



BRITISH BUTLER<sup>®</sup>  
I N S T I T U T E



# MEMORANDUM OF UNDERSTANDING

## LOCAL REPRESENTATIVE / PARTNERSHIP

BETWEEN

.....  
.....  
.....

AND

**The British Butler Institute**  
Registered In England and Wales  
Company No: 7513970, of  
New Market St,  
Thirst, United Kingdom.

DATED

.....

WHEREAS

- A. .... is a regional business seeking opportunities to expand, and to possibly enter into arrangements with **The British Butler Institute** to act as a Local Representative for **The British Butler Institute** on a non-exclusive or exclusive basis for the Geographical Area defined herein.
- B. **The British Butler Institute** is a world leader in training, consulting and recruitment for the luxury residential and hospitality markets.
- C. .... and **The British Butler Institute** wish to plan together to determine whether a Local Representative alliance is mutually achievable, and if so, enter into a further legal agreement to govern the parties business relationship.
- D. The Geographical Area is .....

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## IT IS HEREBY AGREED THAT

### 1. General

..... and **The British Butler Institute** (the “parties”) enter into this Memorandum of Understanding (“MOU”) to agree the Objective and associated Activities towards the possibility of ..... becoming a Local Representative.

### 2. Objective of MOU

The Objective of this MOU is for the parties to plan together in a “planning phase” towards a future decision point by both parties that, if agreed, ..... will become the Local Representative of **The British Butler Institute** in the Geographical Area. This would create a strategic relationship between the parties for ..... to initially host **The British Butler Institute** training programs or be trained to deliver the programs in accordance with the philosophy of **The British Butler Institute**.

#### Application Fee

Upon signing of this MOU, ..... shall pay an Application Fee to The British Butler Institute of GBP 2500 Inclusive for this MOU. The Application Fee is not refundable and is intended to cover The British Butler Institute costs associated with this MOU and the planning thereof.

#### Payments:

Account Name: TBBI Ltd  
Bank name: Lloyds Bank  
Account Number: 37897168  
Sort Code: 309871  
BIC: LOYDGB 21006  
IBAN: GB16 LOYD 3098 7137897168  
SWIFT CODE: LOYDGB21006

#### Bank Address:

Lloyds Bank  
113 – 117 Oxford Street  
London  
United Kingdom  
W1D 2HW

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### 3. Scope of Activities

The Scope of Activities in the planning phase are primarily for ..... to prepare a brief and simple, but satisfactory co-operation plan upon which both parties, if agreed, can proceed to incorporate into a future agreement for ..... to become a Local Representative of The British Butler Institute in the Geographical Area defined. The British Butler Institute shall provide information for inclusion in the co-operation plan, and other information as may be required. Incorporated in the co-operation plan should be the following:

Intended Structure of Local Representative

- Courses and Training to be Represented
- Train the trainer master class

The purpose of the co-operation plan is to

- Allow discovery of each party's relevant details and information.
- Allow basic due diligence.
- Identify the responsibilities of each party in a Local Representative arrangement.
- Identify any specific requirements such as government approvals, accreditations, etc
- Clearly identify what each party has to provide.
- Prepare document for incorporation in the Final Agreement between ..... and The British Butler Institute should the parties agree to proceed.

The target date for completion of the Business Plan is within 4 – 6 weeks of signing the MOU.

### 4. Commercial Arrangements Between ..... and The British Butler Institute Under this MOU

The commercial arrangements under this MOU are that both ..... and The British Butler Institute shall each bear their own costs. If ..... shall choose to engage The British Butler Institute as a consultant, then work of a “chargeable” nature shall be agreed separately between the parties.



## 5. Cooperation, Good Faith and Work Ethics

The relationship between The British Butler Institute and ..... has been established for mutual gain and benefit. To that point, both The British Butler Institute and ..... shall be willing to share resources and expertise to achieve mutual success, and to act cooperatively with trust and good faith as a basis for the relationship. Work ethics between The British Butler Institute and ..... shall be an extension of such cooperation and good faith, and shall include good open lines of communication, and reasonableness in the relationship at all times.

## 6. The British Butler Institute Offer to Provide

This clause of the MOU identifies the items that The British Butler Institute will provide to a Local Representative, should the parties agree to proceed.

The British Etiquette Institute brand name.  
Training and guidance to the Local Representative's  
Networking contacts.

## 7. Non-Exclusivity / Exclusivity of Geographical Area

Unless otherwise agreed in writing between the parties, the Local Representation opportunity under this MOU, and in any subsequent agreement, shall be on a **(nonexclusive)** basis. Neither party shall be constrained by the other for the provision of same or similar services or opportunities in a non-exclusivity agreement. There is an additional annual fee for exclusivity which depends on the country and would be for an initial period of 3 years. The fee would be disclosed should you wish to move with this collaboration and is only available after 1 full year of collaboration to ascertain if both parties are suitable to each other. If either party wishes to change this provision, it shall notify the other in writing, and enter into discussions and negotiations towards resolution.

## 8. Confidentiality

The British Butler Institute and ..... agree to treat each other's privileged information as confidential, and not to divulge such information to any third party.



## 9. Entire Agreement

This MOU shall be the entire agreement between The British Butler Institute and ....., and any prior arrangements, promises and representations shall be considered as merged herein. Should any discrepancy or ambiguity exist or arise within this MOU then it shall be notified to the other party promptly, and both The British Butler Institute and ..... shall seek to resolve such discrepancy or ambiguity.

## 10. Termination of MOU

In the event that this MOU should be terminated (e.g. “winding up” of business, or impossibility of performance), the initiating party shall notify the other party in writing of its intention to terminate the MOU under this clause immediately, stating the reasons. Notwithstanding that termination shall be acted upon in this regard, The British Butler Institute will not be liable for any costs or liabilities whatsoever for whatever reason.

## 11. Dispute Resolution

Should a dispute occur on any matter arising out of or connected with this MOU, then one party shall notify the other in writing under this clause within seven calendar days of the dispute arising. Both parties shall promptly attempt to resolve the dispute under cooperation, good faith and reasonableness. Failing such resolution, the dispute shall be considered unresolved, and either party may choose to initiate the termination proceedings under the provisions of this MOU. This MOU shall remain in effect notwithstanding any dispute between the parties until the MOU is completely terminated.

## Signed for and on behalf of

The British Butler Institute

.....  
Mr Gary Williams



BRITISH BUTLER<sup>®</sup>  
I N S T I T U T E



Principal

.....  
Witnessed Name

.....  
Witnessed Signature

**Signed for and on behalf of**

Potential Licensee

.....  
Name

.....  
Witnessed Name

.....  
Witnessed Signature

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