MODEL COACH CONSULTANCY CONTRACT VIA A SERVICE COMPANY FOR CLUBS/TENNIS VENUES

***Explanatory Note***

*This is a model contract for use by tennis venues when the coach is engaged via a service company. 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.*

{CONSULTANT COMPANY'S NAME}

{CONSULTANT COMPANY'S ADDRESS}

{DATE}

Dear {Sir/Madam}

**Consultancy agreement**

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

Term

* 1. The Club shall engage the {CONSULTANT COMPANY} (**Company**) and the Company shall make available to the Client {name of coach} (**Individual**) to provide services on the terms of this agreement.
  2. The company warrants that the Individual holds current coach accreditation with the Lawn Tennis Association (**LTA**) and the Company or the Individual will notify the Client immediately if the Individual ceases to be so accredited.

Duties

* 1. The Company shall, and (where appropriate) procure that the Individual shall use its best endeavours to promote the interests of the Client and, unless the Individual is 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 the Individual is unable to provide the Services due to illness or injury the Company shall notify {POSITION} as soon as reasonably practicable.
  3. The Company must, and shall procure that the Individual shall, 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, the Company may appoint a suitably qualified substitute to perform the Services in place of the Individual, 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 the fee as provided in clause 3.1 below and the Company shall be responsible for the remuneration of (and any expenses incurred by) the substitute. The Company will not be paid for any period during which neither the Individual nor any substitute provides the Services. For the avoidance of doubt, the Company will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the substitute.]
  5. The Company shall procure that the Individual is available at all times on reasonable notice to provide such assistance or information as the Client may require.
  6. The Company and the Individual have no authority (and shall not hold themselves 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. The Company shall submit invoices to the Client on a monthly basis setting out the hours that the Individual has 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 the Company any sums that the Company or the Individual may owe the Client at any time.

Confidential information and Client property

* 1. The Company shall not, and shall procure that the Individual shall not, use or disclose to any person either during or at any time after the engagement by the Client any confidential information about the business or affairs of the client or any of its committee, officers and/or members, or about any other confidential matters which may come to the Company or the Individual's 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 the Company or the Individual's unauthorised disclosure.
  3. All documents, manuals, hardware and software provided for the Individual's 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

The Company 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 the Company or the Individual, 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 the engagement with immediate effect with no liability to make any further payment to the Company (other than in respect of any accrued fees or expenses at the date of termination) if:
     1. the Company or the Individual are in material breach of any of its or their obligations under this agreement;
     2. other than as a result of illness or accident, after notice in writing, the Individual wilfully neglects to provide or fail to remedy any default in providing the Services;
     3. The Individual ceases to hold current coach accreditation with the LTA; or
     4. [any matter is disclosed in a Disclosure and Barring Service (**DBS**) certificate for the Individual which is of reasonable concern to the Client or the Individual refuses 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 the Company's or the Individual's possession and any original or copy documents obtained by the Company or the Individual 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. The Company also undertakes to irretrievably delete, and procure that the Individual irretrievably deletes, 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 the Company or the Individual's possession or under its or their control outside the premises of the Client.

Status

* 1. The Company (and the Individual) will be independent contractors and nothing in this agreement shall render it (or the Individual) an employee, worker, agent or partner of the Client and the Company shall not hold itself out as such and shall procure that the Individual does not hold themselves out as such.
  2. The Company 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 the Individual or any substitute against the Client arising out of or in connection with the provision of the Services.

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

Variation

This agreement may only be varied by a document signed by both the Company 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,

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{NAME}

For and on behalf of

{CLUB}

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

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

{DIRECTOR}

For and on behalf of {CONSULTANCY COMPANY}

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