

THE MAGIC BEGINS

# When you're serious about speaking

We're committed to your success.



SMART & WISE

# Why do people ask for speaker coaching?

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Let's be honest, 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 do it well and you want to feel good
- you can't afford to make mistakes and you want to get it right
- you want to feel confident with your content and you want to feel comfortable with your delivery; and
- you want results and you want people to be impacted by your message

TEDx Talk: Inspirational Speaker

# Lilia Tarawa

Author and ex-daughter of Gloriavale Cult

With speaker coaching, Lilia aimed to have 3 million views on YouTube for her TEDx Talk and has surpassed her goal, now at 6.3 million views and climbing.





International Conference Speaker

# Eduard Liebenberger

Head of Digital, Jade Software Corporation

Eduard wanted coaching to stand out in a technical conference, to be entertaining and different and get more engagement from his audience during his presentation. He ended up being swamped with people wanting to talk to him at the end of his talk and wanting to know more about Jade's product and services.



# What we work on

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We can help you successfully:

- pitch to investors
- increase sales leads
- increase brand recognition (marketing)
- build more engagement during Q&A
- have more people coming up to you at the end of your talk wanting to know more
- inspire people to make changes and take action; and
- become a powerful influential speaker

Once we know your outcomes we:

- focus on your talk, how it's structured and we cut out the fluff
- look at your slide deck and make it work for the audience
- establish the time allocated for your talk and practice sticking to it
- look at suitable language to capture and engage
- practice authentic and engaging delivery that's congruent with your message; and
- build your confidence to deliver a commanding and compelling talk

# How do we do this?

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Often I get asked what does speaker coaching look like or involve?

Once we have nailed down your content, it's pretty straightforward. I get you to stand and deliver your talk and then I give you some brutally honest developmental feedback.

We laugh, we make some changes, then we do it again and again until we have created a talk that achieves the outcome you identified.

Within a few short hours, you will notice a lifetime of bad habits disappear. If you can handle some hefty critiquing you will become far more self-aware in the future and that will turn you into a world class speaker.

Capital raising through investor pitching

# Emily Blythe

Founder, Limpidity

Emily wanted coaching to become more comfortable and confident pitching her idea and ended up winning the Icehouse IceAngels Pitch of the Night award in front of an audience of over 900 potential investors who heavily oversubscribed to her cause.



EXECUTIVE SPEAKER COACH

# Powerful Point of Difference

“My clients outcomes are a direct testament to my good work, average outcomes reflect poorly on my perceived performance so there is no room for ‘good enough’ on my part. I am resolute in my belief that we all hold greatness inside us and I will use all of my skills to bring that greatness to the fore.”

*Michael Philpott*





YOU WANT SERIOUS RESULTS

# **Work with the best speaker coach**

I help you design, develop and deliver

We are specialists in Oratory Brand Management. We help you with public imaging and perception, brand awareness, storyline creation, creative content delivery and audience engagement.

I help people plan and prepare for speaking, presenting, facilitating, and training events.

Over six months of the year, I volunteer as the TEDxChristchurch speaker coach, TEDxChristchurch committee member and Speaker Curator. We have an amazing team and I'm honoured to work alongside Kaila Colbin (TEDx Director) coaching the speakers in preparation for a live audience ranging from 250 to 1400 that is live streamed on a global platform with a reach of millions of viewers.

I've enjoyed ongoing training with world-class educators Dr Rich Allen and Dr Richard Bolstad, I travelled to Australia, USA and Canada to further develop my skills. My current methodology combines neurolinguistics, accelerated activity-based learning and adult teaching, which complement each other extremely well.

Over the years I have facilitated training and coaching with organisations such as: All Blacks Senior Management Team, NZ Fire, NZ Police, IRD, ACC, FMG, Foodstuffs, Fonterra, Horton Signs, Cigna Insurance, EMA, Fulton Hogan, Full On NZ, Rock & Ice NZ, Meridian Energy, Cookie Time, Westpac, Wynn Williams, Jade Software, Hertz, Ara, Ministry of Awesome and Antarctica New Zealand.

In my early years in corporate development, I worked with People Power, a boutique training and development company based in Christchurch. I was a Learning and Development Consultant where I was involved in course content redevelopment and delivery of high performance coaching and management training for large government and public sector organisations throughout New Zealand.

My experience working with people began as a guide, keeping people alive in extreme outdoor environments, whilst providing life-changing experiences through risk evaluation and reduction. I started out as an outdoor educator, Special Olympics Ski Coach and live-in supervisor guide at the Outdoor Pursuits College in Methven.

For over ten years I worked as a senior guide with Rock and Ice and Full On, delivering corporate development events for New Zealand and Australian organisations and personal development programmes for the American ambassador programme People to People.

# Unparalleled Results

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It's about understanding the value of presenting yourself well. Imagine that your talk was worth \$100,000 or more - how much would you invest in your coaching?

While some can't be immediately measured two of my recent speakers can. One 5-minute talk generated a \$700,000 return and one 10-minute talk generated a \$600,000 return. That's two talks totalling 15 minutes with a combined \$1.1 million return.

Whether its pitching to investors, inspirational or educational speaking, every public engagement presents an opportunity to influence our outcomes.

What value do you put on presenting yourself well and what results are you wanting to achieve?



LIFE-CHANGING RESULTS

# Endless Possibilities

## **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.”

*Kaila Colbin, Curator*

## **Green Architecture**

“Michael was a huge help for my preparation to present at the 2015 TEDxChristchurch event. Although I was used to speaking in front of the public, his insight and knowledge of dealing with such a live event were extremely valuable. The recommendations and hands-on practical work we completed gave me a much greater understanding of how to perform under pressure, and importantly how to convey what I wanted my audience to hear.

What I have learned through this experience and the experience shared by Michael is very valuable to myself and my business moving towards more public engagements. I certainly will be employing Michael and his team in the future to help with this process.”

*Craig Jarvis, Architectural Design*

## **Student Volunteer Army**

“Michael has vast expertise in facilitation, confidence building and story creation with groups or individuals. He played a pivotal role in several projects I have been involved in and operated sessions that our team and clients greatly benefited from.”

*Sam Johnson, Chair*

## **Ministry of Awesome**

“My new role as chief executive at Ministry of Awesome is a very high profile one with multiple networking and speaking engagements. The only trouble is that the thought of facing crowds of 100+ had me very nervous, unprepared, and completely stressed out. Michael helped me construct my first hour-long talk to sector leaders and worked closely with me to improve my confidence, my poise, my body language and the overall flow of the story I was telling. The result of our work together was that I knocked it out of the park and I’ll happily give Michael all the credit for that success.”

*Marian Johnson, CEO*

“As part of my role in various organisations, I’m required to facilitate workshops and deliver presentations in front of a crowd. For someone who is not comfortable nor confident in doing this, Michael has supported me right from the start of this journey from running through content to effectively using body language, he has helped me build confidence in all areas of public speaking. After working with Michael, I have grown as a public speaker and have embraced every opportunity I can speaking in front of a crowd. Whether that’s to 10 people or to 500 people, Michael’s coaching has provided me with another skill set that’s valuable professionally and personally.”

*Erica Austin, Experience Awesomist*

“Michael is a highly-skilled and experienced facilitator whose guidance, advice and support have been incredibly valuable. He’s given me a toolbox of new skills that I’m super grateful for.”

*Kit Hindin, Start-up Activator*

“Over the past couple of months, I have been working with Michael on my public speaking skills. I can now confidently say that I have seen a dramatic improvement in this area and the skills I learnt during this time are now transferring into other areas of my everyday life. I now get comments from strangers saying that I speak so well when doing a presentation or hosting an event, something I never thought I would hear. Thank you so much!”

*Gina Papahadjis, Community & Events Guru*

## **Bacon Bros.**

“Michael helped me plan, prepare and deliver a graduation speech to 500 people. It was a goal that I couldn’t have achieved without him. Michael turned my simple speech into a powerful message, and I will use him in the future to further my presentation skills and develop stronger communication techniques.”

*Troy Billborough, CEO*



## **How to Dad (YouTube Celebrity)**

"I usually hide behind a camera at home, in private, then edit my mistakes and deliver it to the world. TEDx was a whole new challenge but Michael had some bloody great tips to help me through the whole 'LIVE' process - Cheers!"

*Jordan Watson, Dad Video Maker*

## **Ara Institute of Canterbury**

"To train 30 diverse young adults to present in a tertiary education setting is a challenge, to say the least. Reducing barriers, gaining confidence and instilling belief in these young people was the value Smart & Wise provided. That was only the beginning. With tight deadlines, language, and in some case culture issues to deal with, Smart & Wise were able to break through and provide lifelong communication skills for these individuals. What is outstanding is Michael's utter commitment to the client's achievement. With his professionalism, he was able to gain trust very fast and this enabled learning to occur. When the students saw tsunamis, Michael trained them to not think of them as a barrier, but how to ride right over the top and have fun on the way down! Smart & Wise are a genuine client focused company with compassion and they do positively change lives. This is not only a skill but a gift. ...Thank you from all of us at Ara."

*Linda McKitterick, Senior Lecturer, Department of Business*

## **Victoria University**

"I met Michael at the time I was preparing my presentation for TEDx. I needed to perform my speech as a vivid share and Michael's passion and commitment to supporting my presentation were amazing. He helped me with the structure of the presentation and he gave me valuable tips for remembering important points of the talk. I would recommend his skill without hesitation."

*Carolina Izzo, Teaching Associate*

## **Tourette's Association NZ**

"Michael coached my daughter Analise and I for TEDxChristchurch in 2015. I thought I knew plenty about public speaking - until we started working with Michael. What he taught me about body language and the unconscious signals we send out while in front of an audience were right on the mark and with his help, I felt much more in command on the day. Analise adored working with Michael. He took the time to understand her fears and work with her to overcome them. Even though she was only 11 years old at the time Michael treated her as his equal. His extensive knowledge combined with his patience and naturally affable personality make Michael a superb speaker coach and someone I would recommend to everyone from complete novice to seasoned professional."

*Robyn Twemlow, Executive Director*

**\$350**  
per hour\*

**Online Session**

**\$550**  
per hour\*

**In Person Session**

**\$750**  
per hour\*

**Group Session**

\*Pricing excludes GST.



## Executive Speaker Coaching

Being focused and making the time to create something exceptional is the key to developing an impressive talk. There is a level of commitment and consistency that is beyond most people and that's what separates good from great. When you're serious about speaking it takes hard work and dedication, you'll need a committed coach who is equally invested in your outcome.

# Influencing In Business

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Every encounter is an opportunity.

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.

Give your team the tools to succeed.



A photograph of a man in a white shirt standing at the front of a modern office, gesturing with his arms outstretched towards a large screen. The screen displays a presentation slide with a blue background and white text. An audience of about a dozen people is seated in the foreground, facing the presenter. The room has large windows on the right side, letting in natural light. The overall atmosphere is professional and collaborative.

ANCHORING TO EXCELLENCE

# Unparalleled Performance

## Antarctica New Zealand

“Antarctica New Zealand worked with Michael from Smart & Wise in 2017 as part of our Annual Leadership Workshop. Michael was able to take the desired state and work backwards to develop a programme which enabled our leadership team to grow, bond and develop a greater sense of teamwork.

Michael’s leadership in the session was professional and well-tailored to the audience. Enough guidance was provided to ensure the team stayed on track, but equally, he let the team drive the programme and make their own discoveries and learnings.

Michael’s adaptability when the planned activities were not possible was appreciated and allowed the team to still achieve the key learnings despite the change in plan. Michael not only responded well but was able to build the experience into the learnings for the session.”

*Peter Beggs, CEO*

## Hertz and Ace Car Rental

“Thanks for running the half-day session at our annual conference. I received a lot of positive comments directly and then heard via third parties and by ‘word of mouth’ that there was a buzz generated with people expressing how much they enjoyed the session, branch managers in particular.

In addition to this session nicely complementing our personal development curriculum, it filled the “fun” L&D brief too. And I was surprised that in a number of evaluations, what seemed to be the smaller items covered, made such an impact & resonated with attendees to the extent they did.

So overall a great session, very positively received.

Thank you.”

*Fiona Bain, Human Resources Business Partner*

## **Westpac**

“Our Leadership Team Day in December was focused on developing leadership capability, supporting our people and delivering to our customers. We spent time reviewing what was important to the business, setting key objectives and agreeing actions, that we could lead as a team. Wanting to inspire new thinking and challenge ourselves to reach new highs and operate outside our comfort zone, we asked Astella and Michael from Smart and Wise to manage a team event. The result was amazing – they tailored an event that focused us on achieving above the norm, and pushing ourselves to strive for something we had no idea we could do! An enjoyable learning experience we would highly recommend.”

*Kim Joy, Senior Manager*

## **Fulton Hogan**

“Michael Philpott of Smart & Wise has been delivering a very successful ‘Leadership Communication’ workshop for Foremen & Supervisors throughout all areas of Fulton Hogan Canterbury and our southern regions, commencing early 2014. These interactive, thought-provoking workshops have proven effective and popular with this leadership group. The many hands-on activities and group discussion sessions help embed the learning for all.

Fulton Hogan looks forward to continuing the good work with Michael this year.”

*Andrea Wilson, Regional Training Manager (Canterbury)*

“We have been working with Michael from Smart & Wise for a few years now and every course that he has run has had nothing but good reviews from our staff.

Quite often the groups are quite apprehensive about the course, but they become comfortable quickly and open up in discussions and share their experiences. The sessions are thought-provoking and have proved very popular with our Foreman and Supervisors, so much so that we are seriously considering rolling it out to our Management teams.”

*Sali Mann, Safety Quality & Training Coordinator (Otago)*

“We have used you to deliver Leadership Communication to our foremen and I was lucky enough to be able to attend this myself. I was impressed with how well engaged they all were and the big test with these guys is to get them to participate and you achieved this with ease. There was positive feedback from them. From an organiser’s point-of-view, you are extremely easy to do business with.

You do what you say you will do, you turn up when you say you will and arrive with the gear you needed to run your sessions. I would be more than happy to have return business if it is all presented in the standard the previous sessions were.”

*Kim Stephenson, CSI Safety Advisor (Timaru)*

## **WeVisit**

“Michael has a natural ability to immediately identify what is holding someone back and take them on a journey of self-realisation where they can accept and move past these barriers. Michael helped us at WeVisit design a programme to help a diverse group of people work through their emotional and psychological trauma to achieve the skills and emotional intelligence needed to connect with themselves, the community around them and feel confident to get into the workforce.

Michael's no bullshit coaching style and facilitation skills help people quickly make mindset shifts that will last for the rest of their lives. His value is never confined to the job hired for. He analysed and reflected on all levels of our team dynamics which helped myself and my team understand how to better work together. I would highly recommend Micheal for any job to do with helping people reach their full potential.”

*Tyler Brummer, COO*

## **Meridian Energy**

“You guys are great. Your workshop was enjoyed by all...it was great for individuals confidence and really helped to bring people together.”

*Fleur Evans, Organisational Development Consultant*

## **Cookie Time**

“The training session that Michael and Tim created and delivered was a fantastic high energy one that had our sales team fully engaged. The result from this 3-hour session was it built seller confidence which positively impacted sales and enabled us to achieve our strategic goals.”

*Deborah Gilkinson, National Sales Campaign Manager*

## **43 Words**

“Working with Michael will positively shift organisational or individual development perceptions to a whole new level. As a recent workshop participant, I came away impressed with practical and actionable take-outs shared engagingly and professionally. He exhibits mastery of both theoretical learning and development processes and brilliantly judged delivery. For any organisation or individual seeking to reveal and leverage human potential into tangible and immediately beneficial outcomes, I wholeheartedly recommend collaborating with Michael.”

*David Binstead, Authentic Media-ist*

HELPING SMALL BUSINESSES SUCCEED

# Management Capability Development Voucher Fund





Smart & Wise offers services that are registered with the Management Capability Development Voucher Fund.

The Capability Voucher Funding helps business owners to access business training and coaching services, by providing them with up to a 50% subsidy towards the registered service cost.

Management Capability Development Vouchers are only available through the Regional Business Partner Network (RBP) Growth Advisors.

Vouchers may be provided to a business where the Growth Advisors have identified a need for management training as part of an action plan to support the business owner to grow and innovate their business.

For more information on the Management Capability Development Voucher Fund or to find your local Growth Advisor go to [www.regionalbusinesspartners.co.nz](http://www.regionalbusinesspartners.co.nz)

Do you meet the following criteria?

- Have fewer than 50 full time equivalent employees;
- Are registered for GST in New Zealand;
- Are operating in a commercial environment; and
- Are a privately owned businesses, or are a Maori Trust or incorporation under the Te Ture
- Whenua Maori Act 1993 or similar organisation managing Maori assets under multiple ownership.

If yes, register and contact a Growth Advisor today to gain access to the Management Capability Development Vouchers.

COMMITTED TO YOUR SUCCESS

# 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 timeframes 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 14 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](mailto: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 and TEDxChristchurch