

# Referral Fee Agreement



International Regulator of Coaching and Mentoring CIC

# REFERRAL AGREEMENT

**International Regulator of Coaching and Mentoring CIC**, a community interest company incorporated under the UK Companies Act with registered number 07861572 and having its office at Watcombe Priors Lodge, Teignmouth Road, Torquay, Devon TQ1 4SQ, United Kingdom. (hereinafter referred to as the "IRCM")

and

**Organisation Name \***

**Organisation Type <sup>1</sup>**

Registered Office Address

(hereinafter referred to as the "Referrer")

WHEREAS IRCM wishes to benefit from referrals and the "Referrer" has agreed to provide referral services to IRCM on the following terms and conditions.

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**1** *Please select the relevant option:*

Professional Body - Registered with the IRCM

Professional Body - Accredited by the IRCM

Formal Education Body - Registered with the IRCM

Commercial Training Organisation - Registered with the IRCM

Commercial Organisation - Employer - Registered with the IRCM

Commercial Organisation - Employer - Accredited by the IRCM

Commercial Organisation - Agency - Registered with the IRCM

Commercial Organisation - Agency - Accredited by the IRCM

Commercial Organisation - Consultancy - Registered with the IRCM

Commercial Organisation - Consultancy - Accredited by the IRCM

Other (please add an explanation)

IT IS AGREED as follows:

## 1. ENGAGEMENT

1. IRCM shall engage the Referrer and the Referrer shall act on behalf of the IRCM on the terms and conditions set out in this Agreement.
2. Working closely with the IRCM's Account Manager, the "Referrer" will encourage the following to Register with the IRCM on the relevant Directory: <sup>2</sup>
3. The IRCM will provide the "Referrer" with relevant marketing materials at regular periods throughout the Term of this Agreement.

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<sup>2</sup>

**Professional Bodies:**

*Please select the relevant option or options:*

- Coaches
- Mentors
- Commercial Training Organisations
- Other (please add an explanation)

**Formal Education Bodies/Commercial Training Organisations:**

*Please select the relevant option or options:*

- students studying coaching
- students studying mentoring
- Qualified Coaches
- Qualified Mentors
- Other (please add an explanation)

**Commercial Organisations:**

*Please select the relevant option or options:*

- Coaches
- Mentors
- Other (please add an explanation)

4. The Referrer will appoint a main Point of Contact (hereinafter referred to as the "Point of Contact") as defined in Schedule B.
5. The Referrer and Point of Contact shall abide by the Referral Agreement which may be updated from time to time; and by all applicable laws relating to the performance of their services.
6. The relationship of the Referrer to IRCM will be that of an independent contractor and at no time will the Referrer hold themselves out as being an employee or agent of IRCM or any subsidiary company. The Referrer shall have no right or power to contract on behalf of IRCM or any subsidiary company or bind IRCM or any subsidiary company in any way in relation to third parties unless specifically authorised to do so by the Board of Directors of IRCM (hereinafter referred to as the "the Board") in writing.
7. The Referrer will not during the agreement undertake any additional engagements which may lead to a conflict of interest between the Referrer and the best interests of IRCM or any subsidiary company and shall not accept any employment or engagement which is similar to or in any way competitive with any business of IRCM or any subsidiary company without the prior written consent of the Board.
8. Except at such times as the Point of Contact may be prevented by illness or injury, the Referrer shall appoint a stand-in Point of Contact and commit to the required process.
9. Neither IRCM nor the Referrer shall be entitled to assign this Agreement or any of their rights and obligations hereunder without the prior written consent of the other.

## 2. TERM

1. The Referrer's engagement shall commence on the **Effective Date**.
2. The Referrer's engagement shall continue (subject to the terms of this agreement) until terminated by either party as per Clause 6.

### 3. ROLE AND DUTIES

1. The role to be carried out by the Referrer is as Clause 1.2 above.
2. The duties of the Point of Contact is to follow the referral process <sup>3</sup> as discussed with and agreed with the IRCM's Account Manager as documented on Schedule B.
3. The Point of Contact shall communicate with the IRCM's Account Manager on a regular basis.
4. In relation to holidays, within a reasonable period before the departure date, the Point of Contact will notify the IRCM's Account Manager of the dates of their holiday.
5. In the event that the Point of Contact is prevented from performing his/her duties as a result of illness or injury, the Referrer shall appoint a stand-in Point of Contact until the original Point of Contact is able to return to their duties.
6. Where the original Point of Contact is unable to return to their duties, the Referrer, Schedule B will be updated with the new Point of Contact details.

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<sup>3</sup>

The IRCM's Account Manager will provide the Point of Contact with the relevant material at least once a month for inclusion in the Referrer's newsletters and/or emails to their referees (cross-reference point 1.2) and any other support reasonably requested.

## 4. REMUNERATION

1. The Parties agree that the Referrer will receive a commission per referral as set out in Schedule A.
2. The Parties agree that the IRCM will provide a report to the Referrer at the end of each calendar month detailing the Referrals received within that calendar month. The Parties will note the terms of the Refunds Policy - <https://ircmcic.org/policies/>.
3. The Parties agree that the means of payment is <sup>4</sup>.
4. Payments will be made through a bank transfer unless otherwise agreed.
5. The Referrer shall be responsible for all tax liabilities, any other form of taxation or social security costs or similar contributions in respect of Referrer remuneration; and the Referrer shall indemnify the IRCM in respect of any such payments should any such liability arise in relation to their remuneration or expenses under this Agreement.

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### **4 Professional Bodies or Commercial Organisations:**

*Please select the relevant option or options:*

- Monies held on account to pay the Professional Bodies/Commercial Organisations annual renewal fees.
- Monies held on account to pay the Professional Bodies/Commercial Organisations Accreditation application and/or renewals fees.
- All Referral Fees will be paid quarterly in arrears – March, June, September, December.
- The balance of Referral Fees will be paid quarterly in arrears – March, June, September, December - after the monies are held on account to pay the renewal fees.

### **Formal Education Bodies or Commercial Training Organisations:**

*Please select the relevant option or options:*

- Monies held on account to pay the Referrers annual renewal fees.
- All Referral Fees will be paid quarterly in arrears – March, June, September, December.
- The balance of Referral Fees will be paid quarterly in arrears – March, June, September, December - after the monies are held on account to pay the renewal fees.

## **5. LIABILITY**

1. The Referrer shall, exercise all reasonable skill, care and attention in all matters and shall indemnify IRCM or any subsidiary company from any and all costs, claims, liabilities and expenses incurred in respect of the Referrer's performance or non-performance of their duties.
2. Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one party's negligence or breach.



## **6. TERMINATION**

1. This agreement will be terminated immediately in the case where one of the Parties breaches this Agreement.
2. This agreement may be terminated by either party giving to the other not less than 30 (thirty) days' notice in writing.
3. This agreement will be terminated on the non-renewal of the Referrer's Directory Registration. This agreement may be renewed should the Referrer apply for re-Registration on the IRCM's Directory.

## 7. CONFIDENTIALITY

1. The Referrer shall at all times keep secret and confidential all information relating to IRCM or that of any of its subsidiaries.
2. Any information may be disclosed to any governmental or other authority or regulatory body or to such extent as is necessary for the purposes contemplated by this Agreement or as is required by law and subject in each case to the disclosing party using all reasonable endeavours to ensure that the person in receipt of the information keeps the same confidential and does not use the same except for the purposes for which the disclosure was made.
3. Any party may use any information for any purpose or disclose it to any other person to the extent that:
  1. it is at the date hereof or hereafter becomes public knowledge through no fault of that using or disclosing party, provided that in doing so there shall be no disclosure of any information which is not public knowledge; or
  2. it can be shown to the reasonable satisfaction of the other parties to have been known to the disclosing party prior to its being disclosed by one of the other parties to the disclosing party.
4. The parties shall take all reasonable steps to ensure that there is no publicity relating to this Agreement or the services or the Appendices without the prior written consent of the other parties.
5. The parties shall comply with all relevant provisions of the Data Protection Act 1998 and the Data Protection Act 2018.
6. The Referrer shall, on termination of this Agreement for any reason whatever, forthwith deliver up to IRCM all tangible materials relating to the matters specified in Clause 1, and shall in addition, if so requested by IRCM, disclose to and inform IRCM to the fullest extent of all information, calculations, data, technology and know-how of any description known to the

Referrer in any way relating to or in connection with such matters and their current state or future proposals or development to enable the same to be continued or developed to their fullest extent.

7. The Referrer will not be entitled to use any information provided to him/her even after the conclusion of the Agreement for a period of five years.
8. This section will remain in force regardless of the fact in case the Agreement is terminated.

## **8. INTELLECTUAL PROPERTY**

1. The Referrer is not to use any intellectual property provided to him/her by the IRCM without the written consent of the IRCM.
2. The Referrer is not to use the IRCM's information for advertisements or any other promotional activity without the IRCM's written consent.

## **9. DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to negotiation in accordance with, and subject to the laws of England.

## **10. NOTICES**

1. Any notice required or permitted to be given or served under this Agreement shall be in writing and may be served by either party by email to the email address stated in this agreement or provided subsequently.
2. Any such notice shall be deemed to have been served if emailed to the last provided email address.

## **11. WAIVERS AND REMEDIES**

1. The rights of each party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.
2. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such in writing and signed by both parties.
3. Any delay in exercising or non-exercise of any right is not a waiver of that right.
4. Any remedy or right conferred upon the parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

## **12. SEVERABILITY**

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties.

### **14. AMENDMENTS**

The Parties agree that any amendments made to this Agreement, including amendments made to Schedule A or Schedule B, must be in writing where they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

### **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be interpreted construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

SIGNED for and on behalf of IRCM by the **Business Development Director**.

It is confirmed that this agreement is signed on behalf of the IRCM as soon as the Referrer signs this agreement electronically.

[communication@ircmcic.org](mailto:communication@ircmcic.org)

<https://ircmcic.org/>

SIGNED at <sup>5</sup>

SIGNED for and on behalf of **Organisation Name** \*:

Referrer representative name

Referrer representative position in the Organisation

Referrer representative email address

Signed on **date**.

(herein referred to as the "Effective Date")

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<sup>5</sup> Location = city, county/state, country

# SCHEDULE A

## Membership Discount <sup>6</sup>

- Coaches and Mentors
  - Registered with the IRCM = 10%
  - Accredited by the IRCM = 15%
- Commercial Training Organisations
  - Registered with the IRCM = 10%
  - Accredited by the IRCM = 15%
- Others:
  - Registered with the IRCM  
= 10% of fee as published at the time

## Referral Fees <sup>6</sup>

- Coaches and Mentors:
  - Registered with the IRCM = 10% \*
  - Accredited by the IRCM = 15% \*
- Commercial Training Organisations:
  - Registered with the IRCM = 10% \*
  - Accredited by the IRCM = 15% \*
- Others = 10% \*

\* of the discounted fee

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- <sup>6</sup> - The discounts are based on the standard Initial Application and Renewal Fees.
- The Coach, Mentor, and Commercial Training Organisations discount is available to the members of **Professional Bodies** that are Registered with or Accredited by the IRCM.
  - The Coach and Mentor discount is available to the Coaches and/or Mentors of **Commercial Organisations** that are Registered with or Accredited by the IRCM.
  - The Coach and Mentor discount is available to the current and past students of **Formal Education Bodies** or **Commercial Training Organisations** that are Registered with the IRCM.
  - Unless otherwise agreed.



## SCHEDULE B

### IRCM Account Manager:

- Name: Duncan McLaughlin
- Position: Business Development Director
- Email address: [.....@ircmcic.org](mailto:.....@ircmcic.org)
- Phone number:

### Referrer main point of contact: <sup>7</sup>

- Name:
- Position:
- Email address:
- Phone number:

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<sup>7</sup> As entered by the Referrer Representative on the agreement form.

# *Who is the International Regulator of Coaching and Mentoring CIC?*

**The International Regulator of Coaching and Mentoring CIC (IRCM) is the UK Government approved Regulator for the Coaching and Mentoring Industry.**

**As a Regulator,  
the remit and vision of the IRCM is to protect the industry:  
Coaches, Mentors, Education/Training, and Coaching/Mentoring organisations.**

**As a Community Interest Company,  
the remit and vision of the IRCM is to protect the consumer:  
Customers, Clients, Students, Members.**

**<https://ircmcic.org/>**

**Find Out More:**

**<https://ircmcic.org/stand-out-from-the-crowd-001/>**

**International Regulator of Coaching and Mentoring CIC  
Community Interest Company  
Registered in England: 07861572**

**Registered Office:**

**Watcombe Priors Lodge, Teignmouth Road, Torquay, Devon TQ1 4SQ, United Kingdom**