



MICHAEL PHILPOTT



New Zealand's **No. 1 Speaker Coach**

Michael Philpott coaches world class speakers.

Michael is renowned as the speaker coach and pitch coach of those wanting to win audiences, win pitches, and win events through the artful use of influence and persuasion.



INFORMATION PACK



Why invest in speaker coaching

Whether it's presenting, pitching, or public speaking you want to set the stage on fire and warm the hearts and minds of your audience. So, what stops you from igniting the flame? The fear of delivering dull, dry, boring, disconnected drivel, with a side order of imposter syndrome?

Chances are you know this, and you want to create epic presentations and pitches that make your audience laugh, love, and learn, but you don't know where or how to begin.

I help you minimise the emotional roller coaster ride that can come from designing and delivering your content because you shouldn't have to feel stressed, anxious, or alone when you're presenting yourself and your ideas to the world.

When you work with me, I guarantee you will have a plan and we structure regular sessions that keep you on track and avoid procrastination.

We walk with you through the three stages of designing, developing, and delivering a concise and compelling message that you will love and your audience will listen to.

Imagine if every time you speak you gain friends, followers, or financial freedom while remaining true to who you are.

I've been helping people achieve success for over 20 years, I'm an expert trainer, facilitator, speaker, and coach, whatever your content is, I'll help you make it amazing.

Book a free 30-minute call with me to find out how speaker coaching can help you set the stage on fire.



Services

The initial part of public speaking is all about you. You have an event coming up, it's high stakes and you have specific outcomes you want to achieve. You want assistance that's focused only on you and your needs. It's urgent and you need it now because:

- You want to take your speaking to the next level, you want to be world class
- You want to see results from the time you invest in speaking at events and conferences
- You're getting paid to speak and you want outstanding results that lead to more speaking opportunities
- You want to represent your industry in the best way and you want your content to inspire and your delivery to engage

Michael is often asked to:

- Coach speakers for national and international events
- Identify and coach an effective sales pitch structure
- Run interactive training programmes
- Assist with the construction of events and coaching of conference hosts and MCs
- Advise on individual and group delivery for investment pitching
- Provide individualised one-on-one coaching for trainers and facilitators
- Speak at conferences

Private Speaker Coaching

One-on-one private speaker coaching is for anyone who is serious about speaking.

With the popularity of TED style talks around the world, people are expecting short, clean, curated, punchy talks; this is becoming the rule and not the exception.

What this means for speakers is that your content is no longer enough, you need to create a message that is concise and congruent, combined with dynamic delivery that touches the hearts and minds of the audience whilst being littered with tangible takeaways.

When you can consciously influence outcomes, you can move mountains and no opportunity should be left to chance. Like any world champion athlete, we all need someone to push us further than we thought possible.

I help people find the core message they are wanting to convey and then remove any barriers that get in the way of the message being clear and concise. This could include the way you dress, the way you speak, the language you choose to use, your natural ability to influence others, your unconscious mannerisms and behaviours that are preventing you from achieving your outcomes.

I don't just help you get better at speaking, I will help you get quantifiable results that are good for you and your business.

I can help coach you for any speaking engagement such as:

- TED Talk
- Conference
- Keynote
- Public Speaking
- Pitch Investment
- Presentation
- Sales Pitch Presentation

The easiest way to find out if one-on-one private speaker coaching is something you would benefit from is to get in touch and have an initial FREE 30-minutes discovery call with me (worth \$275).

Investment Pitch Coaching

The true test of your speaking and presenting ability is measured when you're pitching for hundreds or millions of investment dollars.

A lot of the work I do with Investment Pitch Coaching is pretending that I have no idea what people are talking about, and sometimes I don't have to pretend, as I literally have no clue.

I can spend a fair amount of time getting a simple explanation about what the product or service is and does, how it solves a problem, who the people are and why they are passionate about what they do.

So as you can imagine, most of the work I do with Investment Pitch Coaching is helping people simplify complex subjects, make them easily understandable and inviting for non-subject matter experts and potential consumers or customers.

On top of this, I find Kiwi culture to be reserved and overly humble when it comes to speaking about our qualities and achievements, and this is exactly why Investment Pitch Coaching is so important, you need an outsider to look with fresh eyes.

But it's more than just messaging and this is where most people get it wrong, they focus on competence before they build trust, so how does that work?

To begin with, it's clear that we tend to make pretty quick judgments about people based on what we see, and that's ok. Mark Bowden an international expert in human behaviour and body language says that 500 million years of evolutionary data have hardwired us to immediately judge people on whether they are a potential; friend, enemy, or mate, and if they're not strongly indicating any of those three then we are indifferent to them; they are of no relevance or importance to us.

And all of this is happening unconsciously, so how can we possibly influence anything?

This is where Harvard psychologist Amy Cuddy comes in, she says we must focus on building a balance between liking, trust, and respect before we can begin to influence and persuade.

In other words, she says, in caveman days it was more important to know if a person was going to steal your stuff and kill you than it was to know if they could build a fire. Trust came first, competence came second and this is still as true today as it was back then.

Investment Pitch Coaching

And knowing this is great news for us, because If we can become more consciously aware of how we communicate and focus on building trust then we can become more naturally persuasive.

And that is what everyone pitching wants to achieve.

To add to that, New research from Massey University Postgraduate student, Hattaf Ansari, shows that New Zealand investor culture look for three key factors from pitches, the most important factors were:

- trustworthiness of the pitcher
- future growth of the pitch idea; and
- the enthusiasm of the pitcher.

This is where I come in, I coach you to make sure your content and competence are combined with your character and charisma.

The easiest way to find out if investment pitch coaching is something you would benefit from is to get in touch and have an initial FREE 30-minutes discovery call with me (worth \$275).

Public Speaking & Presentation Skills

This workshop is designed to push people outside their areas of comfort and explore being more adventurous in their wording and more passionate in their delivery, whilst being concise and congruent when getting to the heart of what they do.

All of this ties together with physiology, the combination of our words our actions and our attitudes, put simply, the way we speak and the way we move.

In the session, I draw on my experience training with Dr Rich Allen in New Zealand, Australia, Canada and America. Dr Rich Allens work is grounded in accelerated brain-based adult learning, fundamentally, how the brain receives, processes, stories and recalls information.

Each participant is invited to craft a thirty-second pitch that they deliver to a small group, gather feedback, refine and then redeliver.

I run the session with an increased delivery element were the participants deliver with more power, more gesture, more of everything. They get to push past their own areas of comfort to discover that they can be more assertive in speaking confidently about themselves and what they do.

Participants will come away with a personally developed pitch that will capture and engage, and best of all they will feel great delivering it.

The pitch coaching work I do is usually with individuals or groups asking for at least a half a million dollars from strangers within a 5-7 minute presentation, they have to get it right the first time and so do you and your team.

WHAT'S INVOLVED

- 2 questions for identifying outcomes as a speaker
- Script development
- Learning to time your talks
- Delivery and group feedback
- Refinement of script
- Levels of delivery; x2, x4, x6
- Video final level of delivery
- Effective use of feet, hands, and face
- Review and debrief experience and learnings

All participants will receive a speaker's resource at the end of the workshop.

Public Speaking & Presentation Skills

PARTICIPANTS WILL BENEFIT FROM LEARNING HOW TO

Write a powerful script that aligns to the 2 questions for identifying speaker outcomes

Time their talks, stick to their time and regulate their speaking pace

Influence and persuade through cohesive and compelling design and delivery of their talks

Receive and implement developmental feedback

Examine their delivery style and uncover areas for improvement

Exude confidence in design, development and delivery of key messages

REQUIREMENTS FROM PARTICIPANTS

All participants need to identify a topic that they would like to practice. Below are some topics to consider:

- Celebratory video testimonial for work done well by colleagues or suppliers or a thank you video
- Upcoming meeting where you're sharing information or presenting
- A talk that you are delivering externally or internally
- Specialist topic that only you do at work
- Project updates or summary

The easiest way to find out if public speaking & presentation skills workshop is something you would benefit from is to get in touch.

Talk like TED Masterclass

Mastering the creation of a TED worthy talk that moves people takes time, energy and effort. The best talks I helped create took up to three months so I want to ensure you have the best chance of success when we structure this event for you.

By keeping the numbers of participants for the three days at a minimum you can expect to receive comprehensive coaching from me specific to the construction and delivery of your talk along with extensive peer review and constructive feedback to further your development.

We will structure the three days to be staggered over two to three months giving you time in between sessions to implement what you have learnt so you have ample time to stew your ideas. I find some of the best ideas come when we are doing remedial tasks such as washing the dishes or vacuuming the house and our minds are free to wander.

We will spend the first two days focused on the design and development of your talks and slide deck creation. By the start of day three you will have everything prepared and we will spend the day focused on your delivery. Once everyone has delivered and made adjustments to their talks and delivery you will be set up with all the gear to deliver your talk onstage to camera.

The delivery style you can expect from me over the three days will be a combination of 'learn something' and then 'implement something'. A lot of the learning will be generated by obstacles you will discover along the way.

Over three staggered days we will create talks that include these key principles:

- Confident - Concise - Congruent
- Novel - Emotional - Memorable
- Engage - Entertain - Educate

Over the three days you will be challenged to identify:

- The title of your talk
- Stories/examples you might want to use
- Images that will be helpful in designing your PowerPoint (if you're using one)
- Videos that will help to get an idea across
- Open loops and hooks, close loops and powerful closes
- What size chunks do you want to break your talk down to
- How many subjects are you going to have

Talk like TED Masterclass

- How can you make it novel
- How can you make it memorable
- How can you make it emotional
- You will identify if there are areas for interaction with you and the audience and within the audience
- Is there a call to action in your talk

Listed below are just some of the take away skills you will have from our time together:

- Effective transitions
- Vocal projection
- Effective storytelling
- How to use pitch and tone variation
- How to use physiology for speaking (hands, feet and face)
- Strategies to memorise presentations
- The power of the Pause
- Pausing for visuals
- Understand mirror neurons, sympathetic resonance and neural coupling
- Use contrasting content to highlight a key message
- Use contrasting through vocal italics
- Have powerful stage presence/charisma
- Identify your short and long-term quirks
- Avoid death by PowerPoint by constructing engaging slide decks
- Script development and refinement of scripts
- Learning to time your talks
- Influence and persuade through cohesive and compelling design and delivery of your talks
- Examine your delivery style and uncover areas for improvement
- Exude confidence in design, development and delivery of key messages]

The easiest way to find out if Talk like TED Masterclass is something you would benefit from is to get in touch.

Event Speaker

Book Michael as a speaker for your event/conference. He delivers high impact high energy that will bring a dynamic dimension of delivery to your conference and leave your audience with tangible takeaways, case studies, real-life examples and resources to improve their public speaking ability.

Michael's scheduled talk is action-packed with examples and ideas to get people excited and motivated to make changes in the way they present themselves and their business to the world.

The easiest way to find out if Michael speaking at your event is something you would benefit from is to get in touch.

Contact Michael to find out more, michael@michaelphilpott.co.nz





What we work on

Michael works with you on your:

- Script development, storyline creation, slide deck creation, dynamic delivery, stage tech and stage presence
- Ability to speak in a memorable way (this is the hardest for most people)
- And most important, your ability to engage and influence your audience

He also helps you:

- Find the core message you are wanting to share, bring a concept to market, grow your capability, gain your competitive edge and take your ideas to the world
- And in general, how to look comfortable, confident and relaxed, and, how to speak in a clear and understandable manner



Pricing

\$550
per hour*

**Private
Speaker
Coaching**

\$550
per hour*

**Investment
Pitch
Coaching**

Ask for a
quote

**Public Speaking &
Presentation
Skills Workshop**

Ask for a
quote

**Talk like TED
Masterclass**



New Zealand's No. 1 Speaker Coach

Michael Philpott



Michael works with leaders, innovators, creative thinkers, change makers, disruptors, and inspirational individuals.

He coaches CEOs, celebrities, sales executives, tech giants, best-selling authors, professors, PhDs, and start-up founders to achieve outstanding results from their keynote talks, investment pitches and formal presentations.

Michael has coached inspirational people, like best-selling author Lilia Tarawa, attract millions of views on Youtube and become New Zealand's most viewed TEDx talk and fifth most viewed TEDx talk on the planet.

Michael also coaches sales executives, like Stephen Pike from Williams Corporation, sell real estate value at over \$700,000 from a 5-minute talk and start-up founders attract over a half a million dollars in funding from a 7-minute investment pitch whilst also winning 'Best pitch of the night' award in front of an audience of over 900 potential investors.

"Whether it's pitching to investors, inspirational or educational speaking, every public engagement presents an opportunity to influence outcomes."

- Michael Philpott



No other coach offers Michael's credentials, experience, and singleness of purpose.

Michael's powerful obsession with adult teaching and learning stemmed from engaging with master trainer, Dr. Rich Allen, in New Zealand, Australia, Canada and America.

Dr. Rich Allen's work is rooted in brain-based learning, specifically how the brain receives, processes, stores, and recalls information. In addition, Michael trained and obtained his practitioners in Neuro-linguistic Programming (NLP) with New Zealand's leading authority in NLP Dr. Richard Bolstad (NLP is the study of excellence in influence, performance and persuasion).

Michael has over 20 years experience in training and development that includes 5 years of providing subject matter expertise on how to effectively coach adult learners. Michael successfully redeveloped and retrained New Zealand Police and New Zealand Fire Service to integrate and deliver a high performance coaching programme aligned and certified to NZQA standards throughout New Zealand.

Michael spent 6 years training and coaching speakers for Full On New Zealand and Australia, and has recently concluded 4 years as the TEDxChristchurch Speaker Coach including working with the curation and speaker selection committee.

For 2 years, Michael volunteered as a ski coach for Special Olympics New Zealand, helping athletes with disabilities prepare for the International Special Olympic Games and was a floor hockey coach for ParaFed Canterbury.

Michael innately understands people, he knows how to quickly put people at ease and still push them beyond what's comfortable, his life has been dedicated to helping people achieve outstanding results.

Michael has worked with many individuals and organisations including:

All Blacks Senior Management Team • New Zealand Fire • New Zealand Police • Inland Revenue Department (IRD) • Farmers Mutual Group (FMG) • Foodstuffs • Fonterra • Horton Signs • Cigna Insurance • Employers and Manufacturers Association (EMA) • Fulton Hogan • Westpac • Cookie Time • Wynn Williams • Deloitte • Meridian Energy • Jade Software Corporation • Vodafone • New Zealand Trade and Enterprise (NZTE) • Callaghan Innovation • Antarctica New Zealand • Hertz • Ace Car Rental • SaaStr • Eagle Protect • Firefly Digital • Kea Aerospace • Brewster and Associates • New Zealand Financial Planning • Williams Corporation • OPES Partners • Medispace • Limpidity • Watch this space • The Executive Connection (TEC) • Colliers International • Harcourts • The Blue Rower • OnSide.....and more



Listen to what other people say

LIFE CHANGING RESULTS



Lilia Tarawa, Best-selling author & most viewed TED talk in NZ

Michael's strength as a speaker coach is his ability to dig beneath surface and uncover hard-hitting truths. Michael helped me choose the best stories to captivate my audience and convey a powerful, heart-wrenching message. That is the reason my speech is the most-viewed TEDx Talk in New Zealand and one of the Top 5 Most-Viewed TEDx Talks on the planet.

Michelle Sharp, Head of lot & South Island, Vodafone NZ

Not everyone has a full-time speech writer or communications and PR team at their disposal, that's why I get Michael to help me with my speaking. I always need someone with fresh eyes and a fresh perspective who challenges me to push past what I've become comfortable with. I want to continue to grow as a dynamic speaker and I know Michael will continue to help me achieve this.

Eduard Liebenberger, Director of Technology, Jade Software Corporation

Michael has been instrumental in every talk or pitch I delivered over the past 18 months or so. Every time I start out with more confidence that I now know what I'm doing. And every time Michael shares another level of insight which turns my drafts into something much more impactful. The level of engagement and awareness of both my personal work and my organisation has sky-rocket since working with him - and the results have been nothing short of amazing!

Kaila Colbin, Curator, TEDxChristchurch

Michael Philpott is our speaker coach for TEDxChristchurch and he is AMAZING. First of all, he is hugely technically skilled at what he does - he has a phenomenal ability to take a presenter from an early idea to a confident presentation onstage under the bright lights. But almost more important is his passion and dedication. Michael regularly goes far above and beyond in his commitment to supporting our speakers - whatever it takes to make sure they succeed. I recommend him unreservedly.



Working with us

Terms and Conditions



1. Introduction

- a. Smart & Wise (we or our) values its relationship with our clients (you) and believes that it is important that you are aware of and understand the terms on which we will provide our services to you.
- b. These terms and conditions will apply every time you engage us to provide services to you unless we have agreed an alternative arrangement with you, which is recorded in writing.
- c. We will take your continued instructions as your acceptance of these terms and conditions.
- d. These terms and conditions are an important document. Please keep a copy of this document for your records.
- e. If you have any questions about these terms and conditions, please contact the Smart & Wise consultant responsible for your business.

2. Services

- a. In carrying out any work with you, we will:
 - i. take all reasonable care and skill;
 - ii. comply with our legal and ethical obligations to you;
 - iii. use our best efforts to deliver the desired outcomes within agreed or anticipated time frames and costings; and
 - iv. subject to legal and/or ethical constraints, carry out your instructions and put your interests before all others.
- b. Our duties under these terms and conditions are owed solely to you, the person who has engaged us. We do not accept any responsibility to any third parties who may be affected by our performance of the service or who may rely on any advice we give, except as expressly agreed in writing between us.
- c. In order to provide efficient, specialist advice and services, it may be required that we delegate some services to a person other than the person you originally instructed.

3. Communication

- a. We will report to you periodically on the progress of any services and will always try to keep you informed of any unexpected delays or changes in the character of the work being undertaken.
- b. We require that you provide us with your full name, and a postal address and telephone number at which we can contact you when required.
- c. If you provide us with an e-mail address, then information may be relayed to you by email.
- d. We will from time to time send you information, such as client newsletters, updates and other material that may be relevant to you. These may be sent in electronic form to the e-mail address provided by you. Unless you tell us, otherwise, we will assume you agree to receive this information.

4. Confirmation

- a. On receipt of the service agreement and deposit, we will confirm your order and the date for the service for the number of people agreed.

5. Our Fees

- a. Unless we have provided you with a fixed fee quote in writing, our fees will take into account several factors including:
 - i. the time and labour expended;
 - ii. the skill, specialised knowledge, and responsibility required to perform the services properly;
 - iii. the importance of the matter to you and the results achieved;
 - iv. the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you;
 - v. the complexity of the matter and the difficulty or novelty of the questions involved;
 - vi. the experience, reputation, and ability of the person who acts for you;
 - vii. any quote or estimates of fees given by us to you
 - viii. the reasonable costs of running a firm; and
 - ix. the cost and labour for any materials created for you
- b. You may request an estimate of our fee for undertaking the required services at the time you instruct us.
- c. Any significant assumptions included in the estimate will be stated.

- d. Unless otherwise stated, any estimate or charge out rate will not include office charges, disbursements or GST.
- e. Any estimate or charge out rate provided by us is a guide only. The amount of the final fee may be more or less depending on all the circumstances.
- f. If we are going to significantly exceed any estimate provided by us we will contact you to discuss a revised estimate.
- g. Any estimate given by us is not a quote or fixed fee, nor is it a cap on what may be charged by us.

6. Expenses and Disbursements

- a. In addition to our fees, we will also charge you for any expenses and disbursements incurred by us to third parties on your behalf. These costs may include (without limitation) such things as photocopying, binding, courier, telephone, accommodation, venue, travel, transport, and food. We reserve the right to request payment of these disbursements from you in advance.
- b. We may also charge you a separate fee to cover other costs relating to general administrative expenses incurred as a consequence of and during the course of our service.

7. Changes in Scope and Service

- a. The delivery of the service is the smallest component the majority of our work is pre-planning and follow-up, due to this:
 - i. Any changes made to the original agreement will affect the originally agreed rate. We will discuss with you what the difference is in pricing for any changes made to the scope and service when you ask for them.
 - ii. All work is organised, created and timed specifically to the original agreed scope and service. Any changes to the scope and service will affect and change the originally agreed pricing, this will be reflected on the invoice.
 - iii. Any work booked in for a certain number of participants (people) will be charged at the originally agreed number of participants. No refunds or lower prices will be given for reduced numbers actually attending any service.
 - iv. As all service is created, organised, and timed to meet all outcomes with the original number of participants, any additional people outside of the originally agreed number will be charged on top of the originally agreed rate to allow for replanning and accommodating of the new people.

8. Our Invoices

- a. A booking deposit of 50% of the total unit fee will be required prior to the commencement of any work undertaken. This deposit guarantees your chosen dates and is non-refundable.
- b. You will receive a minimum of 2 invoices for the service. The first invoice is for the booking deposit and the second invoice is the final payment of the remaining total amount.
- c. If the work is ongoing and is spread over more than a month, you will receive a monthly invoice following the first invoice as mentioned in clause 8.a
- d. No booking is guaranteed until the deposit is received.

