**FREELANCE AGREEMENT**

**THIS AGREEMENT** is dated 16 November 2017

**PARTIES**

1. **HULL UK CITY OF CULTURE 2017 LIMITED** incorporated and registered in England and Wales with company number 09106231 whose registered office is at Pacific Exchange, 40 High Street, Hull, HU1 1PS (“**Hull 2017**”); and
2. **THE INDIVIDUAL** whose name and address is set out below (the “**Individual**”).

**AGREEMENT**

1. Each of Hull 2017 and the Individual wish to confirm the terms concerning the provision of the Individual’s services to Hull 2017 in accordance with the terms of this agreement.

|  |  |  |
| --- | --- | --- |
|  | **Name of Individual** | **Andrew Carruthers** |
|  | **Address of Individual** | **15 Farnley Square, Ella Street, Hull, HU5 3AN** |
|  | **Services to be provided by Individual** | **Operations Manager for Substance Future Forum** |
|  | **Time Period for Services** | **November and December 2017** |
|  | **Fee/Day Rate** | **£1000** |
|  | **Bank Name** | **Nationwide** |
|  | **Bank Sort Code** | **07 44 56** |
|  | **Bank Account Number** | **36199028** |

Signed for and on behalf

of **Hull UK City of Culture 2017 Limited**

………………………………………………. Director

Signed by Fran Hegyi (Executive Director) for and on behalf

of **Hull UK City of Culture 2017 Limited**

………………………………………………

Signed by **Individual**

………………………………………………….

**TERMS AND CONDITIONS**

1.
2. TERM

The Individual shall provide the services set out in Schedule 1 (the “**Services**”) to Hull 2017 on the dates set out in Schedule 1 unless and until this agreement is terminated by either party giving to the other in accordance with this Agreement.

1. SERVICES
	1. The Individual shall be based at the offices of Hull 2017 at Pacific Exchange, 40 High Street, Hull, HU1 1PS and shall, unless prevented by ill health or accident, be required to provide the Services at the times set out in Schedule 1. The Individual shall use best endeavours to promote the interests of Hull 2017 when carrying out the Services and time shall be of the essence with respect to the agreed timescales.
	2. The Individual warrants undertakes and agrees with Hull 2017 that:
		1. the Individual is free to enter into this agreement and supply the Services and is not under any pre-existing obligation which would prevent or hinder supply of the same;
		2. the Individual shall render the Services to the best of the Individual’s skill and ability in a professional and workmanlike manner at such locations and times and in co-operation with such persons as Hull 2017 may from time to time direct;
		3. the Individual shall not in connection with any activities under this agreement do or suggest the doing of any action which might be unlawful or infringe the rights of any third party or which might prejudice or damage the reputation of Hull 2017;
	3. If the Individual is unable to provide the Services due to illness or injury the Individual shall notify Hull 2017's Client Service's Manager or such other person as shall be notified to the Individual by Hull 2017 as soon as reasonably practicable.
	4. The Individual must comply with such policies of Hull 2017 as shall be notified to the Individual. The Individual must comply with Hull 2017’s anti-corruption and bribery policy and procedures and the Bribery Act 2010. Failure to do so may result in the immediate termination of this Agreement.
	5. The Individual shall be available at all times on reasonable notice to provide such assistance or information as Hull 2017 may require.
	6. The Individual has no authority (and shall not hold him/herself out as having authority) to bind Hull 2017, unless Hull 2017 has specifically permitted this in writing in advance.
2. FEE AND EXPENSES
	1. Hull 2017 will pay a Fee to the Individual as set out on page 1 of this Agreement which shall be exclusive of any VAT (the “**Fee**”). The Individual shall submit either an invoice which details the time the Individual has spent on providing the Services. Hull 2017 shall pay the Fee to the Individual within 30 (thirty) days of receipt by Hull 2017 of a correctly completed invoice and all payments shall be made in accordance with the account details specified on such invoice.
	2. The Individual shall not incur any expenses or costs on behalf of Hull 2017 without Hull 2017’s prior written consent. Hull 2017 shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services within thirty (30) days of receipt of the Individual’s invoice and all relevant receipts.
	3. Hull 2017 is entitled to deduct from any sums payable to the Individual any sums that the Individual may owe Hull 2017 at any time.
3. OTHER ACTIVITIES

The Individual may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Individual in a conflict of interest with Hull 2017. However, the Individual may not be involved in any capacity with a business which does or could compete with the business of Hull 2017 without the prior written consent of an authorised representative of Hull 2017.

1. CONFIDENTIAL INFORMATION AND HULL 2017 PROPERTY
	1. The Individual shall not use or disclose to any person either during or at any time after the Individual’s engagement by Hull 2017 any confidential information about the business or affairs of Hull 2017 or about any other confidential matters which may come to the Individual’s knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of Hull 2017 or any of its business contacts.
	2. The restriction in clause 5.1 does not apply to:
		1. any use or disclosure authorised by Hull 2017 or as required by law; or
		2. any information which is already in, or comes into, the public domain otherwise than through the Individual’s unauthorised disclosure.
2. DATA PROTECTION
	1. The Individual consents to Hull 2017 holding and processing data relating to the Individual for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the Individual.
	2. The Individual consents to Hull 2017 making such information available to those who provide products or services to Hull 2017 (such as advisers), regulatory authorities, governmental or quasi-governmental organisations.
	3. The Individual irrevocably consents to the transfer of such information to Hull 2017's business contacts outside the European Economic Area in order to further its business interests.
3. INTELLECTUAL PROPERTY
	1. The Individual hereby assigns to Hull 2017 all existing and future intellectual property rights in and to the product of the Services.
	2. The Individual hereby assigns to Hull 2017:
		1. all existing and future intellectual property rights and all performer's property rights and all rights of action and all other rights of whatever nature in and to the product of the Services whether now known or in the future created to which the Individual is now or may be at any time after the date of this Agreement entitled by virtue of any laws in force in any part of the world to hold to Hull 2017, its successors and licensees absolutely; and
		2. all inventions arising from the Services;
		3. The Individual hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Individual has or will have in any existing or future works.
		4. The Individual agrees promptly to execute all documents and do all acts as may, in the opinion of Hull 2017, be necessary to give effect to this clause 7 and the Individual hereby irrevocably appoints Hull 2017 to be the Individual’s attorney to execute and do any such instrument or thing and generally to use the Individual’s name for the purpose of giving Hull 2017 or its nominee the benefit of this clause 8 and acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of Hull 2017 that any instrument or act falls within the authority conferred by this clause 7 shall be conclusive evidence that such is the case.
4. INSURANCE AND LIABILITY
	1. The Individual shall have personal liability for and shall indemnify Hull 2017 for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Individual, of the terms of this Agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the term adequate insurance cover with reputable insurers acceptable to Hull 2017.
	2. Hull 2017's liability in respect of this Agreement shall be limited to the lesser of the amount of fees paid to the Individual pursuant to this Agreement during the Individual’s engagement or over the twelve month period prior to which such liability arose.
	3. Nothing in this Agreement excludes or limits Hull 2017's liability in respect of death or personal injury caused by the negligence of Hull 2017.
5. TERMINATION

 Hull 2017 may at any time terminate the Individual’s engagement with immediate effect with no liability to make any further payment to the Individual (other than in respect of any accrued fees or approved expenses at the date of termination) if:

* + 1. the Individual is in material breach of any of the Individual’s obligations under this Agreement; or
		2. other than as a result of illness or accident, after notice in writing, the Individual wilfully neglects to provide or fails to remedy any default in providing the Services.

Any delay by Hull 2017 in exercising its rights to terminate shall not constitute a waiver of those rights.

1. OBLIGATIONS ON TERMINATION

 Any Hull 2017 property in the Individual’s possession and any original or copy documents obtained by the Individual in the course of providing the Services shall be returned to Hull 2017 at any time on request and in any event on the termination of this Agreement.

1. GENERAL
	1. Nothing contained in this Agreement shall constitute a partnership or contract of employment between the Individual and Hull 2017. The Individual will be an independent contractor and nothing in this Agreement shall render the Individual an employee, worker, agent or partner of Hull 2017 and the Individual shall not hold him/herself out as such.
	2. The Individual shall be fully responsible for and indemnify Hull 2017 against any liability, assessment or claim for (i) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and (ii) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any substitute against Hull 2017 arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Hull 2017.
	3. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (if an individual), their home address or sent by email to the email addresses notified by the respective parties from time to time.
	4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Individual and Hull 2017 shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.
	5. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
	6. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.