

Public Speaking Services Contract

Between

Simone Nortmann (9005180258089)
(hereafter called the "Speaker")

And

Name of client:
(hereafter called the "Booking Party")



This public speaking services contract is for the personal services of Simoné Nortmann (who operates as a sole proprietor) to speak at an event to be described below that is made between the Booking Party (confirmed in clause 2) and the Speaker.

1. Event Description:

Date:

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Time:

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Duration:

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Event location:

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2. Booking Party Details:

Name:

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Organisation:

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Position in organisation:

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Email:

.....

Number:

.....



3. Compensation:

3.1. Fixed fee for event:

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3.2. Transportation charged @ R2.34/km (from Linden, Jhb):

R2.34 * () (km to event and back) =
.....

3.3 Total fee (Fixed Fee + Transportation Cost):

R
.....

3.4. 50% deposit required by Speaker, and remaining 50% is required up to 24 hours after the event:

* Accommodation (if event is further than 100km from Linden, Jhb) and meals to be included.

4. Payment:

All payments will be in form of an EFT (Electronic Funds Transfer) from the Booking Party to the Speaker. Please use the following banking details when making a payment:

- Name: S. Nortmann
- Bank: First National Bank
- Account number: 62405183899
- Branch: 261550
- Type: Cheque
- Reference to be used: Event Name

5. Independent Contractor:

The Speaker in the performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Booking Party or venue.

6. Liability:

(a) the Booking Party and venue should be insured for liability protection. Such protection applies to the Booking Party, the venue and their employees only. The Speaker and all other individuals and organisations must provide their own liability coverage.



7. Disputes

(a) this contract and any proceedings conducted hereunder shall be governed and enforced under the laws of South Africa.

(b) disputes regarding the terms of the speaker contract or claims arising out of its execution or performance may be resolved in any South African court with competent jurisdiction.

(c) should the Speaker have to take any legal action against the Booking Party to enforce its obligations in terms of this contract, the Booking Party shall pay all legal costs including collection commission and tracing costs, incurred by the Speaker on an attorney and client scale.

(d) the Booking Party consents to the jurisdiction of any Magistrate's Court within the borders of South Africa with jurisdiction under section 28 of the Magistrate's Court Act 1944, in regard to any legal proceedings instituted by the Speaker in connection with contract, provided that the Speaker shall be entitled to institute such proceedings in the High Court.

8. Cancellations:

In the event of a cancellation by your organisation, the Speaker would be glad to rebook the event at no penalty if another date is booked within 6 months of the original date.

If there is no rebooking and the event is cancelled within 60 days of the event, the speaker will keep the deposit.

If the event is cancelled more than 60 days of the event, the 50% deposit will be returned to the Booking Party. In the unlikely event that the Speaker needs to cancel her appearance due to illness or death in the family, she will do everything possible to obtain a comparable speaker at the same fee.

If such a speaker cannot be found, she will promptly return the deposit in full.

*Force majeure:

Any cancellation by either party shall not be considered a breach of agreement if it is caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, labor strikes, riots, wars, civil disorder, and terrorism.

If a force majeure event makes it impossible for the agreement to be fulfilled, the speaker shall be entitled to retain the deposit but shall not be entitled to the full payment, regardless of which party is affected by the force majeure.



9. Miscellaneous:

(a) in the event that speech shall be recorded, reproduced, or transmitted from the place of speech, the Speaker has to be given notice of this.

(b) in connection with the performance of work under this contract, the Speaker agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.

(c) details and manner of speech are under the control of the Speaker. However, the Booking Party has the right to direct Speaker to discontinue any activity constituting a violation of Booking Party policies if the venue is a school, university or private venue, as well as any state, or local laws.

(d) Speaker is required to arrive an hour prior to scheduled time of commencement unless specified otherwise by Booking Party, so as to permit timely proceedings.

10. Entire Agreement and Notice

(a) this contract and purchase order (if applicable) constitutes the entire agreement between the parties.

(b) this agreement may be modified or amended in writing signed by authorised signatories of the Booking Party and Speaker.

11. Executed Contract Signature:

This contract shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties. The undersigned represents that he/she is a representative authorised to sign on behalf of the Booking Party and to enter into this contract. The parties have agreed to and executed this contract as of the dates indicated below:

Accepted by: Booking Party

Signature: _____ Date: _____

(Please Print) Name _____

Accepted by: Speaker (Simoné Nortmann)

Signature: _____ Date: _____

(Please Print) Name _____