

TfL CONTRACT 07/06/2023

Sponsorship Agreement for the Oyster Card Readers on the London Underground Network

Transport Trading Limited

and

Google Ireland Limited



## CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. SPONSORSHIP PERIOD	8
3. REPRESENTATIVES AND CONTRACT MANAGEMENT	9
4. SPONSORSHIP RIGHTS	9
5. EXCLUSIVITY	11
6. OBLIGATIONS OF TTL	11
7. OBLIGATIONS OF THE SPONSOR	11
8. PAYMENT	12
9. INTELLECTUAL PROPERTY	12
10. WARRANTIES	13
11. INDEMNITIES AND LIABILITY	14
12. TERMINATION	15
13. CONSEQUENCES OF TERMINATION	16
14. CONFIDENTIALITY AND RESTRICTIONS ON PUBLICATIONS	16
15. FREEDOM OF INFORMATION AND DATA TRANSPARENCY	17
16. DISPUTE RESOLUTION	18
17. GENERAL	19
SCHEDULE 1 SPONSORSHIP RIGHTS	24
SCHEDULE 2 PAYMENT SCHEDULE	26
SCHEDULE 3 CONTRACT MANAGEMENT	27
APPENDIX A – YELLOW OYSTER READER	28
APPENDIX B – CONTACTLESS PAYMENT PROMOTION DESIGN GUIDELINES	42
APPENDIX C – LOCK UP LOGO	47

**THIS CONTRACT** is made this [ 6 ] day of June 2023

### **BETWEEN:**

- (1) **TRANSPORT TRADING LIMITED** (Company Number: 03914810) with its registered office at 5 Endeavour Square, London E20 1JN ("**TTL**"); and
- (2) **GOOGLE IRELAND LIMITED**, a company incorporated in Ireland, with its registered office at Gordon House, Barrow Street, Dublin 4, Ireland (the "**Sponsor**").

### **BACKGROUND**

- (A) Transport for London ("**TfL**"), a statutory corporation created under the Greater London Authority Act 1999 and the ultimate parent company of TTL, is



responsible for managing transport services across London and for implementing the Mayor of London's transport strategy for London. As part of its duties, TfL operates a payment system across all modes of transport in conjunction with a third party operator ("**London Transport Payment Systems**").

- (B) TfL (through its wholly owned subsidiary TTL) has the exclusive right to grant sponsorship rights in respect of the Oyster Card Readers across the London Underground Network (as defined below).
- (C) The Sponsor wishes to acquire the rights to brand the Oyster Card Readers across the London Underground Network.
- (D) Following a competitive process, the Sponsor was awarded the rights described in (C) and to receive the sponsorship rights relating to the Oyster Card Readers set out in an agreement entered into in/around December 2019 ("the **Sponsorship Agreement**").
- (E) This contract was extended in accordance with clause 4.4 of the Sponsorship agreement in March 2023.
- (F) This Contract is a twelve (12) month extension to the Sponsorship Agreement in accordance with clause 4.4 of the Sponsorship Agreement (also clause 4.4 of this Contract).

**NOW IT IS HEREBY AGREED** as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Contract, the following expressions shall have the meaning set out against them, unless the context requires otherwise:

**"Advertising Regulation"** means any present or future applicable code of practice, adjudication, decision, guideline, direction or rule of any Advertising Regulator and includes any applicable modification, extension or replacement thereof in force from time to time;

**"Advertising Regulator"** means any regulator or statutory, regulatory or self-regulatory body in any relevant territory (e.g., in the UK, Advertising Regulators include the Office of Communications ("**Ofcom**"), the Broadcast Committee of Advertising Practice ("**BCAP**"), the Committee of Advertising Practice ("**CAP**"), the Advertising Standards Authority ("**ASA**") and local authority Trading Standards offices);

**"Applicable Laws"** means all applicable laws, legislation, regulations (including Advertising Regulation), statutes, statutory instruments, rules,

edicts, by-laws or directions, adjudications, decisions or guidance from government or governmental agencies (including Advertising Regulators and including any rules, regulations, guidelines or other requirements of relevant regulatory authorities) which have the force of law together with any applicable industry or self-regulatory codes of practice published by any industry bodies in effect from time to time;

**"Approval Materials"** means the materials which the Sponsor is required to submit to TTL for approval under any term of this Contract or the materials which TTL is required to submit to the Sponsor for approval under any term of this Contract, as applicable;

**"Archive Use"** means use of a factually accurate, historical reference to the Sponsor's role under this Contract which does not imply a current association or endorsement;

**"Business Day"** means a day (excluding Saturdays, Sundays and bank holidays) when banks are generally open for business in the City of London;

**"Composite Logo"** means a logo used for the purposes of this Contract, and agreed between the parties, which merges the TfL Logo and the Sponsor Logo as outlined in Appendix C ;

**"Confidential Information"** means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part), including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, which information is, in all cases, disclosed by one party to the other in connection with this Contract (whether orally or in writing and whether before or after the date of this Contract) and is at the time of the disclosure marked "confidential" or expressed by the party disclosing such information to be confidential or ought reasonably to be regarded as confidential by the party receiving such information;

**"Optional Contactless Payment Activation Rebranding Payment"** means the costs that will be incurred by the Sponsor only if they decide to rebrand the Contactless Payment Promotion branding.

