



# Oakleigh Tennis Club – Victorian Tennis Academy

## CLUB-COACH AGREEMENT

Schedule – Contract Details

### Oakleigh Tennis Club (Inc. A0012347X) (Club)

**Name:** Oakleigh Tennis Club  
**ABN:** 62 983 228 103  
**Address:** Caloola Reserve, 85 Atkinson Street OAKLEIGH 3266  
**Registered for GST**  Yes  No

### Victorian Tennis Academy (Coach)

**Name:** Victorian Tennis Academy  
**ABN:** 64 098 554 459  
**Address:** 65 Toorak Road West, South Yarra VIC 3141  
**Registered for GST**  Yes  No

### Initial Term – 5 years (approx.)

**Commencement Date:** January 1, 2019  
**Expiry Date:** April 30, 2024

### Optional Terms

**Option(s):** 3 year extensions  
**Deadline for exercising Option(s):** Three months prior to the Expiry Date  
**Expiry dates (if option(s) exercised):** Extension 1: April 30, 2027  
Extension 2: April 30, 2030  
Extension 3: April 30, 2033  
**Conditions relating to the exercise of Option(s):** VTA performing to the satisfaction of OTC.  
OTC maintaining its lease for the courts with Monash Council.  
If OTC's Lease with Monash Council is extended past 2033, this lease can be extended by mutual consent of both parties.

### Head Agreement = OTC's Lease of Courts with Monash Council

**Parties:** Oakleigh Tennis Club and Monash Council  
**Type of agreement:** Courts – Lease / Clubhouse - Licence  
**Expiry date of Head Agreement:** April 30, 2033 (courts).



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### Usage Details

<b>Premises:</b>	Caloola Reserve, 85 Atkinson Street, Oakleigh 3166
<b>Number of Courts</b>	Varies, depending on day, time and VTA & OTC requirements.
<b>Times of use</b>	Varies depending on day, time and VTA & OTC requirements. Conduct the professional tennis coaching business in accordance with this agreement.
<b>Permitted Use:</b>	Coaching and tennis-related VTA programs that promote tennis, VTA and OTC.
<b>VTA Fee:</b>	VTA: <b>CONFIDENTIAL</b> annual fee, providing all VTA coaches & participants are financial members of OTC.  VTA Coaches: OTC membership fees paid in advance (as per all memberships). VTA Participants: OTC membership fees for new participants must be paid before their 6-week free trial memberships ("New VTA Tennis Class Participant – Junior" or "New VTA Tennis Class Participant – Senior") end. Coaches and participants to renew and pay for their subsequent memberships by July 1 each year (as per all memberships). Membership fees are to be in accordance with the OTC membership fee structure (paid annually by July 1), which is reviewed at the OTC Annual General Meeting each year.
<b>Additional Payment amounts:</b>	Electricity / lighting charge of <b>CONFIDENTIAL</b> per hour per court when using lights (to be reviewed annually).

### Club and Coach Responsibilities

<b>Programs and coaching services:</b>	Club and Coach will run the programs and coaching services allocated to them as set out in Schedule 1
<b>Administration:</b>	Club and Coach will undertake the administrative tasks allocated to them as set out in Schedule 2
<b>Maintenance:</b>	Club and Coach will perform the maintenance obligations allocated to them as set out in Schedule 3
<b>Competitions and Tournaments:</b>	Club and Coach will run the competitions and tournaments allocated to them as set out in Schedule 4

### Coach Benefits

#### Club will provide the following benefits to Coach:

1. Use of courts (subject to other club usage) to conduct coaching, Cardio Tennis and other approved tennis-related activities.
2. Use of storage facilities at Caloola Reserve.
3. Use of clubhouse facilities (pavilion) at Caloola Reserve in accordance with OTC's licence with Monash Council.
4. Access to the club's internet in the clubhouse at Caloola Reserve.
5. Access to the Book-A-Court and Stripe payment systems (or their future equivalents).



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### Coach Insurance

<b>(a) Public Liability:</b>	<input checked="" type="checkbox"/>	Public liability insurance for an amount not less than \$20 million dollars for any one occurrence, insuring the Coach against liability for the death of or injury to any person or loss of, destruction of or damage to property. <b>Note – if Coach (and any coaching employees of the Coach) maintains affiliation and accreditation with the member association in the Jurisdiction during the term it will fulfil its responsibility to maintain adequate public liability insurance.</b>
<b>(b) Professional Indemnity:</b>	<input checked="" type="checkbox"/>	Professional indemnity insurance in respect of liability under this Agreement for an amount of at least \$10 million per claim.
<b>(c) Workers Compensation:</b>	<input checked="" type="checkbox"/>	Any workers compensation insurance as required by Law.

### Jurisdiction

**State or Territory:** Victoria



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### Special Conditions

#### Sale of business / Change of VTA Head Coach or MD.

OTC will have the option to continue, renegotiate or cancel this agreement if any of the following occur:

- VTA is sold to another party.
- Tina Keown is no longer Managing Director of VTA.
- Tina Keown is no longer VTA's Head Coach at Oakleigh Tennis Club.

#### Databases

VTA to provide OTC with a list of all coaches and program participants quarterly (at the start of each term), so their membership status can be checked and confirmed.

#### Court Usage Prioritisation

Oakleigh Tennis Club will strive provide VTA with all the courts necessary to run its programs, based on the following court usage prioritisation:

COURT USAGE PRIORITY GUIDE	Monday to Friday				Saturday & Sunday		
	Mornings 7am-noon	Afternoons noon-3pm	After School 3pm-7pm	Evenings 7pm-11pm	Mornings 7am-noon	Afternoons noon-5pm	Evenings 5pm-11pm
	OTC Social	OTC Social	VTA	Competition	Competition	Competition	OTC Social
1	Competition	Competition	OTC Social	VTA	OTC Social (Sunday)	OTC Social	VTA
2	Schools	Schools	Book-A-Court	OTC Social	VTA	Book-A-Court	Book-A-Court
3	VTA	VTA		Book-A-Court	Book-A-Court	VTA	
4	Book-A-Court	Book-A-Court					

The above is a general prioritisation **guide only**, and may be adjusted as future requirements change, or for special circumstances (e.g., club tournaments, school holiday programs etc).

The above does not guarantee a set number of courts for any activity.

Court numbers allocated to each activity will be assessed as each year, term and competition season changes.

Oakleigh Tennis Club will endeavour to satisfy the court usage requirements of all parties, while noting that:

- Some activities can only be run at certain times such as:
  - Competition tennis – which can only be run at times as dictated by WDTA, VTA & BDNTA.
  - After-school VTA coaching – which can only be run Monday-Friday from 3pm onwards, when children are available.
  - School tennis – which must fit in with school schedules.
- Current court usage in many areas is still somewhat under-subscribed at the time of writing this agreement (e.g., week-day evening competition & OTC social play), so during these times, it is envisaged that all VTA and other usage can be accommodated together.



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### Membership requirements:

**All VTA coaches and participants must be financial members of Oakleigh Tennis Club for the following reasons:**

- Access to VTA programs is one of the benefits of membership of Oakleigh Tennis Club.
- VTA program participants are regular users of the courts, which contributes to the wear and tear of the artificial grass surface.
- All users of the courts contribute the wear and tear of the artificial grass surface, so their OTC memberships or Book-A-Court fees (for non-members) contribute in a “user pays” way to the maintenance and ultimate replacement of the surface, for which OTC is financially responsible.
- The “user pays” system of having all is the fairest way to share the long-term financial maintenance responsibility for the courts across all users.
- Being an OTC member means that VTA participants are covered by the Tennis Victoria’s insurance policy.
- Having all VTA participants on OTC’s membership database allows OTC to provide more accurate court usage and participant numbers to Monash Council, Tennis Victoria and potential sponsors or to use when applying for grants that benefit all users of the facility.
- Having all VTA participants on OTC’s membership database allows OTC to communicate them effectively via the membership database’s communication tool.
- It is hoped that the majority coaching participants (especially juniors) will transition into competition tennis, where they must be members of the club to participate. By joining OTC as members when they enter VTA coaching programs, OTC has all the information needed to enter them into teams, such as first name / last name / gender / date of birth – without the need to chase them up at the last minute to gather this information and ensure their membership status allows them to play.

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Oakleigh Tennis Club – Victorian Tennis Academy

CLUB-COACH AGREEMENT

EXECUTED as an Agreement

	<b>Donald Smith</b> OTC President	5-12-2022
<i>Signed for and on behalf of Club by its authorised representative</i>	<i>Name and title of authorised representative</i>	<i>Date</i>
	<b>Tina Keown</b> VTA Head Coach VTA Managing Director	5-12-2022
<i>Signed for and on behalf of Coach by its authorised representative</i>	<i>Name of authorised representative</i>	<i>Date</i>

CLUB-COACH AGREEMENT – COMMITTEE APPROVAL

From the OTC Committee Meeting Minutes of December 5, 2022:

Item # 2

Raised by: Donald Smith

Topic:

Club-Coach Agreement: Oakleigh Tennis Club & Victorian Tennis Academy

Motion:

A motion was moved to implement the contract between Oakleigh Tennis Club and the Victorian Tennis Academy.

Moved by: Donald Smith

Seconded by: Vikki Mount

Result: Carried



# Oakleigh Tennis Club – Victorian Tennis Academy

## CLUB-COACH AGREEMENT

### **SCHEDULE 1 – Programs and Coaching**

Refer to the attached schedule.

### **SCHEDULE 2 – Administration**

Refer to the attached schedule and page 7.

### **SCHEDULE 3 – Maintenance**

Refer to the attached schedule.

### **SCHEDULE 4 – Competitions and Tournaments**

Refer to the attached schedule.



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### SCHEDULE 2 – Administration (continued)

1. Provide VTA participant lists to OTC every term consisting of:
  - first name
  - last name
  - date of birth
  - gender
  - coaching session/s
2. Confirm that each VTA participant is an active, paid OTC member. (This can be done via a download from ClubSpark).
3. Provide an annual coaching report each year for the AGM summarising:
  - The coaching programs offered.
  - What days / times each program was offered.
  - How many participants (M/F) were in each program.
  - Special events.
  - Any other items you would like to mention.
4. Organise junior teams for club approval to be submitted for competition each season.
5. Submit approved teams by the due dates each season.
6. Ensure all team members and parents are aware of their responsibilities, playing times, rules etc.
7. Ensure all home match scores are submitted each week by the due time.
8. Provide an annual junior competition report each year for the AGM summarising:
  - The number of teams entered in each season.
  - The numbers of participants playing in in each season.
  - Team results (especially premierships and finalists).
  - Individual results worthy of note.
  - Any other items you would like to mention.





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## CLUB-COACH AGREEMENT

### **Background**

1. Club has an interest in the Premises as a result of entering into the Head Agreement.
2. Coach runs a professional tennis coaching business.
3. Coach is seeking to use the Courts at the Premises for the Permitted Use.
4. This agreement sets out the terms and conditions on which the Club agrees the Coach may use the Courts at the Premises.

### **Term**

5. The term commences on the Commencement Date set out in the Contract Details and continues until the Expiry Date set out in the Contract Details (**Term**), unless terminated earlier in accordance with this Agreement.
6. This Agreement is subject to the Option/s (if any, specified in the Contract Details) and the conditions of exercising the Option/s (if any, specified in the Contract Details). If the parties exercise an Option in accordance with the Contract Details, the Term will be extended in accordance with the Option exercised.

### **Use**

7. Club grants to Coach a non-exclusive right to use the Courts and, if applicable, the Premises for the Permitted Use.

### **Fee**

8. Coach will pay the fee set out in the Contract Details to Club in the manner and at the times set out in the Contract Details.
9. Coach agrees to pay any additional amounts set out in the Contract Details.

### **Club and Coach Responsibilities**

10. Coach agrees to:
  - (a) run the programs and coaching services allocated to Coach in Schedule 1;
  - (b) undertake the administrative tasks allocated to Coach in Schedule 2;
  - (c) perform the maintenance obligations allocated to Coach in Schedule 3;
  - (d) run the competitions and tournaments allocated to Coach in Schedule 4,(collectively, **Coach's Responsibilities**)
11. Club agrees to:
  - (a) run the programs and coaching services allocated to Club in Schedule 1;
  - (b) undertake the administrative tasks allocated to Club in Schedule 2;
  - (c) perform the maintenance obligations allocated to Club in Schedule 3;
  - (d) run the competitions and tournaments allocated to Club in Schedule 4,(collectively, **Club's Responsibilities**)



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12. Coach must (and must ensure that any person undertaking the Coach's Responsibilities):
- act with due care, skill and diligence and to the best of his/her knowledge and expertise;
  - have appropriate qualifications to perform the Coach's Responsibilities;
  - meet any requirements set out in the Schedules, and any reasonable directions given by the Club from time to time;
  - comply with all applicable policies and by-laws of the Club;
  - comply with all applicable laws (including but not limited to occupational health and safety, working with children, liquor licensing), licences, permits and authorisations; and
  - comply with all Tennis Australia National Policies and By-Laws, including the Member Protection Policy & Anti-Doping Policy as amended from time to time and available at:  
<http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.
13. Coach must (and must ensure that any person undertaking the Coach's Responsibilities who may come into contact with children):
- hold a valid Working With Children Check or relevant Jurisdiction equivalent; and
  - satisfy any other background checks (including a current National Police Records Check to the satisfaction of the Club);  
(collectively, **Coach Background Requirements**).
- Coach agrees to provide the Club with evidence of the Coach Background Requirements for all of its employees and/or contractors on request from the Club.
14. Club must (and must ensure that any person undertaking the Club's Responsibilities):
- act with due care, skill and diligence and to the best of his/her knowledge and expertise;
  - have appropriate qualifications to perform the Club's Responsibilities;
  - meet any requirements set out in the Schedules from time to time;
  - comply with all applicable policies and by-laws of the Club;
  - comply with all applicable laws (including but not limited to occupational health and safety, working with children, liquor licensing), licences, permits and authorisations; and
  - comply with all Tennis Australia National Policies and By-Laws, including the Member Protection Policy & Anti-Doping Policy as amended from time to time and available at:  
<http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.
15. Club must ensure that any person undertaking the Club's Responsibilities who may come into contact with children):
- hold a valid Working With Children Check or relevant Jurisdiction equivalent; and
  - satisfy any other background checks required (including a current National Police Records Check)



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(collectively **Club Background Requirements**).

16. Each party will provide the other with the information and assistance as is reasonably required to enable the other party to perform their obligations under this Agreement.

### **Registration and affiliation**

17. Club agrees to maintain affiliation with the member association in the Jurisdiction throughout the Term of this agreement.
18. Coach agrees to register and maintain accreditation with Tennis Australia throughout the Term of this Agreement, and ensure any tennis coach it employs is registered and maintains accreditation with Tennis Australia throughout the Term of this Agreement.

### **Coach's benefits**

19. Club agrees to provide Coach with the Benefits set out in the Contract Details.

### **Relationship between the parties**

20. It is agreed that Coach enters into this Agreement as an independent contractor of the Club.
21. Nothing contained in this Agreement nor anything done by the Club and Coach, shall be construed as creating an employment, joint venture, partnership or agency relationship between the Club and Coach.
22. This agreement does not give Coach any property interest in the Premises or any part of it. The rights of the Coach are in contract only. This agreement does not operate as a lease or any other tenancy agreement.

### **Head Agreement**

23. Coach acknowledges that this agreement is subject to the Head Agreement.
24. Coach will not do, or omit to do, or permit to be done by the Coach's agents or employees, any act during the Term which would cause the Club to be in breach of the Head Agreement or cause the Club to become liable to pay any additional moneys under the Head Agreement.

### **Intellectual Property**

25. Each party must not use any of the other party's logos or trademarks without the other party's prior written approval.

### **Confidentiality**

26. The parties agree that they will not, either during the Term of this Agreement, or after its termination or expiry, disclose to any person any confidential, proprietary or sensitive information of the other party which is obtained during the Term of this Agreement unless authorised to do so by the other party.



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27. The parties must take reasonable steps to ensure that they, their employees, advisers and agents do not use or disclose any part of this Agreement (with the exception being that the Coach is coaching at the Club), any information in respect of this Agreement or any confidential information of the other party (including the terms of this Agreement) except to the extent that:
- it is required to do so by law;
  - the other party has consented in writing to such disclosure or use; or
  - a party's disclosure is to that party's professional advisers.

### **Privacy**

28. Both parties agree, in respect of any personal information they obtain access to in the course of this Agreement, to comply with the *Privacy Act 1988*, any other applicable legislation regarding privacy and the tennis privacy policy. A copy of the tennis privacy policy can be found at:
29. <http://www.tennis.com.au/privacy>. Both parties agree not to use any personal information they obtain in connection with this Agreement for any purpose other than performing their responsibilities and obligations under this Agreement.

### **Other contracts**

30. The Club acknowledges that the Coach may enter into other contracts and professional arrangements. The Coach agrees to disclose to the Club the nature of any other arrangements or contracts (but not the financial details of such arrangements or contracts) that the Coach has entered which may impact on the performance of the Coach's Responsibilities.

### **Insurance**

31. The Coach acknowledges that the Club's worker's compensation insurance policy does not cover the Coach, and, where applicable, it is the Coach's responsibility to take out worker's compensation insurance in relation to the Coach's Responsibilities.
32. The Coach must maintain adequate policies of insurance as set out in the Contract Details during the Term of this Agreement. On request from the Club, Coach must provide the Club with certificates of insurance evidencing this cover.

### **Disputes**

33. If any dispute or difference arises between the Club and the Coach in respect of this Agreement (other than any issue arising under any Tennis Australia National Policy or By-Law), the parties will meet in good faith to try and resolve the dispute.
34. If the parties are unable to resolve the dispute, the parties will submit the dispute to a mediator. Both parties agree to attend a mediation with the mediator as soon as practicable and to bear the costs of mediation equally.



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### **Termination**

35. The Coach acknowledges that this Agreement will automatically terminate if the Head Agreement is terminated or ends for any reason. If the Coach continues to use the Licensed Area following termination of the Head Agreement, this Agreement may be terminated at any time on one months' notice.
36. If either party fails to comply with any of their responsibilities under this Agreement within 21 days after written notification of the non-compliance by the non-defaulting party, the non-defaulting party may terminate this Agreement by written notice to the defaulting party. If either party breaches a term of this Agreement that is incapable of remedy, the non-defaulting party may terminate this Agreement immediately by written notice to the defaulting party.
37. If any one of the following events occurs in respect of one party, then the other party may terminate this Agreement immediately by written notice to the defaulting party:
- (a) a charge or conviction for a serious criminal offence;
  - (b) theft, fraud, assault, or refusing to carry out a lawful and reasonable instruction consistent with this Agreement; or
  - (c) a determination by Tennis Australia or a tennis disciplinary tribunal:
    - i. to suspend the Coach from tennis coaching for a breach of a Tennis Australia national policy or by-law;
    - ii. to disaffiliate the Club for a breach of a Tennis Australia national policy or by-law; or
    - iii. that the Club or Coach (whichever is applicable) has breached a Tennis Australia national policy or by-law.
- If an allegation or investigation is on foot against one of the parties relating to a breach of clause 36(c), the other party may suspend this agreement pending the outcome of any investigation and/or disciplinary tribunal hearing into that allegation.
38. On the expiry or termination of this Agreement:
- (a) the Coach must return any keys, access cards and equipment belonging to Club;
  - (b) each party must return all documentation and property belonging to the other party; and
  - (c) Coach must make good any damage caused to the Premises and return the Premises to the Club in good working order and condition.

### **Assignment**

39. Coach must not assign or transfer any right or liability under this Agreement without the prior written consent of Club which must not be unreasonably withheld.



## Oakleigh Tennis Club – Victorian Tennis Academy **CLUB-COACH AGREEMENT**

### **General**

40. This Agreement may be varied only by agreement in writing between the parties.
  
41. This Agreement, including the Schedules, replaces all previous written or oral agreements or understandings, if any, reached between the Coach and the Club in relation to the Coach's Responsibilities.
  
42. This Agreement shall be governed by and construed in accordance with the law in force in the Jurisdiction and the parties submit to the exclusive jurisdiction of the courts in the Jurisdiction.
  
43. The clauses entitled 'relationship between the parties', 'confidentiality', 'privacy' and 'insurance' will survive the expiry or early termination of this Agreement.