

**LIVE EVENT AGREEMENT  
Radio 1's Big Weekend 2017**

**This Agreement is dated** \_\_\_\_\_ **of** \_\_\_\_\_ **2017**

**BETWEEN**

(1) **THE BRITISH BROADCASTING CORPORATION** incorporated by Royal Charter on the twentieth day of December 1926 and having its principal office at Broadcasting House, Portland Place, London W1A 1AA, England ("the BBC");

and

(2) **Hull UK City of Culture 2017** of Pacific Exchange, 40 High Street, Hull, HU1 1PS ("Hull 2017")

(each a "Party", together "**the Parties**")

In consideration of the mutual promises and covenants contained herein, the Parties hereby agree to enter into this Agreement relating to the Event, as more particularly described below.

**1. Definitions**

In this Agreement, the following words and phrases shall have the following meaning:

Agreement	This document, all schedules thereto and any Event Management Plan(s) produced pursuant to this Agreement
BBC Designated Areas	Areas and/or buildings and forming part of the Event Location (the exact size, location and times of use to be agreed) which will be exclusively set aside for use by the BBC and its production facilities during the Licence Period
BBC's Services	The aspects of the Event identified in Clause 4, Schedule 1 and in the Event Management Plan as being the BBC's responsibility
BBC's Named Representatives	Rob Spring <a href="mailto:rob.spring@bbc.co.uk">rob.spring@bbc.co.uk</a> Jason Carter <a href="mailto:jason.carter@bbc.co.uk">jason.carter@bbc.co.uk</a>

Hull 2017's Named Representative	Chris Clay Chris.Clay@hull2017.co.uk
Hull 2017's Services	The aspects of the Event identified in Clause 3 and Schedule 1 and in the Event Management Plan as being Hull 2017's responsibility
Event	<b>'BBC Radio 1's Big Weekend 2017'</b> on Saturday 27 <sup>th</sup> and Sunday 28 <sup>th</sup> May 2017: a free ticketed popular music event to be held on the Event Dates at the Event Location with an audience capacity of up to twenty nine thousand five hundred (29,500) per day comprised of approximately twenty six thousand five hundred (26,500) public audience, two thousand (2,000) guests and one thousand (1,000) BBC staff (the "Maximum Capacities")  which the BBC intends to (without limitation) film, record, and broadcast
Event Dates	Saturday 27 <sup>th</sup> and Sunday 28 <sup>th</sup> May 2017  unless otherwise rescheduled in accordance with Clause 2.8
Event Location	<b>Burton Constable, Skirlaugh, East Yorkshire, HU11 4LN</b>  and the BBC Designated Areas, all as identified on the site plan attached at Schedule 2 (or other site plan to be agreed by the Parties)
Event Management Plan	The document produced for the Event containing all risk assessments, method statements, site plans, build and de-rig schedules and a contact list all of which shall cover compliance with any regulatory licence in respect of the Event together with the activities of the BBC, those of third party contractors, and of Hull 2017 at the Event Location. The Event Management Plan will also include a Traffic Management Plan, a Major Incident Plan, a Waste Management Plan and a Cleansing Management Plan
Licence Period	Monday 15 <sup>th</sup> May – Sunday 4 <sup>th</sup> June 2017 <b>TBC</b>  (and/or such reasonable extension or other three (3) week period necessary to facilitate the hosting of the Event if rescheduled in accordance with Clause 2.8)
Marketing Plan	The marketing and communications plan relating to the Event to be approved in writing by the BBC and Hull 2017
Owner	The Burton Constable Foundation, a company registered in England and Wales under company number 02614135 whose registered office is at Burton Constable Hall, Skirlaugh, East Riding of Yorkshire, HU11 4LN
Owner Agreement	The venue agreement to be entered into between Hull 2017 and the Owner contemporaneously with this Agreement

## 2. Licence

- 2.1 In consideration of £1.00 (one pound sterling), (receipt and sufficiency of which is hereby acknowledged by Hull 2017) Hull 2017 hereby grants the BBC an exclusive licence to use the Event Location, (subject to this Clause 2.1) (including non-exclusive use of access roads to and from the Event Location to the extent such access roads are within the boundaries of the Event Location as set out in Clause 2.6 below) during the Licence Period for hosting (including without limitation setting up and dismantling) the Event in accordance with the Event Management Plan and the terms of this Agreement. In addition Hull 2017 shall secure the necessary access to and use of the remaining sections of the Event Location to the extent necessary to enable both Parties to fully perform their obligations and responsibilities under this Agreement.
- 2.2 Hull 2017 hereby confirms and warrants that it has exclusive use of the Event Location throughout the Licence Period and other areas designated for use in connection with the Event, including the BBC Designated Areas (defined above) as well as use of all existing utilities located on these sites, for all uses set out herein and to the extent necessary to enable both parties to fully perform their obligations and responsibilities under this Agreement.
- 2.3 Access for Hull 2017, the Owner and the public during the Licence Period shall be as follows:
- 2.3.1 Access to the Event Location before and after the Event Dates shall be permitted, save for the BBC Designated Areas for which access shall not be permitted unless approved by the BBC in advance, such approval not to be unreasonably withheld or delayed;
- 2.3.2 Access to the Event Location during the Event shall not be permitted other than to the extent that it is necessary for Hull 2017 to perform its obligations and responsibilities under this Agreement and/or for the Owner both to perform its obligations under the Owner Agreement and as agreed in advance with the BBC and Hull 2017 to enable the Owner to safeguard the Event Location.
- 2.4 The BBC and its sub-contractors and representatives shall have free access to the Event Location prior to the Licence Period at all reasonable times and on reasonable notice, to be agreed in writing in advance by Hull 2017 for the purposes of carrying out site visits and preliminary surveys (it being acknowledged that Hull 2017 shall be required to obtain confirmation in writing (including email) from the Owner prior to any such access).

- 2.5 The BBC and its sub-contractors and representatives shall have unrestricted access (subject to Clause 2.3), with or without vehicles and machinery, inside the Event Location throughout the Licence Period for the purposes of setting up the Event, holding the Event and dismantling after the Event and erecting all infrastructure at the Event Location for the Event.
- 2.6 Hull 2017 shall ensure that the BBC and its sub-contractors and representatives and all attendees to the Event have the right to use all existing access routes to and from the Event Location, to the extent such access roads are within the boundaries of the Event Location and the management of these access routes shall be detailed in the Traffic Management Plan.
- 2.7 The Parties shall agree an Event Management Plan for the Event no later than a month prior to the Event Dates.
- 2.8 The BBC shall have the option to reschedule the Event Dates to an alternative date provided that it gives Hull 2017 reasonable written notice of such amendment. In such an event the Parties shall discuss and agree in good faith any reasonable extension to or reschedule of the Licence Period necessary to facilitate the hosting of the Event on the new dates. The Parties hereby agree that the BBC shall be under no obligation to host the Event and shall not be liable for any loss, damages or liability otherwise incurred by Hull 2017 caused by cancellation of the Event for whatever reason.
- 2.9 Hull 2017 agrees in relation to the Event Location, and shall ensure that the agreements with the Owner equally bind the Owner, not to permit any notice, advertisement, name or sign of any kind to be affixed or exhibited at the Event which might appear in the filming/recording nor to carry out any commercial activities of any kind whatsoever inside or immediately outside the Event Location during the Licence Period or in connection with use of the Event Location for the Event. Hull 2017 shall also ensure that the agreements with the Owner bind the Owner not to carry out any commercial activities of any nature inside or immediately outside the Event Location during the Licence Period. Hull 2017 may undertake commercial activities around the Event Location but only with the prior written agreement of the BBC. The BBC also expects Hull 2017 to perform its statutory duty to regulate, to the extent that it is statutorily obliged, the activities of illegal sellers and touts operating in the vicinity of the Event Location.

### **3. Hull 2017's Services**

- 3.1 Hull 2017 undertakes to liaise closely and cooperate fully with the BBC about Hull 2017's Services for the Event, and to co-operate fully with the BBC in such review procedures as the BBC may reasonably instigate in relation to the Event, such procedures to be notified from time to time by the BBC in sufficiently reasonable time to allow full co-operation by Hull 2017.

- 3.2 In furtherance of Clause 3.1 above, Hull 2017 shall ensure that all necessary and sufficient authority and powers are given to Hull 2017's Named Representative who shall ensure the performance of Hull 2017's obligations under this Agreement. If Hull 2017's Named Representative becomes unable to carry out their responsibilities for any reason whatsoever then Hull 2017 shall notify the BBC in writing and use best endeavours to promptly provide a suitably qualified replacement to the BBC.
- 3.3 Hull 2017 undertakes to provide Hull 2017's Services for the Event as listed in Schedule 1 at its own cost to a first class standard, which shall include but are not limited to:
- 3.3.1 acquiring and maintaining a suitable Premises Licence and a Public Entertainment Licence for the Event to be free from onerous conditions which will permit the relevant Maximum Capacities to be present during each day of the Event and permit the Premises Licence and the Public Entertainment Licence to be transferred to such person(s) or entity as the BBC shall nominate in writing. Hull 2017 undertakes to transfer the Premises Licence and the Public Entertainment Licence for the duration of the Event to such person(s) or entity as the BBC shall nominate in writing. Hull 2017 furthermore undertakes that it will acquire (but where not acquiring shall assist BBC to acquire), maintain and comply with all other licence(s), permission(s) and/or consent(s) necessary for holding the Event at the Event Location, and any and all necessary consents from any person, firm, company or other body having any controlling interest in the Event Location;
  - 3.3.2 acquiring and maintaining or assisting the BBC to the extent necessary to enable the BBC to acquire and maintain any necessary licence and/or permission for the BBC and/or its permitted agents to sell alcohol and other permitted concessions at the Event as outlined in the Event Management Plan and as agreed by the Parties, and formulate an Alcohol Management Plan in consultation with the BBC which will regulate the management of the sale of alcohol at the Event in accordance with any alcohol licence and/or permission acquired;
  - 3.3.3 ensuring compliance with all regulatory requirements in relation to Hull 2017's Services that are not the responsibility of the BBC under the terms of this Agreement, including any necessary permissions or licences not otherwise mentioned in Clauses 3.3.1 and 3.3.2 for holding the Event at the Event Location;
  - 3.3.4 ensuring that (i) the Event Location is throughout the duration of the Licence Period covered by insurance (and provide evidence of the same to the BBC on signature of this Agreement) and (ii) each of the BBC, the Owner and Hull 2017 have obtained all necessary insurances in relation to the Event

(it being acknowledged that the Owner shall not be responsible for the cost of any insurances additional to those usually held by it;

- 3.3.5 making all necessary arrangements for managing traffic to and from the Event Location including unhindered use of access routes (to be agreed between the Parties), road closures, traffic stewards, signage, parking areas (including, without limitation, adequate parking for production staff and crew, accreditation, queuing areas and vehicle holding areas), including responsibility for rental of such parking areas as required for attendees of the Event, shuttle bus services and any other designated responsibilities set out in the Traffic Management Plan (as part of the Event Management Plan) as well as any other services reasonably required relating to the movement of attendees and any relevant personnel, such as adequate stewarding;
- 3.3.6 making all necessary arrangements for the Event with emergency services such as local police, fire, ambulance and hospitals. Hull 2017 will also be responsible for First Aid/ Medical services inside and outside the Event Location. The BBC and Hull 2017 shall formulate a Major Incident Plan (as part of the Event Management Plan) for the Event including an emergency vehicle route;
- 3.3.7 arranging at its cost necessary stewarding, security and crowd control outside the Event Location to steward the crowds to the Event and protect the surrounding vicinity.
- 3.3.8 taking responsibility for all health and safety matters in relation to the Event outside the Event Location, all existing land and structures inside the Event Location being used for the Event. Hull 2017 shall to this end ensure compliance with:
  - 3.3.8.1 all current relevant Safety and Environmental Requirements including but not limited to those safety requirements issued by the Health & Safety Commission and Executive, the Home Office and those BBC safety requirements notified in writing to the Supplier and those environmental requirements issued by the European Union and UK Government as enforced by the relevant UK Regulator;
  - 3.3.8.2 all reasonable and proper BBC safety requirements notified in writing to Hull 2017 in advance of the Event; and
  - 3.3.8.3 any other health and safety requirements about which a competent local council and/or owner of the Event Location would be reasonably expected to know;

- 3.3.9 completing and supplying copies of all risk assessments for Hull 2017's Services to the BBC no later than 3 (three) weeks before the commencement of the Licence Period (or such date to be otherwise agreed by the Parties);
- 3.3.10 making all necessary arrangements with the Owner and all other persons concerned in respect of the Event Location to ensure that access to the Event Location during the Licence Period is in accordance with Clause 2;
- 3.3.11 prior to the Event, during the Event and after the Event, providing cleansing services of the Event Location and surrounding area of a suitable standard for public use and access, including full and comprehensive litter clearance and refuse collection for the Event Location overnight after day one of the Event prior to commencement of day two of the Event. Hull 2017 shall be responsible for compliance with any clauses contained in the Premises Licence or Public Entertainment Licence relating to cleaning or environmental issues. The cleansing services must have been completed by 2000 hours at the latest on each build day and 0800 hours at the latest on each day of the Event. To facilitate this, the Parties shall formulate a Waste Management Plan (as part of the Event Management Plan). Hull 2017 shall formulate a Cleansing Management Plan (as part of the Event Management Plan) in consultation with the BBC which will regulate the management of the cleansing services to be provided in accordance with this Clause 3.3.11;
- 3.3.12 ensure that the Event Location is fit for purpose to accommodate the Event including, but not limited to, the removal of fence lines prior to the Event and promptly following the Event to reinstate the Event Location to the standard required by the Owner at Hull 2017's sole cost and expense;
- 3.3.13 providing noise monitoring for the Event outside of the Event Location if a requirement is set by the Public Entertainment Licence and/or any other governing licence and/or local authority to monitor sound levels around the Event and to relay this information to the BBC's designated Noise Management Representative(s) (the name(s) and contact details of which shall be provided to Hull 2017's Named Representative before the Event);
- 3.3.14 providing a Residents Liaison Officer for any necessary liaison with local residents of the Event Location and surrounding area, including if required distributing information provided by the BBC on the Event to local residents;
- 3.3.15 providing Press support to maintain good press relations with the local community;

- 3.3.16 arranging and carrying out required repairs to remedy any damage to the Event Location and any other areas as a consequence of the Event, including the reasonable wear and tear to be expected from an Event of this size and nature. This includes restoring the Event Location to their previous condition;
  - 3.3.17 providing assistance in securing hotel accommodation to meet the BBC's requirements, and where possible at a reduced rate for group bookings; and
  - 3.3.18 providing all existing utilities inside the Event Location (including the BBC Designated Areas) for no cost to BBC during the Licence Period, unless otherwise agreed between the Parties. This includes Hull 2017 arranging for BBC to have free of charge access to install and route ISDN lines through the Event Location for use in connection with the Event (the exact installation times and arrangements to be agreed in advance of such works being carried out).
- 3.4 Hull 2017 shall ensure that its tendering process for suppliers of Hull 2017 Services is fair, open and transparent and shall send all information on the process and suppliers selected to the BBC as soon as reasonably practicable prior to the Event.
  - 3.5 The BBC shall have the opportunity to request the services of volunteers recruited by Hull 2017 as part of the Hull 2017 volunteer programme, and recognises that any such volunteers shall be required to wear Hull 2017 volunteer uniforms and that it shall be required to comply with the Volunteer Partner Guidelines in relation to any such volunteers.

#### **4. BBC's Services**

- 4.1 The BBC shall be responsible for and bear all costs incurred in supplying aspects of the Event other than those specified as forming part of Hull 2017 Services. On completion of the Event, the BBC shall ensure that all equipment, staging and other physical Event infrastructure which form part of the BBC Services are dismantled and removed in a good and timely manner after the Event (and in any event within the Licence Period) according to the build and de-rig schedules contained in the final Event Management Plan which will be supplied to Hull 2017 no later than a month prior to each respective Event Date.
- 4.2 The BBC shall provide a Designated Premises Supervisor and/or other person or persons specified by the Licensing Authority as being a requirement of the Public Entertainment Licence to ensure compliance with the Licence.



- 4.3 The BBC shall maintain insurance in relation to or in connection with the Event (and provide evidence of the same to Hull 2017 on signature of this Agreement).
- 4.4 The BBC shall obtain all necessary licences from the Performing Rights Society ("PRS") and/or Phonographic Performance Limited ("PPL") (if applicable) to allow the broadcast of the Event or any performance thereat or to exploit any video made of the Event or any performance thereat.
- 4.5 The BBC shall be responsible for obtaining all necessary consents from all contributors, performers, copyright owners, and any other person, firm, company or other body having any interest whatsoever in the Event including any necessary waivers of the "moral rights" conferred by the Copyright, Designs and Patents Act 1988 ("CDPA") or any similar laws of any jurisdiction in order to record and broadcast the Event or exploit any video made of the Event.
- 4.6 Subject to Clause 3.3.8, the BBC shall be solely responsible for ensuring compliance with all current health and safety requirements in relation to the BBC's activities inside the Event Location and the BBC shall comply with all reasonable instructions of Hull 2017 in this regard.
- 4.7 The BBC shall ensure that all necessary and sufficient authority and power are given to the BBC's Named Representative who shall be responsible for ensuring the performance of the BBC's obligations under this Agreement. If the BBC's Named Representative becomes unable to carry out his/her responsibilities for any reason whatsoever then the BBC shall use best endeavours to promptly identify a suitably qualified replacement to Hull 2017.
- 4.8 BBC will provide Hull 2017 with a combined total of 500 (five hundred) tickets per day to the Event. Hull 2017 will distribute those tickets as follows: 200 (two hundred) per day for Hull 2017, 100 (one hundred) per day for the Owner, 100 (one hundred) per day to Hull City Council and 100 (one hundred) per day for East Riding of Yorkshire Council.
- 4.9 Hull 2017 agrees and acknowledges that it may distribute the tickets referred to in 4.8 above on the condition that none of the tickets provided can be sold or entered into competitions or giveaways or used in such a way as to suggest that the BBC endorses a third party.
- 4.10 The BBC confirms it is intended (but not guaranteed) that BBC Introducing Humberside will introduce unsigned local talent to the BBC and that some (if not all) of such local talent will be showcased on the BBC Introducing Stage at the Event.
- 4.11 The BBC shall participate in the evaluation of the Event using the guidelines being developed by Hull 2017 including providing such data and statistics as Hull 2017 shall notify to the BBC relating to:-
- (a) the number and type of participants/audience at the Event;

- (b) artistic, technical or other business capacity building to the extent reasonably required for evaluation and monitoring purposes; and
- (c) such other information as shall be reasonably required for evaluation and monitoring purposes.

**5. BBC's Right to Record**

- 5.1 Hull 2017 hereby grants the BBC the exclusive right to record, photograph, and/or include in a live relay, live stream and/or delayed broadcast, in audio and/or video form all or any part of Event and the performances occurring thereat. In giving this consent, Hull 2017 acknowledges that the BBC can bring those persons and equipment to the Event which the BBC deems reasonably appropriate to make these recordings.
- 5.2 Hull 2017 agrees to permit representatives of the BBC free access to the site of the Event in advance of and after the Event for the purposes of carrying out site visits and preliminary surveys, set up and break down, at times to be mutually agreed.
- 5.3 Hull 2017 acknowledges that all rights in recordings made at the Event as permitted by this Agreement will vest in the BBC and the BBC shall be entitled to assign, licence or otherwise exploit these recordings by all means and in all media throughout the universe. The BBC shall be entitled to refer to the Event by its true name, a fictitious name or not to refer to the Event at all. Further, the BBC's editorial control of the recordings is final and nothing in this Agreement will oblige the BBC, its licensees or assigns, to broadcast any programme that it may make in whole or in part.

**6. Equipment/Materials**

- 6.1 Each Party shall be responsible for the care, control, security, insurance and maintenance of its own equipment and materials to perform their respective services and neither party accepts any liability for loss of or damage to the equipment/materials of the other otherwise than in consequence of any negligence on the part of the respective party.
- 6.2 Neither Party shall use any equipment/materials of the other Party without the prior written consent of the respective party.

**7. Costs of the Event**

- 7.1 The BBC shall be responsible for and bear all costs incurred in the production and operation of the Event (other than Hull 2017 Services).
- 7.2 The BBC shall be responsible for and bear all costs incurred in the provision of the BBC's Services and recording(s) at the Event provided that the BBC shall have no obligation to pay any sums to Hull 2017

except as either specified herein or as agreed separately in advance in writing.

- 7.3 Hull 2017 shall be responsible for and bear all costs incurred in the provision of Hull 2017's Services and the costs of the Owner in connection with use of the Event Location for the Event and as set out in 7.4 below and the BBC shall have no obligation to pay any sums to Hull 2017 except as either specified in Schedule 1 or as agreed separately in advance in writing.
- 7.4 Hull 2017 shall provide infrastructure funding to enhance the Event up to a maximum amount of £150,776.85 (one hundred and fifty thousand seven hundred and seventy six pounds and 85 pence) towards such costs as are set out in the attached Schedule 3 of this Agreement, provided that each of Hull 2017 and the BBC will use reasonable endeavours to ensure that any such costs shall be minimised and (ii) the BBC shall provide Hull 2017 with such information as shall be reasonably requested by Hull 2017 to enable Hull 2017 to assess such costs. Hull 2017 shall pay the BBC the first 50% (fifty per cent) of such infrastructure funding reasonably promptly following signature of this Agreement, subject to receipt of a valid VAT invoice and the second tranche of such infrastructure funding shall be due within 30 (thirty) days following the Event.
- 7.5 Hull 2017 shall pay the costs of the condition report to be commissioned by the Owner and each of Hull 2017 and the BBC shall attend the surveyor for such report having been arranged by the Owner. The Owner shall give both Hull 2017 and the BBC reasonable prior notice of such surveyor visit.

## **8. Marketing and Branding**

- 8.1 Hull 2017 agrees that it shall obtain the prior written approval of, and shall comply with any conditions imposed by, the BBC should it wish to create or distribute publicity material (such as press releases) either referring to the BBC or incorporating any BBC brands (if applicable) in connection with the Event. All publicity material relating to the Event published by any of the BBC, Hull 2017 and/or the Owner shall be subject to BBC editorial approval, the BBC's Guidelines and the Marketing Plan.
- 8.2 In relation to any publicity material approved in writing by the BBC, Hull 2017 undertakes that it shall be of good quality in design, material, and workmanship, safe, non-injurious and suitable for the intended purpose, and produced and distributed in strict compliance the rights of any other party and all applicable laws, codes of practice and regulations in effect at the location of production and distribution.
- 8.3 Hull 2017 agrees not to use the BBC's name, logo or trade marks for any other purpose without the prior written consent of the BBC. Any use of the BBC's trade marks shall be subject to sample approval (to be sent to the BBC in good time) and the requirements of the BBC's

Trade Mark licence which shall be required to be signed prior to any use or proposed use of the BBC's name or trade marks.

- 8.4 The parties agree that both the timing and content of any public announcements (including public statements and press and other media) relating to the Event shall be governed by the Marketing Plan and the BBC shall inform Hull 2017 in advance of any promotional or media activity in connection with the Event.
- 8.5 The BBC agrees not to use Hull 2017's name, logo or trade marks for any purpose without the prior written consent of Hull 2017. Any use of Hull 2017's trade marks shall be subject to sample approval (to be sent to Hull 2017 in good time) and the requirements of the Trade Mark Licence which shall be required to be signed prior to any use or proposed use of Hull 2017's name or trade marks.
- 8.6 Hull 2017 shall not without the prior written consent of the BBC, be directly involved with any promotional activity, sponsorship, media content, or similar agreement of whatever nature in relation to the Event.
- 8.7 The BBC and Hull 2017 shall enter into the Trade Mark Licence.
- 8.8 Subject to the BBC's Editorial Guidelines and the BBC's reasonable discretion on positioning and prominence, the BBC agrees to feature appropriate Hull 2017 branding at the Event and in all marketing materials relating to the Event in recognition of Hull 2017's Services, it being acknowledged that such branding requirements will be set out in the Marketing Plan. In addition, the BBC agrees to feature appropriate branding at the Event for each of Hull City Council, East Riding of Yorkshire Council and the Owner, it being acknowledged that such branding requirements will be set out in the Marketing Plan and that the BBC shall use reasonable efforts to promote the Event Location as part of the Event.
- 8.9 Hull 2017 shall ensure that any contributors to Hull 2017's funding of the Event do not imply or otherwise give the impression that they or their activities are in some way associated with or endorsed or sanctioned by the BBC or the Event, unless otherwise agreed with the BBC.
- 8.10 In the event that there is to be any advertising in the space around the Event Location controlled or operated by Hull 2017 for the Event (for example to be placed in parking facilities for the Event) or in any printed materials that Hull 2017 intends to release for the Event with the approval of the BBC, or in relation to any commercial activity (including concessions) undertaken in accordance with Clause 2.9 above these will be subject to BBC approval and the BBC's Editorial Guidelines and must not imply a direct association with the BBC or the Event. Furthermore all signage for the Event shall be subject to BBC approval and BBC Editorial Guidelines.

- 8.11 The BBC acknowledges that each of Natural England and Historic England have contributed resources to the Event and that (i) they shall each be reasonably entitled to promote themselves at the Event and (ii) the BBC shall use reasonable efforts to promote each of them, subject in each case to the BBC's Editorial Guidelines and to the approval of the BBC on a case-by-case basis acting reasonably.
- 8.12 The BBC shall supply Hull 2017 with a highlights video montage of the Event and still photographs of a representative selection of the talent performing at the Event, and shall ensure that Hull 2017 is permitted to use such video montage and still photographs for non-commercial marketing purposes in relation to Hull 2017 and for archival purposes, provided that Hull 2017 shall have the appropriate MCPS/PRS licences in place for any such use.

## **9. Hull 2017's Warranties and Indemnity**

- 9.1 Hull 2017 represents and warrants that:
- 9.1.1 it has the right, power and authority to enter into and fully perform its obligations, representations, undertakings and warranties specified in this Agreement, including authority to enter into this Agreement on behalf of all persons having any interest in the Event Location;
  - 9.1.2 it and those employed or engaged by it shall be competent to fulfil its obligations under this Agreement (which includes having relevant experience, training and/or qualifications), use proper care, skill and diligence whilst discharging obligations under this Agreement, execute this Agreement in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of this Agreement;
  - 9.1.3 it will strictly observe and comply with all of its agreements, obligations, representations, undertakings and warranties specified in this Agreement;
  - 9.1.4 it will ensure that all sub-licences granted by it pursuant to this Agreement are on such terms as to enable Hull 2017 to fulfil its obligations;
  - 9.1.5 any goods and materials used in the Event are in all respects fit for their intended purpose and where appropriate are of good construction, suitable and sound material and adequate strength;
  - 9.1.6 it will comply with all current relevant anti-discriminatory legislation (for example, race relations, equal pay, fair employment and disabled persons employment) and the Bribery Act 2010; and

- 9.1.7 it shall assist the BBC prior to and during the Event and to maintain throughout the Licence Period a suitable Entertainment Licence and any other necessary licence, permission or consent for holding the Event at the Event Location, and any and all necessary consents from any person, firm, company or other body having any controlling interest in the Event Location;
- 9.1.8 it will comply insofar as it relates to Hull 2017 or Hull 2017's Services with all the terms and conditions of the licences, permissions and consents referred to in Clause 9.1.7 above;
- 9.1.9 it will ensure that any funder of Hull 2017's Services will not associate themselves with the Event or give the impression that they or their activities are in some way associated with or endorsed or sanctioned by the BBC or the Event, unless otherwise agreed with the BBC;
- 9.1.10 the Event Location comply with all current relevant environmental requirements (and Hull 2017 will provide evidence of the same when requested) issued by the Department of Environment, and any other environmental requirements that a competent local council and/or owner of the Event Location would be reasonably expected to know of and shall ensure that they continue to comply until expiry of the Licence Period. Hull 2017 shall immediately notify the BBC as soon as it becomes aware of any changes to the condition of the Event Location which conflict or may conflict with any of the above environmental requirements; and
- 9.1.11 there are accessible power supplies at the Event Location and shall provide to the BBC its sub-contractors and representatives access to all power supplies at the Event Location. Any power used shall be at Hull 2017's sole cost, unless otherwise agreed between the Parties.
- 9.2 Hull 2017 shall indemnify the BBC and its officers, directors, employees, agents and sub-contractors against any claims, demands, liability, loss and/or damage of whatsoever nature, arising directly from any negligent act or omission or wilful default by Hull 2017 or any of Hull 2017's employees, servants or agents in connection with the Event.

## **10. BBC Warranties and Indemnity**

10.1 The BBC represents and warrants that:

10.1.1 it has the right, power and authority to enter into and fully perform its agreements, obligations, representations, undertakings and warranties specified in this Agreement;

10.1.2 it and those employed or engaged by it shall be competent to fulfil its obligations under this Agreement (which includes having

relevant experience, training and/or qualifications), use proper care, skill and diligence whilst discharging its obligations under this Agreement, execute this Agreement in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of this Agreement;

10.1.3 it will strictly observe and comply with all of its agreements, obligations, representations, undertakings and warranties specified in this Agreement;

10.1.4 it will ensure that all sub-licences granted by it pursuant to this Agreement are on such terms as to enable the BBC to fulfil its obligations;

10.1.5 any goods and materials used in the Event are in all respects fit for their intended purpose and where appropriate are of good construction, suitable and sound material and adequate strength;

10.1.6 it will comply with all current relevant anti-discriminatory legislation (for example, race relations, equal pay, fair employment and disabled persons employment) and the Bribery Act 2010;

10.1.7 it will comply insofar as it relates to the BBC or the BBC's Services with the terms and conditions of the Entertainment Licence, the Premises Licence, the Owner Agreement (to the extent any relevant terms have been notified to the BBC in writing prior to full execution of this Agreement) and to any measures requested by the Safety Advisory Group, the emergency services or any other statutory bodies; and

10.1.8 it will notify Hull 2017 as soon as it becomes aware of any changes to the condition of the Event Location which conflict with any environmental requirements relating to the Event Location which have been notified to it in writing in reasonable time by Hull 2017.

10.2 The BBC shall indemnify Hull 2017 against any claims, demands, liability, loss and/or damage of whatsoever nature, arising directly from any negligent act or omission or wilful default by the BBC in connection with the Event.

10.3 The aggregate liability of either Party to the other Party for any breach of this Agreement howsoever arising whether in contract, tort (including negligence) or for breach of statutory duty or in any other way (except in respect of liability for injury or death) shall not exceed £10 million (ten million pounds). Neither party shall be liable to the other in respect of any indirect or consequential loss, including loss of expected profits, goodwill or reputation, howsoever caused.

- 10.4 Nothing in this Agreement limits or excludes either party's liability to the other for fraudulent misrepresentation or for death or personal injury caused by the negligence of such party or its Affiliates, employees, agents or sub-contractors.

## **11. Termination**

- 11.1 Either Party may by notice in writing terminate the Agreement with immediate effect if the other Party:-
- 11.1.1 commits a non-trivial breach of any of the provisions of the Agreement and if the breach is capable of remedy the relevant Party fails to remedy the breach within 7 (seven) days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy; or
  - 11.1.2 commits a breach and the breach is not capable of remedy, or the breach is a material breach or a breach of a material term; or
  - 11.1.3 commits an act of bankruptcy or insolvency, is unable to pay its debts or makes any composition or arrangement with its creditors, or if any order is made or a resolution is passed for closure of Hull 2017 as a registered charity or the BBC as a Public Broadcaster, or if it ceases or prepares to cease trading or operating as a registered charity or the BBC as a Public Broadcaster, or if it suffers the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of its assets.
- 11.2 The BBC or Hull 2017 may by notice in writing terminate the Agreement with immediate effect if the continued performance of this Agreement is prevented by reason of any event beyond the reasonable control of the BBC or Hull 2017 (any such occurrence being deemed an event of Force Majeure).
- 11.3 The expression 'an event of Force Majeure' shall mean and include fire, flood, lockout, unavoidable accident, national calamity or riot, Act of God, the enactment of any Act of Parliament any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the Parties hereto other than a shortage or lack of money.
- 11.4 The BBC may terminate this Agreement by notice in writing with immediate effect if, in the BBC's reasonable opinion, there is an editorial reason for doing so.



11.5 Termination of the Agreement for whatever reason:

11.5.1 shall not prejudice any right of action accruing or already accrued to either Party at the date of termination;

11.5.2 shall not itself give rise to a claim by the other Party for damages or otherwise beyond a claim for payment due under the Agreement up to and including the date of termination;

11.5.3 shall, with effect from such date, relieve Hull 2017 of any obligation to pay the BBC any monies due under clause 7.4 of this Agreement to the extent there is no contractual obligation for the BBC to pay such sums to any third party; and

11.5.4 shall relieve the BBC of any outstanding obligations under this Agreement (except for those obligations that are expressly or by implication intended to survive termination).

**12. Confidentiality**

12.1 Except for the purposes of this Agreement, neither the BBC nor Hull 2017 will use or make available to any third party at any time during or after the Agreement any Designated Information of the other Party except that nothing shall prevent a Party disclosing Designated Information:

12.1.1 which is or later comes into the public domain otherwise than through an act or omission of the Party receiving the information;

12.1.2 which is required to be disclosed in accordance with the Freedom of Information Act 2000 ("FOIA"), if applicable, or otherwise is required to be disclosed by law, order of court, the requirements of any regulatory authority or taxation authority or the rules of any stock exchange;

12.1.3 which is disclosed with the prior written consent of the other Party; or

12.1.4 which is disclosed to its employees, professional advisors, agents and sub-contractors solely on a need-to-know basis provided that the disclosing Party procures that the person to whom such disclosure is made complies with the obligations under this Clause as if it were a party to the Contract.

12.2 In this Clause "Designated Information" means information (in whatever form) relating to the business or affairs of a Party which is disclosed at any time by or on behalf of that Party to the receiving Party, or otherwise is in the possession of the receiving Party, in connection with the Agreement and

- 12.2.1 which is confidential; and/or
  - 12.2.2 if the FOIA is applicable, which the relevant Party designates that it wishes to be treated as exempt from disclosure under FOIA by notice in writing to the other party.
- 12.3 In respect of FOIA:
- 12.3.1 The BBC acknowledges that it is subject to FOIA to the extent prescribed by part VI of Schedule 1 of FOIA;
  - 12.3.2 Subject to Clause 12.3.3 below, Hull 2017 recognises that if the BBC receives a FOIA request for information it may be required to release information whether it is held by the BBC or Hull 2017 or another person on behalf of the BBC;
  - 12.3.3 Should the BBC receive a FOIA request for information relating to this Agreement or its subject matter, it shall inform Hull 2017 promptly and in any event within 5 working days of receipt and shall pass Hull 2017 a copy of such request if required;
  - 12.3.4 If the BBC receives a FOIA request for information and requires assistance in obtaining such information or otherwise requires assistance and/or co-operation in responding to the request (including without limitation in the application of any relevant FOIA exemptions), Hull 2017 (or any of its agents or sub-contractors) shall at its own cost ensure (and procure that any of its agents and sub-contractors so ensure) that the BBC's request for assistance and/or co-operation is responded to promptly and in any event within 10 days of receipt. For the avoidance of doubt, the BBC shall be responsible for determining in its absolute discretion whether it is a public authority for the purposes of FOIA (in accordance with part VI of Schedule 1 of FOIA) in respect of any FOIA request for information it receives.

### **13. Data Protection**

- 13.1 For the purposes of this Clause 13, the terms "processing", "personal data", "data controller", "data processor" shall bear the same meanings as set out in the Data Protection Act 1998.
- 13.2 Hull 2017 agrees that the BBC shall be the data controller of any personal data relating to BBC employees or contractors ("BBC Personal Information") transferred to Hull 2017 and Hull 2017 shall be the data processor and shall only use this information to fulfil its (and/or its sub-contractors' and agents') obligations under this Agreement and shall be processed only in accordance with this Agreement and Hull 2017 shall only disclose the BBC Personal Information to authorised parties or as required to comply with its contractual or legal obligations. For the avoidance of doubt, Hull 2017 shall not use the BBC Personal Information for any commercial or marketing purposes whatsoever.

- 13.3 Hull 2017 (and its sub-contractors and/or agents), shall keep the BBC Personal Information secure at all times and shall take such technical and organisational security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to the BBC Personal Information as may be required to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the BBC Personal Information to be protected.
- 13.4 Hull 2017 agrees that it will not transfer the BBC Personal Information outside the EEA without the BBC's express written permission. Hull 2017 further agrees that it will not host the BBC Personal Information in the cloud nor will it allow others to do so.
- 13.5 Hull 2017 agrees to destroy the BBC Personal Information within thirty (30) days from the earlier of (a) termination of this Agreement or (b) the day which next follows the Event Dates.
- 13.6 The BBC agrees that Hull 2017 shall be the data controller of any personal data relating to Hull 2017 employees or contractors ("Hull 2017 Personal Information") transferred to the BBC and the BBC shall be the data processor and shall only use this information to fulfil its (and/or its sub-contractors' and agents') obligations under this Agreement and shall be processed only in accordance with this Agreement and the BBC shall only disclose the Hull 2017 Personal Information to authorised parties or as required to comply with its contractual or legal obligations. For the avoidance of doubt, the BBC shall not use the Hull 2017 Personal Information for any commercial or marketing purposes whatsoever.
- 13.7 The BBC (and its sub-contractors and/or agents), shall keep the Hull 2017 Personal Information secure at all times and shall take such technical and organisational security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to the Hull 2017 Personal Information as may be required to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the Hull 2017 Personal Information to be protected.
- 13.8 The BBC agrees that it will not transfer the Hull 2017 Personal Information outside the EEA without Hull 2017's express written permission. The BBC further agrees that it will not host the Hull 2017 Personal Information in the cloud nor will it allow others to do so.
- 13.9 The BBC agrees to destroy the Hull 2017 Personal Information within thirty (30) days from the earlier of (a) termination of this Agreement or (b) the day which next follows the Event Dates.

**14. General**

- 14.1 Neither Hull 2017 nor the BBC shall assign any of its rights or obligations under the Agreement to any third party without the prior written consent of the other, such consent not to be unreasonably withheld.
- 14.2 Each of Hull 2017 and the BBC shall be entitled to sub-contract any of its rights and obligations under this Agreement to any third party and shall ensure compliance by that third party with the terms of this Agreement, provided that Hull 2017 shall first obtain the prior written consent of the BBC to any such sub-contracting.
- 14.3 Nothing in the Agreement shall be deemed to constitute either Party as the agent of the other or create a partnership or joint venture between the Parties. Neither Party shall have the power to bind the other to contract in the name of or create a liability against the other in any matter whatsoever.
- 14.4 The Parties shall act in good faith at all times and shall neither bring the other Party into disrepute nor, without the prior consent of the other, make any derogatory reference to the other in any advertising, promotional or published material, nor speak in public about the other or its affairs.
- 14.5 References in this Agreement to Acts of Parliament shall be deemed to include their modification, replacement or re-enactment as appropriate. The unenforceability of any single provision of the Agreement shall not affect any other provision thereof. The failure of either Party to exercise or enforce any right conferred upon it by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.
- 14.6 This Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Agreement.
- 14.7 Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, the Agreement constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto. Any amendment or variation to the Agreement shall only be made by prior written agreement between the Parties.

- 14.8 All notices in connection with this Agreement shall be in writing and shall be sent by first class post to, in the case of Hull 2017 at the address shown on the first page of this Agreement, or in the case of the BBC, the Legal & Business Affairs Department, BBC Audio & Music, 4th Floor, Brock House, 19 Langham Street, London, W1A 1AA (unless varied by notice in writing).
- 14.9 The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement through negotiation between nominated representatives of each Party.
- 14.10 Upon expiry or termination of this Agreement for whatever reason, the rights and obligations of each Party to the other shall come to an end, save for the provisions of Clauses 9, 10, 12, 13 and 14 which shall survive.
- 14.11 This Agreement shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed: 

Name: Malcolm Jett

Dated: 20/1/17.

Signed by the duly authorised representative for and on behalf of  
Hull UK City of Culture 2017

Signed: 

Name: PHILIP BENSON

Dated: 20/1/2017

Signed by the duly authorised representative for and on behalf of  
Hull UK City of Culture 2017

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed by the duly authorised representative for and on behalf of  
The British Broadcasting Corporation

## Schedule 1

### **The Services**

This schedule identifies the major elements of the Event. Where the event responsibility is shown as shared then the exact responsibilities taken on by each party will be set out in the Event Management Plan. In the event of any conflict or inconsistency between the Event Management Plan and this Schedule 1, the Event Management Plan shall prevail.

<b><u>Element</u></b>	<b><u>Responsible Party</u></b>
<b>Event Location</b>	
Location - provision of a location for the Event owned by Hull 2017; to the extent that Hull 2017 does not own the location, Hull 2017 undertakes to obtain a signed licence agreement with the owner before the Event to enable it to comply with this Agreement	Hull 2017
Event Location design	BBC
Major incident plan	BBC
Calculating maximum audience numbers	BBC
Admissions policy (ticketing etc)	BBC
Disability access at the Event Location. Disability Discrimination Act - reasonable adjustments to the Event Location to make the event accessible to the disabled and stewards for disabled persons	BBC
Stewards for disabled persons	BBC
'Site Layout' plan and 'Venue Plan' (drawing up)	BBC
Incident control room	BBC
Suitable Public Entertainment Licence and all other necessary licences for the Events	Hull 2017
Broadcast facilities	BBC
Assess need for fencing and provide all fencing immediately in front of stage and backstage areas	BBC
Assist and provide an outline site plan for site having due regard for Health & Safety and access.	BBC
Insurance of broadcast equipment	BBC
Marketing of the Event (it being understood that no use can be made	BBC

of the BBC's trade marks, logos etc. without a signed licence agreement from the BBC)	
Dismantling of the Event Location post Event but excluding waste management (see below).	BBC
<b>Staging &amp; Entertainment</b>	
Stages and Tents (hire and construction)	BBC
Stages / Floor management	BBC
Staging (other) setting up P.A. wings F.O.H mixing positions, disabled viewing platform, camera platforms and illumination lighting.	BBC
Barriers/fencing	BBC
Seating	BBC
Video Walls + LED Screens	BBC
Promotional Displays	BBC
Rostra	BBC
Fixed towers/scaffolds	BBC
Other temporary towers/scaffolds	BBC
Special FX eg, Pyros	BBC
Lasers	BBC
Lighting	BBC
Security to staff and artists	BBC
Toilets for artists and BBC staff	BBC
Catering – including provision of drinking water, and arrangements for food concessions and backstage catering in association with the BBC.	BBC
Facilities for eating meals	BBC
Traffic routes for production vehicles for outdoor sites	BBC
Sound / Public Address System (PA)	BBC
Noise Levels, including a 'Noise Management Strategy' which will set out the plan for regulation and control of sound levels	BBC in conjunction

	with Hull 2017
Fire Fighting Equipment	BBC
Artistic content including contracting all artists	BBC
Artist liaison	BBC
Alcohol Management Plan	Hull 2017 in consultation with BBC
Areas under control of BBC, backstage, delay positions, Public Address System (PA) area, all other areas under control of the Event's Health and Safety Coordinator: all to be set up and managed	BBC
Broadcast Production Schedule	BBC
Camera platforms (operating)	BBC
Camera platforms (supply)	BBC
Crew Laminates	BBC
Event Coverage	BBC
Screen promos	BBC
<b>Utilities</b>	
Power Supply	BBC
Electrical Installations, including the carrying out of a risk assessment, outside broadcast (OB) power and other power for the site.	BBC
Gas Supplies	-
Lighting, including site lighting for access and egress and working areas	BBC
Water Supply	BBC
'Litter and Refuse Plan', including collecting and separating refuse or litter into the appropriate recycling units ready for disposal / recycling	Hull 2017
Waste management (collection and disposal) pre Event	Hull 2017
Waste management (collection and disposal) post Event	Hull 2017
Signage inside Event Location	BBC



Signage outside Event Location including in car parks and traffic management signage	Hull 2017
Storage of hazardous substances eg, fuel, gas, pyros etc.	BBC
TV Lighting and Sound	BBC
<b>Emergency Arrangements</b>	
Arrangements with third parties such as local police, fire, ambulance and hospitals including emergency vehicle route	BBC
Designing and implementing where necessary the Emergency Evacuation Arrangements	BBC
Ensuring the emergency services can gain access to the site	Hull 2017
Ensuring adequate fire alarms	BBC
Ensuring suitable fire fighting equipment is available	BBC
Ensuring emergency exits are kept clear	BBC
Ensuring emergency arrangements are communicated to all relevant parties	BBC
Emergency Lighting (Flood lights etc)	BBC
Raising the Alarm	BBC
Ensuring walkways are kept clear	BBC
Emergency Liaison Team / Major Incident plan - operation	BBC
Event Control Team - to regulate and implement safety at the Event in accordance with an agreed Safety Plan, including the setting up and operation of an incident control room.	BBC
Events Health and Safety Coordinator	BBC
Fire Safety - Document Control Fire Risk Assessment, including fire fighting equipment	BBC
First Aid/Medical provision	Hull 2017 within the Event Location  Hull 2017 outside the Event Location

Health and Safety - contractors	BBC
Health and Safety - overall for the activities connected with the Event inside the Event Location	BBC
Outside the Event Location and for all existing land and structures inside the Event Location	Hull 2017
Health & Safety – broadcast and recording	BBC
'Statement of Intent for Medical Cover' (if required)	Hull 2017
<b>Services Provided to attendees</b>	
Ticketing	BBC
Audience Control, including crowd control fencing all areas	BBC
Monitoring the Crowd	BBC
First Aid/Medical provision	Hull 2017
Lost children management inside the Event Location	BBC
Stewarding inside the Event Location, including the formulation of a 'Stewarding Plan'.	BBC
Stewarding and traffic management (outside the Event Location) – including access, exits, fences, barriers and stewarding	Hull 2017
Security outside the Event Location – including securing the external perimeter fence of the site	Hull 2017
Security inside the Event Location – including access, exits, fences, barriers and stewarding and accreditation on site. To include security for staff and artists.	BBC
Information Points	BBC
Lost Child procedure and facility inside the Event Location	BBC
Lost Property Point	Hull 2017
Sanitary facilities and toilets inside Event Location, and cleaning FOH, Artists, production and VIPs areas backstage	BBC
Catering	BBC

Amusements and Attractions	BBC
Organisation of traffic routes outside Event Location, including Traffic Plan	Hull 2017
Traffic management in all management in all areas inside the Event Location. To define and maintain all emergency vehicle access routes are always kept clear at all times.	BBC
Traffic Management Plan to be agreed between Hull 2017, the BBC and appropriate authorities by no later than 28 days prior to the Event (or such other date to be agreed by the parties)	Hull 2017
Condition of floors and traffic routes	BBC
Parking Arrangements – including capacity, marshalling, any special requests for parking e.g. Outside Broadcast trucks, guests and artists.	Hull 2017
Communication – for a) audience and b) event staff and c) BBC; (if radios are to be used, clarify who obtains the necessary licences)	BBC
'Concessions' – management and control	BBC
VIP and guest area	BBC

**Schedule 2**

**AGREED MAP OF EVENT LOCATION**

**To be supplied by BBC**