

Agreement for underpass digital advertising screens at various properties

THIS AGREEMENT is made the 13th day of August 2016

BETWEEN:

- (1) TRANSPORT FOR LONDON of Windsor House, 42-50 Victoria Street, London SW1H 0TL ('the Licensor'), and
- (2) OUTDOOR PLUS LTD (company registration number 4823380) whose registered office is at 89 New Bond Street, London, W1S 1D ('the Licensee').

NOW IT IS AGREED as follows:

1. Definitions and interpretation

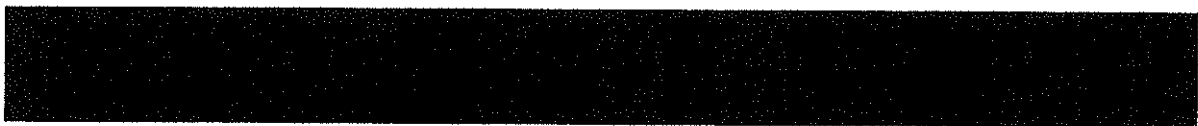
In this Agreement:

- 1.1 "Access Routes" means the parts of the Properties more particularly described in part 1 of the First Schedule which are shown for the purpose of identification only on the annexed plans in part 2 of the First Schedule
- 1.2 "Additional Properties" means the bridges more particularly described in part 2 of the First Schedule
- 1.3 "CDM Regulations" means the Construction (Design and Management) Regulations 2015;
- 1.4 "Certificate of Practical Completion" the certificate or certificates (where a separate certificate will be issued for each individual Screen) to be issued in accordance with the Contract certifying that Practical Completion has taken place
- 1.5 "Commencement Date" means in respect of each Screen the date that is two weeks following the Installation Date.
- 1.6 "Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;
- 1.7 "Contract" means the contract for carrying out of the Permitted Works to be entered into by the Licensee and the Contractor
- 1.8 "Contractor" means such reputable and suitable contractor (or replacement contractor) as the Licensee appoints as the Contractor for the purposes of the Permitted Works with the consent of the Licensor such consent not to be unreasonably withheld or delayed
- 1.9 "Date of Practical Completion" means the date that the Licensee notifies the Licensor that Practical Completion of the installation of each Screen has been completed at each Property in accordance with clause 3.13.17.
- 1.10 "Defects Liability Period" means the defects liability period under the Contract

- 1.11 "Initial Properties" means the bridges more particularly described in part 1 of the First Schedule
- 1.12 "Installation Date" means the date of the Certificate of Practical Completion of an individual Screen
- 1.13 "Licence Period" means 10 (ten) years commencing on and including the date of this Agreement;
- 1.14 "Licence Fee" means the licence fee of [REDACTED] per year per Screen for each of the Properties as set out in the Table in clause 3.1.2 [REDACTED]
[REDACTED]
- 1.15 "Method Statements" means method statements approved by the Licensor in accordance with clause 3.13.3;
- 1.16 "Minor Defects" means any minor defects, shrinkages or other minor faults or minor omissions in the Permitted Works due to materials or workmanship not being in accordance with the terms of the Contract or due to frost occurring before the date of Practical Completion
- 1.17 "Necessary Consents" means all planning permissions and all other consents, Agreements, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;
- 1.18 "Operational Requirements" means the operational requirements of Surface Transport and Highways Team as set out in the Third Schedule;
- 1.19 "Permitted Use" means the use as defined in clause 1.28.1
- 1.20 "Permitted Works" means the works to install the Supporting Structure and Screens in accordance with clause 3.13.1
- 1.21 "Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all statutes, regulations and orders included by virtue of clause 1.37;
- 1.22 "Practical Completion" means completion of the Permitted Works of each Screen in accordance with the provisions of this Agreement
- 1.23 "Prescribed Rate" means four per cent per annum above the base rate of Lloyds TSB Bank;
- 1.24 "Prohibited Materials" means any products or materials which are generally known to be deleterious at the time of specification or use, in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- 1.24.1 the report entitled "Good Practice in the Selection of Construction Materials" (2011, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation;

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- 1.24.2 relevant British or European Standards or Codes of Practice; or
- 1.24.3 any publications of the Building Research Establishment related to the specification of products or materials
- 1.25 "Properties" means the bridges more particularly described in part 1 and part 2 of the First Schedule which are shown for the purpose of identification only on the annexed plans in part 3 of the First Schedule and "Property" shall be construed accordingly;
- 1.26 "Review Date" means in respect of each Screen each yearly anniversary of the Commencement Date of each Screen;
- 1.27 "Review Period" means the period starting on the Commencement Date for each Screen up to the first Review Date in respect of a particular Screen, then the period starting on any Review Date up to the next Review Date, or the period starting on the last Review Date up to the end of the Licence Period;
- 1.28 "Rights" means:
- 1.28.1 the right to use the Screens for the display of digital advertisements only ("the Permitted Use"); and
- 1.28.2 the right to illuminate the Screens and for such purpose to lay maintain and use a separate and exclusive electricity supply from the electric mains in the street through the Properties and install all necessary electrical apparatus and meters in accordance with plans already signed as approved by the Licensor together with the right at all reasonable times upon reasonable notice during the day to enter the parts of the Properties necessary for such purposes and to maintain the illumination fully operational;
- 1.28.3 the right to affix and retain the Screens to the Supporting Structures at the Properties; and
- 1.28.4 the right at all reasonable times upon reasonable notice during the day to enter on foot onto the Access Routes and to erect ladders and scaffolding on the Access Routes for the purpose of erecting, maintaining and removing the Screens and Supporting Structures.
- 1.29 "Screens" means each digital advertising screen installed at the Properties
- 1.30 "Supporting Structures" means the supporting structures on which the Screens are to be installed, such supporting structures to be installed on the sides of the Properties and to include all supports and fixings and the electrical and mechanical cables and apparatus and meters used for the lighting and alternating operation of the advertisements as more particularly described in part 1 of the First Schedule and which are shown for the purpose of identification only on the annexed plans and specifications in part 3 of the First Schedule and "Supporting Structure" shall be construed accordingly;



- 1.32 "Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Licensor is committed to publishing its contracts, tender documents and data from invoices;
- 1.33 "VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to Agreement fees or other sums payable by the Licensee are exclusive of VAT;
- 1.34 "Works" means any works, alterations, surveys, inspections, repairs, reinstatement or making good of the Properties or of any conduits that exclusively serve them including the Permitted Works as defined in clause 3.13 carried out by the Licensee during the Licence Period, or in the case of making good any breach of the Licensee's obligations, after the end of the Licence Period;
- 1.35 references to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings;
- 1.36 any agreement by the Licensee not to do anything includes an obligation not to permit or suffer that thing to be done by another person;
- 1.37 unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of it or them and any regulations or orders made under it or them;
- 1.38 words importing one gender include all other genders, words importing the singular include the plural and vice versa, words importing persons include a corporate body and a partnership and vice versa; and
- 1.39 where the Licensee for the time being comprises two or more persons, obligations expressed or implied to be made by or with the Licensee are deemed to be made by or with the persons comprising the Licensee jointly and severally.

2. Agreement

The Licensor grants to the Licensee the Rights (subject to clause 3.5 and in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the Rights) during the Licence Period.

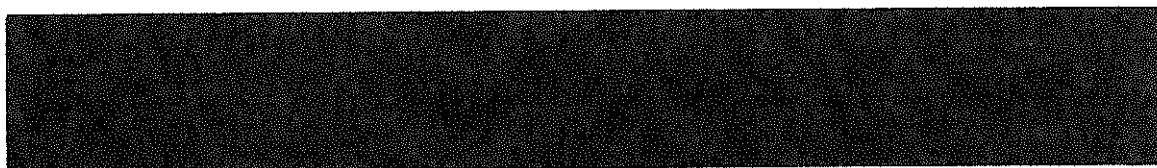
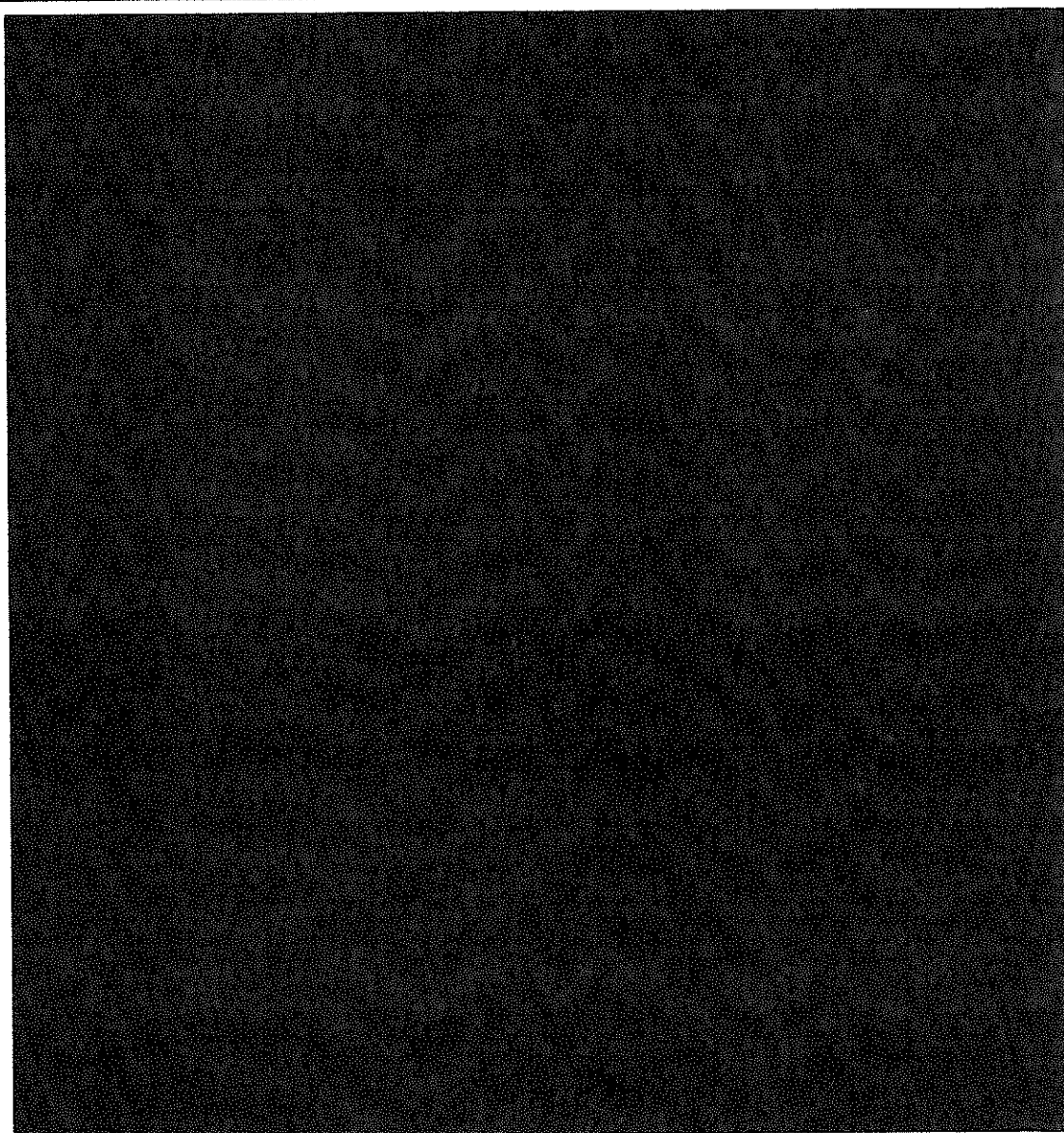
3. Licensee's obligations

