

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 01 November 2018 12:56  
**To:** [REDACTED]  
**Subject:** [EXTERNAL EMAIL] Velo Birmingham & Midlands agreement  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf  
**Importance:** High

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Dear [REDACTED]

Please find attached the Velo Birmingham & Midlands hosting agreement that we recently agreed.

I have signed the document and will be grateful if you could do the same and return it to me - a scanned copy will be perfectly acceptable.

I can also confirm that preparations for the event are all going well but if you have any questions please let me know

Thanks,

[REDACTED]

[REDACTED]







██████████  
Chief Officer - Environmental Services  
Dudley MBC  
Environmental Services Division  
Lister Road Depot  
Lister Road  
Dudley  
West Midlands  
DY2 8JW

19 October 2018

Dear ██████████

**Velo Birmingham – Local Authority Partner**

**CSM Contract Reference Number: CSMACT043**

This Letter of Agreement ("LOA") sets out the terms of the agreement between:

- (1) **CSM Active Ltd** (company number 10225082) whose registered office is PO Box 70693, 62 Buckingham Gate, London SW1P 9ZP ("**CSM**"); and
  - (2) **Dudley Metropolitan Borough Council** of the Council House, Priory Road, Dudley DY1 1HF ("**Partner**")
- (together the "**Parties**")

in relation to the staging of an annual closed roads mass participation cycling event in the West Midlands in 2019 (the "**Event(s)**").

Under separate contractual arrangements through Birmingham City Council, CSM have been engaged to stage the Events.

The Partner wishes to support such Events on the terms and conditions set out in this LOA.

The parties agree as follows:

1. **Term:** This LOA shall take effect when it is signed and dated by both Parties and shall continue until 1 June 2019, unless terminated in accordance with clause 8 (the "**Term**").

## **2. CSM's Obligations**

### **2.1. CSM shall:**

- 2.1.1. be primarily responsible for the organisation, staging, safety and image of the Events;
- 2.1.2. make all strategic decisions relating to the Events and consult regularly with the Partner in relation to the Events;
- 2.1.3. consult with all relevant authorities within Dudley in relation to the staging of the Events (including, without limitation, the police, parking control and traffic management);
- 2.1.4. maintain at its own expense comprehensive third party public liability insurance from a reputable insurance company with cover to the value of at least £10m to protect against any and all claims, actions, personal injuries, losses and damages arising under this LOA;



- 2.1.5. as between CSM and the Partner, be responsible for and retain all commercial rights to each Events (including, without limitation, sponsorship, broadcast, other media, partnerships and entries), and shall be freely entitled to enter into such agreements;
  - 2.1.6. procure branding exposure for the Partner in relation to the Events (such as advertising, Event website and promotional materials); and
  - 2.1.7. provide the Partner with twenty five (25) General Entry places for each Event (free of charge but not for resale; usage must comply with the relevant Event participation terms and all applicable laws relating to data protection and promotions).
- 2.2. For the avoidance of doubt, CSM shall be under no obligation to stage the Events within Dudley if, in CSM's reasonable opinion, it would not be viable to do so.

### **3. Partner Obligations:**

#### **3.1. The Partner shall:**

- 3.1.1. provide reasonable support and assistance to CSM (and, where required, Birmingham City Council) with the organisation, staging, safety and image of the Events within Dudley (including, without limitation, the planning of the Event routes, traffic management planning, arranging necessary approvals, community and business communications, pro-actively promoting and publicising the Events, and any other activity required in facilitating the smooth running of the Events);
- 3.1.2. procure at no cost, full road closures required for the Events within Dudley (it being acknowledged that, as at the date of this LOA, the road closures and timings required for the 2019 Event are set out in Appendix 1);
- 3.1.3. provide and procure reasonable support and cooperation in respect of all relevant authorities within Dudley in the staging of the Events (including, without limitation, the police, parking control and traffic management);
- 3.1.4. cooperate and provide reasonable access and assistance to CSM (and, where required, Birmingham City Council) and any third party Event partners;
- 3.1.5. where appropriate, make introductions to potential commercial partners for the Events in the Dudley business community;
- 3.1.6. procure that there is no Partner supported mass participation event involving road closures within Dudley for the period of one month either side of each annual iteration of the Event; and
- 3.1.7. not knowingly and/or intentionally do or permit anything to be done which might adversely affect the rights of each of CSM or Birmingham City Council, or any of the commercial rights associated with the Events (or the value of such rights), and shall provide reasonable assistance to CSM (and, where required, Birmingham City Council) in relation to the protection and use of such rights.
- 3.1.8. undertake and provide the Traffic Management (including the provision of its own staff ) of the Event(s) within the Borough of Dudley for and on behalf of CSM in respect of the Route more particularly set out at Appendix 1 for which the Partner shall charge CSM a maximum of £2500.

### **4. Costs**



4.1. With the exception of clause 3.1.8 above any staff costs (including, without limitation, officer time, costs and expenses) incurred by the Partner in relation to this LOA shall be borne by the Partner.

4.2. Any additional costs incurred by the Partner may be reimbursed by CSM provided in all cases that CSM has approved the Partner incurring such itemised costs in advance in writing.

**5. Intellectual Property:**

5.1. No party shall acquire any interest in any Intellectual Property of another party, except as expressly provided in this LOA.

5.2. Each party hereby grants the other party, a worldwide, non-exclusive, royalty-free, non-transferable, licence for the Term to use its Intellectual Property in connection with this LOA solely for purposes of enabling each party to exploit its rights and comply with its obligations under this LOA.

