



# Contractor Coach Agreement

Agreement between Sydney Uni Sport & Fitness, the

Sydney Uni \_\_\_\_\_ Club and \_\_\_\_\_  
(Insert club sport here) (Insert contractor's name here)

## CONTACT DETAILS – Contractor please complete all fields in this section

Address		Post Code:
Home Phone		
Business Phone		
Mobile Phone		
Email		
Date of Birth		
Emergency Contact	Name:	
	Phone:	

## BANKING DETAILS – Contractor please complete all fields in this section

Bank Name (e.g. CBA, NAB)	
Bank Branch (e.g. Broadway)	
Account Name (e.g. Mr Joe Bloggs)	
Bank BSB No. (6 digits)	
Bank Account No.	

## COACH QUALIFICATIONS, INSURANCE AND WORKING WITH CHILDREN CHECK FORMS

– Contractor please complete all fields in this section

<b>Qualifications</b> (copy of coach's certificates to be attached)		
<b>Working with Children Prohibited Employment Declaration and Consent form</b>	Please attach a signed copy of the Working with Children Applicant Declaration and Consent which is available at: <a href="https://check.kids.nsw.gov.au/background-check-consent.php">https://check.kids.nsw.gov.au/background-check-consent.php</a>	
Is a certified copy of the contractor's certificates of public liability, workers compensation and professional indemnity insurance attached?	Yes <input type="radio"/>	No <input type="radio"/>



**POSITION DETAILS** – Clubs please complete all fields in this section

No. of members or teams coached:		
Training days, matches or sessions the coach is due to attend:		
Term of appointment	Start:	Finish:

**PAYMENT** – Clubs please complete all fields in this section

INVOICE DATE	SUSF CONTRIBUTION	CLUB CONTRIBUTION	GST
Total fee agreed between coach and club (including GST):			\$

Contractor's fees can be expressed as a lump sum payment or an hourly rate with a total maximum payable. E.g. \$2000 (including GST) or \$20 per hour to a maximum of \$2000 (including GST). If the contractor is registered to collect GST, the remuneration should include GST and state clearly what component of the remuneration that is.



# Contractor Coach Agreement

**Date**

2012

## Parties

1. Sydney Uni Sport & Fitness ABN 96 121 520 371 of University Sports & Aquatic Centre, Building G09, University of Sydney, New South Wales 2006 (SUSF) together with the Sydney Uni \_\_\_\_\_ Club
2. \_\_\_\_\_ name of Contractor ACN \_\_\_\_\_ of  
\_\_\_\_\_ address (Contractor)
3. \_\_\_\_\_ name of key person of  
\_\_\_\_\_ address (Key Person)

## Background

- A. SUSF wishes to engage the Contractor to provide the Services.
- B. The Contractor has agreed with SUSF that it will provide the Services, particularly through the skills of the Key Person.
- C. The parties have agreed to the terms and conditions contained in this Agreement.

## 1. Definitions and interpretation

### 1.1 Definitions

In this Agreement:

**Agreement** means this agreement including the background, any schedules and any annexures;

**Commencement Date** means the date set out in Item 2 of the Schedule;

**Confidential Information** means, including but not limited to, customer lists or customer requirements, price lists or pricing structures, marketing or sales information, business plans, financial information, contracts, details of the remuneration and performance assessment of SUSF's employees, any document marked "confidential" and any information which you have been told is confidential or which you might reasonably expect that we or our suppliers, athletes, coaches or customers would regard as confidential.

**End Date** means the date set out in Item 3 of the Schedule;

**Invoice** means an invoice of the Contractor for Services and Expenses, accompanied by:

- (a) Completed records of sessions and matches attended;
- (b) An Expenses summary; and
- (c) Reasonable evidence of Expenses being incurred;

**Intellectual Property Rights** means any intellectual property rights, including moral rights, whether registered or not, whether arising now or in the future, on any legal basis. This includes rights in relation to copyright, patents, inventions, trademark, design, trade secrets, know how, goodwill, reputation and Confidential Information.

**Services** means the services set out in Item 1 of the Schedule; and

**Term** means the term of this Agreement.



## **2. Agreement to Provide Services**

### **2.1 Contractor's obligations**

The Contractor agrees to provide the Services to SUSF during the Term in accordance with the terms and conditions of this Agreement.

### **2.2 Warranties**

- (a) The Contractor warrants that it has the necessary skills, experience, licences and qualifications to perform the Services.
- (b) The Contractor warrants that the Services will be provided:
  - (i) in a professional, efficient, diligent and competent manner;
  - (ii) with due skill and care and to the best of the Contractor's knowledge and expertise;
  - (iii) in accordance with all reasonable directions in relation to the Services given by SUSF from time to time; and
  - (iv) in compliance with all applicable laws.

- (c) The Contractor warrants that it and the Key Person will at all times comply with the requirements of safety legislation. The Contractor and the Key Person will abide by all of SUSF's safety rules, regulations, policies and procedures including the completion of all induction and other training requested by SUSF and to comply with any requirement to report any incident to an occupational health and safety regulatory body, and to discuss any reported incident with the SUSF Club Development Manager as soon as possible after the incident occurs.

If the Contractor or the Key Person engages in any inherently dangerous conduct or conduct likely to cause injury to him/her/itself, employees, clients or others, or otherwise breaches SUSF's safety rules, regulations, policies and procedures, this will result in further action being taken by SUSF which may include termination of this Agreement.

- (d) The Contractor agrees to provide all information reasonably requested by SUSF in order to evaluate the Contractor's performance of the Services.

### **2.3 Key Person**

The Contractor must:

- (i) engage and use the Key Person to perform the Services; and
- (ii) ensure that the Key Person does not delegate the performance of the Services to any other person.
- (iii) SUSF may terminate this Agreement at any time with immediate effect if the Key Person is not available to provide the Services.

### **2.4 Supply of services to others**

This Agreement does not prevent or restrict the Contractor supplying services of any kind to any other person, except that the Contractor must not supply services to another person if, in the reasonable opinion of SUSF, doing so will:

- (a) adversely affect the Contractor's ability to supply the Services; or
- (b) conflict with the best interests of SUSF.



### 3. Term

#### 3.1 Term

The Contractor will provide the Services from the Commencement Date until the End Date unless terminated earlier in accordance with clause 7.

### 4. Payment to Contractor

#### 4.1 Payment for Services

In consideration of the due and proper performance of the Contractor's obligations under this Agreement, and subject to clause 5, SUSF agrees to pay to the Contractor a fee calculated on the basis set out in Item 4 of the Schedule.

#### 4.2 Contractor to supply Invoice

Subject to clause 5, the Contractor will invoice SUSF on the dates nominated in Schedule 2 in arrears for the payment provided for in clause 4.1 by delivery of an Invoice.

#### 4.3 Time for payment

SUSF will pay the Contractor in accordance with clauses 4.1 and 4.2 within 30 days of receipt of a valid Invoice.

### 5. Goods and Services Tax

#### 5.1 Goods and services tax

The parties agree that:

- (a) all Payments have been calculated exclusive of GST unless otherwise indicated;
- (b) if any Payment is consideration for a Taxable Supply for which the supplier is liable to GST, the recipient must pay the GST Amount to the Supplier, concurrently with the relevant Payment unless otherwise agreed in writing;
- (c) any reference to a cost or expense in this Agreement excludes any amount of GST forming part of the cost or expense when the relevant party incurring the cost or expense can claim an Input Tax Credit; and
- (d) the supplier will provide to the recipient a Tax Invoice for each supply.

#### 5.2 Definitions

In this clause 5:

**GST Amount** means any Payment multiplied by the applicable rate at which the GST is levied;

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**Input Tax Credit, Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the GST Act; and

**Payment** means any amount payable under or in connection with this Agreement including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration.



## **6. Relationship of the Parties**

### **6.1 No agency relationship**

This Agreement does not create a relationship of agency or partnership or joint-venture between SUSF and the Contractor. The Contractor has no authority to incur and must not incur any liabilities on behalf of SUSF except with SUSF's express prior written instructions and consent.

### **6.2 No employment relationship**

The Contractor acknowledges and agrees that it provides the Services as an independent contractor and this Agreement does not create a relationship of employment and SUSF is not responsible in any way for:

- (a) payment of any taxes, levies, superannuation or workers compensation contributions;
- (b) the deduction of any income tax;
- (c) the provision of annual leave or personal leave or any other leave consequent upon a relationship of employment;

in relation to or arising out of the provision of the Services or in respect of the Key Person.

### **6.3 Liability and Indemnity**

- (a) The Contractor and the Key Person jointly and severally indemnify SUSF and keep SUSF indemnified (on a full indemnity basis) against any loss, cost, expense or damage suffered or incurred by SUSF arising directly or indirectly from or related to the provision of the Services, including (but not limited to):
  - (i) Any act or omission (including negligent acts or omissions) by the Contractor;
  - (ii) Any breach or non-observance by the Contractor or the Key Person of any provision of this Agreement or warranty given under this Agreement.
  - (iii) Any breach of any law or statute by the Contractor or the Representative; or
  - (iv) Any right or claim by any third party.
- (b) The Contractor and the Key Person guarantee the provision of the Services generally, and agree that they are jointly and severally liable for any loss, cost, expense or damage suffered or incurred by SUSF arising directly or indirectly from or related to the provision of the Services, including (but not limited to):
  - (i) Any breach or non-observance by the Contractor or the Key Person of any provision of this Agreement or warranty given under this Agreement;
  - (ii) Any breach of any law or statute by the Contractor or the Key Person; or
  - (iii) Any right or claim by any third party.
- (c) The Contractor agrees to indemnify and keep indemnified SUSF against any:
  - (i) taxes;
  - (ii) levies;
  - (iii) superannuation;
  - (iv) workers compensation contributions; and
  - (v) any entitlement claimed by the Key Person (including without limitation any termination benefits including notice payments, redundancy payments, unfair or unlawful dismissal verdicts),

SUSF is required to pay in relation to or arising out of the provision of the Services.



## **7. Termination**

### **7.1 Agreement may be terminated**

The Contractor and SUSF agree that this Agreement may be terminated by:

- (a) Either party at any time by not less than four weeks notice in writing;
- (b) SUSF at any time with immediate effect by giving written notice to the Contractor if:
  - (i) The Contractor or the Key Person materially breaches any other provision of this Agreement;
  - (ii) The Contractor or the Key Person, in the reasonable opinion of SUSF, is guilty of fraud, dishonesty or any other serious misconduct;
  - (iii) The Contractor ceases to carry on business;
  - (iv) Any step is taken to enter into any arrangement between the Contractor and its creditors;
  - (v) Any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Contractor's assets or business; or
  - (vi) The Contractor's, or the Key Person's conduct may, in the reasonable opinion of SUSF, bring SUSF into disrepute.

### **7.2 Clauses which survive termination**

Clauses 5, 6.3, 8 and this clause 7 survive termination of this Agreement.

### **7.3 Termination obligations**

On termination of this Agreement, the Contractor will immediately deliver to SUSF all property of SUSF in its possession or under its control.

## **8. Confidentiality & Intellectual Property**

- (a) The Contractor must keep and ensure that the Key Person keeps all Confidential Information confidential and uses it only for the purposes of providing services under this agreement. This clause continues in effect after termination of this agreement for any reason.
- (b) The Contractor assigns to the Company all existing and future Intellectual Property Rights. The Contractor must do all things reasonably requested by SUSF to exploit and assure further rights are assigned under this clause.

## **9. Insurance**

### **9.1 Contractor must maintain insurance**

The Contractor must take out and maintain at its cost:

- (a) all necessary statutory workers' compensation insurance (and otherwise comply with all statutory workers' compensation requirements);
- (b) public liability insurance of not less than \$ 5 million per occurrence with no aggregate limit and which covers all sums which the Contractor may become legally liable to pay in respect of or in relation to:
  - (i) the death of, or bodily injury (including disease or illness) to any person including (but not limited to) any officer, employee, agent or subcontractor of SUSF; and



- (ii) loss of, or damage to, property (including consequential loss) anywhere in Australia, as a result of negligence, breach of duty or breach of statute by the Contractor or its agents or sub-contractors; and
- (c) professional indemnity insurance for a sum of not less than \$ 2 million.

## **9.2 Contractor to provide evidence**

The Contractor must, on request by SUSF, promptly provide to SUSF evidence of the insurance cover obtained by the Contractor in accordance with clause 8.1, including certificates of currency and policy terms (including exclusions).

## **10. Key Person's obligations**

The Key Person agrees to adhere and comply with all covenants and obligations of the Contractor set out in this Agreement to the maximum allowable extent permitted by law as if the Key Person were named as the Contractor therein.

## **11. General provisions**

### **11.1 Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

### **11.2 Entire Agreement**

This Agreement:

- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

### **11.3 Representations**

Each party has entered into this Agreement without relying on the representation by any other party or any person purporting to represent that party.

### **11.4 Variation**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

### **11.5 Governing law and jurisdiction**

- (a) The law of New South Wales and the Commonwealth of Australia governs this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia.

### **11.6 Set off**

Any payment which the Contractor receives from SUSF which exceeds an amount payable under this Agreement can be set off against a claim for payment of another amount payable under this Agreement or otherwise. Set off payments under this clause can continue after this Agreement is terminated.





## SCHEDULE

### Item 1: Services

The Contractor is to provide the following Services:

- (a)
- (b)
- (c)
- (d)
- (e)

The parties agree that:

- (a) The Contractor is to provide the Services averaging \_\_\_\_\_ sessions/events per week; and
- (b) The Contractor will perform the Services at SUSF's premises or such other location or locations as SUSF may require from time to time.

### Item 2: Commencement Date

\_\_\_\_\_

### Item 3: End Date

\_\_\_\_\_

### Item 4: Fee and Invoicing

INVOICE DATE	SUSF CONTRIBUTION	CLUB CONTRIBUTION	GST
			\$
Total salary fee between coach and club (including GST):			\$



**Executed** as an agreement

**Executed by Sydney Uni Sport and Fitness** ABN 96 121 520 371:

\_\_\_\_\_  
Signature of Club President

\_\_\_\_\_  
Signature of Matthew Phelps,  
SUSF High Performance Manager

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

**Executed** by \_\_\_\_\_ [insert Contractor's businessname] \_\_\_\_\_ .ACN [insert]  
in accordance with section 127(1) of the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director or secretary\*  
\*delete whichever does not apply

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

Signed by: \_\_\_\_\_ [insert Contractor's/individual's name]

\_\_\_\_\_  
Signature

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (Please Print)