

DATED

MEMORANDUM OF UNDERSTANDING

between

TRANSPORT TRADING LIMITED

SURREY COUNTY COUNCIL

ELMBRIDGE BOROUGH COUNCIL

WOKING BOROUGH COUNCIL

GUILDFORD BOROUGH COUNCIL

MOLE VALLEY DISTRICT COUNCIL

REIGATE AND BANSTEAD BOROUGH COUNCIL

THIS MEMORANDUM OF UNDERSTANDING is dated

PARTIES

The parties to this memorandum of understanding ("**MOU**") are:

- (1) **TRANSPORT TRADING LIMITED** (Registered in England no. 03914810) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("**TTL**");

- (2) Surrey County Council of County Hall, Penrhyn Road, Kingston-upon-Thames, Surrey KT12DN (the “**County Council**”);
- (3) Elmbridge Borough Council of Civic Centre, High Street, Esher, Surrey KT109SD;
- (4) Woking Borough Council of Civic Offices, Gloucester Square, Woking, Surrey GU216YL;
- (5) Guildford Borough Council of Millmead House, Millmead, Guildford, Surrey GU24BB;
- (6) Mole Valley District Council of Pippbrook, Dorking, Surrey RH41SJ; and
- (7) Reigate and Banstead Borough Council of Town Hall, Castlefield Road, Reigate, RH2 0SH.

Parties numbered 3 – 7 together make up the “**Surrey Boroughs and Districts**”.

Each a “**party**” and together the “**parties**”.

1. PURPOSE AND SCOPE

- 1.1 The purpose of this MOU is to set out the terms upon which the parties have agreed to collaborate with each other to deliver the Event (as defined below).
- 1.2 The commencement of this MOU shall be effective upon signature on behalf of all parties and shall remain in place, until terminated in accordance with this MOU.
- 1.3 For the duration of this MOU, the parties intend to work together to organise, host and promote the Event.

2. INTERPRETATION

- 2.1 In this MOU unless the context requires otherwise, the definitions set out in Clause 3 (Definitions) shall apply.
- 2.2 The headings to Clauses and Schedules are inserted for convenience only and shall not affect the interpretation or construction of this MOU.
- 2.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, unincorporated association, corporation, firm, partnership, joint venture, government, state or agency of state.
- 2.4 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 2.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification), whether made before or after the date of this MOU.

- 2.6 All references in this MOU to Clauses and Schedules are to the Clauses and Schedules to this MOU unless otherwise stated.
- 2.7 In the case of conflict or ambiguity, the order of precedence for this MOU and the documents attached to or referred to in this MOU shall be as follows:
- a) first this MOU; and then
 - b) second the Schedules to this MOU.

3. DEFINITIONS

3.1 The following defined terms shall apply to this MOU:

Term	Definition
“Authorised Representative”	has the meaning given to it in Clause 5.1.
“Confidential Information”	means the provisions of this MOU and all information which ought, by its nature, reasonably to be regarded as confidential including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this MOU;
“Delivery Partner”	means London & Surrey Cycling Partnership LLP (Registered in England no. OC372072) whose registered office is at 115 Southwark Street, London, SE1 0JF
“Delivery Partner Agreement”	means the concession agreement in respect of the Event between the Delivery Partner and TTL dated 19 September 2012 as may be amended or varied from time to time);
“Event”	has the meaning given to it in Schedule 1 (Event Description) (as may be amended or varied from time to time);
“Event Objectives”	has the meaning given to it in Clause 4.2;
“FOI Legislation”	means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or reenactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Founding Stakeholders”

means the following:

- (1) TTL (including TfL and the TfL Group);
- (2) GLA; and
- (3) L&P

“Force Majeure Event”

means any riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event (an **“Affected Party”**) to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“GLA”

means the Greater London Authority, a statutory body constituted under the Greater London Authority Act 1999 having its head office at City Hall, The Queen’s Walk, More London, London SE1 2AA;

“L&P”

means London & Partners Limited, (Registered in England no. 07493460) whose registered office is at Level 6, More London, Riverside, London SE12RR;

“Management Board”

has the meaning set out in Clause 6.1 below;

“Roles and Responsibilities Matrix”

means the parties’ roles and responsibilities as set out in Schedule 2 (Roles and Responsibilities Matrix), as amended or varied from time to time;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“TfL Group”

TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the TfL Group” shall refer to TfL or any such subsidiary; and

“Transparency Commitment” means the transparency commitment stipulated by the UK government in May 2010.

4. EVENT OBJECTIVES

4.1 The parties agree to work together collaboratively and in the best interests of the Event at all times. In particular, each party agrees to use all reasonable endeavours to create an Event which satisfies the overall Event Objectives.

4.2 The Event Objectives are to create a new annual, financially self-sustaining world-class cycling event which:

- (a) Creates large-scale engagement from participants, spectators and media;
- (b) Generates sustainable, long-term economic benefits for the communities of the parties;
- (c) Encourages more safe and responsible cycling in London, Surrey and the UK; and
- (d) Establishes a significant legacy from the 2012 Olympic and Paralympic Games,

(a) to (d) together make up the **“Event Objectives”**.

5. PRINCIPLES OF COLLABORATION

5.1 Each party shall appoint a senior employee as its representative who will lead on the performance of that party’s obligations under this MOU and will have the authority to liaise with and receive instructions from the other party (an **“Authorised Representative”**).

5.2 The parties agree to adopt the following principles in relation to the Event (**“Principles”**) to:

- (a) collaborate and co-operate with relevant stakeholders to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Event;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;

- (f) adhere to statutory requirements and best practice;
- (g) act in a timely manner. Recognise the time-critical nature of the Event and respond accordingly to requests for support;
- (h) manage relevant stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MOU as described in Schedule 2; and
- (j) act in good faith to support achievement of the Event Objectives in compliance with these Principles.

6. EVENT GOVERNANCE

6.1 A management board has been established as a forum to discuss strategic decisions relating to the Event and to oversee all other matters relating to the Event (“**Management Board**”). The initial composition of the Management Board was as follows:

- (i) one representative of GLA;
- (ii) one representative of TfL;
- (iii) one representative of L&P; and
- (iv) two representatives of the Delivery Partner.

The County Council is invited to nominate one representative to join the Management Board (the “**Surrey Representative**”). The Surrey Representative is to represent the views of the County Council and the Surrey Boroughs and Districts.

6.2 The function of the Management Board shall be to consider and discuss issues relating to the Event, including without limitation to consider the strategic direction of the Event, review progress and planning of the Event, review performance and success criteria and any decisions or other actions that materially impact the Event.

6.3 The Management Board shall not be an Event decision making body and neither the Management Board collectively nor the members individually shall have the ability to make decisions on behalf of the Founding Stakeholders. In any matter requiring an Event decision, the sole right of the Management Board is to refer that decision (along with such recommendation or advice as they deem appropriate) to the Founding Stakeholders for approval.

6.4 The Management Board may from time to time invite additional representatives of the GLA, relevant stakeholders and third parties with expertise in the staging of major sporting and other events to attend its meetings or become members of the Management Board.

6.5 The Management Board shall meet not less than monthly until the holding of the first Event and not less than quarterly thereafter throughout the term of this MOU (and more frequently, where decided by the Management Board). The role

of chair shall rotate each meeting between the representatives of GLA, TTL and L&P.

- 6.6 In making any recommendations to the Founding Stakeholders, the Management Board shall take into account any agreement with other relevant stakeholders and any relevant laws, regulations or the parties' own constitutional procedures and shall not make any recommendation which might put any party to this MOU in breach of its obligations under any relevant agreement or in breach of any law, regulatory or constitutional requirement.

7. ESCALATION

- 7.1 If any party has any issues, concerns or complaints about the Event, or any matter in this MOU, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Management Board, which shall recommend an appropriate course of action to take.

- 7.2 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Event, the matter shall be promptly referred to the Management Board (or its nominated representatives). The Management Board shall be notified of response to any inquiry, complaint, claim or action, that would adversely affect the Event.

8. ROLES AND RESPONSIBILITIES

- 8.1 The parties shall undertake the roles and responsibilities to deliver the Challenge Ride and the Elite Men's Road Race (as defined in Schedule 1), as set out in the Roles and Responsibilities Matrix.
- 8.2 Any changes to the Roles and Responsibilities Matrix are subject to agreement in writing by parties assigned the role or responsibility, or the parties whom in its reasonable opinion TTL decide are directly impacted by it.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The County Council and each of the Surrey Borough and District parties each grant a non-exclusive, royalty free, world-wide licence to the Delivery Partner and the Founding Stakeholders to use their respective logos on Event materials.

10. FINANCIAL MATTERS

- 10.1 The parties acknowledge that:
- (a) Unless otherwise agreed in writing, costs and expenses incurred by each party in its compliance with its obligations under Schedule 2 of this MOU shall be borne by that party
 - (b) The Delivery Partner shall otherwise be responsible for bearing 100% of the costs and expenses associated with the planning, management and delivery of the Event.

10.2 Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that any other party shall be liable for any loss it suffers as a result of this MOU.

11. FORCE MAJEURE

11.1 No party to the MOU will be deemed to be in breach of the MOU or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under the MOU if and to the extent that such delay or failure is due to the occurrence of a Force Majeure Event.

11.2 The Affected Party:

(a) will forthwith notify the other parties of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event. As soon as possible following such notification, the parties will consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to:

(i) mitigate the effect of the Force Majeure Event; and

(ii) facilitate the continued performance of the MOU;

(b) will use all reasonable endeavours, in accordance with good industry practice to minimise the effect of the Force Majeure Event on the performance of its obligations under the MOU, including the making of any alternative arrangements for resuming the performance of the relevant party's obligations, which may be practicable without incurring material additional expense; and

(c) will forthwith after the cessation of the Force Majeure Event:

(i) notify the other party thereof; and

(ii) resume full performance of its obligations under the MOU.

11.3 If the party affected by Force Majeure is the County Council and/or a Surrey Borough or District party and the event of Force Majeure is such that the party is unable to host the Event, then (without limitation) TTL shall be free to amend any part of the Event route on County Council roads in consultation with the County Council.

12. TERM AND TERMINATION

12.1 This MOU shall commence on the date at the front of this MOU and shall continue for as long as an Event takes place that includes a route which goes through any of the County Council and/or the Surrey Boroughs and Districts areas, or unless any party's participation is terminated in accordance with this MOU.

12.2 TTL or the County Council may immediately terminate another party's participation in this MOU by giving notice in writing to the relevant party if a party has committed any material or persistent breach of the MOU and, in the case of such a breach that is capable of remedy, fails to remedy that breach within 15 Business Days (or such other timeframe as specified in writing by TTL

or the County Council) from the date of written notice to the party giving details of the breach and requiring it to be remedied;

- 12.3 The termination of this MOU and any party's participation in it shall be without prejudice to the rights and remedies of any party which may have accrued up to the date of termination.

13. CONFIDENTIALITY AND PUBLICITY

- 13.1 Subject to obligations under FOI Legislation and the Transparency Commitment, each party will keep confidential:

- (a) the terms of the MOU; and
- (b) any and all Confidential Information of any other party that it may acquire,

and Confidential Information of TTL includes Confidential Information of the TfL Group and the Event stakeholders.

- 13.2 No party will use the Confidential Information for any purpose other than to perform its obligations under the MOU. Each party will ensure that its officers and employees comply with the provisions of Clause 13.1. Each party will be entitled to disclose Confidential Information to its sub-contractors, Group companies and professional advisers and, in the case of TTL, Event stakeholders, solely to the extent necessary in connection with the performance of its obligations and the exercise of its rights under this MOU and on terms which are no less onerous than those set out in this paragraph.

- 13.3 The obligations on the parties set out in this Clause will not apply to any Confidential Information:

- (a) which a party can demonstrate is in the public domain (other than as a result of a breach of Clause 13.1);
- (b) which a party is required to disclose by order of a court of competent jurisdiction or by law but then only to the extent of such required disclosure; or
- (c) to the extent that such disclosure is by TTL, any member of the TfL Group or any Event stakeholder, to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

- 13.4 Each party will keep secure all materials containing any Confidential Information in relation to the MOU and its performance.

Neither the County Council, nor the Surrey Boroughs or Districts shall disseminate (or allow the dissemination of) any information in relation to the Event, for public marketing or publicity purposes (including for the avoidance of doubt the issuance, release or publication of any press release, media or public statement, advertisement or announcement) unless the party has first provided

a written request for approval to the TTL Authorised Representative, either for the form, content, method and timing of dissemination of each proposed item of public marketing or publicity in advance of its proposed dissemination or for the media plan under which the marketing or publicity is made (to the extent that as part of that media plan the parties, acting reasonably, agree to dispense with the need for further approval of form and content). However, this shall not prevent a party, acting reasonably, from responding to media questions without TTL's prior approval, where it is not possible to secure such approval or where otherwise agreed with TTL, so long as such response does not include anything which would compromise or materially impact upon the Event.

13.5 The provisions of this Clause 13 will survive any termination of the MOU for a period of six (6) Years from termination.

13.6 TTL will ensure that the County Council and the Surrey Borough and Districts are consulted regarding any press release, media or public statement, advertisement or announcement in relation to the Challenge Ride or the Elite Men's Road Race.

14. VARIATION

Subject to Clause 8.2, this MOU may only be varied by written agreement of the parties.

15. STATUS

Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of any other party, nor authorise any of the parties to make or enter into any commitments for or on behalf of another party.

16. GOVERNING LAW AND JURISDICTION

This MOU shall be interpreted in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.

17. COUNTERPARTS

This MOU may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

Signed for and on behalf of Transport

Trading Limited by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Surrey County

Council by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Elmbridge

Borough Council by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Woking

Borough Council by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Guildford

Borough Council by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Mole Valley

District Council by:

Signature:

Name:

Position:

Date:

Signed for and on behalf of Reigate and

Banstead Borough Council by:

Signature:

Name:

Position:

Date:

SCHEDULE 1

Event Description

- 1 The Event dates will be such summer weekend in each Year as is agreed between the Delivery Partner and TTL, acting reasonably, based on such matters as the Union Cycliste Internationale's calendar for elite cycling races, the dates of other material events in London and the opinions of relevant Event Stakeholders.
- 2 The Event is to be an annual, world-class, two-day, summer cycling event known as "RideLondon", comprising:

Day 1 (Saturday)

- (a) Fun Ride: A free family fun ride on a loop (presently proposed to be approximately 8 miles), with led rides from outside central London; and
 - (b) Day One's Festival Activity: Family-friendly entertainment and bike maintenance shall be staged in Green Park or another suitable central London location to be agreed by the parties. The parties shall collaborate in good faith with respect to the various elements to be incorporated into these activities.
 - (c) Queen Elizabeth Olympic Park at the Olympic site ("**QEOP**"): Registration for the Challenge Ride (in 2013 at QEOP or such other venue as is agreed by the parties in writing). The parties shall collaborate in good faith with respect to additional festival activities in QEOP.
- Day one's route will take in London's iconic roads and landmarks. It evolves the existing Mayor of London's investment in free cycling activities to encourage more people to take up cycling. The Event will be aimed at all ages and abilities, families, those less confident and lapsed cyclists. It will promote the fun of cycling in London in a traffic-free environment.

Day 2 (Sunday)

- (a) "**Challenge Ride**": A mass-participation event for up to 35,000 participants along a route of not less than 100 miles utilising many of the same roads as the Elite Men's Road Race;
 - (b) "**Elite Men's Road Race**": world-class professional cyclists on a route that fulfils the requirements of highest level of professional road cycling participation; and
 - (c) Supporting Races: elite women's, disability and youth races: on a closed road circuit adjacent to the finish of the Challenge Ride and Elite Men's Road Race in central London.
 - (d) QEOP: the Delivery Partner will carry out at its own cost a programme of animation in the QEOP for the purpose of attracting members of the public to see the Event and enjoy the facilities of the QEOP.
- Day two's Challenge Ride and Elite Men's Road Race route will start at the new QEOP(or such other venue as is agreed by the parties in writing) and finish in iconic central London on The Mall (or such other venue as is agreed by the parties in writing). It is intended that the route will appeal to traditional and non-traditional cyclists and give them the opportunity to challenge themselves on closed roads. It will also create an accessible event that appeals to top international cyclists and amateur participants.
 - All participants would be afforded the same services i.e. closed roads, professional timing, mechanical support (both at the start and on the route), registration at QEOP (or such other venue as is agreed by the parties in writing), medal ceremonies, a major retail expo, media coverage and fundraising for numerous charities.
 - The intention is for the Event to be sanctioned by British Cycling and hold a Union Cycliste Internationale licence.

SCHEDULE 2
Roles and Responsibilities

The table below outlines the roles and responsibilities of each of the parties. Where Surrey County Council or Surrey Boroughs and Districts are required to 'assist', 'review' or 'approve' they will be required to provide sufficient officer time to complete these actions. The roles and responsibilities of the Delivery Partner are outlined for reference only.