**"Contract"** means this contract, with the schedules, as may be amended from time to time in accordance with its terms, and such other documents (or parts of documents) as are referred to in it;

**"Contract Information"** means this Contract in its entirety (including from time to time agreed changes to this Contract);

**"Control"** means:

- (a) the legal and beneficial ownership of more than fifty per cent (50%) of the share capital of a party or share capital having the right to cast more



than fifty per cent (50%) of the votes capable of being cast in general meetings of such party; or

- (b) the right to determine the composition of a majority of the board of directors (or like body) of a party; or
- (c) "control" (as defined in section 840 of the Income and Corporation Taxes Act 1988) of a party;

**"Default Rate"** means the Bank of England base rate plus two per cent. (2%);

**"Dispute"** means a dispute or difference of whatsoever nature between TTL and the Sponsor in relation to the operation or interpretation of, or otherwise in connection with or arising out of, this Contract;

**"Effective Date"** means the date of signature of this Contract;

**"Elizabeth Line Gateline"** means a gateline providing access to the Elizabeth Line, but not to other London Underground Line(s).

**"Force Majeure Event"** means any event or circumstance arising from natural causes, human agency or otherwise which is beyond the reasonable control of the parties and which could not have been reasonably foreseen and prevented by the parties and which affects the performance by both or either of the parties of their or its obligations under this Contract including any act of God, war, act of terrorism, explosion, fire, flood, hurricane, strike, lock out or industrial dispute (including, for the avoidance of doubt, a strike, lock out or industrial dispute of either party's employees, agents or sub-contractors);

**"Insolvency Event"** means any of the following (or any procedures or proceedings which are analogous to them whether in the Territory or any other jurisdiction):

- (a) a body is, or is deemed for the purposes of any law to be, either insolvent or unable to pay its debts as they fall due;
- (b) a liquidator is appointed to a body or a body enters liquidation (voluntary or otherwise) or requests the appointment of a liquidator to it;
- (c) a court order is made or a resolution passed for the winding up of a body (other than a winding up whilst solvent for the purpose of amalgamation or reconstruction);
- (d) an administration order is made or an administrator is appointed in respect of a body or a material part of the assets;
- (e) any receiver or manager in respect of a body is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or

- (f) a voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or Companies Act 2006 in respect of a body;

**"Intellectual Property Rights"** means all rights in or in relation to any and all patents, utility models, trade and service marks, designs, get-up, trade, business or domain names, copyright, topography rights, inventions, knowhow and trade secrets, databases, and all other intellectual property rights of a similar or corresponding character, which may now or in the future subsist in any part of the world, in each case whether registered or not and including any applications to register or rights to apply for registration of any of the foregoing and any rights to receive any remuneration in respect of such rights;

**"Launch Date"** means the date or dates that are mutually agreed by the parties, during the Term of this Contract, for the launch of certain rights and obligations outlined in Schedule 1.

**"Oyster Card Readers"** means the contactless payment card readers used by TfL customers to pay for services across the TfL transport network.

**"Prohibited Act"** means:

- (a) offering, giving or agreeing to give to any servant, agent, contractor or representative of a Public Sector Body any gift or consideration of any kind as an inducement or reward:
- (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with a Public Sector Body; or
  - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with a Public Sector Body;
- (b) entering into this Contract or any contract with a Public Sector Body in connection with which commission has been paid or has been agreed to be paid by the Sponsor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to TTL;
- (c) committing any offence:
- (i) under the Prevention of Corruption Acts 1889-1916;
  - (ii) under the Bribery Act 2010;
  - (iii) under any laws created in respect of fraudulent acts; or

- (iv) at common law in respect of fraudulent acts in relation to this Contract or any other contract with a Public Sector Body; or
- (d) defrauding or attempting to defraud or conspiring to defraud a Public Sector Body;

**"Public Sector Body"** means all Ministers of the Crown, government departments, crown agencies and authorities, local authorities or similar public sector bodies and any body corporate owned or controlled by any of them (including for the avoidance of doubt TTL and TfL);

**"Qualifying Change of Control"** means a change of Control in favour of a person or company which is an Unsuitable Person;

**"Representative"** means the TTL Representative and/or the Sponsor Representative, as applicable;

**"Retail Oyster Card Readers"** means Oyster Card Readers which are used by customers at kiosks or ticket machines to top-up Oyster Cards and/or purchase tickets for travel on TfL services, but not for travel or access to the London Underground Network via gatelines.

**"Roundel"** means TfL's distinctive roundel shape mark set out in Part 3 of Schedule 2 (being the subject of United Kingdom trade mark registration No. 1321443 and Community Trade Mark registration No. 299206);

**"Scheme Operator"** means the service provider engaged by a member of the TfL Group to develop, implement and maintain the Sponsor Logo presence on the Oyster Card Readers, which at the date of this Contract is Cubic Transportation Systems Ltd AFC House, Honeycock Lane, Salfords, Redhill, RH1 5LA;

**"Sponsor Logo"** means artwork, comprising the Sponsor Brand and the Sponsor's colours (and, solely to the extent expressly provided for in Schedule 1, which is provided to TTL by the Sponsor for use in the activation of the Sponsorship Rights);

**"Sponsor Brand"** means the Google Pay brand;

**"Sponsor Default"** means any of the events set out in clause 12.1;

**"Sponsor Intellectual Property"** means any Intellectual Property Rights owned by the Sponsor or licensed by the Sponsor from a third party other than a member of the TfL Group, including the Sponsor Marks;

**"Sponsor Payments"** has the meaning given to it in clause 8;

**"Sponsor Representative"** means the representative appointed by the Sponsor in accordance with clause 3;

**"Sponsorship Rights"** means rights granted pursuant to this Contract as particularly described in Schedule 1;

**"Start Date"** means the start of the twelve-month sponsorship term, on the 10<sup>th</sup> July 2023;

**"Term"** means the period described in clause 2.1 (subject to earlier termination in accordance with the provisions of this Contract);

**"Territory"** means the United Kingdom of Great Britain and Northern Ireland;

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

**"TTL Guidelines"** means:

- (a) the TfL advertising policy, the current version of which is available at <https://content.tfl.gov.uk/tfl-advertising-policy-250219.pdf>; and
- (b) the TfL design standards, the current version of which is available at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards>

as the same may be amended by TTL or TfL from time to time by (for the purposes of this Contract) TTL notifying the Sponsor reasonably in advance of such amendment and provided that such amendments do not materially interfere with the Sponsor's ability to exercise or exploit the Sponsorship Rights;

**"TTL Intellectual Property"** means any Intellectual Property Rights owned by a member of the TfL Group or licensed by a member of the TfL Group from a third party other than the Sponsor, including the TTL Marks and the Composite Logo (excluding any element of the Composite Logo comprising a Sponsor Mark);

**"TTL Marks"** means the Roundel and such other marks of TTL or a member of the TfL Group as are set out in Part 3 of Schedule 2;

**"TTL Representative"** means the representative appointed by TTL in accordance with clause 3;

**"Transparency Commitment"** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL and TTL are committed to publishing their contracts, tender documents and data from invoices received.

**"Unsuitable Person"** means any person or company owned or controlled by a person or company who TTL considers (in its absolute discretion):





- (a) may have an adverse effect upon the public perception of the Oyster Card Readers;
- (b) is not suitable to be associated with the provision of public sector infrastructure;
- (c) does not adhere to TTL Guidelines;
- (d) is effectively controlled from a country which is, or who is otherwise, the subject of economic or security sanctions imposed by the United Kingdom (including sanctions which take the form of the prevention of the supply of goods or services to the country or restrictions on the freedom of movement of diplomats and/or consular personnel of the country) whether the sanctions are in full force or suspended;

**"Year"** means a period of twelve (12) calendar months.

## 1.2 Interpretation

In this Contract (including the recitals, schedules and appendices), except where expressly stated to the contrary or the context otherwise requires:

- (b) a reference to:
  - (i) a "clause", or "schedule" is to a clause of or schedule to this Contract;
  - (ii) a "paragraph" in a schedule is to a paragraph in that schedule; and
  - (iii) an "appendix" means an appendix to a schedule;
- (c) the headings to clauses and schedules are for convenience only and shall not affect the interpretation of this Contract;
- (d) reference to a statutory provision shall include a reference to:
  - (i) the statutory provision as modified or re-enacted or consolidated from time to time whether before or after the date of this Contract; and
  - (ii) any subordinate legislation made under the statutory provision whether before or after the date of this Contract;
- (e) reference to a "person" or "persons" includes bodies corporate, statutory bodies, unincorporated associations and partnerships and that person's or those persons' legal personal representatives, successors and permitted assigns;
- (f) a "party" means a party to this Contract and shall include its assignees and successors in title if and to the extent permitted in accordance with

this Contract (and a reference to "parties" shall be construed accordingly);

- (g) reference to this Contract or any other agreement or document includes permitted variations, amendments, replacements, novations or supplements to this Contract (including the schedules) and as the case may be, such other agreement or document;
- (h) words importing the singular number only shall include the plural number and vice versa;
- (i) words importing one gender shall include any other gender;
- (j) the words "include" and "including" are to be construed as meaning "including, without limitation"; and
- (k) references to this Contract include the recitals, schedules and appendices hereto.

## 2. SPONSORSHIP PERIOD

### 2.1 Term

This Contract (and, unless expressly stated otherwise, the rights and obligations of the parties contained in this Contract) shall take effect on the Start Date and, unless terminated earlier in accordance with its terms, shall continue until the expiry of the period of 12 months and 2 weeks, at which point it shall terminate.

### 2.2 Suspension of the Sponsorship Period

The parties agree that the period for which the Sponsorship Rights are granted will pause (and will be extended by the duration of any such pause) (the **Suspension Period**) if, at any point during the Term, either:

- (a) the Government of the United Kingdom begins to dissuade members of the public from using public transport; or
- (b) ridership figures on the London Underground Network fall to equal to or less than 30% of the ridership figures for the equivalent fortnight in 2019.

Any Suspension Period under this clause 2.2 will continue until (A) the Government of the United Kingdom is encouraging members of the public to resume use of public transport; and (B) ridership figures on the London Underground Network rise to greater than 30% of the ridership figures for the equivalent week in 2019 for two (2) consecutive weeks.

- 2.3 For clarity, the exact dates of any Suspension Period should be discussed and agreed between the parties promptly, in good faith. The final decision as

to the dates on which a Suspension Period starts and ends will be made by TTL and set out in a written notice to the Sponsor (the **Suspension Notice**). Notice under this clause 2.3 may be given by TTL retrospectively, at any time during the Term.

- 2.4 Clause 2.2 does not prevent the parties from pausing or restarting a Suspension Period by agreement (in writing) during the Term, for any other circumstance(s) unforeseen at the Start Date and beyond the parties' control, and/or for which a Suspension Period would be reasonable.

### 3. **REPRESENTATIVES AND CONTRACT MANAGEMENT**

- 3.1 Each of TTL and the Sponsor shall appoint a Representative with full authority to act on its behalf to perform its functions and to liaise with the other party under this Contract. Each such Representative may from time to time be replaced (or an alternate appointed) with at least one week's written notification to the other party.
- 3.2 The parties and the Representatives referred to in clause 3.1 shall comply with Schedule 3 in respect of the management of this Contract and the submission of matters for approval under this Contract.

### 4. **SPONSORSHIP RIGHTS**

#### 4.1 **GRANT OF SPONSORSHIP RIGHTS**

- (a) On the terms and subject to the conditions of this Contract, TTL grants to the Sponsor the Sponsorship Rights as from the dates specified in Schedule 1 or, if no such date is specified, as from the Start Date, subject to any restrictions or conditions set out in this Contract.
- (b) For the avoidance of doubt, the Sponsor acknowledges and agrees that TTL may activate the Sponsorship Rights prior to the Launch Date (as part of the preparation for the Launch Date) in accordance with the Launch Plan.
- (c) In the event that the Sponsor Brand is renewed or refreshed, the Sponsor shall be entitled to propose changes to the Sponsor Logo. TTL shall not unreasonably withhold or delay its consent to such changes so long as such changes are at no cost to TTL or any member of the TfL Group and have no material impact on the operation of the Oyster Card Readers.

#### 4.2 **Reservation of Rights Not Granted**

All rights and opportunities not expressly granted or provided to the Sponsor under this Contract are reserved by TTL and may be exploited by TTL in its absolute discretion, subject to clause 5.

#### 4.3 Limitations on Grant of Rights

- (a) The Sponsor acknowledges and agrees that, unless expressly stated otherwise in this Contract, nothing shall operate to constrain or restrict TfL or TTL's discretion as a public transport provider or the ability of either of them to make operational decisions in respect of the London Transport Payment Systems.
- (b) The terms and conditions of this Contract and all licences and rights granted under or in connection with this Contract shall be subject to the requirements of any Applicable Laws. In the event that TTL cannot deliver any Sponsorship Rights as a result of any Applicable Laws, or due to TTL's operational decisions in respect of the London Transport Payment Systems, TTL shall, within thirty (30) days of its failure to deliver the original Sponsorship Rights, propose suitable alternative rights to the Sponsorship Rights which it is unable to deliver (the "**Alternative Rights**") and the parties:
  - (i) shall use reasonable endeavours to agree such Alternative Rights and incorporate them into this Contract as part of the Sponsorship Rights, as a variation in accordance with clause 17.4(c); and
  - (ii) agree that the Term of this Contract will be increased to account for any period during which the Sponsor was unable to benefit from the Sponsorship Rights.
- (c) In the event TTL is unable to propose Alternative Rights, TTL must immediately notify the Sponsor that this is the case, and this Contract shall terminate immediately upon TTL's notice.
- (d) In the event of termination in accordance with clause 4.3(c) because of (i) operational decisions in respect of the London Transport Payment Systems, or (ii) Applicable Laws which prevent TTL from granting the Sponsorship Rights, the Sponsor shall not be required to make any further Sponsor Payments, and if such payments have been made for the full Term, TTL shall repay the Sponsor the pro-rated amount of the Sponsor Payment for the period in which the Sponsorship Rights were not delivered by TTL during the Term.

#### 4.4 Right of First Refusal

- (a) In the event TTL wishes to grant the Sponsorship Rights to a new sponsor at the end of the Contract Term, the Sponsor will have the first opportunity to acquire the Sponsorship Rights for an additional minimum 12-month period (the "**Additional Term**") from the end of the Contract Term. The Sponsor will notify TTL at any time no later than eight months after the Start Date if it wishes to exercise its right to acquire such Sponsorship Rights for the Additional Term.

- (b) The ninety day period immediately following Sponsor's notice will be the "**Negotiation Period**". During the Negotiation Period, the parties will negotiate the terms on which TTL shall grant the Sponsorship Rights to the Sponsor for the Additional Term in good faith, including negotiating the length of the Additional Term.
- (c) If the parties do not agree the terms on which the Sponsor shall acquire the Sponsorship Rights within the Negotiation Period (or within a shorter period, if the Sponsor notifies TTL of its intention not to acquire such rights on an earlier date), TTL will be free to seek other partner brands to acquire those rights

## 5. **EXCLUSIVITY**

- 5.1 TTL shall not and shall procure that the TfL Group shall not grant any Sponsorship Rights in respect of the Oyster Card Readers on any TfL operated transport mode during the Term, other than as described in this Contract.

## 6. **OBLIGATIONS OF TTL**

- (a) TTL or the relevant member of the TfL Group shall procure that the Scheme Operator will:
  - (i) Produce the Oyster Card Reader Labels for all Oyster Card Readers across the London Underground Network (except the Elizabeth Line Gatelines), as detailed in Schedule 1, for the Launch Date for extension onto Elizabeth Line readers. As outlined in Schedule 1
  - (ii) Remove the existing Oyster Card Reader Labels.
  - (iii) Replace the existing Oyster Card Reader Labels with the Updated Oyster Card Reader Labels for the relevant Launch Date.
  - (iv) Remove the Sponsor's Oyster Card Reader Labels at the end of the Term.
  - (v) Maintain the Sponsor's Oyster Card Reader Labels to a reasonable standard, subject to the normal wear and tear, in line with the current usage and in accordance with the TTL standards and any Applicable Laws.
- (b) TTL will handle any complaints, questions or uncertainties regarding the revised appearance of the Oyster Card Readers, including taking any pre-emptive steps which may be agreed between the parties as part of the Launch Plan.

- (c) TTL will be liable for all obligations and all acts or omissions of the Scheme Provider, and any other subcontracted obligations and subcontractors' acts or omissions.

## 7. OBLIGATIONS OF THE SPONSOR

### 7.1 Implementation Obligations

The Sponsor shall:

- (a) produce and provide to TTL, at its own cost, all designs and artwork necessary for the Sponsorship Rights within such print deadlines as are reasonably specified by TTL to enable the delivery of the Sponsorship Rights in accordance with this Contract;
- (b) be responsible for all costs for additional obligations of implementing the Sponsorship Rights, other than those obligations set out in this Contract.

## 8. PAYMENT

### 8.1 Sponsor Payments

The Sponsor shall pay the amounts set out in Schedule 2 (the "**Sponsor Payments**") into an account notified by TTL in the sums and on the dates set out in Schedule 2.

### 8.2 Invoicing

TTL shall provide the Sponsor with valid VAT invoices for the Sponsor Payments.

### 8.3 VAT

All references to payments made under this Contract are references to such payments exclusive of VAT, which shall be payable by the Sponsor in addition, at the same time as the payment to which such VAT relates and on provision of a valid VAT invoice to the Sponsor.

### 8.4 Late Payments

- (a) Any amount that is properly due from either party to the other pursuant to this Contract which remains unpaid after the date when payment becomes due shall bear interest at the Default Rate, such interest to accrue from day to day from and including the date when payment was due up to and excluding the date of actual payment.

- (b) Interest shall accrue in respect of amounts determined to be payable by a decision of the Dispute Resolution Procedure from the due date of the original underpayment or overpayment as the case may be.

## 9. **INTELLECTUAL PROPERTY**

- 9.1 The Sponsor hereby grants to TTL a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in connection with this Contract. Such licence shall terminate upon expiry or earlier termination provided always that the Sponsor acknowledges and agrees that: (a) following expiry or earlier termination by TTL, TTL shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Sponsorship Rights, general historical reporting of the Sponsorship Rights and for archive purposes; and (b) following any earlier termination by the Sponsor, TTL shall be entitled to a reasonable period within which to remove the Sponsor Logo from any materials related to the Sponsorship Rights, such period to be no less than two (2) calendar months.
- 9.2 Neither party shall do anything to impair the rights of the other party in their 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 Contract. All rights in and to the Oyster Card Readers, TTL's name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain TTL's ownership, 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, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that party. Subject to Clause 13, in the event of termination, all rights of one party to use the other party's trademarks or other intellectual property ends immediately.

## 10. **WARRANTIES**

### 10.1 **Sponsor's Warranties**

The Sponsor represents and warrants to TTL that:

- (a) the Sponsor is duly incorporated and validly existing under the laws of its place of incorporation;
- (b) this Contract has been validly entered into by the Sponsor and creates legally binding obligations upon the Sponsor;
- (c) no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into, exercise of any of its rights under

and/or performance or enforcement of or compliance with any of its obligations under this Contract;

- (d) as at the date hereof neither the signing and delivery of this Contract nor the performance of any of the transactions contemplated in this Contract will:
  - (i) contravene or constitute a default under any provision contained in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected; or
  - (ii) cause any limitation on the Sponsor or the powers of its directors, whether imposed by or contained in any document which contains or established its constitution or in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected to be exceeded; and
- (e) in entering into this Contract, it has not committed any Prohibited Act or fraudulent activity.

## 10.2 **TTL's Reliance**

The Sponsor acknowledges that TTL has entered into this Contract in full reliance on the representations and warranties of the Sponsor set out in clause 10.1.

## 10.3 **TTL's Warranties**

TTL represents and warrants to the Sponsor that:

- (a) TTL is duly incorporated and validly existing with limited liability under the laws of England; and
- (b) this Contract has been validly entered into by TTL and creates legally binding obligations upon TTL.

## 10.4 **Sponsor's Reliance**

TTL acknowledges that the Sponsor has entered into this Contract in full reliance on the representations and warranties of TTL set out in clause 10.3.

## 11. **INDEMNITIES AND LIABILITY**

- 11.1 The Sponsor shall indemnify and hold harmless TTL against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by TTL as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's Logo or marks or any content (such as text, graphics or



photography) supplied by the Sponsor infringes the intellectual property rights of a third party.

- 11.2 TTL shall indemnify and hold harmless the Sponsor and the Sponsor's affiliates against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by the Sponsor or a Sponsor's affiliate as a result of a claim or allegation arising out of or in connection with:
- (a) a third party's use of the Oyster Card Readers; and
  - (b) TTL's or its affiliates' Intellectual Property Rights infringing a third party's Intellectual Property Rights.
- 11.3 Each Party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total amount paid and/or payable by the Sponsor under this Contract.
- 11.4 To the maximum extent permitted by applicable law, subject to clause 11.5, no party will have any liability arising out of or relating to this agreement for:
- (a) the other party's lost revenue(s);
  - (b) indirect, special, incidental or consequential losses (whether or not foreseeable or contemplated by the parties at the Effective Date); or
  - (c) exemplary or punitive damages.
- 11.5 Nothing in the Contract shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) infringement of the other party's Intellectual Property Rights;
  - (d) breaches of clause 14; or
  - (e) any other liability which cannot be excluded by law.

## 12. **TERMINATION**

### 12.1 **Sponsor Default**

Each of the following shall constitute a Sponsor Default:

- (a) the occurrence of an Insolvency Event in relation to the Sponsor;

- (b) failure by the Sponsor to pay any amount which:
  - (i) is not the subject of a Dispute;
  - (ii) is due and payable to TTL; and
  - (iii) remains unpaid thirty (30) Business Days after service of a formal written demand by TTL;
- (c) a material or persistent breach of the Sponsor's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;
- (d) the Sponsor ceases or threatens to cease to trade;
- (e) a Qualifying Change of Control;
- (f) the Sponsor, an employee, sub-contractor or agent has committed any Prohibited Act or fraudulent activity.

12.2 If a Sponsor Default occurs, TTL may terminate this Contract immediately by written notice to the Sponsor.

### 12.3 **TTL Default**

Each of the following shall constitute a TTL Default:

- (a) the occurrence of an Insolvency Event in relation to TTL;
- (b) failure by TTL to pay any amount which:
  - (i) is not the subject of a Dispute;
  - (ii) is due and payable by TTL under this Contract; and
  - (iii) remains unpaid thirty (30) Business Days after service of a formal written demand by the Sponsor.
- (c) a material or persistent breach of TTL's obligations under this Contract which, if capable of remedy, is not rectified within thirty (30) days of notice to rectify such breach;
- (d) TTL, an employee, sub-contractor or agent has committed any Prohibited Act or fraudulent activity.

12.4 If a TTL Default occurs, Sponsor may terminate this Contract immediately by written notice to TTL.

### 13. **CONSEQUENCES OF TERMINATION**

- 13.1 On the termination of this Contract, all rights and licences granted under this Contract shall terminate unless expressly stated otherwise elsewhere in this Contract.
- 13.2 The run-off arrangements for the use of the Sponsor Logo on the Oyster Card Readers are:
- (a) if TTL terminates this Contract for Sponsor Default, then TTL shall remove (or cover) the Sponsor Logo from the Oyster Card Readers within six (6) weeks of termination (or sooner in the discretion of TTL) at the Sponsor's cost;
  - (b) if this Contract expires or is terminated for any reason other than Sponsor Default, then TTL shall remove (or cover) the Sponsor Logo within (6) weeks of termination at its own cost.

### 14. **CONFIDENTIALITY AND RESTRICTIONS ON PUBLICATIONS**

- 14.1 The Parties undertake to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the other party any Confidential Information disclosed by either party to the other.
- 14.2 The Sponsor gives its consent for TTL to publish this Contract and ancillary information/documentation.
- 14.3 The obligations and restrictions contained in Clause 14.1 do not apply to Confidential Information which the party can show:
- (a) was already lawfully known to the party prior to the supply or disclosure of the information;
  - (b) was disclosed to the party by a third party who by such disclosure did not breach any obligation of confidentiality (whether contractual or otherwise);
  - (c) was independently developed by the party (with no reference to any information disclosed to it by the party, whether before or after the date of this Contract); or
  - (d) is in, or comes into, the public domain, except as a result of a breach by either party of any other obligation of confidentiality (whether contractual or otherwise) to the other party.
- 14.4 Neither party may disclose Confidential Information. Neither party shall by itself, its employees, sub-contractors or agents communicate with representatives of the press, television, radio or other communications media of whatever format on any matter concerning the Sponsorship Rights without

(subject to clause 15) the prior written approval of the other party, which shall not be unreasonably withheld or delayed.

## 15. FREEDOM OF INFORMATION AND DATA TRANSPARENCY

15.1 For the purposes of this Contract:

**"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them, and any guidance issued by the Information Commissioner, the Ministry of Justice, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

**"Information"** means information recorded in any form held by TTL or by the Sponsor on behalf of TfL or TTL; and

**"Information Request"** means a request for any Information under the FOI Legislation.

15.2 The Sponsor acknowledges that TfL:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the TfL Group (of which TTL is a member) to enable TfL to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Sponsor (but that where no such legal obligation exists it shall notify the Sponsor promptly in advance in writing of such proposed disclosure and take into account the Sponsor's reasonable representations regarding whether or not such proposed disclosure is acceptable).

15.3 Without prejudice to the generality of clause 15.2, the Sponsor shall and shall procure that its sub-contractors (if any) shall:

- (a) transfer to TTL (or such other person as may be notified by TTL to the Sponsor) each Information Request relevant to the Sponsor, TTL or TfL it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and
- (b) in relation to Information held by the Sponsor on behalf of TTL, provide TTL with details about and/or copies of all such Information that TTL requests and such details and/or copies shall be provided within five (5) Business Days of a request from TTL (or such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify.

- 15.4 TTL shall be responsible (taking into account the Sponsor's reasonable representations where able to do so, without breaching any Applicable Requirement) for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. However, the Sponsor may, in providing information, preemptively mark information that in the Sponsor's reasonable view would be exempt from any request, and TTL shall have due regard to such markings in making any determination.
- 15.5 The Sponsor acknowledges that TTL is subject to the Transparency Commitment. Accordingly, notwithstanding clause 14 (Confidentiality and Restrictions on Publications) and this clause 15 (Freedom of Information and Data Transparency), the Sponsor hereby gives its consent for TfL to publish the Contract Information to the general public.

## 16. **DISPUTE RESOLUTION**

Any Dispute will be resolved in accordance with the following procedure ("**Dispute Resolution Procedure**").

- (a) Either party may call a management meeting of the parties by service of not less than ten (10) Business Days' written notice and each party agrees to procure that an authorised representative of that party shall attend all such meetings called in accordance with this clause 16.
- (b) Those attending the relevant meeting shall use reasonable endeavours to resolve Disputes arising out of this Contract. If the meeting fails to resolve the Dispute within ten (10) Business Days of its being referred to it, either party by notice in writing may refer the Dispute to the Director of Customer and Revenue of TTL and the Strategic Partner Manager, Transit Payments of the Sponsor who shall cooperate in good faith to resolve the dispute as amicably as possible within ten (10) Business Days of the Dispute being referred to them.
- (c) In the event the Director of Customer and Revenue of TTL and the Strategic Partner Manager, Transit Payments of the Sponsor are unable to resolve the dispute within that ten (10) Business Day period, the parties shall submit the dispute to mediation by a mediator appointed by agreement between the parties or, failing such agreement, as nominated by the Centre for Dispute Resolution.
- (d) Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to mediation but not as to its outcome. Accordingly, all negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to

seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts until ten (10) Business Days after the parties have failed to reach a binding settlement by mediation.

- (e) If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- (f) The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- (g) Nothing in this Contract shall prevent either party from applying for injunctive or other interim relief.

## 17. GENERAL

### 17.1 Corporate Image

The Sponsor shall consult with, and obtain the approval of TTL to use in any manner the name, logos and corporate image (including TTL Marks, any trademarks or domain names) of TTL, TfL or the Mayor of London, unless that use is covered by another agreement in place between the Sponsor and either TTL, TfL or the Mayor of London. TTL, TfL and the Mayor of London are to be referred to in all promotional literature to be published by the Sponsor in relation to the Sponsorship Rights in a format to be agreed between the parties. The Sponsor shall comply with the TfL design standards, the current version of which is available at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards>.

### 17.2 Notices

#### (a) Requirement for Notice in Writing

Wherever in this Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person (a "**Notice**"), unless otherwise specified, such Notice shall be in writing and the words "notify", "consent", "approval", "certify" and "determined" shall be construed accordingly.

#### (b) Service of Notices

Save as otherwise expressly provided in this Contract any Notice to be given under this Contract shall be deemed duly given if delivered by international courier service or sent by airmail or by facsimile transmission or by email (provided that the Notice attached to such email

is in pdf format and signed by a duly authorised representative of the relevant party) to the party to be served at or to that party's address or to its facsimile number given below or to such other address or numbers in England as the party to be served may from time to time select by prior notice to the other party:

**Sponsor:**

Address: Gordon House, Barrow Street, Dublin 4, Ireland  
Attention: Legal Department

Email: [legal-notices@google.com](mailto:legal-notices@google.com)

With a copy to: Strategic Partner Manager, Transit Payments

Email: [hilljo@google.com](mailto:hilljo@google.com)

**TTL:**

Attention: Harriet McDonald, Commercial Partnerships Lead

Customer Info, Design & Partnerships  
8th Floor – Blue Zone  
Endeavour Square  
Westfield Avenue  
Stratford  
London  
E20 1JN

Email: [harrietmcdonald@tfl.gov.uk](mailto:harrietmcdonald@tfl.gov.uk)

(c) **Time of Service**

The Notice will be deemed to have been duly served if:

- (i) delivered by email, at the time of email delivery to the recipient's inbox;
- (ii) delivered by hand, at the time of delivery;
- (iii) delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or
- (iv) delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

**17.3 Entire Agreement**



This Contract constitutes the entire agreement between the parties in connection with the subject matter of this Contract. No party has relied upon any representation save for any representation expressly set out in this Contract.

#### **17.4 Waivers and Variations**

- (a) No term or provision of this Contract shall be considered as waived by any party to this Contract unless a waiver is given in writing by that party.
- (b) No waiver under clause 17.4(a) shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and then only to the extent) expressly stated in that waiver.
- (c) No variation to this Contract shall be effective unless recorded in a written instrument executed as a deed on behalf of each party, by a person notified by the relevant party to the other party as being duly authorised to agree to such variation (which for the avoidance of doubt, may be different to the persons appointed by each party as Representatives).

#### **17.5 Set-Off and Disputed Payments**

Not applicable to this Contract.

#### **17.6 Partial Invalidity**

If at any time any provision of this Contract (or part thereof) is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other part of that provision or any other provision of this Contract or, in any other jurisdiction, of that provision or part thereof or any other provision of this Contract.

#### **17.7 No Partnership or Agency**

Nothing in this Contract and no action taken by the parties pursuant to this Contract shall constitute, or be deemed to constitute, a partnership, unincorporated association or other co-operative entity. Neither party shall be or be deemed to be the agent of the other party and neither party shall hold itself out as having the power to bind the other party in any way.

#### **17.8 Further Assurance**

Each party agrees that it shall now or at any time during the subsistence of this Contract, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other party, as the other party may reasonably require for giving full effect to and obtaining the full benefit of the rights powers and remedies conferred upon such other party by this Contract.



## 17.9 **Assignment**

Neither Party may assign this Contract or any part thereof without the written consent of the other Party.

## 17.10 **Rights of Third Parties**

Save that any member of the TfL Group has the right to enforce the terms of the Contract, the Contracts (Rights of Third Parties) Act 1999 (in this clause the "**Act**") shall not apply to this Contract and no person other than the parties to this Contract (which term shall for the purposes of this clause include all permitted assignees or transferees or successors in title) shall have any rights under the Act nor shall this Contract be enforceable under the Act by any person other than those named in this clause.

## 17.11 **Legal Costs**

Each party shall bear its own legal costs incurred in relation to the preparation, negotiation and execution of this Contract.

