



## Terms of Business

### Who's Involved?

- **Pomona Partners** (the agency, 'we'): a speaker booking agency and a trading name of Pomona Partners Limited (registered number 15409426), registered office 112-114 Witton Street, Northwich, Cheshire, CW9 5NW.
- **The Booker** ('you'): the company or individual asking Pomona Partners to help them find speakers or performers
- **The Speaker**: the expert represented by Pomona Partners who will provide services to the Booker.

These terms and the booking form set out our relationship.

### What The Agency Will Do

We will:

- discuss your needs relating to a specific event and recommend one or more speakers who suit those needs
- ask your chosen Speaker to confirm that they can comply with any specific brief that you provide to us (and if not, suggest alternative speakers)
- send you a booking form confirming all the relevant details for your event, at which point there will be a binding contract between us
- enter into an agreement with the Speaker to confirm they will provide the services to you
- invoice you for the Fees plus any applicable value added tax once you have signed the booking form – where the Speaker is providing services for a project, we will both agree a payment schedule (including an instalment payable on signing) and invoice to reflect that schedule
- invoice you (where agreed as payable on the booking form) for any Speaker costs or expenses relating to the services plus any applicable value added tax
- let you know as soon as possible if the Speaker is unable to attend your event and provide the agreed services because they are ill, unable to travel or for other reasons beyond their reasonable control; if this happens, we will offer you a suitable alternative speaker which you can agree or decline at your discretion. If you agree then please let us know by email and we will amend the booking form. If you do not agree, we will reimburse you up to 80% of the Fee (with the remainder being our administrative charge).

## **What the Booker Will Do**

You will:

- select a speaker or replacement speaker from those we suggest that suits your needs
- send us any specific brief (including notes, guidance, requirements or restrictions) on how you would like the Speaker to perform the services – if you do not send us any information then please do not complain after the event,
- let us know immediately after signing the booking form (or no later than 5 days after we submit an invoice) if there is specific information that you need on our invoices so we can smooth the payment process
- pay an invoice for Fees within 30 days from its date and an invoice for expenses within 7 days from its date (which will not be extended if we need to add more information to suit your processes) – if you fail to pay on time we can charge you interest at a simple annual interest rate of 10% as well as compensation for the costs of recovering our fees at a fixed rate of £150 for each unpaid invoice,
- arrange for the technical facilities and stage accessories listed on the booking form (including sound, lighting, staging, and projection equipment) to be made available and managed at the event so that the Speaker can focus on their performance – these must be of a professional standard and operated by professionals,
- do your best to ensure that the venue has adequate heating, lighting and ventilation, that it complies with relevant regulations including those on all health and safety, licensing and public entertainment legislation, and that all necessary licences are held or obtained,
- ensure you have or the venue has public liability insurance and provide us with a broker's letter to confirm this when asked,
- ensure technical facilities for remote event platforms (online) are accessible, if the Speaker is unable to perform on the day due to failures of the technical facilities, the full fee will be incurred - plus an additional 25% if they are to be rebooked for an alternate date.
- permit us and the Speaker to use your brand name and logo on our/their websites, social media channels, and any marketing materials following the event,
- give us a written or recorded testimonial for the Speaker following that event that they can share publicly, if you are satisfied with their services.

## **What the Speaker Will Do**

We will ask the Speaker to:

- let us know immediately if they are unable to provide the Services
- follow and pay attention to your brief, including any notes or guidance you send to us
- use all reasonable skill and care in carrying out the Services – they are free to perform as they think appropriate for the event unless you provide them with any restrictions or a specific brief.

## Sharing Information

Copyright and all intellectual property rights relating to recordings of the Speaker or materials provided or used by the Speaker relating to your event belong to the Speaker. The booking form will set out whether you can make any recording of their performance (including video, audio or photography). Where the booking form confirms that the Speaker has consented to a specific form of recording, you will provide us with copies of any such recording immediately after the event or end of the Project.

## Changing or Ending this Agreement

We can both agree change these Terms by noting any changes on the booking form. If you want to change or add to the details on the booking form after it is signed, you will need to contact us and we can issue a revised booking form, subject to agreement by the Speaker. We may need to agree changes to the Fees, depending on the changes required.

If you wish to cancel for any reason after the Speaker has accepted the booking:

- you must send a cancellation notice by email (using 'cancellation' and the date of the event in the subject line) and call us on 0161 552 8800 so you know we've received it. Once we've received your written notice, this agreement neither we nor the Speaker will provide any more services under this agreement, and
- you will pay our cancellation charges – which increase nearer to the event date. Our cancellation charge is:

| Period between notice and event date | Cancellation charge |
|--------------------------------------|---------------------|
| More than 45 days                    | 50% of Fee          |
| 30-45 days                           | 75% of Fee          |
| 1-30 days                            | 100% of Fee         |

We can cancel this agreement:

- if you fail to pay any of our invoices
- if you do not have public liability insurance and all necessary consents to safely run the event,

## Resolving Issues

If the Speaker fails to perform or you have any complaint about their performance, please let us know immediately as we will try and resolve this amicably. If we cannot, please note that our liability for this is limited to the Fee and we are not liable if the Speaker deviates from your brief or any information provided to it.

English law applies to this agreement and the English courts can hear any dispute and enforce any award.