

# Speaking Agreement

Date: .....

## Parties:

### "The Client":

Name:  
Address:

### "The Speaker":

Name: Graham Jones  
Address: Unit 38, 105 London Street,  
Reading RG1 4QD

## 1 Speaking Services

The Client **ENGAGES** the Speaker to provide **Speaking Services** to the Client relating to ..... and the Speaker **AGREES** to provide such services upon the terms and conditions hereinafter mentioned.

## 2 Agreed Date

The Speaking Services shall commence at ..... on.....and shall be completed by ..... on.....

## 3 Speaker's Obligations

- 3.1 During the period of this Agreement the Speaker shall be available to the Client at such times and at such locations as the Client and the Speaker shall agree.
- 3.2 The Speaker shall perform his obligations with reasonable care.
- 3.3 The Speaker will conduct all appropriate research at his own expense in order to fulfil the Speaking Services.

## 4 Client's Obligations

- 4.1 During the period of this Agreement the Client shall be available to the Speaker at such times and at such locations as the Client and the Speaker shall agree.
- 4.2 The Client shall provide any facilities including office space, equipment and refreshments, as deemed necessary by the Speaker and as agreed by the Speaker and the Client.
- 4.3 The Client shall only use the introductory words provided by the Speaker to introduce him in public.
- 4.4 The Client shall provide the Speaker with full details about the audience size and demographics, the physical arrangements of the stage/auditorium and any other information the Speaker requires in order to fulfil this agreement. Such information shall be provided to the Speaker no later than 14 days prior to the Agreed Date.
- 4.5 The Client shall provide a lapel/tie radio microphone and relevant amplification.
- 4.6 The Client will not tape record, video record, broadcast or webcast the Speaking Services without prior written permission from The Speaker. Such permission is usually only granted on payment of additional fees.

All references to Client in this section also include agents and subcontractors of the Client.

## 5 Fees

The Client shall pay to the Speaker a fee of ..... + VAT within 14 days of delivery of the Speaker's invoice. Invoices will be issued in advance of the Agreed Date. The Client will also pay all necessary travel, accommodation and subsistence expenses.

## 6 Cancellation and termination

Cancellation of this agreement may be given by the Client by notice in writing 30 days or more in advance of the Agreed Date with no penalty. Should the Client give written notice within 30 days but more than 7 days in advance of the Agreed Date a fee equivalent to 75% of the Fees will be chargeable. If cancellation is given in writing by the Client 7 days or less before the Agreed Date, all Fees will be charged.

Without limitation the Client may by notice in writing immediately terminate this Agreement if the Trainer shall:

- 6.1.1 be in breach of any of the terms of this Agreement which in the case of a breach capable of remedy is not remedied by the Speaker within 21 days of receipt by the Speaker of a notice from the Client specifying the breach and requiring its remedy;
- 6.1.2 be incompetent, guilty of gross misconduct and/or any serious or persistent negligence in respect of his obligations hereunder;
- 6.1.3 fail or refuse after written warning to carry out the duties reasonably and properly required by him hereunder.

## 7 Confidential information

The Speaker agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the Client's technology, technical processes, business affairs or finances or any such information relating to a subsidiary, supplier, customer or client of the Client where knowledge or details of the information was received during the period of this Agreement and upon termination of this Agreement for whatever reason the Speaker will deliver up to the Client all working papers or other material and copies provided to him pursuant to this Agreement .

## 8 Tax liabilities

It is hereby declared that it is the intention of the parties that the Speaker shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of fees and the Speaker hereby indemnifies the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or National Insurance or similar contributions relating to the Speaker's services hereunder.

## 9 Relationship

Nothing in this Agreement shall be construed or have effect as constituting any relationship of employees and employer between the Client and the Speaker.

## 10 Applicable law

English law shall apply to this Agreement.

## 11 Signed by Speaker

*Graham Jones*