

RESPONSE PROVIDED

Mayor of the East Midlands,
PO Box 8712,
Council House,
Corporation Street,
Derby,
DE1 9UG

03/10/2024

Freedom of Information Request – Ref: FOI 08

Please provide all documentation relating to any agreed amount referred to as “Rights Fee to Host a Stage” (eg ‘Hosting Fee’) in the Proposal Document submitted by British Cycling Events Limited stating the amount agreed and date paid or agreed to be paid. (*Extract of document attached for reference*).

The requested information is below.

Most of the information that we provide in response to freedom of information requests will be subject to copyright protection. In most cases the copyright will be owned by the East Midlands Combined County Authority. The copyright in other information may be owned by another person or organisation, and this will be indicated on the information itself.

You are free to use any information supplied to you for non-commercial research or private study purposes. The information may also be used for any other purpose allowed by a limitation or exception in copyright law, such as news reporting. However, any other type of re-use, for example by publishing the information in analogue form, including on the internet, will require permission of the copyright owner.

I hope this satisfies your request.

If you are dissatisfied with this decision, you may write to request an internal review. The internal review will be carried out by someone who did not make the original decision, and they will re-assess how the Department handled the original request.

If you wish to request an internal review, please write or send an email to the Information Governance Team within two months of the date of this letter, at the following address:

Information Governance Team
East Midlands Combined County Authority
North Enterprise Gateway
Saltergate
Chesterfield
S40 1UT
e-mail: FOI@eastmidsdevo.org.uk

Please remember to quote the reference number above in any future communications.



If you remain dissatisfied after an internal review decision, you have the right to appeal to the Information Commissioner's Office. You can find further details on how to do this via Information Commissioner's Office website: [FOI and EIR complaints | ICO](#).

Regards

Information Governance Team

East Midlands Combined County Authority

5.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

6. Host Partnership Fee

6.1 In consideration of BCE performing its contractual obligations under this agreement and the Host Partnership Rights granted to the Host Partner, the Host Partner shall pay BCE a fee of £175,000 (excluding VAT) which shall be the Host Partnership Fee, payable as set out in [schedule] 3.

6.2 All amounts payable to BCE under this agreement are to be paid free and clear of bank charges, fees, duties or other transactional costs, the payment of which shall be the sole responsibility of the Host Partner.

6.3 No deductions may be made from, nor purported right of set-off exercised in relation to the Host Partnership Fee, whether in respect of the manufacture, sale, distribution or advertisement of the Host Partner's Products or otherwise.

6.4 BCE shall render an invoice to the Host Partner addressed to Damien Dacey, Deputy CEO, East Midlands Combined County Authority, Northern Gateway, Enterprise Centre, Saltergate, Chesterfield, S40 1UT, Damien.dacey@eastmidsdevo.org.uk in respect of the Host Partnership Fee (as provided for in [schedule] 3).

6.5 All invoices payable by the Host Partner shall be paid within 14 days of receipt of a valid invoice from BCE.

6.6 If the Host Partner properly requests additional work, services or goods from BCE over and above those set out in [schedule]s 1 and 2, the Host Partner will be liable for such additional work, services or goods, subject to and conditional on, BCE notifying the Host Partner in writing and in advance of what those costs will be, and the Host Partner agreeing those additional costs in advance and in writing.

7. Obligations of the Host Partner

7.1 The Host Partner undertakes to BCE:

- (a) to exercise the Host Partnership Rights strictly in accordance with the terms of this agreement. For the avoidance of doubt, the Host Partner shall not be entitled to use or exploit any of the Commercial Rights (other than the Host Partnership Rights) in any way;

[SCHEDULE] 3

HOST PARTNERSHIP FEE/ HOST PARTNER FUNDING

1. Subject to [clause] 6 of this agreement, the Host Partner shall pay the following to BCE:

<u>Milestones</u>	<u>Date</u>	<u>Payment</u>
On signature	5 th September 2024	N/A
2 nd Instalment	N/A	N/A
Final Instalment	16 th September 2024	£175,000

2. All payments due under this agreement shall be paid into the bank of BCE which has the following details:

Account Name: British Cycling Events Limited

Sort Code:

Account No:

Branch of Bank:



Or such other bank account as BCE shall notify to the Host Partner in writing from time to time.