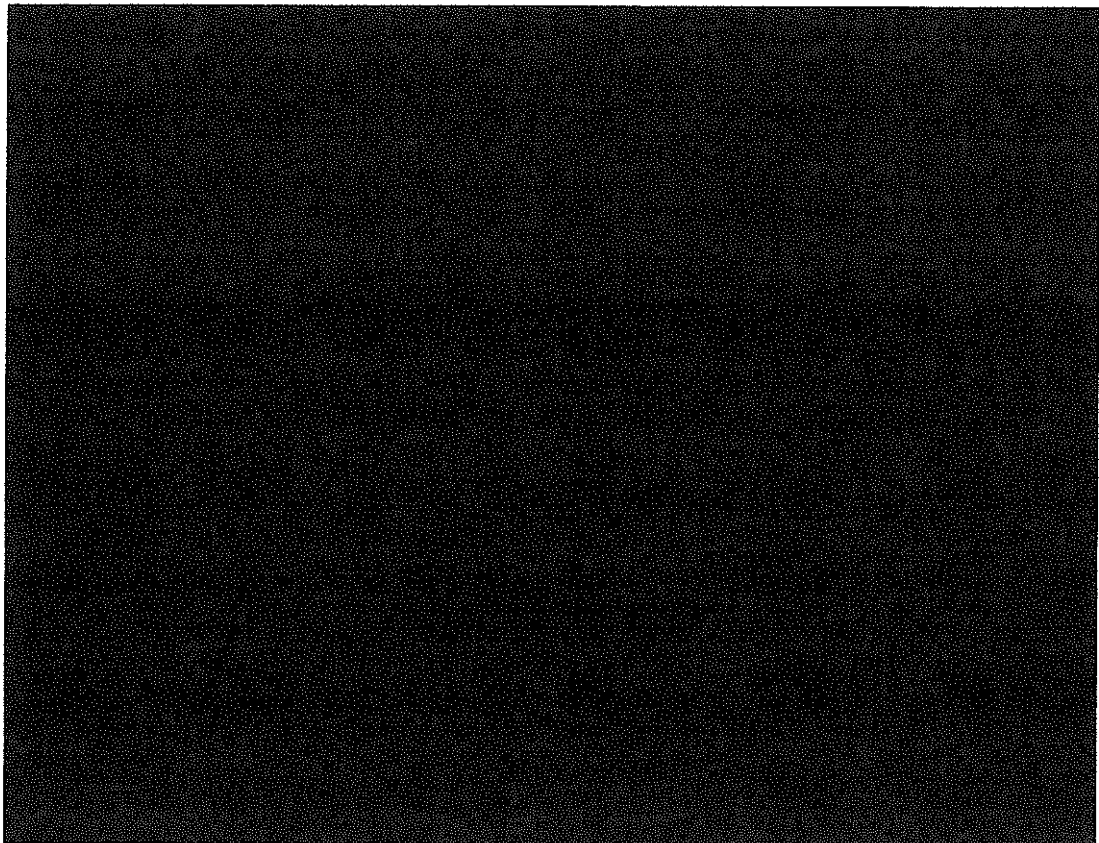
The Licensee agrees with the Licensor as follows:

3.1 Licence fee

3.1.1 The Licensee must pay to the Licensor the aggregate Licence Fee as set out in clause 3.1.2 below (and any reviewed Licence Fee) in advance by equal quarterly payments on the usual quarter days in every year and proportionately for any period of less than a year, the first such payment in respect of each individual Screen (or a due portion of it apportioned on a day-to-day basis) to be made on the Commencement Date of each Screen.

3.1.2 The Licence Fee shall be apportioned between each of the Screens in accordance with the following table:

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- 3.1.3 In respect of the Additional Properties (which includes all those locations referred to in the Table at 3.1.2 above and also set out in Part 2 of the First Schedule where no Screen is currently proposed to be installed at the date of this Agreement) the Licence Fee will be payable from and including the Commencement Date for the Additional Properties and the aggregate Licence Fee shall be increased accordingly.
- 3.1.4 If so required in writing by the Licensor, the Licensee must pay the Licence Fee (if any) by banker's order or credit transfer to any bank and account in the United Kingdom that the Licensor nominates from time to time.
- 3.1.5 If the Licence Fee, VAT or any other sum payable by the Licensee is not paid within seven days of the due date under this Agreement to pay to the Licensor interest thereon at the Prescribed Rate from the due date until the date of payment.

3.2 Outgoings and VAT

The Licensee must pay, and must indemnify the Licensor against:

- 3.2.1 all rates, taxes, charges, impositions and outgoings that may at any time during the Licence Period be charged, assessed or imposed in respect of the Rights or the Screens;
- 3.2.2 all VAT that may from time to time be charged on the Licence Fee or other sums payable by the Licensee under this Agreement; and

- 3.2.3 all VAT incurred in relation to any costs that the Licensee is obliged to pay or in respect of which he is required to indemnify the Licensor under the terms of this Agreement, save where such VAT is recoverable or available for set-off by the Licensor as input tax.

3.3 Cost of services consumed

The Licensee must pay to the service suppliers, and indemnify the Licensor against, all charges for electricity and other services consumed or used at or in relation to the Screens during the exercise or purported exercise of the Rights.

3.4 State of Repair

- 3.4.1 The Licensee must keep the Screens safe, in good condition and repair.

- 3.4.2 The Licensee shall: -

3.4.2.1 [REDACTED] at the Licensee's own expense supply the Screens and at the Licensor's expense the Supporting Structures (and for the avoidance of doubt the Licensee is responsible for the cost of supplying the Screens and the Licensor is responsible for the cost of supplying the Supporting Structures which will be reimbursed to the Licensee in accordance clause 6) and maintain, repair and when necessary renew the Screens in / to a state and condition acceptable to the Licensor at all times irrespective of the cause of any damage or deterioration to the reasonable satisfaction of the Licensor; and

3.4.2.2 through its employees agents or contractors, arrange to inspect and test to the Licensor's engineering standard as revised from time to time the Screens no less than every four years during the continuance of this Agreement, or more frequently if deemed necessary by the Licensor to assess the condition and safety of the Screens, and the cost of all such inspections shall be borne by the Licensee. The Licensee shall furnish the Licensor with a report of such inspections and notify the Licensor of the date when the repairs (if any) are to be carried out. The Licensee shall forthwith undertake, at its sole expense and risk, any repairs, maintenance or other action identified by such inspections. If the Licensee does not carry out such works, then the Licensor shall have the option to carry them out at the Licensee's expense;

3.4.2.3 The Licensee must promptly remove any graffiti or fly-posting from the Screens and the Supporting Structures. The Licensee shall make good the Screens the Supporting Structures and the Properties as a result of such removal, as soon as reasonably practicable at the Licensee's risk, cost and expense. In the event that the Licensee fails to remove the graffiti, fly-posting and / or fly-tipping or make good in accordance with this clause, the Licensor reserves the right to remove the graffiti, fly-posting and

/ or fly-tipping and make good the Screens and the Supporting Structures and the Licensee shall pay to the Licensor the costs and expenses incurred by the Licensor in removing the graffiti, fly-posting and / fly-tipping and making good the Screens the Supporting Structures and the Properties.

3.5 Access

3.5.1 Subject to the provisions of clause 3.6 below, the Licensee in carrying out its obligations under this Agreement shall have the right to enter into and upon the Properties for the purposes of:-

3.5.1.1 installing, inspecting, repairing, renewing and removing the Screens and doing all work necessary for maintaining the Screens in / to a state and condition acceptable to the Licensor; and

3.5.1.2 installing, constructing and fixing equipment which has been deemed necessary by the Health and Safety Executive to enable the Licensee's employees agents contractors to post, repair, inspect, test, adjust and renew the Screens and doing all work necessary for maintaining such equipment in a state of efficiency.

3.5.1.3 Exercising the Rights; and

3.5.2 All work carried out under sub-clauses 3.5.1.1 and 3.5.1.2 above shall be carried out at the Licensee's sole expense and risk and any damage done to the Screens and the Supporting Structures shall be made good forthwith by and at the sole expense and risk of the Licensee to the Licensor's reasonable satisfaction in all respects.

3.6 Entry upon the Properties

Without prejudice and subject to the provisions of sub-clause 3.5 above, the following conditions shall apply to entry onto the Properties where access is required under clause 3.8 of this Agreement or other such access arrangements as shall be agreed by the Licensor from time to time.

3.6.1 The Licensee must at all times comply with TFL's Surface Transport and Highways Team requirements when accessing the Properties and carrying out any works thereon.

3.6.2 The Licensee acknowledges that in entering upon the Properties, the Licensee does so as licensee only and does not thereby acquire any further title or interest in the Properties.

3.7 Obligations and regulations

3.7.1 The Licensee must comply in all respects with the requirements of all statutes applicable to the exercise of the Rights.

3.7.2 The Licensee must observe any proper rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Screens.

3.7.3 The Licensee must comply in all respects with the Operational Requirements

3.7.4 In relation to the CDM Regulations:

3.7.4.1 To discharge all obligations of a client as referred to in the CDM Regulations in relation to all matters concerning the Works and the Licensee is to be the only client for the purpose of CDM Regulations.

3.7.4.2 Forthwith on receipt to supply to the Licensor a copy of any notice given or received by the Licensee or on its behalf relating to any health and/or safety matter relating to the Works.

3.7.4.3 To make available to the Licensor upon request all other health and safety information relating to the Works and the Licensee shall instruct its appointed principal designer (as defined under the CDM Regulations) to keep the Licensor or the Licensor's designated adviser informed at all times in respect of health and safety matters within the scope of that principal designer's appointment.

3.8 **Assignment**

The Licensee must not assign, charge or sub-licence the whole or any part of the Rights which are personal to the Licensee.

3.9 **Planning**

3.9.1 The Licensee must observe and comply with the provisions and requirements of the Planning Acts affecting the exercise of the Rights and must indemnify the Licensor, and keep him indemnified, both during the Licence Period and following the end of it, against all losses in respect of any contravention of those Acts.

3.9.2 The Licensee must supply copies of all applications, permissions, consents, notices and all other planning related documentation to the Licensor.

3.9.3 The Licensee must not apply for or obtain any Necessary Consents without the Licensor's consent as all such applications will be managed by the Licensor.

3.9.4 Subject to paragraph 3.9.2 above the Licensee upon the receipt of any form of correspondence from the local planning authority challenging the legality of the Screens will advise the Licensor of the receipt of the said correspondence. The Licensor and the Licensee will then consult with each other on the appropriate action. If the Licensor and Licensee jointly agree that a retrospective planning application should be submitted to the local planning authority then this will be undertaken by and at the sole cost and expense of the Licensee.

3.9.5 Where any alterations permitted by the Licensor (including installations of the Screens and the Supporting Structures) require planning consent and such planning consent is obtained by the Licensee, then the Licensee must complete any such alterations (including installations) within nine months of planning consent having been granted.

3.9.6 The Licensee shall cease the use of any Screens immediately following the relevant planning authority refusing, withdrawing or revoking any express or deemed planning consent relating to the existing use in respect of any one or more Screens.

3.10 Licensor's insurance

3.10.1 The Licensee must not do or omit to do anything that could cause any insurance policy on or in relation to the Properties to become wholly or partly void or voidable, or do or omit to do anything by which additional insurance premiums may become payable.

3.10.2 The Licensee Screens and the Supporting Structures shall be at the sole risk of the Licensee.

3.11 Liability insurance

The Licensee must maintain the following insurances:

3.11.1 construction all risks insurance for any physical loss or damage to the Permitted Works and the Screens and the Supporting Structures in an amount sufficient to cover the full reinstatement value;

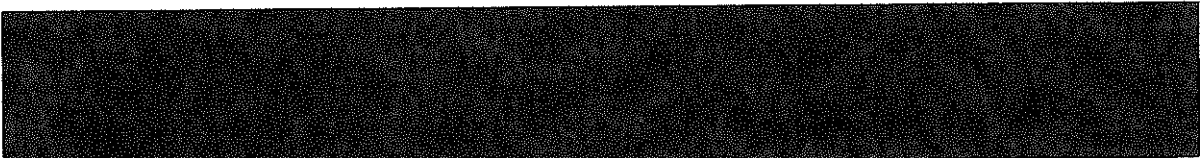
3.11.2 public and media liability insurance to cover legal liability to third parties (including but not limited to personal injury and loss or damage to property belonging to the Licensor or for which the Licensor is responsible) such insurance to be not less than:

3.11.2.1 £10,000,000 per occurrence during the carrying out of the Permitted Works (as defined in clause 3.14.1) or any other Works approved by the Licensor or any reinstatement thereof under clauses 3.13, 3.15 and 3.17.1; and

3.11.2.2 at all other times in a sum not less than £10,000,000 per occurrence

and shall extend to indemnify the Licensor as principal and shall be endorsed such that any care custody and control exclusion shall not apply to property belonging to the Licensor or for which it is responsible;

3.11.3 product liability insurance to cover injury and loss to third parties including loss or damage to property belonging to the Licensor or for which it is responsible in a sum of not less than £10,000,000 per occurrence and in the aggregate per annum; and

- 3.11.4 employer's liability insurance of not less than £5,000,000 per occurrence (or such other sum required by law) and where applicable Motor Liability insurance as required by law.
- 3.11.5 In the event of the Permitted Works or the Screens or any part of them being destroyed or damaged to expend any insurance monies actually received in repairing or reinstating them in a good and substantial manner the Licensee making good any shortfall in the proceeds of insurance from its own moneys.
- 1.1.1 The Licensee is to use reasonable endeavours to procure the insurances required under this clause 3.11:
- 3.11.5.1 in respect of the composite interests and in the joint names of the Licensor and Licensee for any policy described in clause 3.11.1;
- 3.11.5.2 with an insurer of good repute approved by the Licensor such approval not to be unreasonably withheld and on request to provide to the Licensor the policy of such insurance and the receipt for the current year's premium or other evidence that it is in force; and
- 3.11.5.3 exclude subrogation rights against the Licensor.
- 3.11.6 The Licensee shall provide satisfactory evidence to the Licensor prior to the date on which this Agreement comes into force and at each anniversary that the insurances that the Licensee is required to arrange under this Agreement have been effected and shall if so required produce the insurance policies for inspection.
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3.13 Permitted Works

- 3.13.1 Subject to receiving the Licensors approval to the Design and Specification of each Screen and Supporting Structure ("Approval in Principle") the Licensee shall place an order ("the Contract") for the purchase, installation and commissioning of the Site within 28 days of the date of Approval in Principle and subject to the following provisions at the Licensee's expense [REDACTED] install the Screens and the Supporting Structures ("the Permitted Works") to the satisfaction of the Licensor.
- 3.13.2 For the avoidance of doubt the Licensor is entitled in its absolute discretion to accept (in whole, part or subject to refinement) or reject in its absolute discretion any proposals made by the Licensee pursuant to clause 14.6.1 and the Licensee shall not commence the Permitted Works without the prior written consent of the Licensor which may be granted subject to the fulfilment of conditions as may be considered necessary by the Licensor.

- 3.13.3 The Licensee is to appoint the Contractor within [four] weeks of having received Approval in Principle pursuant to clauses 14.6.1.
- 3.13.4 The Licensee is to procure that:
- 3.13.4.1 the Contract contains a provision for the Licensor to have the right to enforce the benefit of the Contract under the Contract (Rights of Third Parties) Act 1999, such provision shall be in the terms set out in the Fourth Schedule.
 - 3.13.4.2 the Contract includes an obligation on the Contractor not to use Prohibited Materials in the Permitted Works;
 - 3.13.4.3 the Contract contains a Defects Liability Period of not less than twelve months;
 - 3.13.4.4 the Contract is executed as a deed;
 - 3.13.4.5 any snagging items subject to which the Certificate of Practical Completion is issued will be completed by the Contractor at no cost to the Licensor;
 - 3.13.4.6 any defects in the Permitted Works appearing within the Defects Liability Period are promptly attended to by the Contractor at no cost to the Licensor; and
 - 3.13.4.7 the Contractor is to supply to the Licensor as soon as practicable following its appointment by the Licensee, copies of its current PI certificate, and then as soon as practicable following completion of various stages of the Permitted Works, copies of the Certificate of Practical Completion (or where the Permitted Works for each of the Properties are undertaken separately a sectional Completion Certificate), a statement or certificate issued to confirm all defects have been made good, (if it is so able to provide) a complete set of the "Construction Stage" (also known as the "as built") scale drawings and specifications (plus a CAD disc containing a further set), the Health and Safety File, (if it is so able to provide) an irrevocable freely assignable and royalty free licence to use and reproduce all and any design and copyright forming all or part of the Permitted Works, and any other similar or related construction documentation that the Licensor reasonably requires the Licensee to provide to it.
- 3.13.5 Following the appointment of the Contractor, the Licensor is to provide within 10 working days thereafter a certified copy of the Contract to the Licensor.
- 3.13.6 Before commencing the Permitted Works, the Licensee is to supply to the Licensor for its written approval (such written approval not to be unreasonably withheld or delayed), a risk assessment and draft Method Statements detailing the working methods to be applied in executing the Permitted Works which

Method Statements when so approved shall be the Method Statements for the purposes of this Agreement.

- 3.13.7 The Licensor is to procure that the Contractor proceeds diligently with and carries out and completes the Permitted Works:
- 3.13.7.1 in a good and workmanlike manner;
 - 3.13.7.2 using good quality and suitable materials to the extent not otherwise specified in the Specification;
 - 3.13.7.3 in accordance with:
 - (a) the Approval in Principle
 - (b) the Method Statement
 - (c) all Statutory Requirements, including the CDM Regulations; and
 - (d) British standards and any applicable codes of building practice; and
 - (e) without using or specifying the use of any Prohibited Materials.
- 3.13.8 The Licensee shall use reasonable endeavours to ensure that the Contractor completes the Permitted Works with due diligence and speed and in event within **six** months of the date of this Licence.
- 3.13.9 The Licensee shall keep or procure that the Contractor keeps the Properties secure from the start of the Permitted Works and until their completion.
- 3.13.10 The Licensee shall not or procure that the Contractor does not obstruct any highway land provided that any obstruction to pedestrian access at and around the Properties shall be minimised and agreed in advance by the Licensor (acting properly).
- 3.13.11 During the carrying out of the Permitted Works the Licensee shall not or shall procure that the Contractor does not display any signs or notices at the Properties (other than the usual signage displaying the names of the Licensee and its contractors or signage in compliance with Health and Safety legislation) without the prior written consent of the Licensor (such consent not to be unreasonably withheld) PROVIDED THAT the Licensor shall be entitled at the Licensee's cost to erect or remove (or require the Licensee to do so) such signage as the Licensor deems necessary to protect the public during the Permitted Works.
- 3.13.12 During the carrying out of the Permitted Works, the Licensor may enter the Premises to view the state and progress of the Permitted Works and to inspect the workmanship and the materials used
- 3.13.13 The Licensee is to give the Licensor prior written notice of the date and time, being a working day during the hours of daylight, when the Contractor intends to the issue of the Certificate of Practical Completion. Where reasonably practicable not less than three working days' notice will be given.

- 3.13.14 The Licensor will be entitled to accompany the Licensee and the Contractor on the inspection of the Permitted Works and to make representations on the proposal to issue the Certificate of Practical Completion. The Licensee and the Contractor will have due regard to any representations made by the Licensor.
- 3.13.15 The Certificate of Practical Completion will not be issued without the consent of the Licensor
- 3.13.16 Subject to Practical Completion having taken place, the Licensee is to procure that the Contractor serves a copy of the Certificate of Practical Completion on the Licensor as soon as reasonably practicable after the date of the inspection of the Permitted Works
- 3.13.17 The Licensee is to use all reasonable endeavours to procure that the Contractor makes good all Minor Defects which have been identified in the Certificate of Practical Completion as soon as reasonably practicable after the Date of Practical Completion
- 3.13.18 The Licensee is to use all reasonable endeavours to procure that all Minor Defects for which the Contractor is responsible under the Contract that arise within the Defects Liability Period are made good to the reasonable satisfaction of the Tenant in accordance with the terms of the Contract.
- 3.13.19 The Licensee shall remove all such signs and notices (save where otherwise required by the Licensor) forthwith on completion of the Permitted Works).
- 3.13.20 The Licensee shall comply promptly with the proper requirements of the Licensor as to the immediate removal of any threat to safety caused by the carrying out of the Permitted Works and in particular to suspend the Permitted Works if so required by the Licensor provided that the Licensor shall (to the extent practicable) consult with the Licensee prior to directing any suspension.

3.14 Restrictions on Use

- 3.14.1 The Licensee will not use the Screens other than for the Permitted Use.
- 3.14.2 The Licensee will not display any advertisement which is unlawful or contravenes the British Code of Advertising, Sales Promotion and Direct Marketing or is likely to offend those who see it or would be likely in the opinion of the Landlord to bring the Landlord into disrepute and must comply with such advertising guidelines as the Landlord may reasonably stipulate from time to time.
- 3.14.3 The Licensee will not display advertisements for tobacco products or permit any advertising of a political nature.
- 3.14.4 The Licensee will not utilise any flashing, intermittent or moving displays or imagery or use any video, audio or animated displays or images save as may be permitted by the Local Planning Authority.
- 3.14.5 The Licensee will comply in all respects with the Outdoor Media Centre Digital Large Format Roadside Code January 2011 (or such other code of practice as

may replace it from time to time) and the TfL Advertising Policy (which is appended in the Sixth Schedule) (or such other policy as may replace it from time to time).

- 3.14.6 Subject to sub-clauses 3.14.1 to 3.14.5 (inclusive) and clause 8, the Licensee controls the use and output of the Screens.

3.15 Alterations

- 3.15.1 The Licensee must not carry out any Works or make any alterations to the Screens and/or the Supporting Structures or substitute them with another without the previous approval in writing of the Licensor such approval not to be unreasonably withheld or delayed.
- 3.15.2 The Licensee will reimburse the Licensor's reasonable costs in connection with granting any such consent to the alterations.

3.16 Nuisance and damage

- 3.16.1 In the exercise of any permissions granted by the Agreement the Licensee will cause no nuisance or interference to the Licensor or other persons lawfully at the Properties.
- 3.16.2 The Licensee will not cause or permit to be caused any damage to the Screens and the Supporting Structures, the Properties or any other land or property of the Licensor.
- 3.16.3 The Licensee will not disrupt, obstruct or damage any existing services during the construction installation or operation and maintenance of the Screens and the Supporting Structures and will keep the Licensor indemnified against all claims and liabilities in respect thereof.
- 3.16.4 Immediately upon the occurrence of any damage to the Screens and the Supporting Structures or the Properties or other property of any kind on or near to it, or injury to any person on or near the Properties, in any way attributable to the exercise or purported exercise of the Rights whether or not in breach of this Agreement, the Licensee must make good the same, or pay to the Licensor or the person injured full compensation in money for such damage.

3.17 Yielding Up

- 3.17.1 By the end of the Licence Period, howsoever determined, the Licensee will remove the Screens as quickly as reasonably practicable and reinstate the Properties and any services to their state before the Screens were installed making the Properties and Supporting Structures safe and making good any damage caused to the Properties to the reasonable satisfaction of the Licensor. The Licence Fee shall continue to be payable until the Screens are removed. If the Licensee fails to remove the Screens within 90 days of the Licensor's request and subject to the Licensor granting any necessary road closures or other consents required to facilitate removal, the Licensor may remove the at the cost

of the Licensee and may dispose of them in such way as the Licensor may in the Licensor's absolute discretion think fit.

- 3.17.2 Provided that the provisions of clause 3.15 apply in relation to any works to comply with the obligations under this clause 3.17 in the same manner as they apply to the Works, and the obligations under this clause 3.17 shall continue notwithstanding the end of the Licence Period (however determined)

3.18 Indemnity

- 3.18.1 The Licensee is to indemnify the Licensor its employees, contractors and agents and keep them indemnified from and against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability whatsoever in respect of death or personal injury, loss of or damage to property (including the Screens and the Supporting Structures) in any way arising directly from:

3.18.1.1 this Agreement;

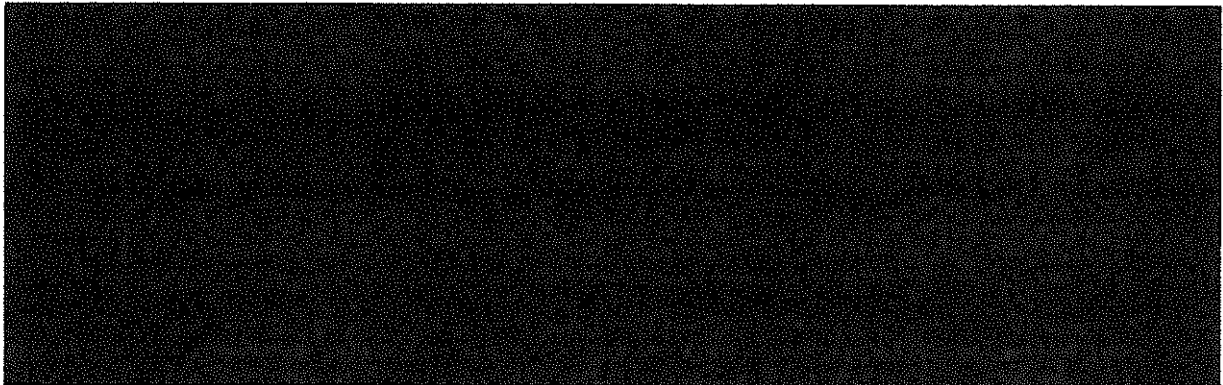
3.18.1.2 the Licensee's performance or non-performance of the provisions of this Agreement;

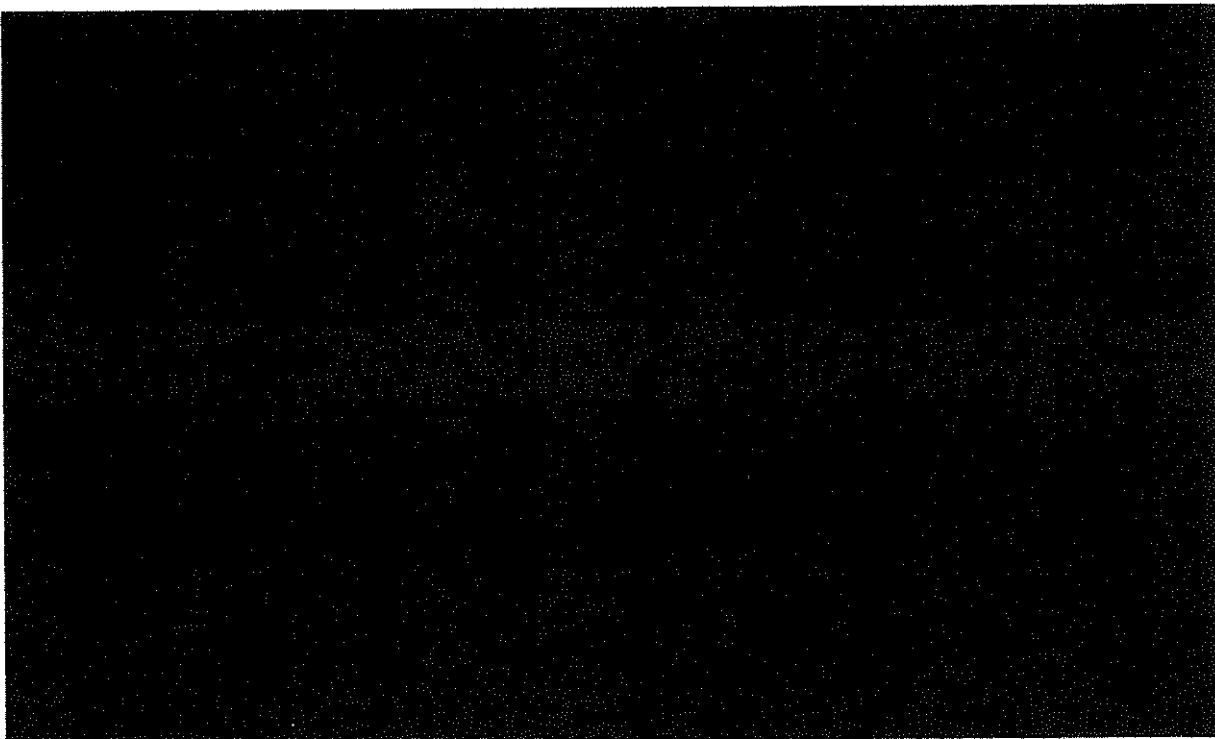
3.18.1.3 the presence of the Screens and the Supporting Structures or Licensee (and those claiming through or under it) at the Properties or the exercise the rights given by this Agreement

Where such death, injury, liability, loss, damage, cost, claim or expense be caused by negligence provided that:

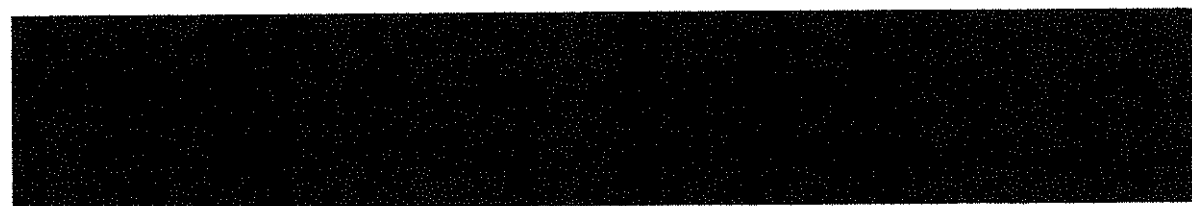
- 3.18.2 The Licensor will use reasonable endeavours to give the Licensee notice of any claims, demands, actions or proceedings brought, made or threatened to be brought or made against the Licensor in respect of any matter to which the indemnity in this clause 3.17 applies and will not admit liability, settle, accept or compromise any claims, demands, actions or proceedings without allowing the Licensee a reasonable opportunity to make representations in relation thereto; and

- 3.18.3 The Licensee will not be required to indemnify the Licensor for any injury, loss, damage, cost and expense caused by the negligence of the Licensor or its employees, contractors and agents





5 **Licensor's obligations**



- 5.2 Once installed pursuant to clause 3.13 the Licensor must keep the Supporting Structures safe, in good condition and in repair required for the purposes of retaining the Screens to them; and
- 5.3 warrants that it has power to grant the Rights.

6. **Termination**

- 6.1 Breach, liquidation, etc

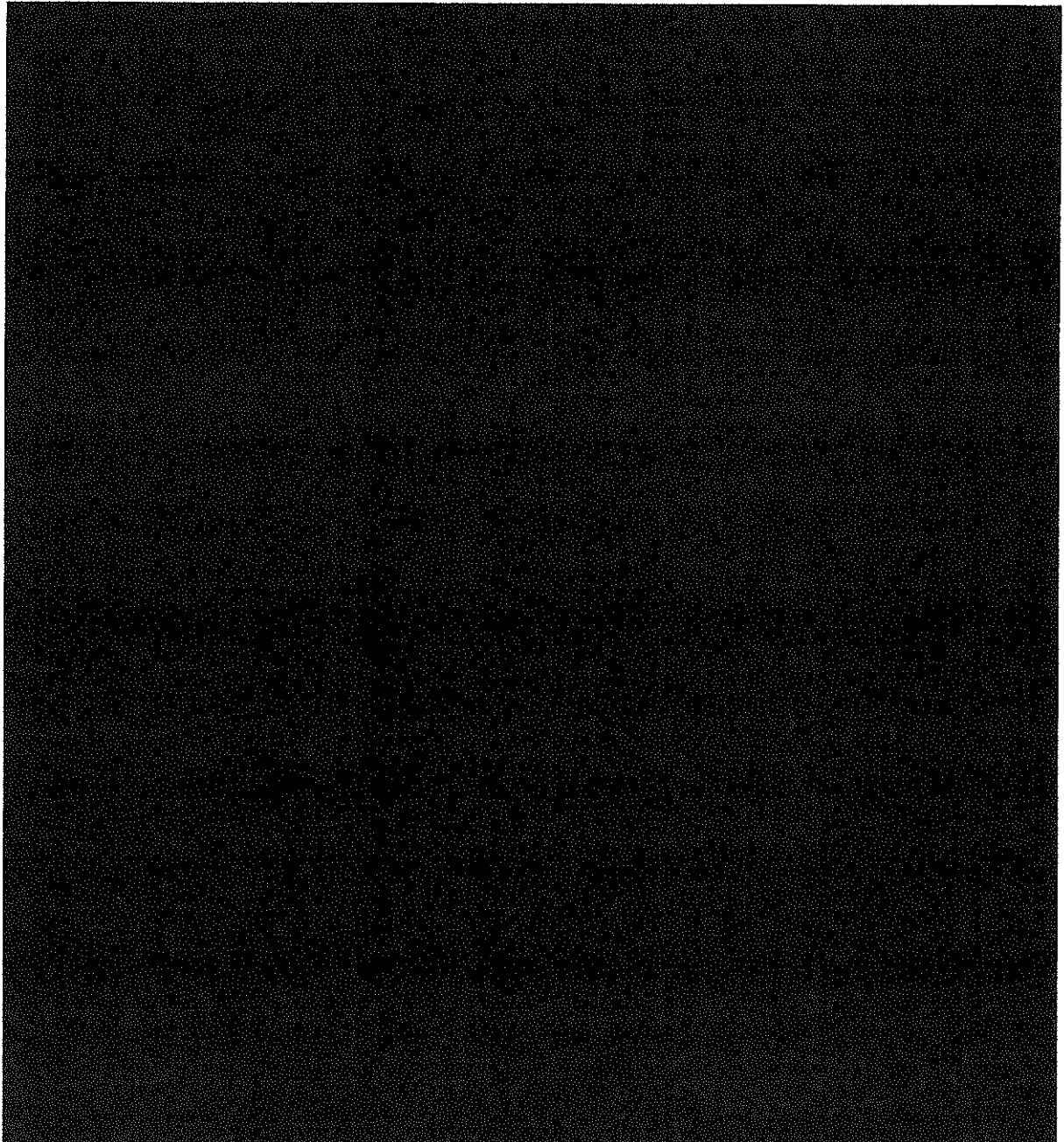
If and whenever during the Licence Period:

