

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 public Tennis Courts at Brook Green ("**the Venue**") for 21 years, expiring in June 2035. FBG wishes to appoint a coach as sole provider of coaching at the Venue subject to terms and conditions.

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

1 April 2021 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 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 ("LTA") registration and accreditation to Level 3 or above.
- b) The Coach must ensure that all coaches that the Coach permits to exercise and exploit the Coach's rights under this Licence ("sub-coaches") must also have an up to date LTA registration and either
 - be Level 3 or above accredited if coaching unsupervised; or
 - be Level 1 or Level 2 accredited provided he or she is "line of sight" supervised at all times by a Level 3 coach (which includes by a Level 3 coach working on an adjacent court).

- c) Copies and details of the LTA registration and accreditation and LTA coach number for the Coach and all sub-coaches must be supplied to FBG in advance of the sub-coach being permitted to work, in such format as FBG shall require, including in excel format.
- d) The Coach must comply with clause 9, which concerns Disclosure and Barring Service (DBS) certificates, in respect of the Coach and the sub-coaches. The Coach must supply copies and details of all such certification to FBG in advance of the Coach and each sub-coach being permitted to work.
- e) The Coach and each sub-coach must have Public Liability Insurance providing a minimum of £2m cover. A copy of the policy must be made available to FBG.
- f) 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 coaching by the Coach and/or sub-coaches at the Venue.
- g) Copies of any Risk Assessments conducted by the Coach or sub-coaches must be provided and reviewed periodically with updates provided to FBG

4. Duties and Obligations of the Coach

- a) The Coach agrees to comply with any conditions of hire, health & safety policy, equal opportunities policy, safeguarding policy, anti-corruption policy, discrimination policy and general code of conduct and bye laws as issued by or relating to FBG. The Coach will also adhere to the LTA rules and guidelines as published from time to time which apply to coaches.
- b) The Coach agrees, at all times, to act in a manner that reflects positively on FBG.
- 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 and FBG will work together to produce a coaching programme which meets the needs of the local community (the "Official Programme") and allows the Venue to continue to maintain a registration with the LTA.
- e) The Coach will supply to FBG details of the proposed Official Programme in advance of the term starting and will upload the Official Programme to the ClubSpark booking system.
- f) The Coach agrees to not exceed the coach to pupil ratio as outlined in LTA guidance.
- g) The Coach shall be permitted to use courts only as set out in a schedule to be agreed from time to time between FBG and the Coach ("the Permitted Court Time"). The schedule will set out the courts available both for the Official Programme and private tuition, practice play or game play ("Privates"). The schedule shall be in excel format and particularise the Coach's Permitted Court Time on a slot by slot basis, including (if necessary) detailing any differences in Permitted Court Time during peak and off-peak times. Peak and off-peak times will be defined by FBG (see Clause 10 below). In the absence of any such agreed schedule, by default the Permitted Court Time during will as a maximum be:
 - 1 adult court per hour and
 - Any number of the mini courts per hour.

- j) The Coach shall also run holiday camps during school holidays ("Holiday Camps") and shall publish the Holiday Camp programme via ClubSpark. Instead of the courts allocated on the agreed schedule for children's tennis during school term time, the Coach shall be allowed eight courts between the hours of 9am and 4pm (but no more than 2 adult courts at one time), such courts being treated as Permitted Court Time.
- k) FBG reserves the right to cancel without notice any bookings not falling within the Permitted Court Time.
- l) The Coach will use ClubSpark to book and administer all their courses and holiday camps.
- m) Fees charged by the Coach for the Official Programme and Privates will, subject to a maximum price set with the prior agreement of FBG, be set by the Coach and 100% of the income will be retained by the Coach.
- n) The Coach may make bookings falling within the Permitted Court Time via the ClubSpark system up to 30 days in advance. Adult courts will be charged at the current prices for the courts at the time, currently £9.00 per court per hour and £4.00 for floodlighting. Mini courts will be charged at £5.60 per hour.
- o) The Coach must only use authorised sub-coaches. A sub-coach is authorised if he or she meets the registration, certification and accreditation requirements of clause 3 and the Coach has supplied the documentation and details required under clause 3.
- p) The Coach may make any slot of Permitted Court Time, which is not being used for the Official Programme and Holiday Camps, available to an authorised sub-coach to conduct Privates.
- q) The Coach must ensure that at all times that all sub-coaches:
 - are aware of and comply with all the policies and requirements set out in clause 4(a)
 - do not do or omit to do anything which causes the Coach to be in breach of the terms of this Licence.
- n) The Coach will undertake "outreach" initiatives in order to make tennis available to children from under-privileged backgrounds, including promoting tennis to the local state schools and via national or local charities (whether tennis focused charities or not). For the avoidance of doubt "outreach" does not include merely encouraging greater take up of tennis generally.
- 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 such equipment in the FBG Pavilion as FBG might authorise from time to time and will maintain the storage area in a clean and orderly fashion.

5. No Employment or Agency creation.

Nothing in this Licence shall render or be deemed to render the Coach as an employee or agent of FBG. The relationship is one of engager and independent contractor.

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 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 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 the coaching services envisaged by this Licence.
- c) Carrying out or permitting others to carry out any action that is likely to bring FBG or the Venue into disrepute or damage its interests.

8. Variation of Agreement

FBG may vary the terms of this Licence (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 at all times hold a valid and up to date Disclosure and Barring Service (DBS) certificate under the provisions of the Rehabilitation of Offenders Act 1974 and the Safeguarding Vulnerable Groups Act 2006 in order to work at the Venue or operate under the terms of this Licence. A breach of this Clause 9 shall be grounds for automatic termination of this Licence with, for the avoidance of doubt, no compensation due. FBG further reserves the right at any time prior to or at any time that the Licence shall remain in force to make such enquiries as it may lawfully make as to the past criminal record of the Coach or any sub-coach and to revoke this Licence and to withdraw its consent to any sub-coach working at the venue in the event of undeclared offences 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:

Peak: 12.00-14.00 Monday to Friday
 18.00 to 21.00 Monday to Friday
 11.00 to 21.00 Saturday and Sunday

Off-Peak All times not stated as 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 FBG:

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Date:

Signed by the Coach:

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Date: