



OUTSET FINANCE  
START UP AND GROW

# START UP LOANS MENTORING AGREEMENT

## Full terms and conditions

### PARTIES:

1. "MENTEE" Start Up Loans recipient
2. "OUTSET FINANCE" *Subsidiary company of YTKO Group, and official Start Up Loans Delivery Partner*
3. "START UP LOANS COMPANY"

### BACKGROUND:

1. As an official Start Up Loans delivery partner, Outset Finance is obligated to match all successful applicants with a suitable Mentor to provide business support services for 12-months post-loan mentoring. We contract independent Mentors, who have been identified to have the skills and/or experience relevant to support the development needs of business owners in their first two years of trading, to deliver these services.
2. This agreement clearly sets out the roles and responsibilities of Outset Finance, its Mentors, and the Mentee. For ease of processing, Outset Finance has created an abridged version of this agreement for the Mentee to sign, available online at <http://www.outsetfinance.com/useful-resources/>. By signing the abridged version of the agreement, the Mentee confirms that they have read and agree to the terms, conditions and statements in the below agreement, including the Mentoring Code of Ethics, also available online at: <http://www.outsetfinance.com/useful-resources/>

### TERMS OF AGREEMENT:

#### 1. Term:

- i. The term commences on the date the client draws down their Start Up Loan for 12-months, unless terminated earlier by either Outset Finance or the Mentee.
- ii. Outset Finance reserves the right to allocate a suitable Mentor to work with the Mentee at its discretion, and where necessary, substitute one Mentor with another during the term of this Agreement.

#### 2. Outset Finance services:

- i. Outset Finance agrees to appoint a Mentor to proactively maintain contact with the Mentee in line with the information set out in the Mentor Code of Ethics.
- ii. Outset Finance agrees to appoint a Mentor to provide the Mentee with personal and business guidance, which involves guiding entrepreneurs on researching and interpreting information, understanding problems, identifying solutions and implement action plans, but not business consultancy, which involves providing solutions to previously identified problems); ensuring at all times that it is the Mentee making the decisions.
- iii. Outset Finance agrees to appoint a Mentor to act in an approachable and non-judgmental manner when providing support and guidance to the Mentee.
- iv. Outset Finance agrees to appoint a Mentor to work with the Mentee to identify goals and actions in order to support the development of their business/ business plan.
- v. Outset Finance agrees to appoint a Mentor to support the Mentee's on-going training and personal development needs. This may include identifying additional sources of specialist support, either internally or externally.
- vi. Outset Finance agrees to seek assistance from the Start Up Loans Company if the Mentee has a problem beyond the Mentor's experience and/ or expertise.

Official Delivery Partner:

Part of:





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- vii. Outset Finance agrees to appoint a Mentor to act in the best interests of the Mentee at all times and to encourage and motivate the Mentee and to challenge the Mentee, when appropriate, in a positive way.
- viii. Outset Finance will ensure that the appointed Mentor creates regular mentoring summary reports in line with the information set out in the Business Mentor role description, and Outset Finance will make these available to Start Up Loans Company as required.
- ix. Outset Finance agrees to keep all information about the Mentee and their business confidential, sharing information only with the Start Up Loans Company, unless otherwise agreed by the Mentee. Outset Finance will also ensure that the appointed Mentor also maintains this confidentiality.
- x. Outset Finance will ensure that the appointed Mentor has committed in writing to not having any commercial interest in the business or the Mentee. If there is the wish to develop a commercial relationship, Outset Finance will seek permission from the Start Up Loans Company. The Start Up Loans Company, who maintains the right to withhold permission for a commercial arrangement where it feels that this is to the detriment of the Mentee's business or personal wellbeing.
- xi. Outset Finance agrees to contact the Start Up Loans Company if he/she feels that the relationship between the Mentee and the Mentor is not sufficiently positive for this agreement to work effectively.

### 3. Mentee requirements:

- i. The Mentee agrees to maintain regular contact with the Mentor appointed by Outset Finance as required by the Start Up Loans Company: attending regular meetings with the Mentor, whether by face to face meetings, by email, over the phone or on Skype, and will proactively seek support and guidance whenever necessary.
- ii. The Mentee understands that Outset Finance will assign a Mentor to provide support and guidance to the Mentee and that he/she has the Mentee's best interests at heart. The Mentee therefore agrees to act respectfully towards the appointed Mentor at all times and to cooperate with any reasonable request that he/she may make of the Mentee.
- iii. The Mentee understands that the appointed Mentor can only provide personal and business guidance but not business consultancy, as defined above in clause 2ii.
- iv. The Mentee agrees to work collaboratively with the appointed Mentor to identify goals and follow up any actions required to develop the Mentee's business / business plan.
- v. The Mentee agrees to provide information to the appointed Mentor to inform regular mentoring summary reports as required by the Start Up Loans Company.
- vi. The Mentee agrees to keep Outset Finance and the Start Up Loans Company informed of any relevant changes to the Mentee's personal and business details. Such changes might include a change of name, home or business address, telephone number or bank account.
- vii. The Mentee agrees to contact Outset Finance should the Mentee feel the relationship between the appointed Mentor and the Mentee is not sufficiently positive for this agreement to work effectively.

### 4. Liability

- i. The Mentee is not obliged to act on any information, suggestion, advice or guidance given by any Mentor appointed by Outset Finance as part of the services; if the he/she chooses to do so, the Mentee does so his/her own risk. The Mentee hereby unconditionally and irrevocably waives any rights of action he/she may have as against Outset Finance in relation to any such information, suggestions, advice or guidance.



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- ii. The Mentee acknowledges that any services provided by Start Up Loans Company and Outset Finance in relation to this agreement are provided free of charge and in good faith. Neither the Start Up Loans Company, nor Outset Finance will be liable to the Mentee or to any third party for any loss, damage, costs or liabilities suffered as a result of this agreement, the existence of the relationships between the parties or the services provided. Nothing in this clause shall limit or exclude any liability for death or personal injury, or which results from fraud.
- iii. The Mentee acknowledges that neither the Start Up Loans Company or Outset Finance are liable for the services provided by any appointed Mentor or for any acts or omissions by the appointed Mentor.

### 5. Confidentiality

- i. The Mentee may not use or mention the Start Up Loans Company's name, logo or any other intellectual property of the Start Up Loans Company in any of their publicity materials or in any announcement, without the prior written consent of the Start Up Loans Company.
- ii. The Mentee and Outset Finance will keep in strict confidence the existence and content of this agreement and the Mentee shall keep confidential all information, suggestions, advice or guidance provided by Outset Finance as part of the services, except for what would reasonably be deemed exceptional circumstances (such as the client threatening to harm themselves or commit a crime etc.)
- iii. All parties will keep in strict confidence all and any information of a confidential nature that it obtains about either of the other parties as a result of the arrangements contemplated by this agreement. This clause will not apply in relation to any information that is already available in the public domain other than as a result of a breach of this clause by any party.

### 6. Miscellaneous

- i. Nothing in this agreement constitutes a partnership or joint venture of any kind between any of the parties.
- ii. A person who is not a party to this agreement will not have any rights under or in connection with it.
- iii. This agreement is governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- iv. Clauses 4, 5 and 6 will survive termination of this agreement.

Official Delivery Partner:

Part of:

