

## **Terms and Conditions of Business**

These are the standard conditions by which Parliament Communications Limited of Verry House, Chine Crescent Road, Bournemouth BH2 5LQ, England ("Parliament") agrees with the Client organisation or company (the "Client") to the supply of the Speaker(s) or Artist(s) (the "Speaker") for specified engagements whether from our own Speakers list or from another agent or source.

These terms constitute the whole agreement (the "Agreement") between Parliament and the Client which supersedes any other agreement whether oral or written.

### **1. Definitions**

Balance of the Fee	specified within the Booking Details
Booking Details	headed as such and confirming the details of the booking
Confirmation	spoken or written (including e-mail) instruction to Parliament to book a Speaker
Deposit	specified within the Booking Details
Due Date	specified within the Booking Details
Engagement	the involvement of the Speaker as specified within the Confirmation and Booking Details
Fee	specified within the Booking Details

### **2. Confirmation**

Once the Client provides Confirmation to Parliament, either by phone or in writing, that the Client wishes to book a Speaker, the instructions are accepted as a binding contract upon which Parliament will act promptly to secure your Speaker and therefore these terms will take effect immediately.

### **3. Client's Obligations**

The Client will provide:-

- (i) a suitable venue with appropriate heating, lighting and ventilation.
- (ii) that all necessary regulations are met in respect of the venue for fire, safety and any other statutory regulations and ensure that the maximum audience capacity for the venue is not exceeded.
- (iii) suitable insurances including adequate public liability insurance and that the client shall indemnify the Speaker against any action, claim, demand or proceeding made against the Speaker by any person, firm, company, government authority or agency arising out of or in connection with the organisation or conduct of the activities and opportunities referred to in the Booking Details by the Client or by any person at the Client's direction or with the Client's authority or permission together with all costs and expenses which may be incurred by Parliament and the Speaker in connection herewith.
- (iv) all technical requirements, room layout and stage accessories listed in the Booking Details or requested prior to the engagement that are necessary for the Speaker to perform the services and these must be supplied in good working order and in particular suitable amplification must be ensured.
- (v) any speaker support material requested by the Speaker in connection with this engagement and to be produced by a company approved by the speaker.

### **4. Suitability**

Whilst Parliament makes every effort to ensure the suitability of a Speaker for the Engagement, no liability is accepted by Parliament, its Directors, officers, servants or agents and each of them shall not be responsible for loss, damage, costs, charges or expenses whether occasioned by negligence or caused in any other way whatsoever and whether arising directly or consequentially by reason of or for or in respect of or in any way in connection with the supply of the Speaker by Parliament.

### **5. Payment**

- (i) In consideration of Parliament providing the services of the Speaker for this engagement the Client will pay the agreed Fees on the Due Dates as specified in the Booking Details and shown on the Invoice(s). If the Client fails to make payment on time, Parliament reserves the right to cancel the booking. This will be treated as a cancellation by the Client and the Client will have to pay Parliament cancellation charges as detailed in Clause 11.
- (ii) The Deposit must be received by Parliament within 14 days of the date of invoice and in this respect time will be of the essence.
- (iii) The Balance of the Fee must be received by Parliament at least 14 days prior to the date of the Engagement and in this respect time will be of the essence.
- (iv) Payment is to be made by bank transfer, cheque or cash and where applicable made payable to Parliament Communications Ltd..
- (v) Value Added Tax will be charged at the prevailing rate.

### **6. Expenses**

The Client is responsible for all necessary expenses incurred by the Speaker that are directly connected with the Engagement. The Client will, where appropriate, provide the Speaker with accommodation, meals and all air or overland travel tickets. All travel will be first class unless agreed to the contrary in writing by Parliament. Expenses will be invoiced to the Client by Parliament and must be paid within 14 days of receipt of the invoice.

### **7. Late Payment**

In the event of any payments of the Fee or Expenses not being paid in full on the Due Dates, Parliament reserves the right to charge interest from the invoice date at the rate of 5% above the prevailing Barclays Bank base rate.

### **8. Promotional Information and Photography**

The Client agrees to provide copy of all promotional materials, brochures, press releases etc. prior to printing for approval by the Speaker. For the purpose of creating such printed matter photographs of the speaker may be enclosed with the completed Booking Details. The photographs supplied should be returned to Parliament within four weeks of receipt of the Booking Details.

### **9. Copyright**

The client undertakes not to permit any person to make any sound recording or video recording of the Speaker's participation in or performance of these services unless authorised by Parliament in writing. Copyright in any of the material or ideas used for or in connection with the Engagement shall be and remain vested in the Speaker.

### **10. Confidentiality**

The details, conditions and contents of this contract are strictly private and confidential and may not be communicated to a third party without the written consent of Parliament.

### **11. Cancellation**

- (i) Once Parliament has received Confirmation from the Client the fee will become due and is not repayable in the event of the Client cancelling or changing any of the arrangements in respect of the Engagement or otherwise preventing the Speaker from providing the services specified within the Confirmation or Booking Details or failing to provide the Speaker with the necessary facilities and opportunities of doing so. In such circumstances the full fee plus all costs incurred by Parliament to the date of cancellation of the Engagement become due for payment within 14 days of the date of cancellation or of such changes taking place. Parliament must be informed in writing at the earliest opportunity of any cancellation or changes to the Confirmation or Booking Details.
- (ii) In the event of any payment not being received by Parliament by the Due Dates the Engagement will be deemed to have been cancelled by the client. In such circumstances the full fee plus all costs incurred by Parliament to the date of cancellation of the Engagement by the Client become due for payment within 14 days of the date of cancellation.
- (iii) In the event that Parliament or the Speaker are unable to fulfil the engagement for whatever reason Parliament will use its best endeavours to offer an alternative Speaker and if the alternative Speaker is not reasonably acceptable to the Client then Parliament will refund the Fee or the Deposit (or part thereof) if the Balance of the Fee has not been received. Provision for this refund is only applicable if all payments under this agreement are made by the Due Dates.

### **12. Force Majeure**

In the event that this agreement cannot be performed or any of its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods, access, then such non-performance or failure to fulfil the obligation hereunder shall be deemed not to be a breach of Confirmation or Booking Details.

### **13. Further Engagements**

These Terms and Conditions only apply to the Engagement and further Engagements or activities for the Speaker with the Client contracted within 18 months of the date of this Engagement must be arranged and contracted with Parliament.

### **14. Governing Law**

This contract shall in every respect be governed by English Law and any dispute shall be heard in an English court of Law.