

Tennis Coach Licence

This Licence Agreement is made on the 1st day of April 2017

Between

(1) *The Friends of Brook Green* (“the Venue”) and

(2) *XX* (“the Coach”)

Now it is hereby agreed as follows:

1. Licence

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

2. Period of Licence

1 April 2017 to 31st March 2022

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 a specified and authorised officer of the Venue at any time during the period of any Licence.

3. Eligibility and Insurance

- 3.1. The Coach must have an up to date Lawn Tennis Association Accreditation and be licensed to Level 3 as a minimum.
- 3.2. The coach must have Public Liability Insurance providing a minimum of £2m cover. A copy of the policy must be made available to the Venue.
- 3.3. The Applicant will indemnify the Venue against any claims for loss or damage to property or injury or death to any person directly arising from the provision of said fitness sessions
- 3.4. Copies of Risk Assessments must be provided and reviewed periodically with updates provided to the Venue

4. Duties

- 4.1. The Coach agrees to comply with the Venue'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 the Venue, all of which can be provided in copy to the Coach upon request. They will also adhere to the LTA What's the Score Safe and Inclusive Tennis Policy.
- 4.2. The Coach agrees, at all times, to act in a manner that reflects positively on the Venue.
- 4.3. The Coach agrees to monitor and report any maintenance issues at the tennis facility to Idverde and Luminance Pro in a timely fashion.
- 4.4. The Coach agrees to achieve Tennismark+ by 31 March 2018.
- 4.5. The Coach and Venue will work together to produce the Venue's Tennis Development Plan (2017-2022) which will then be implemented by the Coach.
- 4.6. The Coach is expected to undertake community outreach initiatives to maximise court usage at off-peak times, for instance engaging with local schools and local community groups.
- 4.7. The Coach will attend quarterly review and monitoring meetings with the Venue and submit reports on course figures to the Venue.
- 4.8. During coaching sessions the Coach agrees to not exceed the coach to pupil ratio as outlined in LTA guidance.
- 4.9. In advance of any coaching taking place, the Coach will supply to the Venue full details (training, qualifications, and name) of each coach and/or coaching assistant working on the site.
- 4.10. The Coach will supply to the Venue details of the proposed coaching programme in advance of the term starting.
- 4.11. The Coach shall be permitted to use 2 Standard courts and 2 mini tennis courts at off-peak times, and if requiring courts at peak times this will require prior agreement with the Venue. Peak and off-peak times will be defined by the Venue.
- 4.12. The Coach may book courts via the ClubSpark system up to 90 days in advance. These will be subject to a £6 per court per hour hire fee and excludes the cost of lighting.
- 4.13. Coaching fees will be set by the Coach and agreed by the Venue and 100% of the income will be retained by the Coach.
- 4.14. The Coach shall be permitted to run holiday camps during holiday time at the site, with prior approval by the Venue.
- 4.15. Coaches will use ClubSpark to book and administer all of their courses and holiday camps.
- 4.16. The Coach agrees not to disclose to any persons any confidential information with regard to the business or financial affairs of the Venue.
- 4.17. The Coach will carry appropriate and visible identification at all times when coaching at the Venue.

4.18. The Coach will be allowed to store equipment in the FBG Office in the Pavilion and will maintain it in a clean and orderly fashion.

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 the Venue. 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:

Either party may terminate this Agreement by giving 12 month's notice in writing. Additionally, the Venue shall have the right to terminate this agreement immediately without any payment in lieu of notice, in the event of the Coach:

- A) Being in breach of any terms of this Agreement.
- B) Persistently and wilfully neglecting, or becoming incapable for any reason, of efficiently providing the fitness sessions.
- C) Carrying out or permitting others to carry out any action that is likely to bring the Venue into disrepute or damage its interests.

8. Variation of Agreement

The Venue 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

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 the Venue reserves the right to refuse the granting of a license in consequence of disclosure of past or past offences. The Venue further reserves the right at anytime 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. Acceptance

By signing hereto both parties accept and agree to abide by the terms herein.

Signed for and on behalf of the Venue :.....

Date:

Signed by the Coach :

Date: