UK-SGAsem06

# **Speaker contract**

#### This agreement is dated [date] and made between:

[Amazing Events] Limited, a company incorporated in England and Wales [under company registration [number] and whose [] (" ");

[Full name of speaker] whose address is [ ], (" ").

OR

[Gift of the Gab] Limited, a company incorporated in England and Wales [under

[Gift of the Gab] Limited, a company incorporated in England and Wales [under company registration [number]

] (" ").

#### Background

The purpose of this agreement is to set out the legal contract between the Speaker and the Organiser whereby the Speaker will attend at

/ 1.

#### Accordingly, it is now agreed as follows:

### 1. Definitions

"Speech / Presentation"	means the speech / presentation to be given by the Speaker at the Event, which is fully				
	1.				
"Confidential Information"	means all information about the parties, including:				
	any information which may give a commercially competitive advantage to any other party. It includes among other things: information created for or arising from ; ,				
"Fee"	means the money payable by the Organiser to the Speaker, /				
"Event"	means the [annual meeting of the Grand Society of Chisellers] to take place on [ ]	[			

] [ ].

"Sub-contractor"

means any person with whom the Speaker makes an arrangement to attend at the Event either

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.3. all money sums mentioned in this agreement are calculated [net / inclusive] of VAT,
- 2.4. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

## 3. Entire agreement

- 3.1. This agreement contains the entire agreement between the parties and supersedes all
- 3.2. Except as otherwise mentioned in this agreement, each party acknowledges that, in entering into this agreement, he does not rely on any representation,
- 3.3. Conditions, warranties or other terms implied by statute or common law in any country, are excluded

## 4. Speaker's warranties and credentials

- 4.1. The Speaker warrants that:
  - 4.1.1 he is not aware of anything within his reasonable control which might or will adversely affect

4.1.2 the curriculum vitae he has provided to the

4.1.3 his [Speech / Presentation] does not violate the proprietary

4.1.4 so far as his [Speech / Presentation] contains references to, or quotations from, any material or work, the copyright of which

.

- 4.2. The Speaker is/is not registered for , [ 123456789 ].
- 4.3. The Speaker certifies that he is registered with *[name of relevant]*, *]*.

## 5. Speaker's status

5.1. The Speaker is not a partner, agent or employee of the Organiser and does not have authority

5.2. The Speaker agrees that he will be responsible for his own income and other tax liability and national insurance in respect of his Fee and he agrees to indemnify the Organiser in respect of any claim that may be made by any tax

## 6. Contract summary and payment

- 6.1. For the Fee, the Speaker agrees to:
  - 6.1.1 make the [Speech / Presentation] at the Event

	6.1.2	arrive at	the venue ];	by [time] and	to			
	6.1.3	take que [	stions from	the audience	e [	/	];	
6.2.	-	nent. [ 50 '		n account afte	er excha	ange of thi	is [ 1	14
	]	•					·	
6.3.	The Sp	eaker's tr	avel, accon	nmodation an	d subsi	stence		
			2					
OR								
6.4.		eaker's tr ed by him	avel, accon	nmodation an	nd subsis	stence sh	all be £[	
6.5.		oice shall curred in	include wh	natever reaso	nable ex	xpenses tl [	he Speake	r
	][						].	
OR								
6.6.	The Sp	eaker will	personally	bear the			/	
6.7.	The Sp	eaker ma	y charge fo	r any reasona	able cos	ats		
6.8.	If this a	ıgreement	is cancelle	ed by the Orga	aniser le	ess than [f	ourteen]	
6.9.	If the S	peaker is	prevented	from making	the [	/ ,	]	
6.10.	If the S	beaker fa	ils to attend	I the Event wi	ithout no	otice. or		

	, [ ,]					
6.11.	The Speaker agrees that whilst engaged in [ /	]				
	, :					
	6.11.1 all laws and regulations :					
	6.11.2 the specific regulations					
Res	oonsibilities of Organiser					
7.1.	The Organiser shall be responsible for the ,					
	•					
7.2.	The Organiser agrees to do his utmost to comply with the					
	3.					
7.3.	The Organiser shall provide [ 5 5 ].					
7.4.	The Organiser shall provide [list all other requirements such					
	, - ]					
7.5.	The Organiser will provide for the exclusive use of  [ ] ,  [ ]					
	7.5.1 an office set up for [ ]					
	7.5.2 telephone facilities for each					
7.6.	The Organiser accepts					
7.7.	The Speaker may terminate the [Speech / Presentation] at any time, without notice, if he is					

7.

		, , ,
	7.8.	The Organiser undertake at all times to maintain appropriate insurances and , ,
		,
8.	Use	of Sub-contractors
	If the	Speaker wishes to delegate or sub-contract  [ / ] , :
	8.1.	the Speaker must first obtain the written consent of the Organiser to
		<del>-</del> .
	OR	•
		the Speaker must first obtain the written consent
	8.2.	the Speaker must first obtain the written consent
		;
	8.3.	the Speaker ;
	8.4.	the Speaker agrees to indemnify the Organiser against
	OR	
	8.5.	The [Speech / ]
		•
	OR	
	8.6.	so far as work under this - [ ].
		, I I·

OR

[

#### 8.7. the Speaker shall not sub-

## 9. Confidentiality

- 9.1. No matter how this contract
- 9.2. The parties are aware that in the course of this contract they
  - 9.2.1 divulge to any person whatever or otherwise make use of any
  - 9.2.2 post any text, nor image, nor audio-
  - 9.2.3 make any assumption
  - 9.2.4 denigrate the other either
  - 9.2.5 use the Confidential Information of the other in any way for

# 10. Copyright work

- 10.1. This agreement shall have no
- 10.2. The Speaker may use whatever

10.3.	The Speaker shall use and					,		
10.4.	During and after completion of the Spee			reser [			id ].	]
10.5.	[If the Speaker owns the copyright] In the creates, acquires or develops any new of the copyright]							
	- ,	-	,		-		,	_
OR	•							
10.6.	,							,
	[		[	]				
	J			99	9			
10 7	. On termination of this agreement each p	nari	tv e	hall·				
10.7.	on termination of this agreement each p	Jui	iy 3	iiuli.				

# 11. Mutual indemnity

;

11.1. 11.2. its breach of this agreement; 11.3. 11.4. 12. Uncontrollable events 12.1. , [ ]. 12.2. 12.3. 13. Publicity / Announcements 13.1. OR 13.2. Neither party shall: 13.2.1 make any public announcement; or 13.2.2 disclose any information; or 13.2.3

13.3.

OR

13.4.

[4],

# 14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

14.5.

14.6.

```
14.7.
14.8.
        )
                  1999
14.9.
      It shall be deemed to have been delivered:
                     72
                                          24
                       . [
                             ]
14.10.
                                                        [
                                    ]
              [
```

Signed by [Speaker's personal name]

].

Signed by [personal name] on behalf of [Organiser name] his representative who personally accepts liability for the proper authorisation by [Organiser name] to enter into this agreement.

# Schedule 1: The [Speech / Presentation]

[Details of the [Speech / Presentation]

# Schedule 2: Speakers travel, accommodation and subsistence

The following arrangements apply:

[Details of all]

# Schedule 3: Technical equipment to be provided by the Organiser

# **Explanatory notes:**

#### **Speaker contract**

# Notes following the numbered paragraphs

#### 1. Definitions

The defined terms we have provided may not be the most suitable for your business. For example, "Speech / Presentation" obviously requires one word or the other.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

#### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not "lawyer's blurb". Every item has been carefully considered in the

#### 3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal. It also sets the

#### 4. Speaker's warranties and credentials

We have no comment. Delete if not required. If your audience is expecting a speaker with credentials,

#### 5. Speaker's status

This paragraph contains provision to protect the organiser, not the speaker. It may be freely edited. If you are the

#### 6. Contract summary and payment

This and the following paragraph are the commercial essence of the agreement. It is a menu of

Both sides should know what are the clear responsibilities if the speaker fails to turn up. Insurance by one or the other might cover it. The most efficient solution is for the organiser to insure as part of his event

The word "Fee" has been widely defined

#### 7. Responsibilities of Organiser

This too is a menu of commercial suggestions from which you can choose. Most

#### 8. Use of Sub-contractors

Note the definition of sub-contractor. It includes a substitute speaker.

#### 9. Confidentiality

Both organiser and speaker are in the business of communication. It

The reference to a network is designed to

#### 10. Copyright work

The question of who owns what copyright work is one

If you decide to allocate copyright work

## 11. Mutual indemnity

A form of indemnity to protect both sides.

#### 12. Uncontrollable events

Often referred to as "force majeure". In the context of this agreement, this paragraph is very important.

6 8.

### 13. Publicity / Announcements

Note that this refers to

#### 14. Miscellaneous matters

A number of special points. We have identified each of these as

**End of notes**