

22nd April 2015

Hugo Moura
Marketing Manager
Nestle Waters UK Limited
Trinity Court
Church Street
Rickmansworth
Hertfordshire
WD3 1LD

Dear Hugo,

Following on from our negotiations, Transport Trading Limited ("the Authority") and Nestle Waters UK Limited ("the Sponsor") (together "the Parties") agree to the Authority's grant of the Benefits in return for the Sponsor's payment to the Authority of the Sponsorship Costs relating to the temporary station re-naming of both the Canada Water underground station and over ground station (the "Station") to Buxton Water for the Sponsorship Period (as defined below) as set out in the commercial terms below and general terms appended ("the Agreement").

Please sign and return the enclosed copy letter to indicate your agreement.

COMMERCIAL TERMS

1. Benefits means:

Changing the name of the Station to **Buxton Water** on London Underground assets as follows:

- i. 3 x totems on the surface
- ii. 17 x line diagrams throughout the Station
- iii. 26 x roundels throughout the station

Buxton Water dressing on:-

- i. Jubilee line island platform – 3 x double-sided roundels
- ii. 14 x columns across , platforms, escalators & ticket hall
- iii. Back wall dressing of ticket hall

Of the above benefits, the Authority will be responsible for costs up to a maximum of £20,000.

The Authority will not seek other sponsors and supporters for the Project or related activities. For the avoidance of doubt, the Authority shall be precluded from promoting, in relation to the Project, any other product or service similar to or in competition with that of the Sponsor during the Sponsorship Period. The installation and other activities relating to the Benefits will be undertaken by staff of the Authority.

The Sampling rights of the Sponsor during Sponsorship Period are:-

- i. Right to distribute 15,360 bottles of Buxton Water
- ii. Right to distribute 200 x water clap banners
- iii. A six-member sampling team wearing Sponsor branded uniforms
- iv. 10 x dump bins distributed throughout the un-paid side of the ticket hall. The dump bins and sampling team must not impede passenger flow and TFL has advised Sponsor of the parameters and spacing where the dump bins are to be located so as to avoid any passenger impediment..

Operational Assets Messaging:-

- i. 8 x LED Screens throughout the Station with a message for Station customers explaining the name change and activity.
- ii. Jubilee line dot matrix indicators – A promotional message to go out on 26th April 2015 from 7.30am to 4.30pm. Content to be agreed between parties no later than Monday, 20th April 2015.

Media Services:-

- i. Press event – Held in Canada Water at 8.30am on Thursday, 23rd April 2015 with invited media. Photo opportunity with dressed and name changed roundel (Appendix B). Nestle Waters representative, Nestle Waters hydration expert, Pat Hansberry, Interim Operations Director, Jubilee, Northern & Piccadilly lines and Marathon Ambassador.
- ii. Press release – joint branded, mentions for Sponsor and a quote from a Nestle Waters representative. Press release available for approval by Wednesday, 15th April 2015.
- iii. The Authority to give Nestle Waters a week's approval time for the press release at ii.
- iv. Support on official TfL Facebook page and @TfL on Twitter, @Jubileeline handle to provide some support (tbc). A news story on the TfL website (tbc) A news story in the Metro (tbc). Content to be approved in advance by Nestle.

Delivery Logistics:

- i. Set down for delivery of stock needs to be between opposite Bus Stop C close to the exit to the Canada Water Bus Station. SE16 7AR.
- ii. Stock should be delivered to a pre agreed delivery point near the Station on Saturday, 25th April after 10.30pm.
- iii. Delivery staff employed by a 3rd party retained by Nestle Water will have a pallet pump and a ramp and will transport the delivery of pallets to the allocated storage position. The Authority will provide Nestle delivery personnel with access.
- iv. Pallet dimensions – weight limit 1275kg, depth 106cm x height 204cm x width 100cm.
- v. Nestle Waters must arrange for all packaging and pallets generated by the sponsorship to be removed by 10pm on Sunday, 26th April 2015.
- vi. Transport Trading will employ at their cost two cleaners to clean the ticket hall and area around the station/bus station.

2. **Sponsor Logo** means the following:



3. **Authority Logo(s)** means the following:

Canada Water

4. **Sponsorship Costs** means **£110,000 (+vat)** payable by the Sponsor on receipt of an invoice from the Authority. The invoice should be paid no later than 60 days from the receipt by the Sponsor of the invoice.
5. **Sponsorship Period** means the period commencing at 10.30pm on Saturday, 25th April until 10.30pm on Sunday, 26th April 2015.
6. **Project** means the temporary re-naming of both the underground and over ground Canada Water stations to Buxton Water for the Sponsorship Period.
7. Without limiting its obligations and responsibilities under this Agreement the Sponsor shall, and shall ensure that any third parties engaged by the Sponsor in relation to the Project have in effect insurances as required by and to the satisfaction of the Authority and shall produce to the Authority the policy or policies of insurance so effected or evidence of such policy or policies of insurance and the Sponsor shall also produce to the Authority as and when required by him the current premium renewal receipts relative to the policy or policies of insurance aforesaid.

**SIGNED FOR AND BEHALF OF THE
PARTIES**

Graeme Craig
Director of Commercial Development

.....
Duly authorised signatory
for the Authority

.....
Duly authorised signatory
for the Sponsor

APPENDIX 1- GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other material obligation on or before the Sponsorship period in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
4. The Authority shall acknowledge the Sponsor's participation in the Project by incorporating the Sponsor's Logo on the literature, programmes, advertisements and posters if and to the extent as set out in the Commercial Terms.
5. The Authority may terminate this Agreement at any time up to 72 hours before the Sponsorship Event if: (a) the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) the Sponsor demonstrates or declares, whether by words or its actions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (c) circumstances arise from which there is a material risk of reputational damage to the Authority by reason of the conduct of, or significant adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, and in such circumstances the Authority shall be entitled to retain fees already paid provided always that upon the application of paragraph 5(c), the Sponsor's liability for costs arising or falling due subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines that for commercial reasons it no longer wishes to be associated with the Project; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or a the presentation of a petition for its winding-up or bankruptcy.
7. Either Party may give notice to terminate this Agreement in the event that the other: (a) material breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
8. The Authority accepts no responsibility for any change to the Project for any reason beyond the Authority's reasonable control, including without limitation,

act of God, fire, national or local disaster. If the Project has to be cancelled as result of such an event then the Sponsor is not liable for the Sponsorship Costs.

9. The Sponsor shall indemnify the Authority in respect of all claims, damages, costs (including (without limitation) legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of death, personal injury or damage to property resulting from any, negligence, or breach of statutory or other duty by the Sponsor or any person acting on its behalf and with its authority.
10. The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in relation to the Project. Such licence shall terminate upon expiry of the Sponsorship Period or earlier termination provided always that the Sponsor acknowledges and agrees that:
 - (a) following expiry or earlier termination by the Authority, the Authority shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Project, general historical reporting of the Project and for archive purposes; and
 - (b) following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than two (2) calendar months.
11. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services such that it causes damage to its brands or trade or service marks or is likely to materially damage or impair the high standing or reputation of that Party. Subject to Clause 10, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
12. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by Authority as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
13. The Sponsor undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Authority any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor. The Sponsor recognises that the Authority has an obligation to be transparent in its dealings with commercial entities. Therefore, the Sponsor gives its consent for the Authority to publish the fact of this Agreement and ancillary information/documentation under its transparency obligations but will not issue an explicit press release setting out the Sponsorship Costs or use in other media publicity.

14. The Sponsor shall not, and shall procure that it shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
15. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post addressed to the recipient at its registered office or any other address notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.
16. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.
17. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
18. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
19. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
20. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
21. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
22. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

Appendix A – Production Schedule

Artwork design begins	w/c 7 th April 2015
Design approved & in production	w/c 13 th April 2015
Photo opportunity & press event	Thursday, 23 rd April 2015
Install	Saturday, 25 th April after station close
De-rig	Sunday, 26 th April after station close

Appendix B – Artwork

Line Diagram 215 x 40mm

Buxton Water

Line Diagram 275 x 54mm

Buxton Water

Roundel Oversticker 1167 x 165mm

BUXTON WATER

Totem Oversticker 1320 x 600mm

**Buxton
Water**



5 Panel Elevation



8 Panel Elevation



Roundel Elevation (Chair on Right)



Roundel Elevation (Chair on Left)



A



B



C



D

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