

Jay Allen

Combat Veteran
Published Business Author
Motivational Speaker



JAY ALLEN ~ SPEAKER AGREEMENT

1. Terms of Business

- 1.1. Terms of Business for Jay Allen, trading 1st4Solutions Limited, Executive Suite, St James Business Centre, Wilderspool Causeway, Warrington, Cheshire WA4 6PS.
- 1.2. Jay Allen and 1st4Solutions Limited shall be referred to at all times within these Terms of Business as the Keynote Speaker. No servant or agent of 1st4Solutions Ltd has the power to vary these Terms of Business. The Company as referred to in these Terms of Business, is any person, company or group looking to use the services of Jay Allen.

2. Keynote Speaker Terms

- 2.1. The terms and conditions below apply to all engagements provided by Jay Allen to any individual or organisation ("the Company") and constitute the contract for the service to be provided by the Keynote Speaker for the client.
 - 2.2. The term 'Keynote speaker' as here used covers any event whereby Jay Allen is booked to provide public speaking services for clients either directly or indirectly to a third party.
 - 2.3. In return for the fees payable by the client (or by a third party on their behalf), the Keynote Speaker agrees to provide the service as described below and in accordance with the terms and conditions set out below. The Company agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).
3. Where the Company is unhappy with any of the terms and conditions, they can contact the Keynote Speaker, to discuss any concerns and see if they can be resolved before commencement of any service provision. Participation by any business or individual in any PR, Advertising, Marketing, announcements or public engagement constitutes full acceptance of these terms and conditions.

4. Service to be provided

- 4.1. Keynote presentation
- 4.2. The Keynote Speaker shall liaise with the Company to establish the type of event, audience, theme, outcomes to be achieved and ensure a keynote is delivered in line with these agreed principles.

5. Additional Sessions

- 5.1. The keynote Speaker may agree to provide additional follow up session(s) after completion of the initial Engagement. These terms and conditions will apply to any additional sessions so provided and the Per Session Fee will remain the same as originally agreed except where the Keynote Speaker notifies the Company in writing by letter or e-mail of a change to the Fee or to any other term or condition.

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6. Dates and Times of Session(s)

- 6.1. The date and time of the engagement and any subsequent session will be agreed between the Keynote Speaker and the Company by phone or email and confirmed by the Keynote Speaker by email.
- 6.2. Sessions can only be rearranged in accordance with the section in these terms and conditions headed "Rearranging Sessions".

7. Intellectual Property

- 7.1. The parties agree that all Intellectual Property in all the Documents, Slides, Handouts, and downloadable content specifically produced by or on behalf of the Keynote Speaker in connection with or relating to this Agreement shall vest in and belong to the Keynote Speaker.
- 7.2. The Company shall at the request of the Keynote Speaker, take all such steps as the Keynote Speaker may reasonably require to ensure, that all the Intellectual Property vests in and belongs to the Keynote Speaker and for the registration or protection of the Keynote Speaker's rights in Intellectual Property.
- 7.3. The Keynote Speaker warrants and represents that the Presentation, hand-outs, and related materials are factually accurate and contain no matter libelous or otherwise unlawful.
- 7.4. The Supplier further warrants that such presentation, hand-outs, and related materials are either
 - 7.4.1. His own original work, or
 - 7.4.2. Available for use without permission because they are in a public domain
 - 7.4.3. When materials utilized in the presentation are not The Supplier's own original work or in a public domain, they are either
 - 7.4.4. Presented with the permission of the originator/owner of the material, or
 - 7.4.5. Are believed to be within the "fair use" exemption of copyright law, which includes use for purposes of criticism, news reporting, commentary, teaching, and research.
- 7.5. The Keynote Speaker DOES NOT grant permission to The Company for the event to be either/or photographed and recorded (both video and audio) without the prior consent being requested and agreed by the Keynote Speaker.
- 7.6. Furthermore, The Keynote Speaker does not grant permission to The Company or for any person present to make any recordings (either video or audio) without the prior consent and agreement of the Keynote Speaker, and that it is the Company responsibility to take relevant action to prevent (and if required) to recover such material should it found to be produced, replicated, transmitted or made public.
- 7.7. The Keynote Speaker understands that permissions granted to The Company under this agreement do not prohibit them from using the presentation including hand-outs or other materials utilised in the Presentation for the Company in the future in the Keynote Speaker's professional or personal work. The Keynote Speaker authorises The Company to use his/her name, likeness, photograph, and biographical data in connection with the use and promotion of any aspect of the presentation. However, this does not extend to or include re-broadcasting any aspect of the presentation on a live or virtual basis.

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7.8. This agreement is binding on both parties and cannot be cancelled except as hereinafter provided. The Keynote Speaker and The Company mutually agree that all parties shall be released from any and all liability or damages hereunder if the Keynote Speaker or The Company is unable to fulfill the terms of this agreement due to an act of God, illness or physical disability, acts or regulations of public authorities, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, or any other cause beyond the control of the parties.

7.9. If, for any reason, the Keynote Speaker is delayed or cannot appear, The Keynote Speaker will promptly notify the Company to arrange a mutually agreeable change of date and/or a substitute SPEAKER. Any benefits, deposits, and/or advance reimbursements under this agreement shall be transferred to the substitute SPEAKER, if any.

8. Rearranging Engagement (or follow up Sessions)

8.1. If the Company needs to rearrange either the initial engagement or any follow up sessions, they should provide as much notice as possible. No refunds will be given to clients. However, in exceptional circumstances, the Keynote Speaker may be willing to accept a deferment of the original engagement date by no more than 3 months of original date (if he is currently still available), for which no additional fee is payable.

9. Confidentiality

9.1. Personal information or business information supplied by clients will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, unless where required to do so by law.

10. Payment Terms

10.1. In order to secure, Jay Allen at the very best rate available, The Supplier shall invoice, and require full payment at the time of booking confirmation.

10.1.1. or via prior agreement, a 10% deposit is required at the time of booking confirmation, followed by a further 100% of the best available rate at the time of booking to be paid in full within 28 days prior to the event commencement date.

10.1.2. Or, via prior agreement, a 20% deposit is required at the time of booking confirmation, followed by a further 100% of the best available rate at the time of booking to be paid in full within 14 days post event commencement date.

10.2. The Client will agree to reimburse The Supplier for all expenses incurred in the transportation to/from the event. Where necessary, the Client will also agree to book and pay for single room accommodation at a suitable conference hotel either prior to or post event dependent on timings of event.

10.3. The Client will reimburse The Supplier normal and customary ground transportation at the rate of £0.45per mile. If The Supplier is required to attend the event for longer than 4hours, The Client will provide The Supplier with the cost of meals up to a maximum of (£60) per day based on submitted receipts.

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- 10.4. Invoices and Expenses payable can be paid by debit or credit card or by BACs/CHAPS direct to the Keynote Speaker's Business bank account or via Bankers/Personal Cheque or British Sterling. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.
- 10.5. If the Company fails to make any payment due to the Keynote Speaker under Clause 4 by the date it falls due, without prejudice to any other right or remedy available to the Keynote Speaker, the Keynote Speaker shall be entitled to:
- 10.5.1. terminate this Agreement by giving notice to the Company provided that the Company fails to make the due payment within 5 Working Days after receiving written notice giving full particulars of the payment due and requiring such payment to be made within 5 Working Days;
- 10.5.2. appropriate any payment made by the Company to such of the Services (or services supplied under any other agreement between the Company and the Keynote Speaker) as the Keynote Speaker may think fit (notwithstanding any purported apportionment by the Company); and
- 10.5.3. charge the Company interest (both before and after any judgement) on the amount unpaid, at the rate as laid down within the Late Payment of Commercial Debts Act until payment in full is made.

11. Termination

- 11.1. Either party may terminate this Agreement at any time by giving the other party not less than 30 days' notice in writing.
- 11.2. The Company may terminate this Agreement with immediate effect by giving written notice to the Consultant if the Keynote Speaker:
- 11.2.1. commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' of receiving written notice giving full particulars of the breach and requiring the same to be remedied;
- 11.2.2. becomes permanently incapable of providing the Services;
- 11.2.3. becomes bankrupt, has a bankruptcy order made against him, has a trustee in bankruptcy appointed over his assets or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Keynote Speaker; or
- 11.2.4. does anything which in the reasonable opinion of the Company may seriously prejudice the Business.
- 11.3. The Keynote Speaker may terminate this Agreement with immediate effect by giving written notice to the Company if the Company:
- 11.3.1. commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' of receiving written notice giving full particulars of the breach and requiring the same to be remedied; or
- 11.3.2. goes into liquidation or receivership, or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Company.

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- 11.4. For the purposes of Paragraphs 7.2.1 and 7.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.
- 11.5. The right to terminate this Agreement in accordance with this Clause 7 shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.
- 11.6. Upon the termination of this Agreement for any reason:
- 11.6.1. any sum owing by either party to the other under any provisions of this agreement shall become immediately payable;
- 11.6.1.1. 0% if booking is cancelled more than 12 weeks prior to commencement date
- 11.6.1.2. 50% if booking is cancelled 8-12 weeks prior to commencement date
- 11.6.1.3. 75% if booking is cancelled 4-8 weeks prior to commencement date
- 11.6.1.4. 100% if booking is cancelled less than 4 weeks prior to commencement date but he shall not be entitled to any other payment or compensation whatsoever in respect of such termination;
- 11.7. each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith destroy or return to the other party any documents and copies in its possession or control which contain or record any Confidential Information;
- 11.7.1. any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and
- 11.7.2. except in respect of accrued rights, neither party shall be under any further obligation to the other.

12. Data Protection

- 12.1. All personal information that the Keynote Speaker may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Company’s rights under the GDPR.
- 12.2. For complete details of the Keynote Speaker’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Company’s rights and how to exercise them, and personal data sharing (where applicable), please request a copy of the Keynote Speaker’s Privacy Notice.

13. Data Processing

- 13.1. In this Clause 17 and in this Agreement, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

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- 13.2. Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 17 nor any other provisions of this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 13.3. For the purposes of the Data Protection Legislation and for this Clause 17 and this Agreement, the Consultant is the “Data Processor” and the Company is the “Data Controller”.
- 13.4. The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in Part F of the Schedule to this Agreement.
- 13.5. The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in Part F of the Schedule to this Agreement.
- 13.6. The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 13.6.1. Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
- 13.6.2. Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in Part F of the Schedule to the Agreement.
- 13.6.3. Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
- 13.6.4. Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 13.6.4.1. The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
- 13.6.4.2. Affected data subjects have enforceable rights and effective legal remedies;
- 13.6.4.3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- 13.6.4.4. The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

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- 13.6.5. Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- 13.6.6. Notify the Data Controller without undue delay of a personal data breach;
- 13.6.7. On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and
- 13.6.8. Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 17 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 13.7. The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 17 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data Processor appoints a sub-processor, the Data Processor shall:
- 13.7.1. Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Clause 17 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
- 13.7.2. Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 13.8. Either Party may, at any time, and on at least 21 days' notice, alter the data protection provisions of this Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.

14. Applicable Law and Jurisdiction

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 14.2. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

15. Guarantee

- 15.1. Any client who is dissatisfied with any engagement can request a refund for that engagement, provided that the request for a refund has been made within seven days of completion of the engagement.

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15.2. In such cases the client is required to put this in writing outline their reasons for the dissatisfaction, which shall be referred for review by the professional standards committee of the Professional Speaking Association, for which any decision made shall be deemed as final. Any refunds made shall be minus all expenses incurred and the sum donated to the Armed Forces Charity: COMBAT STRESS

16. Responsibilities

16.1. The Keynote Speaker will seek to enable the client to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the Company has sole responsibility for taking important decisions in their life or business. The Keynote Speaker has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of engagement, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of business or to achieve their desired outcomes or goals.

17. Variation of Terms and Conditions

17.1. Where a Number of Engagements are agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Engagements will only have effect if agreed by both the Keynote Speaker and the Company in writing by email or letter.

17.2. In other cases, the Keynote Speaker may change any of these terms or conditions including the Per Session Fee by giving the Company 14 days notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the Company no longer wishes to proceed with engagements, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for engagements not yet provided. Such notice will be effective on receipt by the Keynote Speaker.

18. Relationship of Parties

18.1. Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Keynote Speaker and the Company.

19. No Waiver

19.1. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20. Severance

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

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21. Entire Agreement

- 21.1. Subject to the provisions of Clause 17, this Agreement contains the entire agreement between the parties and supersedes and replaces all previous agreements and understandings between the parties.
- 21.2. Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.
- 21.3. Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into the Agreement, and a party's only remedy is for breach of contract. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

22. Non – Assignment

- 22.1. This Agreement is personal to the parties and subject to the provisions of Clause 17 neither party may assign, mortgage, charge (otherwise than by floating charge), or sub-license any of its rights hereunder.

23. Technical Disclaimer

- 23.1. www.JayAllen.uk, www.mytruenorth.biz, www.addazero.com, and www.1st4Solutions.com websites and any files or documents that may be downloaded from it, are not guaranteed to be free from any so-called computer viruses or malicious codes, and it is strongly recommended that you check for such viruses before down-loading anything to your computer equipment. Neither Jay Allen, nor 1st4Solutions Ltd can be held liable for any viruses or malware you may be exposed to whilst on the World Wide Web.

Name (of person booking Jay Allen): Click or tap here to enter text.

Signed: Click or tap here to enter text.

Date: Click or tap to enter a date.

Name (Jay Allen - Events Coordinator): Gemma Sharp

Signed: 

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