

[ON LTA HEADED PAPER]

MODEL COACH EMPLOYMENT CONTRACT FOR CLUBS/TENNIS VENUES

GUIDANCE NOTES

These Guidance Notes are intended for use with the Model Coach Employment Contract for Clubs/Tennis Venues. 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.

Clause	Guidance
Introduction	Name of Club – You should ensure you use the correct legal name of the Club
1.1	Commencement – You should choose the option between "commences" or "commenced" depending upon whether the contract was signed before or after the start of employment. Ideally, all employment contracts should be signed before the employment has commenced.
1.1	Continuous employment - For an external appointment, the first option should be used (no employment with a previous employer counts towards your period of continuous employment). For an internal appointment (somebody who has performed another role for the Club), the second option should be used and the date the coach originally joined the Club as an employee should be specified.
1.2	Probationary period – We have suggested a three month probationary period with the option to extend by a further three months if necessary. If you would like to include a longer probationary period, two years should be the maximum period that an employee is on probation.
2.1	Job Title – We have left it for you to insert the job title. In many instances, this might just be "Coach" but the employee may have a more specific title.
2.3	Right to work in the UK - This clause contains a warranty that the employee is entitled to work in the UK. The Club will be liable to a civil penalty if it negligently employs someone who is not entitled to work in the UK and will commit a criminal offence if it knowingly employs such a person. An employer will have a defence if it checks certain documents before employing the individual and (in some cases) at least every 12 months during employment. Inclusion of the warranty at least puts some of the burden on to the employee (as the employee will be in breach of contract if they are not entitled to work in

	the UK). However, the responsibility remains with the employer.
4.1	Option for part time – It is helpful to include the full-time equivalent salary for a part time employee as this can be used to explain how salary is calculated. For example, the full-time equivalent salary of an employee who works 3 days per week is 5/3 of their salary.
4.2	Salary review – This clause is optional but it is standard practice for salaries to be reviewed on an annual basis. Please note that an employer cannot reduce a salary without the employee's express agreement without running the risk of contractual or statutory claims.
6.2	Holiday entitlement – Employees are entitled to the statutory minimum holiday entitlement of 5.6 weeks (inclusive of public holidays). For an employee who works 5 days per week, their statutory minimum holiday entitlement is 5 days multiplied by 5.6 weeks and therefore 28 days. If an employee works on a different pattern, their holiday entitlement will need amending accordingly.
6.5 – 6.6	Payment in lieu of holiday – For part-time employees, the optional words "full-time equivalent" should be included in these clauses.
7.2	Qualifying Days – The "Qualifying Days" for Statutory Sick Pay purposes should reflect the actual days the employee usually works. For example, if an employee typically works Monday to Friday, these should be their "Qualifying Days", while an employee who works Monday to Wednesday should have those days as their specified Qualifying Days.
8.1	Notice Period – We have suggested that, following the probationary period, the notice period should be one month for the first five years and then one week for each year of service to a maximum of twelve. If you wish to amend the notice periods, you need to ensure that the notice periods are not less than the statutory minimum. The statutory minimum is one week during the first two years of employment and then it increases by one week for each continuous year of employment up to a maximum of 12 weeks.
8.2	Payment in lieu of notice - You may want to terminate an employee's contract quickly in circumstances where there are no grounds for dismissing the employee summarily (such as gross misconduct, or some other repudiatory breach of contract by the employee). A payment in lieu of notice clause such as this allows you to do this without breaching the contract. This means that you retain the right to enforce any continuing obligations under the contract, like confidentiality obligations.
8.3.4 & 12.1.4	DBS - These clauses should be used if a coach will be working with vulnerable adults or children. If a Club is unsure whether a DBS check is required they should consult with the LTA's safeguarding team
9	Disciplinary and grievance procedures – It is recommended that employers treat any grievance or disciplinary issues in accordance with the ACAS

	<p>Statutory Code of Practice on Disciplinary and Grievances (as amended from time to time). The ACAS Code is available on the ACAS website. Employers are not required to have their own disciplinary and grievance procedures but it is best practice to do so. We have included two options in this clause. The first is for use by Clubs who have their own Disciplinary and Grievance Procedures, the second is for those Clubs who do not have their own procedures.</p>
10	<p>Pensions – This clause says that the Club will comply with its duties under the Pensions Act 2008. In accordance with this Act, by 2018 all employers will have to automatically enrol their employees in a qualifying pension scheme (known as “Statutory Auto-Enrolment”). Every employer has a Statutory Auto Enrolment Staging Date, which is the date by which they have to comply with their auto-enrolment duties. If you do not know your Staging Date, you can find it by inserting your payroll reference number on the Pension Regulator website.</p>