

## **LSESU Coach/ Instructor Service Level Agreement**

#### Personal details

Full Name of Instructor/ Coach	
Address of Instructor/ Coach	
Area of work (club coach/instructor, recreational instructor/coach)	
Name of Club/ Society (if applicable)	

#### Schedule

This Service Level Agreement is made on [INSERT DATE] between London School of Economics Students' Union INSERT STUDENT GROUP NAME and [INSERT INSTRUCTOR/ COACH NAME] between the dates [INSERT DATE] and [INSERT DATE] (end date must be before 31<sup>st</sup> July 2025).

A fee at the rate of INSERT HOURLY WAGE per hour.

The coach/ instructor will work for INSERT NUMBER OF HOURS on INSERT DAYS OF THE WEEK.

All dates must be term time only.

# Responsibilities of coach/instructor

Qualifications, Training and Documentation

- Provide services under the terms of this agreement.
- Hold the necessary and relevant training and qualifications and provide evidence as such.
- Hold a valid Disclosure and Barring Service (DBS-obtained in the past two years)- can be purchased via Gov.UK website.
- Hold a valid First Aid qualification.
- Obtain your own public liability insurance and provide evidence of this (The Union are not responsible for any actions or incidents that occur as a result of the coach's actions).
- Only provide services that you are qualified to do so.
- Follow National Governing Body guidance in relation to the activity.

#### Behaviour

- Coaches/ Instructors must abide by <u>LSESU's code of conduct</u>. Signing this agreement confirms that the coach/ instructor has read and agrees with LSESU's code of conduct.
- Provide a high level of coaching/ instructing to the student group, reviewing sessions and delivery to improve.
- Create a welcoming and inclusive sporting environment.
- Conducting work under the guidance of the club committee (if club/society coach).



- Do not hold or pursue any personal relationships with students.
- If there is an existing relationship with a student/ member of the club/society, LSESU must be notified of this before the coach signs this contract.
- Only contact students in a professional context and ensure means of communication are professional.
- Communication must only go through committee members.

#### Health and Safety

- Ensure a safe sporting environment, following the relevant risk assessment.
- Be the designated First Aider for the session.
- Accident reporting- Report any Near Misses, Accidents or Incidents to the <u>Incident/Near Miss Report Form</u> within 24 hours where possible.
- Follow LSESU's Emergency Procedures in the event of a serious incident.
- The Coach/ Instructor is responsible for any misuse of LSESU's equipment as a result of their actions/instructions and damaged equipment is recoverable from the coach/ instructor.

## Safeguarding

• If you have any safeguarding concerns, please email Alex Newton <u>a.newton@lse.ac.uk</u> (Sport and Recreation Manager) or Warren Bingham-Roberts <u>w.bingham-roberts@lse.ac.uk</u> (Societies Manager).

#### Under 18s

- No under 18s can take part in club or society activity without following LSESU's procedure and being given written approval from LSESU.
- A specific risk assessment must be completed before Under 18s are permitted to join activity. This risk assessment will be shared, and agreed, with the committee and coach.
- No under 18s can purchase membership directly from the website. Committees are responsible for checking all students have memberships. If there are under 18s at your sessions without having approval from the SU, coaches must email the SU ASAP and not allow them to take part.

#### **Payment**

- Coaches/ Instructors must submit a completed invoice no later than 60 days after the event.
- Coaches/ Instructors are responsible for completing an invoice and sending this to their club/society treasurer or LSESU contact.

#### All invoices must:

- Be correctly addressed to LSE Students' Union, Saw Swee Hock Student Centre, 1 Sheffield Street, London, WC2A 2AP
- Include the suppliers details (name, address, e-mail)
- Have an invoice date
- Have an invoice number
- Include a VAT number (if applicable)
- Include details and dates of services
- Have a correct total on invoice





- Include the suppliers bank account details
- The invoice must be sent to the club treasurer (for club coaches) or directly to your SU contact (for instructors). Club treasurers will send the invoice to the SU for approval before being processed.
- The SU Finance Team make weekly payment runs.
- All approved invoices and expense reimbursements that we (SU) receive by 12pm Monday will be processed during that week's payment run, to reach the payee's account by the following Monday.
- Anything received after 12pm on a Monday, will be processed in the following week's payment run.
- Coaches must hold qualifications to be paid.
- This agreement must be signed and all documents received for the coach to be paid.
- Coaches will only be paid for the specific number of hours they have worked.
- Any additional hours (outside of this agreement) must be agreed with the SU to ensure payment.

