



## SAMPLE MENTORING CONTRACT

DEED dated:

### PARTIES

- (1) [NAME OF BUSINESS] of [ADDRESS OF MENTEE] (“**Mentee**”);
- (2) [NAME OF MENTOR] of [ADDRESS OF MENTOR] (“**Mentor**”); and

### BACKGROUND

- (A) Women in Biz Network has a network of volunteer mentors. The Mentor is one such volunteer, and has skills and/or experience relevant to the requirements of the Mentee.
- (B) The Mentee wishes to access the Mentor in order to gain guidance and support for its development.
- (C) The parties agree that the relationship between them shall be as set out in this agreement.

IT IS AGREED as follows:

### 1. The Services

- 1.1 The Mentor has agreed to provide mentoring services to the Mentee, on the terms of this agreement. The Women in Biz Network involvement has been limited to identifying the Mentor, introducing the Mentor to the Mentee and the monitoring and evaluation of progress. Women in Biz Network will not provide any further services to the Mentee under this agreement.
- 1.2 The services will consist of meetings and/or phone calls and/or email or other written communications between the Mentor and the Mentee from time to time, the exact content, frequency and duration of which will be as agreed between the Mentor and the Mentee.
- 1.3 The Mentor shall not at any time be obliged to provide or continue to provide any mentoring services to the Mentee, but if and to the extent that it does so, such services will be provided free of charge.
- 1.4 The Mentee shall not at any time be obliged to request or receive mentoring services from the Mentor.

- 1.5 The existence of this agreement shall not prevent the Mentor and the Mentee entering into a new and separate agreement whereby the Mentor provides services to the Mentee on a fee-paying basis, but if such an agreement is entered into, it shall replace and supersede this agreement, which will automatically terminate.

## **2. Liability**

- 2.1 The Mentee shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the services, but if and to the extent that it does so, it shall do so at its own risk. The Mentee hereby unconditionally and irrevocably waives any rights of action it may have as against the Mentor in relation to any such information, suggestions, advice or guidance.
- 2.2 The Mentee is advised to take independent financial, legal or other appropriate professional advice before acting on any information, suggestion, advice or guidance given by the Mentor.
- 2.3 The Mentee acknowledges that any services provided by the Women in Biz Network and the Mentor pursuant to this agreement are provided free of charge and in good faith. Neither Women in Biz network nor the Mentor will be liable to the Mentor 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.
- 2.4 Women in Biz Network is not (and the Mentee and the Mentor acknowledge that the Women in Biz Network is not) liable for the services provided by the Mentor or for any acts or omissions of the Mentor.

## **3. Term**

- 3.1 This agreement will continue in force for twelve months or until terminated by any party by written notice to the others sent to the addresses given above.
- 3.2 While this agreement is in force, the Mentor and the Mentee will not either directly or through any intermediary enter into any other contract or arrangement as between them.

## **4. Confidentiality**

- 4.1 The Business and the Mentee hereby permit the Women in Biz Network to refer to the Mentee, the Mentor and the existence of the arrangement contemplated by this agreement in any publication or material it may use to publicise and promote the work of Women in Biz Network.
- 4.2 The Mentee and the Mentor 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 the Mentor to it as part of the services.

All parties will keep in strict confidence all and any information of a confidential nature which it obtains about either of the other parties as a result of the arrangements contemplated by this agreement. This clause shall 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.

**5. Miscellaneous**

- 5.1 Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.
- 5.2 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 5.3 This agreement shall be 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.
- 5.4 Clauses 2, 4 and 5 shall survive termination of this agreement.

This deed is delivered by each party when (and shall not have effect until) it is dated.

**SIGNED as a DEED** by [MENTEE] in the presence )  
of )  
)

Witness: Signature .....

Name .....

Address .....

.....

Occupation .....

**SIGNED as a DEED** by **[MENTOR]** in the presence )  
of )  
)

Witness: Signature .....  
Name .....  
Address .....  
.....  
Occupation .....

**SIGNED as a DEED** by **[NAME OF INDIVIDUAL]** for )  
and on behalf Women in Biz Network in the )  
presence of )

Witness: Signature .....  
Name .....  
Address .....  
.....  
Occupation .....