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Clubs & Societies Teacher / Coaches Agreement

Commencement Date: …………………………………

**Teacher / Coaches Details**

|  |  |  |  |
| --- | --- | --- | --- |
| Name (Name of Company or Forename and Surname: | | | |
| Company registration number (if relevant): | | | |
| Club / Society Involved: | | Your Email: | |
| Your Address: | | | |
| Mobile Telephone Number: | | | |
| Emergency Contact Name: | Relationship to You: | | Mobile Number: |
| Your Qualifications/Experience: | | | |

**Teaching / Coaching Details**

|  |  |
| --- | --- |
| Brief description of Services provided  (*please provide a full description in the Schedule: Services*) |  |
| Days and Times |  |
| Venue |  |
| Fees (if applicable) |  |

**Students Union at Bournemouth University Terms & Conditions**

**RECITAL**

The Teacher/ Coach has agreed to provide services to the Club upon the following terms and conditions.

In consideration of the mutual rights and obligations contained in this agreement the parties hereby agree as follows:

1. **Definitions**

In this Agreement the following words shall have the following meanings:

“Agreement” means this agreement;

“Assignment” means the contract created by this Agreement under which the Teacher/ Coach agrees to provide the Services;

“Agreement Period” means the period during which the Teacher/ Coach has agreed to provide the services, being the period from the Commencement Date until the next 31st July. Each agreement will cease on 31st July of each academic year and a new agreement must be made;

“Club” means the club or society which will receive the benefit of the Services, as set out on the front page of this Agreement;

“Commencement Date” means the date of this Agreement;

“Fees” means the fees payable for the Services as set out on the front page of this Agreement;

“party” means a party to this Agreement;

“Services” means the services to be provided by the Teacher/ Coach as set out in brief on the front page of this Agreement and as described fully in the schedule to this Agreement;

“SUBU” means the Student's Union at Bournemouth University;

“Teacher/ Coach” means this teacher or coach identified on the front page of this Agreement and who shall provide the Services; and

“University” means Bournemouth University.

1. **Basis of the Terms and Conditions**
   1. The Teacher/ Coach will provide the Services from the Commencement Date for the Agreement Period subject to earlier termination as set out in clause 7.
   2. The Teacher/ Coach warrants that it is a genuinely self-employed contractor or an independent company/partnership carrying on business on its own account and has the necessary skills, experience, and qualifications to perform the Services to the standards required by the University.
   3. SUBU or the Club will provide such equipment for instruction as agreed between the parties.
2. **Teacher/ Coach’s Obligations**
   1. The Teacher/ Coach will:
      1. provide the Services within the timescales set out in this Agreement and shall devote such of its time and attention to the performance of the Services as is necessary to ensure that such Services are completed;
      2. take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment;
      3. ensure that all work carried out is of the requisite skill care and diligence to be reasonably expected of a skilled and experienced person working in this capacity. If the Teacher/ Coach’s services are not performed in accordance with this contract or to SUBU's reasonable satisfaction, the Teacher/ Coach agrees to perform free of charge such remedial services as may be necessary to correct any such defective aspects of the Services which become apparent within a reasonable time after provision of the Services;
      4. observe all health and safety rules and regulations, and any other reasonable security requirements that apply from time to time and are notified to the Teacher/ Coach;
      5. cooperate with SUBU's staff and accept the direction of any person in either SUBU or the University to whom they are required to report and comply with all reasonable and lawful instructions made by SUBU and comply with any rules or obligations in force at the University’s premises;
      6. ensure that they obtain, and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable them to provide the Services;
      7. only allow paid-up attendees to participate in a session as per such list as provided by SUBU;
      8. ensure all participants are aged 18 or over. Participants in instructional activities under the age of 18 may only attend upon provision of a signed parental consent form, presented to and acknowledged by way of countersignature by The Student Opportunities Team of SUBU before the activity commences;
      9. comply with all applicable data protection laws (including UK GDPR) in respect of personal data which the Teacher/ Coach processes in respect of any participants;
      10. give a minimum of 24 hours’ notice if unable to provide a session. No payment will be made for missed sessions. The Teacher/ Coach may alternatively nominate a suitable replacement to provide such session (its agent as referred to in these terms), subject to the provisions of this Agreement and to SUBU or the Club's prior written consent (not to be unreasonably withheld or delayed). The Teacher/ Coach shall remain fully liable for the acts and omissions of the agent as if such acts and omissions were its own; and
      11. inform SUBU at the earliest opportunity of any matter that may affect its ability to deliver the Services.
3. **Payment Terms**
   1. Provided the Services have been performed to SUBU's satisfaction, SUBU will pay to the Teacher/ Coach the Fees in the amount set out in this Agreement within 30 days of receipt of a properly addressed and undisputed invoice, together with any applicable VAT.
   2. The Teacher/ Coach’s invoices must be in such format as notified by SUBU from time to time including stating clearly the Teacher/ Coach’s supplier code and purchase order number, hours worked and personal or company tax reference number. Invoices should be sent to the Club that the Service is being supplied to for confirmation of payment.
   3. No expenses of the Teacher/ Coach will be payable by SUBU unless expressly authorised in advance by SUBU and which shall be payable at SUBU's rates at the time.
   4. In the event that any matter under this Agreement is subject to a bona fide dispute between the parties, the Teacher/ Coach shall not be entitled to withdraw or delay implementation of the Services.
   5. It is mutually agreed and declared that no relationship of employer and employee is created hereby and that accordingly:
      1. the Teacher/ Coach has no right to sick pay, holiday payments, pension or sickness benefit or any other advantages or privileges enjoyed by employees of SUBU;
      2. the Teacher/ Coach is liable for making appropriate deductions and payment of all PAYE, national insurance contributions and such other employment related taxes or levies payable in respect of its or its agent’s activities;
      3. the Teacher/ Coach will indemnify SUBU and keep it indemnified against all claims and demands which may be made on SUBU in respect of taxation on earnings and national insurance contributions payable in respect of the Teacher/ Coach or its agent.
4. **Confidentiality**
   1. In this Agreement “**Confidential Information**” shall mean all oral or written information marked or identified as “confidential” or which might reasonably be expected by either party to be confidential in nature and disclosed by one party to the other party whether before or during the term of this Agreement, but shall not include any part of such information which:
      1. is in or comes into the public domain without breach of this Agreement; or
      2. the other party can show was known to it prior to receipt; or
      3. the other party can show to have been independently developed by it without recourse to the Confidential Information; or
      4. the other party obtains from another source who is free to disclose it; or
      5. the other party is required to disclose by law or other regulatory authority to the extent of such required disclosure.
   2. In relation to Confidential Information received from the other party or from a third party on behalf of the other party, the parties agree to treat such Confidential Information in confidence and to use it only for the Assignment.
   3. Each party may disclose the other party's Confidential Information:
      1. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
      2. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 5.
   4. The Teacher/ Coach shall at the request of SUBU return, destroy or surrender to SUBU all material embodying the Confidential Information or relevant or related thereto whether or not supplied by SUBU and including all copies of any kind.
5. **Liability**
   1. The Teacher/ Coach shall be liable for any loss damage or injury to any party resulting from its or its agent’s negligent act or omission during the Assignment and the Teacher/ Coach hereby agrees to indemnify SUBU and keep SUBU indemnified against all costs claims and expenses however they arise as a result of the negligence, wilful misconduct, fraud, fraudulent misrepresentation or default of the Teacher/ Coach or its agent.
   2. Apart from personal injury or death arising as a direct result of SUBU’s negligence SUBU shall not be liable for any loss injury or damage however it arises and whether direct indirect or consequential suffered by or occasioned to the Teacher/ Coach or its agent during the provision of the Services.
   3. The Teacher/ Coach will ensure that it and its agent have all necessary insurances against claims by third parties and others which may arise out of, or be incidental to, the carrying out of the Services or arising out of negligent acts or defaults of the Teacher/ Coach or it’s agent in the performance of the Services.
   4. The Teacher/ Coach will provide copies of insurances referred to in clause 6.3 on return of the agreement together with copies of all relevant qualifications and any additional qualifications obtained whilst providing the Services.
6. **Termination**
   1. Without prejudice to any other right or remedy, either party may terminate this Agreement at any time by notice in writing to the other party:
      1. if the other party is in material or persistent breach of any term of this Agreement and (if capable of remedy) the breach is not remedied within 14 days of the other party receiving notice of it; or
      2. if the other party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the other party (other than for the purpose of a solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in any other jurisdiction.
   2. Without prejudice to any other right or remedy, this Agreement may be terminated by SUBU forthwith without any liability for damages apart from payment due up to the time of termination if the Teacher/ Coach or its agent conducts itself in such a way which may bring SUBU or the University into disrepute or otherwise affect the business of the University.
   3. SUBU may terminate this Agreement:
      1. without cause by giving 30 days’ notice in writing to the Teacher/ Coach; or
      2. immediately either prior to commencement if a sufficient number of participants are not due to attend or if the quality of instruction is unsatisfactory in SUBU’s reasonable opinion.

In this event, SUBU shall pay all Fees due and owing to the Teacher/ Coach up to the point of termination as well as all sums unavoidably committed to by the Teacher/ Coach with SUBU’s consent prior to the notice of termination.

* 1. Any and all property, including but not limited to physical and intellectual property or any accounts related to the name of the Club in possession or held by the Teacher/ Coach or their agent must be returned or handed over to SUBU within 30 days in usable condition. Any coaching documents created for use of the Club shall remain the property of the Club in the instance of termination. SUBU reserve the right to recover damages or costs from any payments due to the Teacher/ Coach.
  2. Clauses 5 and 6 shall survive termination or expiry of this Agreement.

1. **General**
   1. This Agreement may only be amended in writing signed by duly authorised representatives of both parties.
   2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   3. Subject to notifying promptly the other party of the circumstances, neither party will be deemed to be in breach of this Agreement or otherwise liable to the other for any delay in performing or for not performing its obligations under this Agreement to the extent that such delay or non-performance is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission or the other party) and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.
   4. If a party does not enforce a right available to it under this Agreement in any particular instance, then that will not prevent it from enforcing that right in future or in any other instance.
   5. If any provision or part of this Agreement is held to be invalid, the rest of this Agreement will continue to be valid to the maximum extent permissible under law.
   6. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the address email address notified to each party from time to time.
   7. Any notice or communication shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class national postal mail or other next working day delivery service, at 9.00 am on the second business day after posting; or
      3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   8. Neither party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
   9. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior oral and written representations and agreements.
   10. Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
   11. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
   12. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

**This Agreement** has been entered into on the date stated at the beginning of it.

**Schedule: Services**

1. [To be completed]

**Execution page**

|  |  |
| --- | --- |
| **Signed on behalf of: SUBU**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Signed on behalf of: Coach / Teacher**  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |