MODEL SELF-EMPLOYED COACH CONTRACT FOR CLUBS/TENNIS VENUES

***Explanatory Note***

*This is a model self-employed coach contract for use by tennis venues. It should be prepared using the corresponding Guidance Notes available on the LTA website. If you require or wish to cover more unusual terms and conditions or need guidance on tailoring the contract, then you should take independent legal advice. Professional advice is also necessary if you wish to use this model in order to update or revise existing contracts.*

*Please note that you should also take professional advice as to whether a self-employed contract is the appropriate contractual relationship with a particular coach. The employment status of an individual depends on the nature of the relationship, not just the terms of the contract. Entering into a self-employed contractor relationship when, in fact, the relationship is that of a worker or an employee can result in unexpected tax liability and potential legal claims from the individual.*

*Notes in detail:*

*Square brackets [ } with green highlights are used to show where you must make a choice, or delete an option or clause.*

*Curly brackets { } with yellow highlights are used to show where you must insert text.*

{COACH'S NAME}

{COACH'S ADDRESS}

{DATE}

Dear {CONSULTANT'S NAME}

**Consultancy agreement**

We are writing to confirm the terms of our agreement concerning the provision of your consultancy services to {CLUB'S NAME} (**Client**).

Term

* 1. You shall provide your services to the Client from {DATE} unless and until this agreement is terminated by either party giving to the other not less than {NUMBER} weeks' prior written notice or as otherwise provided in this letter.
  2. You warrant that:
     1. you are entitled to work in the UK without any additional approvals and will notify the Client immediately if you cease to be so entitled at any time during your engagement by the Club; and
     2. you hold current coach accreditation with the Lawn Tennis Association (**LTA**) and will notify the Client immediately if you cease to be so accredited.

Duties

* 1. You shall use your best endeavours to promote the interests of the Client and, unless prevented by ill health or accident, devote at least {NUMBER} {hours **OR** days} in each calendar month to carrying out the following services for the Client:
     1. {DETAILS OF SERVICES} (**Services**).
  2. If you are unable to provide the Services due to illness or injury you shall notify {POSITION} as soon as reasonably practicable.
  3. You must familiarise yourself and comply with the British Tennis Safeguarding Policy and the Client's policies on {INSERT RELEVANT POLICIES} in force from time to time.
  4. [With our prior written approval, you may appoint a suitably qualified substitute to perform the Services on your behalf, provided that the substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. We will continue to pay you your fee as provided in clause 3.1 below and you shall be responsible for the remuneration of (and any expenses incurred by) the substitute. You will not be paid for any period during which neither you nor any substitute provides the Services. For the avoidance of doubt, you will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.]
  5. You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Client may require.
  6. You have no authority (and shall not hold yourself out as having authority) to bind the Client, unless we have specifically permitted this in writing.

Fees

* 1. The Client will pay you a fee of £{AMOUNT} per [hour **OR** day] [exclusive **OR** inclusive] of VAT. You shall submit invoices to the Client on a monthly basis setting out the hours that you have worked for the Client during the preceding month and any VAT payable (if applicable). The Client will pay such invoices [within {NUMBER} days of receipt **OR** in accordance with its usual payment terms].
  2. We are entitled to deduct from any sums payable to you any sums that you may owe the Client at any time.

Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Client.

Confidential information and Client property

* 1. You shall not use or disclose to any person either during or at any time after your engagement by the Client any confidential information about the business or affairs of the or any of its committee, officers and/or members, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 5, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the Client or any of its committee, officers and/or members.
  2. The restriction in clause 5.1 does not apply to:
     1. any use or disclosure authorised by the Client or as required by law; or
     2. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
  3. All documents, manuals, hardware and software provided for your use by the Client, and any data or documents (including copies) produced, maintained or stored on the Client's computer systems or other electronic equipment (including mobile phones if provided by the Client), remain the property of the Client.

Insurance and liability

You shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, or any substitute engaged under this agreement, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers acceptable to the Client.

Termination

* 1. The Client may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:
     1. you are in material breach of any of your obligations under this agreement;
     2. other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services;
     3. you cease to hold current coach accreditation with the LTA; or
     4. [any matter is disclosed in a Disclosure and Barring Service (**DBS**) certificate which is of reasonable concern to the Client or you refuse to consent to a suitable DBS check].
  2. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of those rights.

Obligations on termination

Any Client property in your possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to {POSITION} at any time on request and in any event on or before the termination of this agreement. You also undertake to irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Client.

Status

* 1. You will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of the Client and you shall not hold yourself out as such.
  2. You shall be fully responsible for and indemnify the Client against any liability, assessment or claim for:
     1. taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
     2. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against the Client arising out of or in connection with the provision of the Services{, except where such claim is as a result of any act or omission of the Client}.

The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

1. **Conditions of Engagement**
   1. Your engagement is conditional upon:
      1. you having and continuing to have coach accreditation with the LTA; and
      2. [you undergoing an [enhanced] DBS check before appointment and when required by the Club which does not disclose any matter of reasonable concern to the Club].

Variation

This agreement may only be varied by a document signed by both you and the Client.

Third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and the Client shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

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

{NAME}

For and on behalf of

{CLUB}

I hereby acknowledge receipt and accept the contents of this letter.

Signed .....................................................

{COACH}

Date ........................................................