

**SUPPORT FOR THE
2017 NEC WHEELCHAIR TENNIS MASTERS**

Presented by the Head of Sport & Leisure

EXECUTIVE SUMMARY

This paper provides information on the Authority's and partners proposed support for November 2017's NEC Wheelchair Tennis Masters event at the Lee Valley Hockey & Tennis Centre.

It is proposed that the Authority makes a financial commitment of £21,259 following commitment from other partners.

The NEC Wheelchair Tennis Masters event which has been hosted at the venue since 2014 is the end of year climax to the wheelchair tennis season. The top 8 world ranked male and female wheelchair tennis players and the top 6 world ranked quad players compete over a week long competition. A prominent, invitation only event, the NEC Wheelchair Tennis Masters is the pinnacle of the International Tennis Federation's Uniqlo Wheelchair Tennis Tour, which currently hosts over 150 tournaments across 36 countries.

RECOMMENDATIONS

- Members Approve:
- (1) support for the event with a direct contribution from the Authority to the Lee Valley Leisure Trust of £21,259; and
 - (2) entering into a Venue Use Agreement with the Tennis Foundation on confirmation the bid has been won.

BACKGROUND

- 1 The Authority accepted handover of the Lee Valley Hockey & Tennis Centre (LVH&TC) in June 2014 after an extensive period of transformation works following the London 2012 Games. One of the key purposes of the LVH&TC is as a Paralympic Tennis venue which was a promise set out to the International Olympic Committee (IOC), International Paralympic Committee (IPC) and International Tennis Federations (ITF) within the UK's bid for the London 2012

Games. The venue has already successfully hosted the NEC Wheelchair Masters in 2014, 2015 and 2016.

- 2 In November 2015 Members approved (paper E/427/15) a process for National Governing Bodies (NGB's) to follow when seeking support from the Authority and an associated decision making criteria which applications will be scored against. This more commercial, clear, transparent process and associated criteria was communicated to the following organisations following Member approval:

- all relevant NGB's;
- UK Sport;
- Sport England (SE);
- Greater London Authority (GLA); and
- London & Partners.

Detailed work is being undertaken with NGB partners to plan the major event bidding programme for the next four years with a number of bids across a range of sports being prepared for early 2017.

- 3 As detailed in paper E/435/16 Authority officers have been working closely with the Tennis Foundation (TF) to ensure any future event funding is in line with the recommendations approved by Members in November 2015 for which this bid has followed.

THE 2017 NEC WHEELCHAIR TENNIS MASTERS

- 4 The event is open to men and women players and comprises of the top 8 world ranked wheelchair tennis players and the top ranked quad players. The round robin format, akin to the ATP World Tour Finals and WTA finals, guarantees a player must face at least four of the top eight players in the world to gain the title.
- 5 The proposed dates for the event and exclusive use of the venue are from 29 November to 3 December 2017. There will also be an additional non-exclusive 12 days usage of the venue for internal and external bump in and bump out. The Hockey programme can continue during this period.
- 6 The overall commercial rights for the event are held by the ITF including the title sponsor which is presently NEC. The TF has the rights to a certain number of commercial packages. In addition, the BBC will be covering the event through their red button, website services and a highlights package on BBC2 attracting an estimated 300,000 people expected to engage through these media platforms.
- 7 Additional infrastructure is required to support the event. It involves a temporary indoor stand accommodating approximately 600 spectators and large marquees being erected around the venue to house the community engagement programme, while another external marquee structure will be used as a volunteer steward's rest area.

Unlike with Hockey, there are no real opportunities other than a new tennis hall (which is at feasibility stage) that a capital support programme could help elevate the revenue contributions made.

- 8 The event is largely funded by the TF with the full partner contributions detailed below;
- Lawn Tennis Association (LTA) – cash contribution of up to £297,583;
 - Sport England (SE) – cash contribution of £50,000, to be confirmed in January 2017.

If Members approve the recommendations of this report, the partner funding would total £347,583.

ISSUES FOR THE AUTHORITY

- 9 As per the Authority's major events support process, the 2017 NEC Wheelchair Tennis Masters has been assessed accordingly to the following criteria:

Financial – The robustness and deliverability of the business plan and its process to create an economic benefit for the Authority and Trust:

- overall financial risk;
- increased revenue through the venue (i.e., increased food & beverage sales);
- profitability level;
- increased stays at Trust visitor accommodation.

Community Engagement – To fully maximise community engagement across the region, this includes an increase in opportunities for sports, volunteering and workforce development:

- a focus on sports participation, particularly in hard to reach communities and people new to the sport;
- sports programmes that can demonstrate longevity and a real commitment to ensuring lasting participation;
- ability to support the Authority in delivery of its Lottery Funding Agreement (LFA) targets;
- opportunities for event volunteering, particularly in hard to reach communities and people not currently involved in the sport;
- a commitment to workforce development, mentoring and training, providing people new to the sport with opportunities to engage at a major event.

Exposure – The level at which the event can positively expose the Authority, regionally, nationally and internationally:

- event status to create a greater awareness of the venue and its facilities;
- broadcast plan and reach;
- media plan and reach;
- credibility of event.

Strategic Value – The level at which the event meets the strategic objectives of the Authority:

- delivering a regional audience with a non-riparian focus;
- support the Authority in becoming a must visit destination;

- stakeholder engagement.

The event scored a total of 65.36 out of 100 on the above scoring matrix with the minimum support level set at 65, section scores are as follows:

- Financial – 22.76 out of 40;
 - Community Engagement – 23.25 out of 30;
 - Exposure – 12 out of 20;
 - Strategic Value – 7.35 out of 10.
- 10 The proposed £21,259 payment to the Trust by the Authority is to cover the costs associated with the hire of the venue, direct costs and loss of potential income. Therefore from the TF's perspective it is receiving £21,259 of value in kind (VIK) for the event from the Authority.

Authority officers have worked closely with the Trust and TF to reduce this cost which by managing the bump in and out process more effectively a £20,000 saving has been achieved. Previous VIK support for the event totalled £42,000 per event.

- 11 Below is an overview of the benefits and opportunities the Authority and Trust will gain from the event which are in line with the proportion of support being made:

Financial

- all catering income will be retained by the Trust which is estimated to be net benefit of £2,000;
- Trust campsites will be advertised to spectators, volunteers and officials, potentially increasing sales/hires at these sites.

Community Engagement

- the community engagement element of the event will consist of five key themes;
- the event will provide an exciting and engaging facility in-venue to get spectators, school and college students and local community groups to have fun, try the sport out and sign them up/signpost them to existing local opportunities and facilities (including LVH&TC);
- a regional 'ball crew' project will be developed to recruit and train 64 young people to perform the role during the tournament;
- offering a major schools programme to primary and secondary school children across the region that includes tickets to the tournament itself, the chance for a programme of coaching sessions with a coach in the school in the run up to the event and an elite player involvement programme;
- utilising existing activity under the LTA's London Participation Strategy and the East London Disability Tennis Network to cross promote the opportunity to play tennis and the opportunity to see elite Paralympic sport at a new indoor community facility;
- a volunteer programme that will recruit local people to help run the event, welcome spectators and ease accessibility to/from as well as within the LVH&TC;
- a locally directed communications and marketing campaign to raise the profile of the event and the sport's profile locally, boosting attendance and numbers playing the sport;
- in 2015 1,502 individuals took part in the activity zone of which 1,118

were school children and 384 came from community groups. It is expected that these figures will be exceeded in 2017.

Exposure

- the final two days of the event are normally streamed on the BBC website and put onto the BBC red button;
- the whole event is streamed onto the LTA, TF and ITF websites;
- in 2016, 300,000 people tuned in via the BBC red button, the BBC2 highlight's programme and 100,000 people watched clips through Channel 4's social media channels;
- previous events in 2014, 2015 and 2016 attracted high level media coverage with BBC London, Get Inspired, 5Live and BBC Sport websites all covering the event. The event will look to further enhance these opportunities in 2017.

Strategic Value

- access to event imagery and video footage for Authority and Trust marketing activities;
- access to all the email addresses from ticket holders opting in to be used for specific targeted marketing initiatives.

The Authority and Trust benefits detailed above are safeguarded through specific clauses outlined within the venue use agreement with the TF. The TF has signed a head of terms which detail these benefits and should Members approve the recommendation in paragraph 13 of this report a full Venue Use Agreement (VUA) will be entered into by March 2017. From this the associate side agreement is then put in place with the Trust.

- 12 The Heads of Terms Agreement (HOT) details the key areas of recognition and exposure that the Authority will receive, headlines detailed below:
- event partner rights;
 - branding stipulations and guidelines;
 - venue name recognition;
 - catering income; and
 - ticket allocation.

The VUA will then be finalised and the headline clauses that safeguard the Authority's position are as follows:

- all branding and exposure rights;
- venue naming;
- all H&S requirements;
- exclusive and non-exclusive periods;
- staffing;
- security;
- ticket allocation;
- contractors;
- insurances; and
- commercials, i.e., catering.

A condition of support is that a full VUA will be entered into by the end of February 2017. Failure to do so will result in any Authority support falling away.

- 13 If Members approve the recommendations of this report, financial support for

major events from the Authority for 2017 onwards would be as follows:

Event	Authority Funding	Notes
2017 NEC Wheel Chair Tennis Masters	£21,259	2017/18 budget approval required
2017 Men's Hockey World League Semi Final	£76,500	Approved Paper E/468/16 funded from General Fund.
2018 Women's Hockey World Cup	Tbc	2017/18 budget approval required Currently working with England Hockey around potential capital investment.
2019 UCI Track Cycling World Cup	£70,000	Budget approval required
2019 ICF Canoe Slalom World Cup	£67,577	Budget approval required
2020 ECA Canoe Slalom European Championship	£67,577	Budget approval required
Total	£302,913	(not including additional capital investment)

The last four years major events cycle has attracted 8 major international events with a total Authority revenue investment of £670,000. This next cycle has the potential to attract 6 major events to Authority venues with a total of £302,913 revenue investment.

- 14 Members are asked to approve the allocation of £21,259 to be paid to the Trust to support the supply of LVH&TC to TF and the ITF to deliver the 2017 NEC Wheelchair Tennis Masters.

ENVIRONMENTAL IMPLICATIONS

- 15 There are no environmental implications arising directly from the recommendations in this report.

FINANCIAL IMPLICATIONS

- 16 The Authority will need to allocate a one-off contribution from the general fund reserve of £21,259 in 2017/18 to fund the hire arrangements of the venue for the event as set out in this report. Estimated reserves are expected to be £4.1m at the start of 2017/18 and therefore Member approval to allocate £21,259 will reduce the reserves to the £4m minimum approved by Authority as £76,500 is committed to the 2017 Men's Hockey World League Semi-Final.

HUMAN RESOURCE IMPLICATIONS

- 17 The event liaison will be undertaken by the Authority's Head of Sport & Leisure and Events Manager. This is the standard approach to major events of this nature and is funded from existing budgets.

LEGAL IMPLICATIONS

- 18 The VUA for the event includes provisions dealing with the £21,259 worth of support from the Authority to the TF. Until the major events sign-off process referred to in paragraph 10 below is formally adopted (pursuant to which a side agreement between the Authority and the Trust will be entered into for each major event), the Leisure Services Contract provisions on major events deal with the corresponding arrangements between the Authority and the Trust.

RISK MANAGEMENT IMPLICATIONS

- 19 A major events sign-off process has been agreed between senior officers of the Authority and the Trust and is awaiting formal approval. This process recognises that the hire fee quoted by the Trust is an accurate assessment of the loss of income and other costs the Trust will incur in connection with the event and has been signed off by the Trust's Managing Director.

The hire fee is fixed. The process recognises that the Trust bears the potential risk of the costs it actually incurs exceeding the stated hire fee and that no provision/adjustment will be made to the Management Fee in connection with this arrangement. This reflects the commercial arrangement agreed between the parties.

EQUALITY IMPLICATIONS

- 20 There are no equality implications arising directly from the recommendations in this report.

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PREVIOUS COMMITTEE REPORTS

Executive Committee	E/427/15	National Governing Body Major Event Support 2016-2020	26 November 2015
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APPENDICES ATTACHED

Appendix A	Event Budget
Appendix B	Major Events Evaluation Matrix
Appendix C	Heads of Terms Agreement

LIST OF ABBREVIATIONS

LVH&TC	Lee Valley Hockey and Tennis Centre
ITF	International Tennis Federation
NGB's	National Governing Bodies
SE	Sport England
GLA	Greater London Authority
TF	Tennis Foundation
LTA	Lawn Tennis Association
LFA's	Lottery Funding Agreements
VIK	Value in Kind

Event Budget

ITF Wheelchair Masters

2017 Budget

£

EXPENDITURE

Equipment maintenance and hire	(11,514)
Marquees	(45,700)
Scoreboards, Seating & Signage	(68,655)
Staff Fees & Expenses	(11,346)
Prize Money	(13,750)
Facility Fee	(880)
Medical Fees	(10,438)
Tutor Fees	(14,000)
Clothing & Uniform	(2,732)
IT costs	(14,177)
Cleaning/Security/Health & Safety	(27,761)
Catering	(31,500)
Temporary staff	(16,135)
Accommodation	(33,688)
Transport	(18,000)
TV coverage	(30,000)
Other	(1,839)
	(352,114)

FUNDED BY

LTA		297,583
Sport England*	50,000	
Gate Receipts		4,531
Total		352,114

*SE funding yet to be confirmed

Value in Kind:

Lee Valley hire of venue	21,259
Uniforms	10,000
IT & Telecommunications	5,000

Major Events Evaluation Matrix

2017 NEC Wheelchair Tennis Masters

Financial

ITT Ref:		WEIGHT	Wheel Chair Masters 2017
1	Can the event bid demonstrate the ability to limit the overall Financial Risk to the Authority / Venue be demonstrated?	49%	6
2	Can the bid demonstrate the ability to maximise the commerciality of the event - tickets, sponsorship, merchandise, concessions?	15%	5
3	Has the bid demonstrated the opportunities to increased revenue through the venue (i.e. increased food and beverage sales and return paid visits to the venue)?	20%	6
4	What is the profitability level?	8%	5
5	Can the bid demonstrate the ability to increase stays at Authority accommodation portfolio including its third party partners (i.e. the Youth Hostel)?	8%	5
SCORE:			56.9

Community Engagement

ITT Ref:		WEIGHT	Wheel Chair Masters 2017
1	Can the bid demonstrate a focus on sports participation, particularly in hard to reach communities and people new to the sport?	25%	7
2	Does the event deliver sports programmes that can demonstrate longevity and a real commitment to ensuring lasting participation?	25%	8
3	Does the event demonstrate the ability to support the Authority in delivery of its Lottery Funding Agreement Targets (LFA's)?	25%	8
4	Can the event provide opportunities for event volunteering, particularly in hard to reach communities and people not currently involved in the sport?	15%	8
5	Can the event demonstrate a commitment to workforce development, mentoring and training, providing people new to the sport with opportunities to engage at a major event?	10%	8
SCORE:			77.5

Exposure

ITT Ref:		WEIGHT	Wheel Chair Masters 2017
1	What is the ability for the event status to create a greater awareness of the Authority's venues and its facilities?	40%	7
2	Has the broadcast plan and potential reach been identified?	25%	5
3	Has a media plan been produced and the potential reach demonstrated?	25%	5
4	What is the credibility of the event, is this an event with a history or creates an opportunity?	10%	7
SCORE:			60.0

