



SQUAD LEVEL COACHING AGREEMENT

Name

&

Timaru District Council

CAROLINE BAY TRUST AORAKI CENTRE

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SQUAD LEVEL COACHING AGREEMENT

CAROLINE BAY TRUST AORAKI CENTRE (CBay)

1 PARTIES

This Agreement is made between the external coach
(herein referred to as the 'Contractor' and Caroline Bay Trust Aoraki Centre,
Timaru District Council (herein referred to as CBay)

2 PURPOSE

The purpose of this Agreement is to define the services that the Contractor is to provide at CBay and the support that will be provided to the Contractor by CBay.

This Agreement recognises the relationship between the Contractor and CBay and mutual responsibility of both parties to provide Squad Level Coaching services appropriate to the needs of the community. This will include recognition of the organisational core values.

3 OBJECTIVES

- a. To encourage shared partnering to deliver customer focused and quality service as per the organisational values (COSI).
- b. To provide a clear understanding of services to be provided and the costs associated with those services.
- c. To provide a clear understanding of the responsibilities of both parties.
- d. To reach an agreed level of service delivery and understanding of each party's needs and constraints.
- e. To commit to acting in a competent, ethical, culturally responsive and professional manner.

4 TERM

This Agreement will commence on for a term.

The Agreement will terminate on the expiry of the term.

5 COMMUNICATION

The Contractor and the Recreation Facilities Manager will meet formally on a basis to monitor performance as set out in this Agreement.

Both parties to agree on date and time.

6 SQUAD LEVEL COACHING

This Agreement allows the Contractor the right to coach swimmers at Squad Level Coaching, within the agreed parameters. This is coaching swimmers who have reached the ability to do freestyle and backstroke continuously, comfortably and competently between 150m to 200m. If concerns are raised about the swimmer’s ability to do the above, CBay have the right to conduct testing on said swimmer to show competency.

7 FEES AND CHARGES

Charges for exclusive use of lanes at CBay during the times specified in Clause 13 have been calculated at \$..... (excluding GST) for the month duration of this agreement. If the Contractor has overbooked (does not require the amount of lanes or times initially agreed upon) then a cancellation fee of up to 25% of the lost hireage revenue may be charged where less than 6 weeks notice has been given.

Invoices will be sent at the end of each quarter.

- 30 June \$
- 30 September \$
- 31 December \$
- 31 March \$

8 WATER SPACE

The hire of lanes does not include use of other pools or water space. Squad members wishing to use these areas must pay an additional admission fee.

9 DISPUTES RESOLUTION

If the parties to this Agreement are unable to resolve a dispute within seven days, the dispute will be referred to the Group Manager Community Services. Final resolution is with the Chief Executive Officer. It is the intention that any practical difficulties encountered by the parties be resolved in a cooperative, realistic and practical manner. Preference is for these matters to be dealt with at an operational level as they arise. Disputes will be treated in a confidential manner.

10 VARIATIONS TO THIS AGREEMENT

Any variation to this Agreement shall be in writing and signed by the Contractor and the Recreation Facilities Manager.

An extra lane at the time may only be approved by Senior Lifeguard, Aquatic Operations Team Leader or Recreation Facilities Manager. The Contractor must complete a lane booking form at reception prior to leaving CBay on the day.

11 RENEWAL OF AGREEMENT

The parties undertake that, not later than six (6) weeks before the expiry of this Agreement, they will discuss the renewal of the Agreement. Arrangements may change subject to the Timaru District Council's Annual Plan process.

The Contractor will give notice of no less than six (6) weeks if they wish to terminate this Agreement.

12 CONDITIONS

The parties agree to the delivery of the services, responsibilities and allocation of charges as set out in this Agreement.

Timaru District Council has exclusive rights to all Learn 2 Swim programmes at CBay.

13 SERVICES PROVIDED: STANDARD RESPONSIBILITIES

SERVICE	RESPONSIBILITIES	
	Contractor	Caroline Bay Trust Aoraki Centre (CBay)
1 Hours and Availability	Ensure that agreed times and lanes required as defined in this Agreement are adhered to.	CBay will provide lanes for exclusive use at CBay during the hours of to, to during school term. During school holidays hours will be to, to Additional hours are required to be negotiated and mutually agreed by both parties and will depend on prior bookings and availability of space.
2 Contact Registers	The Contractor will provide a list of staff and their contact details and emergency contact details.	CBay will provide a list of key staff and contact details. In the instance of an unexpected pool closure, e.g. faecal, CBay will contact the Contractor at earliest convenience.
3 Customer Service Standards	The Contractor is to respond to customer enquiries within two working days. The Contractor is to be courteous and friendly to all customers they interact with at CBay.	CBay will respond to service requests from the Contractor within two working days.
4 Technical Expertise	The Contractor will be a suitably qualified coach delivering a high standard of coaching services at CBay and provide Squad Level Coaching, which is coaching swimmers who have reached the ability to do freestyle and backstroke continuously, comfortably and competently between 150 to 200m.	CBay will provide the expertise to ensure high standard of water quality and management of the Aquatic Centre.

SERVICE	RESPONSIBILITIES	
	Contractor	Caroline Bay Trust Aoraki Centre (CBay)
5 Items Covered (Core Services & Equipment)	The Contractor will provide all resources required to effectively fulfil its responsibilities within this Agreement. The Contractor will provide own storage lockers.	CBay will provide lanes for the exclusive use of during the times specified in 13.1 above. CBay will also provide two 'second clocks' indoors, one 'second clock' outdoors and storage space for equipment.
6 Induction Training	The Contractor and staff will undergo Induction Training at CBay for Health and Safety prior to starting, and then on an annual basis.	CBay will provide Induction Training for the Contractor for Health and Safety and to ensure they are knowledgeable about the Aquatic Centre.
7 Health and Safety	The Contractor will comply with the Health and Safety at Work Act 2015 as well as CBay Health and Safety protocols, at all times.	CBay will comply with the Health and Safety at Work Act 2015 and CBay Health and Safety protocols, at all times.
8 Business Protection	The Contractor will wear a uniform for easy identification whilst coaching is taking place.	CBay reserves the right to book out pools for one or more events such as swimming carnivals, training camps and holiday programmes, and will keep the Contractor informed of such bookings that may impinge on the Contractor's lane hire with at least six (6) weeks notice.
9 Pool Entry	The Contractor must supply an up to date Squad Register that squad members must sign in with. If a squad member's name is not on the register, normal admission fees will apply.	CBay will check squad member entry against the Squad Register.

14 COACHING SCHEDULE

Dates	Duration of Training e.g. 1 hour	Indoor Pool 25m Outdoor Pool 50m	Lanes

15 FEES AND CHARGES CALCULATION (Subject to Review as at 1 July)

3 Tiered framework for setting user fees and charges:

Tier 1: Non Commercial User Groups (not for profit); i.e. Community Services Groups, Schools, Swim Clubs, Aquatic Based Sports

Tier 2: Non Commercial Groups (not for profit); i.e. Sporting and Social

Tier 3: Commercial Operator (for profit)

Tier	25m Indoor Per lane per hour	50m Outdoor Per lane per hour
Tier 1	\$18.50	\$16.25
Tier 2	\$28.00	\$24.50
Tier 3	\$37.00	\$32.50

Signed on behalf of (The Contractor)

Signature: _____ Date: _____

Signed on behalf of **Timaru District Council**

Signature: _____ Date: _____
Recreation Facilities Manager