- 6.1.1 the Licence Fee, or any part of it, or any VAT payable on it, is outstanding for 14 days after becoming due, whether formally demanded or not; or
- 6.1.2 the Licensee breaches any obligation or other term of this Agreement; or
- 6.1.3 the Licensee, being an individual, becomes subject to a bankruptcy order or has an interim receiver appointed to one or more of his Properties; or
- 6.1.4 the Licensee, being a company or limited liability partnership, enters into liquidation whether compulsory or voluntary (but not if the liquidation is for

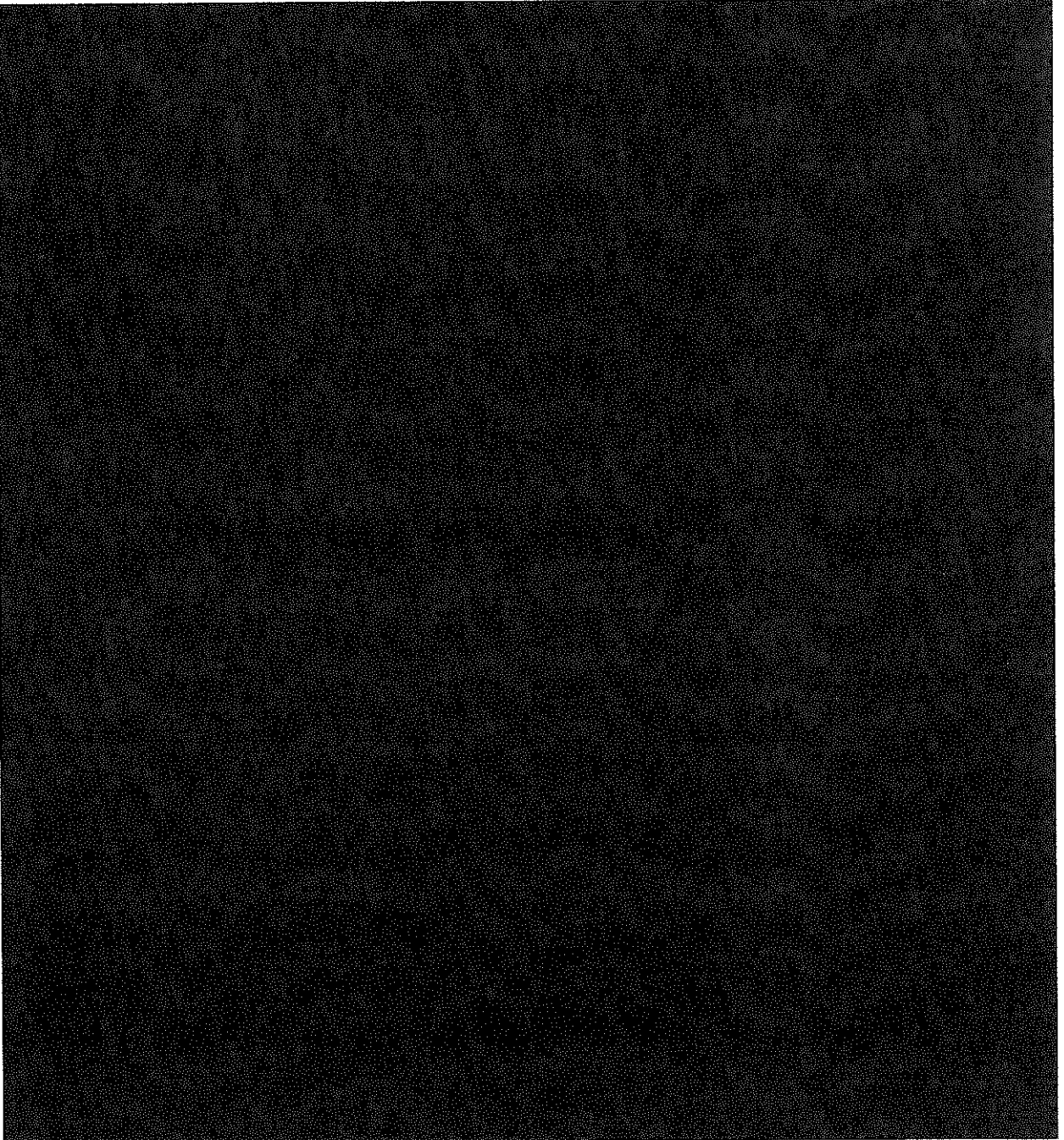
amalgamation or reconstruction of a solvent entity) or enters into administration or has a receiver appointed over all or any part of its assets; or

- 6.1.5 the Licensee enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors,

the Licensor may end this Agreement by giving 7 days' notice in writing to the Licensee and the Rights will then end but without prejudice to the Licensor's rights in respect of any breach of the Licensee's obligations contained in clause 3.



- 6.3 Any termination under this clause 6 shall be without prejudice to the rights of the Licensor against the Licensee in connection with any antecedent breach of any obligation subsisting under this Agreement



8. Licensor's rights

8.1 To obscure / remove the Screens

the Licensor may at any time obscure the Screen(s) or remove and subsequently reinstate the Screen(s) (or may request the Licensee to do the same) (at the Licensor's cost, expense and risk) for the carrying out of repairs, maintenance, decoration or rebuilding of the Property or Properties and/or the Supporting Structures or any part

thereof or otherwise for the purposes of its undertaking and (██████████) shall not be liable to the Licensee for any abatement of the payments due under this Agreement or for any economic loss, loss of production, loss of profit, loss of profitability, loss of use, loss of contract, loss of goodwill or for any indirect or consequential loss or damage whatsoever occasioned thereby.

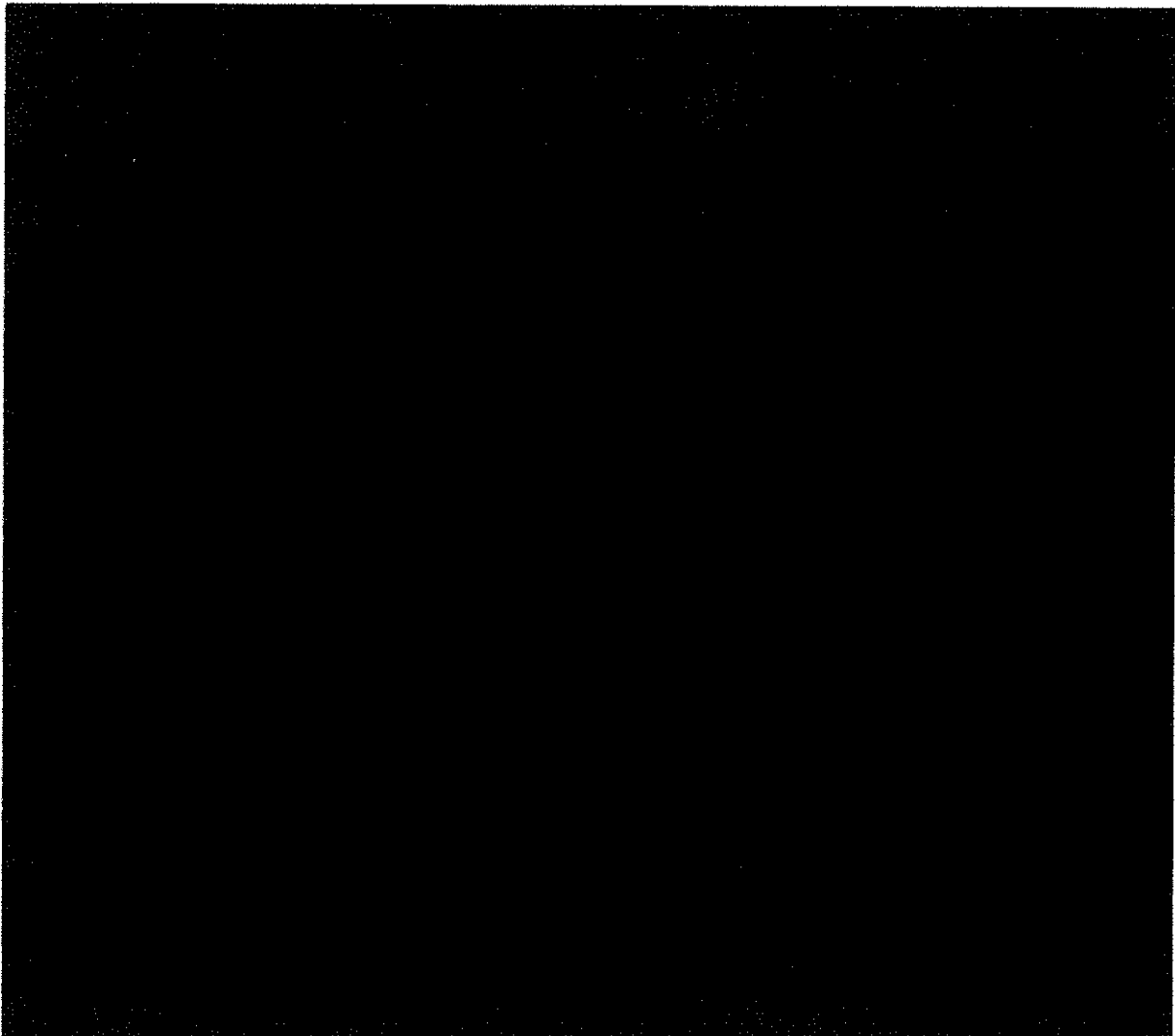
8.2 To use Digital Advertising Panels

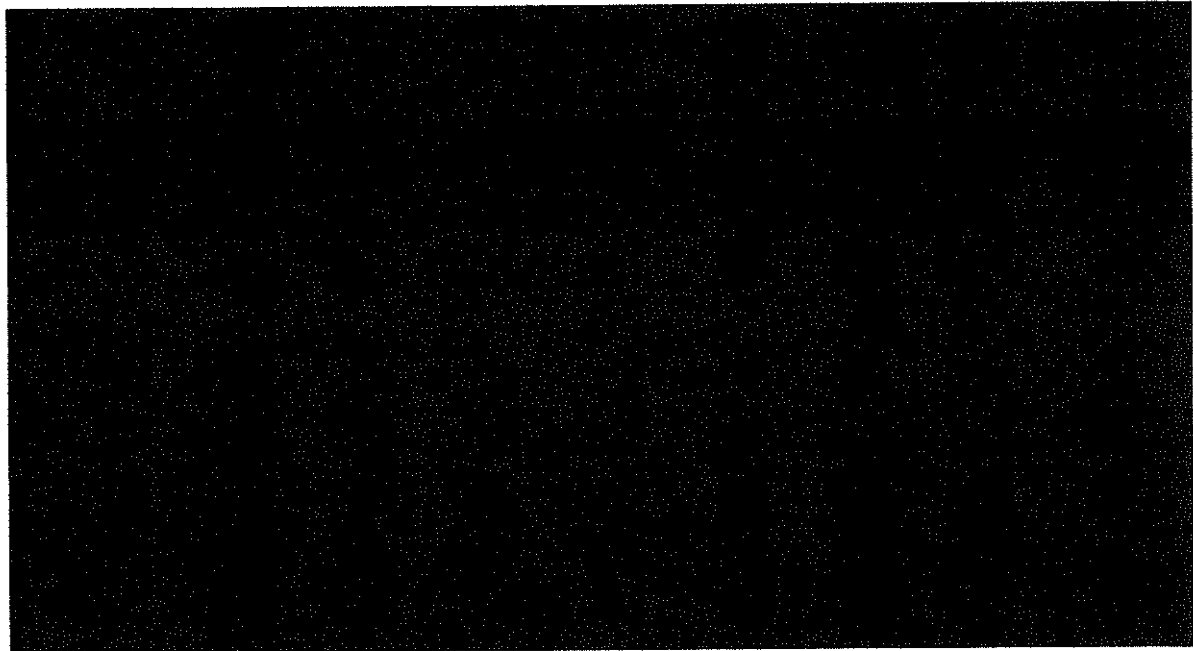
The Licensor may, subject to the Licensee's written approval but at no cost to the Licensor, use any one digital advertising Screen or Screens up to a maximum of 5% of airtime subject to availability in order to display the Licensor's public information messages.

8.3 Telecoms Equipment

The Licensee agrees that the Licensor has the right to install telecommunications equipment at the Properties for the propagation of signals in the licensed or unlicensed spectrums for the transmission and reception of voice and data provided that such installation does not materially interfere with the Licensee's use of the Screens.

9. Miscellaneous





9.2 No landlord and tenant relationship

The Licensee acknowledges that:

- 9.2.1 the Licensee shall access the Properties as a licensee only and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence; and
- 9.2.2 the Licensor retains control, possession and management of the Properties and the Licensee has no right to exclude the Licensor from the Properties.

9.3 Exclusion of warranty as to use

Nothing in this Agreement is to imply or warrant that the Properties may lawfully be used, or is physically suitable for the exercise of the Rights.

9.4 Exclusion of Licensor's liability

The Licensor shall not be liable for damage to any property of the Licensee, or for any losses, or other liability, incurred by the Licensee, or any person exercising the Rights, or in the purported exercise of the Rights, nor (except to the extent caused by the Licensor's negligence) for the death of, or injury to, any such person.

9.5 Economic loss, etc

The Licensor shall not be liable to the Licensee under the terms of this Agreement or otherwise for any economic loss, loss of production, loss of profit, loss of profitability, loss of use, loss of contract, loss of goodwill or for any indirect or consequential loss or damage whatsoever.

9.6 Exclusion of third party rights

Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

9.7 Notices

Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

9.7.1 to the Licensor: marked for the attention of the Director of Legal Services (and clearly marked identifying the property concerned and this Agreement) and sent to the Licensor at its office at Windsor House 42-50 Victoria Street London SW1H 0TL or at such alternative address and/or to such alternative officer as the Licensor may notify the Licensee from time to time;

9.7.2 to the Licensee: sent to its registered office address marked for the attention of Mr Jonathan Lewis and/or to such alternative officer as the Licensee may notify the Licensor from time to time.

9.8 No partnership or joint venture

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in this Agreement, neither party shall be deemed to be the agent of the other, nor shall either party hold itself out as the agent of the other.

9.9 Transparency

9.9.1 The Licensee acknowledges that the Licensor is subject to the Transparency Commitment.

9.9.2 The Licensee hereby gives its consent for the Licensor to publish this Agreement (and any agreed changes to this Agreement from time to time) (referred to in this clause 9.9 as "Contract Information") to the general public.

9.9.3 The Licensor may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Licensor may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in clause 9.10).

9.9.4 The Licensor may in its absolute discretion consult with the Licensee regarding any redactions to the Contract Information to be published pursuant to clause 9.9.2.

9.9.5 The Licensor shall make the final decision regarding publication and/or redaction of the Contract Information.

- 9.9.6 The provisions of this clause 9.9 will survive any termination of this Agreement for a period of 6 years from termination.

9.10 Freedom of Information

- 9.10.1 For the purposes of this Clause 9.10:

"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 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 the Licensor or by the Licensee on behalf of the Licensor; and

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

- 9.10.2 The Licensee acknowledges that the Licensor:

9.10.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Licensor to enable the Licensor to comply with its obligations under the FOI Legislation; and

9.10.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Licensee.

- 9.10.3 Without prejudice to the generality of Clause 9.10.2, the Licensee shall and shall procure that its sub-contractors (if any) shall:

9.10.3.1 transfer to the Licensor or such person as may be notified by the Licensor to the Licensee as being its contract manager each Information Request that it or they (as the case may be) receive as soon as practicable and in any event within two days (excluding Saturdays Sundays and public holidays) of receiving such an Information Request; and

9.10.3.2 in relation to Information held by the Licensee on behalf of the Licensor, provide the Licensor with details about and/or copies of all such Information that the Licensor requests and such details and/or copies shall be provided within five days (excluding Saturdays Sundays and public holidays) of a request from the Licensor (or such other period as the Licensor may reasonably specify), and in such forms as the Licensor may reasonably specify.

- 9.10.4 The Licensor shall be responsible 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. The Licensee shall not itself respond to any person making an

Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Licensor.

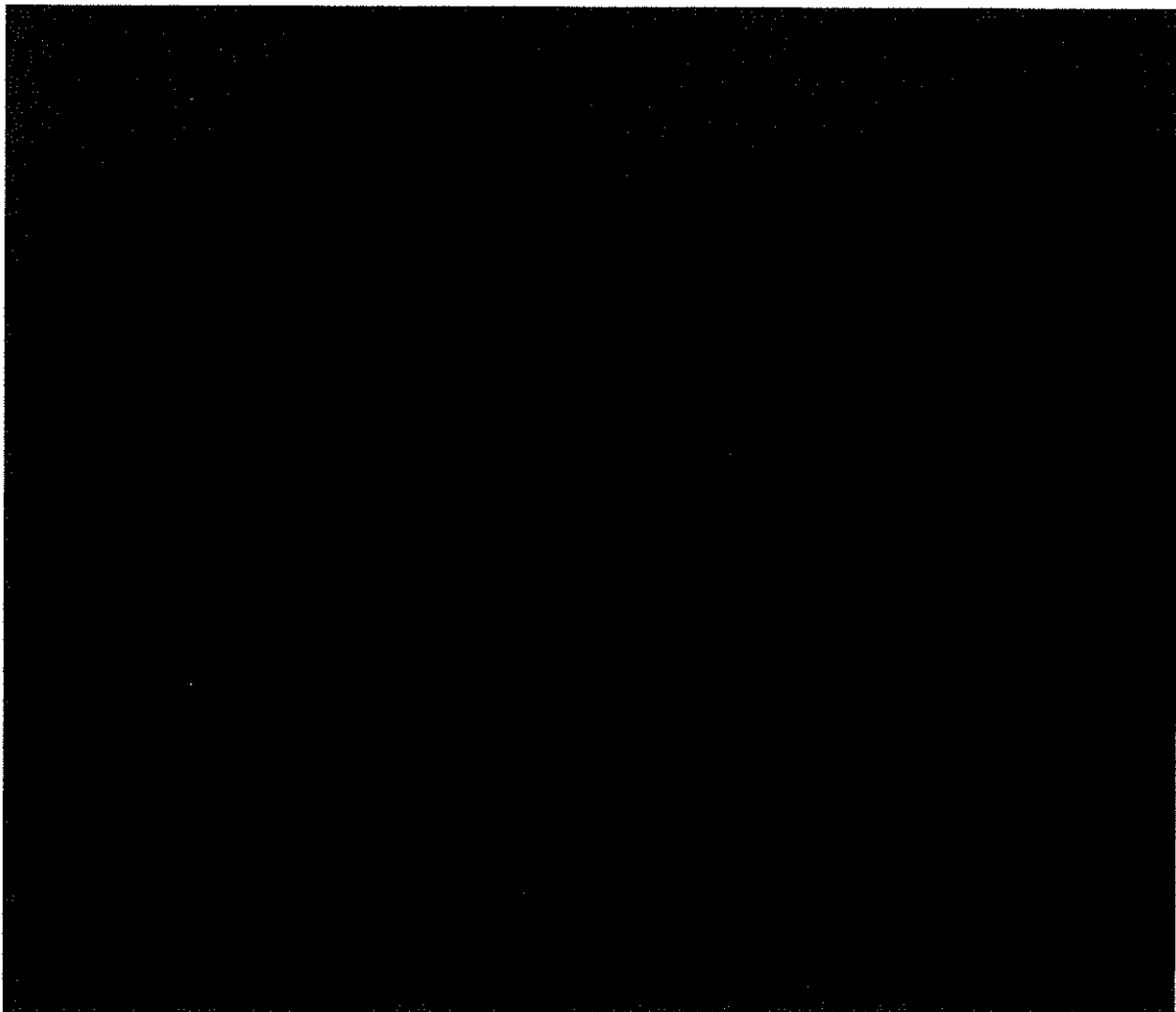
9.11 Licensor's Statutory Undertaking

The Licensee will raise no objections to the Licensor in the carrying on of its statutory undertaking notwithstanding that this may interfere with the permissions granted by the Agreement.

9.12 Governing law and jurisdiction

9.12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



9.14 The Licensor – powers, highway authority, safety, statutory obligations

- 9.14.1 This Agreement is entered into under section 156 of the Greater London Authority Act 1999 and also operates as an agreement under section 177 of the Highways Act 1980 to permit the Screens to overhang highway subject to the terms and conditions set out in this Agreement.
- 9.14.2 This Agreement does not confer on the Licensor any rights or interest in any highway.
- 9.14.3 Nothing in this Agreement shall prevent or restrict the Licensor in the proper discharge of its functions as highway authority.
- 9.14.4 No requirement for the Licensor to act reasonably or not unreasonably to withhold a consent or approval, nor any stipulation that a conclusion or decision by the Licensor is to be reached on a reasonable basis, shall diminish the Licensor's absolute discretion:
- 9.14.4.1 in relation to matters relating to safety; and/or
- 9.14.4.2 where the Licensor has to comply with a statutory obligation.
- 9.14.5 The Licensor shall not be liable to the Licensee for any costs or expenses incurred by the Licensee or for any loss or damage or other liability suffered by the Licensee as a result of a decision properly made by the Licensor pursuant to this Agreement on any question relating the safety of the members of the public or others notwithstanding that such decision may result in the Licensee being unable to proceed with or being delayed in the carrying out of the Works or incurring additional expenses or liability as a result of the decision provided that the Licensor shall use reasonable endeavours to mitigate as far as possible any loss damage or liability suffered by the Licensee.

9.15 Variation

No variation of this Agreement will be valid unless in writing and signed by authorised representatives of both parties in the form set out at the Seventh Schedule .

This Agreement has been entered into on the date stated at the beginning of it.

FIRST SCHEDULE

Part 1

(INITIAL PROPERTIES)

descriptions

Ealing, A40, UB6 8TA

Sun in the Sands, A102, Greenwich, SE3 7BQ

Royal Kingston, A3 New Malden, Kingston Upon Thames, KT3 5QW

Olympic Park, A12, Waltham Forest, E11 1HE

Heathrow Expressway, A312, Hillingdon, UB4 0JE

Blackwall Tunnel, A102, Tower Hamlets, E14 0NP

Putney, A3, Wandsworth, SW15 3TT

Wembley Way, A406, Brent, NW10 8LS

Part 2

(ADDITIONAL PROPERTIES)

descriptions

Royal Greenwich, A2 Greenwich, SE9 6ER

Target, A40, Ealing, UB5 5QL

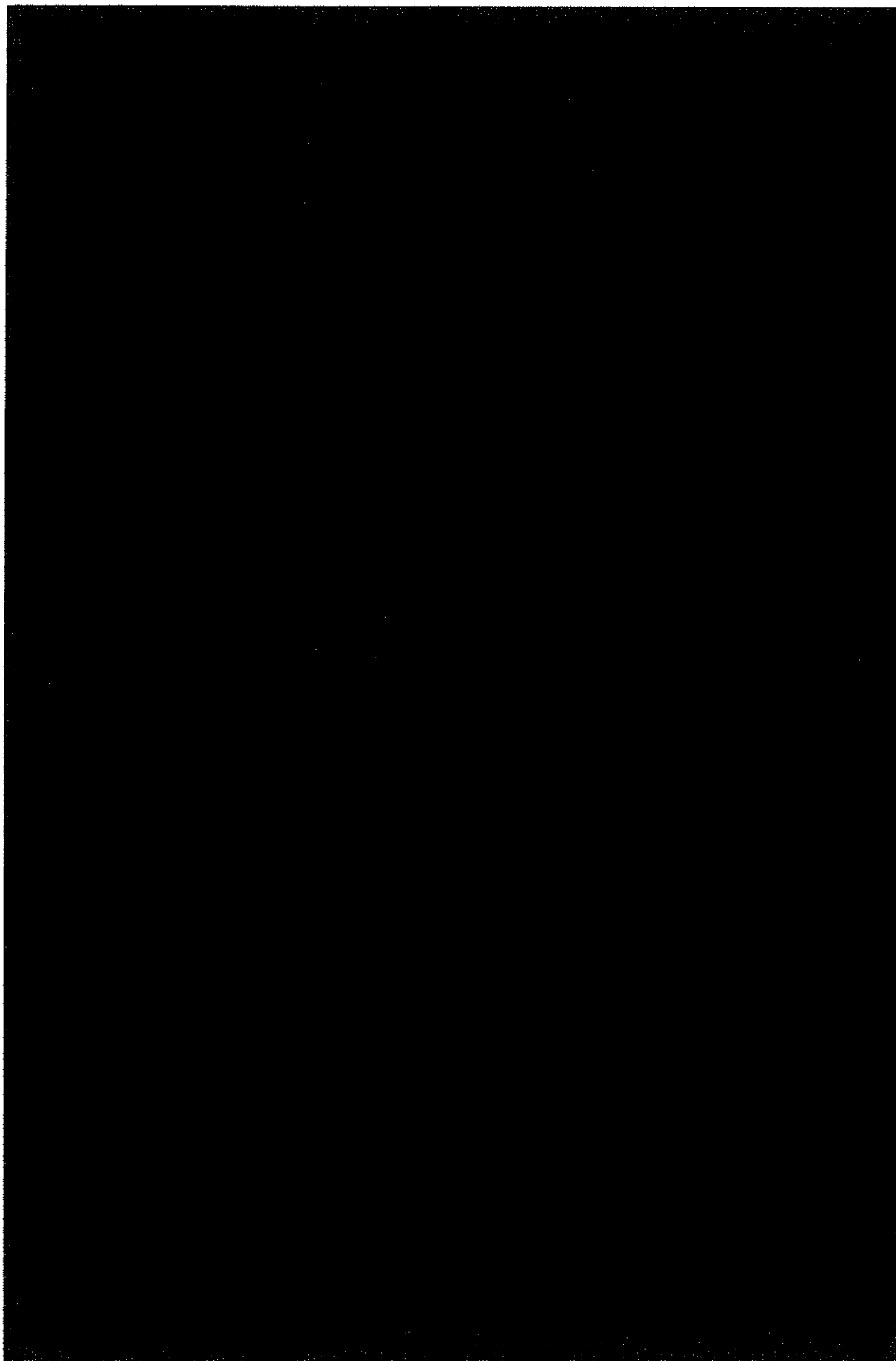
Forest Skyway, A406, Waltham Forest, E4 8SL

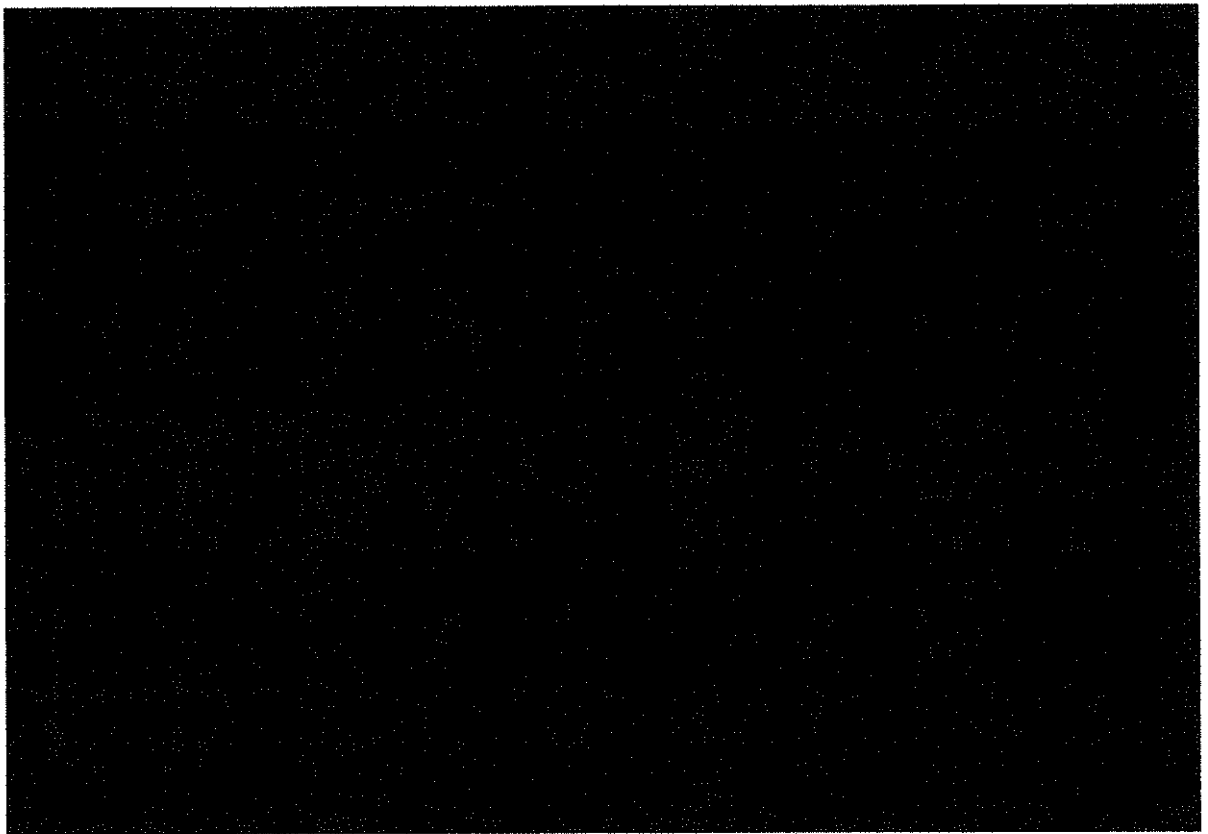
Tottenham Spur, Enfield, A406, E11 1HE

Bow, A12, Tower Hamlets, E3 2SP

Part 3

Plans



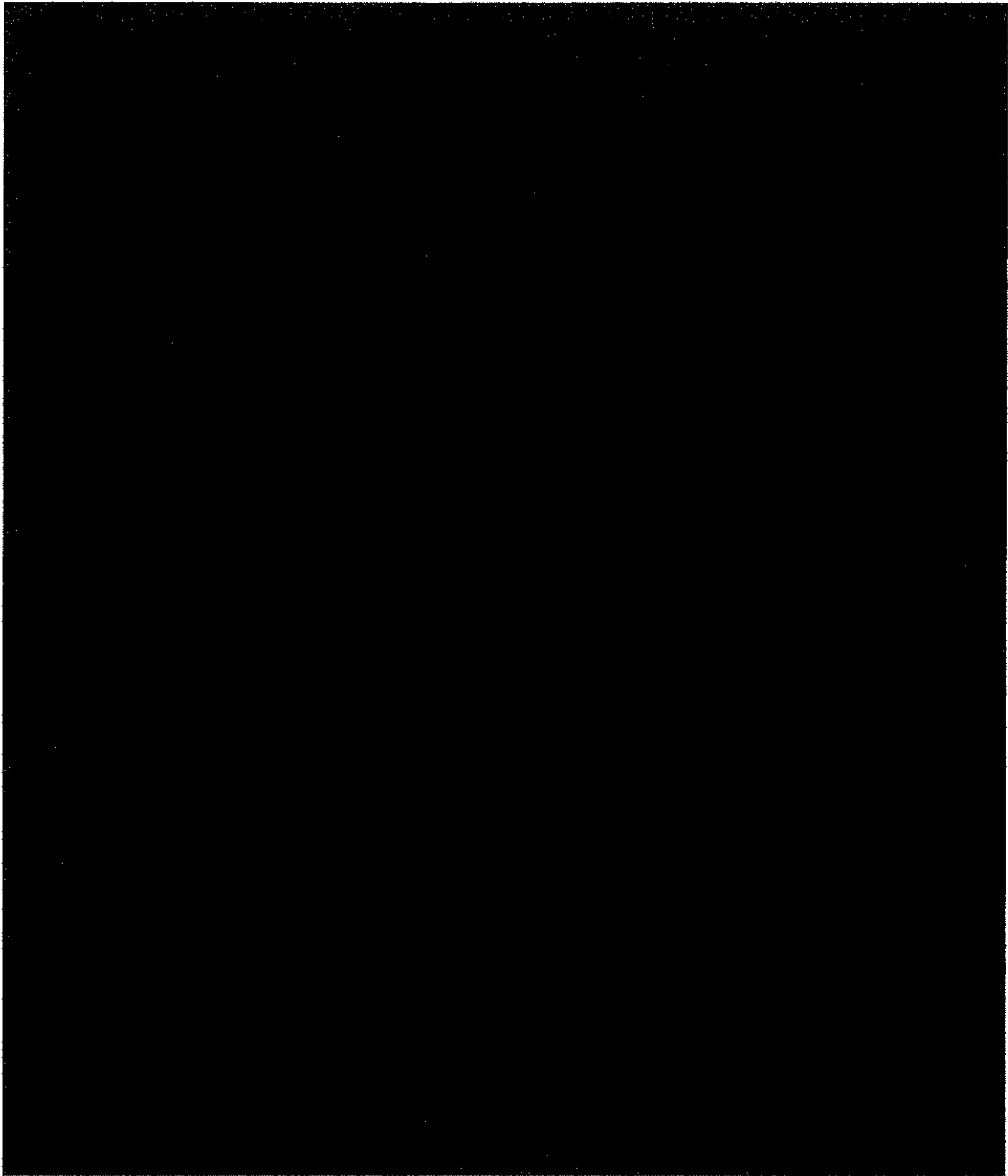


**THIRD SCHEDULE
(Operational Requirements)**

1. Illumination for the Screens must be below the limit set out in current guidance from the Institute of Lighting Professionals (currently a maximum illuminance of 300cd/m²).
2. The Licensee may not change the size, position or nature of the Screens without consultation with the Licensor whose decision shall be final and binding in such matters
3. The frequency for display changes shall be in accordance with the appropriate planning permission.
4. All vehicles associated with the construction and/or maintenance of the Screens and Supporting Structures must park and/or stop only at locations and within time periods permitted by on-street restrictions
5. A Construction and Service Management Plan (or similar) to demonstrate that the Screens can be constructed and serviced without causing disruption to the safe and smooth passage of traffic to the TLRN (Transport for London Road Network) must be submitted and approved by the Licensor
6. The Licensee must ensure that maintenance access is not impeded to any existing assets and/or power supplies including, without limitation, lighting, power, signage and LV power
7. Where applicable, adequate space must be provided to enable access equipment to be safely erected so that reactive lighting and power maintenance can be maintained at all times

FOURTH SCHEDULE
Third Party Rights

Transport for London will be entitled to enforce the benefit of this Contract subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and limited to the terms of this Contract relating to the standard of skill and care and the quality of the Works required of the Contractor



SIXTH SCHEDULE ADVERTISING POLICY

1. Purpose

1.1 The purpose of this policy is to set out high level principles, together with the decision making framework and criteria, governing the approval of advertisements which appear on TfL's services and information campaigns undertaken by TfL and to ensure TfL's compliance with its obligations in section 404 of the GLA Act.

1.2 In addition, TfL will ensure that advertisements which appear on TfL's services and information campaigns undertaken by TfL are consistent with the obligations in section 404 of the GLA Act.

1.3 All advertisements appearing on TfL's services and information campaigns undertaken by TfL must be in accordance with this policy.

2. Definitions

(a) **Advertisement** includes advertisements in any form proposed to appear on TfL's services and includes information campaigns undertaken by TfL.

(b) **The applicant** means the person seeking approval for an advertisement to appear on TfL's services.

(c) **The ASA** means the Advertising Standards Authority.

(d) **The Authority** means the Greater London Authority.

(e) **CAP** means the Committee of Advertising Practice

(f) **The Commissioner** means the Commissioner of Transport for London.

(g) **Days** means working days.

(h) **The GLA Act** means the Greater London Authority Act 1999.

(i) **The GLA Group** means the Greater London Authority, TfL, the London Development Agency, the Metropolitan Police Authority and the London Fire and Emergency Planning Authority.

(j) **The Mayor** means the Mayor of London.

(k) **TfL** means Transport for London.

(l) **TfL's services or a TfL service** means those services and facilities operated by or on behalf of TfL on which TfL has a right to approve advertisements, including (but not limited to) –

2

- (i) London Underground;
- (ii) London Buses;
- (iii) Docklands Light Rail;
- (iv) London Overground;
- (v) Croydon Tramlink;
- (vi) London's roads for which TfL is responsible;
- (vii) Public Carriage Office;
- (viii) London River Services;
- (ix) Victoria Coach Station;
- (x) London Transport Museum;
- (xi) Any cycle hire schemes; and
- (xii) Dial-a-Ride.

3. Required standards

3.1 Advertisements will not be approved for, or permitted to remain on TfL's services if, in TfL's reasonable opinion, the advertisement falls within any of the following categories.

- (a) The advertisement does not comply with the law or incites someone to break the law.
- (b) The advertisement does not comply with the British Code of Advertising, Sales Promotion and Direct Marketing.
- (c) The advertisement is inconsistent with the obligations in section 404 of the GLA Act.
- (d) The advertisement is likely to cause widespread or serious offence to members of the public on account of the nature of the product or service being advertised the wording or design of the advertisement or by way of inference.
- (e) The advertisement depicts men, women or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context. For example, while the use of underdressed people in most underwear advertising may be seen as an appropriate context, gratuitous use of an overtly sexual nature will be unacceptable.
- (f) The advertisement depicts or refers to indecency or obscenity or uses obscene or distasteful language.
- (g) The advertisement relates to lap-dancing, 'gentlemen's clubs', escort agencies or massage parlours.
- (h) The advertisement depicts direct or immediate violence to anyone shown in the advertisement.
- (i) The advertisement condones or provokes anti-social behaviour.
- 3
- (j) The advertisement relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate.
- (k) The advertisement contains images or messages which relate to matters of public controversy and sensitivity.
- (l) The advertisement refers to or portrays (or gives the impression of portraying) a living person unless the written consent of that person is obtained and is produced to TfL. TfL require an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted.
- (m) The advertisement contains negative references to TfL's services or those services provided or regulated by other members of the GLA group.
- (n) The advertisement is likely to be defaced due to the subject matter or due to the inclusion of a high proportion of blank space.
- (o) The advertisement may adversely affect in any way the interests of the site owner.
- (p) The advertisement relates to a political party or parties or a political cause.
- (q) The advertisement uses handwriting or illustrations that would suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti, after it has been posted.
- (r) In the case of digital media, the advertisement must not pose a health and safety risk as a result of flickering or other visual imagery.

3.2 TfL roundels or other intellectual property owned by TfL may only be used in accordance with any further guidelines and/or licensing system which may be in place.

3.3 Individual TfL services may specify further requirements in relation to advertising on those services which must be adhered to.

4. Approval or rejection of advertisements to appear on a single TfL service Decision to approve or reject advertising

4.1 A decision as to whether an advertisement complies with the standards required by this policy shall be the responsibility of the relevant custodian nominated in relation to that TfL service as set out in paragraph 9.2 below.

4.2 Prior to deciding whether an advertisement complies with the standards required by this policy, the relevant custodian may consult CAP as to whether the advertisement complies with the British Code of Advertising, Sales Promotion and Direct Marketing. The relevant custodian may, at his discretion, take any response from CAP into account when determining whether an advertisement complies with the standards required by this policy.

4.3 The relevant custodian shall notify the applicant in writing as soon as is reasonably practicable following receipt of the advertisement by the custodian whether the advertisement is approved or is rejected.

Proposed rejection of advertising

4.4 If the custodian considers that the advertisement does not comply with the standards required by this policy and should be rejected, the custodian:

(a) may propose or invite from the applicant reasonable variations to the advertisement to achieve compliance with the standards required by this policy; and/or

(b) may, if considered necessary, consult the Director of Group Marketing and/or the Managing Director, Marketing and Communications on the proposed rejection of the advertisement

Rejection of advertisements

4.5 If the advertisement is rejected, the notification referred to in paragraph 4.3 shall include details of the reasons why the custodian considered that the advertisement did not comply with the standards contained in this policy.

4.6 The custodian will notify all other custodians, the Director of Group Marketing and the TfL Press Office that the advertisement has been rejected and specify the reasons why the advertisement did not comply with the standards contained in this policy.

5. Decisions by the Director of Group Marketing

5.1 The Director of Group Marketing shall be responsible for the following decisions -

(a) Where an advertisement is submitted to appear on more than one TfL service and the relevant custodians cannot agree whether the advertisement complies with the standards required by this policy. 5

(b) Where -

(i) an advertisement has been submitted to appear on one TfL service and has been rejected by the responsible custodian for that TfL service; and

(ii) the same or comparable advertisement is subsequently submitted to appear on a different TfL service and the custodian of the second TfL service considers that the advertisement does comply with the standards required by this policy.

5.2 If the Director of Group Marketing decides that an advertisement referred to in paragraph 5.1 does not comply with the standards required by this policy, the process contained in paragraphs 4.3 to 4.6 of this policy shall apply except the reference in paragraph 4.4(b) to the Director of Group Marketing shall be deleted.

6. Approval and amendment of policy

6.1 This policy was approved by the Commissioner.

6.2 This policy will be subject to review within 12 months or otherwise as considered necessary by the Director of Group Marketing.

7. Legal Framework

7.1 TfL has issued this policy pursuant to paragraph 1(3) of Schedule 10 to the GLA Act which provides -

'It shall be within the capacity of Transport for London to do such things and enter into such transactions as are calculated to facilitate, or are conducive or incidental to, the discharge of any of its functions.'

7.2 Section 404 of the GLA Act provides that when exercising its functions, the Authority, including the Mayor, have a duty to have regard to the need -

(a) *'to promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;*

(b) *to eliminate unlawful discrimination; and*

(c) *to promote good relations between persons of different racial groups, religious beliefs and sexual orientation.'*

7.3 The Mayor has directed TfL under sections 154 -155 of the GLA Act that TfL shall comply with the requirement contained in section 404 of the GLA Act in exercising its functions.

8. Policy Owner

8.1 This policy is owned by the Director of Group Marketing

9. Custodian

9.1 Each TfL service will nominate one person to act as a custodian on behalf of the Director of Group Marketing in respect of this policy on that TfL service.

9.2 Custodians on behalf of the Director of Group Marketing are listed below.

TfL service Custodian

London Underground Ann Cumming
London Buses Paul Amlani-Hatcher
Docklands Light Rail Simon Dobson
London Overground Julie Dixon
Croydon Tramlink Julie Dixon
London's roads Paul Amlani-Hatcher
Public Carriage Office Paul Amlani-Hatcher
London River Services Paul Amlani-Hatcher
Victoria Coach Station Paul Amlani-Hatcher
London Transport Museum Sam Mullins
Dial-a-ride Paul Amlani-Hatcher

10. Publication

10.1 This policy shall be published on TfL's website and shall be provided to persons proposing to submit advertising for appearance on TfL's services.

Approved by the Commissioner
Peter Hendy

Date

**SEVENTH SCHEDULE
FORM FOR VARIATION**

Agreement Parties *[to be inserted]*

Agreement Number *[to be inserted]*

Variation Number *[to be inserted]*

TfL Contact Telephone *[to be inserted]*

Email *[to be inserted]*

Date *[to be inserted]*

AUTHORITY FOR VARIATION OF AGREEMENT (AFV)

Pursuant to Clause 8.15 of the Agreement, authority is given for the variation to the Agreement as detailed below. The duplicate copy of this form must be signed by or on behalf of the Licensee and returned to [] as an acceptance by the Licensee of the variation shown below.

•	DETAILS OF VARIATION	•	AMOUNT (£)
•	•	•	•
•	•	•	•
•	ALLOWANCE TO TfL	•	•
•	EXTRA COST TO TfL	•	•
•	TOTAL	•	•

For TfL (signed)

(print name)

• ACCEPTANCE BY THE LICENSEE	
•	•
• Date	• Signed

~~EIGHTH SCHEDULE~~
~~COMMERCIAL RATES~~

K A
T L
18/8/16

SIGNED by [NAME] [REDACTED]
duly authorised to sign
for and on behalf of
TRANSPORT FOR LONDON

Date: 11/08/16

SIGNED by [NAME] [REDACTED]
duly authorised to sign
for and on behalf of
[NAME] OUTDOOR PLUS LTD

Date: 11th August 2016