## 17.12 **Counterparts**

This Contract may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

## 17.13 **Governing Law and Jurisdiction**

17.3.1 This Contract, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

17.3.2 Subject to clause 16, the parties submit to the exclusive jurisdiction of English courts in relation to any dispute concerning this Contract, but either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights, without first completing the Dispute Resolution Procedure.

IN WITNESS WHEREOF, each party has caused this Contract to be executed by its duly authorised representative.

**GOOGLE IRELAND LIMITED**

**TRANSPORT TRADING LIMITED**

By:

By: 

Name:

4

Name: Julie Dixon

  
Ija Ribakova  
For, David Sneddon (Director)

17:56:38  
+01'00'

Title:

Title: Head of Information, Design & Partnerships

Date:

Date: 13th June 2023



## Schedule 1

### SPONSORSHIP RIGHTS

Rights to sponsor the Oyster Card Reader Label on all Oyster Card Readers across the London Underground Network.

Rights to sponsor the on at least 300 additional Oyster Card Readers in TfL operated stations on the Elizabeth Line.

Rights to **5 bursts** of themed Solus Oyster Reader Takeovers, with each burst running for **2 weeks** at **5 stations**. All Designs are subject to TfL design approval and bursts will require approximately 2 month lead time.

Rights to forty-eight (48) hours of advertising on [www.tfl.gov.uk](http://www.tfl.gov.uk): the homepage and the journey planner pages. This right can be accessed at any point during the Term, subject to availability and with a minimum of 2 weeks notice.

Right to sponsor TfL's Contactless Payment Promotion messaging on ticket machines in the following seven London Underground stations for a six-month period commencing on the Launch Date which shall be mutually agreed between the parties in writing:

- London Bridge
- Victoria
- Paddington
- Liverpool Street
- Stratford
- Kings Cross
- Tottenham Court Road

Rights for 1 x Creative Refresh on contactless messaging on station ticket machines only which is currently live at London Bridge, Victoria, Paddington, Liverpool Street & Stratford. Creative Refresh will be at the sponsor cost and will require an approximately 3 month lead time.

The Contactless Payment Promotion branding will include the Sponsor Logo and a call to action that will be jointly agreed between the parties.) Final designs are



subject to TfL design approval and must adhere to the design guidelines outlined in Appendix B (Contactless Payment Promotion Design Guidelines).

Rights to a joint press release. If the Sponsor wishes to host a press event or activation in addition to the joint press release, this will be at the Sponsor's cost.

Rights to a co-created social media campaign with the TfL Social Media Team -  
Rights to film on TfL network on up to 2 occasions to create content for maximum 1 x co-created video

Right to use TfL Map IP in creative work featuring on TfL channels (in station creative and on tfl.gov.uk) for the duration of the contract period. Subject to TfL design approval.

Rights to continue the approved use of TfL roundel on GPay website and youtube video (how-to) for the duration of the contract period. Subject to TfL design approval.

Rights for up to maximum of 5 days of experiential (1 day = experiential space in one station) space to distribute product in stations & dates of GPay's choice. (Subject to availability)

**“Oyster Card Reader Label” :**

## **Schedule 2**

### **PAYMENT SCHEDULE**

1. TTL shall provide the Sponsor with valid VAT invoices for the Sponsor Payments and all invoices shall be payable by the Sponsor within 30 days of the date of the invoice.
2. TTL is entitled to the following Sponsor Payments:
  - 3.1 A maximum production payment of £310,000 for production costs incurred for the activations across the sponsorship period. This will be split across two payments:
    - **£230,000** no later than 30<sup>th</sup> June 2023
    - **£80,000** no later than 30<sup>th</sup> September 2023

Final production costs will be shared with Google by TfL, with £310,000 the maximum amount Google will pay for the production of the Sponsorship rights as outlined in Schedule 1.

Sponsor Payment	Sponsorship Payment	Production Payment	Total Payment	Timing
Payment 1	£650,000.00	£230,000.00	£880,000.00	30 <sup>th</sup> June 2023
Payment 2	£400,000.00	£80,000.00	£480,000.00	30 <sup>th</sup> September 2023
Payment 3	£450,000.00	£0.00	£450,000.00	30 <sup>th</sup> December 2023
<b>Total:</b>	<b>£1,500,000</b>	<b>£310,000</b>	<b>£1,810,000</b>	

3.2 A Sponsor Payment in the amount of 1,500,000.00 plus VAT (one million five hundred thousand pounds) (“**Sponsorship Payment**”)

3.3 Payments will be paid in the installments outlined in the above payment schedule chart :

## Schedule 3

### CONTRACT MANAGEMENT

#### General

1. Each party shall nominate a manager (“**Contract Manager**”) who will be responsible for ensuring compliance with the party’s obligations under this Contract.

2. The Contract Managers, and their respective teams, shall meet or have a phone call on a regular basis throughout the Term (“**Review Meetings**” or “**Review Calls**”). Review Meetings and/or Review Calls will be the initial forum where all matters relating to the Contract are discussed between the parties. The parties shall agree an appropriate meeting frequency and structure for the Review Meetings/Calls. Whilst not limited to, the Review Meetings/Calls are anticipated to be the initial forum to discuss the following matters:

- Provide clear direction to the Sponsorship;
- Set, manage and update in relation to all key milestones and timeframes;
- Resolve Sponsorship issues where necessary;
- Suggest future Sponsorship initiatives and scope;
- Ensure overall coherence and alignment between the parties.

**APPENDIX A – Yellow Oyster Reader**

**APPENDIX B – Contactless Payment Promotion Design Guidelines**

**Current Ticket Machine Creative - Examples**

**APPENDIX C - Lock Up Logo**



