

Coaching Services Consultancy Agreement

Consultancy Agreement for Coaching Services

Agreement December 2017

WARNING: THIS DOCUMENT IS ONLY INTENDED TO BE A TEMPLATE FOR AN AGREEMENT BETWEEN PLACE TO PLAY/FACILITY AND COACH. IT IS ADVISABLE FOR BOTH PARTIES TO TAKE INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. WHILST THIS AGREEMENT HAS BEEN DRAFTED SO AS NOT TO FORM AN EMPLOYER/EMPLOYEE RELATIONSHIP, NO GUARANTEE CAN BE GIVEN THAT INDIVIDUAL PLACE TO PLAYS WILL NOT FORM SUCH A RELATIONSHIP BY USING THIS FORM OF AGREEMENT. THIS DEPENDS UPON THE NATURE OF THE RELATIONSHIP IN PRACTICE AND THE LTA WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES WHICH ARISE OUT OF THE USE OF THIS AGREEMENT.

Avenue Tennis at the Avenue Playing Fields

CONSULTANCY AGREEMENT FOR COACHING SERVICES

NAME: Mr Joshua Gook of JG Tennis (the "Coach")

ADDRESS:

DATE: 1st January 2018

WHEREAS

- (A) In reliance on the Coach's skill, expertise and knowledge, Petersfield Town Council wishes to engage the Coach to design and deliver a Petersfield Town Council coaching programme.
- (B) The Coach agrees to design and deliver a Petersfield Town Council coaching programme on and subject to the terms and conditions set out in this agreement and its schedules (the "Agreement").

IT IS AGREED as follows:

1. Provision of Services

Petersfield Town Council engages the Coach to provide the services set out in the schedule (the "Services") and the Coach agrees to provide the Services on and subject to the terms and conditions contained in this Agreement.

2. Duration of Engagement

This Agreement shall commence with effect from 1st January 2018 and shall continue for a fixed term of 1 year until 31st December 2018 subject to the terms and conditions set out in this Agreement unless terminated earlier in accordance with clause 10.



3. Coach's General Obligations

- 3.1 The Coach agrees and undertakes to provide the Services with all due care and diligence and in accordance with best practice and to act in the best interests of Petersfield Town Council at all times.
- 3.2 The Coach shall report to Mr Neil Hitch or such other person as Petersfield Town Council may nominate who shall be responsible for monitoring the Services provided by the Coach. Following consultation with the Coach, Petersfield Town Council reserves the right, at any time, to require the Coach to change any aspect of the Services, as Petersfield Town Council may require.
- 3.3 The Coach shall be entitled to determine when the Services shall be provided, save that all coaching sessions shall take place at the Petersfield Town Council premises at the Avenue Playing Fields.
- 3.4 The Coach agrees to attend meetings, at Petersfield Town Council as reasonably require in connection with the Services.
- 3.5 The Coach agrees to maintain an office in the Coach's home or such other location as the Coach shall determine, equipped at the Coach's own expense with such resources as to enable the Coach to provide the Services to Petersfield Town Council.
- 3.6 Unless otherwise agreed with Petersfield Town Council, the Coach shall be responsible for supplying and maintaining, at the Coach's own expense, all equipment required in connection with the Services.
- 3.7 The Coach agrees to familiarise him or herself with the rules, policies and procedures of the Petersfield Town Council from time to time existing including (without limitation) the Petersfield Town Council's complaints' procedure, its child protection policies and procedures and its equality and diversity policy.

4. Coach's Qualifications

- 4.1 The Coach shall maintain, throughout the duration of this Agreement, an unrestricted LTA Coach Licence and shall provide a copy to Petersfield Town Council as and when reasonably required.
- 4.2 The Coach agrees to provide Petersfield Town Council, or its nominee as required, with an Enhanced Disclosure from the Disclosure and Barring Service (DBS) checks as and when reasonably required by Petersfield Town Council throughout the duration of this Agreement. Each such Enhanced Disclosure must be satisfactory to Petersfield Town Council (acting in its absolute discretion).

5. Exclusivity of Engagement

The Coach shall be free to be employed by, perform work for and/or accept any engagements with any third party during the continuance of this Agreement provided the quality of the Services provided under this Agreement is not adversely affected. The Coach agrees to provide to Petersfield Town Council such details of any employment by, work for and/or engagements with any third parties as Petersfield Town Council may reasonably require.



6. Petersfield Town Council Obligations

- 6.1 Throughout the duration of this Agreement, Petersfield Town Council shall afford the Coach such access to Petersfield Town Council's resources as the Coach may reasonably require to provide the Services.
- 6.2 JG Tennis will have exclusive access to the Clubspark system for a few days in advance of the general public, so that courts can be secured.
- 6.3 JG Tennis can cancel courts without any penalty or fee, if bookings in a session don't meet 'breakeven point'
- 6.4 Petersfield Town Council will review arrangements with JG Tennis in October 2018 to review appropriate contract going forward into year two.
- 6.5 Petersfield Town Council and JG Tennis to agree a marketing plan to promote the coaching programme commencing in spring 2018, looking at ideas such as 'Holiday Camps' during the Easter Holidays.
- 6.6 Petersfield Town Council to agree with JG Tennis a reporting process to support and back up discussions of hours used for coaching.

7. Fees & Conditions

- 7.1 The Coach shall pay Petersfield Town Council a fixed fee per 1 hour session of £2 as. The Fee is paid in return for the provision of the facilities at Petersfield Town Council Avenue Tennis.
- 7.2 The Coach shall pay a holding deposit of £80 (based on 10 hours per week @ £2 per hour) for year one on the basis that the Town Council will be paid for court usage at the same rate in arrears. The deposit will be refunded in full on the basis of the contract not being re-negotiated after year 1, or the contract changes to a fixed annual fee
- 7.3 Fees shall be payable by the coach monthly in arrears on submission by Petersfield Town Council of an invoice in respect of provisions provided to the satisfaction of the coach.
- 7.4 The coach / coaching provider will keep all income after that from any coaching undertaken.
- 7.5 Up to 2 courts, per hour for up to 30 hours per week for programme delivery (Inc. Individuals) in return for the annual rental contribution. Should the coaching provider wish to extend court usage beyond (and causal will not be effected) 30 hours, courts will be charged at £3 per court per hour. Additional court time would need to be agreed by the council a term in advance.
- 7.6 The programme will be reviewed by Petersfield Town Council and JG Tennis periodically, ensuring that maximum effort is being made to reach potential clients
- 7.7 The coaching provider will ensure that all staff used to deliver activity are appropriately qualified and licenced / registered
- 7.8 The Coach / Coaching provider would be self-employed on a clearly defined legal status e.g. limited company or sole trader, fully responsible for their own tax and national insurance.
- 7.9 Expected to enter into a provision of services contract for 3 years with a 6 month probationary period and an annual review of performance against agreed objectives.



- 7.10 The coaching provider will have sole coaching rights at the venue.
- 7.11 The coaching provider will not be permitted to sub-contract court hours.
- 7.12 Payment by the coach will be without prejudice to any claims or rights which Petersfield Town Council may have against the Coach and shall not constitute any admission by Petersfield Town Council as to the performance by the Coach of the obligations contained in this Agreement.

8. Additional Obligations

- 8.1 For the purposes of this Agreement, the expression "Property" shall mean all or any property belonging to Petersfield Town Council which is provided to the Coach or prepared by the Coach in connection with the Services, and any confidential information belonging to Petersfield Town Council whether stored as part of a document or in any other medium (including electronic and digital media).
- 8.2 The Coach agrees, whenever requested by Petersfield Town Council and in any event on the termination of this Agreement to surrender to Petersfield Town Council promptly any Property in the Coach's possession, custody or control. The Coach acknowledges and agrees that, on the expiry or termination of this Agreement, the Coach shall not be entitled to retain and shall not retain any Property.
- 8.3 Save in the proper performance of the provision of the Services and subject to clause 8.4, the Coach shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person(s) to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information belonging to Petersfield Town Council.
- 8.4 The obligation contained in clause 8.3 shall not apply to any information which:-
 - 8.4.1 the Coach is ordered to disclose by a court or tribunal of competent jurisdiction or which he is otherwise required or permitted to disclose by law; or
 - 8.4.2 is (other than through the Coach's breach of clause 8.3) available to the public generally.
- 8.5 Petersfield Town Council believes that in connection with the provision of the Services, the Coach may be required to process personal data (as such term is defined in the Data Protection Act 1998 (the "Act")) on behalf of Petersfield Town Council. The parties acknowledge that for the purposes of the Act, the Coach is a data processor in respect of any personal data which the Coach may process and accordingly the Coach agrees:
 - 8.5.1 not to process any personal data other than in accordance with the prior instructions of Petersfield Town Council;
 - 8.5.2 not to do or omit to do anything which may result in Petersfield Town Council being in breach of its obligations under the Act; and
 - 8.5.3 if, under the Act, Petersfield Town Council is required to provide any personal data which is in the possession or under the control of the Coach to any individual, to provide all necessary co-operation to Petersfield Town Council to enable Petersfield Town Council to meet its obligations under the Act.
- 8.6 Petersfield Town Council will be entitled to ownership of:



- 8.6.1 any work or material developed, written or prepared by the Coach in relation to the Services (whether individually, collectively or jointly with Petersfield Town Council and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications, databases or computer programs and related copies and working papers whether developed, written or prepared before or after the signing of this Agreement (the “Materials”); and
- 8.6.2 all present and future copyright, design rights, database rights, trade marks and other intellectual property rights (the “Intellectual Property Rights”) in the Materials, which the Coach assigns to Petersfield Town Council by this Agreement with full title guarantee and free from all third party rights.
- 8.7 The Coach undertakes to do anything reasonably required (both during and after the term of this Agreement) to ensure that all Intellectual Property Rights in the Materials are assigned to Petersfield Town Council and to assist Petersfield Town Council in protecting or maintaining such rights.
- 8.8 Petersfield Town Council grants the Coach a non-exclusive licence to use the Intellectual Property Rights in the Materials for the duration of this Agreement for the sole purpose of performing the Services.
- 8.9 The obligations contained in this clause 8 are capable of surviving the termination of this Agreement and shall continue to apply following the termination of this Agreement.
9. Liability
- 9.1 The Coach agrees and acknowledges that Petersfield Town Council will be relying upon the skill, expertise, knowledge, and experience of the Coach in the provision of the Services (or any substitute involved in the provision of the Services under clause 13) and accordingly, but subject always to clause 9.2 below, the Coach agrees to fully indemnify and keep Petersfield Town Council fully indemnified against and from all claims, demands, awards, damages, actions, losses, costs (including legal costs) and other expenses arising as a result of or in connection with the provision of the Services (or any of them) [including without limitation, any claims that may be made against Petersfield Town Council in respect of income tax and/or national insurance or similar contributions in connection with the Services].
- 9.2 Subject to clause 9.3 below, the Coach’s total liability to Petersfield Town Council under this Agreement, shall not exceed £50 million for any one claim.
- 9.3 Nothing in this Agreement shall exclude or limit the liability of the Coach for death or injury caused by the Coach’s negligence.
- 9.4 The Coach shall throughout the duration of this Agreement maintain in force (or shall procure the maintenance in force of) insurance policies in respect of the potential liabilities of the Coach under this Agreement, such policy or policies to provide cover of up to £50 million for any one claim, whether through the LTA or otherwise.
10. Termination
- 10.1 This Agreement may be terminated by either party giving to the other not less than one month’s notice in writing.

- 10.2 Without prejudice to any other rights or remedies to which Petersfield Town Council may be entitled whether under this Agreement or at law, Petersfield Town Council shall be entitled to terminate this Agreement immediately by notice in writing if:
- 10.2.1 the Coach is in breach of any obligations under this Agreement and such breach (if capable of remedy) is not remedied by the Coach within 14 days of receipt of a notice from Petersfield Town Council specifying the breach and requiring its remedy;
 - 10.2.2 the Coach for whatever reason is unable to provide the Services for a continuous period of two months, unless otherwise agreed with Petersfield Town Council;
 - 10.2.3 the Coach's performance or conduct brings or is, in the opinion of Petersfield Town Council, likely to bring Petersfield Town Council into disrepute. For the avoidance of doubt, if the Coach is unable, at any time, to comply with clause 4 above, Petersfield Town Council shall be entitled to terminate this Agreement immediately; or
 - 10.2.4 the Coach causes loss or damage to Petersfield Town Council through negligence or by wilful act or omission.
- 10.3 In the event of termination in accordance with clause 10.2, Petersfield Town Council shall be entitled to withhold any or all of the fees provided for under this Agreement whether or not they may have accrued and without prejudice to any other rights Petersfield Town Council may have in respect of the Coach's breach, performance or conduct.
- 10.4 The Coach shall not be required to fulfil an obligation under this Agreement and the provisions of clause 10.3 shall not apply, if, the Coach is prevented from fulfilling the obligation by any acts or omissions of Petersfield Town Council. The Coach shall only be entitled to rely on the provisions of this clause 10.4 if the Coach gives written notice to Petersfield Town Council of any act or omission which prevents the Coach from fulfilling the obligation within three days of the occurrence of Petersfield Town Council's act or omission.

11. Relationship

- 11.1 For the avoidance of doubt, it is stated that the parties intend and agree that this Agreement shall be treated for all purposes as a contract for services with the relationship of the Coach to Petersfield Town Council being that of independent contractor.
- 11.2 Nothing contained in this Agreement shall be construed as having or have the effect of constituting any relationship of employer and employee between the parties and the Coach shall not be entitled to receive any benefits available to employees of Petersfield Town Council including, without limitation, any salary, overtime payments, sick pay, and pension contributions.

12. Tax Liabilities

The Coach shall have the status of a self-employed person and shall be responsible for all tax liabilities arising in connection with the provision of the Services including but not limited to liability for the payment of income tax and national insurance contributions in respect of the Fee and the Coaching Fee.

13. Substitution



- 13.1 If the Coach is unable to personally provide all or part of the Services to Petersfield Town Council, the Coach shall be entitled to nominate a substitute to provide all or part of the Services on the Coach's behalf.
- 13.2 Any substitute must be known by Petersfield Town Council to be suitably qualified, licensed and experienced and must be approved in advance in writing by Petersfield Town Council.
- 13.3 The Coach shall be responsible for:
- 13.3.1 ensuring that adequate insurance cover is in place in respect of the Coach's potential liabilities for any substitutes; and
 - 13.3.2 providing evidence that any substitutes are appropriately qualified for their role and have a satisfactory Enhanced Disclosure from the Disclosure and Barring Service (DBS) checks.
14. Entire Agreement
- 14.1 This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of this Agreement.
- 14.2 Each party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.
- 14.3 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- 14.4 For the purposes of this clause 14, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement.
15. General
- 15.1 Neither party intends that any term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party.
- 15.2 No variation of this Agreement shall be effective unless made in writing and signed by both parties.
- 15.3 If any provision of this Agreement is held to be illegal, void, invalid or unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected.
- 15.4 Any notice required to be given under this Agreement, or in connection with the matters contemplated by it, shall be in writing and personally delivered or sent by pre-paid first-class post to the address of the other party set out at the beginning of this Agreement or to such other address as may be notified by the parties from time to time. Such notice shall be deemed to have been given on delivery at the relevant address (if delivered personally) or, if sent by first-class pre-paid post, two days after the date of posting.

15.5 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and each of the parties submits to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising under this Agreement.

SCHEDULE

Services

The design and delivery of an agreed Petersfield Town Council Avenue Tennis coaching programme (the "Programme") which meets the requirements of Petersfield Town Council.

The Programme must operate within the following guidelines:

- appropriate coaching must be provided;
- only appropriately qualified coaches must deliver coaching sessions; and
- only individuals with satisfactory Enhanced Disclosures from the Disclosure and Barring Service (DBS) checks must deliver sessions.

SIGNED by
Joshua Gook _____

SIGNED by
Mr Neil Hitch – Town Clerk _____

for and on behalf

of Petersfield Town Council _____

