

Simon Casson
Duckie Ltd.
Ground Floor
9 Clitheroe Road
London SW9 9DY

13/09/2016

Dear Simon,

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 Funding will be withheld and potentially withdrawn if there are material changes to the Project delivered without prior approval.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 Cian Smyth and his email address is cian.smyth@hull2017.co.uk

PROJECT OUTLINE AND BUDGET

The outline and budget of the Project 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, the final payment due on submission of a Final Report and associated evaluation

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.

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 minimum levels of insurance 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 which will be sent to you via email:

1. Environmental and Sustainability Policy
2. Equality and Diversity Policy
3. Wellbeing and Communities Policy
4. Accessibility Policy

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.

PUBLIC ANNOUNCEMENTS

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

Public announcements (including public statements and press and other media releases) relating to the Project shall be agreed in advance between you and the Hull 2017 team in relation to both timing and content and we will respond to any request for approval of a public announcement within 5 working days of receiving the request.

BRANDING, PROMOTION AND CREDITING

We will grant you a licence of the Hull 2017 brand to use in relation to the Project and you shall use the brand in accordance with the Hull 2017 brand guidelines contained in the online brand centre.

You agree that you will include [(i) the Hull 2017 brand (ii) the line credit "Supported by Hull UK City of Culture 2017" and (iii) the Hull 2017 Partner recognition deck on marketing collateral and media (including any public announcements), each to be used in accordance with Hull 2017 brand guidelines.

You agree to document the Project and share such documentation and ensure copyright clearance for use by Hull 2017 in promotional materials. Such documenting may include photographic and or audio/visual recordings of the Project, preparation leading up to the Project, and participant feedback after the Project. 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 provide written proof of consent to Hull 2017 upon request.

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

You agree to provide to Hull 2017 with examples of all final promotional materials produced relating to the Project as soon as they become available, including a reasonable number of standard press materials, press kits (including electronic press kits (EPKs)), photos, videos, DVDs, flyers, posters, digital content and other such materials as Hull 2017 may reasonably request. As part of documenting the Project, you agree to provide to Hull 2017 with copies of all press cuttings, photos, footage and web links relating to the Project as soon as such materials may become available.

SPONSORSHIP & FUNDING

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. Hull 2017 retains the right to terminate this agreement should such new sources of funds be inappropriate or damaging to Hull 2017's reputation.

NO EXPLOITATION OF HULL 2017

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").

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.

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.

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 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 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) 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 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.

FREEDOM OF INFORMATION

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.

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 requires 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.

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.

GENERAL

No variation to this Grant 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.

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.

Yours sincerely,

Henrietta Duckworth
Executive Producer
For and on behalf of
Hull UK City of Culture 2017

Fran Hegyi
Executive Director
For an on behalf of
Hull UK City of Culture 2017

SCHEDULE 1
PROJECT DESCRIPTION, TIMELINE AND BUDGET

PROJECT LGBT 50 – TWENTY FIRST CENTURY MUSIC HALL
ORGANISATION/INDIVIDUAL DUCKIE LTD.
PERIOD OF ACTIVITY 14HT OCTOBER
GRANT means the sum of UK£8,599 total

PROJECT DESCRIPTION:

Duckie will present a build-up event on 14th October 2016 for the purposes of building partnerships with local LGBT groups and organisations as planning develops for LGBT 50 in 2017.

More specifically:

In preparation for Hull UK City of Culture 2017, the Duckie crew travel up north to Hull to present an evening of up-to-the-minute show business, illegitimate entertainment and vanguard variety.

Mistress of melody Miss Amy Lamé introduces a hit parade of short sharp shows and in-between the acts plays pure pop, rock'n'roll and northern soul. Starring the Duckie All-Stars: Ursula Martinez, Lucy McCormick, Lasana Shabazz, PanicLab, Debs Gatenby and The Non-Applicables.

Venue: FRUIT
Doors: 7.30pm
Show: 8pm with dancing until 1am.
Tickets: £5
Suitability: 18+

BUDGET:

**TWENTY FIRST CENTURY MUSIC
HALL – DUCKIE IN HULL**

<u>Acts</u>	<u>£</u>	<u>Notes</u>
Simon Casson, Producer	Nil	
Dicky Eton, Producer	Nil	
Amy Lamé - Host & DJ	£700	
Ursula Martinez	£600	
Debs Gatenby	£250	
The Non Applicables	£450	1 in Ldn 1 in Hull
Lasana Shabaz	£350	
Lucy Muck	£350	

Paniclab	£350	
One local act	£200	
Two local act	£200	
Duckie - fee	£1,000	
Sub total		£4,450
Travel & Accommodation		
Accommodation	£675	9 nights @ £75
Travel for event	£450	8 fares from London & local travel
Travel for site visits	£150	
Per Diems	£225	9 nights @ £25
Sub total		£1,500
General costs		
Candles for tables	£32	
Black table cloths - 15 @ £15	£225	
Decoration	£250	
Hospitality	£150	
Advertising Facebook	£200	
Local travel	£50	
Sub total		£907
Food		
Chef	£250	
Assistant	£100	
Food - 120 people x £3	£360	
Sundry items incl BBQ	£250	
Sub total		£960
Total		£7,817
Contingency @ 10%		£782
Total		£8,599

£5 flat rate tickets

**SCHEDULE 2
FINANCIAL INFORMATION**

Total Grant from Hull 2017: £8,599

STAGE	DUE	ON THE CONDITION THAT WE HAVE RECEIVED	AMOUNT
1. 90%	Signature of contract	Signed Grant funding agreement Bank account details	£7,740
2. 10%	Not earlier than 15 th October	Upon delivery of Final Report and any other evaluation data	£859

ORGANISATION DETAILS

PROJECT TITLE **LGBT 50 – Twenty First Century Music Hall**
ORGANISATION **DUCKIE Ltd.**
ORGANISATION ADDRESS **Ground Floor, 9 Clitheroe Road, London SW9 9DY.**
PERIOD OF ACTIVITY **14th October**
CONTACT NAME **Cian Smyth**
CONTACT TEL NUMBER **07841145165**

ORGANISATION BANK DETAILS

Account Name **Duckie Ltd.**
Name & Address **HSBC**
Of Bank or Building Society **154 Clapham High Street,**
London
Sort Code **40-02-52**
Account No: **70018392**

DECLARATION

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.

Name of Individual/Authorised Representative of Duckie Ltd.

Name (Print) Dicky Eton
Position Producer
Signature Dicky Eton
Date 28/9/16

STATE OF TEXAS
COUNTY OF []

BEFORE ME, the undersigned authority, on this [] day of [] 20[]

[]	[]	[]
[]	[]	[]

and acknowledged to me that he executed the foregoing instrument of writing for the purposes and consideration therein expressed.

My commission expires on [] day of [] 20[]

Notary Public in and for the State of Texas
My commission expires on [] day of [] 20[]

WITNESSETH that the foregoing instrument of writing was acknowledged to me by the person whose name is subscribed to the same as the free act and deed of the person so subscribed.