

This Agreement is made between:

Greenwich Students' Union
(Hereinafter referred to as GSU)

and

The self-employed Instructor / Coach
(Hereinafter referred to as the "Instructor/Coach" or "you").

1. Fees and Club Membership

- 1.1. The Instructor will be paid fees at a rate of £____ (Inclusive of VAT) for each hour (or pro rata rate for part hours) spent in the provision of services under the terms of this Agreement subject to the Instructor issuing to GSU appropriate monthly invoices in respect of fees. Invoices must include bank details of the account payable or payments cannot be made.
- 1.2. Where a fee has been agreed for Coaching Services the Coach/Instructor shall be considered a self-employed contractor. The Coach/Instructor agrees to declare all income as may be necessary for taxation purposes and undertakes to indemnify GSU against all tax liabilities on their behalf.
- 1.3. Any funds raised by the Club/Society, including Class Fees, must be paid into the relevant Club/Society account at GSU; no monies may be kept by any member or Coach/instructor on behalf of the Club/Society, and no Club/Society may hold an external Bank Account.

2. Insurance and Certification

- 2.1. The Instructor shall maintain at their own cost a suitable policy of insurance to cover liability of up to £5 million in respect of any act, omission or default arising out of the provision of services by the Instructor under this Agreement.
- 2.2. GSU shall not be liable for any loss, injury or damage suffered by the Instructor or any other person to the extent that such loss, injury or damage is caused directly or indirectly by the Instructor. The Instructor shall indemnify GSU in respect of any costs and expenses (including without limitation legal costs), actions, claims, demands and damages arising from your default, negligent acts or omissions.
- 2.3. It is agreed that the Instructor shall maintain at their own cost:
 - 2.3.1. All training necessary to keep the content of exercise sessions current and relevant to the members of the Organisation.
 - 2.3.2. If requested, the Instructor shall provide evidence to GSU that they have fulfilled the obligations under this clause. Failure to do so may result in this Agreement being terminated summarily.

2.4 GSU must have received from the Coach/Instructor all necessary insurance, coaching documentation and evidence of self-employment before this agreement is deemed to have come into effect.

3. Confidentiality

The Instructor acknowledges and agrees that all information they encounter relating to the business of GSU, its staff and the members of GSU is confidential to GSU and is to be treated as such at all times (including after the termination of this Agreement).

4. Termination

4.1. This Agreement can be terminated at anytime by either party by providing 30 days notice.

4.2. GSU shall be entitled summarily to terminate this Agreement without the payment of any compensation or damages, if the Instructor/coach:

4.2.1. Acts in any way which GSU reasonably believes may bring GSU into disrepute or discredit.

4.2.2. Is involved in any activity, whether in the course of, or outside their engagement, which GSU believes makes the Instructor unsuitable for their engagement or unacceptable to the members of GSU.

4.2.3. Acts in any way which results in distress to, or damages the property of, a member of the student group.

4.2.4. Breaches the confidentiality obligations under clause 3.

4.2.5. Commits any material or persistent breach of GSU policies

4.3. The student group training provision is based on member demand and wider strategy, therefore GSU have no obligation to offer continued work to the Instructor/coach.

4.4. It is agreed that the confidentiality obligations under clause 3 shall continue to take effect upon termination of this Agreement.

4.5. On termination of this Agreement the Instructor/Coach shall deliver to GSU any property belonging to GSU.

5. Pay and Deductions

5.1. It is agreed that GSU will not be operating PAYE or making or deducting any National Insurance Contributions in respect of your fees. The Instructor/Coach

shall be responsible for all income tax liabilities and National Insurance in respect of their fees. The Instructor/Coach agrees to indemnify the insurance of GSU in respect of their fees. The Instructor/Coach agrees to indemnify GSU against any claims which are made against GSU in respect of income tax and National Insurance contributions (including penalties and interest) that relate to the provision of the Instructor's services under this Agreement.

5.2. You agree to the deduction from your fees of any sums which you may owe to GSU at any time, which shall include any sums equal to any loss which has been, or which GSU genuinely estimates it will incur arising from a breach by the Instructor/Coach of any of their obligations under this Agreement.

6. Role of Coach & instructor

6.1 To maintain an organised and safe training environment for all participants, whatever their level of experience.

6.2 To help ensure continuity and improvement of personal and team Performance through structured coaching, skills tuition and improve fitness.

6.3 To support the Student committee members in ensuring that only official members of the (as defined by GSU) or GSU –registered Coaches/Instructors attend, coach or participate in Club/Society activity.

6.4 To support the Student committee members in implementing GSU systems and procedures.

6.5 To *advise* the student committee members on any appropriate specific guidance/regulations relating to their activity.

6.6 To *advise* the student committee members and members where appropriate and qualified to do so – eg. Team selection, tactics, competition, opportunities, development plans – although responsibility for decision-making, organisation and administration of the Club/Society rests solely with the committee.

7. DBS

The Coach/Instructor shall undertake a Disclosure and Barring Service (DBS) check, if so requested by GSU. Coach/Instructors who have already successfully undertaken a DBS check shall forward documentary proof to GSU.

8. Disclaimer

8.1 The Coach/Instructor shall indemnify GSU, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against GSU, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under the Agreement to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the Coach/Instructor, their servants or agents.

8.2 Nothing in this agreement shall be construed as creating a partnership, an

agreement of employment or a relationship of principal and agent between GSU and the Coach/Instructor.

Copies of the following MUST be sent to activities@gre.ac.uk, alongside completion of the coach registration form which can be found on the GSU website.

Coaching Certificates

Liability Insurance

Emergency Aid / First Aid Certificate (if applicable)

DBS certificate (if applicable)

Entire Agreement

This Agreement replaces any previous agreements or arrangements between you and GSU and only the terms included herein forms the basis of the Agreement.

Signed for and on behalf of the club/society

Name: _____

Position: _____

Date: _____

Signed for and on behalf of GSU

Name: _____

Position: _____

Date: _____

Signed by coach / instructor:

Name: _____

Date: _____