.1 Provision of a start area to include:
 - a. Suitable start straight approx 200x7m
 - b. Parking for approx 150 vehicles
 - c. Technical zone (the area that surrounds the start line – approx 600m²)
 - d. Access to start area from 16:00hrs on the evening prior to start build up.
- 1.2 Traffic Management (signage, road closures, diversions where appropriate) in the start area and areas of the route under the control of SCC. This may include: parking meter bagging (if applicable), no parking cones, bus stop suspensions and removal of any illegally parked vehicles.
- 1.3 Road closure in the start from 05:00hrs on the day of the race until 1.5-2hrs after the start. Removal of any illegally parked vehicles.
- 1.4 Street cleansing, litter bin collection prior to and post race.
- 1.5 Grass cutting, hedge trimming and tree pruning (if applicable).
- 1.6 Pothole repairs in start area as advised by technical team during site visit.
- 1.7 Local First Aid group for spectators (1 unit at start)
- 1.8 Local Policing costs (generally, 1-2 officers to oversee public order during the build up and start).
- 1.9 Permission to erect start structures i.e. gantry over the start lines.
- 1.10 Presence of senior city representative during the build up periods (from 0430 race day)
- 1.11 Provision of meeting room and co-ordination of planning groups (normally up to 3 meetings).
- 1.12 Ten flower troughs (4ft long) or similar for the start podium.

- 1.13 The erection of 2 pre-publicity banners (approx 7mtrs x 1mtr) ToB to provide the banners.
- 1.14 Notification to churches, hospitals, taxis, bus companies, emergency services, local businesses and any local residence.
- 1.15 Provision of 20 trained marshalls for race day. 2 stewards should be SIA Front Line License, the remaining 18 need to be SIA accredited, NVQ trained or equivalent. (TOB to provide onsite briefing and hi-visibility vests)
- 1.16 Venue for local press reception (if required).
- 1.17 Provision of Civic Dignitary to the stage start to drop the flag.

2. FINISH AREA

- 2.1 Provision of a finish area to include:
 - a. Suitable finish straight of approx 300/400x7m
 - b. Parking for approx 150 vehicles
 - c. Technical zone (the area that surrounds the finish line – approx 800m²)
 - d. Access to finish area from 21:00 from the day prior to start build up.
- 2.2 Traffic Management (signage, road closures, diversions where appropriate) in the finish area and areas of the route under the control of SCC. This may include: parking meter bagging (if applicable), no parking cones, bus stop suspensions and removal of any illegally parked vehicles.
- 2.3 Road closure in the finish area from 05:00hrs on the day of the race until 1.5-2hrs after the finish. Removal of any illegally parked vehicles.
- 2.4 Street cleansing, litter bin collection prior to and post race.
- 2.5 Grass cutting, hedge trimming and tree pruning (if applicable).
- 2.6 Water supply (mains pressure or bauser 2000L) for hospitality.
- 2.7 Arrangements with the local fire brigade(s) to supply approx 4000ltrs water for ballast purposes for the finish gantry.
- 2.8 Pothole repairs in finish area as advised by technical team during site visit.
- 2.9 Local First Aid group for spectators (2 at finish).
- 2.10 Local Policing costs (generally, 1-2 officers to oversee public order during the build up).
- 2.11 Permission to erect finish structures i.e. gantry over the finish lines.
- 2.12 Presence of senior city representative during the build up periods (from 0500 race day)

- 2.13 Provision of meeting room and co-ordination of planning groups (normally up to 3 meetings).
- 2.14 Ten flower troughs (4ft long) or similar for the finish podium and 5 bouquets for prize winners.
- 2.15 The erection of 2 pre-publicity banners (approx 7mtrs x 1mtr) ToB to provide the banners.
- 2.16 Notification to churches, hospitals, taxis, bus companies, emergency services, local businesses and any local residence.
- 2.17 Provision of 20 trained stewards for race day. 4 of these stewards should hold SIA Front Line Licenses, the remaining 16 need to be SIA accredited, NVQ trained or equivalent. (TOB to provide onsite briefing and hi-visibility vests)
- 2.18 Venue for local press reception (if required).
- 2.19 Provision of Civic Dignitary to the stage at the finish to be present at the prize giving.
- 2.20 Provision of venue for press office on race day, open from midday until approx 8pm (with ISDN and WIFI to permit national).