

Lisa Brook  
Live Cinema Ltd  
Britannia Mills@Co Up  
First Floor  
Britannia Mills  
Slithwalle  
United Kingdom  
HD7 5HE

18<sup>th</sup> August 2017

Dear Lisa,

**HULL UK CITY OF CULTURE 2017  
GRANT FUNDING AGREEMENT**

We are pleased to confirm that the Project will be supported by Hull UK City of Culture 2017 Limited ("Hull 2017"), with registered company number 9106231 and offices at Pacific Exchange, 40 High St, Hull, HU1 1PS and receive the grant funding set out in Schedule 2 (the "Grant") from Hull 2017 to fund the Project.

By signing this letter of agreement ("Agreement") you are accepting the terms and conditions set out below.

**GENERAL CONDITIONS**

The authorised signatory of your organisation (or you if an individual) is required to sign and return one of the copies of this Agreement within one month of the date at the top of this page to demonstrate you accept the terms and conditions set out below.

The funding allocation is for the named Project and is for expenditure incurred exclusively upon this Project. The nature and scope of the Project may only be altered by advance agreement with the Hull 2017 team. Funding will be withheld and potentially withdrawn if there are material changes to the Project delivered without prior approval.

Please note that your principle contact in the Hull 2017 team for all communications and any queries relating to this Grant is Liam Rich and his email address is [liam.rich@hull2017.co.uk](mailto:liam.rich@hull2017.co.uk)

**PROJECT OUTLINE AND BUDGET**

The Project Plan and Budget are detailed in Schedule 1. It is a material condition of this Agreement that by signing this Agreement you warrant that all of the information contained in the schedules is true and accurate.

**FINANCIAL PAYMENTS**

The Grant total detailed in Schedule 2 is the maximum amount available for this Project. The Grant will be paid in instalments on the dates set out in Schedule 2 provided (a) you have submitted (i) a Progress Report on the dates listed in Schedule 2 (ii) a Marketing and Communications Plan on the date listed in Schedule 2 (iii) a Monitoring and Evaluation Report on the date listed in Schedule 2 and (iv) a Final Report on the date listed in Schedule 2, together with any other documentation we require from you in order for us to make any such payment, and (b) we are satisfied with the information in such documentation.

**FINANCIAL CONDITIONS**

It is a requirement of the Grant that the Project's finances are managed with sound and adequate financial systems. In accepting the Grant, you are confirming that you have suitable systems and skilled and competent personnel in place to manage your Project. The authorised signatory of your organisation is required to sign all financial reports relating to the Project. You cannot transfer your Grant funding allocation or any payments from it, to any person or organisation without obtaining prior written agreement from the Hull 2017 team. You acknowledge that the Grant comes from public funds and will not use the Grant in a way that constitutes unapprovable State Aid.

If you wish to commercially exploit the Project in the future, you will obtain the consent of Hull 2017 or any successor to Hull 2017, such consent not to be unreasonably withheld, and Hull 2017 shall be entitled to a credit for any such exploitation.

**MANAGING YOUR PROJECT**

You will produce and present the Project in a professional manner, and to the best of your skills and abilities and in line with current best practice.

In procuring goods and services, your Project must demonstrate best practice, with a clear remit to obtain value for money. You must carry out your business in compliance with all relevant legislation and regulations, in particular in connection with the employment of staff, health and safety, disability discrimination, equal opportunities, human rights, environmental law, copyright, data protection and child protection. You are also responsible for obtaining any licences, permissions and insurances that are necessary by law.

You are responsible for obtaining all usual insurances to cover the delivery of the Project including, but not limited to, public liability, professional indemnity and employer cover.

You are responsible for accounting for VAT and any other taxes in relation to the Project.

You are responsible for the organisation of and costs relating to work permits, visas and compliance with FEU regulations, withholding tax applications, if required, or FEU tax payable.

Nothing in this Agreement shall limit or exclude either party's liability: for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or for fraud or fraudulent misrepresentation; or for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law. Each party's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall be limited to an amount equal to the total Grant paid or due to be paid from the Stage 1 Date to the date the liability arose.

**POLICIES**

You will use your best endeavours to comply with the following Hull 2017 policies:

1. Hull 2017 Environmental Policy (Word Online Version) (PDF Version) and Hull 2017 Environmental Policy Statement (Word Online Version) (PDF Version)
2. Equality and Diversity Policy (Word Online Version) (PDF Version)
3. Hull 2017 Health and Wellbeing Policy (Word Online Version) (PDF Version)
4. Hull 2017 Access Policy (Word Online Version) (PDF Version) and Hull 2017 Access Guide to accompany Access Policy (Word Online Version) (PDF Version)
5. Hull 2017 Volunteer Partner Guidelines (Word Online Version) (PDF Version)

You will follow best practice in having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults including policies for lost children.

**VOLUNTEERING**

You shall have the opportunity to request the services of volunteers recruited by Hull 2017 as part of the Hull 2017 volunteer programme and acknowledge that any volunteers will be required to wear Hull 2017 uniforms and to comply with Hull 2017 Volunteer Partner Guidelines.

**MARKETING, COMMUNICATIONS AND BROADCAST**

You will develop a Marketing and Communications Plan for the Project and you will obtain approval of such plan from Hull 2017.

The timing and content of public announcements (including public statements and press and other media releases) relating to the Project shall be set out in the Marketing and Communications Plan and shall be

You shall take all reasonable steps to prevent any activity undertaken by a third party that creates an association with, or provides the third party, its products or services exposure in relation to, the Project ("Ambush Marketing").

**NO EXPLOITATION OF HULL 2017**

You must obtain the written consent of Hull 2017 before you enter into any sponsorship or other commercial arrangement in relation to the Project which is not set out in Schedule 1 (such commercial arrangements to include any commercial exploitation of the Project prior to 31 December 2017). Hull 2017 retains the right to terminate this agreement should such new sources of funds or commercial exploitation be inappropriate or damaging to Hull 2017's reputation.

**SPONSORSHIP, FUNDING AND EXPLOITATION**

Where legally able to do so, you shall provide to Hull 2017 such access as shall be requested to marketing and other databases for the purposes of promotion by Hull 2017 of the Project and UK City of Culture.

"Tvaluu is part of Live Cinema EU, co-funded by the Creative Europe programme of the European Union. Produced by Live Cinema UK and Motovun Film Festival as part of the Hull UK City of Culture 2017 Transformative Film Culture for Hull programme, supported by the BFI in partnership with Film Hub North, and as part of the BFI's Film Audience Network led by Showroom Workstation."

**Presenting Credit for presentation of production:**

You agree that the following line credits shall be included in all marketing, promotional and publicity materials relating to the Project:

As part of documenting the Project, you agree to provide Hull 2017 with copies of all press cuttings, photos (including a minimum of five high resolution and professionally shot digital images of the Project), footage and web links relating to the Project as soon as such materials may become available.

You agree that the following line credits shall be included in all marketing, promotional and publicity materials relating to the Project:

You agree to document the Project (such documenting may include photographic and or audio/visual and/or digital recordings of the Project, preparation leading up to the Project, and participant feedback after the Project), to share such documentation with Hull 2017 and to ensure copyright clearance for use by Hull 2017 to promote the Project and UK City of Culture and for archival and legacy purposes. You must secure signed consents from all people, including the parents / carers of those participants who are under the age of 16, featured in such photographic and or audio/visual recordings and/or digital recordings and provide written proof of consent to Hull 2017 upon request.

You agree to promote and advertise the Project and UK City of Culture by Hull 2017.

licences and copyright permissions are procured to enable such works may be reproduced to publicise, Project includes moving images or is an exhibition involving artwork, you will ensure that appropriate image and biography of participating artists in order to promote the Project as part of Hull 2017. If the Hull 2017 will have the right to use the Project's name, images of any relevant venues, and an approved You agree to provide to Hull 2017 and, in your arrangements with third parties including artists, ensure that

Hull 2017 may request that you allow it to promote UK City of Culture on a full page of your website and up to two pages of any brochure or programme being produced in relation to the Project.

You shall ensure that the Project or venue displays signs, venue dressings or other promotional materials indicating the involvement of Hull 2017 with the Project.

Hull 2017 Brand Guidelines.

We are granting you a licence of the Hull 2017 brand to use in relation to the Project in accordance with the terms of Schedule 3 and you shall use the brand and associated branding materials in accordance with the Hull 2017 Brand Guidelines.

**BRANDING, PROMOTION AND CREDITING**

We will jointly coordinate in advance any proposed media partnerships or promotional or broadcast activity connected to the Project.

made jointly by Hull 2017 and you. We will respond to any request for approval of a public announcement within 5 working days of receiving the request.

We will jointly coordinate in advance any proposed media partnerships or promotional or broadcast activity connected to the Project.

You shall not do anything to knowingly damage Hull 2017's relationship with its funders nor do anything that would bring Hull 2017 or UK City of Culture into disrepute.

#### **2017 FUNDERS**

You acknowledge that Hull 2017 is carrying out promotional, engagement and fundraising activities for UK City of Culture and may ask you and your creative artists to take part in such activities.

You acknowledge that the Hull 2017 promotional materials referred to in this Agreement shall include reference to commercial and other funders of Hull 2017.

#### **MERCHANDISE**

You shall not create and/or sell (or authorise any third party to create and/or sell) any merchandise containing any element of the Hull 2017 brand or which implies an association with UK City of Culture (provided that any catalogue relating to the Project may contain the Hull 2017 brand). You shall obtain the approval of Hull 2017 before creating any merchandise relating to the Project.

#### **CREATIVE LEARNING**

You shall outline any learning and engagement activity in advance with the Hull 2017 Learning team and work with Hull 2017 to co-ordinate any engagement and communication relating to the Project with schools or learning providers. We shall each provide to the other copies of all learning and engagement materials relating to the Project for use as part of UK City of Culture and the Project's own learning and engagement programme.

#### **TICKETING AND LISTING**

If the Project is ticketed, you shall liaise with Hull 2017 to ensure that any tickets for the Project can be purchased from a Hull 2017 approved ticketing partner.

If your project is ticketed, you shall ensure that any such tickets are not available until such date as shall be agreed between us.

If your project is ticketed, you will provide Hull 2017 with such number of tickets as Hull 2017 shall reasonably request, including a number of complimentary tickets equal to 5% of the total number of tickets for sale, complimentary tickets to dress rehearsals, previews, press nights and any VIP or other guest events relating to the Project, and such number of tickets to be purchased at face value as Hull 2017 shall reasonably require.

#### **EVALUATION & REPORTING**

You shall complete the Equality and Diversity Monitoring form which will be supplied by us to you.

You shall complete a Progress Report(s) (template to be provided by us which will include a risk register section) to include (i) updates and progress against the Project Plan and Budget (including timeline) and (ii) a Marketing & Communications plan, each on the dates set out in Schedule 2.

You shall participate in the evaluation of the Project using the guidelines being developed by Hull 2017 and contribute fully to the evaluation of Hull 2017 which will be undertaken by Hull 2017, the University of Hull and other approved evaluators, including providing such data and statistics as Hull 2017 shall notify to you.

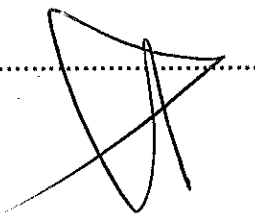
#### **FORCE MAJEURE**

If either you or Hull 2017 is prevented from or delayed in the performance of any obligations under this Agreement by any event (a "Force Majeure Event") beyond the reasonable control of that party, eg acts of God, civil commotion, war, earthquake, fire, flood, industrial action or terrorist action, then the other party shall be notified in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than 60 working days, the party not claiming relief under this paragraph shall be entitled to terminate the Agreement in whole or in part by giving the other 30 working days' written notice.

#### **CONFIDENTIALITY**

You shall keep as strictly confidential the provisions of this agreement and all materials and information of a confidential nature supplied by Hull 2017 in connection with the operation of this agreement and shall not use the same, nor disclose the same to any third party without Hull 2017's prior written consent, except as

Sam Hunt  
Executive Producer  
For and on behalf of  
Hull UK City of Culture 2017



Yours sincerely,

No variation to this Agreement may be made except by the parties' mutual written agreement. Hull 2017 reserves the right to contact you after the Project for further information relating to the Project. This Agreement shall be governed by the laws of England and Wales. To confirm the Organisation's acceptance of this Agreement, please sign Schedule 2 of this Agreement and return the entire Agreement to the Hull 2017 team.

**GENERAL**

Hull 2017 shall be permitted to make representations to you regarding any information requested under a Request for Information relating to this Agreement in respect of which Hull 2017 considers a statutory exemption to disclosure may apply. You shall, acting reasonably, consider any such representations, provided that Hull 2017 shall be responsible for determining at its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations and is to be disclosed in response to a Request for Information.

If you receive a Request for Information which relates to this Agreement and/or Hull 2017, you shall notify the Hull 2017 as soon as reasonably practicable after receipt of the Request for Information; Hull 2017 shall provide you with a copy of all information in its possession or power in the form that you reasonably require within seven days (or such other period as you may reasonably specify) relating to you; and Hull 2017 shall provide all necessary assistance as reasonably requested by you to enable you to respond to the Request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

In the event that you and / or your organisation is subject to the requirements of the FOI Legislation (meaning the Freedom of Information Act 2000, and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation); Hull 2017 shall provide reasonable assistance and co-operation (upon your request and at your expense) to enable you to comply with your obligations under the FOI Legislation.

**FREEDOM OF INFORMATION**

In this section, personal data has the meaning given in the Data Protection Act 1998.

You warrant that, to the extent you process any personal data on behalf of Hull 2017: (i) you shall act only on instructions from Hull 2017; (ii) you have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data and (iii) only transfer Hull 2017 personal data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject after written authorisation by Hull 2017 which may be granted subject to such conditions as Hull 2017 deems necessary.

Where legally able to do so, you shall provide Hull 2017 such access as shall be requested to marketing and other databases for the purposes of marketing and evaluation by Hull 2017 of the Project and UK City of Culture.

**DATA SHARING**

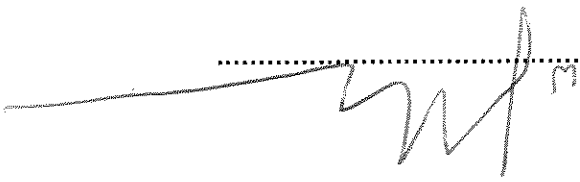
may be reasonably necessary to enable it to carry out its obligations under this agreement; or where required by law or by an order of a court or other authority of competent jurisdiction.

Lisa Brook  
For and on behalf of  
Live Cinema Ltd




For and on behalf of  
Hull UK City of Culture 2017

Fran Hegyi  
Executive Director  
General Counsel  
Will Hutchings



**SCHEDULE 1**  
**PROJECT DESCRIPTION, TIMELINE AND BUDGET**

<b>PROJECT</b>	<b>TUVALU: LIVE</b>
<b>ORGANISATION/INDIVIDUAL</b>	Live Cinema Ltd
<b>PERIOD OF ACTIVITY</b>	5 <sup>th</sup> November – 6 <sup>th</sup> November 2017
<b>GRANT</b>	means the sum of UK£8,000

Date 21/09/17  
 Signature   
 Position Director  
 Name (Print) LISA BROOK  
 Lisa Brook

This signature confirms that the content of Schedules 1 and 2 of this agreement are correct and that we accept the terms and conditions of this agreement set out above.

**DECLARATION**

Account Name Live Cinema Ltd  
 Name & Address HSBC Huddersfield, 2 Cloth Hall Street, Huddersfield  
 Of Bank or Building Society  
 Sort Code 40 25 10  
 Account No: 74379349

**ORGANISATION BANK DETAILS**

PROJECT TITLE Tuvalu: Live  
 ORGANISATION Live Cinema UK  
 ORGANISATION ADDRESS Britannia Mills@Co Up, First Floor, Britannia Mills, Slaithwaite, HD7 5HE  
 PERIOD OF ACTIVITY 5<sup>th</sup> & 6<sup>th</sup> November 2017  
 CONTACT NAME Lisa Brook  
 CONTACT TEL NUMBER 07722 271360

**ORGANISATION DETAILS**

STAGE	DATE	ON THE CONDITION THAT WE HAVE RECEIVED	AMOUNT
1	On signature of this agreement	Signed Grant Agreement Bank account details	£5,600
2	04/09/17	[Progress Report [and MarComms Plan]]	
3	16/10/17	Progress Report Equality and Diversity Monitoring form [MarComms Plan]	£1,600
4	04/12/17	Final Report and any other evaluation data	£800

Total Grant from Hull 2017: £8,000

**SCHEDULE 2  
 FINANCIAL INFORMATION**



**SCHEDULE 3  
BRAND LICENCE**

Territory means the United Kingdom.

