

Appendix

5

Contract Template for Club Coaches (Employees)

Coaching Contract

1. PARTIES

1.1 University College Dublin _____ Club. ("hereinafter referred to as the Club").

1.2 _____, ("hereinafter referred to as the Coach") address to be inserted

2. DATE OF COMMENCEMENT

2.1 This agreement will commence on the XXX. Before you commence employment you must first successfully complete the AUC Vetting process, submit a Sport Ireland Safeguarding 1 certificate and a signed Code of Ethics and Conduct for Sports Coaches. You are not permitted to commence work until these items are submitted and the AUC. The employment of those who are not compliant will be suspended without pay until such time as all outstanding matters are resolved.

3. DURATION OF AGREEMENT

3.1 This fixed term contract is a XXX month agreement concluding date. The Unfair Dismissals Acts 1977-2001 shall not apply to the ending of this contract by reason of the expiry of the fixed term period.

The objective grounds for the issue of this fixed term contract rather than a permanent contract is the provision of temporary specialist coaching expertise, the need for which is not guaranteed on an indefinite basis.

The fixed term nature of this contract underpins the fulfilment of a legitimate objective of the Club to provide temporary specialist coaching expertise on an as needed basis.

4. DUTIES

4.1 The Coach shall provide services as the Coach to the UCD XXX Club

Specific Duties to include: (add / delete as appropriate)

- Develop and implement the training programme for all players on the first team squad.
- Supervise all training sessions for the first team.
- Team selection.
- Attendance at all first team fixtures.
- Assist in the selection, supervision and development of scholarship players.

4.2 In addition to the agreed duties, the Coach may from time to time be required to provide additional or other services as necessary to meet the needs of the Club's requirements. As Coach he will report to the Committee of the Club or their nominee.

5. PLACE OF WORK

5.1 The normal place of provision is UCD, Belfield, Dublin 4. The Coach will be expected to perform his duties in such area within Ireland or elsewhere as may be assigned to him from time to time.

6. PAYMENT

(Delete as appropriate 6.1)

6.1 The Club shall pay the fixed amount of XXX for coaching services provided for the duration of this contract.

Or

6.1 The Club shall pay an honorarium of XXX for coaching services provided for the duration of this contract.

Or

6.1 The Club shall pay a fixed rate of XXX per session for coaching services provided.

Or

6.2 Payment will be issued on the Club's behalf by the Athletic Union Council upon receipt of an employee set-up form and confirmation of remuneration from the XXX Club. Payment shall be in the form of a cheque.

- 6.3 The Athletic Union Council on behalf of the XXX Club will deduct at source PRSI, PAYE, etc. from such payments and will issue a pay slip with all payments.
- 6.4 Payments will be made twice per year by the Athletic Union Council on behalf of the XXX Club in December and May. Payment is subject to the coach successfully completing Vetting with the AUC, submitting a valid Safeguarding 1 certificate and a signed AUC's Coaches Code of Ethics and Conduct. Furthermore, the Club must have completed the AUC's grant application process.
- 6.5 Where the Coach is unable to attend a coaching session due to illness, he / she should inform the designated Club contact as soon as possible. There is no entitlement to sick pay under the terms of this contract.
- 6.6 Under the terms of this contract, the Coach will have access to a Personal Retirement Savings Account (PRSA) in accordance with the provisions of the Pensions (Amendment) Act 2002. The Club does not make any employer contribution to PRSA's. Information is available on request from the Club Secretary.

7. EXPENSES

- 7.1 The Club shall reimburse the coach for legitimate expenses incurred in the provision of coaching services up to a maximum of XXX. All such expenses must be vouched and copies of receipts must be provided to the Club. Reimbursement of such expenses will be made directly by the Club.

8. HOURS OF SERVICE PROVISION

- 8.1 The Coach shall provide a minimum of XXX hours service a week, including time on Saturdays, Sundays and Public Holidays, at times commensurate with the training of athletes and as agreed with the Club, and this shall be considered normal hours. The Coach may be required to provide services to the Club in such hours outside and above the normal hours as the Club considers necessary to meet the needs of the club and the Coach shall not be entitled to be paid for such further hours.

9. TERMINATION OF AGREEMENT

- 9.1 The Coach may terminate this agreement by giving to the Club not less than one month's notice in writing.
- 9.2 The Club may terminate this agreement by giving one month's notice in writing, and shall be sufficiently served on the Coach by post to the address to which it was sent.
- 9.3 In cases of gross misconduct, and/or breaches of the AUC's Code of Ethics & Conduct for Sports Coaches, the Club reserves the right to terminate the Coaches agreement without notice or a payment in lieu thereof.

On termination of this agreement for whatsoever reason, the Coach must return all Club property, which is in their possession. The Coach will be liable to reimburse the Club for any loss of or damage to such property, except for fair wear and tear.

10. EXTERNAL ACTIVITY

Any external activity engaged in by the Coach must not be such as to interfere with the fulfilling of the terms of this agreement with the Club.

Any employment, self-employment, working partnerships or consultancy work entered into by the Coach must not conflict with the interests of the Club and must have prior written authorisation from the Club. Approval may be given where this activity is not deemed to interfere with the fulfilling of the Coach duties and responsibilities to the Club and/or where such activity is deemed not to be in conflict with the interests of the Club. Such approval will not be unreasonably withheld. Any approval/refusal will be subject to on-going review by the Club.

11. CONFIDENTIAL INFORMATION & DATA PROTECTION

- 11.1 In the course of, or for the purposes of this agreement, the Coach will acquire or have access to and be entrusted with information which is confidential to the Club. It is the Coach duty to observe such confidentiality. The restriction shall continue to apply after the termination of this agreement.
- 11.2 The Coach should ensure compliance with the Data Protection Act 2018, the General Data Protection Regulation 2016/679 and all policies and procedures adopted by UCD in relation to data protection.

12 HEALTH AND SAFETY

12.1 While the Club will, as far as practicable, ensure a safe and healthy environment, the responsibility for personal health, safety and welfare while undertaking the duties of this agreement rests with the Coach. The Coach should ensure that the duties are conducted taking due care of health, safety and welfare without putting at risk the health, safety and welfare of himself, his colleagues, members of the Club and members of the public. The Coach should ensure that all coaching is delivered in accordance with the respective clubs health & safety statement and the approved practice for that activity as defined by the respective sports governing body

13. INSURANCE

13.1 For the duration of the agreement the Athletic Union Council shall take out and maintain public liability insurance and employers liability insurance on behalf of the XXX Club. The Athletic Union Council shall provide a current certificate of insurance on request from the Club.

14. ACCIDENT REPORT

14.1 The Coach shall report any reported accident which occurred on any part of the UCD campus to the UCD Sports Centre Duty Manager (tel. (01) 716 3821 or to the UCD Safety Office ((01) 716 8768 /8770) as soon as the accident become apparent and in any event within 24 hours from when such an accident occurs. The individual will be required to complete an accident report form.

15. CLUB POLICIES & RULES

15.1 The policies and rules of the Club are as set out in the Clubs Constitution and Safety Policy document. In addition, it should be noted that the Club is affiliated to the Athletic Union Council and is therefore governed by the policies and rules of the Athletic Union Council.

15.2 The Keeping Children Safe Policy for UCD Sport, reinforces the importance placed by the University on the protection of children and young people. All coaches are required to read and implement this policy while undertaking their duties. Furthermore, it is the policy of the Athletic Union Council that all coaching appointments are subject to Garda Vetting. Consequently, the Coach will be required to comply with the Athletic Union Council’s Garda Vetting procedures. All coaches are also required to hold at a minimum a valid Sport Ireland Safeguarding 1 qualification. Failure to successfully complete Garda Vetting or hold a valid Safeguarding 1 qualification will result in automatic disqualification.

15.3 The Coach is required to read, sign and abide by the Athletic Union Council’s Code of Ethics & Conduct for Sports Coaches. Failure to do so will result in automatic disqualification.

15.4 All coaching appointments are subject to the approval of the Athletic Union Council. This contract shall not come into force until such time as the Athletic Union Council approves the appointment of the Coach and endorses this contract. In the event that the Athletic Union Council does not approve this contract, no contract shall ever be deemed to have come into existence and neither party shall have any claim against the other.

I acknowledge receipt of and agree to the terms and conditions of this coaching agreement as set out.

Signed Witness: Date:

Signed:

For and on behalf of University College Dublin XXX Club

Witness:

Endorsement of the Athletic Union Council

The Athletic Union Council hereby approves the appointment of _____ as coach for the UCD _____ Club.

Signed: _____ Date: _____

AUC Office Use	Date received:	Approved by:
	Received by:	Date approved: