



UK
ALLSPORTS LTD

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UK ALLSPORTS Ltd.
Freshwater House
Outdowns
Effingham
Surrey
KT24 5QR

Sports Education / Coaching Contract

Date: _____

Between

UK All Sports Limited

- and -

Name: _____

This **Agreement**, made on (date) _____

Between:

UK All Sports Limited, whose address is Freshwater House, Outdowns, Effingham, Surrey, KT24 5QR ("UK All Sports")

and

(Name) _____

(Address) _____

("the Coach")

It is now agreed is as follows:

1.0 Definitions

The following terms shall have the meaning set out against them:

"Coaching Services" – the sports coaching services described in any Engagement Letter;

"Customer" – the school, club or other organisation set out in the Engagement Letter which is a customer of UK All Sports to whom the Services will be provided;

"Engagement Letter" – each individual letter substantially in the form set out in Appendix 1 to this Agreement by means of which UK All Sports will engage the Coach to provide Services to a particular Customer;

"Coaching Fee" – the fee set out in the Engagement Letter for the provision of the Coaching Services for a particular Customer;

"Coaching Period" - the period set out in the Engagement Letter when the Coaching Services will be provided for a particular Customer;

"Coaching Location" – the location set out in the Engagement Letter where the Coaching Services will be provided;

"Students" – the Customer's students or other individuals for whom the Coaching Services are provided;

"Agreement" – this agreement between UK All Sports and the Coach including any appendices.

2.0 Coaching Services

UK All Sports engages the Coach to provide the Coaching Services to Customers and the Coach agrees to provide the Coaching Services for the Coaching Period at the Coaching Location upon the terms and conditions set out in this Agreement and any Engagement Letters with the Coach.

3.0 Engagement Letter

Specific engagements for the provision of Coaching Services shall be entered into by means of the Engagement Letter. UK All Sports does not guarantee to enter into any Engagement Letters.

4.0 Agreement Duration

This Agreement shall commence with effect from the date set out above and shall continue until terminated by either party giving to the other not less than 30 days notice in writing. The Agreement may not be terminated by such notice during the Coaching Period when Coaching Services are being provided under an Engagement Letter.

3.0 Consultants obligations

- 3.1 The Coach shall have all the necessary coaching qualifications to provide the Coaching Services. set out in the Engagement Letter
- 3.2 The Coach shall provide the Coaching Services and perform his/her obligations under this Agreement and any Engagement Letter in a professional and responsible manner using all proper and reasonable care.
- 3.3 Whilst the Coaching Services are being provided during the course of any Coaching Period the Coach:
 - 3.3.1 is expected to arrive at least quarter of an hour before the start of any course booked by the Customer, and to check that the facilities and any equipment provided by the Customer is fit and safe for the provision of the Coaching Services with a thorough pitch/hall inspection;
 - 3.3.2 if the Coach is providing any equipment ensure that it is in good working order and is fit and safe for the provision of the Coaching Services
 - 3.3.3 will confirm with the Students that the course description of the Coaching Services meets with their requirements;
 - 3.3.4 will not proceed with the Coaching Services without the authorisation of UK All Sports if there are any problems or defects with the equipment or the facilities that will affect the training of the Students;
 - 3.3.5 will allow a reasonable period of time for rectification by UK All Sports or the Customer of any problems or defects with the equipment or the facilities that will affect the training of the students;
 - 3.3.6 where required, will ensure that coach and Student assessment forms are completed at the end of each course;
 - 3.3.7 must notify UK All Sports immediately if unable to attend a booked course and provide the Coaching Services. This must be done either by calling the mobile number for Nick Smith, 07763984875 or Chris Bryant-Mansell 07921100719;
 - 3.3.8 will reimburse UK All Sports for all direct losses (including but not limited to venue hire, hire of equipment and the cost of a replacement coach) incurred by UK All Sports as a result of any failure of the Coach to attend a booked course and provide the Coaching Services UNLESS UK All Sports in their absolute discretion determines that such failure to attend was as a direct result of illness or injury which meant the Coach was unable to attend a booked course and provide the Coaching Services ;
 - 3.3.9 if the Coach is unable to attend a booked course and provide the Coaching Services will use all reasonable endeavours to suggest a suitable replacement, subject to the replacement entering an agreement with UK All Sports on the same terms as this Agreement though UK All Sports reserves the right in their absolute discretion to refuse the suggested replacement; and

3.3.10 will reimburse UK All Sports for the cost of re-running the course in respect of any claim made against UK All Sports by the Customer as a result of dissatisfaction with the Coaching Services UNLESS UK All Sports in their absolute discretion elects to refuse such reimbursement.

4.0 Fee

4.1 UK All Sports shall, subject to confirmation of satisfaction by the Customer with each session of the Coaching Services delivered to the Customer, pay to the Coach the Coaching Fee together with any applicable VAT.

4.2 Subject to the provisions of clause 4. 1 above, payment of the Coaching Fee will be made to the Coach at most one calendar month after the completion of the Coaching Services.

5.0 Cancellation

UK All Sports shall be entitled to cancel the Coaching Services or any course forming a part of the Coaching Services by giving notice to the Coach. If such notice is less than five (5) days then UK All Sports will pay the cancellation fee, if any specified in the Engagement Letter. .

6.0 Limits and Exclusion of Liability

6.1 Nothing in this clause 6 shall limit either party's liability for death or personal injury resulting from its negligence or fraud.

6.2 The liability of UK All Sports arising directly or indirectly under or in connection with this Agreement and whether arising in contract, tort, breach of statutory duty or otherwise shall be limited with reference to each Engagement Letter to the amount of the Coaching Fees payable under that Engagement Letter.

6.3 Neither party to this Agreement shall be liable for any indirect or consequential losses or for any direct or indirect economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings).

6.4 The parties agree that the exclusions and limitations of liability set out in this clause are reasonable in all the circumstances.

7.0 Force Majeure

Neither party shall be liable to the other for failure to perform its obligations under this Agreement or any Engagement Letter, if the failure is due to circumstances beyond its reasonable control including, without limitation, fire, flood, war or terrorist activity, acts of God, civil commotion, malicious damage or compliance with any law or regulation.

8.0 Assignment

The Coach shall not without the prior written consent of UK All Sports transfer or assign this Agreement or any Engagement Letter to any other person, firm or company.

9.0 General

9.1 Each party will keep confidential and will not disclose to any third party any confidential information concerning the business or affairs of the other party which may have come to its knowledge.

9.2 Nothing in this Agreement shall create a partnership or principal/agency relationship between the parties.

9.3 This Agreement and any Engagement Letter may only be amended in writing by a document signed on behalf of both parties.

9.4 Except to the extent that this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

9.5 In no event will any delay or failure in enforcing, exercising or pursuing any right, or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right.

9.6 This Agreement and the Engagement Letter constitute the entire agreement and understanding of the parties and supersede any previous agreement or arrangement between the parties relating to such subject matter. In entering into this Agreement or any Engagement Letter neither party has relied upon any statement, representation, warranty, understanding, promise or assurance given by the other party.

10.0 Termination

UK All Sports may by notice in writing immediately terminate this Agreement and any Engagement Letter if the Coach is in material breach of any of the terms of this Agreement or is incompetent, guilty of gross misconduct and/or negligent in the provision of the Coaching Services or becomes bankrupt.

11.0 Tax Liability

It is the intention of UK All Sports and the Coach that the Coach shall have the status of a self-employed person or limited liability company and shall be responsible for all or any income tax liabilities and National Insurance or similar contributions in respect of the Coaching Fee, and the Coach hereby indemnifies UK All Sports in respect of claims that may be made by the relevant authorities that UK All Sports is liable in any way in respect of income tax or National Insurance or similar contributions as a result of the provision of the Coaching Services by the Coach or the payment of the Coaching Fee.

12.0 Non Solicitation of Customers

The Coach shall not (on his/her own behalf or in conjunction with any other person, firm or company) without the prior written permission of UK All Sports either during the period of this Agreement or for a period of one year from the date of the termination of this Agreement directly or indirectly solicit or entice away or deal with any Customer who was introduced to the Coach by UK All Sports or in respect of whom an Engagement Letter was entered into.

13 Notices

Any notice given under this Agreement or any Engagement Letter shall be in writing and sent or delivered to the relevant address referred to on the first page of this Agreement or such other address as the relevant party may designate to the other party in writing from time to time. Any such notice shall be deemed to have been served at the time of delivery.

14 Governing Law

This Agreement and the Engagement Letter shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts.

Signed by Nick Smith Director UK All Sports Limited	NICK SMITH

Signed by the Coach