



Agreement for self-employed coaches at Swan Netball Club

This contract for services is made on

Between: **Swan Netball Club** of ("the Client");

and ("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:

Services: the coaching services to be performed by the Contractor in the course of her appointment under this contract and which includes **coaching Swan Netball Teams as agreed each season with the Swan Chairperson**, together with any 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 is deemed by the date the Client wishes to step down from coaching at Swan Netball Club at the end of a playing season (unless personal circumstances prevent the season from being completed (see Termination clause)).

Appointment

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

Duties

During her appointment, the Contractor agrees:

- during 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

While the Contractor's method of working is entirely her own and she is not subject to the control of the Client, she shall nevertheless comply with any reasonable requests of the Client and shall deliver a coaching programme which meets the needs of the Client.

Appearance

The Contractor must look smart and professional when on duty and should behave in a way that does not damage the reputation of the Client.

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 her control, the Contractor may delegate performance of the Services to another suitably qualified coach. 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 **£10.00 per hour** (*other rates will be agreed by the committee in exceptional circumstances*) shall be payable to the Contractor who is a UKCC Level 1 England Netball Affiliated Coach for the provision of the coaching services. The fee is only applicable to the coaching of weekly 'training' sessions. Any league fixtures are undertaken within a Volunteer Role capacity.

The Contractor shall submit an invoice to the Client on, or as soon as reasonably possible after, the last day of each month.

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 coaching services actually provided.

Expenses

The Contractor shall be entitled to be reimbursed by the Client for all out-of-pocket administrative expenses within reason and only if agreed on an individual basis by the Swan Executive Committee. The Client is expected to keep their own First Aid and Safeguarding qualifications up to date every 3 years at their own expense as well as their DBS certificate (Disclosure & Barring Service) as this forms part of their self-employment status.

Equipment and tools.

The Contractor is expected to provide and pay for her own specialist equipment, tools and materials and to have their own adequate insurance (by affiliating to EN). The Client owns basic equipment for the players' use (training balls, bibs and first aid kit) which will be made available to the Coach at the start of each season 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 one month's 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
- 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 Client's codes of conduct;

and the Contractor shall have no claim against the Client in respect of the termination of 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: _____

Signed For and on behalf of the Client: SWAN NETBALL CLUB – Jenny Fisher (Chair Swan Netball Club)
