

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

501-243-3-LA

**BELFAST CITY COUNCIL**

and

[ \_\_\_\_\_ ]

# **AGREEMENT**

Private coaching in Belfast City Council Leisure Centres

C. Quigley  
Town Solicitor &  
Assistant Chief Executive  
City Hall  
BELFAST  
BT1 5GS

This **AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2011

**BETWEEN:-**

- 1) **BELFAST CITY COUNCIL** (“the Council”) of City Hall, Belfast, BT1 5GS;  
and
- 2) [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ]  
(hereinafter called “the Coach”)

**IT IS HEREBY AGREED**

1. In consideration of the Council allowing the Coach to undertake private coaching activities with members of the public at the Council’s leisure facilities for the period 1<sup>st</sup> ..... 2011 to 30<sup>th</sup> .....2012, the Coach hereby agrees to be bound by the following terms and conditions.
2. The Coach shall be only permitted to provide coaching to members of the public in all non-bookable activities which are not offered by the Council. Private coaching is only permitted in bookable activities subject to Centre programming and casual user demands.
3. The Coach must register with each Centre in which he/she is to carry out their activities. This will apply whether a financial transaction is carried out with members of the public or not.
4. The Coach must provide the Council with the following:-
  - 4.1 Full name, address and contact information.
  - 4.2 A copy of their current governing body registration, together with validation of their original and currently valid qualifications.
  - 4.3 Signed confirmation that all activities which they conduct on Council premises will be conducted using good practice as per the National Governing Body for their Sports guidelines.
  - 4.4 A copy of their current Public Liability Insurance and the Coach shall indemnify the Council against any personal injury, loss or damage of any nature whatsoever which may be incurred by any person, including the Council, as a result of their activities at the Council’s Centre.
  - 4.5 Evidence that they have attended Child Protection training.

- 4.6 A copy of their Child Protection Policy or that of their National Governing Body. If none, confirmation that they agree to abide by Belfast City Council's Policies for the Protection of Children and Vulnerable adults to include the Photographic policy ( Copies of same can be obtained at [www.belfastcity.gov.uk/play](http://www.belfastcity.gov.uk/play)).
5. The Coach consents to the Council carrying out an appropriate POCVA check, prior to the Coach commencing use of Council facilities under this agreement. The Coach must pay a registration fee of £100.00 to register as a Coach under this Scheme. Existing employees of the Council who have passed the POCVA check will pay a reduced fee of £65.00. The council reserves the right to re-access Access NI checks on an annual basis.
  6. The Coach shall pay the Council the sum of £100.00 per month by way of direct debit. In the event of illness or extended holiday, the Coach may, upon giving 30 days notice to the Council in writing, freeze the Direct Debit payment for one calendar month. A one calendar month freeze on the Direct Debit may only be permitted twice in any 12 month period.
  7. Each Client attending a coaching session must pay the relevant full activity price.
  8. The facility shall only be available to the Coach during the normal hours of opening of the Centre with which they are registered.
  9. Should the Coach be a Council Officer, then they must seek approval from their appropriate Line Manager for carrying out coaching activities.
  10. The Council may withdraw this permission at any time, and the Council shall have no liability of any nature whatsoever to the Coach in the event of such withdrawal.
  11. The Council cannot guarantee access to its leisure facilities, and shall have no liability to the Coach of any nature whatsoever should the facilities for any reason be closed.
  12. The Coach may not undertake any coaching activities until he/she has received a signed copy of this Agreement from the Council. Receipt of a signed copy of this Agreement from the Council shall be evidence of the Council's acceptance of the Coach's application.
  13. The Coach shall only be permitted to advertise within the Leisure Centre with the express permission from the Leisure Centre manager.

