

**[To be printed on SMC company letterhead]**

Hull UK City of Culture 2017 Limited (CRN: 09106231)  
40 High Street  
Pacific Exchange  
Hull  
HU1 1PS

Dear Sirs

**Agreement in relation to Stewarding Services**

**Background**

We, Superstadium Management Company ("**SMC**"), have full power and authority to manage all aspects of the commercial operation of the Premises (as defined below) pursuant to an existing lease between SMC and Kingston-upon-Hull City Council ("**the Council**").

You, Hull UK City of Culture 2017 Limited ("**Hull 2017**"), require the use of ~~the use of~~ the area of land adjoining the Premises known as the Walton Street Fairground (which is owned by the Council), as a car park facility ("**the Facility**") in relation to the event known as Epicycle to be held in West park on 12 and 13 August 2017 ("**the Event**"). Hull 2017 also requires the use of third party stewarding services in relation to Hull 2017's operation of the Facility.

SMC has agreed to:

- (i) provide the Services (as defined below),

in each case on the terms of this letter agreement.

**Agreed Terms**

- 1. For the purposes of this letter agreement:

- 1.1 "the Premises" means all that land and buildings known as the KCOM Stadium, West Park, Hull, HU3 6HU;
- 1.2 "the Services" means stewarding services in connection with the Facility; and
- 1.3 "User" means any person attending the Premises or the Walton Street Fairground in connection with the Facility.

*SMC Obligations*

- 2. SMC shall provide stewarding services of the Facility between the hours of:

- 2.1 19:00pm on 12 August 2017 and 23:00pm on 12 August 2017; and
- 2.2 19:00pm on 13 August 2017 and 23:00am on 13 August 2017.

- 3. SMC shall provide the Services between the hours stated in clause 2 above and using reasonable care and skill.

## *Hull 2017 Obligations*

4. Hull 2017 shall:
  - 4.1 in consideration of SMC granting Hull 2017's rights and performing SMC's obligations set out in this letter agreement, instruct TG Events and TG production supply ltd, to pay to SMC the sum of £1195.49 plus VAT within 5 calendar days of the date of this letter agreement;
  - 4.2 comply with any rules relating to the Premises or the Stadium Access Ways which have been notified to Hull 2017 prior to the date of this letter agreement in exercising the rights granted to Hull 2017 under this letter agreement; and
  - 4.3 operate the Facility only in accordance with the related event management plan agreed between the parties dated TBC (as may be amended by mutual agreement between the parties).
5. Hull 2017 warrants that it has in place all necessary consents (i) to use the Walton Street Fairground for the purpose of the Facility, and (ii) to engage SMC to provide the Services in connection with the Facility.

## *Liability*

6. Nothing in this letter agreement shall exclude or restrict either party's liability (i) for death or personal injury to the extent resulting from the negligence of that party, (ii) for fraud or fraudulent misrepresentation, or (iii) for any other liability which cannot be excluded by or restricted by law.
7. Subject to clause 6 above, SMC will not be liable to Hull 2017 for:
  - 7.1 the death of or injury to any User in connection with the Facility or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hull 2017 in the exercise of the rights granted by this letter agreement; or
  - 7.2 any damage to or loss of any goods, articles or property of any kind brought onto or left on the Premises or the Walton Street Fairground either by Hull 2017 or by any User,except in each case to the extent that any of the same are caused by SMC's breach of this Agreement.
8. Hull 2017 shall be liable for, and shall indemnify and hold harmless SMC on demand against, any and all costs, claims, threatened claims, demands, charges, liabilities, expenses, damage, losses and fees (including without limitation reasonable legal and other professional fees), actions, proceedings, judgements awarded and damages suffered or incurred by SMC arising, directly or indirectly, out of or in connection with:
  - 8.1 any damage caused to the Premises, its content or any other property owned by or leased to SMC as a result of any wilful, negligent or reckless act or omission of Hull 2017, any of Hull 2017's employees, contractors or other representatives, or any User; and
  - 8.2 any claims or proceedings made against SMC by any User or by any employee or contractor of Hull 2017 attending the Premises or the Walton Street Fairground in connection with the Facility, including but not limited to claims in respect of death, personal injury, discrimination, damage to or loss of goods, articles or property of any kind brought

onto the Premises or the Walton Street Fairground, and any losses or damages suffered or incurred or agreed to be paid pursuant hereto,

except in each case to the extent that any of the same are caused by SMC's breach of this letter agreement.

9. Neither party will be liable to the other for any failure or delay, or for the consequences of any failure or delay, in performance of this letter agreement if such failure or delay is caused by any circumstances beyond the reasonable control of that party (including but not limited to flooding), and the party so failing or delayed will be entitled to a reasonable extension of time for performing such obligations.
10. This letter agreement and any documents referred to within it together constitute the entire agreement between the parties, and together supersede any previous agreement, arrangement or understanding (whether oral or written) between the parties, in relation to its subject matter and may not be varied other than by mutual written agreement between the parties.
11. Hull 2017 shall not assign, mortgage, charge or dispose of its rights under this letter agreement or sub-contract or delegate any of its obligations under this agreement without the prior written consent of SMC which SMC shall be entitled to give or withhold in SMC's absolute discretion.
12. This letter agreement is subject to English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.


**As Witness** the hands of the duly authorised representatives of the parties the day and year first before written

**Signed** by [insert name] duly authorised for  
and on behalf of **Superstadium Management  
Company Limited**

.....  
[insert job title]

Date .....

**Signed** by [insert name] duly authorised for  
and on behalf of **Hull UK City of Culture  
2017 Limited**

  
W. Hutchinson (General Counsel) ..... K. Fuller (Executive  
[insert job title] Producer)

Date ..... 3/8/2017 .....

## Annex

### Walton Street Fairground car park plan.

The Purple line indicates the area to be used by Hull 2017 for car park users and the area the SMC stewards will operate within.

Areas of the car park within this area are subject to flooding and depending on weather conditions will determine their use.

The below plan is a guide only for stewards to work towards and it may slightly differ.

The area boxed with a red line is for private cars to drop off and collect passengers, this area is no parking.

Post event, two Exit points will be made available onto Walton street from the car park, this may alter as directed between the car park manager and site manager from Hull 2017's subcontractor, TG Events & TG Production Supply Ltd

There is no colour reference between the parking spaces, this is an edited plan from a different scenario.

