



These terms and conditions ('Terms') govern your engagement of David Murrin ("the Speaker") to speak and present for your organisation at the agreed venue. You agree to be bound by these Terms including any further terms related to the speaking engagement as agreed in writing by email.

1. DEFINITIONS

Definitions

"Assistance" means the assistance required by the Speaker to enable the Presentation to be made including, but not limited to any prior access to the Venue, information, and comments by the Organisation on the Presentation.

"Date and Time" means the date and time agreed for the Presentation to be made.

"Payment" means a 100% non-refundable fee payable in advance to confirm the speech.

"Facilities" means any facilities the Organisation is required to provide for the Presentation as agreed in writing, including, but not limited to, any beverage, chair, whiteboard, computer equipment, laptop, audio-visual, technology and other equipment.

"Fees" means the total fees payable to the Speaker for the Speaker to deliver the Presentation.

"Handouts" means all digital handouts, all Presentation summaries and all materials provided at any time in relation to the Presentation.

"Intellectual Property Rights" means all copyright, trademark, design, patent, trade secrets, confidential and other rights whether registered or unregistered.

"Organisation" means you; the organisation who has requested the Presentation services of the Speaker.

"Presentation" means the speaking package agreed in writing to be provided by the Speaker to the Organisation at the Venue on the Date and Time

"Presentation audience" means the audience present at the Presentation

"Terms" includes these terms, and other terms as agreed between the parties in writing.

"Travel and Accommodation Costs" means the costs for any Presentation to be delivered, including reasonable travel expenses – a round trip, and reasonable room accommodation.

"Venue" means the venue as agreed in writing between the parties.

"We/ us/ our" means the Speaker and any representatives, including any employees, contractors or agents.

2. AGREEMENT

By payment of our invoice you agree to engage the Speaker in accordance with all the following terms and conditions of this agreement. We agree to prepare and present the Presentation at the Venue on the Dates and Times. You agree to pay us the Fees and all Travel and Accommodation Costs and any other costs under this Agreement.

3. OUR OBLIGATIONS

- 1) In delivering the Presentation:
 - a) we will comply with:
 - i) all applicable laws;
 - ii) any occupational health and safety requirements related to the Venue (as notified to us from time to time); and
 - iii) your reasonable directions (as notified in advance); and
 - b) we will act professionally, ethically and responsibly at all times.
- 2) If requested by you, we will provide a copy of the Presentation Materials to you before the presentation.
- 3) We will notify you as soon as we become aware if:
 - a) we will be unable to deliver the Presentation in accordance with these Terms;or
 - b) a conflict of interest arises in connection with the Presentation.
- 4) We will not subcontract or delegate the delivery of the Presentation by the Speaker to anyone else without your prior written consent.

4. YOUR OBLIGATIONS

- 1) You must:
 - a) provide the Assistance to us;
 - b) on the Presentation Date, procure our access to the Venue and make the Facilities available to us; and
 - c) pay the Fees and Travel and Accommodation Costs in advance to confirm booking of the Presentation.
- 2) All fees are non-refundable in order for us to reserve our time and prepare our Presentation.
- 3) The Speaker may be available for media interviews where agreed in advance and you agree to pay additional fees that may be incurred.

5. THE PRESENTATION AND PRESENTATION MATERIALS

- 1) As between you and us, we retain all rights (including all Intellectual Property Rights) in the Presentation and Presentation Materials, subject to the licence in paragraph 5.3
- 2) You further acknowledge and agree that the Speaker as the owner of the Intellectual Property Rights in the Presentation has the right use the Presentation and Presentation Materials in any way in the future.
- 3) We warrant that:
 - a) we have all necessary rights (including Intellectual Property Rights) to deliver the Presentation and grant you the rights in the Presentation Materials, in accordance with these Terms; and
 - b) the delivery of the Presentation and use of the Presentation Materials as contemplated by these Terms will not contain defamatory or illegal material.

6. PUBLICITY

- 1) The Speaker authorises the Organisation to use his name, likeness, photo and biography provided in connection with the use and promotion of the Presentation.

- 2) No audio or visual recordings, or rebroadcasting of the Presentation may be made without the prior written consent of the Speaker.
- 3) Consent must be obtained before the Presentation Date and Time in writing and may be withheld at our sole discretion.
- 4) Any audio or visual recordings and rebroadcasting rights will be on a non-exclusive basis and additional fees will apply.
- 5) You may, at the Speaker's own discretion, promote the Presentation via social media channels on the events page of the Speaker's website,
- 6) The Speaker will use upon mutual agreement, be available prior and after the Presentation for media interviews.
- 7) All additional promotion or publicity must be requested in writing and is undertaken at the Speaker's sole discretion.

7. CANCELLATIONS

- 1) In the event that you cancel the Dates and Times or need to reschedule the Dates and Times the fee will be forfeited.
- 2) You acknowledge and agree that there may be circumstances including, but not limited to war, inclement weather or travel restrictions, which may prevent the Speaker from delivering the Presentation. Provided the Speaker has used her best endeavours to present, the full cost of Fees, Travel and Accommodation costs must still be paid and will not be waived.
- 3) We are not liable for any direct or indirect or consequential loss or damage, costs or expenses suffered or incurred by you in connection with our late attendance or failure to deliver the Presentation.

8. FORCE MAJEURE

In the event that any cause beyond the reasonable control of either party, including but not limited to any acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, state department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under these Terms. The fee will be non refundable.

9. GENERAL

- 1) This agreement is governed by the laws of England, and we (you and us) irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of England.
- 2) Any modification to or variation of this agreement must be in writing and signed by you and us.
- 3) A waiver of any provision of or right under this agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- 4) We (you and us) must use reasonable efforts to do all things necessary or desirable to give full effect to this agreement.

