

## MODEL SELF-EMPLOYED COACH COMPANY CONTRACT FOR CLUBS

### GUIDANCE NOTES

These Guidance Notes are intended for use with the Model Self-Employed Coach Company 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.

Please note that you should also take professional advice as to whether a self-employed contract is the appropriate contractual relationship with a particular coach. The employment status of an individual depends on the nature of the relationship, not just the terms of the contract. Entering into a self-employed contractor relationship when, in fact, the relationship is that of a worker or an employee can result in unexpected tax liability and potential legal claims from the individual.

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  |
|--------|---|
|        | <b>Name of Club</b> – You should ensure you use the correct legal name of the Club  |
| 2.1    | <b>Duties</b> – There are many different ways in which a self-employed coach might be engaged by a Club. This model contract assumes that the coach will be engaged to work a certain number of days or hours per month. However, a coach might be engaged on a more flexible basis (as and when needed on an hourly basis) or for a specific project, like a one-off coaching programme. We would recommend the Club seeks advice on drafting this clause if the arrangement is different from the one envisaged in this model contract. |
| 2.4    | <b>Substitute</b> – A key indicator of a self-employed contractor status (as opposed to an employee or a worker) is the ability to provide a substitute to carry out the services. If a Club would like to include this provision, we would recommend that the Substitute is required to comply with the same obligations as the Individual.  |
| 5      | <b>Insurance</b> – Contractors have personal liability for loss incurred by a client in connection with the provision of the services. Accordingly, the contractor should be suitably insured.  |
| 7.1.4  | <b>DBS</b> – 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.  |
| 8.2    | <b>Tax</b> – A self-employed contractor should be liable for paying their own income tax.   |

8.2.2

**Status** – This clause provides an indemnity from the contractor company for the costs arising if they bring a claim based on employment or worker status against the club. Please note that any attempt to limit or exclude the rights of an employee or worker under the Employment Rights Act 1996. This clause may therefore be void if the Individual, or any substitute, is found to be a worker or employee.