



# CARE GROWTH ALLIANCE AGREEMENT

*Sample*



## 1. Parties

- ♥ Partner (You): Big Sister (or the relevant entity name).
- ♥ Client / Business Owner: The care provider entering the partnership.
- ♥ Both parties referred to collectively as “the Parties.”

## 2. Definitions

- ♥ “Turnover” means all gross revenue generated by the business, excluding VAT, before any deductions.
- ♥ “Partnership Fee” means the 6.5% revenue share payable monthly in arrears.
- ♥ “Buy-Out Value” means the amount payable by the Client to exit the Agreement early, as defined in the Buy-Out Clause.

## 3. Purpose

- ♥ The purpose of this agreement is to establish a partnership in which Big Sister provides continuous business development, bid writing, marketing, branding, and strategic growth services in exchange for 6.5% of the Client’s monthly turnover, payable as a revenue-share.

## 4. Term

- ♥ **Initial Term:** 10 years from the Commencement Date.
- ♥ **Renewal:** Automatically renews for successive 1-year periods unless terminated per this agreement.
- ♥ **Start Date:** Date of contract signature of both parties.

## 5. Buy-Out Clauses

- ♥ The Client may buy out of this agreement at:
  - » Year 3
  - » Year 5
  - » Year 10 (end of initial term)
- ♥ Buy-Out Value:
  - » 3× the average annual Partnership Fee based on:  
The previous full year’s turnover plus the % increase from the prior year.
  - » Example: If Year 2 turnover = £200k, Year 3 turnover = £260k (30% increase), Buy-Out =  $£260k \times 6.5\% \times 3 = £50,700$ .
- ♥ Buy-out payments must be made in full within 30 days of agreement execution, or by separate schedule agreed in writing.

## 6. Partnership Fee (6.5%)

- ♥ Payable monthly in arrears on the 7th of each month, based on the previous month's turnover.
- ♥ Turnover = all gross revenue generated by the business, excluding VAT, before deductions.
- ♥ Accounts Submission:
  - » The Client must provide management accounts by the 1st of each month (covering the previous month) showing total billed revenue.
  - » Big Sister issues an invoice for 6.5% of that figure ex VAT.
  - » VAT applies to all invoices.

## 7. Late / Non-Payment

- ♥ Payments not received within 14 days of due date incur interest at 5% above Bank of England base rate.
- ♥ If the Client becomes unresponsive or fails to submit accounts for two consecutive months, Big Sister may:
  - » Suspend ongoing support services; and/or
  - » Apply a fixed charge equivalent to the estimated value of work completed during that period, based on the Client's last 3-month average billing.

## 8. Temporary Payment Deferral

- ♥ In cases of genuine short-term cash flow difficulties, the Client may request a temporary deferral of payment.
- ♥ Any deferral must be agreed in writing and shall not exceed 60 days.
- ♥ During the deferral period, Big Sister reserves the right to adjust or limit ongoing services accordingly.

## 9. Obligations of Each Party

### 9.1 Big Sister Obligations:

- ♥ Provide strategic business growth planning and branding.
- ♥ Deliver bid writing, marketing, and web development and content support.
- ♥ Maintain access to frameworks, templates, and marketing assets.
- ♥ Conduct quarterly reviews and growth planning sessions.
- ♥ Provide transparent communication and monthly performance updates.
- ♥ Maintenance and management of Google AdWords and Social Media accounts.
- ♥ Marketing lead and CRM management.

## 9.2 Client Obligations:

- ♥ Submit accurate monthly revenue reports by the 1st of each month.
- ♥ Pay all invoices by the 7th of the month.
- ♥ Remain contactable and responsive to requests for information.
- ♥ Provide brand assets, business data, and operational details required for marketing and bids.
- ♥ Actively collaborate to support the partnership's success.
- ♥ Any physical fees, for example website hosting and Google AdWords, Social spend (if applicable)
- ♥ The Client must ensure a nominated contact remains active and reachable for the duration of the partnership.

## 10. Competing Businesses

### 10.1 Non-Competition Obligation:

- ♥ The Client agrees that, during the term of this Agreement, they will not establish, operate, or hold any ownership or management interest in any business that competes, directly or indirectly, with the business named in this Agreement (the "Partnered Business").
- ♥ Any lead generated for the 'partnered business' will not be passed to another legal entity.

### 10.2 Non-Circumvention:

- ♥ The Client agrees not to form, rebrand, transfer, or assign the business, or create any new entity for the purpose of avoiding the Partnership Fee.
- ♥ If such circumvention occurs, Big Sister reserves the right to apply the Buy-Out Value as an immediate payable amount.

### 10.3 Purpose:

- ♥ This restriction ensures that the Client's focus, time, and resources remain dedicated to the growth and success of the Partnered Business, and that the value of the Partnership is not diluted by competing activities.

### 10.4 Permitted Activities:

- ♥ The Client may only engage in other business ventures with the prior written consent of Big Sister, which will not be unreasonably withheld if such activities do not conflict with or detract from the Partnered Business.

### 10.5 Breach Consequence:

- ♥ Any breach of this clause will constitute a material breach of this Agreement, entitling Big Sister to terminate the Agreement immediately and/or enforce the applicable buy-out clause.

## 11. Performance Reviews

- ♥ Quarterly review meetings to assess progress, pipeline, and performance metrics.
- ♥ Adjustments to strategy made mutually and documented in writing.

## 12. Change Control

- ♥ Any additional services, campaigns, or deliverables outside the agreed scope will be discussed and confirmed in writing. Both parties must agree on any fee adjustments before work begins.

## 13. No Guarantee of Outcome

- ♥ Big Sister will use all reasonable skill, experience, and resources to support the Client's growth. However, Big Sister cannot guarantee the award of any specific contracts, tenders, or revenue outcomes. Success is dependent on numerous external factors, including competition, client pricing, and market conditions.

## 14. Dispute Escalation Hierarchy

- ♥ In the event of a dispute, both parties will first escalate the issue to senior management (e.g., Client's Director and Big Sister's CEO) for resolution before formal mediation.

## 15. Confidentiality & Data

- ♥ Both Parties agree to maintain confidentiality of all shared information, including client lists, bids, marketing data, and financial details.
- ♥ Compliance with UK GDPR and all applicable data protection laws.
- ♥ All business data and intellectual property specific to the Client remains the property of the Client. Marketing and growth frameworks, templates, and systems developed by Big Sister remain the property of Big Sister unless otherwise agreed.

## 16. Termination

### 16.1 By Big Sister:

- ♥ For breach of terms, non-payment, or repeated unresponsiveness.
- ♥ For failure to provide monthly accounts for 2+ consecutive months.
- ♥ Immediate termination if the Client attempts to hide revenue or falsify data.

## 16.2 Failure to Provide Accounts:

- ♥ If the Client fails to provide accurate monthly accounts within the required timeframe (by the 1st of each month) and remains non-compliant for more than 30 days, Big Sister reserves the right to:
  1. Issue an estimated invoice based on the average of the previous three (3) months' turnover, or, where such data is unavailable, a minimum charge of £3,000 + VAT per month until accurate figures are received; and
  2. Apply a fixed administrative fee of £500 + VAT per occurrence to cover time spent pursuing missing documentation and communications.
  3. Upon receipt of accurate accounts, any estimated invoices will be reconciled within the next billing cycle.

Continued failure to provide accounts for two or more consecutive months will be treated as a material breach, entitling Big Sister to terminate the Agreement immediately and pursue the greater of:

- ♥ The above estimated fees; or
- ♥ The buy-out value as defined under Clause [Buy-Out Terms].

## 16.3 By Client:

- ♥ Via the buy-out clause or upon mutual written agreement.
- ♥ Immediate termination permitted only in the event of gross negligence or fraud by Big Sister.

## 16.4 Unresponsiveness:

If the Client becomes unresponsive (fails to reply within 14 days to two consecutive written communications), Big Sister may:

- ♥ Pause all services, and
- ♥ Charge a set fee for work completed to date, calculated as:
  - » The greater of (a) 3× the average monthly 6.5% fee based on the last 3 months' turnover; or (b) £3,000 + VAT.

All partnered businesses can expect a reply to all communications sent to their dedicated growth manager within five working days maximum, unless a prior communication has been provided regarding annual leave.

## 16.5 Service Suspension:

- ♥ If payments are overdue by more than 14 days or if the Client becomes unresponsive, Big Sister may suspend all services until payment and communication are restored. This will not constitute termination, but timeframes may extend accordingly.

## 17. Dispute Resolution

- ♥ Any disputes should first be discussed in good faith within 14 days.
- ♥ If unresolved, mediation will take place before any formal legal action.
- ♥ Legal jurisdiction: England & Wales.

## 18. Assignment & Sale

- ♥ If the Client sells or transfers ownership of their business, the 6.5% partnership continues with the new owner unless the buy-out clause is triggered at completion.
- ♥ The Client must notify Big Sister 30 days prior to any sale or ownership change.

## 19. Reporting & Audit Rights

- ♥ Big Sister may, with reasonable notice, request documentation to verify turnover figures (e.g. management accounts or accountant's summary).
- ♥ Both parties agree to transparency and collaboration for accurate reporting.

## 20. Intellectual Property

- ♥ All creative assets (branding, marketing materials, templates, etc.) created by Big Sister remain the property of Big Sister until all obligations under the agreement are met.
- ♥ Upon buy-out or contract completion, IP rights transfer to the Client.

## 21. Limitation of Liability

We want to make sure both sides understand how responsibility works within this partnership.

### **Our liability is limited to what you've paid us:**

If something goes wrong, the maximum amount Big Sister could ever be required to pay (for any proven loss directly caused by our actions) will not exceed the total Partnership Fees you've paid to us during the previous 12 months.

Example: If you paid £10,000 in 6.5% fees over the last year, our maximum liability would be £10,000.

### **We are not liable for indirect or future losses:**

Big Sister cannot be held responsible for any indirect, consequential, or future losses — such as lost profits, lost business opportunities, reputational damage, or contracts you expected to win but did not.

- ♥ These types of losses are outside our control and depend on multiple external factors like client behaviour, market conditions, and competitive outcomes.



## Why this matters:

This clause ensures fairness and sustainability — it keeps our support affordable by preventing open-ended liability for outcomes we cannot fully control.

Our role is to provide expert guidance, strategy, and delivery — but ultimate responsibility for business operations, compliance, and client management always remains with the business owner.

## 22. Costs of Recovery

- ♥ The Client agrees to reimburse any reasonable costs, legal fees, or collection expenses incurred by Big Sister in recovering unpaid sums due under this Agreement.

## 23. Publicity

- ♥ Big Sister may use the Client's name, logo, and project outcomes for marketing and case study purposes unless the Client requests otherwise in writing.

## 24. Force Majeure

- ♥ Neither party will be liable for failure to perform obligations due to events beyond reasonable control (e.g. natural disaster, pandemic, war, etc.).

## 25. Notices

- ♥ All notices must be sent by email to designated contacts and are deemed received within 24 hours unless otherwise agreed.

## 26. Severability

- ♥ If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 27. Governing Law and Jurisdiction

- ♥ This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

## 28. Variation

- ♥ No variation, amendment, or addition to this Agreement shall be valid unless made in writing and signed by both parties.



## 29. Entire Agreement

- ♥ This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, representations, or communications, whether written or verbal, relating to its subject matter.

## 30. Good Faith

- ♥ Both parties agree to act honestly, transparently, and in good faith at all times to achieve the shared objectives of this Agreement.

## 31. Agreement Acceptance

By signing below, both parties confirm that they have read, understood, and agree to the terms and conditions set out in this Agreement.

Each party acknowledges that this Agreement represents the entire understanding between the parties and supersedes all prior discussions or communications relating to its subject matter.

Each page of this Agreement must be initialled or electronically signed by both parties to confirm full acceptance of all terms.

This Agreement may be executed electronically through DocuSign and each electronically signed copy shall be deemed an original for all legal purposes.

### ***Signed by the Client (the “Partner Business”)***

Business Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Company Number (if applicable): \_\_\_\_\_

Signed by: \_\_\_\_\_

***(Authorised Signatory / Business Owner)***

Name (printed): \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Signed on behalf of Big Sister***

Company Name: Big Sister (a division of Hudson Outsourcing Ltd)

Registered Address: Dere Street House, Bowburn North Industrial Estate, Bowburn, Durham, DH6 5PF

Company Number: 16294795

Signed by: \_\_\_\_\_  
(Authorised Representative)  
Name (printed): \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

## Page Acknowledgement

Each page of this Agreement must be initialled or electronically signed by both parties as confirmation that the content of that page has been read and agreed to.

*[DocuSign Note: Set up “Initials” fields at the bottom of each page for both parties.]*

## Appendix – Schedule of Services

### Schedule A – Services Provided Under This Agreement

- ♥ Bid writing and submission
- ♥ Marketing strategy and implementation
- ♥ Website design, content, and updates
- ♥ Google Ads and social media management (excluding Ad spend)
- ♥ Quarterly growth planning sessions
- ♥ Access to frameworks and RFP portals
- ♥ Marketing lead and CRM management



**Big Sister – Care Grows Here**

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