

## INSPIRING PET TEACHING'S MENTORING AGREEMENT



Thank you for choosing to undertake mentoring and/or coaching with Linda Ryan, trading as *Inspiring Pet Teaching*. Please read these terms and conditions carefully. **By taking part in mentoring or coaching sessions you are deemed to accept these terms and conditions. Please print off or save a copy for future reference if you are viewing this online.**

### 1. Definitions

In this Agreement, the following words shall have the following meanings:

**"Mentor"** means Linda Ryan, trading as *Inspiring Pet Teaching* of Godshill, New Forest, UK.

**"Fees"** means the fees charged under Clause 4.

**"Services"** means the provision by the Mentor to you of mentoring and/or coaching and/or access to real world experience, as described in the booking email and more particularly described in **Appendix 1** at the end of these terms, and/or such other services as may be agreed from time to time by the parties.

**"Term"** means the period in which this agreement continues in force as specified in Clause 3 (term)

### 2. Appointment of Mentor

You hereby engage the Mentor to supply the Services during the Term and the Mentor hereby accepts such engagement upon these terms and conditions. Your entitlement to attend any mentoring sessions will only arise when the Mentor has sent you an email confirmation and received full payment of all sums due in respect of the mentoring unless other payment arrangements have been agreed in writing with you.

### 3. Term

Your mentoring will start on the date stated on the booking email or email confirmation and shall continue for the period agreed in the booking email and any agreed extension of such period.

### 4. Fees

You agree to pay to the Mentor the Fees set out in the booking email before the mentoring session(s) starts. If you fail to make any payment in full on the due date under this agreement, you may be asked to pay interest on the outstanding amount to the Mentor. Such interest shall accrue at the rate of 3% above the base lending rate of the Bank of England from time to time and accrue on a daily basis from the due date until the date of payment, whether before or after judgment.

### 5. Mentor's obligations

The Mentor will provide the Services in accordance with the **Mentoring Rules and Guidelines** (appendix 1). However, the Mentor may make alterations to the content of the mentoring sessions and the fee structure and reserves the right to do so by giving you reasonable notice in writing at any time without liability.

### 6. Your obligations

You agree to abide by the **Mentoring Rules and Guidelines** (appendix 1).

### 7. Confidentiality, data protection and working for clients

7.1 You shall not use or disclose (directly or indirectly) to any person, (or otherwise make use of) either during or at any time after your mentoring with the Mentor, any confidential information about the clients, veterinary details, business or affairs of the Mentor or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of being mentored or collaborating with the Mentor, ("Confidential Information") except if you are required to disclose by law, or if the information is already in the public domain, or unless expressly agreed in writing by the Mentor. You shall use your best endeavours to prevent the publication or disclosure of any Confidential Information and you agree that you will not use any such Confidential Information for your own benefit.

7.2 During this agreement and for a period of 12 months thereafter, you may not without the Mentor's prior written consent communicate with or solicit business relating to pet behaviour counselling, pet behaviour modification and/or training work ("Work") from, or carry out such Work for, a client or contact which you have made or come into contact with during your period of mentoring. During this agreement and for a period of 12 months thereafter, you agree not to communicate or work with clients or businesses in direct competition with the Mentor, or clients or businesses that are deemed as clients of the Mentor, without prior agreement from the Company in writing.

7.3 You confirm that any personal data that you collect or have access to whilst being mentored will be kept secure and you will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place. You consent to the Mentor holding and processing data relating to you for legal, personnel, administrative or management purposes and in accordance with the Mentor's Privacy Policy (<https://www.inspiringpets.com/privacy---cookie-policy.html>).

### 8. Intellectual property

8.1 The copyright in any materials or systems which are used or provided by the Mentor in connection with the Services shall remain vested in the Mentor or the licence owner. You may use such documents or systems only for purposes directly related to the Services and shall not make copies of such documents, nor use the same for any purpose not directly related to the Services without the prior written approval of the Mentor.