Strategic Value

ITT Ref:			WEIGHT	Wheel Chair Masters 2017
1	Can the event demonstrate that it is delivering a regional audience with a non-riparian focus?		35%	7
2	Can the event support the Authority in becoming a must visit destination, delivering a message that 'you can use these facilities'?		35%	8
3	The event should demonstrate stakeholder engagement - opportunities to engage with current, new and potential stakeholders?		30%	7
			SCORE:	73.5

Heads of Terms Agreement

[ON HEADED NOTEPAPER OF THE AUTHORITY]

The Tennis Foundation
FAO: Joanna Farquharson, Deputy Executive Director
The National Tennis Centre
100 Priory Lane
Roehampton
London SW15 5JQ

[DATE] 2016

Dear Jo

Proposed Authority support for the NEC Wheelchair Tennis Masters 2017 (the Event)

This letter sets out the principal terms and conditions on and subject to which Lee Valley Regional Park Authority (**Authority**) is willing to provide support to The Tennis Foundation (**Hirer**) for the purposes of the Event (the **Transaction**) subject to the agreement and signing by the parties of a detailed legally binding agreement (**Formal Agreement**) and to the approval of the Authority's Members.

This letter is not exhaustive and is not intended to be legally binding between the Authority and the Hirer except where specifically stated.

COMMERCIAL TERMS

Subject to the agreement and signing by the parties of the Formal Agreement, the Authority shall provide support for the Event in the form of partner funding in an amount equivalent to £21,259.30 to be provided in the form of "value-in-kind", being the provision of goods and/or services which have a monetary value instead of the payment of a cash contribution (and which include, amongst other things, the provision of certain areas of the Lee Valley Hockey and Tennis Centre (the **Venue**) at a cost lower than the commercial rates charged to other hirers), with the detail more particularly described in paragraph 1.2 (the **Support**).

The Support comprises (based on 2016 prices): specified staff services including one M&E engineer (£7,070.70) and loss of income through the provision of exclusive use of areas of the Venue (£14,188.60).

TIME LIMITS AND NEGOTIATIONS

The parties agree to negotiate in good faith with a view to executing the Formal Agreement on or before 31 March 2017.

Either party may at any time by notice to the other, in writing but not by email, terminate negotiations for the Transaction and entry into the Formal Agreement, without having to give any reasons for doing so or incurring any liability to any other party. Such termination shall not affect the continuance in force of paragraph 0 to paragraph 0 inclusive.

If the Formal Agreement is not executed by 31 March 2017, the Hirer acknowledges that if it wishes to use the Venue for the purposes of the Event, it shall be required to negotiate, and conclude arrangements, with Lee Valley Leisure Trust Limited (trading as Vibrant Partnerships) or its successor (the Trust), the current operator of the Venue, and shall not receive the Support.

The parties agree and acknowledge that this letter is not intended to, nor does it, create a legally binding obligation to proceed with the Transaction and no such obligation will arise unless and until a Formal Agreement is agreed, signed and exchanged by the parties.

The Hirer undertakes not to make any announcement in relation to the Event being staged at the Venue or release for sale any tickets for the Event until a Formal Agreement is agreed, signed and exchanged by the parties. Pursuant to paragraph 2.2, the Authority shall terminate negotiations for the Transaction and withdraw the proposed Support if any such announcement or ticket sales are made before the entry into the Formal Agreement.

KEY PRE-CONDITIONS

The signing of the Formal Agreement is conditional on:

the approval of the Authority's Members to the Transaction; and

the Formal Agreement incorporating all the terms of the Transaction including, without limitation, the matters set out in paragraph 0.

KEY ASSUMPTIONS

The Authority has assessed the Support on the basis of the information contained in the Event brief appended to this letter.

The Hirer has secured financial commitments from [UK Sport, Sport England, the GLA, the ITF and the LTA] in amounts of £[], £[], £[], £[] and £[] respectively, for the purposes of staging the Event.

FORMAL AGREEMENT

The Formal Agreement will include (without limitation) the terms summarised in this paragraph 5, together with such other terms, conditions, warranties, covenants and indemnities as are appropriate to a transaction of the nature of the proposed Transaction:

without prejudice to the remainder of this paragraph 5, the Authority shall be an "Event partner" and shall receive rights commensurate with other Event partners and shall be referred to as an Event partner of the Event in all announcements and press releases;

the Authority's chosen logo (the **Lee Valley Mark**) and/or the Venue's full name shall be prominently placed in/on an agreed range of Event materials, Venue dressing (including, without limitation, on court-side boards, posters, banners, flysheets and stationery); presentation backdrops; the Event website; and the Event programme (which shall also include a welcome statement from the Authority on one of the first three pages of the programme (excluding the front cover and inside front cover));

the Venue's full name shall be included on all tickets to the Event;

the Hirer shall ensure that two announcements in relation to the Authority and/or the Venue (the exact wording to be supplied by the Authority in advance of the Event) are made via the public address system during each session of the Event;

the Authority shall provide, either itself, via the Trust or through its preferred supplier(s), and shall be entitled to retain all revenues received from, all concessions selling food and drink in connection with the Event. The parties agree that no food or drink may be brought into the Venue by spectators (unless specifically approved on a case-by-case basis in advance for, for example, reasons of special dietary requirements) and that such terms will be included on all admission tickets;

the right to provide catering services to corporate and/or hospitality clients in connection with the Event vests with the Authority, who shall be entitled to assign such rights to the Trust. If the Trust agrees that the Hirer may contract directly with providers of corporate/hospitality catering (which providers must be on the Trust's 'select list' of providers), any such agreement will be subject to (i) the Trust receiving an amount equal to 15% of the contract price agreed between the Hirer and the caterer and (ii) inspection rights in relation to such contract;

the Hirer shall consult with, and seek the prior written consent of, the Authority in relation to the grant of sponsorship, advertising or branding rights to providers of food or drinks products (including alcohol) and parties associated with gambling. The Hirer acknowledges that alcohol and gambling companies should not be the sole sponsorship targets. No

sponsorship, advertising or branding rights shall be granted to parties associated with smoking or tobacco;

a full, final version of the branding plan setting out the elements in which the Lee Valley Mark, the Venue's full name and/or the Authority feature shall be agreed between the Hirer and the Authority's authorised officer no later than three months prior to the Event;

the Hirer shall ensure that all broadcasters and media with whom it enters into a contract (whether or not in writing) in relation to the Event (i) in all written and non-written communications (including on-screen captions/descriptions and wording displayed when accessing a channel's 'information' button) refer to the Venue by its full name and not only a reference to its location within Queen Elizabeth Olympic Park, and (ii) at no time bring into disrepute or adversely affect the interests or reputation of the Venue or the Authority;

the Hirer shall make available to the Authority within 30 days of the end of the Event a selection of (i) Full HD (1080p) video clips and (ii) high resolution still photographs of the Event (with footage and photography quality specifications to be set out in full in the Formal Agreement) and shall take all necessary steps to procure that the Authority and the Trust shall have the non-exclusive right, unlimited in time and on a royalty-free basis, to use such footage and photography in all mediums in connection with the Authority's activities and the Trust's activities as they relate to the Authority's venues;

the Hirer shall provide one month before the Event, two weeks before the Event and 30 days after the end of the Event, respectively, all such ticket sales data including postcode data as reasonably and lawfully requested by the Authority, subject to the Authority's full compliance at all times with all applicable data protection legislation, and shall provide on each morning and evening of each day of the Event, updated ticket sales data on the numbers of tickets sold;

the Hirer shall manage the sales of tickets (including hospitality tickets) for the Event in accordance with the ticketing strategy agreed with the Authority's authorised officer in advance of the Event, and shall ensure that an appropriate fair processing notice is displayed within the ticket purchasing process enabling ticket holders to opt in to receive marketing communications from the Authority;

the Hirer shall provide to the Authority, free of charge, the following tickets for the Event: (i) 6 VIP tickets for each session; (ii) 16 standard tickets for each session; and (iii) 250 additional tickets to be used by schools or community-based organisations;

the Hirer shall pay (i) any charges due in respect of Venue hire (over and above the Support); and (ii) a damage deposit in an amount in pounds sterling (£)

equal to 10% of the value of the Support no later than 28 days before the Event;

the Hirer shall pay any charges in respect of further services which are provided, or for orders which are placed, before the Event starts prior to the Event and all charges in respect of all other further services provided or ordered, as soon as practicable after the Event, subject to the Authority sending to the Hirer a statement setting out the detailed breakdown and a balance of the amounts payable along with a corresponding invoice;

the Hirer shall indemnify and keep indemnified the Authority and the Trust against all liabilities, claims, demands, actions, costs (including legal costs), damages, losses or expenses arising out of or in connection with any third party claims relating to the Event and any damage to or loss of any assets of the Authority or the Trust (including, without limitation, any caused by the acts or omissions of any employee of, or person engaged by or under the control or supervision of, the Hirer (which includes, for the avoidance of doubt, any of the Hirer's contractors or subcontractors, any Event sponsors and/or any broadcasters or media));

the Hirer shall hold appropriate public liability insurance in connection with the Event in an amount of not less than £10,000,000 in respect of any individual claim;

the Hirer's officer, contractor or agent responsible for health and safety on behalf of the Hirer shall work with the Authority's appointed health and safety consultant in a proactive and cooperative manner;

the amount of Support shall not be increased in the event of any overspend by the Hirer in its delivery of the Event;

the Hirer shall provide the Authority with a financial report and an operational report on its use of the Support and its delivery of the Event within three months of the last day of the Event;

after the Event, the Hirer shall present the final Event budget at a stakeholder board meeting, at which meeting the Hirer and the stakeholders shall agree the final Event budget position. If there is any surplus shown on the agreed final Event budget, the Hirer shall pay to the Authority in cash within 30 days of the date of the stakeholder meeting, an amount of such surplus that is proportionate to the Authority's contribution to the Event relative to the contributions made by other Event partners. For the avoidance of doubt, amounts contributed by way of "value-in-kind" shall be treated in the same way as amounts contributed in cash. The assessment of the final Event budget shall be made before the overall Event profit and loss accounts are prepared. The Hirer shall, on request, provide the Authority with such further information, explanations and documents as the Authority may require in order for it to establish that the final Event budget has been prepared on the basis of the principles agreed with the stakeholder board. Any amount paid to the Authority under this

sub-paragraph (u) may be used by the Authority in any way it sees fit and is not subject to any restrictions;

the Authority shall have the right to acknowledgement at any official Event formal functions such as welcome receptions and opening and closing ceremonies;

if deemed appropriate by the Authority, the Hirer shall organise a press conference or other suitable event to publicise the grant of the Support to the Hirer by the Authority; and

where deemed appropriate by the Authority, it shall have the opportunity to include a quote from a senior officer of the Authority or a nominated political appointee/Member of the Authority within Event press releases.

CONFIDENTIALITY

This paragraph is legally binding.

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by paragraph 0.

Each party may disclose the other party's confidential information:

to its employees, officers, representatives or advisers (and, in the case of the Authority, to employees, officers, representatives or advisers of the Trust) who need to know such information for the purposes of the evaluation of the Transaction and the negotiation of the Formal Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 0; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use the other party's confidential information for any purpose other than the evaluation of the Transaction and the negotiation of the Formal Agreement.

COSTS

This paragraph is legally binding.

Each party shall pay its own costs incurred in connection with the proposed Transaction, whether or not it proceeds (including without limitation the preparation and negotiation of this letter, the Formal Agreement and any documents contemplated by it).

GOVERNING LAW AND JURISDICTION

This paragraph is legally binding.

This letter, and the negotiations between the parties in connection with the proposed Transaction, and all disputes or claims arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

No one other than a party to this letter shall have any right to enforce any of its terms.

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Signed by the Chief Executive for and on behalf of **Lee Valley Regional Park Authority**

We confirm our agreement to the above.

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Signed by Joanna Farquharson for and on behalf of **The Tennis Foundation**

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