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### 1. PARTIES

- a. These Terms and associated Booking form part of the contract.
- b. The Definitions and Law section at the end of these terms. apply to this agreement.
- c. Our contract is set out in the Booking and these Terms of Business. Proposal documents that are specifically referred to in a Booking may become contractual terms. Proposals do not automatically form part of the contract.
- d. We will start work when you accept our Booking. You can accept by letting us know that you accept, or by asking us to start work. Once a Booking is agreed, any postponement or cancellation will be subject to these Terms.

### 2. SERVICES

- a. The scope and timetable for membership of The Manager’s Circle is based on a monthly payment, re-occurring to maintain your membership, on the monthly basis.
- b. The fee is set out in the Booking and payment.

### 3. BASIS OF AGREEMENT

- a. Our Services are provided on a ‘business-to-business’ basis. If you are using us for something personal (that is, as a consumer rather than related to your business), please let us know by email without delay.
- b. **Authority:** The person named in the Booking will be our main contact and has the authority to agree payments and tell us what work to do. We will not order any goods or services on your behalf unless it is authorised by that person.
- c. The Participant acknowledges they are responsible for their own physical, mental, and emotional wellbeing and their decisions, choices, actions and results.
- d. The Participant acknowledges that Services do not involve the diagnosis or treatment of mental disorders, are not a substitute for appropriate therapeutic interventions, and it is their responsibility to seek appropriate advice by legal, medical or other qualified professionals, if needed.
- e. The Trainer (s) / Coach(es), Mentor (s) and guest expert speakers will be identified by TA Barker Associates and notified in the membership group platform (Facebook).

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- f. **Associates:** We may propose the use of associates if we think it is appropriate to the requirements of The Manager’s Circle (TMC) We will tell you of who we intend to use in the group platform.
- g. **Insurance:** If we carry professional indemnity insurance, details available on request. If you wish us to take out insurance or additional insurance, we are happy to do so if you agree to pay the additional cost. Normally this is an annual cost, and it may not be possible to refund the charge if you do not use us for the exact year that our insurance runs. You can ask us for a copy of our current certificates of cover and policy terms.

### 4. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. We will use our reasonable endeavours to deliver Services according to the timetable for the month described on the group platform. You should ensure that Participants provide us in good time with information we request and do the work they agree to do on time. If they do not, we reserve the right to reschedule Services, make alternative arrangements within the group platform. We are not liable for any consequential cancellation and rebooking costs.
- b. You may not send a substitute to any sessions without explicit written agreement in advance from TA Barker Associates. If Participants simply do not show up, they will be resources and / or video material to access in the group platform.
- c. Our Trainer (s) / Coach(es), Mentor (s) and guest expert speakers will normally be available for the time specified for a Session. They may not be able to accommodate staying later.

### 5. FEES, PAYMENTS AND EXPENSES

- a. Fees and expenses are chargeable in accordance with the Booking. Where applicable VAT will be included charged at the appropriate rate
- b. Additional work outside the scope of published membership monthly programme will be charged at our normal hourly rates and will require advance agreement and a Booking.
- c. **Cancellations:** you have the right to cancel at any time, if you cancel your membership part way through a month, no additional refund will be provided, your access will remain in place until the first calendar day of the following month, following the month in which you cancelled your membership.
- d. The fee for the Booking is due upon confirmation of your sign up and membership Booking.
- e. If you do not pay by the due dates, we may suspend membership until payment is made.

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- f. Booking fees should be paid in pounds sterling in England. Payments must be made net of transaction and currency fees.
- g. We reserve the right to charge interest on overdue amounts at the rate set out in the Booking, or where no mention is made in the Booking at the rate of 2.22% per month (equivalent to unauthorised overdraft rate from the bank). Your subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.
- h. Any time and expenses incurred in responding to your requests to audit data for GDPR compliance or complying with an external body’s legal requirements to disclose information or submit to audit may result in charges at our normal hourly rate for the work incurred. Our reporting for professional supervision is done at our own expense.
- i. This is a business-to-business arrangement. Our workers’ holiday is our responsibility. We shall keep records of our workers’ leave for inspection by HMRC or any other enforcing body.
- j. We shall deduct and pay over to HMRC any tax and national insurance that may be required under any tax obligation imposed on us. If you are involved in a dispute with HMRC over who should be paying such tax, we will produce the relevant receipts and paperwork to help you reduce or resist the demand.

### 6. OWNERSHIP OF WORK/COPYRIGHT ASSIGNMENT

- a. Rights in all Materials produced by us are and shall remain our absolute property. You may use Materials only for the specific Sessions covered by the membership and for Participants' private use to support the learning from those Sessions. You will ensure our copyright claim appears on all Materials and use your best endeavours to ensure that Participants do not disclose or use the Materials without our permission for any other purpose.
- b. If you want you or your Participants to have additional rights to disclose or use Materials, you must ensure that appropriate provisions are added to the Booking. This will usually cost extra. No rights to use Materials whatsoever are granted unless and until fees and expenses and all other charges due have been fully paid.
- c. You will indemnify us against all costs, expenses and damages if a claim is made against us that our use of Materials provided by you breaches any third-party Rights.
- d. We will use Materials that we have the rights to use. This may include third party material. You must ensure that our Rights and those of our third-party suppliers are respected.
- e. Neither you nor your Participants have the right to re-use any part of any Materials on any other occasion of training, coaching or mentoring within

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your organisation, nor to disclose those Materials to individuals who were not Participants in the Sessions, nor to authorise any other person, firm or organisation (including your associated companies or firms and subsidiaries) to use those Materials. If you want to do any of these things, you need our written consent.

- f. You may only photograph, record, or video any session or part if this is agreed in advance with TA Barker Associates. If recording is agreed, the content delivered by us that is captured by you or on your behalf will remain our absolute copyright and its use may be subject to a repeat fee or license fee.

### 7. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your membership that is not going as you want, or if you have any query or complaint, speak to us straight away.
- b. **Health and Safety:** When working at our own premises, we are responsible for our own health and safety.
- c. **Group working:** When you are participating in group working you must abide by the group rules and treat everything in the group as confidential information. You must treat your fellow group members with respect and give them the space to express themselves without worrying that you will judge them or prevent them from speaking.

### 8. INFORMATION

- a. Any promotional material, pictures, or biographies you may not use it for any other purpose unless expressly authorised.
- b. **Your information and our confidentiality:** You may need to share Confidential Information with us. It may be business information or information about individuals (which is also covered in Clause 9 below). We will only use or disclose Confidential Information that you send us so as to perform the Services set out in the Booking or where we need to disclose it for legal, insurance or our supervisory body's purposes. We may keep some Confidential Information to keep a record of what we did for you.
- c. **Documents and information:** We will need to agree a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We do not agree to be liable for data that is not securely transmitted to us.
- d. **Passwords:** Any passwords you give for your login to the membership site are for your exclusive use and the security is your responsibility. Please do not share this access with any other individual. If agreed in advance we will provide additional passwords and access if additional members of your team are authorised to use our membership site.

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**9. DATA PROTECTION AND GDPR**

- a. We will process your own Personal Data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found on our website.
- b. If you want us to access or use personal data about someone other than you (3rd party data), you must complete the appropriate Data Processing Form, copy available on request.
- c. We will process Participant and Team Member Personal Data (“3rd Party Data”) on your behalf only in response to your written instructions (which may be in the Booking, Data Processing Form, or in separate emails or documents) except where we are required by law to do so or in compliance with our insurers' or our supervisory body's requirements.
- d. We are subject to a duty of confidence (see Clause 8d, and Clause 3d (in relation to our associates)). Information disclosed by Participants shall remain confidential to Participants and content of Sessions shall remain confidential between the participants and coach. The date of Sessions and their duration and attendance shall be disclosable to the client.
- e. We will take appropriate measures to ensure the security of our Processing of your 3<sup>rd</sup> Party Data.
- f. We will assist you in allowing 3rd parties to exercise any of their GDPR rights (including subject access). This will result in additional time-related charges (see Clause 5).
- g. We will apply any additional security measures you set out in your written instructions for protecting and securing your data.
- h. We will email you if we become aware of a Personal Data Breach. We will assist you in your investigations in establishing how this occurred. We will assist you, as you may reasonably require, in meeting your GDPR obligations in relation to the security of Processing, the notification of Personal Data Breaches and data protection impact assessments. This will result in additional time-related charges (see Clause 5).
- i. If you ask in writing, we will delete or return all 3rd Party Data supplied by you, except where we are required to retain it for legal, insurance or our supervisory body's purposes. This will result in additional time-related charges (see Clause 5).
- j. We will delete all 3rd Party Data from systems within our control within six months of the end of the Booking without returning copies to you. We will still retain information required for legal, insurance or our supervisory body’s purpose in accordance with our data privacy policy and data retention periods.
- k. You may audit and inspect how we handle your 3rd Party Data. We will provide you with whatever information you need to ensure that the data

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processing obligations under GDPR Article 28 are being met; this will result in additional time-related charges (see Clause 5).

- l. We will tell you immediately if we believe we are asked to do something infringing the GDPR or other data protection law of the EU or a member state. We are not legal experts and it is up to you to take appropriate legal advice on how to comply with GDPR rules and regulations.
- m. If you have instructed us to do something we believe is not within the law, we reserve the right to take advice from the Information Commissioner’s help line and to act in accordance with their indications or advice.
- n. It is your responsibility at all times to specify suitably secure platforms and processes and to share data with us in a secure way.

### 10. RESTRICTION AND LIMITATION

- a. You may be working with our associates and employees who support us. They are all under contractual terms that prohibit them from working directly for our clients for a period after they work for you. If you genuinely want one of our team to work directly for you, we would consider releasing them from their contractual obligations for a suitable fee representing the all-in cost of locating, recruiting and training a substitute and our loss of profit during this period.
- b. **Force majeure:** We will not be liable for failure to provide Services where it is not reasonably practicable to do so due to circumstances beyond our control. This will include where the Trainer/Coach is taken ill or has a family crisis in their immediate family. This will also include when the British Foreign Office advises nationals not to travel where the Session is due to take place. We will do our best to suggest alternative arrangements, offer a suitably qualified substitute, create a virtual Session or find alternative dates.
- c. **Indemnity:** You will indemnify us against any fines, costs, expenses, losses or other harm that comes to us from following any unlawful instruction or instruction to act in an unlawful way that was given by you.
- d. **Limitation of liability:** We have quoted you a fee based on these Terms and the level of insurance cover we carry as set out in the Booking.
- e. There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of Services or relating to the supply of products or Services.
- f. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

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- g. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the Services which gives rise to such liability.
- h. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.

**11. TERMINATION**

- a. Termination of your membership shall not affect rights and obligations already accrued prior to termination, and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

**12. DEFINITIONS AND LAW**

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

"Booking"	an agreement that we will supply Services on specified occasions and/or with a specified outcome as set out in a Booking Form or in a formal proposal.
"Clause"	a numbered clause of this Agreement.
"Coach/Trainer/Mentor"	the individual delivering the coaching/training/mentoring or other Services described in the Booking.
"Confidential Information"	<p>all information:</p> <ul style="list-style-type: none"> <li>- that we discover because of or through our connection with you; and</li> <li>- which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).</li> </ul>

However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

"Data Processing Form"	the Form completed by you setting out the framework of the processing of personal and other data required by the Booking.
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“including”	the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
"Materials"	means written, audio and visual materials used or produced in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes.
"Participant"	means any individual invited to attend or attending a Session, one of our programmes or given access to Materials, including your employees or other contractors.
“Personal Data”	information about identifiable living individuals.
“Personal Data Breach”	breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to, or other unauthorised Processing of Personal Data.
“Your Premises”	are your offices or sites or any venue arranged by you. This also includes venues arranged by us on your instructions.
“Processing”	when applied to Personal Data, the term ‘processing’ means any operation applied to the data, including collecting, organising, storing, altering, retrieving, using, sharing and deleting it or any part of it.
“Rights”	includes: <ul style="list-style-type: none"> <li>- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and</li> <li>- the right to apply for or register any such protection, and</li> <li>- all rights relating to trade secrets and other unpublished information.</li> </ul>
"Services"	the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
“Session”	a coaching session or series of sessions provided online, in person, individually or in groups.



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“3rd Party Data”	Personal Data about an individual other than you.
“Team Member”	any individual about whom information is shared with us as part of researching, organising, or delivering Services.
“You”	refers to the person, firm or organisation for whom Services will be performed by us.
“We” and “us”	refers to the person, firm or organisation agreeing to provide Services.

- b. **No waiver:** If we or you delay or fail to enforce any term of a Booking or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision of a Booking or these Terms is unenforceable, words shall be struck out to the minimum extent necessary to make the provision enforceable and this shall not affect the enforceability of the other provisions of our contract.
- d. **Law and jurisdiction:** All our contracts are governed by English law and subject to the exclusive jurisdiction of the English courts.