## 9. Liability

- 9.1 The Mentor shall exercise reasonable skill, care and diligence in the discharge of its obligations under this agreement, but its liability for omissions and errors in the Services arising from the default of the Mentor shall be limited to a maximum aggregate liability equal to the annual Fees payable by you.
- 9.2 Nothing in this agreement shall exclude or in any way limit the Mentor's liability to you for fraud, death or personal injury caused by its negligence or any liability which may not be excluded or limited as a matter of law.
- 9.3 The Mentor gives no guarantee that by attending and/or completing the mentoring with the Mentor that you will experience success in any training, certification, business or activity that you may carry on following the mentoring.
- 9.4 The Mentor is not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.
- 9.5 The Mentor is not liable for additional costs due to changes in sessions with clients, content, venues or trainers. Every effort will be made to provide reasonable notice where possible.
- 9.6 The Mentor is not responsible for any actions, advice, omissions or interactions between the Mentee, clients and pets. Mentees accept full responsibility for their own actions, omissions and interactions, whether made of their own volition, or when under the guidance of the Mentor.
- 9.6.1 Mentees must have their own professional insurance, covering them for professional indemnity and liability, including public liability. Mentees understand that no claim can be made under the Mentor's professional insurance for any occurrence related to Mentoring, or the Mentees actions or omissions, and that the Mentee will accept full responsibility, including insurance claims, if/when necessary.
- 9.6.2 The Mentor is not responsible for any aspect of care, management or liability in the case of coaching or discussion on cases Mentees have sourced, and that have not been referred/transferred to the Mentor as the primary clinician. In such situations, the Mentee retains sole responsibility for their case(s).

## 10. Termination and cancellation of sessions

- 10.1 The Mentor may terminate this agreement immediately by notice in writing to you, if you repeatedly fail to follow the Mentoring Rules and Guidelines or fail to pay. In which case the Mentor shall be entitled to receive the Fees to the end of the effective date on which termination occurs.

- 10.2 **If you are a consumer** and you purchased the Services online or on the phone, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days and receive a refund. You have 14 days after the day we email you to confirm we accept your request for mentoring in which to change your mind. However, once we have completed the mentoring Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. If applicable, you must also return all mentoring or training materials immediately, in the same condition in which you received them, and at your own cost and risk.
- 10.3 To cancel the contract with us, please let us know by doing one of the following:
- 10.3.1 Phone or email. Call us on 07985 905 183 or email us at linda@inspiringpets.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 10.4 In all other cases, cancellation and rearrangement of sessions is in accordance with the **Mentoring Rules and Guidelines** (appendix 1).

## 11. Events beyond the Mentor's control

- 11.1 The Mentor will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control (known as a "Force Majeure Event").
- 11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Mentor's reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.
- 11.3 The Mentor's performance under these terms is deemed to be suspended for the period that the Force Majeure Event.

## 12. Governing law

This agreement and any non-contractual obligations arising in connection with it shall be governed by English law. The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this agreement, including disputes relating to any non-contractual obligations.

Last updated November 2020.

## Appendix 1 - Mentoring Rules and Guidelines



### **Nature of Mentoring**

You understand that:

- As a mentee, you may be shadowing the Mentor and having access to real world experience relating to pet behaviour counselling, pet behaviour modification and/or training, case discussions and/or supervision, general support and coaching, and potentially to the Mentor's clients and their pets. However, you understand and agree that the Mentor will not necessarily be actively "teaching" you. It is your responsibility to undertake whatever learning you need in order to gain a qualification, certification, or the skills and experience needed to practice in your desired field of work.
- You are responsible for creating your own results. Mentoring results are not guaranteed.
- Any financial or business-related discussions are of a general nature only and should not be relied on as a substitute for financial, taxation, investment or other professional advice. You should always seek advice from a qualified professional before deciding on the best investment or financial strategy.
- Where information on a specific option is supplied this does not constitute a recommendation.

### **Mentoring Options**

#### **A. One-to-one, or group, mentoring may be undertaken:**

1. **By telephone, online video calls, or similar:** You will be called by the Mentor at the specified time.
2. **Face to Face/in-person:** You and the Mentor will meet at the pre-determined venue at the scheduled time.
3. **Email support:** Your mentor may review +/- edit documents, answers specific questions you may have, and/or coach or exchange information with you.

#### **Cancellation and rescheduling:**

You must give a minimum of **72 hours'** notice to reschedule or cancel an appointment otherwise the full session fee is payable. In exceptional circumstances, the Mentor may need to rearrange a mentoring session. In those instances, you will be given 48 hours' notice where practical.

**Please note:** Being late for the start of an appointment will not change the end time. Mentoring sessions paid for in advance must be taken within 6 months of the date of booking after which the fee is forfeited.

#### **B. Sessions**

Sessions take place as set out on the Mentoring Booking Email (which may be at a client's home, veterinary practice, hired venue, or other location). Content and length of sessions is set out in the Booking Email (which may not be exact on the day).

#### **What to expect during an in-person client consultation or training session**

When attending client consultation or training sessions, no matter who has sourced\* the client:

- The Mentor will aim to be inclusive and fair, impart knowledge and share experience, answer questions, provide support, and encourage you on your learning journey.
- Whilst the focus when seeing clients and their pets will be on them during their appointment, we will aim to allow time for questions, debriefing and clarification after, +/- before the session.
- Depending on your level/experience, the Mentor may involve you or invite you to devise treatment or training plans, +/- to write client and vet follow up reports (to be reviewed, edited and sent by the Mentor).

- The Mentor will try to take a personal interest in augmenting your learning and progression.
- The Mentor will start consultations and make introductions and explanations of the nature of supervised experience. If you are to lead the session, the Mentor will then allow you to commence the consultation and proceed through the session.
  - Whilst in the main allowing you to run the session, the Mentor may also ask questions of the client, +/- add information which may not have been included by you. Interruption or intervening will only occur in the event of unsafe or inappropriate intervention or advice, or if the information to the client provided by you is incomplete or incorrect. It is fine for you to ask the Mentor for advice or input during the session, but independent problem-solving is encouraged.
- Whilst concurrently meeting the client and pet's needs, the aim of supervised experience and mentoring sessions is to encourage and support autonomous, competent and confident skills in the mentee, through kind and positive guidance.
- Mentoring may be case-based, and/or may revolve around your questions, general discussions and provision of support.

## Fees

Mentoring, supervision or coaching will be charged at £45/hour (or part thereof), whether in person, via 'phone/video calling, or written correspondence/email, including case discussions and supervision.

Attendance at the Mentor's consultations or training/behaviour modification sessions with clients and their pets will be charged at £45/hour (or part thereof)/£135 per "live" session, which will generally include approximately 30 additional minutes of preparation and debrief time with you (split between time in advance of seeing the client, and after the consultation/session). Access to client or vet follow-up notes (which are not to be reproduced or shared in any part) will be an additional £95/case.

Any travel expenses incurred by you when joining the Mentor will be covered by you. If the Mentor travels to you (by prior arrangement and mutual consent), the Mentor's travel and expenses will be paid for by you (at 45p/mile +/- other reasonable expenses incurred), as well as consulting fees, as detailed elsewhere in this Agreement\*.

Fees are payable in advance, at the time of booking. (Dependent on the situation, context, input needed from the Mentor, when multiple mentees are present, it may be possible to share fees = to be discussed on an individual/situational basis.)

**If you wish to cancel a session outside of any rights you may have under clause 10 of the Mentoring Agreement, the following charges apply:**

No refunds will be given for cancellations within five days of any booked session. The mentor will aim to reschedule without additional charges, but this cannot be guaranteed. Should you fail to attend the session, the fees are forfeited (zero refund).

**Illness/Sickness.** There will be a 50% re-booking fee should you be unable to attend due to illness provided you inform the Mentor in writing, a minimum of **24 hours** prior to the start of the session. Failure to notify the Mentor as stated will be treated as a cancellation and there will be no refund (Zero refund).

## \*Sourcing of Cases

Once the Mentorship Agreement is in place, as long as the client and referring vet consent, it is usual for you to be invited sit in on previously-agreed suitable cases, which have been referred to the Mentor (old-ASAB-style "level 1").

In some situations (e.g. old-ASAB-style "level 2"), you may also wish to source your own cases, which should have been referred to you by the patient's veterinary practice - in this case, you will need to seek written permission from the client, and share all paperwork and history with the Mentor one week prior to the consultation. The referring vet should give permission for the Mentor to attend as the supervising clinician. As the supervising clinician, you will pay the Mentor a minimum of £200 to attend your consultation (up to 3 hours), and the standard hourly rate of £45/hour, or part thereof, for supporting virtually (e.g. via online calling) outwith the consultation time, any/or for additional time (beyond 3 hours, including time taken to review +/- edit case notes, client and vet follow-

up +/- email communications). Once the Mentor assumes case responsibility, the Mentee must keep them updated with all/any case developments, and include the Mentor in all communication with the referring veterinary practice and the client.

In general, old-ASAB-style "level 1" cases, which Mentees observe, will be the Mentor's, but may be the Mentee's; and old-ASAB-style "level 2" cases will be sourced by the Mentee, and overseen by the Mentor.

### **Cancellation by the Mentor**

The Mentor reserves the right to cancel or postpone a session without liability and you will be offered an alternative session date, a credit note or a refund.

The Mentor also reserves the right to alter the session content, alter the session location at any time without liability.

### **Special Requirements**

If you have any special requirements in relation to your participation in the Mentoring Session please contact us as soon as possible to discuss your requirements by emailing [linda@inspiringpets.com](mailto:linda@inspiringpets.com).

### **Additional requirements candidates**

- Mentees must be discreet and professional at all times. This is with regard to the client, their circumstances, sensitive information and other mentees in attendance.
- All mentees must maintain client confidentiality at all times and not disclose personal information. They must return copies of confidential information to the Mentor or discloser if requested to do so.
- Mentees working towards professional qualifications or accreditations must anonymise assignments, case reports, or any other documentation to ensure removal of information which would allow clients to be identified. Identifying client information should not be stored on paperwork or electronic devices, and any/all information should be stored securely as per GDPR requirements.
- Mentees are not permitted to take photos or videos related to any client, their property or pet, unless specifically directed to do so by the Mentor.
- Mentees shall not independently communicate with the Mentor's clients/agents, or referring veterinary surgeons/practices.
- Mentees should submit a *brief*, behaviour +/- training +/- welfare-relevant CV, which will be reviewed prior to booking. The Mentor may request a professional or character reference prior to agreeing to work with you on cases.

### **Privacy Notice**

The Mentor collects and processes personal information about you when you engage Mentoring services. This is essential so as to carry out the service effectively and fulfil legal and regulatory obligations. We use personal information collected for internal record keeping, completion of correspondence with you and service implementation. The choice of how much information you provide is always in your control; however, certain information may be required in order to provide a service. We will not distribute your personal information to third parties other than when required to by law or to the following: for example relating to ASAB-CCAB accreditation; other mentees attending supervisions with you (up to a maximum of two mentees per session); ASAB (or other professional) accreditation personnel; and clients whose sessions you attend. If you believe that any information of yours in our possession is incorrect or if you wish to cease corresponding with us or for us to remove your information from our system, please contact us accordingly. Please see our [Privacy Policy](#) for further details.

### **CCAB candidates**

If you are working toward your ASAB Certified Clinical Animal Behaviourist accreditation, please also read their credentialing guidelines ([here](#)), and the CCAB Code of Conduct ([here](#)), which the Mentor shall expect all\* mentees to adhere to at all times (\*and/or whichever other Professional Code[s] of Conduct you are bound by). See also the [FABC's mentorship page](#). Please send your ASAB-CCAB precertification with your agreement.