

**[NAME OF CLUB] (the "Client" )**  
**CONSULTANCY AGREEMENT FOR COACHING SERVICES**

**NAME:** [NAME OF COACH] (the "Coach")

**ADDRESS:** [ADDRESS OF COACH]

**DATE:** [DATE OF AGREEMENT]

**WHEREAS**

- (A) In reliance on the Coach's skill, expertise and knowledge, the Client wishes to engage the Coach to provide the Services.
- (B) The Coach agrees to provide the Services to the Client on and subject to the terms and conditions set out in this agreement and its schedules (the "Agreement").

**IT IS AGREED** as follows:

**1. Provision of Services**

The Client engages the Coach to provide the services set out in schedule 1 (the "Services") and the Coach agrees to provide the Services on and subject to the terms and conditions contained in this Agreement.

**2. Duration of Engagment**

- A. [This Agreement shall commence with effect from *[insert start date]* and shall continue for a fixed term of *[insert length of fixed term]* until *[insert end date]* subject to the terms and conditions set out in this Agreement unless terminated earlier in accordance with clause [9].]
- B. [This Agreement shall commence with effect from *[insert start date]* and shall continue subject to the terms and conditions set out in this Agreement until terminated in accordance with clause [9].]
- C. [This Agreement shall commence with effect from *[insert start date]* and shall continue, subject to the terms and conditions set out in this Agreement, until *[the completion of a specific task]*, unless terminated earlier in accordance with clause [9].]
- D. [This Agreement shall commence with effect from *[insert start date]* and shall continue, subject to the terms and conditions set out in this Agreement, until the earlier of *[the completion of a specific task]* or *[insert end date]* being the end of a fixed period of *[insert length of fixed term]* or unless your employment is terminated earlier in accordance with clause [9].]

**3. Coach's Obligations**

- 3.1 The Coach agrees and undertakes to provide the Services with all due care and diligence and in accordance with best practice, to act in the best interests of the Client at all times and to obey all lawful and reasonable instructions and directions of the Client from time to time.
- 3.2 A [The Coach agrees to provide the Services to the Client *[specify the days/hours to be worked if very specific]* or as otherwise reasonable required by the Client.]

- B [The Coach agrees to provide the Services to the Client for a minimum of [ ] and a maximum of [ ] hours per week at such times as may be reasonably required by the Client.]
- C [The Coach agrees to provide the Services as and when reasonably required by the Client, provided that the Coach shall not provide the Services for more than *[insert number]* *[[hours/days]* per *[week/month/year]* in total.]
- D [The Coach agrees to provide the Services as and when reasonably required by the Client.]
- 3.3 A [The Coach agrees to provide the Services at [ ] or such other locations as the Client may from time to time reasonably request.]
- B [Subject to the Client reserving the right to direct the Coach to provide the Services at a location of the Client's choice, the Coach shall be entitled to determine when and at which locations the Services shall be provided.]
- 3.4 The Coach agrees to undertake such travel within *[the United Kingdom and overseas]* as the Client shall reasonably require in connection with the Services.
- 3.5 The Coach agrees to attend such meetings at such locations and at such times as the Client shall reasonably require in connection with the Services.
- 3.6 The Coach shall be responsible for the provision of the resources and equipment specified in Schedule 2 of this Agreement. The provision and maintenance of such resources and equipment shall be at the Coach's own expenses, unless otherwise agreed in writing with the Client.
- 3.7 *[The Coach agrees to provide the Client with an Enhanced Disclosure from the Criminal Records Bureau, which the Client, in its absolute discretion, considers to be satisfactory and agrees that he shall be obliged to continue to satisfy this obligation throughout his engagement with the client.]*

#### **4. Exclusivity of Engagement**

- A [The Coach shall not be employed by, perform any work for and/or accept any engagements with any third parties during the continuance of this Agreement.]
- B [The Coach shall be free to be employed by, perform work for and/or accept any engagements with any third party during the continuance of this Agreement. The Coach agrees to provide such details of any employment by, work for and/or engagements with any third parties as the Client may reasonable require.]

#### **5. Client's Obligations**

- 5.1 Throughout the period of this Agreement the Client shall afford the Coach such access to the Client's resources as the Coach may reasonably require to provide the Services.
- 5.2 *[The Client recognises that the Coach is a "worker" as defined in the Working Time Regulations 1998 (as amended) and therefore agrees that the Coach is entitled to paid holiday. The Coach's entitlement to paid holiday is to [ ] days holiday to be taken at such times as may be agreed in advance with the Client.]*

#### **6. Fees**

- 6.1 The Client shall pay to the Coach a fee of £[ ] (*[inclusive/exclusive]* of VAT) per [ ]. The Coach is not entitled to be paid for any services which the Coach does not provide[ , *including where the reason for the Coach's non-provision of the services is at the Client's request*].

- 6.2 The fees shall be payable by the Client [*weekly/monthly*] in [*advance/arrears*] on submission by the Coach of an invoice in respect of Services performed to the satisfaction of the Client. Any VAT chargeable on the fees or any part of them shall be paid by the Client to the Coach provided that the invoice submitted by the Coach is in an appropriate form.
- 6.3 A [The Client shall reimburse to the Coach all travelling and other expenses reasonably incurred in the proper performance of the Services in accordance with its Expenses Policy [*on Consultant's expenses*]].
- B. [The Client shall reimburse to the Coach agreed travelling and other expenses reasonably incurred in the proper performance of the Services provided that the Coach shall provide the Client with such receipts or other evidence of such expenses as the Client may reasonably require.]
- 6.4 Payment by the Client of any fees or expenses shall be without prejudice to any claims or rights which the Client may have against the Coach and shall not constitute any admission by the Client as to the performance by the Coach of the obligations contained in this Agreement. Prior to making any such payment the Client shall be entitled to make deductions or deferments from any such payments due to the Coach in respect of any disputes or claims whatsoever with or against the Coach.

## **7. Additional Obligations**

- 7.1 For the purposes of this Agreement, the expression "Property" shall mean all or any property belonging to the Client which is provided to the Coach or prepared by the Coach in connection with the Services and includes without limitation, [*list details of specific property provided to the Coach*] and any confidential information belonging to the Client whether stored as part of a document or in any other medium (including electronic and digital media).
- 7.2 The Coach agrees, whenever requested by the Client and in any event on the termination of this Agreement to surrender to the Client promptly any Property in the Coach's possession, custody or control. The Coach acknowledges and agrees that, on the expiry or termination of this Agreement, the Coach shall not be entitled to retain and shall not retain any Property.
- 7.3 Save in the proper performance of the provision of the Services and subject to clause 7.4, the Coach shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person(s) to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information belonging to the Client.
- 7.4 The obligation contained in clause 7.3 shall not apply to any information which:-
- (a) the Coach is ordered to disclose by a court or tribunal of competent jurisdiction or which he is otherwise required or permitted to disclose by law; and
  - (b) is (otherwise through the Coach's breach of clause 7.3 available to the public generally.
- 7.5 The Client believes that in connection with the provision of the Services, the Coach may be required to process personal data (as such term is defined in the Data Protection Act 1998 (the "Act")) on behalf of the Client. The parties acknowledge that for the purposes of the Act, the Coach is a data processor in respect of any personal data which the Coach may process and accordingly the Coach agrees:-
- (a) not to process any personal data other than in accordance with the prior instructions of the Client;
  - (b) not to do or omit to do anything which may result in the Client being in breach of its obligations under the Act; and
  - (c) if, under the Act, the Client is required to provide any personal data which is in the possession or under the control of the Coach to any individual, to provide all

necessary co-operation to the Client to enable the Client to meet its obligations under the Act.

- 7.6 The obligations contained in this clause [7] are capable of surviving the termination of this Agreement shall continue to apply following the termination of this Agreement.

## **8. Liability**

- 8.1 The Coach agrees and acknowledges that the Client will be relying upon the skill, expertise, knowledge, and experience of the Consultant in the provision of the Services (or any substitute involved in the provision of the Services under clause 12) and accordingly, but subject always to sub-clause [8.2], the Coach agrees to fully indemnify and keep the Client fully indemnified against and from all claims, demands, awards, damages, actions, losses, costs (including legal costs) and other expenses arising as a result of or in connection with the provision of the Services (or any of them).
- 8.2 The Coach's total liability to the Client under this agreement shall not exceed [£ *insert limit*] in aggregate. This limit shall not apply to any liability of the Coach for death or personal injury.
- 8.3 The Coach shall maintain in force throughout the duration of this Agreement such insurance policies as are adequate to meet the potential liabilities of the Coach under this Agreement.

## **9. Termination**

- 9.1 This Agreement may be terminated by either party giving to the other not less than [ ] notice in writing.
- 9.2 Without prejudice to any other rights or remedies to which the Client may be entitled whether under this Agreement or at law, the Client shall be entitled to terminate this Agreement immediately by notice in writing if:-
- (a) the Coach is in breach of any obligations under this Agreement and such breach (if capable of remedy) is not remedied by the Coach within [14] days of receipt of a notice from the Client specifying the breach and requiring its remedy;
  - (b) the Coach for whatever reason is unable to provide the Services for a continuous period of [*insert length of time*] or for [*insert length of time*] in aggregate;
  - (c) the Consultant's performance or conduct brings or is in the opinion of the Client likely to bring the Client into disrepute [. *For the avoidance of doubt, if the Coach is unable to provide a satisfactory Enhanced Disclosure from the Criminal Records Bureau as required by Clause 3.7, the Client shall be entitled to terminate this Agreement immediately*]; or
  - (d) the Coach causes loss or damage to the Client by negligent or wilful act or omission.
- 9.3 In the event of termination in accordance with sub-clause [9.2], the Client shall be entitled to withhold any or all of the fees and expenses whether or not they may have accrued and without prejudice to any other rights the Client may have in respect of the Consultant's breach, performance or conduct.
- 9.4 The Coach shall not be required to fulfil an obligation under this Agreement and the provisions of sub-clause [9.2] shall not apply, if, the Coach is prevented from fulfilling the obligation by any acts or omissions of the Client. The Coach shall only be entitled to rely on the provisions of this clause 9.4 if the Coach gives written notice to the Client of any act or omission which prevents the Coach from fulfilling the obligation within 72 hours of the occurrence of the Client's act or omission.

## **10. Relationship**

10.1 For the avoidance of doubt, it is stated that the parties intend and agree that this Agreement shall be treated for all purposes as a contract for services with the relationship between the Client and the Coach being one of independent contractors.

10.2 Nothing contained in this Agreement shall be construed as having or have the effect of constituting any relationship of employer and employee between the contracting parties and the Coach shall not be entitled to receive any benefits available to employees of the Client including, without limitation, any salary, overtime payments, payment of sick pay, and pension contributions.

## **11. Tax Liabilities**

11.1 The Coach shall have the status of a self-employed person and shall be responsible for all tax liabilities arising in connection with the provision of the Services including but not limited to liability for the payment of income tax and national insurance in respect of the fees.

11.2 The Coach agrees to fully indemnify and keep the Client fully indemnified against and from all claims, demands, awards, damages, actions, losses, costs (including legal costs) and other expenses arising as a result of or in connection with any claims that may be made by the relevant authorities against the Client in respect of tax and/or national insurance or similar contributions owed by the Client in connection with the Services.

## **12. Substitution**

12.1 If the Coach is unable to personally provide all or part of the Services to the Client, the Coach shall be entitled to nominate a substitute to provide all or part of the Services on the Coach's behalf.

12.2 A [Any substitute must be considered by the Client to be suitably qualified and experienced and must be approved in advance in writing by the Client.]

B [The Coach and the Client shall agree a list of substitutes acceptable to the Client at the commencement of the term of this Agreement. The Coach shall ensure that only substitutes approved by the Client in advance will be used.]

12.3 The Coach shall be responsible for:-

- agreeing a fee rate with any substitutes;
- for making any payment due to any substitutes; and
- for ensuring that any insurance policies referred to in Clause 8.3 above cover any substitutes.

## **13. General**

13.1 Neither party intends that any term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

13.2 This Agreement shall be governed by and interpreted in accordance with the law of England and Wales and each of the parties submits to the exclusive jurisdiction of the English and Welsh Courts as regards any claim or matter arising under this Agreement.

## **Schedule 1**

### **Services**

Provision of coaching services to include, without limitation,:-

*[Set out here services to be provided]*

## **Schedule 2**

Equipment and Resources

*[set out here the equipment and resources to be supplied by the Coach]*

**SIGNED by**  
**[INSERT NAME OF COACH]**

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) \_\_\_\_\_

**SIGNED by**  
**[INSERT NAME OF AUTHORISED SIGNATORY]**  
for and on behalf  
of **[INSERT NAME OF CLUB]**

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