

# EDUCATIONAL CONSULTANCY AGREEMENT

This Educational Consultancy Agreement ("**Agreement**") is made by between

**IH Education LLP**, incorporated under the laws of England & Wales, having its office at [REDACTED] (hereinafter "**Company**");

**AND**

**Richard Burke**, a British National, resident at [REDACTED] (hereinafter "**Richard**");

**AND**

**You**, an individual whose details were provided through the website [www.industryhollywood.com](http://www.industryhollywood.com) at the time of booking (hereinafter "**Client**") for the Networking / [REDACTED] Event (hereinafter "**Event**")

The Company and Richard are hereinafter collectively referred to as "**Consultant**".

Consultant and Client are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

## RECITALS

- A. **WHEREAS**, Company is a non-profit organization engaged in the business of organizing Events and providing information to upcoming actors coming from all over the world looking for work in Los Angeles' movie and TV industry; and
- B. **WHEREAS**, Company is booking for Events through its website [www.industryhollywood.com](http://www.industryhollywood.com) and through offline medium; and
- C. **WHEREAS**, Richard is an individual having wide ranging experience in helping upcoming actors with networking opportunities, assisting them organize their travel arrangement, and imparting training in relation thereto, in collaboration with Company at Company organized Event; and
- D. **WHEREAS**, Client has approached the Company to participate in the Event being organized by the Company; and
- E. **WHEREAS**, Client has approached Richard to avail the networking opportunity and information as aforesaid during the Event being organized by the Company; and
- F. **WHEREAS**, Company has agreed to admit the Client to the Event and Richard has agreed to provide the networking opportunity and information to Client, subject to compliance of following terms and conditions by the Client.

**NOW, THEREFORE**, the parties agree as follows:

**1. Scope**

In consideration of the payment of Fees, Company hereby admits the Client to the Event, the details of which are more particularly specified in Schedule A hereto.

**2. Fees**

In consideration of performance of its obligations by the Consultant, Client shall pay a sum of [REDACTED] ("**Fees**") to the account number designated by the Company, before Client can be admitted to the Event. Client understand and agrees that the Consultant uses a part of the Fees paid by the Client to cover the upfront costs of the Event (including booking cost of venue, salaries, etc.), therefore, Consultant shall not be liable to refund the Fees, or any part thereof, to Client under any circumstances.

The Fee payable by Client only covers six day and seven night accommodation for the Client, and the costs of meetings and workshops with industry professionals. All other costs in attending the Event shall be borne by the Client at its own cost and expense, which may include but are not limited to:

- a. Cost of travel insurance or health insurance;
- b. Costs of flight, meal, drink, transfer, or other incidental costs;
- c. Cost of alternate travel and accommodation;

**3. Disclaimer & Waiver**

Company organizes the Event for the benefit of the Client; however, Company does not control the outcome of such events as it depends on the personal qualifications of the Client. Company does not guarantee that the Event will take place on the schedule venue or time and is dependent upon the availability of industry professionals; therefore, Company reserves the right to change the venue and the time of the Event without prior notice to Client. Company further does not guarantee that by participating in the Event, the Client will receive employment offer(s), get employed or get representation from the Hollywood film industry.

Richard provides information to actors to make travel arrangements, to obtain Visas, provides opportunity to network with industry professionals, sponsorships, and helps actors gain representation from agents and managers; however, Richard is not a legal practitioner in Immigration or travel related laws, and therefore, does not have the required legal expertise to provide any expert advice in this regard. Richard provides these information and assistance based only on his own personal knowledge, experience and skills.

Neither the Company nor Richard shall be liable to the Client for any injury, medical costs or loss of property whilst attending the Event.

The Event is not a means to provide opportunity for job interviews or audition. The presence of a casting director, agent, manager, producer, teacher, etc., is neither a guarantee

nor a promise of employment. The intent of the Event is solely educational. Any contact that the Client may have with a casting director, agent, manager, producer, teacher, etc., at the Event may not result in any further contact with them or any company affiliated with them.

In light of the above Client hereby agrees and understands that following waivers apply to Client's participation to the Event:

**"Client hereby waives any and all claims, present or future, in contract or tort or any other theory of law, that Client may be entitled due to non-fulfillment of any results from Client's participation in the Event, including but not limited to, any claim that may arise out of financial, emotional or physical loss to Client, arising out of information and opportunity provided by the Company or Richard."**

#### **4. Confidential Information**

Client shall not divulge to anyone in any form, documentary or otherwise, any information or particulars or details of the Event or any other matter concerned therewith or any trade secrets of Company which may come to Client's knowledge by reason of Client participation in the Event.

#### **5. Terms and Termination**

- a. This Agreement shall commence from the Effective Date and shall continue in full force and effect until the conclusion of the Event.
- b. Consultant may terminate this Agreement for convenience by giving 24 (Twenty Four) Hours prior notice to Client.
- c. No termination or expiration of this Agreement shall release either party from any obligation to pay the other party any sum owed pursuant to this Agreement.

#### **6. General**

- a. **Severability.** Should any provision of this Agreement be held by a court of law or the binding order of any other authority of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.
- b. **Waiver.** The failure of any party to enforce any of the terms and conditions of the Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.
- c. **Governing Law.** This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of England & Wales and more specifically, the Honourable Courts in London.

