LETTER OF AGREEMENT

An agreement made on	**Monday 25th February 2013**
Between	**Festival of the Spoken Nerd**
And	Association for Geographic Information
Address	
Contact	c/o Barry Rowlingson [b.rowlingson@gmail.com]
Event	"FOSS4G" Global Conference for Open Source Geospatial Software
Speaker/Host	Performers
Fee	**£2,750 + travel, accommodation (if necessary) and technical requirements as outlined in the rider.**
Date of Engagement	Thursday 19th September 2013
Timings	tbc
Venue	Nottingham
Audience Details	approx. 800-1000 attendees
Extra Information	Following a briefing from client and once the format has been decided, the relevant rider will be sent.

N.B Client to provide full briefing information on the event at least two weeks prior to the engagement. The attached terms and conditions of the engagement, and rider (where applicable), form an integral part of this agreement and should be signed and returned to Noel Gay.

TERMS AND CONDITIONS OF ENGAGEMENT

1. Agreement:

1.1. These Terms and Conditions incorporate the provisions of the attached Letter of Engagement and the definition therein ("the letter of engagement") and apply to the exclusion of all other terms and conditions unless evidenced in writing and signed by both parties.

1.2. These are the standard Terms and Conditions on which we Noel Gay ("Noel Gay") of 19 Denmark Street, London, WC2H 8NA contract with you ("the Client") for the supply of the Speaker or Artist.

1.3. Any Term not defined in these Terms and Conditions of Engagement shall have the meaning given by the accompanying Letter of Engagement.

2. Supply of Services:

2.1. Noel Gay will supply the services of the Speaker (s) as provided in the Letter of Engagement.

2.2. The Client will pay Noel Gay the Fee as follows:

50% on Contract signature and 50% within 7 days of the event.

2.3. The Client will also pay such sums by way of reasonable costs and expenses incurred by the Speaker(s) in connection with the event, including reasonable travel costs, all travel to be 1st Class or equivalent, accommodation, meals and refreshments. Such sums to be payable within 7 days of production by Noel Gay of valid receipts for such expenses.

2.4. In the unlikely event of a Speaker(s) not being able to fulfil an engagement for whatever reason, Noel Gay will endeavour to offer an alternative Speaker(s) of similar calibre and ability to the original Speaker(s) booked. If the Client acting reasonably deem that the replacement offered is unsuitable the contract of the engagement of the original Speaker(s) shall be deemed void, and any moneys held by Noel Gay for the original engagement shall be returned to the Client within 14 days of notice to Noel Gay to such effect.

3. Client's responsibilities and requirements:

3.1. The Client undertakes to:

3.2. provide a suitable venue, adequate for the engagement and performance of the Speaker(s), which meets all safety and fire regulations of the local authority

3.3. provide and pay for adequate amplification equipment, including the control of volume and sound levels and lighting, unless otherwise instructed.

3.4. ensure the provision of all adequate insurance's for loss or damage to property and including public and personal liability insurance and if required produce a copy of the policy to Noel Gay.

4. The Speaker(s) Performance

In the event that the Client is dissatisfied by any performance of a Speaker(s) the Client will notify Noel Gay within 7 days of the event failing which the Client will be deemed to have been satisfied with such performance. Noel Gay shall not incur liability whatsoever to the Client in respect of any claim or action arising out of the Speaker(s) performance or any part of it.

5.   Cancellations by the Client:

5.1   All cancellations and amendments to the Engagement by the Client must be notified to Noel Gay immediately and in writing. Cancellations will be subject to the following cancellation fee and the Client hereby acknowledges that such fees form a genuine pre-estimate of the loss incurred by Noel Gay as a result of the cancellation:

5.2   Less than 30 days prior to the Date of the Engagement, the client shall pay to Noel Gay the full engagement fee, plus VAT if applicable, 14 days prior to the Date of the Engagement.

5.3   More than 30 days before the Date of Engagement, the Client shall pay to Noel Gay 50% of the Fee, plus VAT if applicable, within 14 days of receipt of a valid VAT Invoice.

6.   Client Warranties

The Client warrants that:

It will not act or hold itself out as an agent or manager of any Speaker supplied by Noel Gay.

6.1.   It will not attempt to induce any Speaker(s) to breach his/ her/their agreement with Noel Gay

6.2.   It shall indemnify and keep Noel Gay indemnified against all and any costs, claims, damages and expenses arising out of any breach of any provision of this Agreement.

7. Force Majeure:

7.1.   No fee shall be paid for any days upon which the Speaker(s) is/are unable to perform for any reason beyond the control of either party, such as war, fire or strikes affecting the venue. In any such event notice must be given by the Client to Noel Gay failing which the Client will be responsible fore the Speaker's reasonable travel and out of pocket expenses and charges.

8. Artist Copyright:

8.1.   The Client acknowledges that all material contained in the Speaker's performance or engagement remains vested in him/her/their as personal property and intellectual property rights.

8.2.   The Client recognises the copyright and moral rights of the Speaker(s) where applicable and the Client will not at any time record, broadcast, copy or transmit any material contained in any performance whether or not for commercial use or gain, unless agreed to in writing and signed by both parties.

9. Disputes:

9.1.   Any disputes concerning an engagement must be notified to Noel Gay in writing within 7 days.

10. Proper Law:

10.1.   This Agreement shall be interpreted according to English Law and the Client shall submit to the exclusive jurisdiction of the English Courts.

Signed: Date:

_____   _____

Print Name:

_____   Position:

                                                           _____