

THE SMALL PRINT

These 'Notes of Agreement', along with a signed 'Agreement to Present', constitute the entirety of our agreement. It's like a contract, except that it's in plain English. The specifics of your event will be contained in the 'Agreement to Present' and once you sign that document, it and the terms outlined in these 'Notes of Agreement' will become binding on you, on us here at SA's Best Speakers, and on the Speaker for your event.

The 'Notes of Agreement', although not bearing the signature of any of the Parties hereto, will be binding on all Parties once the 'Agreement to Present' has been signed. Should you wish to have the 'Notes of Agreement' signed, please print and sign a copy and return it to us for signature together with a signed copy of the 'Agreement to Present'. By returning a signed copy of the 'Agreement to Present' to us in the absence of a signed copy of the 'Notes of Agreement', you acknowledge that you do not require us to sign the 'Notes of Agreement'.

We make amendments to this document from time to time, it would be in your best interest to download and save a copy at the time of confirming your booking, just in case you need to refer back to it at a later stage. If you don't (and assuming that we do not sign a copy of this document), then the terms as published on this website at any time in the future will be considered as the basis of our agreement, which at that time may be to your detriment.

There are three parties to this agreement: The owner and operator of SA's Best Speakers platform (Stef du Plessis, a sole proprietor, but given that he is backed by a support team, referenced hereinafter as 'we', 'us' and 'ourselves'); the Client who is booking a Speaker (referenced as 'you', 'your' and 'the Client'); and the Speaker (referenced as such). Where the context clearly indicates it to be the case, 'we' and 'us' may also describe a collective of two or all three of the parties. Unless the context clearly indicates otherwise, all pronouns and their variations used below refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

GUARANTEE OF SATISFACTION

1. We represent only the best speakers in South Africa. And we'll only take your booking if we are confident that our recommended Speaker can meet your brief. So you are assured of getting everything that you bargained on and probably more.
2. You can count on us, and on your chosen Speaker. Once we confirm your booking, you can bank on the Speaker being there on the day, prepared and ready to present the talk that you booked, according to your brief. Well, so far as is humanly possible, that is. What we mean to say is that the Speaker will not intentionally cancel or withdraw from your booking, except in if she / he fears for her / his safety on the grounds of terrorism, civil unrest, war, health risk, as-yet-unknown-calamities, extreme weather or other act of G_d. (we'll deal with this at length under the heading 'The Speaker's Right To Cancel'). Besides this there are only three other scenarios that will cause the Speaker not to be there on the day: The first is her / his premature death. Nothing we can do about that, besides we will refund you in full and do our best to find you a suitable replacement speaker. The other two scenarios are:
 - **Serious illness, unforeseen events beyond human control and other acts of G_d**
In the event of circumstances totally out of human control such as, by means of example, an incapacitating medical condition; accident; flight delay; or other act of G_d, we will cancel the Speaker's appearance with as much advance notice as possible. If however the Speaker were to fail to appear at your event as booked on these grounds, we will waive or refund to you the full presentation fee, as well as any agreed travel expenses incurred by you. And we'll do our best to find you a replacement speaker (for your account). Their travel and accommodation would however be an additional expense for your account.
 - **Our error or negligence**
In this scenario the Speaker say, misses a flight (as opposed to flights being rescheduled beyond human control), or we, say, double book the Speaker. In this instance we will waive or refund to you the full presentation fee, as well as any agreed travel expenses incurred by you. And we'll do my best to find you a replacement speaker. Their travel and accommodation would however be an additional expense for your account. Additionally, if you were to book the Speaker again for the same presentation within 12 months of the original date, in the same city, it will be delivered free of charge subject only to the Speaker's availability. If the replacement event is scheduled to be held in a different city then the Speaker may bill an additional fee. All travel related expenses for your account.
3. In line with standard industry practice, there is no additional charge to you when booking a Speaker through us. Our placement fee is paid to us by the Speaker, from the Speaker's fee.

THE SPEAKER'S RIGHT TO CANCEL

You'll probably not see what is about to follow here in most speaker-related contracts. So it may, at first, come as a shock to see this so clearly stated in black-and-white. Thing is, what we list below will cause virtually every speaker alive to cancel an engagement – even if they do not openly state these eventualities in their agreement to speak. The fact that we are fully transparent should give you peace of mind, rather than cause you concern over eventualities that are unlikely to occur anyway.

1. The Speaker reserves the right to cancel her / his appearance in exceptional circumstances. By means of example, exceptional circumstances would include serious illness, accident, unavoidable flight delay, extreme circumstances beyond her / his control, acts of G_d, and the Speaker's concern for her / his personal safety or well-being (either en route to the event venue, at the event destination, or on the return journey back home). This sounds worse than it is, so we'll provide some context:

It is a matter of fact that the world is changing. More so for folk like, say, professional speakers, who travel extensively in the course of their work. Travel bans. Terrorism. Civil unrest. War. Ebola. Calamities. Extreme weather patterns and natural disasters. As a result, there are territories and countries that the Speakers will not work in, or travel through. Airlines they will not fly with. Times they will not travel. And all of this can happen / change in an instant. That's why the Speakers reserve the right to cancel an appearance, without the burden of having to convince you, or anyone else, that their concerns are founded. Even on very short notice, or without notice if the situation so dictates. That said, the Speakers are hand-picked professionals – not one of whom has ever been guilty of a negligent 'no-show'. So, to repeat: the Speaker will only cancel in the event of truly exceptional circumstances. Just like any other speaker, even when their contract does not explicitly say so.

2. In the event that the Speaker does need to cancel on the grounds of exceptional circumstances, we will of course do our best to forewarn you with the maximum possible notice. In reality though, a cancellation on these grounds will most likely come with very little, or – say in the event of a serious medical emergency – no advance notice.
3. We will do our best to find a suitable replacement speaker of similar talent and experience for you, willing to work for the same fee (that said, and depending on the circumstances, it may not be possible for us to source a replacement speaker for you on short notice). If we do source a replacement speaker for you, at a lower fee, we will refund to you the balance of the original Speaker's fee. In the event however that the replacement speaker comes at a higher fee, it will be up to you to accept (and pay) the additional fee, or to decline using the replacement speaker.
4. Any additional travel and accommodation costs for the replacement speaker will be for your account.
5. In the event that we are unable to source a suitable replacement speaker, or in the event that you elect for us not to source a replacement speaker for you, then we will make an immediate and full refund of any presentation fees already paid by you or on your behalf, and if there are presentation fees still due to be paid by you, such fees will be waived. Any travel or accommodation refunds due as a result of the cancelling Speaker not travelling or re-routing, will also be refunded to you if / as / when received by us or the Speaker.

LIMIT OF LIABILITY

1. In the event that the Speaker fails to appear as booked for any reason, then the full extent of our / the Speaker's liability will be to make good to you the actual costs incurred by you directly associated with you having booked the Speaker: namely the agreed fee, and all agreed reimbursements (including travel). In simple English: any and all presentation fees paid / due to be paid to us / the Speaker, as well as any and all costs relating to travel, will be waived / reversed / refunded. Any additional costs associated with re-routing the Speaker's flights, and changes to her / his travel itinerary will be for their own account.
2. Neither we nor the Speaker will be responsible for any other loss (or deemed loss), material, consequential or otherwise, which may come about or may be deemed to have come about as a direct or indirect consequence of the Speaker's non-appearance.

CANCELLATION BY THE CLIENT

1. You may cancel the Speaker (even with short notice) if the event is cancelled on the grounds of exceptional circumstances.
 - a. This would exclude circumstances where you cancel the event (or the Speaker's participation at the event) for financial, operational (or any other) reason/s that would not reasonably be deemed to be exceptional circumstances.
 - b. For the sake of clarity, exceptional circumstances that would justify you cancelling the Speaker would be limited to situations where you cancel the event as a whole, on the grounds of, say, calamity; natural disaster; or other acts of G_d that make it impossible for the event to take place for reasons beyond your control (which does not include financial or operational reasons, any misfortunes that may befall you, poor planning, bad marketing, omission, negligence, bad management and so on and so forth).
2. In the event that you cancel the Speaker on the grounds of such exceptional circumstances, all fees paid by you will be retained by us / the Speaker, and all monies still due to us / the Speaker will remain due and payable as and when due. Any losses incurred by us or the Speaker due to travel, accommodation (or other) cancellations / penalties will be for your account.
3. In the event that you stage a rescheduled event, specifically intended to replace the cancelled event within 12 calendar months from the date of the original event, then the Speaker will present at the replacement event at no additional fee (subject to the Speaker's availability and the event taking place in the original host city). If the replacement event is scheduled to be held in a different city then the Speaker may bill an additional fee. All travel, accommodation (and other agreed) expenses will be for your account.
4. Regarding cancellation for any reason other than exceptional circumstances beyond your control:
 - a. Cancellation needs to be in writing.

- b. Cancellation more than 31 days before the event will not carry a cancellation fee.
 - c. Cancellation with 30 days or less notice will carry a 100% cancellation fee.
 - d. In the event that the Speaker discounted her / his fee, then the cancellation fees will be the Speaker's full fee before any discounts, as noted on the 'Agreement to Present'. Caution: This may result in your cancellation fee being higher than the contracted presentation fee.
 - e. All travel, accommodation (and other agreed) fees and cancellation fees or penalties due to third parties will be for your account, regardless of when you notify us of the cancellation.
5. We / the Speaker will always endeavour to accommodate your timeous requests for date changes, time slot changes, and changes to venue locations without loss, penalty or additional expense to you. That said, such changes will most likely incur an additional spend on travel, due to flight change costs and penalties, which will be for your account.
 6. In the event that the Speaker is unable to accommodate your request for date changes, time slot changes or changes in venue location due to prior commitments, then your change may constitute a cancellation. To explain: Let's say you change the venue location from one city / country to another, after you've signed the 'Agreement to Present'. In this instance, the change in the Speaker's travel itinerary may no longer make it possible for her / him to honour commitments to other clients on the day before, or on the day of, or on the day after your event. In which instance your request to change the booking details may constitute a cancellation. Here is an example – albeit an exaggerated one – just to demonstrate how even a change in time-slot may constitute a cancellation: say the Speaker is confirmed as the opening speaker at your event from, say, 08:00 – 09:00 on a given day. Say she / he is also confirmed to present a workshop for another client in the same city, 10 minutes away from your venue, from 10:00 to 17:00. Any change in your time slot would then jeopardise the Speaker's capacity to honour her / his other commitment – hence the change in time slot at your event will constitute a cancellation. In the event that you request a change in the contracted date / time slot / venue, and further in the event that such a change would compromise the Speaker's other commitments, we will advise you of same, and ask that you stick to the originally contracted arrangements. If you are unable to do so, then your change/s will constitute a cancellation; the Speaker will no longer be able to appear at your event; and we will have no choice but to invoke the cancellation terms as outlined elsewhere herein. A final word on changes to the Speaker's time slot: most often, this occurs in real time, on the day of the event, when the programme runs early or late due to any number other of circumstances – like late arrival of delegates, early / late arrival of other speakers, technical glitches, and so on. The Speaker will accommodate time slot changes on the day as very best she / he is able (and hopefully without penalty or loss to the Client) – but, where their travel arrangements and / or other commitments dictate otherwise, a change in their time slot may result in her / him having to cut their presentation short (without a reduction in fee), or, at worst, may result in her / him not being able to present at all (in which instance the change in time slot will constitute a cancellation).
 7. The same would apply if you were to significantly change the Speaker's brief, after having confirmed the booking. We're not talking about subtle changes here (which would pose no problem at all to the Speaker). We're talking of changing the brief the extent to which the speaker you booked simply is no longer an appropriate fit. Should this be the case, your change in brief may also constitute a cancellation – especially so if the change to the Speaker's brief takes place on the day of the presentation.
 8. Your failure to comply with our agreed payment terms will constitute a cancellation, meaning that the Speaker will not appear at your event, whilst you still remain liable for the full fee and other agreed expenses. This is the only hardcore clause in our entire agreement. And, yes, it's fierce. Sorry. Thing is, the speakers we represent are in high demand, so we unfortunately cannot hold dates for events where payment has not been received as per our payment terms.
 9. If, on cancellation, the Client has already paid any monies to us, and is entitled to a refund, SA's Best Speakers will refund the Client without delay.
 10. If, at the time of cancellation, there are any monies due to SA's Best Speakers by the Client then the Client shall pay the full sum due immediately upon cancellation.

FEES, TAXES, REIMBURSEMENTS, RESOURCE COSTS AND PAYMENT TERMS

Presentation Fees

1. All quoted fees exclude VAT / GST.
2. All presentation fees will be agreed in writing in the 'Agreement to Present'.

3. Presentation fees are due and payable, in full, 30 days from date of invoice but always 3 working days prior to the presentation date. Late payment will constitute a cancellation as outlined in 'Cancellation by the Client'.

Tax Liability

1. No employer / employee relationship exists between any of the parties to this agreement. Hence, no taxes may be withheld by the Client.
2. The Speaker guarantees that she / he is in compliance with her / his obligations to correctly declare and make payment of any taxes which are due to the Tax Authorities in connection with fees received for the presentation performed by the Speaker on the basis of this agreement. The Speaker shall indemnify and keep the Client and SA's Best Speakers harmless from any claims from the Tax Authorities for payment of taxes including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the presentation performed by the Speaker on the basis of this agreement.

Travel and accommodation

1. All quoted travel expense reimbursements exclude VAT / GST and any other applicable taxes or levies.
2. Unless otherwise specified in the 'Agreement to Present', fees exclude all accommodation, travel and travel related costs, which may (by means of example, and depending on the circumstances), include some or all of the following: business class airfare; first class train travel; visas; work permits; self-drive or car hire; ground transfers; shipping of materials and excess baggage costs for the transportation of materials and/or equipment; per diem allowance; additional costs related to travel cancellations, changes or re-routing as a result of events outside of our/the Speaker's control (like, but not limited to changes in your programme, unrest, terrorism, war, airline changes outside of our control or acts of G_d); and other agreed expenses.
3. If we agree (in the 'Agreement to Present') for the Speaker to incur any expense on your behalf, including to pay for some or all of her / his travel and / or accommodation, you agree to reimburse the full amount immediately upon receipt of the invoice and always before travel commences.

Optional Resources

1. Most of the speakers on the SA's Best Speakers platform offer resources which are available for purchase at an additional fee.
2. Optional resources include products like books; profiling instruments and assessments; workbooks; support materials, surveys, or on-line courses or subscriptions.
3. All quoted resource costs exclude VAT / GST, shipping and import duties (if applicable).

COPYRIGHT

1. All IP rights vest with the Speaker, or, where applicable, with relevant third-party copyright owners.
2. No transfer of Intellectual Property (IP) to the Client, or to any other person or party, is ever implied.
3. It is the Client's responsibility to ensure that all attendees and other third-party providers understand and agree to the Speaker's right to IP protection.
4. The presentation may not be recorded in any format without our express written consent. Please contact us prior to the event should you wish to record the presentation - we will gladly discuss options with you. Additional costs will apply. The Client is responsible for advising delegates/attendees and any relevant third parties accordingly.

ACCOUNTABILITIES

SA's Best Speakers

1. Facilitate contracting expeditiously and in an open and transparent manner, and diligently handle money matters relating to fees, resources and, where necessary as indicated in the 'Agreement to Present', any and all travel related costs, expenditures and reimbursements.
2. Handle admin arrangements (excluding any and all travel, accommodation, visa and other related arrangements, which are the joint responsibility of the Speaker and the Client to arrange).
3. Make immediate payment to Speaker upon receipt of payment from Client.
4. Accommodate Client requests insofar as is humanly possible.
5. Orchestrate things to the very best of our ability at all times.

Speaker

1. Be responsive to us and to the Client regarding contracting, admin and other arrangements and queries.
2. Make immediate payment to SABS in the event that a refund ever becomes due.
3. Engage directly with Client regarding final brief, technical set-up.
4. Engage directly with Client regarding matters related to travel, including, but not limited to, travel arrangements, accommodation, visas, letters of invitation and work permits, (as may be applicable).
5. When so agreed with the Client by the Speaker, the Speaker will make their own travel, accommodation and other related arrangements (and, if so mandated by Client, pay for same, for immediate reimbursement by Client via SABS).
6. Arrive well prepared and ready and in good time for the presentation (allowing ample time for technical set-up).
7. Accommodate Client requests insofar as is humanly possible.
8. Deliver a presentation (as per Client brief), that meets agreed expectations.
9. Will not market or sell products to delegates at any time, without Client's express written permission or explicit request to do so.
10. Make good on any commitments made to the Client and submit feedback to SA's Best Speakers after the event.

Client

1. Direct all communications regarding contracting and payment to SA's Best Speakers.
2. Make timeous payments on submitted invoices as agreed.
3. Engage directly with Speaker regarding all matters related to travel, including, but not limited to, travel, accommodation, visas, letters of invitation and work permits, (as may be applicable).
4. Unless otherwise agreed, make and pay direct for Speaker's travel related arrangements. When applicable reimburse SA's Best Speakers timeously for travel expenses paid by the Speaker on behalf of the Client.
5. On the day, provide Speaker with AV equipment and with technical support, as agreed with the Speaker.
6. Submit feedback to SA's Best Speakers after the event.

INDEMNITIES

1. SA's Best Speakers acts as an intermediary between the Speaker and the Client, and at no time does it, its owners, agents or employees assume any other role whatsoever. In plain English: SA's Best Speakers markets and sells hand-picked speakers, and handles ensuing contracting, invoicing and money collection in exchange for a percentage of the Speaker's fee, paid to it as a commission by the Speaker.
2. SA's Best Speakers does not mark up speakers' fees, meaning that clients do not pay more for speakers via SA's Best Speakers than would have been the case had they booked a speaker direct.
3. All speakers marketed by SA's Best Speakers are self-employed independent operators in their own right, and do not represent SA's Best Speakers, nor does any partnership or employer / employee relationship exist between these parties.
4. SA's Best Speakers will at no time be responsible or liable to the Client or to any other person or entity in any way or to any extent for the Speaker's conduct, acts, performance, failures, omissions or for any opinions that she / he may express.
5. SA's Best Speakers will at no time be responsible or liable to the Client or to any other person or entity in any way or to any extent for any refunds that may become due under the terms of the agreement should the Speaker fail to refund SA's Best Speakers.
6. SA's Best Speakers will at no time be responsible or liable to the Speaker or to any other person or entity in any way or to any extent for the Client's, conduct, acts, omissions, performance, failures or omissions, any opinions that she / he may express or Client's failure to make payment.
7. The Speaker will at no time be responsible or liable to the Client or to any other person or entity for any of SA's Best Speakers' or its owners, agents or employees' acts, performance or failures, omissions or for any opinions that may be expressed.
8. Upon full and final settlement by the Client to SA's Best Speakers of any monies due in terms of this agreement, the Client will have fulfilled its duties to SA's Best Speakers and to the Speaker regarding payment.

CONFIRMATION AND ACCEPTANCE OF THESE 'NOTES OF AGREEMENT'

1. The website www.sasbestspeakers.com will be the definitive source for updated information.
2. The section headings, numbering and use of brackets throughout these 'Notes of Agreement' are for reference purposes only and shall not affect in any way the meaning or interpretation of our whole agreement.
3. In terms of Chapter 3 of the Electronic Transactions and Communications Act (RSA), in visiting the website and / or communicating with us by electronic means, you acknowledge that all agreements, notices, disclosures, and other communications sent by us satisfy any legal requirements including and not limited to the requirement that such communication be in writing.
4. You may not cede, delegate or otherwise transfer any rights or obligations arising from our agreement without our and the Speaker's prior written approval.
5. By signing the 'Agreement to Present', you indicate your acceptance of the entire agreement, which consists of two elements: (1) signed 'Agreement to Present' contract, and (2) these 'Notes of Agreement'.
6. Where we agree on any changes or alterations to any part of our agreement, such changes, once placed in writing, agreed to and signed by all parties, will then form a part of our agreement.
7. Please note that the 'Notes of Agreement' on our website are bound to change from time to time, and that our agreement is based on the 'Notes of Agreement' as at the time that you confirmed the booking and signed the 'Agreement to Present' contract. You should therefore retain copies of all these pages at the time that you confirm the booking. Should you not do so, then the 'Notes of Agreement' as published on this website at any time in the future will be considered the basis of our agreement.

8. Unless specifically notified otherwise in writing we will assume that the person who negotiated with us on behalf of the Client, and/or signed the 'Agreement to Present', is an appointed official of the Client, fully authorised to act on its behalf.

END OF NOTES OF AGREEMENT