**Schedule – Contract Details**

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| Gosford Tennis Club **(Club)** | | | | |
| ***Name:*** | Gosford District Tennis Association trading as Gosford Tennis Club | | | |
| ***ABN:*** | 52 377 103 934 | | | |
| ***Address:*** | 10 Racecourse Rd, Gosford, NSW 2250 | | | |
| ***Registered for GST*** |  | Yes |  | No |

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| Alex Fielding  **(Coach)** | | | | |
| ***Name:*** | Alex Fielding | | | |
| ***ABN:*** | Click here to enter text. | | | |
| ***Address:*** | Click here to enter text. | | | |
| ***Registered for GST*** |  | Yes |  | No | |

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| **Term** | |
| ***Commencement Date:*** | 1 July 2019 |
| ***Expiry Date:*** | 30 June 2020 |

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| **Option(s)** | |
| ***Option(s):*** | nil |
| ***Deadline for exercising Option(s):*** |  |
| ***Expiry date (if option(s) exercised):*** |  |
| ***Conditions relating to the exercise of Option(s):*** |  |

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| **Head Agreement** | |
| ***Parties:*** | Gosford District Tennis Association and Central Coast Council |
| ***Type of agreement:*** | Lease |
| ***Expiry date of Head Agreement:*** | Month to month |

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| **Usage Details** | |
| ***Premises:*** | Gosford Tennis Club |
| ***Courts*** | 1 to 23 inclusive |
| ***Times of use*** | Anytime |
| ***Permitted Use:*** | Conduct the professional tennis coaching business in accordance with this agreement |
| ***Fee:*** | Fee for court hire per hour of use:  Day: $10  Night: $20 |
| ***Payment dates of Fee:*** | ??? |
| ***Additional Payment amounts:*** | Administration fee - $200 per week |

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| **Club and Coach Responsibilities** | |
| ***Programs and coaching services:*** | Club and Coach will run the programs and coaching services allocated to them as set out in Schedule 1 |
| ***Administration:*** | Club and Coach will undertake the administrative tasks allocated to them as set out in Schedule 2 |
| ***Maintenance:*** | Club and Coach will perform the maintenance obligations allocated to them as set out in Schedule 3 |
| ***Competitions and Tournaments:*** | Club and Coach will run the competitions and tournaments allocated to them as set out in Schedule 4 |
| **Coach Benefits** | |
| **Club will provide the following benefits to Coach:**   1. [Use of the Premises for coaching, racquet stringing and competitions. ] 2. Exclusive right to coach at the Premises) 3. Right to advertise the coaching business by using the Club email address and social media. | |

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| **Coach Insurance** | | | |
| ***(a)*** | ***Public Liability:*** |  | Public liability insurance for an amount not less than $20 million dollars for any one occurrence, insuring the Coach against liability for the death of or injury to any person or loss of, destruction of or damage to property.  **Note –** if Coach (and any coaching employees of the Coach) maintains affiliation and accreditation with the member association in the Jurisdiction during the term it will fulfil its responsibility to maintain adequate public liability insurance. |
| ***(b)*** | ***Professional Indemnity:*** |  | Professional indemnity insurance in respect of liability under this Agreement for an amount of at least 20 million per claim. |
| ***(c)*** | ***Workers Compensation:*** |  | Any workers compensation insurance as required by Law. |

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| **Jurisdiction** | |
| ***State or Territory:*** | NSW |

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| **Special Conditions** |
| **Matters to be considered:**  ***Sale of business clause***  Not required  ***Databases***  The Club to own and have control of all membership information and sales data.  ***Materials***  ***Other matters***  The Coach must be at Premises for racquet restringing during tournaments.  The Coach will be paid $15.00 per racquet strung.  The Coach may use the Club's coaching equipment for the purpose of fulfilling his obligations under this agreement.  [insert opening and closing hours requirements  The Coach must:  encourage all customers to participate in Club competitions and events;  promote the Club and contribute to marketing;  ensure all customers are members of the Club;  provide all financial information and information on customer numbers on request and in a timely manner;  make 20 telephone calls to existing members per week for the purpose of increasing participation in Club coaching, competitions and events;  increase group coaching numbers in accordance with the targets set out in Schedule 5.  The Club may waive the right to receive the $200 Administration fee for any period or periods during the Term. |

**EXECUTED as an Agreement**

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| ***Signed for and on behalf of Club by its authorised representative*** | ***Name and title of authorised representative*** | ***Date*** |
|  |  |  |
| ***Signed for and on behalf of Coach by its authorised representative*** | ***Name of authorised representative*** | ***Date*** |

**SCHEDULE 1 – Programs and Coaching**

The Coach must run:

children group lessons,

adult group lessons (minimum one per week),

high performance squads,

private lessons,

hotshots lessons,

school holiday camps, and

other activities as required.

The Coach must ensure that each student is a registered member of the club before the student attends a coaching class.

**SCHEDULE 2 – Administration**

The Club will take lesson bookings via telephone, in person, via the website or other booking system.

The Club will take payment of coaching fees from the Coach's customers.

[insert payment mechanics]

**SCHEDULE 3 – Maintenance**

The Coach must ensure that the Courts and coaching equipment room are kept tidy and organised and free from any rubbish.

The Coach is responsible for the general repair and maintenance of coaching equipment.

The Club is responsible for the maintenance of the Premises generally.

**SCHEDULE 4 – Competitions and Tournaments**

**CLUB COACH AGREEMENT**

***Background***

1. Club has an interest in the Premises as a result of entering into the Head Agreement.
2. Coach runs a professional tennis coaching business.
3. Coach is seeking to use the Courts at the Premises for the Permitted Use. .
4. This agreement sets out the terms and conditions on which the Club agrees the Coach may use the Courts at the Premises.

***Term***

1. The term commences on the Commencement Date set out in the Contract Details and continues until the Expiry Date set out in the Contract Details (**Term**), unless terminated earlier in accordance with this Agreement.
2. This Agreement is subject to the Option/s (if any, specified in the Contract Details) and the conditions of exercising the Option/s (if any, specified in the Contract Details). If the parties exercise an Option in accordance with the Contract Details, the Term will be extended in accordance with the Option exercised.

***Use***

1. Club grants to Coach a non-exclusive right to use the Courts and, if applicable, the Premises for the Permitted Use.

***Fee***

1. Coach will pay the fee set out in the Contract Details to Club in the manner and at the times set out in the Contract Details.
2. Coach agrees to pay any additional amounts set out in the Contract Details.

***Club and Coach Responsibilities***

1. Coach agrees to:
   1. run the programs and coaching services allocated to Coach in Schedule 1;
   2. undertake the administrative tasks allocated to Coach in Schedule 2;
   3. perform the maintenance obligations allocated to Coach in Schedule 3;
   4. run the competitions and tournaments allocated to Coach in Schedule 4,

(collectively, **Coach’s Responsibilities**)

1. Club agrees to:
   1. run the programs and coaching services allocated to Club in Schedule 1;
   2. undertake the administrative tasks allocated to Club in Schedule 2;
   3. perform the maintenance obligations allocated to Club in Schedule 3;
   4. run the competitions and tournaments allocated to Club in Schedule 4,

(collectively, **Club’s Responsibilities**)

1. Coach must (and must ensure that any person undertaking the Coach’s Responsibilities):
   1. act with due care, skill and diligence and to the best of his/her knowledge and expertise;
   2. have appropriate qualifications to perform the Coach’s Responsibilities;
   3. meet any requirements set out in the Schedules, and any reasonable directions given by the Club from time to time;
   4. comply with all applicable policies and by-laws of the Club;
   5. comply with all applicable laws (including but not limited to occupational health and safety, working with children, liquor licensing), licences, permits and authorisations; and
   6. comply with all Tennis Australia National Policies and By-Laws, including the Member Protection Policy & Anti-Doping Policy as amended from time to time and available at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.
2. Coach must (and must ensure that any person undertaking the Coach’s Responsibilities who may come into contact with children):
   1. hold a valid Working With Children Check or relevant Jurisdiction equivalent; and
   2. satisfy any other background checks (including a current National Police Records Check to the satisfaction of the Club);

(collectively, **Coach** **Background Requirements**).

Coach agrees to provide the Club with evidence of the Coach Background Requirements for all of its employees and/or contractors on request from the Club.

1. Club must (and must ensure that any person undertaking the Club’s Responsibilities):
   1. act with due care, skill and diligence and to the best of his/her knowledge and expertise;
   2. have appropriate qualifications to perform the Club’s Responsibilities;
   3. meet any requirements set out in the Schedules from time to time;
   4. comply with all applicable policies and by-laws of the Club;
   5. comply with all applicable laws (including but not limited to occupational health and safety, working with children, liquor licensing), licences, permits and authorisations; and
   6. comply with all Tennis Australia National Policies and By-Laws, including the Member Protection Policy & Anti-Doping Policy as amended from time to time and available at http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies.
2. Club must ensure that any person undertaking the Club’s Responsibilities who may come into contact with children):
   1. hold a valid Working With Children Check or relevant Jurisdiction equivalent; and
   2. satisfy any other background checks required (including a current National Police Records Check)

(collectively **Club Background Requirements**).

1. Each party will provide the other with the information and assistance as is reasonably required to enable the other party to perform their obligations under this Agreement.

***Registration and affiliation***

1. Club agrees to maintain affiliation with the member association in the Jurisdiction throughout the Term of this agreement.
2. Coach agrees to register and maintain accreditation with Tennis Australia throughout the Term of this Agreement, and ensure any tennis coach it employs is registered and maintains accreditation with Tennis Australia throughout the Term of this Agreement.

***Coach’s benefits***

1. Club agrees to provide Coach with the Benefits set out in the Contract Details.

***Relationship between the parties***

1. It is agreed that Coach enters into this Agreement as an independent contractor of the Club.
2. Nothing contained in this Agreement nor anything done by the Club and Coach, shall be construed as creating an employment, joint venture, partnership or agency relationship between the Club and Coach.
3. This agreement does not give Coach any property interest in the Premises or any part of it. The rights of the Coach are in contract only. This agreement does not operate as a lease or any other tenancy agreement.