#### **Data Protection**

- Instructor/ Coach is required to obtain, process and/or use information in accordance with the Unions Data Protection guidelines for external contractors outlined below.
- **Data Processing and Protection Obligations**
- Compliance with UK GDPR: You must comply with the UK GDPR and other relevant data protection laws when processing personal data.
- Lawful Basis for Processing: The lawful basis under which personal data will be processed is with the data subjects consent and legitimate interest.
- Data Subject Rights: data subjects have rights (such as access, rectification, and deletion) and as the contractor you must facilitate these rights.
- **Data Security Measures**
- Security of Processing: the contractor must implement appropriate technical and organisational measures to protect personal data (e.g., encryption, pseudonymisation, firewalls, etc.).
- Confidentiality and Integrity- staff handling personal data are subject to confidentiality obligations and have received training on data protection.
- Security Breaches: You are required to promptly report any data breaches (within 72 hours) involving personal data and cooperating with any investigation or remedial action.
- **Sub-processors**
- Authorisation of Sub-processors: If the contractor uses sub-processors, require prior written authorization from your organization before they engage any other processor to handle personal data.
- Liability for Sub-processors: Ensure the contractor is responsible for the actions of any sub-processors and must ensure they comply with GDPR obligations.
- **Data Transfers**





- Data Transfers to Third Countries: You are prohibited from transferring personal data outside the UK unless appropriate safeguards (e.g., adequacy decisions, standard contractual clauses) are in place in accordance with UK GDPR requirements.
- Cross-border Data Transfer Agreements: If data is transferred outside the UK, outline the necessary contractual provisions, such as the use of Standard Contractual Clauses (SCCs).
- Data Retention and Deletion.
- Data Retention Policy: the contractor can only retain personal data only for the duration specified in the contract and in line with LSESU's data retention policy.
- Data Deletion: upon termination of the contract, the contractor must securely delete or return all personal data, unless legal obligations require further retention.
- Data Protection Impact Assessments (DPIAs)
- the contractor must in conducting Data Protection Impact Assessments if their processing activities are likely to result in high risks to the rights and freedoms of individuals.
- Liability
- Liability for GDPR Breaches: the contractor will be liable for non-compliance with GDPR and other data protection obligations.
- Data Breach Response
- Data Breach Notification: contractors must notify your organisation immediately (within 24-72 hours) if they become aware of any data breaches. They should also provide assistance in managing and mitigating the impact of the breach, including notifications to affected individuals and the Information Commissioner's Office (ICO) if necessary.
- **Training and Awareness**
- GDPR Training: Ensure contractors' staff receive regular and relevant GDPR training, especially if they are handling personal data.
- Ongoing Education: Contractors should be responsible for staying updated on changes to data protection laws and applying them.

## Termination

Contract Termination for Breach: your contract will be terminated if the contractor repeatedly fails to comply with UK GDPR or commits a significant breach.

#### Terms of agreement

- LSESU and the coach/ instructor recognise that the contractor is an independent self-employed contractor therefore the coach/ instructor is not entitled to sick pay or annual leave.
- Sub-contracting this agreement is not permitted.
- This agreement can be terminated at any point, in writing, by LSESU or the coach/instructor due to, but not limited to, a breach of this agreement and/or LSESU's code of conduct, session attendance, committee choice.



# **Declaration**

# Instructor/ Coach

I confirm that the information on this form is correct, agree to the terms and condition of this SLA.

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# LSESU staff member

This contract is only approved once signed by a member of staff from LSESU.

Name	
Signature	