

Agreement for self employed coaches

This contract for services is made on **[date]**

Between:

[Name of association] of **[address]** ("the Client"); and

[Name of self-employed contractor] of **[address]** ("the Contractor").

It is agreed as follows:

Definitions

In this contract the following words and expressions shall have the following meanings unless the context otherwise requires:

Commencement Date: **[date]**.

Services: the coaching services to be performed by the Contractor in the course of his/her appointment under this contract and which includes, together with such other related services as may from time to time be required by the Client.

Termination Date: the date on which the Contractor's appointment hereunder is terminated.

Appointment

With effect from the Commencement Date, the Contractor is appointed as a self-employed contractor to the Client for a period of to carry out the Services, such services to be provided using reasonable skill and care.

Duties

During his/her appointment, the Contractor agrees:

- during his/her appointment, that while they are free to undertake any additional activities or accept any other engagements they will not undertake any activities or accept other engagements that lead or might lead to any conflict of interest between the Contractor and the best interests of the Client; and
- to keep the Client informed of progress on the Services and in particular to liaise with **[name]** in respect of the day-to-day performance of the Services.

While the Contractor's method of working is entirely his/her own and he/she is not subject to the control of the Client, he/she shall nevertheless comply with any reasonable requests of the Client and shall deliver the coaching programme mutually agreed by the other contracted coaches appointed to the group.

Dress

The Coach must look smart and professional when on duty and must not wear garments which advertise a club or his/her company associations. JDC/JAC/JRPC badged coaching kit will be available to purchase by the coach.

Delegation of work

The Client shall not be obliged to provide the Contractor with any work and the Contractor will not be obliged to accept or perform any work offered, unless and until the Client has requested and the Contractor has agreed to perform such work.

If the Contractor is unable at any time to perform the Services due to circumstances beyond his/her control, the Contractor may delegate performance of the Services to another coach already contracted to the centre to work with a different group. This delegation will be subject to the Client's consent, which will not be unreasonably withheld.

The Contractor must promptly notify the Client in the case of illness or accident that prevents the performance of the Services in accordance with this contract.

Fee

A fee of £**[amount]** together with value added tax thereon (if applicable) shall be payable to the Contractor for the provision of the Services.

The Contractor shall submit an invoice to the Client on, or as soon as reasonably possible after, the last day of each charging period specified as specified in the handbook or letter of appointment.

In the event that there are periods when there are no Services for the Contractor to perform, the Contractor shall not be paid a retainer for these periods. The fee is payable only in respect of Services actually provided.

Expenses

The Contractor shall be entitled to be reimbursed by the Client for all out-of-pocket expenses in line with the Client's expenses policy.

Equipment and tools.

The Contractor is expected to provide and pay for his/her own specialist equipment, tools and materials and to have their own adequate public liability insurance. The centre owns basic equipment for the players' use which will be made available to the Coach if requested. The Coach who must accept the responsibility to return the equipment at the end of the session and the liability to replacing any that is missing.

Confidentiality

The Contractor agrees not to divulge any confidential information regarding the Client to any 3rd party.

Termination

Either party shall have the right at any time to terminate this contract by giving not less than **[number] [weeks'/months']** notice in writing to the other party.

In addition, the Client shall have the right to terminate this contract at any time by summary notice without any payment in lieu in the event of the Contractor:

- being in material or persistent breach of any of the terms of this contract;
- having a bankruptcy order made against him/her or making any arrangement with his/her creditors or having an interim order made against him/her;
- being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;
- persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Services, including a failure to remedy any fault in work produced within a reasonable period of time of being notified of that fault; or
- doing any action manifestly prejudicial to the interests of the Client or which may, in the opinion of the Client, bring it into disrepute, including, but not limited to, breaches of the Association's codes of conduct;

and the Contractor shall have no claim against the Client in respect of the termination of his/her appointment for any of the reasons specified above.

Tax liabilities

The Client and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of his/her fees and accordingly the Contractor hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax and national insurance or similar contributions relating to the Contractor's services under this contract.

Data protection

The Contractor and the Client agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any amendments thereto.

No employment

Nothing in this contract shall render or be deemed to render the Contractor an employee or agent of the Client and the Contractor hereby agrees that he/she is a self-employed independent contractor and not an employee or agent of the Client. This contract does not create any mutuality of obligation between the Contractor and the Client.

The Contractor does not qualify for any company benefits from the Client.

Signed by the Contractor:

For and on behalf of the Client

Signed: