



Sadiq Khan  
Mayor of London  
City Hall  
The Queen's Walk  
London SE1 2AA

Tuesday, January 3<sup>rd</sup> 2017

Dear Mr Khan,

I am writing to extend a warm invitation for you to join me as my guest in the Chairman's Suite at a West Ham United match here at London Stadium this season.

I fully appreciate that the timing may not be right at present, with your inquiry into the stadium's conversion costs due to take place. However, I understand that you are a keen Liverpool fan, so may I propose that you attend for the visit of Jurgen Klopp's team in our final home match of the season on Saturday 13<sup>th</sup> May?

Going forward, I sincerely hope that we can build a strong and effective working relationship, given our status as your tenants in London's most iconic stadium and a key Premier League football club in the capital.

We also openly acknowledge there could be better ways of ensuring that our relationship works to the benefit of all parties – West Ham United, the City of London and the government – and I can assure you that we are fully committed to doing so.

In all honesty, having been quite jaded by a very protracted and, at times, extremely challenging process over the past seven years, we are completely open to a fresh way of thinking and new ideas. Should you wish to meet more formally to discuss this, in advance of any visit to London Stadium, I would certainly be keen to arrange a date soon that is convenient for you.

I have also extended an invite to Jules Pipe in his role as Deputy Mayor for Planning, Regeneration and Skills, in order to gain an understanding of where City Hall see the opportunities for improvements and to offer my observations.

Perhaps if Jules is able to brief you following this, we could then arrange to meet?

In the meantime, I wish you and your family a very happy New Year, and I look forward to hearing from you soon.

Yours sincerely,

  
Baroness Brady CBE  
Vice-Chairman, West Ham United FC

## MAYOR OF LONDON

**Baroness Brady CBE**  
Vice-Chairman  
West Ham United FC  
London Stadium  
Queen Elizabeth Olympic Park  
London E20 2ST

**Our ref:** MGLA050117-8554

**Date:** 14 FEB 2017

*Dear Baroness Brady,*

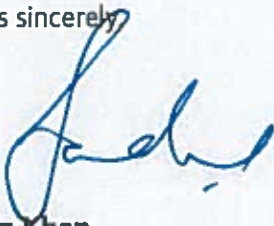
Thank you for your letter of 3 January and kind invitation for me to attend the final home match of the season on 13 May.

I am so sorry but, whilst we are extremely grateful for the invitation, I am afraid that my diary is already committed that day, so I am unable to attend.

Nevertheless, I am pleased that you will soon be meeting Jules Pipe, my Deputy Mayor for Planning, Regeneration & Skills. I am keen that our two organisations, and indeed all partners involved in the stadium, establish a positive and productive working relationship to ensure a successful future for the project.

Thank you again for writing.

Yours sincerely



**Sadiq Khan**  
Mayor of London



03MCH17

Sadiq Khan  
Mayor of London  
City Hall  
The Queen's Walk  
London SE1 2AA

Friday, February 3, 2017

Dear Mr Khan,

I am writing to express my wholehearted backing of your recently stated commitment to ensuring that all London-based employers pay the London Living Wage to their staff.

Further to your recent letter to my chairmen, I can confirm that West Ham United are proud to have been paying all our full-time and part-time staff at the level of the London Living Wage since June 1, 2015, and are also immensely proud of the fact that we were one of the first clubs to do so.

The welfare of every single one of our employees is of paramount importance to my Board and, as a Premier League Club based at London Stadium, we take our responsibility to the local community and its people extremely seriously.

We also give our full backing to measures to ensure that sub-contracted staff working at London Stadium typically as stewards or catering staff will be paid the London Living Wage to bring them in to line with all West Ham United employees as soon as possible

Please don't hesitate to contact me if there is anything more we can do to support this positive initiative and ensure it benefits all workers employed at the London Stadium.

Yours Sincerely

Baroness Brady CBE  
Vice-Chairman  
West Ham United

## MAYOR OF LONDON

**Baroness Brady CBE**  
Vice-Chairman  
West Ham United Football Club Limited  
London Stadium  
Queen Elizabeth Olympic Park  
London E20 2ST

Our ref: MGLA060317-4699

Date: 03 APR 2017

*Dear Baroness Brady,*

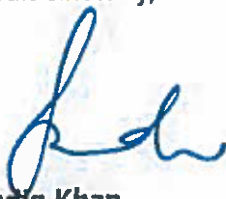
Thank you for your letter of 3 February, and for your support for making London a Living Wage city.

I'm happy to learn that you are guaranteeing both your full-time and part-time staff are paid the London Living Wage, and can assure you that I have given instructions for the situation with sub-contracted staff at the London Stadium to be resolved.

Football clubs like West Ham set such an important example in London, and I would encourage you to contact my officer [REDACTED] at [REDACTED]@london.gov.uk, who can assist you in taking steps towards accreditation.

I very much look forward to working with you.

Yours sincerely,



**Sadiq Khan**  
Mayor of London



KC 19 JULY 17

18<sup>th</sup> July 2017 - By Email

Dear Friends and Colleagues,

**RE: LONDON STADIUM TRACK COVER**

I have taken the unusual step of writing a letter to you all, because I am at the end of my tether and I am asking for your assistance as stakeholders in the London Stadium to instil some common sense into a ridiculous situation we find ourselves in.

As you know, West Ham United has relocated to the London Stadium and we have played our first season of matches at our new home ground. This was not without its challenges and sadly we find ourselves in court with regard to issues of interpretation of the Concession Agreement we entered into. We are desperately trying to avoid this being the scenario for every single request we have. Meanwhile, we are preparing for the fast approaching 2017-18 football season.

Under the Concession Agreement, E20 Stadium LLP must provide and pay for a synthetic cover which sits on top of the athletics track during the football season. Indeed, E20 did provide a green track cover last season.

The old green cover needs to be replaced. It was damaged when it was removed in the conversion to Athletics Mode this year. West Ham United has offered to pay for the replacement track cover even though it is not our responsibility to do so, at an initial cost in excess of £160,000 ex VAT.

We have made this offer because our team manager, Slaven Bilic, has asked that the track cover is a contrasting cover from the pitch and has specifically asked for it to be in the team's home colour. The old green cover was the same colour as the pitch and the players' perception of the pitch was altered. Therefore, we prefer a claret track cover.

The colour of the track cover is not a material consideration for E20. It does not matter to E20 what colour the track cover is. Indeed, E20 is set to replace the old green cover with something in grey.

LS185, the Stadium Operator, originally agreed we could install the cover and this was proceeding but then informed us they had to renege on that agreement as it was now a matter for E20.

E20 has refused our offer to pay for the replacement cover and instead do not want to use a cover at all and say that the grey plastic tiles that sat under the green cover last season is all that is to be installed.



Moreover, the proposed grey solution is of an inferior standard to both the old green cover and the proposed claret cover which is of a very high specification and will clearly enhance the Stadium. Frankly, the grey solution comprises hard plastic tiles which do not take a stud. These grey tiles were in place last season and were far from ideal but were shielded by the green cover. Last season, E20, West Ham and LS185 took the view that the grey tiles needed to be covered over.

We have grave concerns as to the slipperiness of the grey tiles, especially in rainy conditions. The safety of players from both teams is a real concern that we hold. Generally, pitch surrounds comprise a synthetic turf material, which in layman's terms is often referred to as 'football turf'. This takes a stud and is not a danger to players. We are concerned that the grey tiles are a danger to players. There is a real concern that E20 will face insurance backed claims from injured players and their clubs if the pitch surround is unsafe.

The green track cover last season was far from perfect and one of our players, Kouyate, was lucky to have avoided serious injury when he slipped on the exposed green track cover (underneath which sits the proposed grey tiles) in our match versus Tottenham Hotspur. Kouyate's slip can be viewed at <https://youtu.be/dFOaRIB58BU>. This illustrates the need to take the issue of the track cover very seriously. Our playing squad is valued at £166.5 million. We do not want to be having to consider claims made by players who might be injured if an inferior track cover causes or contributes to any injury they may sustain when playing at the London Stadium, and the adverse publicity in such circumstances would be immense. Prevention must be preferable to cure and I am offering to pay for and maintain a track cover solution which substantively reduces this risk.

The Stadium aesthetic will also be impaired by the grey tiles. A world class Stadium venue will appear to be unfinished as the grey tiles are intended to sit under a cover with more eye-appeal. This impacts upon the perception of our supporters who already face having to play three games away from home as E20 have informed us they will fail to return the stadium to football mode, as detailed in the Concession Agreement, on 25<sup>th</sup> August 2017, but also sponsors and brand partners.

Contrary to the way West Ham United can be portrayed, we are sympathetic to E20's parlous financial situation and we have offered to pay for the replacement track cover in order that the new cover is safe and meets our requirements as to colour contrast and specification.

This offer represents a considerable cost saving for E20.

I am advised that West ham United has the right under the Concession Agreement to insist upon a suitable track cover and to demand that E20 pays for the same. Notwithstanding this advice, my board has authorised the purchase of the claret track cover.





For the avoidance of doubt, West Ham United is open to E20 approving the specification of the claret cover and we will pay for its installation and maintenance on a fair and reasonable basis. We have already offered a series of undertakings to E20 concerning the quality and upkeep of the claret cover.

We are dumbfounded by E20's refusal to take the Club up on this offer. No negative impact has been voiced by E20. Instead, E20 has sought to link this procurement decision to other issues on which we are in dispute in order to seek leverage in such other matters.

There is a timing constraint. The new claret track cover must be ordered this week in order that it is ready for our opening home fixture in the 2017-18 season.

I am not trying to drag any of you into the matters which are in dispute and being handled by lawyers. I am not asking you to take sides against E20. I would ask you to consider whether E20's refusal to take West Ham United's money and thereby to suffer an inferior track cover at the Stadium which has health and safety implications is the best decision that E20 can make for itself, for the Stadium, for the users of the Stadium and for the goodwill in the relationship between the Stadium owner and its anchor tenant.

I do not want to encroach on your time any more than is necessary to set out the problem and ask for any assistance that you can provide in reaching the best outcome for this intolerable situation.

The club's lawyers are briefed and if we cannot arrive at a sensible outcome and quickly, I fear that this matter will also be escalated to a legal process this week, which I am hopeful is avoidable if common sense prevails. This decision really does defy logic. I do not wish to circumvent E20's legal position, but I really do not see this issue as being one that is irreconcilable. Our offer to buy the better track cover remains open, but time is running out.

Thank you in anticipation of your prompt reply.

With kind regards,

Baroness Brady CBE  
Vice-Chairman  
West Ham United FC

**Re: MGLA250717-1944****Karren Brady** [REDACTED]

Rcvd 15/8

**To:** Mayor (mayor@london.gov.uk)

Dear [REDACTED]

Thank you for your email dated 11 August in reply to my letter of 18 July, which my PA [REDACTED] forwarded to me.

I regret to let you know that no progress has been made on the track cover, despite it being a very straight forward situation as already previously explained, so from our perspective we are highly frustrated by the lack of progress.

We are clear in our minds that the partnership is a commercial operation and we can work with E20 to maximise opportunities, but it will take a reciprocal approach based on goodwill, trust and confidence to reach agreement. There is currently no good-will, no trust and no confidence in E20, in fact the relationship is at an all-time low.

As the Stadium [REDACTED]s anchor tenant, the current situation has become at best -very difficult. I am never really sure as to the commercial interests that E20 seeks to protect, which has become a barrier to reaching sensible consensus on any issue no matter how minor or [REDACTED] business as usual [REDACTED] it may be. That said, I am in no doubt that if E20 approaches these matters in a spirit of mutual advantage and collaboration; there is a win-win solution capable of being agreed. I know we can do some amazing things with the stadium but as it stands we cannot work with E20 due to their approach, and as a result have no relationship with them.

I do hope the GLA will continue to take an active interest in getting these matters resolved for as we agreed at our very constructive meeting it is clearly in both of our interests to do so.

Best regards and kind regards

Karren

Baroness Brady CBE

PA [REDACTED]

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**From:** PA [REDACTED]  
**Date:** Friday, 11 August 2017 at 09:38  
**To:** Karren Brady [REDACTED]  
**Subject:** Fwd: MGLA250717-1944

Sent from my iPhone

Begin forwarded message:

**From:** Mayor of London <[mayor@london.gov.uk](mailto:mayor@london.gov.uk)>  
**Date:** 11 August 2017 at 09:38:30 BST  
**To:** [REDACTED]



**Subject: RE: MGLA250717-1944**

Dear [REDACTED]

Thank you for your email and the attached letter from Baroness Brady to, among others, the GLA.

We are aware of the ongoing discussions between West Ham United and E20 LLP about the London Stadium track cover and we understand a new proposal has been recently tabled, which hopefully meets the needs of both parties. We recognise the importance of the partnership between LLDC, E20 and West Ham United FC; not just to ensuring the Stadium is on a financially sustainable footing and enhances its reputation as one of the greatest multi-use sports venue in the world, but also to the success of the wider legacy programme in east London.

Kind regards

[REDACTED]  
Senior Governance Manager

We're running a short survey to see how we can improve your experience of contacting City Hall. Do you have a few minutes to share your thoughts with us?

Take our quick survey now>> <https://www.surveygizmo.eu/s3/90023933/Market-Research-Engagement>

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By email, for the attention of Sadiq Khan

23<sup>rd</sup> August 2017

Dear Sadiq,

I recently had a highly productive meeting with your colleagues Jules Pipe and David Bellamy, at which I began to introduce some concepts that we are keen to develop together with you and which we strongly believe are the key to turning the Stadium's fortunes around. In the weeks following our meeting I have developed these ideas further and would now like to come and share with you our vision for the Stadium – a vision that I am I'm certain would make you and London proud.

It is plain for all to see that E20's current 'strategy' doesn't work– not for us, and certainly not for this amazing iconic Stadium and the people invested in it, who it saddens me to say are being ill-served at present.

That said, I see no value in continuing to focus on the issues when the solutions are so plain to see.

To this end I would like to meet with you at the earliest opportunity and, if you share our vision, to see if we can explore a way to develop it further. We are, after all, your willing partner for the next 98 years and we feel we have a great deal to offer.

We are now of the firm belief that we have tried everything in our power to drive discussions forward with E20 and have now reached a clear crossroads.

I hope you will share our view that this has now become a priority and agree that these discussions must begin in earnest sooner rather than later.

I am truly excited about what we can deliver for London and I believe you will be too.

To this end, can you please suggest a suitable date to meet to explore this further?

With kind regards,

  
Baroness Brady CBE  
Vice-Chairman  
West Ham United FC

## MAYOR OF LONDON

**Baroness Brady CBE**

Vice-Chairman

West Ham United Football Club Limited

London Stadium

Queen Elizabeth Olympic Park

London E20 2ST

**Our ref:** MGLA240817-5339

**Date:** 20 SEP 2017



**Re: London Stadium**

Thank you for your correspondence dated 15 and 23 August, following my officials' response to you earlier in the summer.

I note your comments about the operation of the London Stadium and am sorry that this continues to be a source of frustration. You will be aware that I have commissioned a detailed review into historical decisions taken over many years, which have led us to the position we are in today. I hope that this review, and a large volume of associated forward looking work, will generate pragmatic solutions which can return the Stadium to a more profitable operation.

I am also aware of the issues which have led to E20 and West Ham United FC being in dispute, much of which is before the courts. As a result, it is difficult for me to comment on the specific details of your correspondence. I am aware that E20 is acting on legal advice (as West Ham United FC is) and must of course ensure that the protection of taxpayers' funds is paramount.

I very much hope that these issues can be addressed swiftly, cost effectively and to the satisfaction of all, wherever that is possible. It is critical that, whatever the outcome or the process used to reach it, we achieve clarity on these issues so that all parties build business plans and enter into commercial arrangements from a sound and clear position, rather than risk or seek out further litigation.

I want the Stadium to be a success, for Londoners and for all the organisations who use it, including of course West Ham United. I would welcome your constructive involvement in the forward-looking work referenced above which will assist E20 to shape the future of the Stadium. I am aware that E20 has appointed a consultant, Alan Fort, whose recommendations will inform the decisions which my administration takes going forward. Understanding your vision will be of huge benefit to this work and I trust that you will continue to engage with us in these important matters.

## MAYOR OF LONDON

I also welcome your suggestion of a meeting and have asked my office to schedule a conversation later in the year once we know more about the outcome of the review and Alan Fort's emerging conclusions.

Thank you again for writing.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Sadiq Khan', with a stylized flourish at the end.

**Sadiq Khan**  
Mayor of London



Sadiq Khan, Mayor of London  
City Hall  
London  
SE1 2AA

9<sup>th</sup> October 2017

Dear Sadiq,

Thank you for your letter. We take great comfort from your words. It is good to know that you recognise that West Ham United have an important role to play in shaping the future for the London Stadium for the next 98 years.

You refer to the on-going review into historical decisions. We have not been invited to give evidence to this review, but as a key partner who have been wholly invested in the Stadium for the last seven years we are available to offer any input you feel helpful. You may find that much of the information you are seeking is already readily available to you. Indeed, we have always made ourselves available to E20 offering expertise, practical solutions and investment to make the Stadium viable in the long term as well as attempting to show them the way to quick short term wins.

Our view of the relationship has always been based on partnering principles. Indeed the contract that was presented to us fully anticipates this as a necessary approach if both parties are to benefit. We view our future as being interlocked with the success of the London Stadium and therefore the success of its landlord. We believe that there is a win-win outcome for all stakeholders if we all pull together.

At the time of the competitive tender which West Ham won comprehensively in 2012-13 LLDC's business plan showed that with West Ham as its anchor tenant the Stadium would generate a £4.8 million annual profit. The review will assess why this profit is not being achieved, but one factor may be that the original intention was that all stakeholders would operate in a strong ongoing partnership to common goals and objectives. We always envisaged that the anchor tenant/ landlord relationship would be meaningful so as to be successful and that future decisions and investment opportunities would be taken jointly.

Indeed the better outcomes have come about when this approach has been encouraged and I must say without that relationship in the past I doubt the Stadium would even have opened in the summer of 2016. During that period we did of course have a representative from LLDC who liaised with us on a day to day to day basis.

We fully appreciate that you have not been directly involved to this point but it is worth noting that the issues have been compounded since we moved here to the Stadium in 2016 and the circumstances we have subsequently had to endure. You will have received letters from me reaching out asking you for your help and that of your officers to help bring some logic and commercial sense to some of the discussions we have had with E20, I hope this will soon be forthcoming as the situation deteriorates by the day.

As a result, and as you mention, there is on-going litigation. We are deeply saddened but not apologetic in this regard. We have done everything in our power to find a mutually acceptable alternative to court, but this was not possible despite our best efforts. Having committed our future to the London Stadium, we feel that E20 is

seeking to take advantage of the fact that we cannot now relocate to an alternative venue, which is not our intention in any event. The agreement and basis upon which we took the monumental decision to move is being unashamedly disregarded by E20. I suspect therefore that unless a completely different approach is adopted by E20 then further litigation is sadly both inevitable and imminent.

We understand that this is not the proper forum to be commenting on legal proceedings, but I want to assure you personally that West Ham United is not asking for anything in addition to that which we already pay for under the contracts which allow us to use the London Stadium as our home ground. Indeed without going into the detail, I can also tell you that we have offered considerable sums for rights in addition to those detailed in that contract that amount to millions of pounds and which have been rejected in favour of no alternative whatsoever and certainly none that make any financial sense.

It may also be worth noting that in the latest judgement in the litigation proceedings, of which you no doubt have a copy, the Judge makes some very strong comments about E20's conduct saying that he wanted to send them a strong message. This may shed some light as to why E20 finds itself in litigation with each of its 'partners'.

It could be very different. Indeed, we proposed a better approach in 2012-13. You will know we paid £15m as an initial fee, we have invested a further £1million in return for rights which would enhance the Look and Feel of the Stadium and spent a further £2m on dressing the Stadium. These payments are in addition to our annual usage fees (rent) for 25 core days. We pay six figure sums for any days over and above that base level. We pay our way. Over the term of our agreement, based on our usage fee alone we will pay £2.75 + billion to E20 and our supporters generate significant additional revenue for the Stadium including catering income, pourage rights, etc.

The catering revenue could be so much greater than the £6m that E20 report was generated from our matches alone in 2016/17 season if the Stadium were operating to full capacity. Without media coverage of the Premier League watched by 4bn globally every year, the Naming Rights for the Stadium cease to be valuable. The brand exposure we generate for the Stadium and its commercial partners is regular and potentially highly lucrative. Sadly despite West Ham offering our expert help and offering on several occasions to sell the Naming Rights including alongside our shirt sponsorship when we contracted with Betway, E20 has so far failed to realise the value in the naming rights.

Frankly, we have always struggled to see how two distinct brands could sponsor the Stadium and the football club separately. E20 has consistently taken the view that the sponsorship of the Stadium and the club are unconnected. It is plain for all to see that the solution is to work together to realise the vast opportunities for all a model which works across so many stadia and football club partnerships. Instead E20 has embarked on a strategy to attempt to recoup rights already granted to us under the Concession Agreement.

E20's current actions are negatively impacting on our day to day operations as football club as well as our brand and that of our brand partners which is why we have been forced to pursue legal action. We simply cannot and will not be held to ransom in our own home ground. Our event days are currently being hijacked to an extent that no tenant or event owner would tolerate.

For our part we have created hundreds of full time jobs and thousands of part time all paying London Living Wage (almost 2,000 people work at the Stadium each matchday alone) that's before you even begin to consider the businesses and indeed London services (TFL etc.) that feed from the economy created by a top Premier League football Club in the Stadium. Our forthcoming announcement around the Apprenticeship levy and the



number of jobs and opportunities to upskill that we are providing to the local population is truly something we should both be celebrating. It may also be worth noting the major regeneration project we began and continue to fully support in Upton Park.

It seems to me that the only organisation currently not adequately capitalising on the vast opportunity created by the £4bn global audience of the Premier League that we bring and the 1.5m customers we deliver to the park each year is E20. However the guerilla approach they are employing in an attempt to achieve this currently can never deliver you a return. The vast opportunity that the Stadium offers can never be materialised with a strategy that continues to work against the Stadium's primary, most engaged and willing stakeholder and potential investor.

In my view, West Ham's current contribution, in the round, is akin to £10 million a year; we play a vital part in all aspects of the stadium. So I am deeply concerned that the Stadium is not commercially viable because the costs are out of control. Due to there being a palpable absence of management and strategy E20 has appointed consultant after consultant (we were recently contacted by the Taxpayers Alliance who reported to us that the most current consultant is earning £40,000 a month – we of course made no comment) however, I note by comparison that LS185 recently reported gross profit from its stadium operation. Were E20 to actually be represented by stakeholders with a vested interest in the Stadium it's growth and its fortunes, who embraced the opportunities of working with the football club I know it would wholly rejuvenate the finances of the Stadium. E20 is at loggerheads with us and with its Operator, LS185. All three of us could achieve so much more if there was harmony in place of strife.

West Ham is also the largest investor in the park in terms of our community output. We are the most committed stakeholder in terms of delivering a true sporting legacy and the greatest contributor to social mobility in and around the park. In 2016/17 WHU invested over £1.2m in Newham alone and in 2017/18 is committed to investing £1.4m for the benefit of Newham residents. We currently reach out to approximately 1200 unique participants each year living in Stratford/Newham with Athletics sessions on QEOP via the Active People Active Park (APAP) project alone.

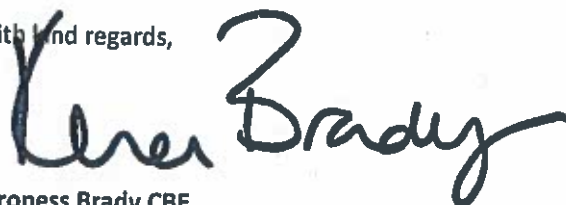
It is worth noting that our supporters and the community of East London are in many ways synonymous. We are a London based club with a loyal following. Our success is intertwined with the success of London. We engage on a daily basis with 4.5 million supporters through our social channels. Of the 2m registered and opted in supporters on our database (largely match attendees) 600,000 reside in London and the surrounding London Boroughs. These supporters have friends and families who are influenced by the success of our football club.

We also give back to our community in full recognition of its needs. We have the cheapest ST in Premier League despite the fact that demand for our matches far exceeds supply (10,000 £99 kids tickets and 10,000 £289 tickets) I would suggest you will be hard pushed to find another London Premier League Club that does this and so fully embraces the importance of its equality impacts.

The Stadium craves leadership and there is now an opportunity for you to step in and salvage this sorry situation. It is my firm and strong belief that if you were to embrace our experience in running profitable, successful stadia for our mutual benefit that we can together very quickly entirely reverse the fortunes of our Stadium. The Stadium deserves better and together I know we can deliver it. This should be and can quickly become the viable, jewel in the capital's crown as well as being home to a supportive and fully invested top Premier League London football Club. We just need the right person to listen.

I note you have visited the Stadium over the summer in athletics mode and I wish to invite you to attend as my guest for our fixture vs Liverpool (who I understand are your team) on 4 November. This game will also serve as our Remembrance fixture during which we annually use the platform provided by the power of the West Ham United badge and the Premier League to remember those we have lost serving the greater good and in these times particularly, those who continue to serve us today. Should you, which I sincerely hope you will, accept my invitation, we would also be honoured if you would join the delegation at the Stadium who will serve as wreathbearers on the Centre spot ahead of kick off at this significant and poignant fixture. We can combine your visit with a tour of the Stadium in football mode and an opportunity to discuss issues beforehand which I believe would be very beneficial. My long term aim going forward is that you would seek to utilise the incredible platform we have to offer not only to regularly engage with such a huge proportion of Londoners but that together we can through also use this powerful platform to the benefit of all Londoners.

With kind regards,

A handwritten signature in black ink, reading 'Baroness Brady'. The signature is fluid and cursive, with the first name 'Baroness' written in a smaller, more compact script than the surname 'Brady', which is larger and more prominent.

Baroness Brady CBE

Vice-Chairman, West Ham United FC



By email to Mr Sadiq Khan, Mayor of London

Friday 20<sup>th</sup> October 2017

Dear Mayor,

**RE: London Stadium**

I am sorry to write again in this regard, but I understand that the Moore Stephens review has been delayed. This is disappointing because I had been hoping that this review would be published by now. Given my Club's experience as the primary concessionaire at the London Stadium, I have an informed view as to the reasons why the Stadium is beset by financial difficulties. The review will be, I hope, a catalyst to drive changes in leadership and strategy. I also make the point that no one from West Ham has been asked to provide evidence to Moore Stephens.

In the meantime, West Ham United is working constructively with the E20 Stadium LLP team to make the best of the current situation. My team has the experience and the acumen to achieve the efficiencies that are needed to successfully run the Stadium. I feel strongly that problems besetting the operation of the Stadium at present could be resolved with more involvement and better engagement with West Ham United, which we have been offering since before we relocated to the Stadium.

I am proud that West Ham United is instrumental in delivering the legacy LLDC envisioned for London Stadium. Since relocating in 2016 we have invested over £2.5m in community output in Newham and the surrounding Olympic boroughs, which is benefiting over 25,000 local residents around London Stadium. In this coming season we will invest a further £3.2m. This is in addition to the regeneration in East Ham and Upton Park stemming from the redevelopment of the Boleyn Ground site. We have in recent years worked with, mentored and delivered opportunities for 120 apprentices with 87% from Newham and the surrounding Olympic boroughs. Our very own West Ham United Skill School – the first of its kind in the Premier League - launches later this month and will implement our pledge to upskill the future leaders and champions of industry one step further. Funded through the government's apprenticeship levy we have taken on a further 27 new apprentices already as part of this initiative.

The history of our relationship with E20 shows that when we work together to a common objective any issues that arise are resolved quickly and cost effectively. We stepped up to address E20's operational issues at the start of the season. We are constantly seeking ways to improve the customer experience at the Stadium which will drive revenue and improve E20's financial situation. I am sad that West Ham is not playing a prominent role in selling the Stadium Naming Rights which would be a major source of revenue for E20. We have the credentials to do this, have offered to do this and I am struggling to see how the naming rights can be sold independently to the Club's sponsorship. I do not understand the reluctance to involve us in key decisions as to the vision and strategy for the Stadium because we have a lot to offer in terms of our insight and ideas.

At a meeting earlier this week with E20 I was told, for the first time, that the cost of operating the Stadium for West Ham home matches is in excess of the usage fees (rent) that the Club pays. Having operated a stadium successfully for decades, I am well aware of managing operating costs and the potential to earn revenue at our football matches. If it is truly the case that current operating costs are not being covered by the payments we make then the Stadium does not appear to be being operated efficiently.

The financial model for the operation of the Stadium was mapped out with precision at the time of the competitive tender, so it is difficult to envisage LLDC accepting our financial bid if the Stadium's operating costs were not capable of being covered by the usage fees LLDC required that we pay.

I am also concerned that capital costs may be being conflated with operating expense. There have been some decisions taken not to pay for infrastructure (e.g. the police communications system) which have back-fired insofar as it required subsequent expenditure to address the consequences.

We have offered to help. Based on 25 years' experience we are available to you to look into the costs and suggest ways in which the Stadium can be operated more efficiently. There is no reason I can think of why the Stadium cannot be operated for our football matches at a cost below the fees that we pay. We have the expertise and the experience, but to date our offers of assistance have not been accepted.

I want you to know that West Ham United is ready, willing and available to lend our experience and expertise to this situation. We have demonstrated our commitment to the legacy for the Olympic Stadium. We have committed our future to the London Stadium. Indeed, we have burned our bridges, so to speak, in that the Boleyn Ground has been demolished so we have as big a stake in the success of the Stadium as anyone else.

Both E20 and West Ham United are missing out on significant revenue due to the failure to appoint a Stadium Naming Rights partner. Apart from our home matches, the Stadium calendar is largely unfilled. We have moved mountains to accommodate summer events at the Stadium, to our significant detriment. The retractable seating solution we were promised in 2013 is not functioning to purpose and clearly putting financial pressure on the Stadium.

Given this context, I am surprised that an insolvency turnaround specialist has been engaged by E20 to shape its vision and strategy rather than someone with demonstrable expertise in stadium management.

I do not want to be in litigation with E20. It has been necessary because of the approach to the Concession Agreement that has been taken. I want to foster better relations. I want the Stadium to be as successful as my football club. I am available to E20's management to work collaboratively to drive efficiencies and generate profits. I believe that there are efficiencies that can be implemented and opportunities that can be exploited. If you have any suggestions as to how all of us who are committed to the legacy, the viability and the success of London Stadium can work together more effectively to benefit the Stadium, please share them with me. All of us – you, the GLA, LLDC, E20 and West Ham - who are stakeholders in the Stadium owe it to those who we each serve to make the Stadium successful.

You can count on my support to work collaboratively, all of us, as one team to realise the vision for the London Stadium.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Baroness Brady', written over the typed name.

Baroness Brady CBE

Vice-Chairman, West Ham United FC

# MAYOR OF LONDON

**Baroness Brady CBE**

Vice-Chairman  
West Ham United Football Club Limited  
London Stadium  
Queen Elizabeth Olympic Park  
London E20 2ST

**Our ref: MGLA111017-0113**

**Date: 03 NOV 2017**

*Dear Baroness Brady,*

**Re: London Stadium**

Thank you for your letters of 9 October and 20 October about the London Stadium and the Moore Stephens review.

I very much welcome your commitment to making the London Stadium – and the wider area – a success. It is an ambition I share and indeed place a high priority on. I have asked LLDC and E20 for their views on the points you raise in your letters and I will reply more fully when I have considered their comments.

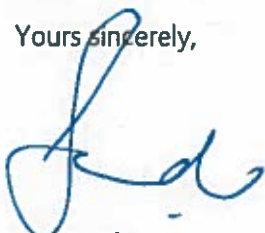
Like you, I am disappointed that Moore Stephens' independent review has not yet reported. I am keen for the review to conclude so we can establish a clear way forward for the Stadium. Your details have been passed to the team at Moore Stephens and I hope they will consider meeting you. However, given the review is being conducted in a way that is independent of me, such decisions are for the review team to take.

Thank you for inviting me to the Liverpool match on 4 November. Unfortunately, I have a prior engagement and cannot attend. I am pleased West Ham United continue to remember and pay tribute to those who have served or are currently serving in the Armed Forces.

You are correct that I am a Liverpool fan; so, while it's difficult for me to wish West Ham the best of luck on this occasion, I do hope it is as entertaining spectacle for fans on both sides!

As per my letter of 20 September, I do look forward to having a conversation with you later in the year.

Yours sincerely,



**Sadiq Khan**  
Mayor of London





Sadiq Khan  
Mayor of London  
City Hall  
London  
SE1 2AA

Wednesday 8<sup>th</sup> November 2017

Dear Mayor

Thank you for your letter dated Friday 3 November. I am very encouraged by your suggestion that we will soon be working together to establish a clear way forward for the Stadium and that these talks will take place before the end of the year. As you know my view is that these cannot happen soon enough. I can sense that you share our frustration around the delays to the Moore Stephens report and I appreciate your view that this must conclude before we can move forward. That said, I truly believe there are huge benefits for us both to commencing dialogue now. This would give us an opportunity to explore ways to work together more effectively going forward.. The extent to which you feel that it is correct for your office to be involved is a matter for you, but may I say that your involvement would, in my view, be extremely welcome.

Thank you also for requesting that Moore Stephens contact us for our input into the report. It is a great shame that I was not asked to be involved before now. I can say they have now contacted me but with their report due to be finalized in 2 day's time, and with the Managerial issues I have here at West Ham United and my commitment to voting in the House of Lords it is not easy to find the time they have requested in the short time frame they have given me, which is a great shame. I have still offered to assist Moore Stephens, but in the limited time available this may have to be in writing only.

One of the many disadvantages arising from litigation is that one cannot be as open as I might otherwise be. I understand that you are hearing one side of the story, but please understand that there is another side and in time you will come to learn all of the facts. I have today written to E20 indicating, again, that I am open to proposals by which West Ham contributes more to the Stadium in terms of support, financial and otherwise, albeit we cannot be expected to pay twice for rights and entitlements we have already been granted.

Congratulations also on your announcement this morning re LLW and your highly commendable work in this field. You may know that West Ham were invited to be front and centre of the announcement as one of the first Premier League Clubs to receive the accreditation and that as a result I was invited by LLW to speak at the announcement at Lush yesterday morning.



For a number of reasons which are well documented (I am sure you will be aware of the recent events surrounding the Manager's position here at the Club) I had to decline the opportunity. I want you to know though that it was my intention to attend and to fully support you and in doing so champion your fantastic efforts in this area and indeed the fact that your hugely positive intervention will mean not only will West Ham United be one of the first Premier League Clubs to be fully LLW accredited but also that London Stadium will be one of the few Stadia in the Premier League that can boast this for all of its full and part time staff.

It really is incredible when you consider how many jobs we have collectively created at the Stadium to think that every one of the those thousands of employees will benefit from London Living Wage.

I assure you that we do plan to work with LLW later this week to maximise the benefits of such a positive announcement for us both.

Positive opportunities like this, the recent Royal visit championing the great work we do here at West Ham with apprentices (87% of whom are from the London Olympic boroughs) and Saturday's highly acclaimed remembrance activities continue to re-enforce to me that the sooner we are able to proceed in true partnership and make the most of the opportunity afforded by the platform we have at our disposal the better.

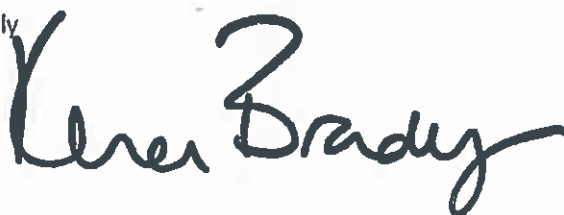
The benefits of standing shoulder to shoulder were also highly apparent to me as I watched Peter Hendy and David Goldstone face the London Assembly last week. Whilst there are issues that we clearly must work together to address, as David Goldstone so admirably represented to the Assembly, the Stadium brings huge social and economic benefits to the area, as does having a Premier League Football Club as anchor tenant.

It was interesting to me given the discussion around Naming Rights that without a Premier League Football Club as anchor tenant and the £4bn global audience of the Premier League that brings, there is little or no value to be achieved from Naming Rights in any event. It is clear to me that we are stronger by the sum of our parts and the sooner we are able to work together to increase revenue, drive down costs and to champion our collective investment in the surrounding area the better for the London and the Stadium's viability and brand perception.

One thing I hope we already both understand ahead of the Moore Stephens findings is that we are both wholeheartedly committed to turning the Stadium's fortunes around, to ending the current disputes and to finding a way of working collaboratively to mutual benefit for the next 98 years.

Therefore, please do let me know when you feel the time is right for us to have this discussion. I am certain that hearing what I have to say can only be of benefit in terms of aiding you in what I know first-hand is your full commitment to address the current situation surrounding the Stadium on behalf of all Londoners.

Yours sincerely  
Karren

A handwritten signature in black ink, appearing to read 'Karen Brady', written in a cursive style.

Baroness Brady CBE



**BY EMAIL AND POST**

Mr David Goldstone, CBE  
Chief Executive  
London Legacy Development Corporation  
Level 10  
1 Stratford Place, Montfichet Road  
London  
E20 1EJ

**Cc: Mayor Sadiz Khan**

Tuesday 21<sup>st</sup> November, 2017

Dear David

Thank you for your letter dated 20 November.

There are statements in your letter which are very welcome. There are also certain statements which do not fairly and accurately reflect the situation in which we find ourselves.

I agree that E20's relationship with West Ham United is not as strong as it might be. I would welcome a better rapport. I agree with you that there has been a loss of trust. I agree with you that trust needs to be re-established.

I do not agree with you that the deterioration in the relationship is attributable to the legal proceedings. The legal process was the last resort for West Ham faced with a denial of rights to which we say we are entitled under the Concession Agreement. Litigation was very much a last resort for us. We ran out of alternative courses of action faced with the position taken by E20. It does not assist resolution of the matters which divide us for you to portray West Ham United as an aggressor. It is the case that we initiated legal proceedings as claimant, but this followed extensive dialogue with the purpose of reaching a consensual solution. My view is that E20 left us no viable alternative but to ask the courts to decide which of us is correct in our interpretation of the CA. The litigation was the product of the erosion in trust and confidence and not the cause. Indeed you will recall that when it became clear that there was no other option available to us, I appealed to you on several occasions to jointly seek expert determination for a simple legal interpretation of the contract to enable us to proceed in partnership despite our divergence of positions in certain matters.

I feel it is necessary to correct the mischaracterisation of West Ham United as an aggressive litigant making demands of E20 to which we are not entitled. I accept that our interpretation of the CA is not shared by E20, which is why we need assistance from the courts. It would be helpful if you and your colleagues accepted that West Ham United is genuine in its belief that the CA provides rights and entitlements which we are not currently enjoying, even though we pay for them. I am not seeking your acceptance of our legal argument, but persistently painting us as pursuing an unjustified claim has the effect of undermining the trust and confidence which is lacking in the relationship to which you refer.

We are not, as you suggest, seeking extra seats for free. You also refer to revenue which you consider to be foregone by E20 in relation to seats. There is nothing in the CA which requires us to make an extra payment for seats in addition to 53,500. The CA was always based on a unitary payment of Usage Fee with additional payments relating to matches over and above our quota and additional payments matching success on the pitch. There are no provisions in the CA which relate to revenue for E20 based on seating capacity and this was never agreed, unlike anyone else on your team, I was there at all these meetings when these issues were debated, negotiated and agreed. Indeed, if the capacity was greater than 57,000 (as it is currently) there would be additional revenue opportunities for E20 such as substantial catering income.

Your letter makes clear that you are not happy with the deal you signed with us. This seems to be at the core of our difficulties. We made an agreement which you now consider to be too favourable to West Ham United and you are seeking to make amends.

The competitive tender process which we won in 2012 was predicated on the commercial viability of the Stadium. LLDC assessed that West Ham United's bid was the best offer tendered and provided long term viability for the Stadium. You make reference to the proceeds of the sale of the Boleyn Ground, which was never a factor in the decision to award the Concession Agreement to West Ham save only to the extent that we committed to pay £15m from the sale proceeds to E20. My feeling is that your position is based on a sense that West Ham United has done well out of the Concession Agreement while E20 has struggled. This resentment is at the root of the problem. In truth, we have had to get used to a very different model of operation. We use the Stadium for matches on @25 days of the year only. We aspire to being collaborative and valued partners to E20 and other concessionaires, but we have to derive value from the contract we both signed in order to balance our books.

We have been forced to act so as to enforce the contract we both signed, having spent the last two years make every effort to resolve issues via collaboration in the first instance. With regret, we really do have no choice but to resort to a legal process which is frustrating, particularly as we are an engaged and willing partner and want to help turn around the Stadium's fortunes and image.

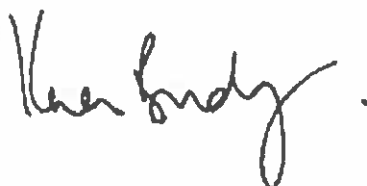
You refer to a lack of clarity in the CA. This is a contract written by LLDC's lawyers. Parts of this agreement were presented to us on a non-negotiable basis. In relation to those clauses which we were allowed to negotiate, the drafting was undertaken by LLDC's legal team. We were allowed to make suggestions, but the actual drafting was written by your lawyers. On the question of seating capacity, whilst we may disagree on interpretation, there is no lack of clarity – the CA refers to a minimum capacity. There is no lack of clarity as to our payment obligations. There is an absence of any obligation to make payment related to seating capacity, because none were agreed.

You also refer to criticism of West Ham United by the court. I am puzzled by this statement. I have reread the transcript of Mr Justice Mann's judgment and I do not see any criticism levelled at West Ham?

I have made clear repeatedly that West Ham United seeks no more and no less than our contractual entitlements for which we make payment. The constant suggestion that we are demanding rights to which we have no entitlement and for which we do not pay is the root cause of the deterioration in trust and confidence to which you allude.

I have not made reference to all of the inexactness in your letter. To end on a positive note, I agree that a clear, shared vision for the Stadium should be a joint objective for all stakeholders. This has to be based on trust and confidence, but also empathy. If you have any constructive suggestions or offers to resolve matters we are always willing to listen.

Best wishes and I will see you at the Park Dinner later (just leaving WHU now!)

A handwritten signature in black ink, appearing to read 'Karren Brady', followed by a period.

Karren

**FW: Email from Baroness Brady to David Goldstone cc The Mayor of London**

[REDACTED]  
To: Mayor (mayor@london.gov.uk)

Cc: [REDACTED]

Attachments: 21 11 17 Letter to D Goldstone cc Mayor Sadiz Khan.pdf

Dear Mayor of London's office,

Please accept my sincerest apologies for my typo in the Mayor of London - Mr Sadiq Khan's name in the letter from Baroness Brady attached. Please note that this was my administrative error and not that of Baroness Brady.

With thanks and kindest regards,

[REDACTED]  
PA to Baroness Brady  
[REDACTED]

---

From: [REDACTED]

Sent: 22 November, 2017 08:55

To: [REDACTED]

Cc: Mayor of London <mayor@london.gov.uk>

Subject: Email from Baroness Brady to David Goldstone cc The Mayor of London

Dear [REDACTED]

Please can you kindly pass the attached letter onto Mr Goldstone from Baroness Brady.

Also, sent by post.

If I can be of any further assistance please do not hesitate to contact me.

With thanks and kindest regards,

[REDACTED]  
PA to Baroness Brady, CBE  
[REDACTED]

This message has been scanned for viruses by the Greater London Authority.

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**BY EMAIL AND POST**

Mr David Goldstone, CBE  
Chief Executive  
London Legacy Development Corporation  
Level 10  
1 Stratford Place, Montfichet Road  
London  
E20 1EJ

**Cc: The Mayor of London Sadiq Khan**

Thursday 30<sup>th</sup> November 2017

Dear David,

Thank you for your letter dated 29<sup>th</sup> November 2017 and your warm words regarding the dinner. I certainly enjoyed the evening and hope that over time we shall be able to build a strong partnership to the benefit of us all, along with the community that we all are seeking to serve.

I also appreciate the candour with which you have expressed yourself with regard to the various disputes that exist between the Club and E20. My hope has also been to resolve these issues by negotiation as opposed to litigation and remain open to that as a way forward.

I must however make some comment with regard to the matters you have set out. Not, I stress, to introduce further disharmony into the situation but in the hope that it will lead to a greater appreciation of my own position and that of the Club.

It is true that there have been differences between the Club and E20 over the interpretation of the Concession Agreement and it is also true that when we have reached a complete impasse, we have been left with the only means of dispute resolution available. However to portray West Ham as the unreasonable aggressors is, I believe, unfair. I would welcome your comments on the following matters which do appear to contradict your interpretation of the position:

Firstly when it became apparent that there was a genuine difference of view as to the seating capacity issue West Ham sought a determination of this issue by the Court by means of a quick and inexpensive route that would have seen the matter resolved by now (a "Part 8 claim"). E20's solicitors resisted this and threatened their own Part 7 Claim in relation to a related dispute that West Ham had not brought to litigation (a far more expensive and lengthy process). The disclosure process that you complain about (and which to be frank I would very much wished to have avoided) has been driven by E20's insistence that the claim cannot be dealt with simply on the wording of the contract. The impression gained at this end was that E20 had given clear instructions to its legal team that it wanted to delay the resolution of the capacity issue for as long as possible.

Secondly, West Ham's position on the capacity issue has always been that the wording of the agreement is plain on its face (hence the desire for a quick and inexpensive determination). E20's position was that it wished to introduce a great many factual matters which surrounded the negotiation of the contract. It seems obvious to us that there would be no need for this if E20 felt comfortable with the wording of the



agreement itself. Does that not, at the very least, strongly suggest that West Ham's interpretation of the contract is genuine and reasonable, even if it turns out to be wrong?

In relation to these two points I would make this offer: let's just stay the litigation and refer the seating capacity issue to a Judge to be determined on the basis of the wording of the Concession Agreement alone. I am told that if both sides agreed this could be resolved very quickly and the vast disclosure costs stopped. It is true that this would leave the remaining issue of an application for the capacity to be increased to 60,000. However I will personally undertake that after the capacity issue has been resolved we will sit down (with or without lawyers) and try to find a way forward in this regard. I strongly suspect that once we know what the correct legal position is on our access to the seating, we will be able to agree the terms on which an application for an increase in the capacity would be made.

Thirdly, I understand that E20 has concerns about making an application for increased capacity to 60,000, but can I suggest the following possible way through this. If you agree to the staying of the litigation for the time being: E20 (through LS185) could make an application for an increase in the safety certificate to Newham to take the capacity up to 60,000. Let me know if there any costs associated with this and I will see what we could do to help in that regard. I understand that LS185 have no objection to this in principle. If there is a concern that a successful application would result in our complaining that it had not been done earlier we can talk about that and see what comfort could be given. I really don't see what E20 has to lose in this regard: If the application succeeds the issue goes away; and if the application fails E20 will have been vindicated.

Fourthly in your letter dated 20<sup>th</sup> November 2017 in response to my reference to the criticism of E20 and its lawyers by Mr Justice Mann you said that: *"the judge also made reference in that decision to the poor behaviour of West Ham."*

In my last letter I asked you to identify any criticism the Judge made and you have responded with a partial quote where the Judge was citing what E20's counsel had said. The full quotation was (with the words you omitted underlined):

*"Mr Nourse urged upon me that if I looked at the totality of the correspondence relating to a number of disputes between the parties, I would see that West Ham has behaved just as badly from time to time. That may or may not be the case..."*

There is the world of difference between a Judge referring to counsel's submissions and saying that this "may or may not be the case", and the implication you sought to give in your first letter that the Judge had made a critical reference to poor behaviour by West Ham. Will you accept that the Judge did not make any criticism of West Ham in his judgment? Do you therefore accept that there was no equivalence in the Judge's finding with regard to the conduct of the parties?

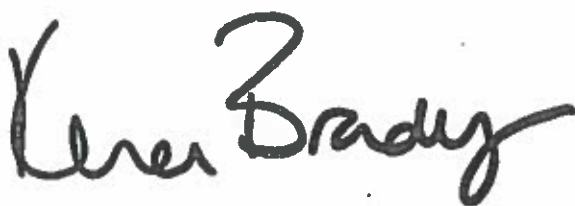
Fifthly, we continue to be exasperated by the highly technical and obstructive approach being taken by E20's legal team. Every conceivable point is taken when there is no point to them. A simple example is regarding the dispute over the running track. Part of the dispute can be determined by an expert and part by the Court. Our lawyers have suggested that the parties agree to the entire dispute being determined by the expert, which will be quicker and cheaper. Incomprehensibly E20's lawyers are insisting that the dispute will have to be considered in both forums: firstly by the expert and then by the Court. One of the matters that we are saying to the Court and will say to the expert is that there has been no contrition expressed by E20 with regard to the matters that the Judge was critical of, and that the same tactics continue to be deployed now. Would you now confirm to me that you accept the Judge's criticisms and have instructed E20's legal team to adopt a more commercial and reasonable stance in future?

Sixthly I note that you focus on the seating capacity issue between the parties, and it is clear that you feel very strongly about this. I am slightly concerned that the strength of feeling on that issue might be

prejudicing other requests that West Ham has made. Can you confirm that there is no cross contamination in this regard and that you and E20 are approaching all issues on their legal and commercial merits? I say this because it does seem odd to me that E20 are quite so uncooperative on such matters as showing Sky/BT sports TV in the hospitality areas or allowing West Ham to pay for a new and much improved running track cover. One can well see why you would not wish to incur additional expense on some issues, but sometimes E20's refusal to act in such a way as would apparently benefit both sides or would not cause E20 any prejudice has the appearance of being vindictive.

Finally I am also very hopeful that once the present teething troubles are resolved we shall all be able to move forward in a positive and amicable way. Please do consider whether the olive branch I am offering on the seating capacity issue is of any interest. I would certainly wish to try and find a way forward that did not involve the enormous legal costs that we are both incurring.

Regards,

A handwritten signature in black ink, appearing to read 'Baroness Brady'. The signature is fluid and cursive, with a large, stylized 'B' and 'D'.

Baroness Brady CBE

BY POST & EMAIL



**Sir Peter Hendy CBE**  
Chair  
London Legacy Development Corporation  
Level 10  
1 Stratford Place  
Montfichet Road  
London  
E20 1EJ

**Mr. David Bellamy**  
Chief of Staff  
Mayor of London's office  
City Hall  
London  
SE1 2AA

13<sup>th</sup> December 2017

Peter/David

My Chairman David Sullivan has asked me to write to you following your recent correspondence. He advises me that he has made his and the Club's position clear in terms of lines of communication going forward.

As you know I have been reaching out to you both now for some months. I remain optimistic that as you suggest in your letter Peter, and you have indicated to me when we've met David (which I hope you would agree has always been very positive) that this new direction signaled by the official introduction of you both coupled with the pending appointment of the new CEO will bring renewed energy, direction and I hope also, the good faith and trust to the relationship that we are both so desperately seeking.

I am aware that there has been criticism of the deal recorded in the Concession Agreement. Much of this disparagement has been voiced without an inside knowledge of the negotiations and has been levelled without a full appreciation of the long term mutual benefits. The fact remains we entered into a binding contract after an exacting negotiation and the onus is now on us both to make that agreement work for the common good.

When we played our first match at the Stadium in the Premier league, the Stadium operation was sub-standard - there was no adequate segregation line, no police presence in the Stadium and home and away fans were able to mix. It is a wonder that the consequences were not more serious. We have since worked collaboratively and collegiately with your appointed operator LS185 despite the constraints on that relationship, however our relationship with our supporters has never recovered. The constraints we are under on our matchdays also restrict our ability to improve their matchday experience at the most basic level .

I have been told for the best part of a year that we all had to wait for receipt of the Moore Stephens report before things could move forward. The report has now been published and does not criticise West Ham. Indeed, I would have been astonished had it done so.

I am sure you won't be surprised to know that I was contacted by many journalists following the publication of the Moore Stephens report. In the interests of paving the way for constructive dialogue with a new team I have kept my counsel despite the mounting pressure upon me to explain that West Ham are not in fact the reason the Stadium is in distress.

I have publicly backed the Mayor because I truly believe that his direct involvement is a positive step in the right direction. I have refrained from flagging the fact that the most serious issues have arisen in the last 18 months because I truly want to work in partnership with you to turn things around.

I have had to be patient but my Board is no longer prepared to be used as a political pawn to the detriment of our relationship with our supporters.

I have an open mind as to the best way to make progress. I have asked myself the question: if the opportunity to bid for the anchor tenancy at the Stadium had not been as restrictive as it was, had we been allowed to shape a deal as we would have preferred, what would that contract look like?

I suspect that with hindsight, we might both decide that there might be an even more mutually beneficial agreement to be reached – one which generates more revenue for E20 and which provides my football club with use of a stadium which our supporters will consider their new home.

I cannot pretend that there has not been considerable damage to the relationship inflicted by E20's approach to West Ham United to date. Whatever you may hear to the contrary, it is simply not the case that we have been aggressive or vexatious. Contractual rights have been withheld and we have been held to ransom with our commercial partners. When there have been issues of disagreement as to the interpretation of the Concession Agreement, we were left with no feasible alternative but to seek assistance from the court. We have tried to reach mutually acceptable outcomes, indeed when E20 asked us to put up the cash to cover the costs E20 claimed would be incurred prior to solving the seating capacity issue, we offered to loan E20 the money, only for E20 to spurn this proposal by declining to take the issues in dispute to expert determination and/or court for resolution. It is so damaging to trust and confidence when we offer work-around solutions for these to be rejected. More recently, we have been denied signage rights that we enjoyed in our first season at the Stadium with E20's approval which has affected our position with sponsors. I have to tell you that there are individuals currently engaged by E20 with whom I cannot now do business – I am hopeful that your involvement signals a change in emphasis and that we can work together to achieve great things for the Stadium, for E20 and West Ham United.

I hope to hear from you at the earliest opportunity so that right people can get in the room to resolve this sorry state of affairs once and for all. It goes without saying that you are both welcome in the Boardroom for any of our forthcoming matches including tonight's fixture vs Arsenal should you wish to discuss further.

Yours sincerely,

A handwritten signature in black ink, reading "Baroness Brady". The signature is written in a cursive, flowing style with a large initial 'B'.

**Baroness Brady CBE**  
**Vice-Chairman of West Ham United FC**

**RE: From Baroness Brady CBE**

[REDACTED]@london.gov.uk)

To: [REDACTED]

Cc: Mayor (mayor@london.gov.uk)

Hi [REDACTED] HNY to you too!

I've forwarded your email to the Mayor's Private Sec and Diary Sec and one of them will come back to you shortly. Just FYI, there isn't a date set as yet, but as you note a meeting was mentioned in the B&P committee.

Regards

From: [REDACTED]

Sent: 10 January 2018 09:40

To: [REDACTED]@london.gov.uk>

Cc: Mayor <mayor@london.gov.uk>

Subject: From Baroness Brady CBE

Dear [REDACTED]

I hope you're well ☺ Happy New Year.

Baroness Brady has asked me to contact the Mayor's office as she has seen that he reported to the London Assembly Budget and Performance Committee yesterday that he has a date in his diary to meet with her, however we don't have that date at this end. Baroness Brady would welcome the meeting so I'd be very grateful if you could ask his assistant to confirm the date he would like to meet?

With kind regards,

**PA to Baroness Brady CBE**

**West Ham United Football Club**

London Stadium, Queen Elizabeth Olympic Park

Gate 1, off Loop Road and Marshgate Lane

London E20 2ST

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