

Tennis Coach Licence

Between

- (1) *The Friends of Brook Green* ("FBG") and
- (2) *Courtfit Limited* ("the Coach" or "Courtfit")

Whereas:

FBG has been granted a lease over the Tennis Courts at Brook Green ("the Venue") for 21 years, expiring in June 2035. FBG have granted two licences in respect of the Venue, being:

- a. A licence to Rocco de Villiers ("RDV"); and
- b. This licence to Courtfit

RDV is an accredited tennis coach who has built up a business of providing tennis coaching, both on his own and by managing and supervising other accredited coaches, at the Venue, which FBG wishes to see continued. Courtfit will be primarily responsible for administration and outreach and has agreed to exercise the rights given and the duties imposed under this Licence to co-operate in good faith with RDV to permit him to continue to provide coaching on the terms of his licence and to cooperate with RDV in the operation of the Venue to the satisfaction of FBG.

Now it is hereby agreed as follows:

1. Licence

Pursuant and subject to the Terms and Conditions herein FBG hereby grants this Licence to the Coach to operate as a Tennis Coach at the Venue.

2. Period of Licence

1st April 2018 to 31st March 2019

The licence hereby issued will be reviewed and may be renewed annually subject to satisfactory appraisal of the Coach's conduct and performance during the period of the Licence such appraisal to be carried out by FBG at any time during the period of any Licence.

3. Eligibility and Insurance

- a) The Coach must have an up to date Lawn Tennis Association Accreditation and be licensed to Level 3 as a minimum. Any of his sub coaches must either
 - have a minimum Level 3 licence to coach without line of sight supervision; or
 - have a Level 1 or Level 2 LTA accreditation and be line of sight supervised at all times.

It shall be a condition to providing coaching services at the Venue that the relevant certificate of accreditation(s) including a DBS check have been supplied to FBG in advance.

- b) The Coach must have Public Liability Insurance providing a minimum of £2m cover. A copy of the policy must be made available to FBG.
- c) The Coach will indemnify FBG against any claims for loss or damage to property or injury or death to any person directly arising from the provision of said coaching sessions
- d) Copies of Risk Assessments must be provided and reviewed periodically with updates provided to FBG

4. Duties

As a general principle, Courtfit acknowledges the existence of a parallel licence agreement with RDV. However, Courtfit will be primarily responsible for administration and outreach. In the event of a dispute between Courtfit and RDV, the matter shall be referred to FBG which shall act as the arbitrator of all and any disputes. For the avoidance of doubt, only FBG will be able to terminate this License or RDV's license.

- a) The Coach agrees to comply with FBG's conditions of hire, health & safety policy, equal opportunities policy, safeguarding policy, anti-corruption policy, discrimination policy and its general code of conduct and bye laws relating to FBG, all of which can be provided in copy to the Coach upon request. The Coach will also adhere to the LTA What's the Score Safe and Inclusive Tennis Policy.
- b) The Coach agrees, at all times, to act in a manner that reflects positively on FBG and any other licensee or sub-licensee of the Venue.
- c) The Coach agrees to monitor and report any maintenance issues at the tennis facility to Idverde and Luminance Pro in a timely fashion.
- d) The Coach agrees to work collaboratively with any other licensee (if relevant) to meet the five minimum standards set by the LTA for registered venues.
- e) The Coach and FBG will work together to produce the Venue's Tennis Development Plan (2017-2022) which will then be implemented by the Coach. The Coach will attend quarterly review and monitoring meetings with FBG and any other licensee or sub-licensee of the Venue as nominated by FBG and submit reports on course figures to FBG.
- f) During coaching sessions, the Coach agrees to not exceed the coach to pupil ratio as outlined in LTA guidance.
- g) In advance of any coaching taking place, the Coach will supply to FBG full details (training, qualifications, and name) of each coach and/or coaching assistant working on the site.
- h) The Coach will supply to FBG details of the proposed coaching programme in advance of the term starting.
- i) The Coach shall be permitted to use the courts as follows, although FBG may give specific written permission for use of more courts at specific times as between all of the licensees:
 - In off peak times, jointly with RDV, 2 adult courts between them
 - In peak times, jointly with RDV, 1 adult court between them.
 - Both RDV and Courtfit must, acting reasonably, agree between themselves a fair and equitable division of access to all the courts (for example neither

can block book the whole of a peak period or day, the intention being that they consult each other in advance and share each peak period equitably). Any disputes will fall to be determined by FBG, applying the principles above, whose decision shall be final.

- If the licensees at any time make bookings in excess of what is permitted then FBG reserves the right to cancel any or all of those bookings.
- Peak and off-peak times will be defined by FBG (see Clause 10 below).

The Coach must give at least 14 days' written notice when asking for permission for additional court time.

- j) The Coach may book courts via the ClubSpark system up to 30 days in advance. These will be subject to a £7.60 per adult court per hour hire fee, £5 per hour mini-court, and excludes the cost of lighting. The Coach will also be permitted, at the discretion of FBG, use of the courts free of charge whilst trying to establish group sessions, subject to a fair usage policy as set from time to time by FBG.
- k) Coaching fees will, subject always to the prior agreement of FBG, be set by the Coach and 100% of the income will be retained by the Coach.
- l) The Coach shall be permitted to run holiday camps during holiday time at the site, with prior approval by FBG.
- m) The Coach will undertake the following additional duties for which it will receive a credit of £2.20 for each adult court booking by the Coach:
 - the day to day administration of the ClubSpark booking system and dealing with all user queries. User queries must be replied to promptly and, if the Coach is not capable of resolving the issue, the matter referred promptly to FBG. For the avoidance of doubt, the Coach shall not use administration rights to prejudice the exercise of RDV's rights under his licence
 - loading RDV's coaching programme from term to term and booking the courts necessary for RDV to deliver that programme
 - community outreach initiatives to maximise court usage at off-peak times, for instance engaging with local schools and local community groups.
- n) The Coach will use ClubSpark to book and administer all their courses and holiday camps. Invoices raised by FBG for court fees must be paid within 14 days of receipt.
- o) The Coach agrees not to disclose to any persons any confidential information regarding the business or financial affairs of FBG or any other licensee or sub licensee of the Venue.
- p) The Coach will carry appropriate and visible identification always when coaching at the Venue.
- q) The Coach will be allowed to store equipment in the FBG Pavilion and will maintain it in a clean and orderly fashion.
- r) The Coach agrees to work with RDV in good faith and to use reasonable endeavours to ensure that RDV is able to exercise his rights freely and discharge his duties under his licence. In particular, the Coach shall use reasonable endeavours to collaborate with RDV to improve outreach, execute the Venue's Tennis Development Plan and achieve Tennismark+ status by 31 March 2019.
- s) The Coach will ensure that its sub-coaches and employees shall comply with the terms of this Licence and in particular around the use of the Venue
- t) The Coach shall allow all its sub-coaches to contract with RDV from time to time in order to ensure that coaching sessions run smoothly. The Coach shall ensure that sub-coaches are treated and remunerated fairly at all times.

- u) The Coach must notify FBG in advance of any intended absence from the Venue of the key management of the Coach for two weeks or more. The Coach may nominate a representative to be responsible for communications with FBG and performance of administration duties under this licence during such period of absence, subject to agreement of the identity of that person with FBG. For the avoidance of doubt, compliance with the terms of this licence remains the full responsibility of the Coach at all times during the period of absence.
- v) The Coach or his nominated representative must respond to written communications from FBG within 48 hours (not including non-working days).

5. No Employment or Agency creation.

Nothing in this Agreement shall render or be deemed to render the Coach as an employee or agent of FBG. The relationship is one of independent contractors.

6. Tax Liabilities

The Coach will be responsible for all income tax liabilities, National Insurance contributions or similar obligations, in respect of itself and any of its instructors, employees or Agents

7. Termination of Contract:

FBG shall have the right to terminate this Licence immediately without any payment in lieu of notice, in the event of the Coach or his sub-coaches:

- a) Being, in the opinion of FBG, in material or persistent breach of any terms of this Licence.
- b) Persistently and wilfully neglecting, or becoming incapable for any reason, of efficiently providing Tennis Coach services.
- c) Carrying out or permitting others to carry out any action that is likely to bring FBG, the Venue or any other licensee of the Venue into disrepute or damage its interests.

In exercising this right of termination, FBG has the discretion to operate a "three strikes and out" policy. FBG will notify the Coach in writing if it considers that there has been a breach of this licence sufficient to generate a "strike". If there are three strikes in any 12 month period FBG shall have the discretion to terminate this licence.

8. Variation of Agreement

FBG may vary the Terms of this Agreement (save for the Termination provisions at clause 7) at any time by written notice to the Coach.

9. Condition of registration and issue of Licence

The Coach and any sub-coaches must have completed a Disclosure and Barring Service (DBS) check under the provisions of the Rehabilitation of Offenders Act 1974 and the Safeguarding Vulnerable Groups Act 2006 and FBG reserves the right to refuse the granting of a license in the event of disclosure of past offences. A breach of this Clause 9 shall be grounds for automatic termination of this Licence with no compensation due. FBG further reserves the right at any time prior to or at any time that the License shall remain in force to make such enquiries as it may

lawfully make as to the past criminal record of any coach and to revoke any license in the event of undeclared offences subsequently being discovered.

10. Peak and Off-Peak Times

FBG hereby notifies the Coach that the current Off-Peak and Peak times (which for the avoidance of doubt FBG may vary unilaterally at any time by notice) are as follows:

Off-Peak: Monday to Friday 07:00 - 12:00 and 14.00 – 18.00
Saturday & Sunday 08:00 – 11:00
Peak: All times not stated as Off-Peak

11. FBG acts

(Except where the constitution of the FBG requires otherwise), where anything falls to be done by FBG pursuant to the terms of this Licence, including the giving of permission, the termination of this Licence or the resolution of any dispute, such thing shall be carried out acting by and through the tennis sub-committee of FBG. Where any notice needs to be given or information provided to FBG it should be given or provided to the tennis sub-committee.

12. Acceptance

By signing hereto both parties accept and agree to disclosure of the terms of this licence to the public and to abide by the terms herein.

Signed for and on behalf of the Coach:

Date:

Signed by the Coach:

Date: