

Terms and Conditions for events, retainer contracts, and commission agreements

Notes

- This agreement constitutes an offer intended to be legally binding and subject to terms & conditions.
- All prices quoted are inclusive of tax; Hendo Talks is currently a small entity below the UK VAT threshold, so receipts are not eligible to reclaim VAT. In the U.S, we declare a Certificate of Foreign Status as an individual Section 501(c)(3).
- Contents and descriptions within this agreement are based on estimates and may be subject to change.

Terms & Conditions

Definition

- "Client" means any individual, firm, or body corporate which makes an agreement or booking with Hendo Talks
- "Event" means the event or events the subject of the booking agreement.
- "Professional Services" means a commission agent, retainer or ROI contract, or speaker service provided by Hendo Talks.
- "Payment" means the fee payable by the Client to Hendo Talks for an Event or Professional Services as stated above
- "Numbers" means the number of people to attend the Event as stated in clause 6. Numbers for an Event are organised only as a guideline to Payment to be calculated by multiplying a per head spend.
- "Hendo Talks" means Ewan Henderson T/A Hendo Talks 3/1 78 Mavisbank Gardens, Glasgow G51 1HN.

General

- All quotations made, invoices, or contracts accepted are made subject to the following terms and conditions, and no addition to or variation of, such terms and conditions, shall be binding unless agreed by Hendo Talks in writing. For removal of any doubt, the placing of a booking, retainer contract, or commission agreement with Hendo Talks shall constitute unqualified acceptance of such terms and conditions.

Terms and conditions of the booking

1. An Event or Professional Services is only secured on receipt of payment received by Hendo Talks.
2. An Event requires full Payment as agreed upfront, received 14 days before the Event date.
3. For Professional Services, an invoice with a billing schedule will be raised by Hendo Talks to the Client within 30 days of work starting for Payment at predetermined intervals paid by the due date on receipt by bank transfer, details on invoice.
4. Event prices quoted per person are only intended as a guideline and once the fee is agreed upon, it becomes the cost of the job, so does not merit a refund for reduced numbers - for clarity price is agreed on a fee, not numbers.
5. Hendo Talks reserves the right to cancel or suspend the provision of agreed facilities and services if:
 - I. the payment dates are not adhered to.
 - II. the Client, being a company, has had a winding-up petition presented against it and has entered into administration, receivership, liquidation, or an arrangement with its creditors.
 - III. the Client, has had a bankruptcy petition against it, is bankrupt, insolvent, or enters into a creditor arrangement.
 - IV. the supplier or any other key element of the Event is cancelled by the provider of the venue for an Event.
6. The Client may only increase the Numbers with consent and conditional Payment to Hendo Talks.
7. Hendo Talks can accept no responsibility for any injury to Clients and their guests whilst attending an Event.
8. Hendo Talks does not accept responsibility for the loss or damage of personal property belonging to Clients & guests.
9. Should the Client cancel Professional Services or an Event within 1 month prior to the date of the Event, the client shall be liable for the full cost of the Event or Professional Services unless otherwise agreed by Hendo Talks in writing.
10. The Client is liable for any costs incurred of property damage, including breakages caused by the Client or its guests.
11. The Client should contact their own insurers for any claims, including COVID-19 insurance-related claims.
12. All intellectual property, photography, designs, props, contacts, and data supplied by Hendo Talks is their property.
13. Hendo Talks cannot be held responsible for outside conditions; an act of nature, act of war, terrorism, fire, viruses etc.
14. Hendo Talks and its subcontractors cannot be responsible for any non-fulfillment of this contract by either party.
15. It is intended that no provisions are enforceable by any party other than Hendo Talks or the Client.
16. Terms & conditions are governed by and subject to the exclusive jurisdiction of the courts of Scotland.
17. Hendo Talks must be made aware by the Client of any health & safety issues, guest legal age restrictions, guest allergies, or dietary requirements. Hendo Talks will try to accommodate dietary where possible but is not obligated to.
18. Hendo Talks cannot be responsible for adverse reactions, computer viruses, spyware, and device damage.
19. If COVID-19 or other virus restricts travel, the Client will be offered an alternative presence and revert to clause 13.
20. For commission-based contracts Payment is due on proof of a Client winning contract, with 30 days' Payment terms.
21. A late payment penalty will be imposed following any payments that are deemed late as per payment terms, at a rate of £150 per week until settled or the highest amount permitted by applicable law on all payments past due.
22. Email correspondence between Hendo Talks & Client constitutes a legally binding contract, for both UK & US Clients.
23. For Professional Services; reports, statements, emails, call logs, meetings, and invoices are regarded as proof of work.
24. Professional Services to the Client provided by Hendo Talks are taken in the implied covenant of good faith and limited in liability for inaccuracies, errors, and omissions. Any claim or legal costs are to be limited by the Client insurers.
25. Professional Services can be renewed up to 30 days before ending and agreed upon between the Client & Hendo Talks.
26. Termination by the Client requires 30 days' notice and any outstanding Payment is to be paid within this period.
27. Consent to these Terms and Conditions is also consenting to our Privacy Policy, please read [here](#)
28. These Terms & Conditions are publicly viewable on the Hendo Talks website, and do not need to be on paper and physically or virtually signed, It is binding when a Client confirms an Event or Professional Services with Hendo Talks.

Terms and Conditions agreement:

Signed.....

Block Capitals.....

Company/Organisation.....

Date.....



[Hendo Talks](#)