

THIS AGREEMENT is made the _____ day of _____ 2003.

BETWEEN [INSERT NAME] CRICKET CLUB INC. of [insert address]

(“Club”)

AND [INSERT NAME OF COACH] of [insert address]

(“the Coach”)

BACKGROUND

- A. The Club is an incorporated body which is a member of the [insert details] Cricket Association (“**Association**”). The Club enters a number of teams in competitions conducted by the Association and requires the services of a suitably qualified and experienced coach to provide coaching services in respect of the Club's teams.
- B. The parties wish to enter into this agreement to formalise the arrangements for the provision of services to be provided by the Coach to the Club.

IT IS AGREED AS FOLLOWS:

1. TERM OF AGREEMENT

Notwithstanding the date this agreement is signed, this agreement is deemed to have commenced on the date set out in **item 1** of the schedule and will expire on the date set out in **item 2** of the schedule, unless it is terminated earlier by the parties in accordance with **clause 11** (“**the Term**”).

2. SERVICES TO BE PERFORMED

- 2.1** The Coach is contracted in the position specified in **item 3** of the schedule.
- 2.2** The Coach is contracted to provide the services to the Club as set out in **item 4** of the schedule (“**the Services**”). The Club may, after consultation with the Coach vary the responsibilities and duties to suit its needs but not so as to change substantially the nature of them.
- 2.3** The Coach will be required to provide the Services at times necessary to fulfil the requirements of **item 4** of the schedule. The nature of the position is such that the hours of contracted work may vary.
- 2.4** The Coach shall report to the person(s) specified in **item 5** of the schedule.

3. PAYMENT FOR SERVICES

- 3.1** The Club will pay the Coach the amount specified in **item 6** of the schedule for the performance of the Services (“**the Fee**”).
- 3.2** The Fee will be paid on the date specified in **item 6** of the schedule by way of cheque or by such means as mutually agreed by the Coach and the Club.
- 3.3** **Other Benefits:** The Club will also provide the Coach with the benefits (if any) specified in **item 7** of the schedule.

3.4 Travel [~~delete if inappropriate~~]: Where the Coach is required by the Club to travel with a squad and/or team to an event, training session, or other related activity the following applies:

- (a) in relation to travel within the Melbourne metropolitan area, travel is deemed to be included within the Fee;
- (b) in relation to travel within country Victoria approved by the Club, if the Coach utilises his vehicle, the Coach will be required to submit to the Club a tax invoice detailing the total kilometres travelled, together with a copy of any receipt/tax invoice for petrol expenses and the Club will reimburse reasonable travel expenses incurred;
- (c) in other cases, all travel expenses must be approved by the Club prior to travel. Exceptions will be made to this arrangement only by mutual agreement.

3.5 Each amount or benefit, of whatever description, including without limitation the Fee payable under **clause 3.1**, specified as payable by the Club to the Coach under this agreement is expressed net of GST. In addition to the amount payable, the Club will pay to the Coach on demand the GST payable by the Coach in respect of that amount, subject to the production of a tax invoice.

4. INDEPENDENT CONTRACTOR

4.1 It is agreed that the Coach enters into this agreement as an independent contractor to the Club. The parties agree that nothing in this agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership.

4.2 The Coach shall not by virtue of this agreement be, or for any purpose be deemed to be, an employee or agent of the Club unless so deemed for the purposes of the *Income Tax Assessment Act*, the *Superannuation Guarantee Charge Legislation*, *Workcover* legislation or the *Payroll Tax Assessment Act*.

4.3 The Coach will be responsible for:

- (a) the payment of the Coach's taxation in respect of any amount the Coach receives under this agreement;
- (b) the payment of any fines for failure to comply with any statute or regulation;
- (c) the payment of any insurances the Coach considers appropriate related to the provision of the Services, such as property, professional indemnity, personal accident, medical insurance or worker's compensation insurance. **[this will require amendment if the Club has agreed to pay the insurance costs of the Coach]**

4.4 The Coach may not incur expenses on behalf of the Club nor pledge the credit of the Club, except to the extent that the Coach has written authorisation from the Club to apply expenditure to a specified level for specified activities.

5. GENERAL OBLIGATIONS OF COACH

In addition to providing the Services, the Coach will:

- (a) conduct himself with propriety and decorum and refrain from any conduct which may prejudice or lessen the value of his services as a coach for the Club;
- (b) abide by the constitution, rules and by-laws of the Club and the Association;

- (c) exhibit high standards of work performance and conduct including high standards of personal behaviour;
- (d) maintain all formal or other requirements appropriate to his position as an advanced coach and in particular to effect and maintain membership of, or accreditation with the appropriate professional association;
- (e) encourage public recognition and support for the Club;
- (f) in respect of any Club player, not advocate, prescribe, recommend, support, administer or participate in the use of drugs, stimulants, or doping practices prohibited by the Club, Cricket Victoria or Cricket Australia;
- (g) comply with all lawful and reasonable orders and directions given by the Club committee of management; and
- (h) not engage in any other employment or enter into any contract involving the provision of cricket coaching services without the prior written consent of the Club.

6. HEALTH & SAFETY

The Coach acknowledges that he has obligations under *Occupational Health & Safety Act 1985 (Vic)*, including the obligation to ensure so far as is practicable that persons are not exposed to risks to their health or safety arising from the performance of the Services.

7. CONFIDENTIALITY

- 7.1 The Coach agrees that he will not at any time, whether during the Term of this agreement or after its termination, disclose to any person any confidential information obtained during or incidental to the performance of the Services under this agreement.
- 7.2 In addition, the Coach must keep the contents of this agreement confidential to himself during the Term of this agreement and after its termination, except for the purposes of obtaining legal and financial advice or as otherwise required by law.
- 7.3 Unless otherwise agreed in writing, all confidential records, documents and other papers together with any copies or extracts thereof, made or acquired by the Coach in or incidental to the performance of the Services under this agreement shall be the property of the Club and must be returned to Club upon termination of this agreement.

8. PROPRIETARY RIGHTS

The Coach agrees that any program, strategy or system developed in relation to the Services, including but not limited to documents containing training regimes and planned routines, shall be the sole and exclusive property of the Club.

9. OTHER CONTRACTS AND ARRANGEMENTS

The Club accepts that the Coach is or may have other contracts and arrangements. However the Coach must ensure that he is able to perform the Services under this agreement, and for that reason the Coach agrees that the Club may require him to disclose to it any other arrangements or agreements he has entered in or intends to enter in.

10. MARKETING & SPONSORSHIP

- 10.1 For the purposes of sponsorship, promotional, and public relations activities of the Club and/or any sponsor of the Club, the Coach shall attend at and participate in such events as may reasonably be directed by the Club. The Club shall give the Coach reasonable notice of the events which the Coach must attend.
- 10.2 The Coach shall at all times when attending training, competition and official functions in his capacity as Coach wear only such clothing as approved and directed by the Club. The Coach must not display any badge, mark, logo or trading name on any clothing worn during the Term in accordance with this agreement, other than the badges, marks, logos and trading names of Club and/or any sponsors of the Club without the express written consent of the Club.
- 10.3 The Coach authorises the use by the Club of the Coach's name, fame, image, signature, voice, visual portrayal and reputation in the context of the sport for the purposes of advertising, promoting and marketing the Club in such reasonable manner as the Club sees fit and the Club shall further be entitled to sub-licence the rights granted in this clause to any and all sponsors of the Club for use by them in a reasonable manner. This clause survives expiry of this agreement.
- 10.4** Without in any way limiting **clause 10.3**, the Club may for the purposes of sponsorship, advertising, promotion and marketing:
- (a) use any portrait photographs of the team which includes the Coach and, consistent with the intent of this clause, the Coach shall participate in such portrait photographs;
 - (b) use any photographs, video, film or other media containing images of the Coach engaged in training or in competition.

11. TERMINATION

- 11.1 Either party may terminate this agreement by giving the other party not less than thirty (30) days notice in writing. Unless otherwise agreed, the Coach shall be required to continue performing the Services during the notice period.
- 11.2 In addition the Club may terminate this agreement without notice if the Coach:
- (a) is substantially failing to comply with the terms of this agreement and has failed to remedy such breach after at least one weeks written notice by the Club to do so; or
 - (b) is substantially failing to comply with the terms of this agreement and such breach is not capable in the Club's opinion to be remedied; or
 - (c) has, in the opinion of the Club, brought it or any individuals employed by or associated with it into disrepute; or
 - (d) has become bankrupt;
 - (e) has been convicted of an indictable offence.
- 11.3 Upon termination of this agreement, the Coach shall return to the Club all property belonging to the Club including, without limitation, documents, equipment and other materials in relation to the Services. The Coach agrees that upon this agreement terminating, the Club may deduct from any monies payable to the Coach, any monies outstanding to the Club by the Coach, or the value of any property held by the Coach (as reasonably determined by the Club) which is not returned.

12. POLICIES, REGULATIONS AND PROCEDURES

The Club and Association have and will continue to develop a number of policies, regulations and procedures relating to a range of matters applicable to the Coach and his employment. All policies, regulations (in so far as they are applicable) and procedures of the Club and the Association are deemed to be part of this agreement. The Club or the Association may change these policies and procedures to meet with the operational needs of the business. Copies of such policies, regulations and procedures are available for inspection by the Coach upon request to the Secretary of the Club.

13. DISPUTE RESOLUTION

13.1 If a dispute arises out of or in relation to this agreement, the parties will confer in good faith with a view to resolving the matter in accordance with the following procedure:

- (a) should any matter occur which gives cause for concern to the Coach he will raise such matter with the Chair of the Club Committee of Management;
- (b) should any matter occur which gives cause for concern to the Club Committee of Management, its delegate(s) will raise such matter with the Coach;
- (c) if the matter is not settled, it must be discussed between the Coach and a delegate of the Club Committee of Management in the presence of their respectively nominated mediator;
- (d) if the matter is still not settled, the formal dispute resolution as documented within the Club Statement of Purposes and Rules will be followed.

The parties agree to attempt to resolve any dispute in accordance with the procedure set out in **clause 13.1**, prior to taking any further action or commencing any proceedings in a Court of law.

14. APPLICABLE LAW

This agreement shall be governed by and construed according to the laws of Victoria in Australia and the Coach and the Club agree to submit to the jurisdiction of the Courts of Victoria.

15. COMPLETE AGREEMENT/VARIATION

In addition to Club policies and procedures and the Schedule attached, this agreement records the Club's complete agreement with the Coach in relation to the provision of the Services. It replaces all previous written or oral agreements or understandings. If the Club agrees to vary any term of this agreement, it must be recorded in writing and signed by both parties before it is valid.

16. NO ASSIGNMENT

The Club contracts the Coach to perform the Services in this agreement, and the Coach may not assign or sub-contract the Services (in whole or in part) to any other person or organisation, except where it is expressly agreed in writing between the parties.

17. INDEMNITY

The Coach agrees to indemnify the Club, its directors, officers, employees and agents (for the purposes of this clause referred to as the Club) against loss, damage or expense incurred by the Club as a result of the performance of the Services under this agreement or breach of this agreement by the Coach.

EXECUTION

EXECUTED by [INSERT NAME] **CRICKET**)
CLUB INC. by being signed by:)
)
)
)
)
)
)

 Signature of director/secretary

 Signature of director

 Name of director/secretary (please print)

 Name of director (please print)

SIGNED by [INSERT NAME OF COACH] in)
 the presence of:)
)
)
)
)
)
)

 Witness Signature

 Signature

 Witness Name (please print)

SCHEDULE

Item 1

Term - Commencement Date *[Insert date of commencement]*

Item 2

Term - Expiration Date *[Insert date of expiration]*

Item 3

Services – Position *[Insert Club Position]*

Item 4

Services The Coach is to provide the following Services to Club during the Term:

- *[insert job description / roles / responsibilities]*

Item 5

Services - Report The Coach shall report to the Club Committee of Management. The majority of day-to-day communications will be with the *[insert position of the Club Committee of Management.]*

Item 6

Payment for Services

Fee:

The fee specified in this item 7 of the schedule will be paid within fourteen (14) days of Club receiving a tax invoice from the Coach, detailing the Coach's Australian Business Number (ABN), day(s) of service(s), a brief description of the service(s) provided, and the rate of the service(s) provided. The tax invoice will be deemed to be inclusive of GST unless otherwise specified.

Item 7

Payment for Services

Other Benefits:

The Coach shall also be provided with the following benefits:

[insert if other benefits (if any)]