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# COACHING SERVICES AGREEMENT

**BRAMFORD TENNIS CLUB**

**&**

**CARL DOUGLAS TENNIS COACHING**

**AGREEMENT COVERS PERIOD 1<sup>st</sup> June 2022 to 31<sup>st</sup> May 2025**

## BRAMFORD TENNIS CLUB

### COACHING SERVICES AGREEMENT – CARL DOUGLAS TENNIS COACHING

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Between Carl Douglas Tennis Coaching, identified within this agreement as CDTC and Bramford Tennis Club, identified within this agreement as “the Club”.

1. This agreement will commence on 1<sup>st</sup> June 2022 and will be based on a “rolling” three year cycle, reviewed annually in line with the club’s membership cycle but extending (subject to no breaches) to the end date of the agreement (currently 31<sup>st</sup> May 2025).
2. CDTC will be the sole provider of coaching services to “the Club” for the period from 1<sup>st</sup> June 2022 to 31<sup>st</sup> May 2025. CDTC will also be free to provide coaching services to other clubs and organisations during this period.
3. CDTC will report the progress of the coaching programme to “the Club” committee by attending club committee meetings and through the submission of an annual report to coincide with the club’s AGM.
4. CDTC will work on a sole trader self-employed basis, such that the coaching programme is entirely self-funded and at no financial risk to “the Club”. Nothing in this agreement shall render any person providing services under this agreement as an employee, worker, agent or partner of Bramford Tennis Club and you shall not hold yourself out as such.
5. CDTC will have honorary “free” membership of “the Club” during the period of the agreement to be able to book courts for coaching purposes **only** (group and individual) without incurring additional fees (subject to clause 8). Block booking of courts for coaching sessions will be agreed in advance with “the Club” prior to securing courts via the online booking system<sup>1</sup> CDTC may also offer at their discretion a limited amount of non-chargeable “give-back” hours to the club<sup>2</sup>
6. CDTC will determine their own rates for coaching (groups and 1:1’s) and **all income from the coaching programme** will be paid directly to CDTC via course sign up options and payment methods defined by CDTC. Participants will “contract” directly with CDTC and be subject to CDTC terms and conditions and data privacy policy. Coaching for members of “the Club” will be charged at a discounted rate to benefit members and to encourage club membership and revenue.
7. **All income from membership and club related grants**, even where such income has come as a direct result of participation and engagement in a CDTC coaching programme or activity, will be paid directly to “the Club” via the membership options and payment methods listed on the club’s website.
8. CDTC will pay 5% of individual coaching fees for any **non-member** participating in one of our **LTA Youth squad coaching sessions** that take place at “the Club”. For example, in the case of a junior non-member who takes part in the LTA Youth BLUE squad, 5% of their course fee will be payable

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<sup>1</sup> Club to make every effort to respond quickly to requests to avoid negative impact on the coaching programme.

<sup>2</sup> To help with club development and promotion e.g. social media stories, website management etc

19. CDTC will work with "the Club" on the annual risk assessment as part of "the Club's" LTA registered venue review. CDTC will also conduct risk assessments on a per occasion basis to ensure that the courts are fit for coaching and retains the right to cancel or modify coaching sessions where a risk to health and safety is identified.
20. CDTC will advise "the Club" committee of any identified risk assessment issues that need to be resolved. In exceptional cases, CDTC may advise that they are suspending the coaching programme until issue(s) identified in the risk assessment are fully addressed by "the Club".
21. CDTC shall have access to the clubhouse/storage shed in support of the coaching programme. The "Club" will also use their best endeavours to arrange free access for CDTC to the toilet block in the adjacent sports pavilion. It is noted that the pavilion is a "shared" facility between bowls club, football club and tennis club and at times functions as a public bar.
22. CDTC coaches shall ensure they present themselves in a professional manner and that any substitute coaches they provide maintain the same high standards.
23. CDTC Head Coach will have the right to advertise his/her services at "the Club" via the clubs "coaching" pages and other means available e.g. newsletters, posters, social media etc.
24. All marketing material and coaching programmes shall state that: "Payment is made to CDTC directly. Reimbursement or sessions cancelled due to severe weather, sickness or other reason is at the discretion of CDTC".
25. A term's notice in writing is required by either side for termination of this agreement.
26. Despite clause 25, this agreement may be terminated immediately by "the Club" in the case of proven breach of conditions, or gross misconduct.
27. Each party shall indemnify the other party from any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the indemnifying party, 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 coaching service. This provision and all other warranties contained within this agreement are subject to limited liability as defined by clause 28.
28. Limited liability - Except as expressly provided in this Agreement, each party (CDTC and the "Club") makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall either party be liable to the other party for any indirect, consequential, or special damages. Notwithstanding any damages that the other party may incur, each party's entire liability under this agreement, and the other party's exclusive remedy, shall be **limited** to the amount earned by the liable party as a result of this specific coaching services agreement over the previous 12 months up to and including the termination date.
29. This Service Agreement (SA) may be extended beyond the end date established in clause 1 by mutual, written agreement of the Parties. Upon any such extension, this SA shall continue to be in effect, and all provisions of the SA shall retain the same force and effect as before the extension.

to "the Club"<sup>3</sup>. CDTC to provide an annual statement to show where such fees are applicable. If any fees are owed to "the Club" they will be paid at the end of the season<sup>4</sup>.

9. CDTC will receive a bonus payment when a non-member being coached joins "the Club". The payment will be equivalent to 5% of their first membership or membership renewal fee and will be paid at the end of the season<sup>5</sup>
10. CDTC may at their sole discretion provide a substitute coach and where this is the case, will ensure that any substitute has appropriate LTA qualifications, enhanced DBS, Emergency First Aid at Work (EAFW), safeguarding certifications and insurance cover.
11. CDTC's Head coach will oversee all coaching programmes and will be LTA qualified at a minimum Level 3 (Accredited +), with enhanced DBS, Emergency First Aid at Work (EAFW), current LTA safeguarding certificates. CDTC will also be responsible for maintaining adequate public liability and professional indemnity insurance (via LTA coach accreditation) for all coach led activities that take place at "the Club" for the duration of this agreement.
12. All certifications mentioned above must be maintained in line with the LTA's recertification process and timescales and copies of coaching and DBS certificates will be provided to "the Club" upon request.
13. No other person may coach at "the Club" during the period of this agreement, except with the prior consent of CDTC Head Coach.
14. Once contracted, CDTC will define and agree a coaching programme that provides opportunities<sup>6</sup> for participation by members of the club and the wider community throughout the tennis season.
15. CDTC **will not** be responsible for any targets relating to converting non-members to members but will work with "the Club" though preferential member rates and provide up to two hours of free support at agreed formal club open days to encourage membership.
16. CDTC may at its discretion also work with other parties in the community e.g. local schools to raise awareness of CDTC and "the Club" and the coaching and membership options available.
17. The coaching team will have priority court booking for junior group and 1:1 lessons at "the Club" between 4.00pm to 6.30pm during agreed weekdays in school term times and on Saturday mornings between 8am to 12.30pm. Adult group and 1:1 coaching may also be offered during daytime and evening slots at mutually agreed times between "the Club" and CDTC.
18. CDTC will provide tennis suitable equipment for coaching sessions e.g. balls, mini-tennis nets and rackets but "the Club" may at its discretion fund additional kit for its own use to support club events such as open days.

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<sup>3</sup> Except for LTA defined courses such as LTA Youth – Start (formerly known as Tennis for Kids) which have a pre-determined fixed fee and hence have no opportunity for differential pricing between members and non-members

<sup>4</sup> Minus any reciprocating payment subject to clause 9

<sup>5</sup> Or maybe split across two payments at the mid and end of the season by mutual agreement

<sup>6</sup> Note that any programme will be subject to change/cancellation in whole or in part due to insufficient demand or unforeseen exceptional circumstances e.g. illness, injury, lack of availability of courts, major works, pandemic etc

Signed on behalf of CDTC  ..... (Head coach)

Date.....22/05/2022.....

Signed on behalf of "the Club"  ..... (Chair)

Date .....22/05/2022.....