**6. Confidentiality**

6.1. Each party shall use the confidential information of the other party only for the proper performance of its duties under this LOA and shall not without the disclosing party's written consent disclose or permit the disclosure of the confidential information except in confidence for the proper performance of its duties under this LOA to those of its employees, officers and professional advisers who need to have access to it.

6.2. The provisions of clause 6.1 shall not apply to confidential information which (i) was known to the receiving party before receipt, (ii) is in or enters the public domain through no wrongful default by or on behalf of the receiving party or (iii) was received from a third party without similar obligations of confidence or (iv) if required to be disclosed by law, including the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

6.3. The provisions of this clause 6 shall survive any termination or expiry of this LOA.

**7. Communications:** The text of any press release or communication concerning the Events and/or the partnership between CSM, Birmingham City Council and the Partner shall, unless it is otherwise agreed, be subject to CSM's prior written approval. CSM agrees to share any significant press releases to the Partner, in order for Partner to comment on the content of such press releases, in advance of public distribution (subject to any urgent statements) and where possible will incorporate Partner's requests in relation to such press release.

**8. Termination**

8.1. Either CSM or the Partner may terminate this LOA upon giving thirty (30) days' written notice if the other is in material breach of any term or condition of this LOA and has failed (in the case of a breach capable of being remedied) to remedy the breach within fourteen (14) days of a written request to do so.

8.2. CSM may terminate this LOA immediately upon giving written notice: (a) within sixty (60) days after the staging of each Event; or (b) if CSM ceases to have the right to stage the Events (for any reason).

8.3. The termination of this LOA for any reason shall not affect those provisions expressly or implicitly having effect after termination and, in the case of termination pursuant to clause 8.1, shall be without prejudice to any other right or remedy of any party in respect of the breach concerned (if any) or any other breach.

**9. Liability**

9.1. Nothing in this LOA shall limit the liability of any party for death or personal injury resulting from its negligence or for fraudulent misrepresentation or for any liability which cannot be excluded by law.

9.2. No party to this LOA shall be liable to another party for any indirect or consequential loss.

9.3. Except as stated in clause 9.1, the aggregate liability of each party to the other party with respect to all claims under or in connection with this LOA shall be limited to damages not exceeding £500,000.

**10. Warranties:**

10.1. Each party warrants and undertakes to the other that:



- 10.1.1. it has full power and authority to enter into this LOA; and
- 10.1.2. it shall not, in entering into this LOA or in performing its obligations hereunder be in breach of, or be prevented or delayed in the fulfilment of its obligations by:
  - 10.1.2.1. any provision of its constitutional documents;
  - 10.1.2.2. any contractual or other obligation owed by it to any other person; or
  - 10.1.2.3. any laws or regulations in its jurisdiction of incorporation or any order, decree or judgment of any court or any governmental entity;
- 10.1.3. in the performance of its obligations hereunder and for the duration of the Term, it shall comply with:
  - 10.1.3.1. the UK Data Protection Act 2018 and the General Data Protection Regulation (EU2016/679) (and any replacement act thereof) and all other applicable laws, regulations, codes and sanctions relating to data privacy and information security;
  - 10.1.3.2. the UK Bribery 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
  - 10.1.3.3. any trade, export controls, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the authorities of the United Kingdom;
  - 10.1.3.4. the Modern Slavery Act 2015 and all other applicable laws, regulations, codes and sanctions relating to anti-slavery and human trafficking.

## 11. General

- 11.1. This LOA is intended to be legally binding upon the parties.
- 11.2. This LOA, or any provision thereof, may be amended or modified only with the mutual consent of the parties as set out in writing, signed by an authorised representative, and expressly stating the parties' intent to amend this LOA.
- 11.3. All notices between the parties with respect to this LOA shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served: (i) on delivery if delivered by hand; (ii) 48 hours after sending if sent by first class post or recorded delivery; or (iii) on sending if sent by email (provided that a copy is also sent by post in accordance with (ii) above), provided that in each case: (a) the notice is sent to the address of the addressee in this LOA (or such other address as the addressee may from time to time have notified for the purpose of this clause); and (b) in relation to notices served on CSM, a copy of such notice is also sent by email to: [esm.legal@esm.com](mailto:esm.legal@esm.com).
- 11.4. The Parties record that in the interests of good relations between them they will endeavour to resolve any issue of dispute between them before resorting to litigation but this will not oblige an aggrieved party to attempt to resolve any issue amicably or by negotiating if it has formed the view that this is not likely to be achievable.
- 11.5. This LOA and any dispute or claim arising out of or in connection therewith (including any non-contractual claim or dispute) shall be governed by and construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the English courts.

All warranties and undertakings shall, unless otherwise expressly stated, continue in full force and effect during the Term.



**Signed and Agreed as follows:**

[Redacted signature area]

**for and on behalf of CSM Active Limited**

[Redacted signature area]

**for and on behalf of Dudley Metropolitan  
Borough Council**

[Redacted name area]

**Name**

[Redacted name area]

**Name**

[Redacted date area]

**Dated**

[Redacted date area]

**Dated**



**APPENDIX 1**  
**2019 EVENT – ROUTE PLAN AND TIMINGS**  
**[to be inserted]**

CSM Active Limited, PO BOX 70693 62 Buckingham Gate, London, SW1P 9ZP, United Kingdom +44 20 7259 8350  
Registered in England No: 10225032

[www.csm.com](http://www.csm.com)     [@csm\\_worldwide](https://twitter.com/csm_worldwide)