

**THIS AGREEMENT DATED: 6 July 2022("Agreement")** is made between the Parties:

**(1) The International Live Music Conference Limited ("ILMC") Trading as International Festival Forum ("IFF")** of 31 Tileyard Road, N7 9AH, London, United Kingdom

and

**(2) Department for International Trade ("Partner")** of Old Admiralty Building, London, SW1A 2BL, UK

### **1. General:**

The 8th International Festival Forum – IFF 8 – will be based at **The Holiday Inn Camden**, 30 Jamestown Rd, London NW1 7BY and **Powerhaus**, 11 Middle Yard, Camden, London NW1 8AB, UK (the "**Conference**").

The conference will be a three-day event, the dates for which are as follows:

Tuesday 27 September 2022	- Conference & Social Events
Wednesday 28 September 2022	- Conference & Social Events
Thursday 29 September 2022	- Conference & Social Events

The conference intends to attract up to 900 delegates who are invited to purchase tickets on an invitation only basis.

### **2. Rights and Benefits:**

- 2.1 IFF hereby grants to Partner the status of Speedmeeting Host at IFF 8 on Wednesday 28<sup>th</sup> September 2022, and Networking Portal host from launch until 30 days after the end of the event.
- 2.2 In consideration of and subject to the payments being made in full when due by Partner to IFF pursuant to Clause 3 of this Agreement, IFF guarantees that Partner shall have the rights and benefits set out in **Schedule 1** to this Agreement ("**Rights**").
- 2.3 In entering into this Agreement, IFF expressly excludes and reserves all and any rights to or interests in, and any permissions to Partner to use or exploit, the name IFF ("**Name**") and any logos, formats or activities of the Conference or IFF and its intellectual properties. IFF retains and reserves without limiting the above all rights, copyrights and ownership of all IFF trademarks, trading names, themed event names and print designs.
- 2.4 IFF acknowledges and agrees that IFF has no claim to any copyright or other rights of every kind in Partner's name and any applicable logos of Partner and IFF further agrees that the Conference will only use or exploit the same for the purpose of and as envisaged by this Agreement and as the representatives of IFF and Partner may so agree.



### **3. Fees and Payment Schedule:**

- 3.1 In consideration for the Rights granted by IFF to Partner under this Agreement, Partner shall pay IFF a fee of [REDACTED] ([REDACTED]) plus VAT (the “Fee”).
- 3.2 The Fee shall be payable on or before each the date set out below (“Due Dates”).
- 100% of the total amount including VAT (“Balance”) to be paid on or before Friday 30 September 2022
- Payment shall be made by cheque or bank transfer on before the due date.
- 3.3 IFF will provide Partner with a VAT invoice on demand.

### **4. Term and Termination**

- 4.1 This Agreement shall commence on the date of its execution and terminate one month after the conference.
- 4.2 In the case of cancellation by Partner within 30 days of signature hereof by IFF, 50% of deposit will be returned to the Partner by IFF.
- In the case of Cancellation by Partner after 30 days of signature hereof by IFF then no monies will be refundable to the Partner by IFF.
- 4.3 In the event of cancellation due to force majeure, strike, riot, civil disorder, act of God, accident or any such occurrence out of the control of IFF on or before 27<sup>th</sup> September 2021 – IFF will pay back 50% of all monies it has received from Partner.
- 4.4 Payments tendered to Partner as set out above will be in full and final settlement of all claims of any kind which Partner may have in relation to the Conference or to this Agreement against IFF, its servants agents shareholders, directors and employees.

### **5. Additional Matters**

- 5.1 IFF can take no responsibility for third party errors or omissions. Auxiliary persons or agencies to/of IFF are not "third partie" in the meaning of this Agreement.
- 5.2 IFF shall have no liability for anything which may happen to or affect Partner's employees or agents or property of it or them while attending or working at the Conference and its associated events insofar as IFF or auxiliary persons, associates or agencies thereof are not responsible through negligence or breach of duty.
- 5.3 Notwithstanding the terms of this Agreement the liability of each Party to the other under this Agreement will not exceed the amount of the Fee set out in Section 3.1 above.



- 5.4 In entering into this Agreement, neither IFF or Partner are agreeing to terms over and above the details stated in this Agreement and IFF makes no agreements representations or warranties to or with Partner other than as specified in this Agreement nor are IFF and Partner entering into any trading relationship except as specified in this Agreement nor any partnership or joint venture and Partner will not seek to incur on behalf of or impose on IFF its servants or agents any costs expenses or liabilities unless first agreed in writing by an authorized officer of IFF.
- 5.5 IFF and Partner will each, on request, nominate to and provide the officers of the other Party with full contact details for point of contact personnel within their respective organisations who will be in charge of implementing the practical provisions set out in this Agreement and related Schedules.
- 5.6 Deadlines for advertising, print deadlines, delivery of promotional material etc to be set by IFF at least one (1) month in advance of the first deadline. Once deadlines for delivery are set, they must be adhered to. If not adhered to by Partner those rights and benefits relating to said deadline may be forfeit.
- 5.7 The validity, construction and performance of this Agreement shall be governed by the laws of The United Kingdom without regard to its conflict of law provisions and shall be subject to the exclusive jurisdiction of the competent courts of The United Kingdom

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective duly authorized representatives as of this date and year first above written.

**For and on behalf of The  
International Live Music  
Conference trading as IFF**

Date: 8/7/2022

Name: [REDACTED]

Signature: [REDACTED]

Title: [REDACTED]  
Managing Director

**For and on behalf of  
Department for International Trade**

Date: 8/7/2022

Name: [REDACTED]

Signature: [REDACTED]

Title: [REDACTED]  
Head of Commercial

## **SCHEDULE ONE: RIGHTS and BENEFITS**

Item	Details	Notes
1	SPEEDMEETING HOST	DIT and Made in the UK branded speedmeetings to take place on the morning of Wednesday 28 September, with all associated costs and management undertaken by IFF
2	NETWORKING PORTAL HOST	DIT and Made in the UK branded networking portal for all delegates, available until 30 days after IFF
3	TRADE PRESS ADVERTISEMENT	Logo included in all trade press adverts (list to be provided).
4	LOGO ON CONFERENCE GUIDE SUPPORTERS LISTING	Company details listed in the conference guide supporters section.
5	LOGO ON CONFERENCE WEBSITE	Partner logo & credits on iff.rocks conference website.
6	DELEGATE PASSES	2 x Full delegate passes (■■■■■■■■■■), with option to buy a further pass at a 50% discounted rate.

## SCHEDULE TWO: LOGISTICAL PERSONNEL

The following personnel will be dealing with the day to day logistics of the fulfillment of this Agreement:

**ON BEHALF OF THE IFF 7:**

Name: [REDACTED]  
Company: ILMC  
Tel: [REDACTED]  
Email: [REDACTED]

Name: [REDACTED]  
Company: IFF 7  
Tel: [REDACTED]  
Email: [REDACTED]

**ON BEHALF OF Department for International Trade**

Name: [REDACTED]  
Company: DEPARTMENT FOR INTERNATIONAL TRADE  
Tel: [REDACTED]  
Email: [REDACTED]

Name:  
Company:  
Tel:  
Email: