

Dated 10 OCTOBER 2013

**THE MAYOR & BURGESSES OF THE
LONDON BOROUGH OF BARNET**

AND

SARACENS

SPONSORSHIP AGREEMENT

Town Centre & Boundary Signs

HB Public Law

Providing services to Harrow & Barnet Council

**Harrow Council
PO Box 2
Civic Centre
Station Road
Harrow
HA1 2UH**

DX 30450 HARROW 3

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SCHEDULE 1: Sign Specifications / Locations

THIS AGREEMENT is made on the ^{10TH}_^ day of ^{OCTOBER}_^ 2013

BETWEEN:

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London, N11 1NP (the "Council")

AND

(2) SARACENS of Allianz Park, Greenlands Lane, Hendon NW4 1RL (the "Organisation")

WHEREAS:-

The Organisation has agreed to pay the Annual Fee and the Council has agreed to grant to the Organisation in return the right to display advertisements on such Signs upon the terms and conditions of this Agreement.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

1.1.1 "Annual Fee" [REDACTED]

1.1.2 "Barnet" means that area subject to the administrative control of the Council.

1.1.3 "Signs" means the signs of the Organisation which will hang below the town centre and boundary signs detailed in Schedule 1 of this Agreement and those which are subsequently agreed in writing between the Organisation and the Council.

1.1.4 "Sites" means the locations within Barnet for the Signs as detailed in Schedule 1 of this Agreement and locations which are subsequently agreed in writing between the Organisation and the Council.

1.1.5 "Term" means the term of the Agreement as defined in Clause 2.

1.2 In this Agreement:-

1.2.1 any reference to any statute or statutory instrument or any section or part thereof includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;

1.2.2 Clause headings and sub-headings are for reference purposes only and shall not affect the construction of anything in this Agreement;

- 1.2.3 any reference to the Council shall include a reference to its successors in title and the Agreement shall be binding upon and endure for the benefit of all such successors in title.

2. TERM

- 2.1 This Agreement commenced on 1 June 2013 and shall continue in force for a period of five years from that date subject to termination by either party in accordance with Clauses 7 (Assignment) or 9 (Termination).
- 2.2 Should either party wish to extend the terms of this Agreement they should provide at least three months' notice to the other prior to the end of the Term.

3. OBLIGATIONS OF THE ORGANISATION

- 3.1 The Organisation will pay the Annual Fee to the Council, the first such payment to be made on the date hereof for the period 1 June 2013 to the date of this Agreement and thereafter on the first Monday after 1 June in every other year of the Term.

3.2

3.3

3.4

4. OBLIGATIONS OF THE COUNCIL

4.1

- 4.2 Re-location and alteration

- 4.2.1 If at any time during the Term:

4.2.1.1

4.2.1.2

4.2.1.3

4.2.1.4

4.2.1.5

4.2.1.6

5. REMOVAL/RETURN OF SIGNS

6. THIRD PARTY INSURANCE/LIABILITY

6.1

9.2

9.3

7. ASSIGNMENT

The Organisation shall not be entitled to assign the benefit of this Agreement to any other Organisation.

8. FORCE MAJEURE

Neither party to this Agreement shall be liable in any way for any delays or failure to perform its obligations hereunder resulting from any cause or causes whatsoever beyond its reasonable control (details of which said cause or causes must be notified forthwith in writing to the other party) provided that if the cause or causes of non-performance continue for a period in excess of three months either party may by notice in writing to the other terminate this Agreement.

9. TERMINATION

9.1

9.2

10. NOTICES

Any notice required to be given hereunder may be served by fax or by prepaid first class post addressed to the other party at its address as set out in this Agreement or to such other address as either party may notify to the other in writing from time to time. Any notice given by fax shall be deemed to have been served upon the first business day following the date of transmission and, if given by post, three days after it has been put in the post.

11. GENERAL PROVISIONS

11.1

11.2

11.3

11.4

12. PROPER LAW

This Agreement shall be interpreted and have effect in all respects in accordance with English law and shall be subject to the jurisdiction of England and Wales.

13. NO CORRUPTION

The Council may terminate this Agreement and recover all its loss if the Organisation, its employees or anyone acting on the Organisation's behalf do any of the following things:

- a) Offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Organisation does not know what has been done); or
- b) Commit an offence under the Bribery Act 2010; or
- c) Commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.

Any clause limiting the Organisation's liability shall not apply to this clause.

14. FREEDOM OF INFORMATION

The Council is subject to the requirements of the Freedom of Information Act 2000 ("FOI") and the Environmental Information Regulations 2004 ("EIR"). The Organisation will assist and co-operate with the Council in carrying out its obligations under that legislation. In addition to any general obligation to assist and co-operate with the Council the Organisation and its sub-contractor shall:

- (i) not respond directly to a request for information by a third party;
- (ii) shall transfer any request for information to the Council forthwith; and
- (iii) on demand provide the Council with a copy of any information in its possession or power in the form that the Council requires.

The Council shall be responsible for determining at its absolute discretion whether the Information requested is exempt from disclosure under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

For the avoidance of doubt the Council shall not respond to any FOI or EIR request which relates to or concerns this Agreement or the Organisation without first providing the Organisation with the details of any such request and a reasonable opportunity to respond to the same.

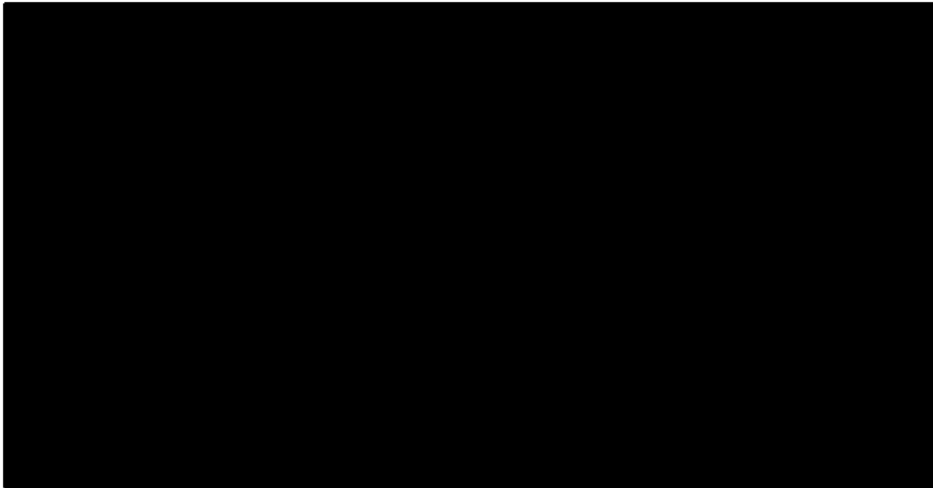
The Council and the Organisation agree that Schedule 1 contains information which may be subject to an exemption under FOI and/or EIR and the Council will fully consider, in consultation with the Organisation as appropriate, whether any exemptions under the FOI and/or EIR apply before providing any information relating to Schedule 1 in response to any FOI and/or EIR request

15. MEDIATION

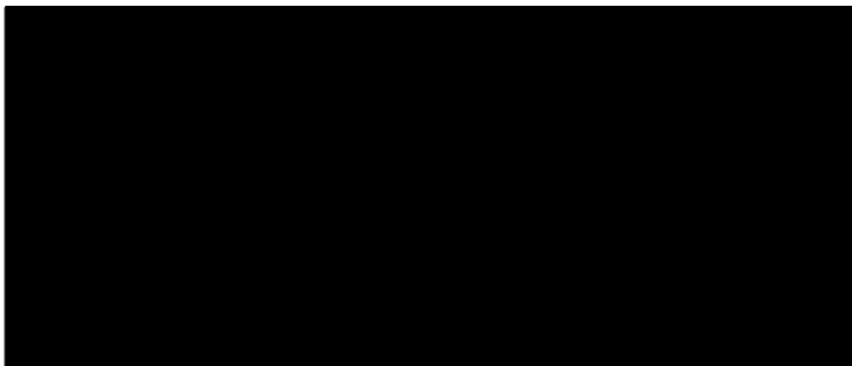
If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

16. RIGHTS OF THIRD PARTIES

Neither Party intends to confer any right or benefit upon a third party and, for the avoidance of doubt, the provision of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.



SIGNED for and on behalf of the Organisation



SCHEDULE 1 –SIGN SPECIFICATIONS / LOCATIONS

