

# **LICENSE AGREEMENT TO PROVIDE COACHING SERVICES ON THE PUBLIC TENNIS COURTS IN THE LONDON BOROUGH OF BARNET**

## **DEFINITIONS**

“Council” means the London Borough of Barnet.

“License” means the approved application and these terms and conditions read together.

“Licensed” shall be interpreted accordingly.

“Licensee” means the individual to be Licensed as named in Clause 1.1.

“License Period” means the period from which the agreed License will begin and end during which the Licensee shall be bound to comply with these terms and conditions.

“Permit Fee” means the fee payable by the Licensee to the Council.

## **1. CONDITIONS OF LICENSE**

1.1. The Council grants a nonexclusive, revocable License to provide coaching services on the public tennis courts in the London Borough of Barnet as detailed above.

1.2 The term of this Agreement shall be one year, beginning on the start date above and expiring on the end date above.

1.3. The Licensee shall pay an annual, non-refundable Permit Fee to the Council of £200. The Permit Fee may be increased or decreased by the Council upon each renewal of this Agreement.

1.4. The licensee is entitled to book for a total of 3 hours per day.

1.5. The Council shall have the right to vary the terms of this License upon agreement with the Licensee.

1.6. The Licensee must be LTA Level 3 accredited as a minimum and shall be required to submit evidence of this to the Council.

1.7. The Licensee must have a recent enhanced Disclosure and Barring Service (DBS) check and shall be required to submit evidence of this to the Council.

## **2. COACHING**

2.1. Only Licensed coaches are permitted to use public tennis courts in the London Borough of Barnet for coaching.

2.2. The Licensee is responsible for the management and delivery of all coaching, including any publicity, promotion, communication and payment.

2.3. Income generated through coaching belongs to the Licensee and the Licensee is responsible for paying the appropriate taxes on this income.

2.4. Income generated through court bookings and membership options belongs to the Council.

2.5. The Licensee is responsible for booking the courts required to deliver coaching and is entitled to advanced bookings of 14 days. The Licensee shall, for the avoidance of doubt, pay the general adult court rates where

applicable and acknowledges that these charges are subject to change without notice. Those being coached will not be permitted to make a booking on behalf of the coach to enable a lower rate or to book additional courts. Coaches will be required to make all booking via Clubspark and payment will be taken at the point of booking.

2.6. The Licensee is responsible for providing all the necessary equipment to deliver coaching and this equipment must be age-specific and used appropriately.

2.7. The Licensee is responsible for the promotion of coaching programmes. Use of the Council logo is not permitted. Flyposting is not permitted.

2.8. The Licensee shall keep a record of any complaints relating to coaching and this record of complaints shall be available for inspection by the Council.

2.9. Please note that you may not be the only licensed coach at your chosen venue. Where sites have between 1 – 3 courts there may be a maximum of 2 coaches at any time. Where we have 4+ courts there may be a maximum of 3 coaches at any time.

### **3. CONDUCT**

3.1. The Licensee shall act in a manner that reflects positively on the Council.

3.2. The Licensee shall not coach while under the influence of alcohol or illegal substances.

3.3. The Licensee shall adhere to the byelaws relating to parks and open spaces in the London Borough of Barnet always, unless otherwise authorised by the Council in writing.

3.4. The Licensee may be engaged, employed or concerned in any other business, trade, profession or other activity provided it does not place the Licensee in a conflict of interest with the Council or the LTA.

3.5. The Licensee shall comply with Public Space Protection Orders.

3.6. The Licensee shall notify the Council as soon as possible if charged, cautioned or convicted of an offence.

### **4. INSURANCE AND LIABILITY**

4.1. The Licensee shall, throughout the term of this Agreement, maintain public liability insurance of not less than £5,000,000.

4.2. The Licensee shall notify the Council as soon as possible of any occurrence of which they become aware which may subsequently give rise to a claim against the Licensee or against the Council.

4.3. The Licensee shall indemnify the Council against all liabilities, damages, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or relating to this Agreement, or caused by a breach by the Licensee and agents of the terms and conditions of this Agreement.

4.4. The Council accepts no liability to the Licensee or to any third party for any costs, claims, damages or losses other than for personal injury or death caused by the Council's negligence.

## **5. TERMINATION AND CANCELLATION**

5.1. The Council may revoke the License and terminate this Agreement with immediate effect where the Licensee:

- a) is in breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such a breach within seven calendar days of receipt of written notice to remedy the breach;
- b) becomes incapable for any reason of efficiently performing as a competent and qualified Licensee;
- c) acts in a way that is likely to bring the Council into disrepute or damage its reputation or interests.

5.2. Should the Council terminate this Agreement under Clause 5.1, the Licensee will not be entitled to any refund of the Permit Fee.

5.3. The Council may terminate this Agreement for convenience by giving fourteen calendar days written notice.

5.4. Should the Council terminate this Agreement under Clause 5.3, the Licensee will be entitled to a refund on a pro-rata basis for the remaining duration of the License Period.

5.5. Should the Licensee terminate this agreement, the Licensee will not be entitled to any refund of the Permit Fee.

5.6. Any delay in the Council exercising its rights to terminate this Agreement shall not constitute a waiver of those rights.

## **6. GENERAL PROVISIONS**

6.1. This Agreement contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Licensee acknowledges that it has not entered into this Agreement in reliance upon any representation by the Council or anyone acting on its behalf.

6.2. Pursuant to the Freedom of Information Act 2000 the Council is subject to certain legal obligations in relation to public disclosure of information. The Licensee shall cooperate with and assist the Council with any requests for disclosure which the Council receives under the Freedom of Information Act 2000 relating to this Agreement.

6.3. Nothing in this Agreement shall be taken to confer any benefit on any person who is not party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.

6.4. Nothing in this Agreement shall fetter the Council in the exercise or discharge of its functions, powers and duties as a Local Authority including, without limitation, the power to close all or parts of any parks or open spaces on a permanent or temporary basis.

6.5. Nothing in this Agreement shall create any tenancy in favour of the

Licensee.

6.6. If any dispute arises between the parties relating to this Agreement, the parties shall, in the first instance, endeavour to resolve it amicably between themselves. Disputes remaining unresolved shall, if the parties agree, be referred to non-binding mediation. If the parties do not agree to non-binding mediation or if the dispute remains unresolved, the Courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).