



**National  
Trust**

## **The Forthlin Sessions Participation Agreement**

Date:

### **Parties**

- (1) THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY (a registered charity with number 205846) whose registered office is at Heelis, Kemble Drive, Swindon, SN2 2NA (the Trust).
- (2) [FULL NAME] whose address is at [INSERT ADDRESS] (“You”).

### **Introduction**

- A The Trust is organising an event centered around music making in June 2022 to celebrate Sir Paul McCartney’s 80th birthday (“Event”). Such event shall take place at Sir Paul McCartney’s and Mike McCartney’s childhood home, a National Trust property, 20 Forthlin Road, which is known as the “Birthplace of the Beatles”.
- B As part of the Event, the Trust (acting as a promotor), ran a Competition (as defined below) between [5 April 2022 and 30 April 2022] giving four amateur music acts the chance to enter into this Participation Agreement with the Trust, which provides the winner with an opportunity to visit, compose and perform music at Forthlin Road as part of the Event.
- C The Trust wishes to engage you to perform, record and produce the New Music for inclusion in the Event and you have agreed to carry out the aforesaid activities on the terms of this Participation Agreement.

### **Specific terms**

#### **1. Interpretation**

The following definitions and rules of interpretation apply in this Participation Agreement.

##### **1.1 Definitions:**

<b>Act</b>	the Copyright, Designs and Patents Act 1988 as amended, extended, or re-enacted from time to time.
<b>Competition</b>	means the Forthlin Sessions competition run by the Trust which you entered.
<b>Effective Date</b>	10 May 2022.
<b>Event</b>	has the meaning in recital A.

- Fees** the sum set out in clause 10.1 payable by the Trust to you.
- Forthlin Road** 20 Forthlin Road, Liverpool L18 9TN, a National Trust property.
- New Music** the original musical works and (if any) literary works to be composed, arranged, performed, recorded and produced by you at Forthlin Road as part of the Event, pursuant to this Participation Agreement and which it is intended shall be used by the Trust from time to time in accordance with the terms of this Participation Agreement.
- Photographs** means any photographs of you taken during your performance of the New Music, taken by the Trust or any parties hired by the Trust (including any photographs that are derived from any Video Recordings).
- PR Materials** means any photographs or b-roll of you taken on 17 May 2022 or between 17 May and 18 June 2022, taken by the Trust or any parties hired by the Trust (including any photographs that are derived from any such b-roll).
- Recordings** means the Sound Recordings and the Video Recordings.
- Rights** all copyright and other rights and interests vesting in the New Music, the Recordings and PR Materials worldwide in all media and for the full term of such rights including any extensions, renewals and revivals.
- Services** all the services to be provided by you under this Participation Agreement.
- Sound Recordings** any sound recordings of any performance you make pursuant to this Participation Agreement, including of the New Music.
- this Participation Agreement** the Participation Agreement between you and the Trust.
- Video Recordings** any video recordings of any performance you make pursuant to this Participation Agreement, including of the New Music.
- 1.2** Unless the context otherwise requires, the words and expressions used in this Participation Agreement shall have the same meanings as are given to them in the Act.
- 1.3** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4** A reference to writing or written includes e-mail.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Key Terms

2.1 Your engagement under this Participation Agreement is conditional on:

2.1.1 receipt by the Trust of a copy of this Participation Agreement which has been signed by you. Copies of the signed Participation Agreement shall be sent by email to [beatles@nationaltrust.org.uk](mailto:beatles@nationaltrust.org.uk) within 3 calendar days of the date on which the Trust notified you that you have won the Competition. If you are part of a group, each group member must sign and return an individual copy of this Participation Agreement;

2.1.2 you securing all documents, licences and consents required in order for you to carry out your obligations under this Participation Agreement; and

2.1.3 your availability between 7.30am to 12.00pm on 17 May 2022 and 17 June 2022. We may also invite you to participate on further days between 17 May 2022 and 20 June 2022 (as will be notified to you in advance by the Trust) for media and promotional opportunities, but you will not be obliged to attend on these additional days or take part in such media or promotional opportunities.

2.2 The Trust may postpone or amend any of the dates set out in this Participation Agreement where such postponement or amendment is necessary as a result of a circumstance beyond the Trust's reasonable control. All new dates will be notified to you as soon as reasonably possible. Any alternative dates will be within six months of the original dates. You shall use all reasonable endeavours to provide the Services in accordance with such reasonable new dates as the Trust shall notify to you.

## 3. Your obligations

1.1 You shall provide the Services to the Trust on the terms set out in this Participation Agreement and shall fulfil your obligations under this Participation Agreement to the best of your ability with time being of the essence.

## 4. Attendance at Forthlin Road on 17 May 2022 and composition of the New Music

4.1 You will attend Forthlin Road on 17 May 2022 for the day. You must ensure that you arrive at Forthlin Road by the required start time of 8.30am or such later time that the Trust may indicate to you in advance. The purpose of this visit is to learn about the story of Forthlin Road and you shall attend alongside the other competition winners.

4.2 During your attendance at Forthlin Road on 17 May 2022 you shall individually compose the New Music which shall be inspired by your visit to Forthlin. Such New Music must be no longer than five minutes in total length. The New Music must be acoustic (and for the avoidance of doubt, without any bass).

- 4.3 You must ensure that the New Music is completed by 10 June 2022. If you fail to complete the New Music by this date, the Trust may immediately terminate your engagement by notice in writing to you.
5. **Once the New Music is complete, you must perform the New Music to the Panel described in the Competition terms during the week prior to the final performance via a video recording submitted to us by email or a via a video call (as the Trust may notify to you in advance). Attendance at Forthlin Road on 17 June 2022 and your performance.**
- 5.1 You shall attend Forthlin Road on 17 June 2022, where you will be required to carry out an acoustic performance of the New Music to enable the Recordings and Photographs to be produced. You must ensure that you arrive at Forthlin Road by the required start time of 7.30am or such later time that the Trust may indicate to you in advance.
- 5.2 You will perform the New Music as many times as may be reasonably required by the Trust in order for the Recordings, PR Materials or Photographs to meet any creative or quality standards set by the Trust. You agree that you shall comply with all of the Trust's instructions relating to the aforesaid.
- 5.3 Subject to the Trust's reasonable notice to you, the Trust may ask you to perform a cover song at Forthlin Road on 17 June 2022. Where this is the case, the Trust shall be solely responsible for securing any rights, licences or consents necessary in order for you to perform such cover and for the recording of such cover.
- 5.4 You agree that any performance of the New Music by you will not contain material that infringes the intellectual property rights or any other rights of any third party (including any right of confidentiality or privacy) nor any obscene, blasphemous or defamatory matter and that if your performance does so, the Trust shall (without limitation to any other remedies available to the Trust) be entitled to stop the performance immediately.
6. **Creative Process**
- 6.1 You may receive guidance from the Liverpool Institute for Performing Arts ("LIPA"), including in relation to the composition of the New Music.
- 6.2 The New Music shall be subject to the approval of the Trust. The Trust and LIPA shall have the right to ask you to make changes to the New Music. You agree that you shall promptly make any such further amendments, adaptations and revisions to the New Music as the Trust shall request (in line with any deadlines provided by the Trust) without any further entitlement to remuneration.
- 6.3 The Trust shall have final say on all matters relating to the New Music and the Event.
- 6.4 The Trust shall have the right in its absolute discretion to determine the final form of the Recordings, PR Material and Photographs. The Trust shall have the right to freely amend and adapt the aforesaid without your approval or the payment of any additional fee to you.
- 6.5 You acknowledge and agree that the Trust cannot control the way in which the New Work, or your image, or the Recordings, Photographs or PR Material, once

communicated to the public, are used, or reported. The Trust shall not be liable to you in any circumstance for any loss or damage caused to you by the release of such materials to the public.

## **7. Promotional activity and further performances of the New Music**

**7.1** Between 17 May and 20 June 2022 we may invite you to participate in promotional opportunities that the Trust may secure, such as Zoom interviews with the media/press or other filming opportunities that relate to the Competition and the Event. You will not be obliged to attend on these additional days or take part in such media or promotional opportunities but we will notify you of them. Where you have agreed to participate in such additional promotional activities notified to you, you shall make all reasonable efforts to attend them. You shall, at all times comply with the Trust's reasonable instructions that relate to your participation in any such additional events.

**7.2** If required by the Trust, you shall perform the New Music again on up to two additional dates at further venues within the UK. If the Trust chooses to exercise this option, it will propose the further dates. You will use all reasonable endeavours to agree to those further dates. The Trust will not pay you any additional fee for performances in accordance with this clause.

## **8. Travel costs**

**8.1** In addition to the Fee, the Trust will arrange and pay what we consider to be your reasonable UK travel and accommodation expenses provided that The Trust has approved those expenses before they are incurred, and provided that they relate to:

**8.1.1** your attendance at Forthlin Road on 17 May 2022 and 17 June 2022;

**8.1.2** your attendance at any other location that we may ask you to perform in accordance with the terms of this Participation Agreement;

**8.1.3** your attendance at any ad hoc promotional activities in accordance with clause 7; and

**8.1.4** any additional performances of the New Music you agree to undertake under clause 7.2.

## **9. Provision of equipment**

**9.1** The Trust shall be responsible for securing access to Forthlin Road (or any other applicable venue) and shall ensure that the physical facilities is adequately heated and/or cooled, well lit and in good working order. The Trust shall be responsible for providing stage sets to be used for your performance of the New Music.

**9.2** A piano shall be provided by the Trust for your use at Forthlin Road, if required for your performance of the New Music. If required by you, a piano (or a suitable substitute) shall also be provided by the Trust for use at other locations we ask you to perform at. If your performance involves the use of any other acoustic instrument (for example, a guitar) you shall be solely responsible for bringing that acoustic instrument for the purposes of your performance of the New Music on any dates on which you participate under the

terms of this Participation Agreement, to all locations we may ask you to attend (including to Forthlin Road on 17 June 2022)

- 9.3 You shall, at all times have relevant insurance in place to cover any loss or damage to any instruments (or other equipment) that you bring to Forthlin Road (or any other location that the Trust may ask you to attend). For the avoidance of doubt the Trust shall have no liability whatsoever for any loss or damage to any equipment that you may bring to Forthlin Road (or any other location that the Trust request you to attend in accordance with these terms).
- 9.4 You shall be responsible for assembling and disassembling your portion of the stage setup before and after your performance.
- 9.5 You warrant that you will comply with all applicable health and safety requirements (and any applicable laws relating to health and safety) that relate to Forthlin Road (and any other location that the Trust may ask you to attend under this Participation Agreement) and any protocols relating to COVID-19.
- 9.6 You will indemnify us in full against any damage caused by you to Forthlin Road, or any other property (whether a Trust property or otherwise) that we may ask to attend in accordance with this Participation Agreement.

## **10. Fees**

- 10.1 In consideration for your participation in the Event, the Trust shall pay you or the duo or group of which you are a member a fee of £500.00 ("Fee"). The Fee shall be payable upon full completion of the Recordings at Forthlin Road on 17 June 2022. If you entered the Competition as a duo or a group, the Fee will be only be paid once to the duo or group and will be paid to an account nominated by the lead person identified on your entry form to the Competition.
- 10.2 The Trust may ask you to raise an invoice for the payment of the Fee. The Trust shall settle the invoice within 14days of receipt of the invoice by the Trust. The payment shall be paid via BACS to a bank account indicated by you on the invoice.
- 10.3 All payments under this Participation Agreement are exclusive of value added tax. To the extent that value added tax is or becomes payable in respect of sums that fall due under this Participation Agreement, any invoice rendered by you to the Trust shall include a value added tax element.
- 10.4 You authorise the Trust to deduct and withhold from all compensation payable to you in this Participation Agreement all deductions required by any present or future applicable laws.
- 10.5 All payments hereunder are expressed exclusive of value added tax which shall be payable in addition thereto on receipt of a valid value added tax invoice.
- 10.6 Except as otherwise expressly set out in this Participation Agreement the Fee (or any other sum) payable to you under this Participation Agreement is inclusive of all fees and charges including usage fees, repeat and re-use fees, any relevant personal taxes, goods

or service taxes, pension, equity or other performers guild fees or contributions, national insurance or social security contributions and any other money.

## **11. Licence of Rights**

- 11.1** The Rights in the composition of the New Music shall remain vested in you.
- 11.2** The Rights in any Recordings shall be owned by the Trust.
- 11.3** In consideration of the Fee, you acknowledge that the Trust and its representatives, licensees and assignees shall have the non-exclusive, worldwide, royalty free, irrevocable right and licence, for a period of 12 months from the Effective Date to:
- (a)** use the New Music in the Recordings and PR Materials;
  - (b)** synchronise the Sound Recordings and the New Music and any part thereof with any other audio-visual material, in all media;
  - (c)** make adaptations, arrangements, and alterations, of the New Music for the purposes of sharing the Recording on 17 June 2022, promoting the Event across all Trust channels, sharing the Recordings, PR Materials and Photographs for promotional purposes (including to the media), promoting Forthlin Road and for use in other Beatles anniversary events organized by the Trust.
- 11.4** In the event that the Trust wishes to use the New Music after the expiry of the 12 month licence term referred to in clause 11.3, the Trust shall obtain your prior consent for such use (such consent not to be unreasonably withheld or delayed).
- 11.5** In consideration of the Fee, you hereby authorise the Trust and its representatives, licensees and assignees to film, photograph and/or record any of your performances or other services provided under this Participation Agreement to make the Recordings, PR Materials and Photographs.
- 11.6** You irrevocably and unconditionally waive (as against the Trust and its licensees) in perpetuity all moral rights that you may have in and to the products of your services under this Participation Agreement (including the performances delivered under this Participation Agreement) and in the New Music, the Recordings and PR Material, whether arising under sections 77 to 85 (inclusive) of the Act or otherwise, and the benefits of any provision of law known as "droit moral" or any similar law in any country of the world and undertake not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the products of the your services, the New Music, the Recordings, the PR Materials and all allied and ancillary rights in the aforesaid or any version or adaptation of them or any derivative right or product in any way constitutes an infringement of any of your moral rights or "droit moral" or is in any way a defamation or mutilation of the products of your services or contains unauthorised alterations, adaptations or translations or on the grounds that the products of your services under this Participation Agreement have been subjected to derogatory treatment.
- 11.7** For the avoidance of doubt, no payment of any so-called mechanical licence payment shall be due by the Trust to you in relation to any use the Trust makes of the New Music.



- 11.8** You shall provide to the Trust all consents required to enable the Trust to make the fullest use of the Recordings, Photographs and PR Materials and grant to the Trust the right at all times hereafter to use and authorise others to use your name, approved photograph, autograph and approved biography and other approved reproductions of the your physical likeness, (which approvals shall not be unreasonably withheld or delayed and if the approval is not received by the Trust within three days of the Trust's request, the approval shall be deemed to have been given by the you) in connection with the advertising and publicity of the Event, the promotion of the Trust or in all media in perpetuity. The Trust shall have the right to use any information you provide on the Competition entry form for the purposes set out in this clause and your permission for the Trust to use such information is deemed to be granted.
- 11.9** You warrant that you shall, upon the Trust's request and without compensation of any kind, execute any additional documents, or grant any additional consents or waivers as we may deem necessary so as to effect, record or perfect the grant of rights contained within this Participation Agreement.
- 11.10** You acknowledge and agree that you shall not have the right to create any independent content (whether for social media or otherwise) at Forthlin Road. The Trust shall provide you with appropriate content (such as photographs) that you will be able to use and share on social media accounts owned by you that relates to your participation at Forthlin Road.
- 11.11** You shall have the right to re-record the New Music, provided that no material changes are made to the New Work. If you wish to make material changes to the New Music, you will need to seek our prior written consent (which shall not be unreasonably withheld or delayed).
- 11.12** If you make any use of the New Work (including in any video recordings or otherwise), you must include the following credit "created in collaboration with the National Trust".

## **12. Warranties and indemnity**

- 12.1** You hereby warrant, represent and undertake to the Trust that:
- 12.1.1** you are entitled to enter into this Participation Agreement and are not party to any exclusive recording or publishing agreement (or any other agreement) prohibiting you from entering into this Participation Agreement or performing your obligations under it (including your ability to perform the New Music);
- 12.1.2** you are and will remain throughout the Term a "qualifying" person for the purposes of the Act;
- 12.1.3** you are entitled to fulfil your obligations set out in this Participation Agreement and will obtain all licences, consents and approvals required to carry out the performances and your obligations under the terms of this Participation Agreement;
- 12.1.4** you have the right and authority to grant the licences under this Participation Agreement;



- 12.1.5 you have not in any way encumbered or disposed of nor shall you encumber or dispose of any of the Rights;
- 12.1.6 the New Music will be your own, new original work and in your beneficial ownership and shall not infringe the copyright or any other rights of any other third party, or contain any material proprietary to a third party;
- 12.1.7 no obscene, blasphemous, racially inflammatory or defamatory material shall be included in the New Music, or in your performance of the New Music;
- 12.1.8 you shall not do anything that would affect the Trust's intended use of the New Music, Recordings, Photographs or PR Material, or cause the warranties, representations or undertakings given by you to be or become untrue or incapable of being fulfilled;
- 12.1.9 you will not do anything, while on the Trust's premises (including Forthlin Road) or where any performance of the New Music is to take place, that is illegal or otherwise likely to cause complaint from the premises owner, operator or guests, including for example taking illegal drugs or deliberately injuring or threatening any person. If you do any of those things, this will entitle us to terminate this agreement immediately and require a refund from you within ten working days of all fees paid to you for future performances;
- 12.1.10 you will not carry out any conduct that may (in the Trust's sole discretion) bring the Trust or the Trust group into any disrepute.
- 12.1.11 you will comply with all reasonable instructions provided to you by Trust staff or contractors (including any instructions provided by staff or contractors present on the dates on which you are due to perform the New Music); and
- 12.1.12 you will comply with all reasonable requests of the Trust in relation to the production of the Recordings, Photographs and PR Materials.

### **13. Indemnification and our default**

- 13.1 You shall indemnify us, and shall keep us indemnified, from and against all claims, demands, actions, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach, non-performance or non-observance of any of your covenants, warranties, representations, undertakings and agreements contained or implied in this Participation Agreement.

### **14. No obligation to exploit**

- 14.1 The Trust shall not be obliged to use any of the New Music, Recordings, Photographs or PR Materials in connection with the Event (or otherwise) and the failure of the Trust to do so shall not give rise to any claim by you including a claim for alleged loss of professional standing or opportunity to enhance your professional standing or reputation.

## **15. Credits**

- 15.1** The Trust shall use all reasonable endeavours to procure that it and all third parties involved with the creation of the Recordings, Photographs and PR Materials accord to the following credit: "Music by [NAME]". The size, style and prominence of such credit shall be determined by the Trust in its reasonable discretion. The Trust shall not be liable for any third party's failure to comply with this clause 15.1.

## **16. Liability**

- 16.1** To the extent permitted by law, The Trust shall not be liable to you for:
- 16.1.1** any loss or damage to your property sustained at or whilst in transit to or from places at which you shall render the Services; nor
  - 16.1.2** to the extent permitted by law, any personal injury, ailment or death arising out of or in the course of your engagement, unless any injury, ailment or death is caused by the Trust's negligence.
- 16.2** The Trust shall be entitled to injunctive or other equitable relief to prevent a breach of this Participation Agreement by you. You acknowledge that any breach could cause irreparable damage to the commercial prospects of the Event and the reputation of the Trust.
- 16.3** To the extent permitted by law, the Trust's aggregate liability in respect of claims arising out of or in connection with this Participation Agreement whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the Fee paid to you.

## **17. Dispute resolution**

- 17.1** Neither party shall bring any proceedings against the other in respect of this Participation Agreement unless the party intending to bring proceedings first makes a bona fide offer to participate immediately in a mediation conducted by a mutually agreed third party or a certified mediator and the other party declines the mediation. The costs of the mediator shall be borne by the party intending to bring proceedings but shall be subject to the mediation in any event. This clause shall not apply where the Trust requires immediate injunctive relief to protect its interests hereunder.

## **18. Term and Termination**

- 18.1** This Participation agreement shall commence on the Effective Date and shall continue until completion of your obligations under it ("Term"). The Term shall in no event (unless the dates are to be rearranged under clause 2.2) extend beyond 31 December 2022.
- 18.2** Without affecting any right or remedy available to it, the Trust may suspend its performance of this Participation Agreement if it reasonably believes you are in breach of any of the warranties you have provided in clause 12.
- 18.3** Without affecting any right or remedy available to it, the Trust may terminate this Participation Agreement immediately in writing if:

**18.3.1** you fail, are unable, or refuse to observe and perform any of your obligations under this Participation Agreement and you fail to remedy a breach (to the extent that it is remediable) within three days after receipt from the Trust of a notice specifying the nature of such breach. If you fail to do so, then the Trust may terminate this Participation Agreement without prejudice to any claim it has for damages for such breach;

**18.3.2** circumstances beyond your reasonable control prevent you from performing your obligations under this Participation Agreement for a period of more than 7 days; and

**18.3.3** you become seriously ill.

**18.4** The following clauses will survive termination or expiry of this Participation Agreement, clauses 11.11, 11.4, 11.2 and 13.

**18.5** Notwithstanding the termination or expiry of this Participation Agreement and any licences granted under it, the Trust shall at all times be entitled to continue to keep live any previously published Recordings, Photographs or PR Materials which have been published in the public domain or on any of its channels (including social media channels).

**18.6** Termination or expiry of this Participation Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **19. Confidentiality and data protection**

**19.1** You shall not directly or indirectly make any statement, announcement or give any information (other than to our professional advisers) relating to the Event, this Participation Agreement, or the Trust, to any journalist, critic or correspondent of any newspaper or publication or to any person, firm or company by whom or in any circumstances in which the repetition or publication of any statement, announcement or information might reasonably be anticipated without our express prior written permission.

**19.2** You warrant that you shall not at any time (whether during the Term or afterwards) do anything that will bring the Trust, or the Trust group into disrepute. You warrant that you will not behave in any manner which may reasonably be considered prejudicial to the Trust, the Trust's work, or other legitimate interests such that we would no longer wish the continuation of the association with you; nor will you, during the Term, be the subject of adverse publicity.

**19.3** Any personal data relating to you that the Trust processes in relation to this Participation Agreement shall be processed in accordance with the Trust's privacy policy at <https://www.nationaltrust.org.uk/features/privacy-policy>.

## **20. General**

- 20.1** No failure or delay by a party to exercise any right or remedy provided under this Participation Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.2** This Participation Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.3** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Participation Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Participation Agreement.
- 20.4** If any provision or part-provision of this Participation Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Participation Agreement.
- 20.5** This Participation Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Participation Agreement.
- 20.6** No one other than a party to this Participation Agreement (except for any member of the Trust group) shall have any right to enforce any of its terms.
- 20.7** Nothing in this Participation Agreement is intended, or shall be deemed, to establish any partnership or joint venture between the parties, constitute either party the agent of the other party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.8** The Trust shall be entitled to assign its rights and obligations under this Participation Agreement in whole or in part to any third party and to assign, license and deal with its right to receive the Services. In the event of any assignment, licence or dealing, you shall continue to fulfil your obligations under this Participation Agreement.
- 20.9** You shall not have the right to injunct or in any way restrain the distribution, exhibition, promotion or exploitation of the New Music, Photographs, PR Material or Recordings for any reason. You understand that any claim that you may bring under this Participation Agreement shall be limited to a claim for damages that are directly and actually incurred by you.
- 21. Notice**
- 21.1** Any notice or other communication given to a party under or in connection with this Participation Agreement shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

21.1.2 sent by email to the following addresses:

(a) The Artist: [INSERT EMAIL SET OUT IN ENTRY FORM]

(b) The Trust: [beatles@nationaltrust.org.uk](mailto:beatles@nationaltrust.org.uk)

21.2 Any notice or communication shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

21.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 22. Governing law

22.1 This Participation Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 23. Jurisdiction

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Participation Agreement or its subject matter or formation (including non-contractual disputes or claims).

### 23.2

Signed by [NAME] on behalf of THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST AND NATURAL BEAUTY

.....

Signed by [NAME OF ARTIST]

.....