***Head Agreement***

1. Coach acknowledges that this agreement is subject to the Head Agreement.
2. Coach will not do, or omit to do, or permit to be done by the Coach’s agents or employees, any act during the Term which would cause the Club to be in breach of the Head Agreement or cause the Club to become liable to pay any additional moneys under the Head Agreement.

***Intellectual Property***

1. Each party must not use any of the other party’s logos or trademarks without the other party’s prior written approval.

***Confidentiality***

1. The parties agree that they will not, either during the Term of this Agreement, or after its termination or expiry, disclose to any person any confidential, proprietary or sensitive information of the other party which is obtained during the Term of this Agreement unless authorised to do so by the other party.
2. The parties must take reasonable steps to ensure that they, their employees, advisers and agents do not use or disclose any part of this Agreement (with the exception being that the Coach is coaching at the Club), any information in respect of this Agreement or any confidential information of the other party (including the terms of this Agreement) except to the extent that:
   1. it is required to do so by law;
   2. the other party has consented in writing to such disclosure or use; or
   3. a party’s disclosure is to that party’s professional advisers.

***Privacy***

1. Both parties agree, in respect of any personal information they obtain access to in the course of this Agreement, to comply with the *Privacy Act 1988*, any other applicable legislation regarding privacy and the tennis privacy policy. A copy of the tennis privacy policy can be found at: <http://www.tennis.com.au/privacy>. Both parties agree not to use any personal information they obtain in connection with this Agreement for any purpose other than performing their responsibilities and obligations under this Agreement.

***Other contracts***

1. The Club acknowledges that the Coach may enter into other contracts and professional arrangements. The Coach agrees to disclose to the Club the nature of any other arrangements or contracts (but not the financial details of such arrangements or contracts) that the Coach has entered which may impact on the performance of the Coach’s Responsibilities.

***Insurance***

1. The Coach acknowledges that the Club’s worker’s compensation insurance policy does not cover the Coach, and, where applicable, it is the Coach’s responsibility to take out worker’s compensation insurance in relation to the Coach’s Responsibilities.
2. The Coach must maintain adequate policies of insurance as set out in the Contract Details during the Term of this Agreement. On request from the Club, Coach must provide the Club with certificates of insurance evidencing this cover.

***Disputes***

1. If any dispute or difference arises between the Club and the Coach in respect of this Agreement (other than any issue arising under any Tennis Australia National Policy or By-Law), the parties will meet in good faith to try and resolve the dispute.
2. If the parties are unable to resolve the dispute, the parties will submit the dispute to a mediator. Both parties agree to attend a mediation with the mediator as soon as practicable and to bear the costs of mediation equally.

***Termination***

1. The Coach acknowledges that this Agreement will automatically terminate if the Head Agreement is terminated or ends for any reason. If the Coach continues to use the Licensed Area following termination of the Head Agreement, this Agreement may be terminated at any time on one months’ notice.
2. If either party fails to comply with any of their responsibilities under this Agreement within 21 days after written notification of the non-compliance by the non-defaulting party, the non-defaulting party may terminate this Agreement by written notice to the defaulting party. If either party breaches a term of this Agreement that is incapable of remedy, the non-defaulting party may terminate this Agreement immediately by written notice to the defaulting party.
3. If any one of the following events occurs in respect of one party, then the other party may terminate this Agreement immediately by written notice to the defaulting party:
   1. a charge or conviction for a serious criminal offence;
   2. theft, fraud, assault, or refusing to carry out a lawful and reasonable instruction consistent with this Agreement; or
   3. a determination by Tennis Australia or a tennis disciplinary tribunal:
      1. to suspend the Coach from tennis coaching for a breach of a Tennis Australia national policy or by-law;
      2. to disaffiliate the Club for a breach of a Tennis Australia national policy or by-law; or
      3. that the Club or Coach (whichever is applicable) has breached a Tennis Australia national policy or by-law.

If an allegation or investigation is on foot against one of the parties relating to a breach of clause 36(c), the other party may suspend this agreement pending the outcome of any investigation and/or disciplinary tribunal hearing into that allegation.

1. On the expiry or termination of this Agreement:
   1. the Coach must return any keys, access cards and equipment belonging to Club;
   2. each party must return all documentation and property belonging to the other party; and
   3. Coach must make good any damage caused to the Premises and return the Premises to the Club in good working order and condition.

***Assignment***

1. Coach must not assign or transfer any right or liability under this Agreement without the prior written consent of Club which must not be unreasonably withheld.

***General***

1. This Agreement may be varied only by agreement in writing between the parties.
2. This Agreement, including the Schedules, replaces all previous written or oral agreements or understandings, if any, reached between the Coach and the Club in relation to the Coach’s Responsibilities.
3. This Agreement shall be governed by and construed in accordance with the law in force in the Jurisdiction and the parties submit to the exclusive jurisdiction of the courts in the Jurisdiction.
4. The clauses entitled ‘relationship between the parties’, ‘confidentiality’, ‘privacy’ and ‘insurance’ will survive the expiry or early termination of this Agreement.