9. Payment

- a. Our invoices are payable within 7 days following the date of the invoice unless alternative arrangements have been agreed with you in writing.
- b. We accept payment by cheque, online payment through PayPal and Stripe or by direct credit to our bank account. All our invoices are accompanied by a remittance advice to assist with payment.
- c. We reserve the right to require payment in advance.
- d. If you dispute any item or items referred to in the monthly invoice, you will, within 10 working days of receipt of such invoice, notify us of the reasons for disputing the item(s). Payment of any undisputed portion of an invoice shall not be delayed on account of such dispute.

10. Unpaid Accounts

- a. If you have difficulty in meeting any of our accounts, please contact us promptly so that we may discuss payment arrangements.
- b. If our invoiced amount or any part of it remains unpaid beyond 14 days from the date of the invoice, we reserve the right to:

- i. charge a default fee at the rate of 2% per month (including GST) on the outstanding balance; and
 - ii. stop all work until the overdue amount is paid, to require payment for future fees in advance or to terminate our services in a manner which is consistent with our obligations.
- c. In the event we need to take recovery action from you, you will be liable to reimburse us for our actual costs of taking that action (including lawyers and debt collector's fees).

11. Cancellation made by you

- a. Cancellation terms apply once an order has been accepted in writing or email by us and the deposit is paid.
- b. Cancellation fees are based on the agreed price for the service as stated in the service agreement. The agreed price will be the final price agreed if changes have been made to the scope and service.
- c. You agree and acknowledge that a change in the scope or service may cause a significant burden for us and agree to forfeit the amount in accordance with clause 6, 11.e and 11.f.
- d. Where a booking has been accepted by us and is subsequently cancelled, you will be liable for the following charges. All cancellations must be received in writing, either by post or email.
- e. For all bookings of pre-made workshops with no custom changes made, the following cancellation fees apply:
 - i. more than 31 working days before the service date will incur no percentage charge outside of payment for clauses 6, 7, and 8.b.
 - ii. between 21-31 working days before the service date, a 50% cancellation fee will be charged along with clauses 6, 7, and 8.b.
 - iii. 20 working days or less before the service date will incur a 100% cancellation fee along with clauses 6, 7, and 8.b.
- f. For all bookings with custom changes or bookings that are custom built specifically to your needs, the following cancellation fees apply:
 - i. Some of our services are progressive and success can only be determined at the completion of the project or service, it is best that projects or services be completed in full. Cancelling a project before completion affects us both financially and affects the value of our reputation. Due to this, we will charge you for:
 - a. Any work undertaken so far in full in accordance with clause 5.a, 6, 7 and 8.b.; and
 - b. 50% of any remaining total fee to compensate us for any significant burden caused.

12. Cancellations made by us

- a. We reserve the right to amend or cancel a service due to unforeseen circumstances.
- b. Any service, times, dates or prices. Changes to prices, times and dates will be advised before the service start date and any service already paid in full will not be subject to the increased price. As a service may be cancelled at any time up to 4 weeks prior to its start, we recommend that people do not make travel or accommodation arrangements before this time.
- c. No refund of your deposit will be given.
- d. Any travel, accommodation or subsistence costs incurred (including incidental costs such as car parking) are entirely your responsibility.
- e. We do not accept any liability for reimbursement of any costs incurred whatsoever in relation to services, courses or events.
- f. Where service has been cancelled, you will be offered an alternative date by us for the same service.

13. Force Majeure

- a. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:
 - i. riot, war, invasion, act of foreign enemies, hostilities (whether be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - ii. ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
 - iii. pressure waves, caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

- iv. earthquakes, flood, fire or other physical natural disasters, but excluding weather conditions regardless of severity; and
- v. strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or our agreement.
- b. Neither party is responsible for any failure to perform its obligations under this agreement if it is prevented or delayed in performing those obligations by an event of force majeure.
- c. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this agreement must immediately notify the other party giving full particulars of the event of force majeure preventing the party from, or delaying that party in performing its obligations under this agreement and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the agreement and to fulfil its or their obligations.
- d. Upon completion of the event of force majeure, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this agreement. Where the party affected is the contractor, the contractor must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
- e. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- f. The contractor has no entitlement and the project company has no liability for:
 - i. any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
 - ii. any delay costs in any way incurred by the contractor due to an event of force majeure.

14. Warranty

- a. We warrant that:
 - i. we will perform the service with reasonable care and skill

15. Responsibility and Liability

- a. We do not accept responsibility or liability for any person contravening any law or regulation and/or any person who refuses to follow and abide by the advice or decision of the trainer or consultant while participating in our services.
- b. We do not accept responsibility or cost incurred for damages made by any person to a property or any negative impact caused to the service.

16. Confidentiality

- a. Any confidential information we receive will only be used by us to provide our services to you and will not be made available to a third party.
- b. Information disclosed to us by you will be afforded confidentiality to the fullest extent allowed by law.

17. Privacy

- a. In your dealings with us, we will collect and hold personal information about you. We will use that information to carry out the service and to make contact with you in the future about issues we believe will be of interest to you, such as those described in clause 3.d. Failure to provide information we request may prevent or hinder us from providing our services to our customary standards, or at all.
- b. We may disclose your name and address to a credit agency to perform a credit reference or to undertake credit management processes if we deem it necessary to do so.
- c. Subject to our legal and ethical obligations to maintain client/consultant confidentiality at all times you authorise us to disclose, in the normal course of performing the service, such personal information to third parties for the purposes mentioned in clause a and b above.
- d. The information we collect and hold about you will be kept at our offices.

18. Service Participation

- a. It is your responsibility to choose a service that is within the capabilities of your group/team. Generally, the activities are not physically demanding, but they may require some physical movement such as walking, kneeling, board breaking, throwing, and catching. If you have any doubts about the suitability of any participant in a particular activity, you should ensure that they consult their doctor before participating.
- b. If in the opinion of the trainer, facilitator, coach, or consultant, the health or conduct of a client at any time before or during appears likely to endanger the safe, comfortable, or happy progress of a service, that person may be excluded from all or part of the service.
- c. In the case of a person with ill health requiring medical attention, we may make such arrangements as we see fit and recover the costs from you.
- d. The person signing the service agreement warrants that they have full authority to do so on behalf of all persons whose names appear on the service agreement or separately in relation to the group, and confirms that all persons are fully aware of and accept these conditions.

19. Intellectual Property Rights

- a. Our consulting processes, methodology, training material, and training methodology forms a significant element of our intellectual property and goodwill. We retain copyright and intellectual property rights of all aforementioned, together with all documents and materials prepared by us. You are entitled to use or copy them, only for the specific work and purpose for which they are intended.
- b. All documentation including workbooks and materials are owned by us and may not be copied by you without written consent.

20. Sub-contracting

- a. We may, without prior written consent, engage a sub-contractor to carry out any part of the services but in such event, will take full responsibility for all aspects of the subcontractor's performance, remuneration and compliance with the terms of the agreement and of any relevant legislation or regulations.

21. Publicity and Marketing

- a. You authorise us to use your logo and associated trademarks as well as any testimonials, feedback, media, photos, or footage from any service solely for the purpose of marketing our services.

22. Complaints and Dispute

- a. If you have any concerns or complaints about our services please raise them as soon as possible with the person whom they relate.
- b. If we fail to resolve the relevant dispute within a period of 14 days, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator nominated by the President for the time being of the Arbitrators and Mediators Institute of New Zealand Inc. (or his or her nominee). In the event of any such submission to mediation:
 - i. the mediator shall be deemed to be not acting as an expert or as an arbitrator.
 - ii. the mediator shall determine the procedure and timetable for the mediation.
 - iii. the cost of the mediation shall be shared equally between parties.
 - iv. neither party may require any arbitration, or issue any legal proceedings (other than for urgent interlocutory relief), in respect of any such dispute, unless that party has taken all reasonable steps to comply with clauses 22.a and 22.b

23. Feedback

- a. Client satisfaction is very important to us and feedback from clients is very helpful. If you would like to comment on any aspect of the service provided by us, please contact us on Email: info@smartandwise.co.nz, Telephone: (03) 424 4144, or Smart & Wise Limited c/o BizDojo Christchurch, 4 Ash Street, Christchurch Central, Christchurch, 8011, New Zealand.

Photos supplied by Neil Macbeth, TEDxChristchurch & Peanut Profuctions



www.michaelphilpott.co.nz