

Isle of Wight – Draft Heads of Agreement

29th October 2019

These heads of agreement are made between:

1. The Tour of Britain Limited, a private limited company incorporated in England with company number 05446489 operating from offices at 1 Horizon Business Park, Brooklands Road, Weybridge, Surrey, KT13 0TJ (the “The Tour of Britain”);

And

4. Isle of Wight Council, operating from offices at County Hall, High St, Newport PO30 1UD hereinafter referred to as (“Isle of Wight”).

Whereas:

- (A) The Tour of Britain (the “TOB”) operates an annual elite professional road cycle race which is ranked as a category 2.HC event by the Union Cyclist International (the “UCI”).
- (D) Isle of Wight has agreed to a rights package for the above events subject to the terms of this agreement.

Status of Heads of Agreement

The terms in this heads of agreement are not exhaustive and are expressly subject to ‘contract’ until a final written agreement has been entered into. The terms are not intended to be legally binding between the Parties except where specifically stated.

1. Payment

Isle of Wight agrees to pay fees as detailed below for the rights granted in this agreement in 2021 .

The rights fees are as follows:

2021 £250,000 + VAT – The final stage of the Tour of Britain

The fees will be invoiced as follows:

Timeline	Purpose	Amount
1 st April 2020	Upon signature of Tour of Britain Contract	£50k + VAT
1 st April 2021	Second payment for Tour of Britain	£200K + VAT

Isle of Wight will also provide the services detailed in section 4.

2. Length of term

2.1 This agreement is in respect of the events in 2021

3. Sponsorship rights and benefits across all events

The Tour of Britain hereby grants to Isle of Wight the following sponsorship rights and benefits.

Tour of Britain

Sponsorship Rights

ISLE OF WIGHT will be treated as a 'Regional Stakeholder' of the Stage Race and enjoy equal status with any other participating regions.

TOB shall, at its own expense, also provide ISLE OF WIGHT with the following benefits:

1. Title of 'host sponsor' at the Final Stage of the Tour of Britain in 2021 on a route to be agreed.
2. A package of rights as detailed in the 'Venue Package' schedule below (see page 4).
3. The creation of a cycling festival ('Ride the Isle') that will take place on the weekend of the final stage in September 2021 and will incorporate mass participation rides and local, community engagement activity. A separate working group will be created to plan, promote and deliver the festival using the Tour of Britain infrastructure.
4. SweetSpot, the promoters and delivery partners of TOB, Tour Series and The Women's Tour, will also work with the Isle of Wight Council, and use its best endeavours to identify and negotiate with potential sponsors, both local and national, in order to assist the Isle of Wight recouping their underwriting commitments. Note; any potential clash of sponsors will be highlighted and clearly identified from the outset.
5. Unrestricted use of the official Tour of Britain logo likeness and other related Intellectual Property, including, without limitation, ISLE OF WIGHT logo.
6. A flag to flag (up to 5 hours) live programme and 52 minute highlights programme of each day of the Race, broadcast on ITV4 (or an equivalent **free to air** broadcaster) that day at a time to be advised by TOB.

7. A 52 minute international highlight programme will also be produced and this will be distributed on a worldwide basis using the best endeavours to reach the widest possible audience. The broadcast time devoted to the Isle of Wight stage shall be no less than the time devoted to each of the other stages.
8. Race footage, highlights and other content will also be uploaded and available on The Tour Youtube channel and also on www.tourofbritain.co.uk
9. The Tour of Britain will work closely with Isle of Wight to create a specific narrative for the content that is included within the TV programming in order to focus on key messages and objectives i.e. cycle tourism.
10. Designated press areas shall be provided at the start of the ISLE OF WIGHT stage of the Stage Race within (800 meters) of the finish. TOB shall ensure that its representatives are available in the respective press areas: -
 - a. for 1 hour before the start of the stage; and
 - b. from 30 minutes before the anticipated end of the stage until 1 hour after the cyclists have completed the stage to confirm Stage Race details and results and answer queries from the press.
11. ISLE OF WIGHT recognition on all press releases issued in relation to their stage, this is to include a ISLE OF WIGHT quote and descriptive note to editors explaining the role of the ISLE OF WIGHT which has had prior agreement between the parties.
12. ISLE OF WIGHT press office to give prior approval to all press releases issued in relation to the Isle of Wight stage.
13. ISLE OF WIGHT to have unrestricted access to stage imagery and footage post event for their own promotional and marketing purposes. TOB to supply the imagery and footage free of charge but it is hereby understood that ISLE OF WIGHT will cover any costs incurred in the provision of any broadcast standard event footage (for example tapes and editing if required) which ISLE OF WIGHT may require.

Venue Package		
The Venue Hosts shall receive as hosts of a Stage of the Tour of Britain, the following;		
	Description	Quantity/Amount
Branding (note all artwork required 6 weeks prior to event date)		
1	Large logos and venue location on start/finish gantry	2 on each
2	3m x 1m Advertising Boards	6 at the start, 6 at the finish (plus up to 10 for local sponsors at IOW's expense)
3	Logos on Podium and Press Backdrops	6
4	Logos on Website and Dedicated Page with Hyperlink to Venue	1 (plus local sponsors)
5	Big Screen advertising at the finish	30 seconds
6	Flexible Branding/ Continuous Banners	As directed (At IOW's Cost/Discretion)
7	Logos on a race vehicle	2
8	Branding on all official promotional and marketing materials for the stage	
Hospitality		
9	Hospitality Tickets	50 at start and finish
Print		
10	Tour of Britain Colour Banners (5m x 1m)	5
11	Tour of Britain A6 Flyers	4000
12	Advertising in Race Programme	1 Page (plus 1 for local sponsors)
13	Tour of Britain A3 Posters	400
Miscellaneous		
14	The opportunity for a Civic Dignitary to present prizes	2
15	Consultancy Advice from SweetSpot on Management of the Tour of Britain Event	FOC
16	Local Sponsorship advice	FOC
17	Use of the Official Tour of Britain mascot ('Tobi') at promotional events and school visits.	FOC
Media		
18	Pre and Post Event Press Releases	2
19	An on-site media relations representative	1
Technical		

20	Full Event Manual for use of the venue team in working with the Tour of Britain	3
Support Events		
19	Support in the organisation of a launch event for local businesses and press	FOC
20	Isle of Wight has the opportunity to use the infrastructure in place for, and provided by, the Tour of Britain to run several support events alongside the main showcase race, including the weekend festival.	FOC

4. Services to be Provided by Isle of Wight

TOUR OF BRITAIN

Start Area

1. Provision of a start area to include:
 - a) Suitable start straight of approx. 300m in length and approximately 7m wide
 - b) Parking for approx. 150 vehicles including at least 40 team cars and up to 20 full size coaches
 - c) Technical zone approx. 600m² (area that surrounds the start line)
 - d) Access to start area from 16:00hrs on the evening prior to start build up (where local support activity / pre-race festival is required)
 - e) Provision of a suitable area for cycling teams to park (i.e. exclusive use of road(s) to accommodate team vehicles as per above or closure of large public car park in vicinity of start area. Area of at least ¾ mile of straight road, or surface car park(s) equivalent to 3 hectares in size
 - f) Provide and cover costs of local First Aid group for spectators (as defined within Sweetspot's event site Risk Assessment).
 - g) Supply of 4,000 litres of water for gantry ballast (dependant on type of gantry used)
 - h) Local Policing costs if required (generally, 1-2 officers to oversee public order during the build up and start)
 - i) Presence of senior venue representative during the build-up periods (from 04:00 race day).
 - j) Provision of meeting room and co-ordination of planning groups (normally 3 meetings).
 - k) Provision of 30 trained PAID stewards for race day from a professional stewarding company. 5 of these stewards should hold SIA Front Line Licenses, the remaining 24 need to be SIA accredited, NVQ trained or equivalent. (TOB to provide onsite briefing)
 - l) Suitable area for 'promo' village (stalls/gazebos including ToB sponsors, plus local council organisations – typically 5-10 exhibitors). All associated trading licences to be provided free of charge by host venue
 - m) Venue for local launch/press reception (if required).
 - n) Provision of Civic Dignitary to the stage start to drop the flag
 - o) Provision of 10 x portaloo toilets for rider use
 - p) Provision of crowd control barriers (number TBC at technical planning meetings) for use in team parking areas to allow safe viewing areas

2. Traffic management to include:
 - a) To cover the costs of all associated Road Closure processing

- b) Road closures in the defined start area from 04:00 on the day of the race until 15:30 or before if all associated vehicles & equipment have left the area
- c) All road closure signage in the defined start area – **THESE MUST BE MANNED BY TRAFFIC MANAGEMENT PERSONNEL**
- d) Local diversions (where appropriate)
- e) Supply & deployment of “No Parking Cones”
- f) Parking meter bagging/suspension of bays
- g) Bus Stop suspensions
- h) Other transportation notifications (taxi, tram, deliveries emergency vehicle access, etc.)
- i) Parking suspensions to be put in place from 23:00 the day prior to enable immediate build on morning of stage
- j) Removal of any illegally parked vehicles within the defined start area and first 2km where road closure orders are in force that would prohibit the build-up of the start area and a clear safe start for the race
- k) Supply of street plans of the start area at a minimum scale of 1:1250 in a DWG/DXF electronic format. (required upon signing of contract)
- l) Notification to churches, hospitals, taxis, bus companies, emergency services, local businesses and any local residence impacted the passage of the stage and also the building of the finish area & technical zone

3. Street & Highway Services to include:

- a) Pot hole repairs deemed necessary by the technical team and making safe of raised/ iron work
- b) Opening of gates/barriers and access to other controlled areas as required by The Tour of Britain.
- c) Street cleansing, litter bin collection prior to during and post-race
- d) Permission to erect structures over the highway i.e. start gantry
- e) Grass cutting, hedge trimming and tree pruning (if applicable)
- f) The erection of pre-publicity banners (approx. 5mtrs x 1mtr) ToB to provide the banners.
- g) Provision of recycling bins (numbers TBC at planning meetings) to enable TOB organisers and spectators to recycle waste, so avoiding it going to landfill

Finish Area

1. Provision of a finish area to include:

- a) Suitable finish straight of approx 400-500m in length with an unobstructed approach approximately 6-8m wide. Safe run off area for riders after the finish line (at least 200 metres and not downhill).
- b) Final kilometre to be clear of obstructions such as traffic islands and speed humps, minimum width of 6m to be maintained +200m after the finish line
- c) Parking for approx 180 vehicles of varying sizes
- d) Technical zone approx 5000m²
- e) Tour Village approx. 5000m²
- f) Team Parking for approx. 20 coaches, 60 motorcycles and 40 cars – accessible via ‘deviation’ from the route
- g) Access to finish area from 22:00 from the day prior to start build up and positioning of technical facilities (if required) Overnight onsite parking for a variety of (large) vehicles.
- h) Sterile route for final 8km up to 2 hours before expected finish schedule of stage (i.e. no parked vehicles or deliveries (designated clearway))
- i) Water supply (mains pressure or bowser 1000ltr) for hospitality (prior to completion of build; 0600hrs).
- j) Provision of 3 x 1100ltr bins for ToB to manage hospitality waste 0600hrs, and recycling bins
- k) Provision of 6 bouquets for prize winners

- l) Arrangements with the local Fire & Rescue service or similar body to supply approx. 4000ltrs water for ballast purposes for the finish gantry, 0730hrs
- m) Provision of 2 x porta loo's to be located within technical zone (unless fixed facilities are available) 0500hrs
- n) Provision and servicing of suitable toilet facilities within hospitality area 0600hrs
- o) Provide and cover costs of local First Aid group and porta loos (unless fixed facilities are available) for spectators (as defined within event site Risk Assessment).
- p) Local Policing costs (generally, 1-2 officers to oversee public order during the build-up).
- q) Presence of senior venue representative during the build-up periods (from 0500 race day).
- r) Provision of meeting room and co-ordination of planning groups (normally 3 meetings).
- s) Provision of 30 trained stewards for race day 0900-1700. 6 of these stewards from 0700 – 1800 and should hold SIA Front Line Licenses, the remaining 24 need to be SIA accredited, uniformed and with radio comms (TOB to provide onsite briefing)
- t) Venue for local launch/press reception (if required).
- u) Provision of Civic Dignitary to host stage at the finish and to be present at the prize giving ceremony.
- v) Provision of venue for press office on race day, open from midday until approx. 20:00 (within 250m of finish line) Suitable for a press conference of 20-30 people with provision of power and WiFi. To permit national and international press to relay stories and images
- w) Appropriate licenses for Tour Village selling and sampling.

2. Traffic Management to include:

- a) To cover the costs of all associated Road Closure processing to cover ALL roads within host county/district
- b) Full road closures in the defined finish area from 0445 on the day of the race until 2100, closures can be lifted before if all associated vehicles & equipment have left the finish area
- c) All road closure signage and TM stewarding from 8km to go up to & including the defined finish area
- d) Traffic management support to manage traffic whilst setting up and dismantling timing system at 3km to go point
- e) Local diversions (where appropriate)
- f) Supply & deployment of "No Parking Cones" to cover ALL restrictions within host county/district
- g) Parking meter bagging/suspension of bays (if required)
- h) Bus Stop suspensions (if required)
- i) Other transportation notifications (taxi, tram, deliveries, emergency vehicle access, etc) also to cover whole route within host county/district
- j) Parking suspensions to be put in place by 2200 the day prior to enable immediate build on morning of stage
- k) Removal of any illegally parked vehicles from 0500 within the defined finish area where road closure orders are in force that would prohibit the build up of the finish area and a clear safe finish for the race also to cover ALL parking restrictions within host county/district
- l) Supply of street plans of the finish area (final km) at a minimum scale of 1:1250 in a DWG/DXF electronic format. (required upon signing of contract)
- m) Notification to churches, hospitals, taxis, bus companies, emergency services, local businesses and any local residence impacted the passage of the stage and also the building of the finish area & technical zone also to cover whole route within host county/district

3. Street & Highway Services to include:

- a) Pot hole repairs deemed necessary by the technical team and making safe of raised/ iron work to cover ALL roads within host county/district – to be inspected 4 weeks prior to event.
- b) Removal of street furniture to facilitate access, a clear safe build up of the finish area

- c) Provision of portable roadways on surfaces that may become soft and water logged at the finish area
- d) Removal of cats eyes in the finishing straight 200m before the finish and 50m beyond the line
- e) Opening of gates/barriers and access to other controlled areas as required by The Tour of Britain.
- f) Street cleansing, litter bin collection prior to during and post race
- g) Permission to erect structures over the highway i.e. finish gantry & 1km to go inflatable and to cover all associated costs
- h) Grass cutting, hedge trimming and tree pruning (if applicable) to ensure access and visibility
- i) The erection of pre-publicity banners (approx. 5mtrs x 1mtr) ToB to provide the banners.
- j) Provision of recycling bins (numbers TBC at planning meetings) to enable TOB organisers and spectators to recycle waste, so avoiding it going to landfill

4. Event Control

- a) Liaison with Police, Ambulance, Fire Service, Highways etc to co-ordinate their presence at meetings and in Event Control at finish line on the day

5. **Other sponsors and exclusivity**

- a. The parties acknowledge that the Races are supported by a number of sponsors, some of which have been granted principal sponsor status. The branding, name and logos etc of these other sponsors will be prominently displayed during the Events.

6. **Third party rights**

A person who is not a party to this Memorandum of Understanding shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7. **Partnership Terms**

7.1 Nothing in this agreement shall constitute or be construed as constituting a partnership or joint venture between the parties nor shall anything in this agreement authorise one party to enter into contractual relationships or incur obligations on behalf of the other party.

7.2 Neither party will hold itself out or represent itself as the partner or agent of the other or permit any third party to make such representations.

8. **Governing law**

This agreement is governed by English law and any dispute will be subject to the exclusive jurisdiction of the English courts.

Please acknowledge your acceptance to the terms of this agreement by signing and returning a copy to us.

SIGNED for and on behalf of THE TOUR OF BRITAIN

by

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DATE:

SIGNED for and on behalf of ISLE OF WIGHT by

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