



Outsource Business Director Agreement

OUTSOURCE BUSINESS DIRECTOR AGREEMENT

This agreement (the 'Agreement') is made between [client name] (the 'Client') and M&B Business Services Limited ('YourCoachApproach').

The pertinent information for the Client and YourCoachApproach such as contact details are provided in Schedule A.

PROVISION OF SERVICES

Under this agreement the Client will receive from YourCoachApproach the Outsource Business Director Services set out in Schedule B (the 'Service').

The terms 'Programme' and 'Business Strategy Meeting' are defined in Schedule B.

SERVICE RELATIONSHIP

The Client understands the purpose of the Service is to support the Client to achieve their business goals.

Either the Client or YourCoachApproach can exit this agreement without giving any reason at the end of the period as stated in the last invoice supplied by YourCoachApproach and paid for by the client.

COMMUNICATION STYLE

The Client understands and agrees to the following:

- YourCoachApproach can employ a non-directive communication style that allows the Client to develop their own solutions and actions. In turn, this gives the Client greater ownership of the solution and greater commitment to the action.
- YourCoachApproach can employ a directive communication style that allows the Client to receive advice or direction from YourCoachApproach. This communication style will often be employed to provide the Client with potential tools, techniques, and methods to tackle a problem or gain a benefit.
- YourCoachApproach can challenge the information presented by the Client to allow the Client to consider alternative viewpoints, think about what they have presented more deeply, go beyond self-imposed limitations, and assess inconsistencies in information provided to YourCoachApproach.

RECORDING OF INFORMATION

YourCoachApproach will record information provided by the Client and surmised by YourCoachApproach during the period the Client receives the Service for the purpose of ensuring the Client gets the most out of the Service. Recorded information can be the form of electronic, printed, and handwritten notes and audio/visual recordings.

FEES AND PAYMENT

The cost under this agreement is provided in Schedule B (the 'Service Fee').

RESPONSIBILITIES

Client's responsibilities:

- To attend Business Strategy Meetings as agreed; and
- To contribute when required in a prompt fashion to agreed market research and business assessment as covered by the Service and present the results of such analysis to the Client in the relevant Business Strategy Meeting(s); and
- To provide in a prompt fashion along with any required supplementary information any queries covered by the Service; and
- To select topics for discussion; and
- To set and pursue meaningful goals; and

- To create the time and energy to take part fully in the Service; and
- To communicate honestly and be open to feedback to get the most out of the Service; and
- To have access to a computer, smartphone or tablet and a data connection to take part in the Business Strategy Meetings; and
- To pay the Service Fee to YourCoachApproach per Schedule B; and
- To exclusively decide how to incorporate the learnings from the Service into their business and therefore agree that YourCoachApproach is not liable for any action or inaction or for any direct or indirect result of the Services provided under this agreement; and
- To adhere to the specific conditions as provided in Schedule B.

YourCoachApproach's responsibilities:

- To attend Business Strategy Meetings as agreed; and
- To undertake in a prompt fashion all agreed market research and business assessment as covered by the Service and present the results of such analysis to the Client in the relevant Business Strategy Meeting(s); and
- To respond in a prompt fashion to queries covered by the Service; and
- To manage the Service (including timekeeping in Business Strategy Meetings); and
- To keep confidentiality (as described in section 'Confidentiality'); and
- Maintain all required licenses including those licenses for hosting virtual meetings; and
- To create the time and energy to take part fully in the Service; and
- To communicate honestly and be open to feedback so that the Client gets the most out of the Service; and
- To have access to a computer, smartphone or tablet and a data connection to take part in the Business Strategy Meetings; and
- To maintain YourCoachApproach's Code of Ethics based upon those set up by the International Coaching Federation and are available upon request; and
- To adhere to the specific conditions as provided in Schedule B.

RESCHEDULING BUSINESS STRATEGY MEETINGS

Business Strategy Meetings can be rescheduled by either the Client or YourCoachApproach with notice of 48 hours or more. The Client and YourCoachApproach agree to waive the notice period of 48 hours if the one or more of the following unforeseen circumstances:

- Failure of hardware and / or software needed to attend the Business Strategy Meeting where there is no alternative available; or
- Non-availability of a data connection to the internet and there is no available alternative; or
- Acute illness and / or injury requiring immediate medical attention suffered by the Client and / or YourCoachApproach; or
- Immediate family crisis such as short-notice loss of childcare or acute illness and / or injury requiring immediate medical attention suffered by a dependent.

If a Business Strategy Meeting is not rescheduled as set out in this section and:

- The Client is not present at the Business Strategy Meeting as agreed the meeting shall be deemed to have been attended; or
- YourCoachApproach is not present at the Business Strategy Meeting as agreed the meeting shall be reorganised for a new date and time as mutually agreed between the Client and YourCoachApproach; or
- Both the Client and YourCoachApproach are not present at the Business Strategy Meeting as agreed the meeting shall be reorganised for a new date and time as mutually agreed between the Client and YourCoachApproach.



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CONFIDENTIALITY

YourCoachApproach understands the need for absolute discretion and the creation of a safe space to gain the trust of the Client. The Client's trust in YourCoachApproach is paramount to the success of the Service for the Client. As such YourCoachApproach will not divulge any information about the Client gained during or because of the Service to anyone without the explicit prior written consent of the Client.

YourCoachApproach will in the exceptional circumstances described below deviate from its assurance of confidentiality to the Client. In these exceptional circumstances information about the Client will only be passed to the proper authority. In these exceptional circumstances YourCoachApproach will make every attempt to inform the Client, if allowable under UK law, about the need to communicate information about the Client, to whom the information will be shared and the reasons why the information needs to be passed on. These exceptional circumstances include:

- If YourCoachApproach believes that there is planned serious harm to the Client or to another person YourCoachApproach will supply information to the proper authority (either GP or the Police) to do what is possible to ensure the person is protected; or
- If YourCoachApproach believes that a child is at risk of significant harm YourCoachApproach has a duty of care under prevailing UK Acts and laws aimed at the protection of children to pass on this information to Social Services or the Police to do what is possible to ensure the child is protected; or
- If YourCoachApproach believes offenses under the prevailing UK Acts and laws aimed at the prevention of terrorism are being committed YourCoachApproach has a duty of care to pass this information to the Police to do what is possible to ensure our society is protected; or
- If YourCoachApproach must pass on information to the proper authority in response to a court instruction.

YourCoachApproach will take all reasonable steps to ensure that there is not accidental disclosure of stored Client information including but not limited to electronic, printed, and handwritten notes, audio and visual recordings, correspondence in all forms and personal data.

RETENTION OF RECORDS

The Client understands YourCoachApproach retains all notes taken to support YourCoachApproach's ability to deliver the Service under this agreement are kept for the period covered by the Service plus one calendar month.

The Client understand that all minutes for Business Strategy Meetings and results of market research and / or business assessment shared by YourCoachApproach with the Client are kept for a period of up to 5 years from the end of the Service.

EARLY TERMINATION

If one party to this agreement (the 'Defaulting Party') does not adhere to their responsibilities outlined in section 'Responsibilities' the other party (the 'Non-Defaulting Party') has the right to terminate this agreement (the 'Termination Notice') with a notice period of two weeks (the 'Termination Notice Period'). The Termination Notice should be provided in writing by email by the Non-Defaulting Party to the Defaulting Party's email address as provided in Schedule A.

If during the Termination Notice Period, the Defaulting Party can show their capability and commitment to adhere to their Responsibilities to the satisfaction of the Non-Defaulting Party then the Non-Defaulting Party has the right to cancel the Termination Notice.

REFUNDS

In the event the Termination Notice is not cancelled, and the Non-Defaulting Party is YourCoachApproach the Client does not have the right to claim for a refund for all or part of the Service Fee. Therefore, the amount returned to the client is zero (the 'Refund Amount').



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In the event the Termination Notice is not cancelled, and the Non-Defaulting Party is the Client, the Client has the right to a refund and the Refund Amount is calculated as the proportion of the Service Fee paid that covers the period beyond the expiry of the Notice Period.

The Refund Amount shall be paid to the Client by YourCoachApproach by electronic bank transfer no later than three business days after the later of:

- The expiry of the Notice Period; or
- End of the Service: or
- The day after YourCoachApproach receives the Client's bank account number and sort code.

INFORMATION ABOUT YOURCOACHAPPROACH

YourCoachApproach relevant experience and background includes:

- Life Coaching Diploma, New Skills Academy; and
- Social Media Marketing Certificate, HubSpot Academy; and
- Former founding Director of a risk management consultancy start-up and former Director of a business support service company; and
- Corporate career spanning 22 years and including management, executive and consultancy roles; and
- Certified Scrum Master, ScrumAlliance® (Agile Delivery); and
- Post Graduate Management Certificate, University of Bath; and
- BSc (HONS) Neuroscience, University of Manchester



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ENTIRE AGREEMENT

This document reflects the entire agreement between YourCoachApproach and the Client and it cannot be amended except in writing and signed by both YourCoachApproach and the Client. This agreement replaces all prior written and oral agreements.

In signing this agreement YourCoachApproach and the Client confirm their understanding and commitment to the agreement.

Client

YourCoachApproach

Signature:

Signature:

A handwritten signature in blue ink, appearing to be 'ARB', with a long horizontal line extending to the right.

Date:

Date:



Schedule A: Party Information

CLIENT INFORMATION

Type	Information
Personal / Business Name	Name
Personal / Business Address	Address 1 Address 2 Post Code UK
Phone	07
Email	email
Client Bank Details (In case of refunds only)	Sort Code TBI Account # TBI [Ref TBI]

YOURCOACHAPPROACH INFORMATION

Type	Information
Business Name	M&B Business Solutions Limited
Business Address	11 Elvetham Road Fleet Hampshire GU514QL UK
Phone	07747 625552
Email	info@yourcoachapproach.co.uk
Bank Details	XX-XX-XX XXXXXXXX Ref: [Client Name]
PayPal	XXXXXXXXXXXXXXXXXXXXX.co.uk

PROVISION OF SERVICES

The Client has selected the Outsource Business Director Premium Service (the 'Programme').

Unless otherwise agreed between the Client and YourCoachApproach any scheduled meeting to discuss business strategy (the 'Business Strategy Meeting') between the Client and YourCoachApproach will be hosted virtually using Microsoft Teams. This does not require the Client to have or buy a Microsoft Office 365 license.

The Service Fee for the Programme is £[x] per month. If the Client wishes to change to the Outsource Business Director Service level for future months, then YourCoachApproach and the Client will mutually agree the Service Fee.

Where the Service is for a period of expected low business activity YourCoachApproach will mutually agree a temporary suspension to the Service (the 'Service Holiday'). The month period the Service ordinarily covers will be extended by the duration of the Service Holiday. In return, the Client agrees that they will not receive the Service from YourCoachApproach during the Service Holiday.

At the time this agreement was made, the Client and YourCoachApproach agree to the following Service Holidays:

- [None]

The [Fundamental / Advanced / Premium] level of the Outsource Business Director Business Service is described in greater detail below.

Unless otherwise mutually agreed between the Client and YourCoachApproach the Client should pay the Service Fee via bank transfer not more than 48 hours prior to the start of each Business Strategy Meeting provided that the Client has received an invoice from YourCoachApproach at least one week before the payment date.

YourCoachApproach and the Client have discussed the first topics to be ideally tackled under this Service. Namely:

- [Something].

YourCoachApproach and the Client have discussed that ideally no more than 3 topics should be considered under the Service at one time. That said, both YourCoachApproach and the Client recognise the need for flexibility when there are changes in the Client's business circumstances.

Business Advisory Service

With this service the Client receives the following business advisory services:

[Premium]

- One up to 55-minute Business Strategy Meeting with YourCoachApproach per month as agreed between the Client and YourCoachApproach.
- YourCoachApproach will prepare the monthly online Business Strategy Meeting. For example, agree discussion topics with the Client and carry out any needed market research and / or business assessment.
- YourCoachApproach will provide to the Client Business Strategy Meeting minutes no later than 2 business days after the Business Strategy Meeting including details of any actions agreed. With the Premium Service it is expected actions will be shared between the Client and YourCoachApproach depending upon the party's capability to achieve each action.
- YourCoachApproach will arrange and / or attend digital meetings with the Client's other service providers where it will help deliver the business strategies that YourCoachApproach is helping the Client with.
- YourCoachApproach will arrange ad hoc digital meetings and / or calls with the Client to discuss progress on the business strategies that YourCoachApproach is helping the client with.

Schedule B: Service

- YourCoachApproach will respond to frequent, ad-hoc business email / digital message and voice queries. It's understood that some queries may require YourCoachApproach to undertake comprehensive market research and / or business assessment. And it is also understood that the queries raised by the Client may relate to a topic other than the business strategies that YourCoachApproach is helping the Client with.

[Advanced]

- One up to 55-minute Business Strategy Meeting with YourCoachApproach per month as agreed between the Client and YourCoachApproach.
- YourCoachApproach will prepare the monthly online Business Strategy Meeting. For example, agree discussion topics with the Client and carry out any needed high-level market research and / or business assessment.
- YourCoachApproach will supply Business Strategy Meeting minutes no later than 2 business after the Business Strategy Meeting including details of any actions agreed. With the Advanced Service it is expected actions will be shared between and the Client and YourCoachApproach, with most of the actions completed by the Client.
- YourCoachApproach will respond to frequent, ad-hoc business email / digital message queries, where such queries can be answered with limited market research and / business assessment.

Coaching Sessions

Under this Agreement the Client can buy Coaching Sessions in addition to those provided in the Programme. The Service provided to, and obligations of, the Client are the same as those described in this Schedule B. The Service Fee for the added Coaching Sessions is calculated as the prevailing YourCoachApproach Coaching Session rates less a 20% discount.

If the Client wants to take part in business coaching with YourCoachApproach, YourCoachApproach will send a separate Coaching Agreement to the Client for the Client's agreement.