**PLEASE READ THE FOLLOWING**

This page is for information only – please delete prior to submitting.

 **Summary of Services Agreement**

* Please note that this document is only a template, and can be edited to suit your club’s requirements. Your club is under no obligation to use this template, and, for example, may use an equivalent document provided by your coach.
* Following the completion of this agreement, it should also be noted that your club must not pay any coach unless an official invoice is provided by the coach.
* Coaches are accountable to the club and are self-employed, so please make sure coaches are aware of this, and they do not think the University of Edinburgh employs them.
* As with the nature of a services agreement, the club is only obliged to pay for services it has received.

 **Access to Sport & Exercise and Membership**

* All coaches must complete the following online form to gain access to the relevant facility and to Sport & Exercise membership: [www.tinyurl.com/CVACoachRegistration](http://www.tinyurl.com/CVACoachRegistration).
* For clubs that use facilities at the Pleasance, coaches will be required provide their name and a form of ID at reception, to gain access to the facility, following completion of the above form.
* All non-student coaches are entitled to a Sport and Exercise membership, at student price.
* To access this offer, your coach should take a form of ID to the Pleasance Sport & Exercise reception.

**Coaching & Volunteering Academy**

* All approved coaches are automatically part of the Sports Union’s Coaching & Volunteering Academy (CVA).
* More details on the CVA can be found here: <https://www.eusu.ed.ac.uk/cva/>.
* The CVA also offers funding support for coaches and officials, more details of which can be found at the aforementioned link.

**Inductions & Further Support**

* Consider how you can provide your coach with an induction to your club – this may include facility tours, key introductions and the provision of kit purchased by the club.
* If you or your club require any further support with regards to coaching, please do not hesitate to get in touch with Michael (Michael.Webster@ed.ac.uk).**SUmmary of Services <YEAR, i.e. 2020/21>**

(Both the coach and the club should sign this - it does not require to be submitted to the Sports Union)

Name of club:

Start date:

Duration of Agreement:

Days of Service(s):

Hours of Service(s):

Total pay (per year or hour):

Name of Coach:

Address of Coach:

Email Address:

Mobile Number:

Current Qualifications:

Years of Service:

PVG Complete: Yes [ ]  No [ ]  PVG Reference:

Current 1st Aid: Yes [ ]  No [ ]

If yes, please ensure a photo is submitted with form

Coaches Pass Required: Yes [ ]  No [ ]

Student: Yes [ ]  No [ ]

Do you give us permission to share your details with third parties?

(I.e. Active Schools / City of Edinburgh for other coaching opportunities) Yes [ ]  No [ ]

**SERVICES AGREEMENT**

This Agreement is dated [DATE]

Between:

[CLUB NAME] (“The Client”) of Edinburgh University Sports Union, 48 Pleasance, Edinburgh, EH8 9TJ

and;

[Coach Name] (“the Coach”) of [Address], [phone number], [email]

1. **COACHING SERVICES**
	1. The Client engages the Coach to provide the services described in the Schedule (“the Services”) to the Client and the Coach agrees to provide the Services upon the terms and conditions set out in this Agreement.
	2. In entering into this Agreement the Client has relied upon the Coach’s representation that he is a genuinely self‐employed coach carrying on a business on his/her own account and that (s)he has the skills, experience and qualifications which will enable them to perform the Services to the standards specified and required by the Client.

For the avoidance of doubt each party:

1.2.1 Considers the coach to be in business on his/her own account.

1.2.2 Acknowledges that this contract for services does not give rise to a contract of employment.

1.2.3 Consider the arrangements under this Contract to be of self employment and not one of employer and employee and acknowledges that nothing in this Agreement shall be interpreted as meaning the Coach or any of it’s employees is an employee of the Client.

1.2.4 Acknowledges that the Coach will not be entitled to holiday pay, sick pay, pension provision or any other fringe benefits linked to the Clients affiliation with the University of Edinburgh.

1.2.5 Acknowledges that the coach may freely undertake work for other third parties without restriction.

1.2.6 Acknowledges the Coach shall be solely responsible for making all their own returns and deductions with regard to tax and national insurance in respect of their own and their employees’ remuneration thereunder and the Coach indemnifies the Client in respect of any and all claims that may be made by the relevant authorities against the Client in this regard. If the Coach is VAT registered then invoices should contain the VAT registration number.

1. **DURATION OF AGREEMENT**
	1. This Agreement shall commence on [ENTER DATE] (“the Commencement Date”) and shall continue (subject to earlier termination pursuant to clause 8 of this Agreement) for a period of [ENTER PERIOD] or until terminated by either party giving to the other not less than [ENTER NOTICE PERIOD] prior written notice.

Upon each anniversary of the Commencement Date, this Agreement shall be renewed for a further [ENTER PERIOD]period upon the mutual written agreement of the parties.

1. **COACHING PROGRAMME**
	1. The Coach will have ownership of the coaching programme run for the Client falling within the boundaries defined above and will:

3.1.1 Organise and run a balanced coaching programme of courses, which will meet the needs of the Client.

3.1.2 Submit to the Client by [ENTER DATE] each year the proposed coaching programme and charges for the year commencing on [ENTER DATE].

3.1.3 The Client will commit to review/amend/approve the programme within 28 days subject to full consultation and agreement with the coach.

1. **OBLIGATIONS OF THE COACH**
	1. So far as is practicable and provided that they are brought to the Coach’s attention, the Coach will abide by the Rules and Regulations of the Client organisation and any associated third party organisation and will use reasonable endeavours to ensure that any assistant coaches do likewise.
	2. The Coach acknowledges that (s)he is and shall remain personally liable for the consequences of any failure on their part to provide the Services in accordance with the terms of this Agreement and shall accordingly:

4.2.1 keep true and accurate records of all things done by them in relation to the provision of the Services;

4.2.2 comply with all relevant statutes, law, regulations and codes of practice relating to the Services from time to time in force;

4.2.3 indemnify, keep indemnified and hold harmless the Client against all costs (including the costs of enforcement), expenses, liabilities, injuries, losses, damages, demands, proceedings or legal costs (on a full indemnity basis) and judgments, whether direct or consequential (including, without limitation, any economic loss or other loss of turnover, profits, business or goodwill) arising out of a breach of this Agreement or negligent acts or omissions or wilful misconduct of the Coach, or as a result of the Client’s reliance on the Coach’s representation referred to in Clause 1.2.

* 1. The Coach agrees that he/she shall make the records referred to in Clause 4.2 available for inspection and/or provide copies to the Client immediately upon request.
	2. The Coach will appoint a substitute coach to deliver any element of the contracted services, so long as the substitute coach is a suitably qualified Coach, is CRB checked to the Client’s satisfaction, is covered for public liability insurance/employers’ liability insurance as appropriate to an acceptable level, and is approved by the Client (approval not to be withheld unreasonably), for any element they are unable to deliver.

4.4.1 In the instance that Scottish Government and University of Edinburgh guidance is contradictory to that of a National Governing Body, University guidance must be followed.

* 1. The Coach will be responsible for paying any substitute that delivers on their behalf.
	2. The Coach will be responsible for providing their own equipment, administration, transport and support services as shall be necessary for the proper performance of the agreed services.
	3. The Coach will regularly invoice the Client for the services provided.
	4. The Coach must keep his/her Coach Licence valid by undertaking the appropriate amount and frequency of ongoing training.
	5. In the event of the Coach appointing assistant coaches to assist to deliver the Services, the Coach will be responsible for supervising and training any/all assistants and providing necessary equipment.
	6. The Coach will not, during the term of this Agreement, disclose or make use of for any person, firm or company, any information relating to the Client, the Client’s clients/customers or employees/staff.
	7. The Coach will not be, or will not hold himself/herself out as being an authorised agent of the Client for any purpose and shall have no authority to enter into contracts on behalf of the Client.
	8. The Coach shall not write or contribute to any publication or article or make any public statement or presentation through whatever medium in respect of the Services or this Agreement without the prior written agreement of the Client.
	9. The Coach agrees to cooperate fully with the client in ensuring the Client is able to comply with its legal obligations to obtain satisfactory CRB/VBS checks in relation to the Coach and any other coaches supplied by the Coach and the Coach acknowledges that the obtaining of such satisfactory CRB/VBS checks is a strict condition of this Agreement.
	10. The Coach agrees to ensure that he/she carries out CRB/VBS checks on all coaches, helpers and volunteers that he/she may use to deliver the services and to provide evidence that this has been done to the Client and any interested third party.
	11. The Coach agrees to comply with the current and future provisions of the Vetting and Barring Scheme to ensure that all personnel used in the delivery of the coaching services are suitable persons to work with children and vulnerable adults.
1. **OBLIGATION OF THE CLIENT**
	1. The Client will endeavour to assist the Coach in the execution, promotion and management of the coaching programme to ensure the successful implementation of the coaching activities.
	2. The Client will fully support the Coach in all aspects of his/her agreed activities and will provide membership data and information to the Coach to enable him/her to develop positive relations with Client members.
	3. The Client will keep the Coach fully informed in all aspects of the Client’s activities which may impact on the management of the coaching programme, particularly with regards to club member safety.
	4. The Client will not control, nor have any right to control, the precise way in which the Coach is to fulfil his/her contractual obligations. However the Client and the Coach will liaise to the content of the session and it’s delivery prior to commencement.
	5. The Client and the Coach will liaise as to the day, location and duration of the training sessions within the constraints of the service providers (Sport and Exercise or external) facilities.
	6. The Client will ensure that they have appropriate Liability Insurance cover in place to cover the coaching premises.
	7. The Client will ensure that all facilities provided for the Coach are maintained to an appropriate standard and meet health and safety requirements.
	8. It is the responsibility of the Client to carry out appropriate CRB checks on the Coach and to provide evidence to any interested third party that such checks have been carried out.
	9. It is the responsibility of the Client to comply with the provisions of the Vetting and Barring scheme in ensuring
2. **RENUMERATION**
	1. In consideration of the provision of the Services provided pursuant to this Agreement the Client will pay the Coach a fee of [insert] per annum, on receipt of the Coach’s invoice which will be submitted monthly in arrears, on 1st December, 1st March & 1st June.
	2. Payment will be made by the client immediately upon receipt of the Coach’s invoice by Cheque.
	3. If services provided to the Client by the Coach are not satisfactory as laid out in this agreement the Client reserves the right to withhold payment from the Coach.
	4. The client will provide the coach with at least one item of club kit.
3. **INSURANCE AND LIABILITY**
	1. The Coach will cover himself/herself where appropriate for Public Liability Insurance (minimum cover £10 million) and Employers’ Liability Insurance (minimum cover of £5 million) for all purposes and eventualities pertaining to the coaching conducted at the Client’s premises.
	2. The Coach agrees that he/she shall make details of the insurance cover available for inspection and/or provide copies to the Client immediately upon request.
	3. In the event of the Coach appointing assistant coaches to deliver the Services, the Coach will be responsible for ensuring that they have appropriate Public Liability and Employers’ Liability insurance cover.
4. **TERMINATION**
	1. Without prejudice to any other right or remedy the Client may have against the Coach, the Client may give notice in writing to terminate this Agreement forthwith if the Coach:

8.1.1 is in breach of any of the terms of this Agreement (and, where the breach is capable of remedy, the Coach fails to remedy such breach within 14 days after service of a written notice from the Client specifying the breach and requiring it to be remedied); or

8.1.2 is incompetent, commits any act of gross or persistent misconduct and/or neglect or omits to perform the services of any of his/her duties or obligations under this Agreement or ceases to hold a valid coach licence; or

8.1.3 fails or refuses after written notification from the Client to carry out the Services or the duties reasonably and properly required of him/her under this Agreement; or

8.1.4 provides the Client with any false or misleading information with regard to his/her ability to perform the Services or his/her status as a self‐employed contractor; or

8.1.5 does anything which brings or might reasonably be expected to bring the Client into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public (including, but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services)

* 1. The Client may not terminate this Agreement solely by reason of the Coach’s failure to provide the Services through illness or injury unless such illness or injury prevents the Coach providing any Services to the Client for an aggregate period of more than 50%.
1. **CONFIDENTIALITY**
	1. The Coach shall treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of (other than in the carrying out of his/her obligations under this Agreement) any confidential information relating to the Client’s business, finances, technology or other know‐how, supplies or customers where such confidential information was received during the period of this Agreement or previously.
	2. The obligations of confidence in clause 11.1 shall not apply to any confidential information which:

9.2.1 is in the possession of the Coach or in the public domain prior to receipt of such Confidential Information by the Coach;

9.2.2 becomes publicly available through no fault of the Coach;

9.2.3 is received in good faith by the Coach from a third party without any obligation of confidence on the Coach.

* 1. Upon termination of this Agreement for whatever reason and at other times when requested to do so by the Client the Coach will deliver up to the Client all confidential information (in whatever format it is stored) and copies provided to him/her pursuant to this Agreement or prepared by him/her either in pursuance of this Agreement or previously in connection with this Agreement.
1. **NOTICE**
	1. Any notice of other information to be served pursuant to this Agreement must be made in writing and addressed to the Coach at the Coach’s address stated in this Agreement or at such other address as may from time to time be notified in writing by the Coach to the Client and must be sent by recorded delivery first class post, or recorded delivery courier.
2. **MISCELLANEOUS**
	1. The Coach shall not assign, sublet or contract all or any part of the liability, obligation or benefit under this Agreement or the Services without the Client’s express prior written consent other than in accordance with clauses 4.4 and 4.8.
	2. A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.
	3. The parties of this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts Rights of Third Parties Act 1999 by any person not a party to it.
	4. The Coach will comply with its obligations under the Data Protection Act 1998 and all other applicable legislation.
3. **ARBITRATION**
	1. If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
	2. Any complaints should be made by the coach to the client in the first instance.
4. **GOVERNING LAW AND JURISDICTION**
	1. This Contract is governed by the laws of (England, Wales, Scotland or Northern Ireland) as appropriate and is the subject to the non‐exclusive jurisdiction of the (English, Welsh, Scottish and Northern Irish) courts.

(Typed initials will suffice, as long as all parties are copied into email when form is returned)

|  |  |
| --- | --- |
| **SIGNED** |  |
| Club President/ Captain – The Client |
| **PRINT NAME** |  |
| **DATE** |  |

|  |  |
| --- | --- |
| **SIGNED** |  |
| Club Treasurer – The Client |
| **PRINT NAME** |  |
| **DATE** |  |

|  |  |
| --- | --- |
| **SIGNED** |  |
| Club Coach |
| **PRINT NAME** |  |
| **DATE** |  |

**Please make sure all red text has been edited with correct details, and the form has been signed by both the coach and the club. This should then be saved by the club in an appropriate location.**

**If you need any support with this, then please e-mail** **Sports.Union@ed.ac.uk****.**