**HULL 2017 ADDENDUM TO FRAMEWORK AGREEMENT**

**THIS AGREEMENT** is made on 2017

**BETWEEN**

1. **HULL UK CITY OF CULTURE 2017 LIMITED** a company incorporated in England and Wales under company number 9106231 (with registered charity number 1162199) whose registered office is at 40 High Street, Pacific Exchange, Hull, HU1 1PS (“**Hull 2017”**); and
2. **TIM GARBUTT EVENTS LIMITED** a company incorporated in England and Wales under company number 5003775whose registered office is at The Meeting House, 10 Meeting House Lane Bolster Moor, Huddersfield HD7 4NR (the “Supplier”) and
3. **TG PRODUCTION SUPPLY LIMITED** a company incorporated in England and Wales under company number 09522509whose registered office is at The Meeting House, 10 Meeting House Lane Bolster Moor, Huddersfield HD7 4NR (the “Supplier”) and

**BACKGROUND**

1. Hull 2017 and the Supplier have entered into a framework agreement dated 14 June 2016 (the “**Framework Agreement**”), pursuant to which the Supplier was appointed as a framework supplier for event and production management and delivery.
2. Hull 2017 now wishesto wishes to engage the Supplier, and the Supplier agrees to provide the Services set out in this Agreement in accordance with the terms and conditions contained in the Framework Agreement.
3. **DEFINITIONS AND INTERPRETATION**

In this Agreement, capitalised terms shall have the meaning given to them in the Framework Agreement unless otherwise provided herein except that the term “Service Fee” used in this Agreement shall replace the definition of “Price” in the Framework Agreement.

1. **SERVICES**
   1. The Supplier shall provide Hull 2017 with the Services specified in Schedule 1.
   2. The Service Fee and the payment schedule shall be as specified in Schedule 2.
2. **PROVISION OF SERVICES**

The Supplier shall deliver the Services in accordance with the instructions and date(s) specified in Schedule 2 (or, to the extent that no date or timescale is specified, then at such time as Hull 2017 may approve in writing or reasonably request).

**THIS AGREEMENT IS HEREBY SIGNED** by the parties or their duly authorised representatives on the date of this Agreement.

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| --- | --- |
| Signed by Katy Fuller  for and on behalf of  **Hull 2017** | ) ) )…………………………………… |
| Signed by Francesca Hegyi  for and on behalf of  **Hull 2017** | ) ) )…………………………………… |
| Signed by **Tim Garbutt**  duly authorised for and on behalf of  **Tim Garbutt Events Limited** | ) ) )…………………………………… |
| Signed by **Tim Garbutt**  duly authorised for and on behalf of  **TG Production Supply Limited** | ) ) )…………………………………… |

**SCHEDULE** **1**

SERVICES

The services to be provided by the Supplier in relation to the Epicycle taking place on the 12th and 13th of August 2017 and shall include (but not be limited to) the following:

**1. Production Management**

* Scoping technical and production requirements as identified by technical rider and in additional to these
* Advising on suitable and cost effective solutions
* Venue scoping and fit out where required
* Site Visit with CirkVost technical team
* Budgeting
* Scheduling
* On-site production Management
* Coordination and management of contractors and crews

1. **Production Budget Management**

* Open book management of the Production Budget as agreed with Hull 2017
* Producing detailed Production Budget and cash flow forecasts
* Procurement of additional goods and services as agreed with Hull 2017 and on an arms length and transparent basis
* Demonstrate best value in all procurement and expenditure

1. **Staffing** including (but not limited to):

* The supply of suitably experienced and when appropriate qualified personnel to deliver the Project in a timely and safe manner, including (but not limited to) technical personnel, crew, site managers and other personnel as required.

1. **Event Management and Planning**, including (but not limited to):

* Site design
* Scheduling
* The preparation of an Event Management Plan to include (but not be limited to):
  + A safety policy statement
  + Risk Assessments
  + Crowd management plans
  + Medical plans
  + Site plans
  + Accessibility plans
  + Communications plans
  + Welfare arrangements
  + Access and egress calculations and arrangements
  + Safeguarding and lost children and vulnerable adults policy
  + Waste management plans
  + Schedules
  + Traffic management plans
* Liaison with creative teams and artists
* Stakeholder liaison
* Work with Hull 2017 to identify and deliver volunteer opportunities
* Work with Hull 2017 to identify and deliver educational and engagement opportunities

1. **Safety** including (but not limited to):

* Working with the Hull 2017 Production Team to ensuring compliance with all relevant legislation, including (but not limited to):
  + The Health & Safety at Work Act
  + The Management of Health & Safety at Work Regulations
  + The Licencing Act
  + The Regulatory Reform (Fire) Order
  + CDM 2015
  + LOLER
  + PUWER
  + RIDDOR
  + COSHH
  + The Control of Noise at Work regulations
  + The Road Traffic Regulation Act

1. **Supply of technical and production infrastructure as agreed with Hull 2017**

SCHEDULE 2

SERVICE FEE

1. SERVICE FEE

The total Service Fee for the Services shall, unless varied in accordance with the provisions of this Agreement, not exceed £6650. The Service Fee shall be kept under revision throughout the term of this agreement and the Supplier shall use best endeavours to ensure that the amount of time spent by the Supplier in providing the Services shall be less than the maximum agreed amount of time and that this will result in a decreased total Service Fee.

In addition, a handling fee of 5% of Production Budget spend, handled by the Supplier, can be charged on top of the Service Fee.

1. PAYMENT SCHEDULE

The Service Fee shall be payable to the Supplier by Hull 2017 in accordance with the following schedule:

On signature £2,000

On completion £4,650

1. EXPENSES

The Service fee shall include mileage from the Supplier’s place of business to Hull and any per diems or subsistence. Hull 2017 will provide accommodation, where required, at no cost to the Supplier.

**PRODUCTION BUDGET**

1. The Production Budget for the Event (with a total value of £51,600) is attached to this agreement.
2. Hull 2017 shall pay instalments of the Production Budget to TG Productions on the following dates:

a. 50% on signature of this Agreement

b. the balance on presentation of actual expenditure by the Supplier to Hull 2017 following the Event, such presentation to be within 10 business days of the Event, provided that if actual expenditure is less than the sum of £51,600, Hull 2017 shall only pay the actual expenditure.

3. For the avoidance of doubt, all amounts expended or required by TG Productions in excess of the agreed Production Budget shall be provided by TG Productions at its own cost and expense and Hull 2017 shall have no liability whatsoever unless such amounts are agreed in writing by Hull 2017 prior to the expenditure of such amounts.

4. TG Productions shall use all sums advanced for the purposes of the Production Budget solely in relation to expenditure on the Production Budget.

5. TG Productions shall be entitled to adjust individual line items within the Production Budget provided there is no increase in the overall Production Budget.

6. TG Productions shall ensure that the Production Budget is managed using sound and adequate financial systems and that it has suitable systems and skilled and competent personnel in place to manage the Production Budget.

7. When procuring goods and services, TG Productions shall demonstrate best practice, with a clear remit to obtain value for money and must manage the Production Budget in compliance with all relevant legislation and regulations.