

## Small Business Coaching Agreement (General)

### Information you need to know

This Small Business Coaching Agreement (General) (**the Agreement**) is an agreement between you as a Participant in the Self-Employment Assistance program and the Department for the provision of Small Business Coaching (**Small Business Coaching**).

Once agreed by you and the Department, the Agreement is legally binding. It is important that you read everything in the Agreement and check that the details in the Schedule are correct before agreeing to it. If you physically sign the Agreement, your signature must be witnessed by a person aged 18 and over.

The [Glossary](#) sets out definitions of words used in this Agreement. Defined words are capitalised.

#### What can you expect from your Provider?

Your Provider will provide Business Mentoring and support to help you develop your Business throughout the duration of the Agreement.

You will receive Business Mentoring at least once every two months throughout the Period of Small Business Coaching. The first of these visits will be within the first month of your commencement in Small Business Coaching.

Your Provider will also contact you at least once a month while you are receiving Small Business Coaching to offer further support.

You are also entitled to reimbursement for up to \$300 from your Provider for the cost of eligible goods and services required for your Business, such as Business Insurance. NEIS Participants who transition to Self-Employment Assistance are not eligible for this reimbursement.

#### What is expected of you?

Throughout your Period of Small Business Coaching, you will need to meet the requirements specified in this Agreement. These include:

- operating your Business in accordance with your approved Business Plan,
- working the Required Hours in your Business,
- obtaining and maintaining Business Insurance,
- providing Financial Information to your Provider when required, and

- informing your Provider of relevant changes to your circumstances.

#### What can you expect from the Department?

The Department monitors Providers to ensure they are providing Small Business Coaching to Participants as agreed to between the Department and Providers.

If your access to Small Business Coaching has been suspended, and the reason for a suspension has been resolved, the Department may extend the end date of your Period of Small Business Coaching. Your Period of Small Business Coaching will be extended by no more than 13 weeks.

If the reason for your suspension is not resolved, your Agreement may be terminated, and the provision of Small Business Coaching may cease.

#### What happens if you do not meet the requirements of your Agreement?

If you do not meet the requirements of your Agreement, your access to Small Business Coaching may be suspended or terminated.

#### Complaints

Please raise any concerns about the services you are receiving initially with your Provider. If you are not satisfied with your Provider's response, you can contact the Department's National Customer Service Line on 1800 805 260 or via email ([nationalcustomerserviceline@dese.gov.au](mailto:nationalcustomerserviceline@dese.gov.au)).

#### Privacy Statement

The collection, use and disclosure of personal information is protected by law, including the *Privacy Act 1988* (Privacy Act). In the Workforce Australia Privacy Notification and Consent Form, we have provided you with important privacy information about the collection, use and disclosure of your personal information. You should ensure that you have read and understood this information.

More information is available from [dese.gov.au/privacy](https://dese.gov.au/privacy) or your Provider. Further information about the Privacy Act is available from the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).



## Small Business Coaching Agreement (General)

This Small Business Coaching Agreement (the **Agreement**) must be completed and agreed by the Participant and the Department before the Participant may access Small Business Coaching (either by physically signing the Agreement or entering into the Agreement in the Department's IT systems). All capitalised terms in this Agreement are defined terms in the Glossary.

This Agreement is made on the date on which it is executed by the Department is between the following parties:

- the Commonwealth of Australia (the **Commonwealth**) as represented by the Department of Education, Skills and Employment ABN 12 862 898 150 (the **Department**)

the Participant, whose name is set out in the Schedule to this Agreement (referred to in this Agreement as '**you**' or '**your**')

(and together '**the Parties**')

The Parties agree as follows:

### Section 1 – Requirements regarding participating in Small Business Coaching

#### Eligibility

1. You agree that you are Eligible for Small Business Coaching only if:
  - a. you comply with all terms of this Agreement;
  - b. in your Provider's opinion your Business is on track to be Operating Commercially by the conclusion of your Period of Small Business Coaching;
  - c. you are at least 18 years old;
  - d. in the Department's view, you work the Required Hours in your Business and do not undertake activities which will prevent you from working the Required Hours in your Business;
  - e. you are not prohibited by law from working in Australia;
  - f. you are not an overseas visitor on a working holiday visa or an overseas student studying in Australia;
  - g. you have not received any assistance under a Small Business Coaching Agreement in the past year;
  - h. you are not an undischarged bankrupt; and
  - i. you meet any other eligibility criteria as set out by the Department and notified to you.
2. You must remain Eligible for Small Business Coaching to continue accessing Small Business Coaching.
3. You must advise the Department immediately if you are unable to comply with any of the terms of this Agreement.

#### Termination of NEIS Agreement for Transitioned NEIS Participants

4. Clause 5 applies only if you are a NEIS Transitioned Participant.
5. As a NEIS Transitioned Participant, you agree that:
  - a. on and from the Commencement Date, your NEIS Participant Agreement with the Department is terminated;
  - b. the Department is not liable for any costs associated with the termination of your NEIS Participant Agreement; and
  - c. your ongoing participation in Self-Employment Assistance is on the terms of this Agreement.

## Operating your Business

6. You must operate the Business in accordance with your Business Plan. Your Business Plan may be varied in writing at any time with the written agreement of your Provider.
7. Your Business must have been established in Australia and must be located and operated solely within Australia.
8. You must obtain and maintain Business Insurance for the Period of Small Business Coaching, and, when requested, supply your Provider or the Department with written evidence of your Business Insurance. This evidence may include:
  - a. a certificate of currency issued in the relevant Financial Quarter;
  - b. proof of payment of the first month's premium of a 12-month insurance policy or proof of monthly payments; or
  - c. a Statutory Declaration that your Business Insurance is current. A Statutory Declaration is only appropriate if a certificate of currency for a 12-month insurance policy was provided at the initial visit.
9. You must not operate your Business in a way that brings Self-Employment Assistance, the Provider or the Commonwealth into disrepute. Your Business must:
  - a. be capable of withstanding public scrutiny;
  - b. comply with relevant Australian, local, state and territory government regulations;
  - c. be lawful; and
  - d. be operated under appropriate qualifications (where relevant).
10. You must hold and maintain a Controlling Interest in your Business for the duration of the Period of Small Business Coaching.
11. You must not, without the Provider's prior approval, operate your Business with other Self-Employment Assistance Participants or other business partners whose names are not set out in the Schedule.

## Business Mentoring

12. You must actively participate in all the Business Mentoring provided by the Provider at least once in every two-month period throughout your Period of Small Business Coaching.

## Communication with the Provider and/or the Department

13. You must be available for contact by your Provider and the Department at all reasonable times and respond appropriately and promptly to contact by your Provider or the Department. If you do not respond within three Business Days of your Provider's first attempt at contact, you will be suspended from Small Business Coaching.
14. When requested, you must provide your Business Records to your Provider or the Department for the purpose of monitoring and evaluation, on the understanding that such information will be treated as confidential.

## Compliance with laws and government policies

15. You must comply with all laws when operating your Business and carrying out your obligations under this Agreement.
16. You must comply with any Commonwealth policies notified to you by the Department in writing.

## Medical capacity to operate your Business

17. You acknowledge and confirm that you are medically fit, capable and able to perform the duties and obligations associated with operating your Business.
18. You must advise your Provider immediately if you cease to be medically fit, capable and able to perform the duties and obligations associated with operating your Business.
19. You agree that the Department is not liable for any injury, illness, disease, disorder or exacerbations of pre-existing conditions you may suffer resulting from your conduct of your Business or your participation in Small Business Coaching.

## Changes to your circumstances

20. During the Period of Small Business Coaching, you must notify your Provider in writing immediately of any

relevant change in your circumstances and no later than five Business Days of the change occurring.

21. Relevant changes of circumstances for the purposes of clause 20 include:
- a. if your Business ceases operating;
  - b. change of Business operations or personal circumstances, for example, change due to you suffering from injury or illness, you resuming employment or study, an intention on your part to relocate the Business, or any other event which:
    - (i) is likely to affect whether the Business is on track to be Operating Commercially;
    - (ii) is likely to affect the safe operation of your Business; and/or
    - (iii) may affect your eligibility to continue accessing Small Business Coaching (for example, if you are prevented from working the Required Hours in the Business);
  - c. change that could affect your Controlling Interest of the Business including where the Business is controlled collectively by a number of participants, changes to:
    - (i) the voting rights of the partners, members or shareholders;
    - (ii) the number of partners, members or shareholders; or
    - (iii) the partnership, cooperative or company, which operates the Business;
  - d. undertaking any overseas travel during the Period of Small Business Coaching, where this travel is not in the Business Plan or has not been approved in writing by the Provider;
  - e. change in your Business or residential address, phone number or Business or personal email address;
  - f. change of your name or your Business' name;
  - g. change of your Business's operating hours;
  - h. change to, or expiry of, your Business Insurance coverage; and
  - i. any other change in circumstances that may affect your entitlement to Small Business Coaching.

## **Section 2 – Requirements regarding your Business' Financial Information**

### **Submitting Quarterly Reports and Financial Information**

22. Subject to clause 23 you must submit a completed Quarterly Report to your Provider within 10 Business Days after the end of each Financial Quarter (or at any time as requested by the Department or your Provider).
23. If the Commencement Date is less than four weeks before the end of a Financial Quarter, you are not required to provide a completed Quarterly Report in accordance with clause 22 for that Financial Quarter.
24. Where requested, you must, at any time during the Period of Small Business Coaching, fully assist your Provider and the Department to assess whether your Business is on track to be Operating Commercially by the conclusion of your Period of Small Business Coaching. This may include the provision of additional Financial Information. It may also include any documentary evidence requested by the Department to confirm the accuracy of the Financial Information that you have provided.

## **Section 3 - Provisions about administration of this Agreement**

### **Term of this Agreement**

25. This Agreement takes effect from the Commencement Date and, unless terminated earlier, expires at the end date of the Period of Small Business Coaching.

### **Remedies and termination for default**

26. Without limiting the Department's rights under this Agreement or at law, if:
- a. you fail to rectify a breach, or pattern of breaches, of this Agreement as determined by the Department, to the Department's satisfaction within 10 Business Days of receiving a notice from the Department to do so, or such other period specified by the Department;
  - b. you fail to fulfil, or are in breach of, any of your obligations under this Agreement that are not capable of being rectified, as determined by the Department;
  - c. your performance of any of your obligations under this Agreement is less than satisfactory to

- the Department,
- the Department may, at its absolute discretion, by giving notice to you,
- d. suspend the Small Business Coaching that would otherwise have been provided to you;
  - e. terminate this Agreement in whole or in part.

### **Termination with costs**

27. The Department may terminate this Agreement in whole or in part at any time by notice to you, without prejudice to the rights, liabilities or obligations of either party accruing prior to the date of termination. If this Agreement is terminated in whole or in part, the Department will only be liable for any reasonable, unavoidable costs incurred by you and directly related to the termination or partial termination of this Agreement.
28. Upon receipt of notice of termination in whole or in part, you must immediately do everything reasonably possible to mitigate all losses, costs and expenses arising from the termination.
29. The Department will not be liable:
  - a. to pay compensation for loss of potential profits resulting from a termination; and
  - b. for the loss of any benefits that would have been payable to you had a termination made under clause 27 not occurred.
30. If the Department terminates this Agreement under clause 27 the Department's action will not constitute a breach of this Agreement.

### **Indemnity and exclusion of liability**

31. You must indemnify the Commonwealth against any Loss arising from or in connection with:
  - a. any claim or action in connection with the operation of your Business; and
  - b. any act or omission by you or your business partners, employees, agents or subcontractors in connection with this Agreement where there was fault on the part of the entity whose conduct gave rise to the Loss.
32. Your liability to indemnify the Commonwealth under this clause 31 will be reduced proportionally to the extent that the Commonwealth contributed to the Loss.
33. You agree that the Commonwealth is not liable to you for any Loss arising from or in connection with:
  - a. your receipt of Self-Employment Assistance; and
  - b. any bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death or exacerbations of pre-existing conditions you may suffer resulting from your participation in Self-Employment Assistance.
34. Clauses 31, 32 and 33 survive the termination or expiry of this Agreement.

### **Negation of employment, partnership and agency**

35. You:
  - a. must not represent yourself and must ensure that your employees, business partners, agents and subcontractors do not represent themselves as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth; and
  - b. agree that you are not, by virtue of this Agreement or for any purpose, deemed to be an employee, partner or agent of the Commonwealth, or have any power or authority to bind or represent the Commonwealth.

### **Waiver**

36. If the Department does not exercise (or delays in exercising) any rights under this Agreement, that failure or delay does not operate as a waiver of those rights.
37. A single or partial exercise by the Department of any of its rights does not prevent the further exercise of any right.
38. Waiver of any provision of, or right under, this Agreement by the Department:
  - a. must be in writing and signed by the Department; and
  - b. is effective only to the extent set out in the written waiver.

## Glossary

In this Agreement, unless the contrary intention appears:

**'Agreement'** means this agreement, as varied or extended by the parties from time to time, and includes the Schedule;

**'Business'** means your business, the details of which are set out in the Schedule to this Agreement, and which is operated in accordance with your Business Plan;

**'Business Insurance'** means appropriate business insurance cover as described in your Business Plan that has been taken out by you for the Period of Small Business Coaching;

**'Business Mentoring'** means support that is to be provided to you during the Period of Small Business Coaching by your Provider. This may include business advice about organisational, financial and marketing issues, and referral to specialist business professionals for additional advice and assistance (the cost of which is met by you);

**'Business Plan'** means the plan for your Business that is approved by the Provider and sets out, at a minimum, how the Business will operate, details of the Business Insurance and a forecast of the cash flow each Financial Quarter;

**'Business Day'** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place;

**'Business Records'** means all records created by you or on your behalf for the purpose of establishing and conducting your Business;

**'Commencement Date'** means:

- for NEIS Transitioned Participants, 1 July 2022; and
- for Participants who are not NEIS Transitioned Participants, the date on which this Agreement is executed by the Department;

**'Commonwealth'** means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia;

**'Controlling Interest'** means, as determined by your Provider, that you:

- have control over your Business and its operations including that you are in a position to assert 'managerial control' over the direction of the Business:
  - where other approved Self-Employment Assistance Participants are named in the Schedule; and
  - where other approved Self-Employment Assistance Participants are named in the Schedule, your interest in the Business is greater than or equal to the interests of other approved people not participating in Self-Employment Assistance named in the Schedule (for example as a partnership, cooperative or company).

**'Department'** means the Commonwealth Department of Education, Skills and Employment or such other agency or department that may administer this Agreement on behalf of the Commonwealth from time to time, and where the context so admits, includes the Commonwealth's relevant officers, delegates, employees and agents;

**'Eligible for Small Business Coaching'** means that you are eligible for Small Business Coaching as specified in clause 1, as determined by the Department;

**'Financial Information'** includes the following information: cash inflows and outflows for your Business for a Financial Quarter, the Business Plan projection of cash inflow and outflow for a Financial Quarter, closing cash balance for your Business at the end of a Financial Quarter, balance of debtors and creditors to the Business for a Financial Quarter, and any other information specified in the Quarterly Report;

**'Financial Quarter'** means any of the following periods in a calendar year:

- 1 July to 30 September;
- 1 October to 31 December;
- 1 January to 31 March; or

- 1 April to 30 June;

**'JobSeeker Payment'** means the payment as described in the *Social Security Act 1991* (Cth);

**'Loss'** means any liability, loss, damage, cost and/or expenses (including legal costs on a full indemnity basis) incurred or suffered;

**'New Business Assistance with NEIS'** or **'NEIS'** means the Commonwealth program of that name, and formerly known as the New Enterprise Incentive Scheme, administered by the Department;

**'NEIS Participant'** means an individual who is party to a NEIS Participant Agreement;

**'NEIS Participant Agreement'** means an agreement, in a form prescribed by the Department entered into between a NEIS Participant and the Department in relation to the NEIS Participant's participation in NEIS;

**'NEIS Transitioned Participant'** means an individual identified by the Department's IT systems as having transitioned to Self-Employment Assistance from the New Business Assistance with NEIS program;

**'Operating Commercially'** means your Business provides you with a net income at least equal to the JobSeeker Payment rate (single, 22 or over, no children rate), or such other rate as notified by the Department in writing at any time;

**'Participant'** means a person identified as a 'Participant' by the Department;

**'Provider'** means the entity who will provide Small Business Coaching to you and whose details are shown in the Schedule;

**'Period of Small Business Coaching'** means 52 weeks from the Commencement Date (or as otherwise extended or reduced by the Department), not inclusive of any period during which this Agreement has been suspended in accordance with clause 26.d;

**'Quarterly Report'** means the name of the form developed by the Department to allow the Participant to report their Financial Information and External Income;

**'Required Hours'** means the minimum hours per week, as set out in your Business Plan, that you must work in your Business;

**'Schedule'** means the schedule to this Agreement;

**'Self-Employment Assistance'** means the Commonwealth program of that name, administered by the Department which, for legal purposes, is known as the New Enterprise Incentive Scheme;

**'Small Business Coaching'** means the assistance that is to be provided to you by your Provider and the Department for the Period of Small Business Coaching commencing on a date determined by the Department; and

**'Small Business Coaching Agreement'** means an agreement identified as a 'Small Business Coaching Participant Agreement' by the Department.

## Schedule

<b>Item 1: Your details</b>	
Your Job Seeker ID:	
Your full name ('you'):	
Your date of birth:	
Your residential address:	
Your mailing address:	
Your home phone number:	
Your mobile phone number:	
Your email address for correspondence:	

<b>Item 2: Business details</b>	
Business ABN:	
Business name:	
Business description:	
Business address:	
Business phone number:	
Business mobile number:	
Business email address:	

<b>Item 3: Self-Employment Assistance participation details</b>	
Participant Agreement ID:	
Provider:	
Commencement Date:	
Expected Period of Small Business Coaching end date:	



**Item 4: Full names of any other Participants operating the Business with you.**


**Item 5: Full names of any business partners who are not participating in Self-Employment Assistance who are operating the Business with you.**


**Signatories to this Agreement**

As the Participant, by signing below I confirm and acknowledge that:

- I have read, understood and agree to this Agreement, including the Schedule;
- the information contained in the Schedule is complete and true to the best of my knowledge; and
- I have read, understood and agree to the collection, use and disclosure of my personal information in accordance with the Privacy Statement set out in the 'Information you need to know' section at the beginning of this document.

**Signed by you**

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**Witnessed by**

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_