Hull 2017 hereby grants, and the Partner accepts a non-exclusive, royalty free licence to use the Hull 2017 Brand in relation to the Project during the Term and in the Territory and in accordance with the terms and conditions set out in this Schedule 3.

**3. OBLIGATIONS OF THE PARTNER**

3.1 The Partner undertakes to Hull 2017:

3.1.1 to use the Hull 2017 Brand in accordance with both this Schedule and the Hull 2017 Brand Guidelines and seek Hull 2017's approval, not to be unreasonably withheld or delayed, prior to each use of any element of the Hull 2017 Brand, such approval to be in accordance with the timescales set out in the Hull 2017 Brand Guidelines;

3.1.2 to apply any legal notices as required by Hull 2017 or as set out in the Hull 2017 Brand Guidelines on all Project Materials;

3.1.3 to submit to Hull 2017 for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of all the Project Materials, before their production;

3.1.4 to ensure that all Project Materials shall comply in all respects with the samples approved in accordance with clause 3.1.3 above;

3.1.5 to immediately at the written request of Hull 2017 and at the Partner's sole cost, withdraw from circulation any Project Materials which do not comply with clauses 3.1.1 to 3.1.4 above;

3.1.6 to provide to Hull 2017, at the Partner's sole cost and expense, all suitable material including artwork of the Partner Marks in such format and within such print deadlines reasonably specified by Hull 2017 for such material to be reproduced under the control of Hull 2017 for the promotion of the Project;

3.1.7 to hold any additional goodwill generated by the Partner in respect of the Hull 2017 Mark or Hull 2017 Brand as bare trustee for Hull 2017 and to assign

**1. DEFINITIONS**

The following definitions apply in this Agreement.

**Agreement** means the Agreement of which this Schedule forms part;

**Hull 2017 Brand** means the Hull 2017 Mark together with any associated artwork, design, slogan, text and other collateral marketing signs of Hull 2017 that are to be used by the Partner in connection with the Project;

**Hull 2017 Brand Centre** means Hull 2017's online brand centre;

**Hull 2017 Brand Guidelines** means the Hull 2017 guidelines setting out the general and technical requirements for the reproduction of the Hull 2017 brand, as may be amended by Hull 2017 from time to time;

**Hull 2017 Mark** means the Hull 2017 mark which can be accessed on the Hull 2017 Brand Centre;

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Project** shall have the meaning given in the Agreement;

**Project Materials** means any materials produced for the Project containing any element of the Hull 2017 Brand or the Hull 2017 Mark;

**Term** has the meaning given in clause 8 of this Schedule;

**Termination Date** means 31 December 2017 unless this Schedule is earlier terminated in accordance with the terms of clause 9 whereupon this will be the date of termination; and

Brand or the Hull 2017 Mark (as the case may be) and does not amount to approval of any of the Project Materials and shall not affect this right of indemnification; and

any claim made against Hull 2017 arising out of the Partner's exercise of the rights granted under this Schedule or the Partner's breach of this Schedule or of any acts or omissions of the Partner's sub-licensors, or arising from any infringement of any rights of Hull 2017 or of any third party by the acts or omissions of the Partner or its sub-licensors, or arising from the Partner's failure to comply with all applicable Laws or any such failure of the Partner's sub-licensors.

The indemnity in this clause 5 shall not apply to the extent that a claim under it results from Hull 2017's material breach, negligence or willful misconduct.

**LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Hull 2017 shall not be liable to the Partner for any costs, expenses, loss or damage (whether direct, indirect or consequential), and whether economic or other) arising from your exercise of the rights granted to you under this Schedule.

Partner acknowledges Hull 2017 is the owner or controller of the Hull 2017 Brand and the Hull 2017 Mark and, save as expressly provided in clause 2, the Partner shall not acquire any rights in either the Hull 2017 Brand or the Hull 2017 Mark, including any goodwill or any developments or variations of them.

**INTELLECTUAL PROPERTY RIGHTS**

Where, in accordance with this Schedule, any materials are produced for the Project by a third party which use or incorporate third party Intellectual Property Rights, the Partner shall use reasonable endeavours to grant to Hull 2017 or procure the grant to Hull 2017 of a royalty-free, non-exclusive licence to use such third party Intellectual Property Rights for the purpose of promoting the Project.

**REPRESENTATIONS AND WARRANTIES**

Hull 2017 represents to the Partner that Hull 2017 owns or controls the Hull 2017 Brand and that Hull 2017's use of the Hull 2017 Brand in accordance with the provisions of this Schedule shall not infringe the rights of any third party.

The Partner shall indemnify Hull 2017 against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Hull 2017 arising out of or in connection with:

any claim made against Hull 2017 by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with Hull 2017's use of the Partner Marks in accordance with this Schedule;

any claim made against the Partner by a third party arising out of or in connection with the manufacture, production, distribution, handling, advertising, consumption or use of, or otherwise relating to, the Project Materials, whether or not any claim arises during the Term. For the avoidance of doubt, any approval by Hull 2017 of any use of the Hull 2017 Brand or the Hull 2017 Mark on the Project Materials, relates only to the use of the Hull 2017

the same to Hull 2017 at any time on request and in any event following termination of this Schedule; and to execute any further documentation and provide any assistance, both during the Term and after termination of this Schedule, as may reasonably be requested by Hull 2017 to protect the Hull 2017 Brand.

The Partner appoints Hull 2017 to be the Partner's attorney to execute any document or do any thing which the Partner fails to execute or do within seven days of a written request from Hull 2017 pursuant to clauses 3.1.7 or 3.1.8 above. This power of attorney is irrevocable by the Partner as long as any of the Partner's obligations under either such clause remain undischarged. The Partner shall ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause 3.2.

**INDEMNITY**

Partner shall indemnify Hull 2017 against all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Hull 2017 arising out of or in connection with:

any claim made against Hull 2017 by a third party for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with Hull 2017's use of the Partner Marks in accordance with this Schedule;

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<p>or proceedings brought or threatened in respect of infringement of the Hull 2017 Brand or the Hull 2017 Mark, including, without limitation, legal proceedings in the name of Hull 2017 or in the joint name of the parties. Hull 2017 shall meet all reasonable expenses pre-approved by Hull 2017 which are incurred by the Partner to third parties in providing such co-operation.</p>	<p>8.</p>	<p>7.3.1 any actual or suspected infringement of the Hull 2017 Brand or the Hull 2017 Mark;</p>
<p>This Schedule shall come into force on the date of execution of the Agreement and, unless terminated earlier in accordance with this Clause 8, shall remain in force until the Termination Date.</p>	<p>8.1</p>	<p>7.3.2 any actual or threatened claim that the Hull 2017 Brand or the Hull 2017 Mark is invalid;</p>
<p>Hull 2017 may terminate this Schedule immediately by giving written notice to the Partner if Partner commits a material breach of this Schedule and either such breach is not remediable, or if such breach is remediable, Partner fails to remedy that breach within 7 (seven) days of being notified in writing to do so.</p>	<p>8.2</p>	<p>7.3.3 any actual or threatened opposition to the Hull 2017 Brand or the Hull 2017 Mark;</p>
<p>Hull 2017 may terminate this Schedule immediately for convenience upon giving written notice to the Partner.</p>	<p>8.3</p>	<p>7.3.4 any claim made or threatened that any use of the Hull 2017 Brand or the Hull 2017 Mark infringes the rights of any third party;</p>
<p>This Schedule will terminate immediately and concurrently upon the expiry or termination of the Agreement.</p>	<p>8.4</p>	<p>7.3.5 any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to you under this Schedule; or</p>
<p>CONSEQUENCES OF TERMINATION</p> <p>On termination or expiry of this Schedule:</p>	<p>9.</p>	<p>7.3.6 any other form of attack, charge or claim to which the Hull 2017 Brand or the Hull 2017 Mark may be subject</p>
<p>9.1.1 all rights and licences granted by Hull 2017 to the Partner under this Schedule shall immediately terminate and revert to Hull 2017;</p>	<p>9.1</p>	<p>7.3.7 any actual or suspected infringement of the Hull 2017 Brand or the Hull 2017 Mark in its sole discretion decide what action (including litigation, arbitration or compromise), if any, to take in respect of any infringement or alleged infringement of or any of the Hull 2017 Brand or the Hull 2017 Mark or passing off or any claim or counterclaim brought or threatened in respect of use of any of the Hull 2017 Brand or the Hull 2017 Mark. Hull 2017 shall not be obliged to bring or defend any proceedings, whether for infringement or otherwise, in relation to the Hull 2017 Brand or the Hull 2017 Mark if it decides in its sole discretion not to do so and the Partner shall not be entitled to bring any action for infringement under section 30 Trade Marks Act 1994, regardless of any such decisions. Hull 2017 shall be responsible for the cost of any such legal proceedings and is entitled to any damages, account of profit, award of costs recovered and/or other remedy, and the provisions of section 30(6) Trade Marks Act 1994 are hereby to such extent only expressly excluded.</p>
<p>9.1.2 the Partner shall immediately cease all use of the Hull 2017 Brand and Hull 2017 Mark and, at Hull 2017's option and at your own expense, return to Hull 2017 all copies or destroy all materials which bear the Hull 2017 Brand or Hull 2017 Mark.</p>	<p>9.2</p>	<p>7.4 Hull 2017 shall have the sole right to initiate and conduct all legal proceedings in respect of any infringement or alleged infringement of the Hull 2017 Brand or the Hull 2017 Mark and shall in its sole discretion decide what action (including litigation, arbitration or compromise), if any, to take in respect of any infringement or alleged infringement of or any of the Hull 2017 Brand or the Hull 2017 Mark or passing off or any claim or counterclaim brought or threatened in respect of use of any of the Hull 2017 Brand or the Hull 2017 Mark. Hull 2017 shall not be obliged to bring or defend any proceedings, whether for infringement or otherwise, in relation to the Hull 2017 Brand or the Hull 2017 Mark if it decides in its sole discretion not to do so and the Partner shall not be entitled to bring any action for infringement under section 30 Trade Marks Act 1994, regardless of any such decisions. Hull 2017 shall be responsible for the cost of any such legal proceedings and is entitled to any damages, account of profit, award of costs recovered and/or other remedy, and the provisions of section 30(6) Trade Marks Act 1994 are hereby to such extent only expressly excluded.</p>
<p>The expiry or termination of this Schedule, for any reason, shall not affect any provision of this Schedule which is expressed to survive or operate in the event of expiry or termination, or any accrued rights to Hull 2017 at the time of termination.</p>	<p>7.5</p>	<p>7.5 The Partner shall co-operate fully with Hull 2017 in taking all steps required by Hull 2017, in Hull 2017's sole discretion, in connection with any action, claim</p>

9.3 The expiry or termination of this Schedule is without prejudice to the rights and remedies which have accrued to either party immediately prior to the date of such expiry or termination.

**10. GENERAL**

10.1 The Partner shall not grant any sub-licences of any element of the Hull 2017 Brand.

10.2 The Partner shall not assign, transfer, sub-contract, mortgage, charge, declare a trust of or deal in any other manner with any of Partner's rights or obligations under this Schedule.

10.3 No failure or delay by Hull 2017 to exercise any right or remedy provided under this Schedule or by law shall constitute a waiver of that or any other right or remedy.

10.4 No variation of this Schedule shall be effective unless it is in writing and signed by the parties (or their authorized representatives). However, Hull 2017 shall be entitled to amend the Hull 2017 Brand Guidelines from time to time and the Partner shall be bound by any such amendments from the date upon which they appear on the Hull 2017 Brand Centre.

10.5 No person other than a party to this Schedule shall have any rights to enforce any term of this Schedule and the provisions of The Contracts (Rights of Third Parties) 1999 are hereby expressly excluded.

**11. GOVERNING LAW AND JURISDICTION**

11.1 This Schedule shall be governed by and construed in accordance with the law of England and Wales and each party submits to the exclusive jurisdiction of the courts of England and Wales in respect of the same