MODEL COACH EMPLOYMENT CONTRACT FOR CLUBS/TENNIS VENUES

***Explanatory Note***

*This is a model coach employment contract for use by tennis venues. It is intended for use in most standard coach/club employment relationships and should be prepared using the corresponding Guidance Notes available on the LTA website. If you require or wish to cover more unusual terms and conditions or need guidance on tailoring the contract, then you should take independent legal advice. Professional advice is also necessary if you wish to use this model in order to update or revise existing contracts.*

*Notes in detail:*

*Square brackets [ ] with green highlights are used to show where you must make a choice, or delete an option or clause.*

*Curly brackets { } with yellow highlights are used to show where you must insert text.*

**Contract**

{COACH'S NAME AND ADDRESS}

DATE

Dear {COACH'S NAME}

**Contract of employment**

This letter is your contract of employment and contains a statement of the applicable terms of your employment as required by section 1 of the Employment Rights Act 1996.

Commencement of employment

* 1. Your employer is {CLUB'S NAME} (**Club** or **we**). Your employment with the Club commence[s **OR** d] on {DATE}. [No employment with a previous employer counts towards your period of continuous employment with the Club **OR** Your employment as {ROLE}, which commenced on {DATE}, counts towards your period of continuous employment with the Club].
  2. The first three months of your employment shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. We may, at our discretion, extend this period for up to a further three months. During this probationary period your performance and suitability for continued employment will be monitored.

Job title

* 1. You are employed as {ROLE} and report to {ROLE}.
  2. You may be required to undertake other duties from time to time as we may reasonably require.
  3. You warrant that:
     1. you are entitled to work in the UK without any additional approvals and will notify the Club immediately if you cease to be so entitled at any time during your employment with the Club; and
     2. you hold current coach accreditation with the Lawn Tennis Association (**LTA**) and will notify the Club immediately if you cease to be so accredited.

Place of work

* 1. Your normal place of work is {LOCATION} or such other place within {REASONABLE AREA} as we may reasonably determine.
  2. You will not be required to work outside the UK for any continuous period of more than one month during the term of your employment.

Salary

* 1. Your basic salary is £{AMOUNT} per year which shall accrue from day to day and be payable monthly in arrears on or about the {DATE} of each month directly into your bank or building society account. [***Option for Part Time Employee***][Your basic salary is based on a full-time equivalent salary of £{AMOUNT}.]
  2. [Your salary will be reviewed annually and may be increased from time to time at the Club's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of the salary after notice has been given by either party to terminate your employment.]
  3. We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to the Club at any time.

Hours of work and rules

* 1. Your normal hours of work are between {TIME} and {TIME} {Day} to {Day} inclusive with a [paid] or [unpaid] lunch break of one hour. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra remuneration.
  2. You are required at all times to comply with our rules, policies and procedures in force from time to time.
  3. You are required to familiarise yourself and comply with the British Tennis Safeguarding Policy as in force from time to time.

Holidays

* 1. The Club's holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
  2. You are entitled to {NUMBER} days' paid holiday during each holiday year. This includes the usual public holidays in England and Wales or a day in lieu where we require you to work on a public holiday.
  3. You shall give at least {NUMBER} weeks' notice of any proposed holiday dates and these must be agreed by {POSITION} in writing in advance. We may require you to take (or not to take) holiday on particular dates, including during your notice period.
  4. You cannot carry forward untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.
  5. We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your [***For part time -*** full-time equivalent] salary for each untaken day of your entitlement.
  6. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your [***For part time -*** full-time equivalent] salary for each excess day.

Incapacity

* 1. If you are absent from work due to incapacity, you must notify {POSITION} of the reason for your absence as soon as possible but no later than {TIME} on the first day of absence.
  2. Subject to your satisfying the relevant requirements you shall receive Statutory Sick Pay (**SSP**). Your qualifying days for SSP purposes are {Monday} to {Friday}.
  3. You agree to consent to a medical examination (at the Club's expense) by a doctor nominated by the Club should the Club so require. You agree that any report produced in connection with any such examination may be disclosed to the Club and the Club may discuss the contents of the report with the relevant doctor.
  4. If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Club of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Club may reasonably require. You shall, if required by the Club, co-operate in any related legal proceedings and refund to the Club that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Club may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Club in respect of the period of absence.

Termination and notice period

* 1. After successful completion of the probationary period referred to in clause 1.2, the prior written notice required from you or the Club to terminate your employment shall be as follows:
     1. in the first five years of continuous employment: {one calendar month's} notice; and
     2. after five complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.
  2. [We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.]
  3. We shall be entitled to dismiss you at any time without notice or payment in lieu of notice if you commit a serious breach of your obligations as an employee, or if you cease to be entitled to work in the United Kingdom. In addition, and notwithstanding any other provision of this contract, your employment may be terminated without notice or payment in lieu of notice if:
     1. you are guilty of any serious or gross misconduct or serious neglect in the discharge of your duties; or
     2. you provide inaccurate or false information in relation to your employment whether concerning your qualifications, references or otherwise; or
     3. you cease to hold a current coaching licence with the LTA; or
     4. [any matter is disclosed in a Disclosure and Barring Service (**DBS**) certificate which is of reasonable concern to the Client or you refuse to consent to a suitable DBS check]; or
     5. you commit a material breach of the British Tennis Safeguarding Policy (as amended from time to time).

Disciplinary and grievance procedures

* 1. *[Option A –* *The Club has Disciplinary and Grievance Procedures].* [Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are [contained in the Staff Handbook **OR** available from [POSITION]]. These procedures do not form part of your contract of employment.]
  2. *[Option B – The Club does not have Disciplinary and Grievance Procedures]*. [We will generally seek to deal with any grievance or disciplinary issue in a manner broadly consistent with the ACAS Code on Grievances and Disciplinary. For the avoidance of doubt, the Club will not, however, be contractually obliged to deal with any grievance or disciplinary issue in a particular way.]
  3. If you wish to appeal against a disciplinary decision you may apply in writing to {POSITION} in accordance with our disciplinary procedure.
  4. We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
  5. If you wish to raise a grievance you may apply in writing to {POSITION} in accordance with our grievance procedure.

Pensions

The Club will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

Collective agreement

There is no collective agreement which directly affects your employment.

Conditions of employment

* 1. Your employment is conditional upon:
     1. the Club receiving two references from previous employers which are satisfactory to us;
     2. you having and continuing to have permission under UK immigration law to undertake this employment and, where applicable, have and continue to hold valid and appropriate UK immigration clearance or leave to remain;
     3. you having and continuing to have coach accreditation with the LTA; and
     4. [you undergoing an [enhanced] DBS check before appointment and when required by the Club which does not disclose any matter of reasonable concern to the Club]

Changes to your terms of employment

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

Confidential information

* 1. You shall not use or disclose to any person either during or at any time after your employment with the Club any confidential information about the business or affairs of the Club, or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 14, **confidential information** means any information or matter which is not in the public domain (except as a result of your breach of this agreement) and which relates to the affairs of the Club, its committee, officers and/or members.
  2. The restriction in clause 14.1 does not apply to:
     1. prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
     2. use or disclosure that has been authorised by the Club, is required by law or by your employment.

Club property

* 1. All documents, manuals, equipment, kits, hardware and software provided for your use by the Club, and any data or documents (including copies) produced, maintained or stored on the Club's computer systems or other electronic equipment (including mobile phones), remain the property of the Club.
  2. Any Club property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to {POSITION} at any time on request and in any event prior to the termination of your employment with the Club.

Third party rights

No one other than you and the Club shall have any right to enforce any terms of this agreement.

Governing law and jurisdiction

* 1. This Agreement will be governed by and construed in accordance with the law of England and Wales.
  2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

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|  |
| ..................... |
| For and on behalf of {CLUB} |
|  |
| I agree to the above terms |
|  |
| ...................... |
| [EMPLOYEE] |
|  |
| ...................... |
| Date |

SCHEDULE

{Insert Job Description}