



## **Speaker Services**

### **Terms and Conditions**

#### **1. Definitions**

##### **APIL**

means Association of Personal Injury Lawyers Ltd, Unit 3 Alder Court Rennie Hogg Road, Nottingham NG2 1RX, company number 02889757

##### **APIL Logo**

means the registered Trade Mark number 18038317

##### **APIL Office**

means the office at 3 Alder Court, Rennie Hogg Road, Nottingham NG2 1RX

##### **Course Papers**

means the documentation issued by APIL to the Delegates at the Event

##### **Data Subject**

means the individual who has consented to allow his or her contact information to be processed by APIL

##### **Delegates**

means the individuals who attend the Event

##### **Delivery Fee**

means the fee payable by APIL to the Speaker for delivering the Presentation at the Event as specified in the Purchase Order

##### **Development Fee**

means the fee payable by APIL to the Speaker for the preparation of the Course Papers, Visual Presentation and other Reference Materials in advance of the Event as specified in the Purchase Order

##### **Event**

means the event, meeting, convention, seminar, symposium, webinar or forum organised by APIL which is delivered either live in person or transmitted or recorded and delivered online as specified in the Purchase Order

##### **Event Date**

means the date on which the event takes place

##### **Expense Form**

means the document on which the Speaker's expenses are to be itemised

##### **First Event**

means the earliest event in an agreed series of events scheduled to take place on a number of different dates

##### **In-House Event**

means the event which has been organised by APIL for an organisation, its staff, partners, directors or other individuals who are otherwise employed by the organisation

##### **Intellectual Property**

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

##### **One Day Conference**

means a Conference organised by APIL, which starts and is completed on the same day which is not a One Day Training Event

**One Day Training Event**

means an Event which starts and is completed on the same day which is not a One Day Conference

**Personal Data**

means any information relating to an identified or identifiable individual

**PowerPoint Template**

Means a slide or slides created by APIL using the Microsoft software package PowerPoint which are to be used by the Speaker for the Visual Presentation. The slide or slides will include the APIL Logo and any other designs which APIL deems appropriate

**Presenter**

means an individual who delivers a seminar, meeting, symposium, webinar or forum at the Event on behalf of APIL

**Programme**

means the document which sets out details of the presenter, the subjects and activities scheduled for the Event

**Presentation**

means the combination of course papers, visual presentation, other reference materials and the Speaker's oral contributions to the Event.

**Purchase Order**

means the form given to the Speaker by APIL, setting out the requirements for the Event and Presentation

**Reference Materials**

means the materials and documentation issued to the Delegates

**Speaker**

means the person engaged by APIL to speak at an Event

**Travel and Subsistence Policy**

means the policy on travel and subsistence expenses issued by APIL and which is amended from time to time

**Venue**

means the location (physical or online) where the event will take place

**Visual Presentation**

means the PowerPoint slides, pictures, charts, or other visual presentations which are used to illustrate or narrate the Course Papers or Reference Materials

**Webinar**

means the event, seminar, meeting, symposium or forum specified in the Purchase Order which is transmitted online by APIL either live or in a pre-recorded form

**Webinar Start Time**

means the time and date on which the webinar is transmitted or recorded, whichever is earlier

2. The Speaker is an independent contractor and not an employee of APIL.
3. APIL will not deduct any amount from the fees itemised in clause 6 and the Purchase order for any VAT, income tax, National Insurance or other taxes, payment of which is the Speaker's responsibility.
4. **APIL's obligations**
  - 4.1. APIL shall cooperate with the Speaker and provide the Speaker with sufficient information to enable the Speaker to comply with his or her obligations as specified in the Purchase Order and these terms and conditions.
  - 4.2. APIL will provide the Speaker with a PowerPoint template to enable the Speaker to create the Visual Presentation;

## **5. Speaker's obligations**

### **5.1. The Speaker shall:**

- 5.1.1. Prepare a Visual Presentation for the Event using the PowerPoint Template provided by APIL;
- 5.1.2. Prepare a set of Course Papers for use as Reference Materials during and after the Event (unless the Event is a Webinar, in which case this obligation is optional). The Course Papers must support the Visual Presentation.
- 5.1.3. Send the Course Papers to APIL at least two weeks before the date of the Event or First Event;
- 5.1.4. Send the Visual Presentation to APIL at least three working days before the date of the Event or First Event or, if the Event is a Webinar, the Visual Presentation should be delivered to APIL at least one working day before the scheduled Webinar Start Time.
- 5.1.5. Attend the Event on the Event Date and present the Programme as set out in the Course Papers, and
  - (a) arrive at the Event Venue at least half an hour prior to the start time for the Presentation, or, if the Event is to be delivered online, to log into the event at least ten minutes prior to the start time for the Presentation and
  - (b) inform Delegates at the Event of the location of fire exits and other safety requirements as appropriate;
- 5.1.6. Promptly invoice APIL within 30 days after the Event Date for the appropriate Fees as specified in the Purchase Order and these terms and conditions.

## **6. Fees**

- 6.1. All fees itemised on the Purchase Order are exclusive of VAT.
- 6.2. Payment of any Fee will be made after the Event Date, within 30 days of receipt of the Speaker's valid undisputed invoice. Payment will be made by BACS unless otherwise stated.

## **7. Cancellation by APIL**

### **7.1. APIL reserves the right to cancel the Event. In the event of cancellation:**

- 7.1.1. Where the Course Materials have been delivered to APIL in accordance with clauses 5.1.2, and 5.1.3. above and before the Cancellation date APIL will pay the Speaker the Development Fee, itemised in clause 6 and the Purchase Order.
- 7.1.2. Where the Event is cancelled by APIL within fourteen days of the Event Date, APIL will also pay the Speaker the Delivery Fee, itemised in clause 6 and the Purchase Order.

## **8. Non-performance and termination**

8.1. In the event that the Speaker fails to attend the Event, is unable or unfit to conduct the Presentation on the Event Date or is in breach of clauses 5.1.1, 5.1.4, 10.3 or where clause 9.1 applies:

8.1.1. APIL reserves the right to cancel the Event or appoint an alternative Speaker;

8.1.2. No payment of any of the fees specified in the Purchase Order or these terms and conditions will be made to the Speaker.

## **9. Refusal of the Visual Presentation**

9.1. If in APIL's opinion the Visual Presentation:

- (a) is not of a standard suitable for the Event; or
- (b) does not fulfil the terms of the Purchase Order or these terms and conditions,

APIL may refuse the Visual Presentation and clause 8 will apply.

## **10. Intellectual Property and Data Protection**

10.1. Subject to clause 10.2 below, all Intellectual Property associated with the Event shall remain vested in the owner be it APIL, the Speaker or others identified within the Visual Presentation, Course Papers or other Reference Materials.

10.2. The Speaker grants APIL an irrevocable royalty free licence to use the Visual Presentation, Course Papers or other Reference Materials as it sees fit unless this clause 10.2 has been excluded by written agreement between APIL and the Speaker before the date of the relevant Event or First Event.

10.3. Personal Data which may be supplied by APIL to the Speaker is supplied for the sole purpose of the administration and presentation of APIL's One Day Training Event or Webinar. The Speaker is not permitted to use any of the Personal Data supplied, to advertise, promote, offer or otherwise communicate details of any goods, services or any other information to the Data Subjects which does not relate to the sole purpose for which the data is supplied.

10.4. Any unauthorised use of Personal Data, in breach of clause 10.3 will lead to the termination of this agreement, without notice, by APIL.

## **11. Expenses**

11.1. APIL will provide an Expense Form to the Speaker for each Event.

11.2. The Speaker will provide APIL with a completed Expense Form, together with receipts for each item of expenditure set out on the Expense Form within one calendar month of the Event.

11.3. APIL's Travel and Subsistence Policy, as amended from time to time, sets out those expenses which will be paid by APIL, including for travel by rail, taxi, road and other forms of mass transit; meals and subsistence, accommodation, entertaining guests and gratuities.

11.4. APIL will pay the Speaker the expenses set out on Expense Form within 30 days of the date on which APIL receives the completed Expense Form.

## **12. Events delivered online: additional conditions**

12.1. Where the Speaker is to give a Presentation through an Event delivered online or as a Webinar, the following conditions shall also apply:

12.1.1. APIL shall be responsible for recording and production of the Event or Webinar;

12.1.2. APIL shall be under no obligation to deliver the Event or Webinar within any specified period of time but shall endeavour to make it available within the timeframe indicated in the Purchase Order, if any;

12.1.3. APIL will be the owner of the copyright in the sound recording and film of the Event or Webinar;

12.1.4. The Speaker consents to his or her voice and/or performance being recorded and included in the Event or Webinar;

12.1.5. The Speaker grants to APIL a non-exclusive perpetual, irrevocable, royalty free, worldwide licence in all languages and all media to use, reproduce and publish the Event and Presentation and/or any extracts thereof; and

12.1.6. The Fee is inclusive of any rights to further licence fees, residuals, fees for rental right, or any equitable remuneration in respect of the use of the Presentation.

## **13. Miscellaneous**

13.1. These terms and conditions apply to APIL's one day training events and webinars. Speakers contracted to provide services at APIL conferences are excluded from these terms and conditions.

13.2. If any provision of these terms and conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

13.3. No term of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

13.4. These terms and conditions shall be governed and construed in accordance with English law and any dispute arising under them shall be submitted to the exclusive jurisdiction of the English Courts.