Suggested Terms of Reference for Toastmaster Engagements

Please note that these Ts and Cs are not an AUKSPT prescribed standard, they are not intended to be debated, we offer them in good faith as a starting point for Members who may wish to use, adapt, take legal advice on, or ignore them, as they see fit.

In particular the sections in <u>blue</u> should be adapted to fit the way in which you work; you may not use a booking form, your booking fee may be non-refundable, you may have a different scale of cancellation charges.

However we hope that overall these will provide a useful guide to what might be included for any Member wishing to set Terms of Reference for their engagements.

Terms and Conditions

Fees

The fee charged depends on a number of factors including the type of function, the distance that I have to travel, and its expected duration. I shall be only too pleased to provide an immediate quotation for any specific event.

Insurance

£5M Public Liability insurance cover is held through the Association of the UK School of Professional Toastmasters and the Toastmasters General Council.

Terms

Engagements are accepted in good faith, based on the information provided by the client, and are deemed to be accepted only when the booking form has been received and the booking fee has been paid and acknowledged in writing or email. The booking fee is deducted from the final account. In the event of cancellation it may be non returnable. Please see cancellation charges below.

The balance of the account is payable on invoice fourteen days prior to the event, unless otherwise agreed in writing or email.

The quoted fee is inclusive and valid for thirty days, and is guaranteed once the booking fee has been paid; however I reserve the right to increase the fee payable if the instructions of the engagement are altered once the booking has been confirmed, eg if the duration of the event is extended, the venue changed etc.

Force Majeure

Every effort is made in good faith to fulfil the engagement, but I cannot accept responsibility for non arrival due to circumstances beyond my control, eg extreme weather conditions, industrial action, failure of public services etc. In such event, a mitigating refund may be made to the client but this shall be limited to the fee paid.

In the event of illness or accident, I will make every effort to provide a substitute Professional Toastmaster, and to pass on full details of the booking and planning documentation for the event. No additional fee will be charged.

Cancellation

In the event of cancellation by the client for any reason, the following charges will apply:

- From acceptance of the booking up to four months prior to the event, the booking fee paid.
- Between two and four months prior to the event, fifty percent of the agreed fee, less the booking fee.
- Within two months of the event, the full agreed fee is payable, less the booking fee

Postponement

If the date of the wedding is postponed, I may at my sole discretion (which I will exercise reasonably having regard to my ability to obtain alternative work on the first agreed date and availability on the second date) agree not to treat the booking as being cancelled but to provide the services on the postponed date and apply all monies paid towards the fees for that day.

Refreshments

If you and your guests are having a meal, you may wish to provide your Toastmaster with a full meal at my own Toastmaster's table, as is often the custom. However if this is not your plan, refreshments in the form of sandwiches and soft drinks would be greatly appreciated!