# SERVICE LEVEL AGREEMENT - SLA

# 1. INTRODUCTION

- 1.1 Gala Academy (GA) "the Academy" and "The Coach, The Trainer and or Helper" are to work together to promote and deliver badminton coaching at the nominated facility to provide effective pathways through which participants can excel in badminton.
- 1.2 This SLA is effective from the first day the coach, trainer or helper commences their services with Gala Academy and continues until termination of the service by either party or a break in service outside of mutual agreement with Gala Academy.
- 1.3 It is the intention of both parties that this will be the beginning of a long-term relationship and commitment. This Service Level Agreement provides a framework for the relationship.
- 1.4 The SLA will be reviewed every two years or sooner where regulations or the law or Gala Academy's operating model changes.

# 2. GALA ACADEMY AND THE COACH, THE TRAINER & HELPERS

- 2.1 Gala Academy will require a coach or a trainer to teach badminton, supported by a helper where appropriate and in accordance with a curriculum developed by the academy. The coach or the trainer will undertake duties that will include the teaching of badminton at the nominated facility and have regard for the facility and its equipment.
- 2.2 The coach or trainer will provide an assessment of each of their students as part this SLA at the end of each term.

#### Safeguarding

- 2.3 The Academy will ensure that robust procedures are in place to ensure the safety of children participating in activities. All adults working with children as part of these programmes will have appropriate training and safeguarding checks.
- 2.4 Coaches, trainers, and helpers will hold appropriate experience for the services delivered.
- 2.5 The coach, the trainer and the helper will ensure that they maintain their accreditation and DBS (Disclosure and Barring Service) credential at all times during the coaching periods.
- 2.6 All coaches, trainers and helpers will be subject to assessments by the Gala Academy before being appointed.
- 2.7 Specific sessions identified for coaching during the period of this SLA shall be provided to the coach at the start of each term.

## **Termination**

- 2.8 Gala Academy can terminate the agreement in the event of a breech at their discretion.
- 2.9 Once a coach or a trainer is engaged to deliver a service for a given term, they are obliged to finish the delivery of the services and can only terminate this agreement after the service has been concluded for the given term.
- 2.10 Either party can terminate this Agreement with appropriate minimum 2 weeks' notice.

## **3. FEES & FACILITIES**

- 3.1 Gala Academy will pay the coaches to coach the students enrolled by GA. Fees are effective from January 1<sup>st</sup>, 2023, will be:
  - i. coach and trainers will be paid £30.00 per hour coached
  - ii. helpers, where supporting the coaches or the trainer will be paid  $\pounds 10.00$  per hour helped.
- 3.2 The fees are gross and each individual who gets paid is responsible for their own taxes and fiscal affairs. The fees are to support the coaches, trainers and helpers and do not constitute a contract of employment. These fees will be subject to review by Gala Academy on 24 months basis or where there is a material change in regulations or law or Gala Academy's operating model.

3.3 After the first term of service by the coach or trainer, and following a review, Gala Academy may introduce at its discretion an incentivisation program. This will be forwarded to the coach or trainer under separate cover following the review.

# Use of facilities

Access

3.4 Information about access to the facility shall be provided under separate cover. Sports hall access will be granted to the coach, the trainer or helper fifteen minutes pre and post the agreed times to allow for nets/posts to be set up.

## Cleaning

3.5 The coach or trainer is responsible to keep the sports hall tidy from litter/rubbish, and correctly store the nets/posts neatly in the storeroom after sessions take place.

#### Reporting damages

3.6 Any damages seen or caused during the coaching session will be notified to The Academy within 48 hours supported by email and photographic evidence.

## 4. MANAGEMENT OF THE SLA

- 4.1 Gala Academy is required to ensure that its reputation is not damaged or affected by the behaviour of The Coach, The Trainer, and Helpers. Gala Academy will conduct monitoring visits as deemed appropriate.
- 4.2 To ensure the success of the learning and to enhance the good working relationship with the coach or the trainer, the Academy will meet on a 12-week basis to ensure the delivery of the agreed curriculum is in accordance with the Academy's requirements.

#### 5. NON-SOLICITATION

5.1 During the restricted period, the Coach, the trainer, and helper agrees not to solicit, directly or indirectly, on his own behalf or on behalf of any other person(s), any student of the Academy to whom the Academy is providing or had provided badminton coaching, courses or one to one learning at any time during this agreement. As of the date of the Coach's or Trainer's or Helper's termination, the Coach, or the Trainer or the Helper is actively soliciting, for the purpose of marketing or providing any service competitive with any service then offered by the Academy shall constitute breach of this clause. Restricted period shall mean as the duration of the contract to termination plus a period of 3 years thereon.

#### 6. INSURANCE

6.1 Gala Academy will have appropriate levels of insurance in place at all times and in line with Badminton England requirements.

## 7. SIGNATURES

Head of Coaches and Training: Parool Darbar On behalf of GALA ACADEMY

.....

Dated.....

## [COACH NAME]

.....

Dated.....