

*And Now:*

*Re: Hull 2017 Land of Green Ginger Artist Commissioning and Production Agreement  
Technical Rider; Site and Event Management requirements that are the responsibility of :  
Longhill Performance Week in collaboration with Lone Twin.*

**Hull 2017 agree to Provide:**

- Hull2017 are responsible for all actions necessary for the reparation of damage to the turf by fire and for negotiation/ liaison with the site owners/managers regarding this: and make necessary checks for underground services etc . ( AndNow will rake up the worse of the nails and embers on the Sunday Morning, and manage the fire being put out if this is required ). Hull 2017 to source a place to dump the ash with some nails in ( the timber is all untreated, there will be some nails , so the will effectively be non-toxic )
- Site management for the build site during week of construction.
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- General security from Sunday 9th July until Sunday 16th July for all site and storage areas.
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- Welfare space and toilet close to site for crew. Ideally with tea making and cooking facility.
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- An Indoor making space, if possible, preferably close to the welfare and secure storage space.
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- On site secure storage for pyro from Sunday 9th July until Sunday 16th July (e.g. an ISO shipping container ).
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- On site safe storage for tools and equipment ( could be same container ) .
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- Safe parking for crew vehicles and site vehicles.
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- Domestic rubbish disposal will be needed;
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- Rubbish disposal: a dumpy for spend fire-work cases that will have been doused with water; ( AndNow will remove all live pyro from the site); Hull 2017 to organise a final over-all litter pick/clean up on the site after the derig.
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- Capacity to move a large volume of water can be useful: an old metre cube tank on a pallet does well for filling multiple buckets and :as a fire-fighting reserve and , if need be , for putting out the fire embers before leaving site on the Sunday. And a few pallets to stand this on .
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- Tele-handler ( and driver ) for unloading and positioning timber and possible one or two positioning manoeuvres during week. Man cage for tele-handler. ( Adam to drive tele-handler for material delivery and any other requirements if we book time in with him. )
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- Herras fencing of the build site from when we arrive and for the duration of the build: also removal of this herras as per schedule prior to the performance.

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- Security and stewarding for the event day as necessary to keep the site/s secure and free of people during the rigging, show and derigging of the the site/s and necessary barriers to provide a safe viewing area for the public: including security for the the back pyro site and provision of adequate stewarding for the fallout zone for the duration of the display, until AndNow give an all-clear. Stewarding may also be needed for rehearsals; and to develop the stewarding plan ( action and schedule - TBC )
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- The Audience line: ( as discussed at the last meeting, we need to talk this through further) . At present, we think putlocks with 4m scaff poles clipped on to them would be good; we can dress with Bunting and then use ropes as the fence line; minimum 15 poles, perhaps with a spare 5 ( exact number TBC ) . Hull 2017 to provide putlocks,scaff poles,clips,audience clip scratch protection and rope and will also rigg ( and remove after event ) to site plan to be agreed with AndNow .
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- Fire extinguishers for the general site; the main event and lead in events - number and type TBC. ( AndNow will only bring fire fighting equipment to cover the activities they directly undertake during the build )
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- Potentially a PA; power for PA; radio-mics and Technician ( TBC - this needs more discussion)
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- Subtle bonfire illumination/ scenic lighting in the dusk - TBC . ( There was a discussion about this being performer/guild operated torches, do Hull 2017 provide these ?)
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- Radios for public performance and rehearsal times for AndNow ( at least 5 with 5 ear pieces and lapel ptt , and 1 hand-held ptt on a lead ) and for Lone Twin ( such as they require - to be confirmed with them) .
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- To supply to AndNow, upon request, copies of any commissioned documentary material- photographs, film, or video footage etc- relating to AndNow's work for Hull 2017 at no more than cost price, and to grant AndNow the right to use that material in future publicity or archive with due credit as agreed.

**Further understandings relevant to safe management of the site and event:**

**Hull 2017 further agree:**

- To make the show sites available and secure to AndNow for use according to the agreed time schedule and provide the agreed production support for AndNow to ensure delivery of the work as drafted in the Proposal , ( with the understanding that the proposal may alter in response to further devising with Lone Twin; AndNow will clarify and report on the progress of the proposal by 12th June, by which time it is anticipated that that the broad strokes of the design will have been significantly resolved ) .
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- To gain appropriate permissions from the site owners of any affected neighbouring properties for the event, and for the use of the site itself and access as necessary: to suitably inform these persons of any action required on their part as necessary for example but not limited to: allowing movement of AndNow vehicles through their site or access roads; and not entering excluded areas. Hull 2017 further agree to inform AndNow in good time that all these permissions have been gained, notifications made and actions taken.
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- To gain any relevant permits and licenses and to inform all relevant competent authorities.
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- To notify and liaise with any persons, neighbours, owners or people with responsibility for livestock, organisations concerned with wildlife etc liable to be affected by the event and advise them to take any necessary precautions.
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- To use their best endeavours to prevent any unescorted children of tender years, any persons who are intoxicated or under the influence of drugs or are rowdy and any animals not on leads from causing disruption during the set up, build, firing or derigging of the event.
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- To inform and consult with AndNow: regarding any activities that the organisers become aware of in the vicinity of the build site, that may impact of the planned activities associated with rigging, building, rehearsing or the finale event.
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- To ensure that all the Event Managers responsibilities as identified in AndNow's Method Statement and Risk Assessments are understood and undertaken and that the Event Management Plan (EMP ) reflects the dynamic risk assessment and show stop procedures detailed in AndNow's MS&RA. The AndNow firework Safety Officer will require confirmation from the event manager that all barriers, stewards, fire-spotters are in place before the show and firing commence.
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- To give AndNow access to the EMP upon request .
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- To treat all Contractual and Health & Safety documentation as commercial-in-confidence. This includes agreeing to hold all information presented within these documents as confidential and agree not to use or disclose, or allow the use or disclose of the said information to unauthorised parties, directly or indirectly, irrespective of the acceptance or rejection of the presentation or at any time before, during or after an agreement has been reached, without prior consent.

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**Clarifications to the wording of the general Agreement, relative to the specific nature of this event, for the avoidance of doubt:**

**Regarding termination / cancellation due to a Force Majeure Event etc:**

It is understood from the agreement that Section 1 Clause 23.5 over-rides Clause 26.1 and 26.2 i.e.

That in the circumstance of a force majeure event or any other circumstance outside the control of AndNow, ( including change of conditions during the event) , AndNow will alter or cancel all or some of the elements according to their judgement of the safety of the situation. The decision of AndNow, (which will , where circumstances allow , be taken between AndNow and Hull 2017's on-site representative) as to whether or not any of the foregoing circumstances precludes proceeding with any one or all parts of the fire or fireworks shall be final and binding upon the Hull 2017.

In this circumstances AndNow will receive the full fee; except if the cancellation be in no way caused by the fault of the Organisers, that any reduced or recoverable material, labour or associated costs of AndNow will be reimbursed by AndNow to Hull 2017 where possible.

If Hull 2017 cancels this Agreement for any reason outside of the control of AndNow prior to the event , that AndNow shall be entitled to receive payments as follows.

- a. Cancellation within 1 month prior to the event: 50% of fees.
- b. Cancellation within 2 weeks prior to the event: 100% of fees.

**Regarding AndNow indemnifying Hull 2017 against losses, actions etc**

(Section 1 Clause 21.2 (b))

The writing of the general agreement requires AndNow to indemnify Hull 2017 against (b) **“any** claim in connection with the Commissioned Work arising out of the action or default of the Artist”

“save that this indemnity shall not apply to the extent that the Artist can demonstrate that such claims, proceedings, actions, damages, liability, costs, losses and expenses arise from any fraudulent, reckless, negligent, or grossly incompetent act or omission by Hull 2017 including but not limited to its staff, contractors or agents.”.

Because of the nature of the event ( i.e. large fires do entail particular risks and these risks are being managed mutually by AndNow as the operators and Hull 2017 in their capacity as overall event managers ) Hull 2017 have distinct areas of responsibility relative to the event and relative to the risk created by the work ( i.e. the fire and fireworks ) that Hull 2017 have commissioned from AndNow.

Hull 2017 recognises that whilst AndNow are liable for the professional execution of their role and AndNow indemnify with respect to negligence in that regard, it is not for AndNow to indemnify against **any** claim “save that this indemnity shall not apply to the extent that the Artist can demonstrate that such claims, proceedings, actions, damages, liability, costs,

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losses and expenses arise from any fraudulent, reckless, negligent, or grossly incompetent act or omission by Hull 2017 including but not limited to its staff, contractors or agents.” as this places an onerous burden on AndNow given the risk mitigation measures put in place by AndNow form part of the overall risk mitigation integral to the much wider Event Management Plan that Hull 2017 have overall responsibility for producing and enacting .

**Regarding PRS:**

Despite ( Section 1 of the Agreement ; Clause 3 (Artists Responsibilities ) ; subsection (c) ) : Recognising the collaborative nature of the event ( between Lone Twin and AndNow with Hull 2017 being responsible for site management and amplified sound reproduction ) Hull 2017 agree to take responsibility for all matters relating to PRS. ( AndNow will inform Hull 2017 in good time if they plan to use any music in the event that may have unusual PRS implications ) .