

## LEAD Mentoring and Professional Development Program

### About the Beaumont People Mentoring Program

Beaumont Consulting Pty Ltd, ABN: 60 097 409 026, (**we, us, our or Beaumont People**) is committed to investing in aspiring leaders across the many sectors we support.

Beaumont People LEAD Mentoring and Professional Development Program has been established to enable leaders to enhance and build leadership awareness, capability and to help foster relationships across the various sectors.

The mentoring relationship is a development experience that is focused to support the mentee, but it is a relationship that often has personal and professional benefits for both mentor and mentee. The program is designed to aid the mentee in providing personal insights and intellectual challenge through their interactions with their mentor.

The program is not designed to provide legal, financial, or psychological counselling. The interactions do not constitute formal advice and no guarantees or representations can be made as to the impact on performance of the individual or organisation participating.

If at any point during the mentoring relationship either party feels that formal advice is needed, such as if there is concern around psychological or mental health, or for financial or legal matters, then it is strongly advised that you consult a qualified professional.

Beaumont People commits to matching appropriately mentors and mentee into the mentoring relationship. If the match is not suitable or cannot continue for any reason within the duration of the program, Beaumont People will re-match with a suitable person within one month.

In addition to the matching and guidance of the mentoring relationship, participants will be provided with bespoke resources, profiling tools, and thought leadership to aid successful program outcomes.

### 1. YOUR RIGHTS AND RESPONSIBILITIES AS MENTEE

1.1 You acknowledge and agree that:

- (a) you will ensure all information that you submit to us as part of your application and throughout the six month program period is honest and true;
- (b) you will be committed to allocate time to meet with your matched mentor (ideally once per month), to share knowledge, ideas and experiences with the mentor providing guidance;
- (c) you are responsible for driving the mentoring partnership and will come prepared for meetings, be proactive and engaged, and be reliable and value your mentor's time by keeping your commitments;
- (d) you will be prepared to take feedback and maintain responsibility for your own development;

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- (e) you will respect the privacy of your mentor, and, unless otherwise expressly agreed in writing between you and the mentor, maintain strict confidentiality of all matters discussed and materials shared during the mentoring partnership and once the Mentoring Program concludes;
- (f) you agree not to treat your mentor unfairly for your own advantage;
- (g) you will not use the Mentoring Program or partnership to recruit for your organisation or your personal business nor will you use the program to secure new employment;
- (h) no representations or guarantees are made by us in respect of your participation in the Mentoring Program or the outcomes or benefits you will receive from participation in the Mentoring Program; and
- (i) you will contact Beaumont People's coordinator of the Mentoring Program (Program Coordinator) if, at any time throughout the program, you consider that the mentor/mentee relationship is deemed unsuitable, and after discussion with the Program Coordinator a resolution cannot be reached.

## 2. OUR RESPONSIBILITIES AND COMMITMENT

2.1 We will exercise due care and skill in providing the Services to you to facilitate the successful delivery of the Mentoring Program.

2.2 We do not accept responsibility for any delay in, or failure to complete, the Services or deliverables where that delay is the result of any act of god, industrial dispute, act of a third party, failure on the part of an individual to meet the obligations of the individual or organisation or any other matter outside our reasonable control which prevents or delays us from being able to provide the Services.

2.3 We do not guarantee or accept responsibility for the accuracy of information or content provided to you by the mentor or other third parties.

2.4 We will not be held liable for any success or failure that you may experience in your career, personal life, or achievement of other personal goals as a result of any advice or information we provide to you during the Mentoring Program. We also do not accept any liability whatsoever for advice or information provided to you by third parties during the Mentoring Program, including the mentor.

*BEAUMONT PEOPLE MAKES NO WARRANTY ABOUT, OR GUARANTEE OF, THE ACHIEVEMENT OF PARTICULAR OUTCOMES DESIRED AS A RESULT OF DELIVERY OF OUR SERVICES OR PARTICIPATION IN THE MENTORING PROGRAM. THIS INCLUDES, BUT IS NOT LIMITED TO, SECURING A JOB PLACEMENT OR ACHIEVING PROMOTION OR OTHER INDIVIDUAL GOALS.*

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### 3. YOUR OBLIGATIONS

3.1 You commit to attend scheduled coaching and mentoring sessions as booked.

3.1 Where you require a session or sessions be rescheduled, you must provide us with:

(a) At least one (1) working days prior written notice for sessions involving a single attendee;  
and

(b) at least three (3) working days prior written notice for group sessions.

3.2 Should we need to reschedule one or more sessions, we will use our reasonable endeavours to reschedule the session(s) at a mutually agreeable time with each of the participants and will endeavour to provide the notice as outlined above.

3.3 You acknowledge that we engage the services of a third party platform provider, Art of Mentoring, to provide our platform. As a condition of accessing and using the platform, you agree to comply with the Art of Mentoring's Terms of Acceptable Use, which are available at the following link: [aomapps.au/terms](https://aomapps.au/terms).

3.4 If you are an organisation that is engaging us to provide Services to your employees, contractors or other personnel (collectively, Representatives), you agree that you will be responsible for ensuring that the Representatives to whom we provide Services comply with these terms and conditions (as if each reference to 'you' in these terms and conditions were a reference to those Representatives), and you will be responsible and liable for any breach committed by them of these terms and conditions as if such breach were committed by you.

### 4. CANCELLATION

4.1 We will use best efforts to secure for you a suitable match with a mentor within 6 weeks of the program registration date deadline.

4.2 You may terminate your participation in the Mentoring Program by notice in writing to us in the following circumstances:

(a) if a suitable initial match cannot be made within that 6-week period, in which case we will provide you with a full refund of any Program Fees you have paid to us (except for any cancellation fees as referred to below, which will remain payable);

(b) at any time prior to being paired with a mentor, in which case we will provide you with a full refund of any Program Fees you have paid to us in this instance (except for any cancellation fees as referred to below, which will remain payable);

(c) if all of the following apply:

(i) you have been matched with a mentor in the Mentoring Program and have attended your first meeting with your matched mentor;

(ii) during the grace period of fourteen (14) days from the date of your first meeting with your matched mentor, you have contacted the Beaumont People Program Manager in writing to

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request a rematch (rematch request) because you consider that the initial match is unsatisfactory (following which we will commit to facilitating a rematch with one new mentor within 6 weeks from the date of your rematch request, however no further rematches will be made at your request);

- (iii) you remain unhappy with the rematch with the new mentor;
- (iv) you have notified the Beaumont People Program Manager of the issue in writing;
- (v) the issue has not been resolved within 14 days after you have provided such notification, in which case we will provide you with a full refund of any Program Fees you have paid to us (except for any cancellation fees as referred to below, which will remain payable);
- (d) if your matched mentor exits the Mentoring Program and is unable to continue providing mentoring services to you, and we fail to rematch you with a new mentor within 6 weeks from the date on which we receive written notice from the mentor that they have exited the Mentoring Program, in which case, if that happens:
  - (i) at any time up to (and including the date that is) 3 months following the matching publication date, you will receive a full refund of any fees you have paid (except for any cancellation fees, which will remain payable); or
  - (ii) at any time after 3 months following the matching publication date, you will receive a refund of 50% of the Program Fees payable (but you will remain liable to pay us the other 50% of the Program Fees payable as well as any applicable cancellation fees);
- (e) you provide notice of termination to us in any circumstances not listed above in this clause:
  - (i) at any time up to (and including the date that is) 3 months following the matching publication date, in which case we will provide you with a refund of 50% of the Program Fees payable (but you will remain liable to pay us the other 50% of the Program Fees payable as well as any applicable cancellation fees); or
  - (ii) at any time after 3 months following the matching publication date, in which case we will not provide you with any refund and you will remain liable to pay us the full Program Fees payable. You will not be entitled to any refund in these circumstances because, by this time of your participation in the Mentoring Program, we have committed significant resources to your participation in the Mentoring Program, including undertaking assessment and evaluation to match you with an appropriate mentor, arranging and hosting events and preparing and delivering content made available to you by us.

4.3 If you terminate your participation in the Mentoring Program, and we are required to provide you with a refund of all or any part of the fees payable in accordance with these terms and conditions: if (a) a strengths profile report has been completed, you will be required to pay us a cancellation fee of \$100 + GST for each report; and (b) if applicable, you will need to pay us a \$500 + GST cancellation fee for each 1:1 strengths coaching debrief. These comprise the cancellation fees for the purposes of these terms and conditions.

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4.4 These terms and conditions will apply for the duration of your participation in the Mentoring Program.

4.5 We may terminate your participation in the Mentoring Program and cease engaging with you by written notice to you with immediate effect if:

(a) you have committed a material breach of these terms and conditions and (where the breach is remediable) you have not remedied the breach within 5 business days of us notifying you of the breach;

(b) you have failed to pay any remaining portion of the Program Fees that is due and payable on the due date for payment and have not remedied the default within 5 business days of us notifying you of the default; or

(c) you are presumed to be insolvent under applicable laws,

in which case, if we provide such notice of termination:

(d) at any time up to (and including the date that is) 3 months following the matching publication date, you will be entitled to a 25% refund of the Program Fees payable (but you will remain liable to pay us the other 75% of the Program Fees payable as well as any applicable cancellation fees); or

(e) at any time after 3 months following the matching publication date, in which case we will not provide you with any refund and you will remain liable to pay us the full Program Fees payable. The same reasons for no refund being provided as described further above apply equally in this circumstance.

## 5. LIMITATION OF LIABILITY

5.1 Nothing in these terms and conditions limits or excludes Beaumont People's liability for a death or personal injury, fraud or fraudulent misrepresentation, or where liability cannot be excluded by applicable laws, in respect of the performance or the provision of our Services.

5.2 Subject to clause 5.1, each party excludes any and all liability to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this agreement, including loss of profits, loss of sales or business, loss of production, loss of agreements or contracts, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill, loss of reputation; or loss of use or corruption of software, data or information.

## 6. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIALS

6.1 Any information that we supply to you whether written or verbal is Confidential Information and should not be disclosed to any other third party without our express written consent.

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6.2 The ownership of all Beaumont Materials remains with Beaumont People, and any Mentor Materials provided to you by a mentor during the Mentoring Program remain the property of that mentor.

6.3 Beaumont People exclusively reserves the right to use or reproduce the Beaumont Materials.

6.4 Should an individual wishes to use or reproduce any Beaumont Materials provided by Beaumont People or used in conjunction with delivering the Services, the individual agrees to seek permission from Beaumont People prior to use or reproduction.

6.5 To the extent that we provide any Beaumont Materials to you and grant you permission to use or reproduce them, unless otherwise expressly agreed by us in writing, you acknowledge and agree that we grant you a revocable non-exclusive licence to use and reproduce those Beaumont Materials solely for the purposes of your participation in the Mentoring Program, and that such licence will automatically terminate upon the conclusion of your participation in the Mentoring Program.

## **7. PAYMENT OF FEES**

### **7.1 Program Fees**

You agree and acknowledge that:

- (a) the Program Fees are payable as consideration for the supply of Services to you; and
- (b) unless otherwise agreed, fees for our Services will be agreed in advance of the commencement of the Services.

### **7.2 Terms of payment**

- (a) The total Program Fees become payable by you to us on or before the commencement of the Services, with the date of your payment being deemed to be the start date of the Services.
- (b) Unless the payment of the Program Fees is made in full, Beaumont People will not facilitate your registration with our online mentoring tool and any online assessments in respect of the Mentoring Program.
- (c) All fees payable under these Terms of Business are exclusive of GST.
- (d) GST will be added to the fee at the prevailing rate unless it is assessed to be GST exempt.

## **8. PRIVACY**

8.1 Beaumont People collects, uses and discloses your Personal Information in order to enable us to deliver these Services, which includes disclosing it to third parties, where such third parties are involved in the delivery of these Services or where your permission is provided. We

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may also use your Personal Information to inform you about our business services from time to time and in accordance with our Privacy Policy.

8.2 You agree that Beaumont People may use, collect and disclose Personal Information received, created or obtained in connection with your participation in the Mentoring Program in accordance with our Privacy Policy, which is available at the following link: [Privacy Policy](#)

### 9. GOVERNING LAW

These terms and conditions are governed by the laws of New South Wales. Each party submits to the exclusive jurisdiction of the courts of that state and courts with jurisdiction to hear appeals from those courts.

### 10. DEFINITIONS

#### In these terms and conditions:

**Beaumont Materials** means all Intellectual Property owned by or licensed to us, including any content, resources, materials, handouts and applications we have developed, or which have been developed on our behalf, for the purpose of providing the Services or otherwise in connection with the Mentoring Program.

**Confidential Information** means any and all information provided by our employees, agents, representatives or contractors to you about us, our business, the Mentoring Program, including the Beaumont Materials but excluding publicly available information (apart from information that becomes publicly available as a result of a breach of obligations of confidentiality).

**Intellectual Property** means any rights and or title in or related to any trademarks or copyright works, documents, films, computer programs or sound recordings, know-how or trade secrets

**Mentor Materials** means any content, resources, materials, intellectual property, handouts and applications solely prepared and developed by you (except to the extent that they include or contain Beaumont Materials).

**Mentoring Program** means the LEAD Mentoring and Professional Development Program.

**Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

**Program Fes** means all fees payable for the Services as agreed between you and us prior to the commencement of the Services (or as otherwise agreed in writing from time to time).

**Services** means all services provided by us to facilitate the Mentoring Program.