



Archery Victoria			
Title:	Forms		
Subject:	Service Agreement Template		
Author:	Chief Executive Officer - Trevor Filmer		
Date:	12-Jan-11	Replaces:	New
Number:	0629	Pages:	12

## 0629. Service Agreement Template

Agreement

Between

Service Provider  
ABN: 123 456 789

And

Archery Club Inc  
Association Number: A987 654 321

Agreement for Service Provision

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## **0629. Service Agreement Template**

Agreement for provision of services

This AGREEMENT is made BETWEEN: The Service Provider and The Archery Club Inc.

### **1. Contacts**

- 1.1. Service Provider Principal Contact is XXX.
- 1.2. Archery Club Inc Principal Contact is Archery Club Inc Public Officer or their delegate.  
(current incumbent is XXX).

### **2. Services**

- 2.1. During the term of this Agreement Service Provider will provide Services to Archery Club Inc.
- 2.2. Archery Club Inc will provide Service Provider with such information and cooperation as Service Provider reasonably requires to perform the Services.
- 2.3. The services to be provided by Service Provider to Archery Club Inc are outlined in this Agreement. Any additional services provided by Service Provider will be negotiated on a case-by-case basis with the Archery Club Inc Committee of Management (the Committee) and will be the subject of a separate Agreement.

### **3. Payment**

- 3.1. The payment schedule for provision of these services is incorporated in this Agreement.
- 3.2. Settlement of all funds will be undertaken by Service Provider and acquitted to Archery Club Inc (Treasurer) by the 10th working day of each month from the 2nd month of operation of this Agreement. Funds are to be settled by cheque made payable to Archery Club Inc. Any changes to this payment arrangement are to be agreed by Service Provider and Archery Club Inc Committee.
- 3.3. Service Provider will be responsible for payment and acquittal of all GST and other taxes as may become applicable during the life of this Agreement.

#### **4. Service Provider's Obligations**

Service Provider will:

4.1. Provide the Services:

- 4.1.1. With due skill and care and to the minimum Archery Victoria/Archery Australia compliance standards as applicable to each activity;
- 4.1.2. In accordance with all reasonable directions given by Archery Club Inc.
- 4.1.3. In compliance with all applicable laws and regulations; and
- 4.1.4. Source coaches with the required skill and experience necessary to fulfil the requirements of Archery Club Inc.

4.2. Report to the Archery Club Inc Committee as outlined in this Agreement.

#### **5. Conflict Of Interest**

- 5.1. It is noted that, as at the date of entering this agreement, XXX, YYY and ZZZ have a pecuniary interest in Service Provider and are also Committee members of Archery Club Inc. XXX, YYY and ZZZ will be excluded from voting on any issues discussed by the Archery Club Inc Committee in relation to this Agreement. The Committee will have the right to exclude any Service Provider representative who is on the Committee from any discussions held by the Committee in relation to this Agreement. XXX, YYY and ZZZ undertake to work within this Agreement to the mutual benefit of both parties.
- 5.2. Should any other parties involved with both Service Provider and the Archery Club Inc Committee become involved in this Agreement the voting and exclusion provisions will similarly apply to them. Should any Service Provider representative cease to have an interest in Service Provider the exclusion provisions will cease to apply.
- 5.3. If during the term of this Agreement the pecuniary interests change or any other conflict of interest, or risk of conflict of interest arises, the relevant party shall notify the other immediately in writing detailing that conflict or risk.

#### **6. Relationship**

- 6.1. Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, or partnership between Archery Club Inc or its related organisations and Service Provider.

Service Provider Initial:		Archery Club Inc Initial:	
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## 7. Confidentiality

- 7.1. Service Provider agrees to keep confidential the following information (whether disclosed before or after this Agreement is signed):
- 7.1.1. All confidential information relating to its business disclosed by Archery Club Inc to Service Provider;
  - 7.1.2. All confidential information of any clients of Archery Club Inc disclosed by any person or of which Service Provider becomes aware of as a result of this Agreement.
- 7.2. Service Provider may use the Confidential Information solely for the purpose of providing the Services as set out in this Agreement.
- 7.3. The obligations of confidentiality under this Agreement do not extend to information that (whether before or after this Agreement is signed):
- 7.3.1. Is rightfully known to or in the possession or control of the receiving party and not subject to an obligation of confidentiality on the receiving party;
  - 7.3.2. Is public knowledge (otherwise than as a result of a breach of this Agreement); or
  - 7.3.3. Is required by law to be disclosed.

## 8. Intellectual Property Rights

- 8.1. The title to intellectual property in all training and materials used or produced by the Service Provider in and during the performance of services pursuant to this Agreement shall vest upon its creator.
- 8.2. Service Provider warrants that the rights assigned under clause 8.1 do not and will not infringe the intellectual property rights or copyright of any person, business or association.

Service Provider Initial:		Archery Club Inc Initial:	
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**9. Termination**

- 9.1. Archery Club Inc or Service Provider may terminate this Agreement by giving the other party one (1) month notice in writing unless the parties agree to a lesser period.
- 9.2. Archery Club Inc may terminate this Agreement with immediate effect by giving written notice to Service Provider if;
  - 9.2.1. Service Provider breaches any provisions of this Agreement and fails to remedy the breach within 10 working days after receiving written notice
  - 9.2.2. Service Provider commits an Act of Bankruptcy.
- 9.3. Service Provider may terminate this Agreement with immediate effect by giving written notice to Archery Club Inc if;
  - 9.3.1. Archery Club Inc breaches its obligations under this Agreement and fails to remedy the breach within 10 days after receiving written notice requiring it to do so;
  - 9.3.2. Archery Club Inc commits an Act of Bankruptcy.
- 9.4. Termination of this Agreement does not affect any accrued rights or remedies a party may have.
- 9.5. If the Service Provider terminates this Agreement, the Service Provider must pay all sums due to Archery Club Inc. within 10 working days of the date of termination.

**10. Assignment**

- 10.1. Archery Club Inc. shall not assign or otherwise transfer, or attempt to assign or otherwise transfer, any right or obligation arising out of this Agreement, without the written consent of Service Provider.
- 10.2. Service Provider shall not assign or otherwise transfer, or attempt to assign or otherwise transfer, any right or obligation arising out of this Agreement, without the written consent of Archery Club Inc.

**11. Resolution of Disputes**

- 11.1. The parties record their intention that, if any dispute or difference arises out of or in relation to this Agreement, the parties will attempt first to resolve the dispute in a spirit of good faith and on a commercially realistic basis by negotiation or mediation. Either party may refer a dispute to a third party that is mutually acceptable to both parties. Any decision of the arbitrator shall be binding on both parties.

Service Provider Initial:		Archery Club Inc Initial:	
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**12. Good Faith**

12.1. Each party shall do or cause to be done all things necessary or desirable to give effect to, and shall refrain from doing all things that could hinder performance of, this Agreement.

**13. Entire Agreement**

13.1. This document includes the entire understanding and agreement between the parties as to the subject matter of this document and incorporates all prior representations and agreements in connection with the Services, and may only be varied in writing signed by the parties.

**14. Term of the Agreement**

14.1. The term of this Agreement will commence on signing of the Agreement and continue until termination by one or other party to the Agreement. Both parties to this Agreement will review the Agreement at the end of the calendar year, either party will have the option to terminate at that point. Thereafter the Agreement will be reviewed on an annual basis.

14.2. First date of review is the 31<sup>st</sup> of December 2011.

Service Provider Initial:		Archery Club Inc Initial:	
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## 15. Service Agreement

- 15.1. The Service Provider is to conduct all coaching sessions on behalf of Archery Club Inc whether conducted at the Archery Club Range, Service Provider Indoor Range or another venue.
- 15.2. The following coaching programs shall be provided;
- 15.2.1. OzBow Come'n'Try Program – the pathway to archery excellence.
  - 15.2.2. OzBow Archery Instruction Program – the pathway to Olympic participation.
  - 15.2.3. Challenge Coaching
  - 15.2.4. Individual coaching at different levels at the prices described below.
- 15.3. The location of Archery Club Inc. is XXX Reserve, YYY Road, Suburb, VIC, 3ZZZ
- 15.4. The location of the Service Provider Indoor Range is located at YYY Avenue, Suburb, VIC 3ZZZ.
- 15.5. The relocation of either venue does not invalidate this agreement.

### OzBow Come and Try Program

- An entry level program conducted over 90 minutes per session.
- Conducted between 10.00am and 11.30am on the day of the Service Providers choosing.
- A minimum of one session a week to be conducted at the Archery Club ground or the Service Providers centre.
- Cost for each session shall be \$15 per head.
- A 10% administrative fee shall be payable to the Archery Club by the 10<sup>th</sup> of the following month.

### OzBow Archery Instruction Program

- A mid level program conducted over 90 minutes per session for a total of six (6) sessions.
- Conducted between 10.00am and 11.30am on the day of the Service Providers choosing.
- A minimum of one session a week to be conducted at the Archery Club ground or the Service Providers centre.
- Cost for each program shall be \$135 per head.
- A 10% administrative fee shall be payable to the Archery Club by the 10<sup>th</sup> of the following month.

Service Provider Initial:		Archery Club Inc Initial:	
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## 15. Service Agreement (continued)

### OzBow Qualification

- The OzBow Qualification period requires no coaching supervision however the Service Provider shall provide one (1) only mini-seminar for those doing their OzBow Qualification at no charge. Session to be held in the first weekend of each month.
- The Archery Club shall record and maintain all the scores shot during the OzBow Qualification period and shall award the Archery Victoria certificates as required.

### Challenge Coaching

- A high level program conducted over 90 minutes per session.
- Conducted between 10.00am and 11.30am on the day of the Service Providers choosing.
- A minimum of one session a week to be conducted at the Archery Club ground or the Service Providers centre.
- Cost for each session shall be \$20 per head.
- A maximum of 6 participants per session is allowed.
- Participants must be qualified at 40 metres to participate.
- No administrative fee is payable to the Archery Club.

### General

- Changes to the dates and timings of programs shall be notified by Service Provider to Archery Club Inc in writing one month prior to any changes taking effect
- Once an archer qualifies at 40 metres the requirement for the Administrative Fee lapses and any group or one-on-one coaching may be negotiated between the archer and the coach.
- Once an archer qualifies at 40 metres they may seek the services of a coach outside the employment of the Service Provider.

Service Provider Initial:		Archery Club Inc Initial:	
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## 15. Service Agreement (continued)

### Administration

- Target faces to be provided by Service Provider for all programs.
- All funds to be handled by the Service Provider.
- Participation rates and information to be provided to Archery Club Inc for statistical purposes including a copy of the shooting register.
- Service Provider to provide all instructors.
- All Service Provider instructors to have a current Working with Children check.
- Come'n'Try Program Instructor to have the minimum Archery Australia qualification (Come'n'Try Instructor)
- Archery Instruction Program Instructor to have the minimum Archery Australia qualification (Archery Instructor)
- OzBow Qualification Instructor to have the minimum Archery Australia qualification (Archery Instructor)
- Challenge Coaching Instructor to have the minimum Archery Australia qualification (Archery Coach)
- All Service Provider Instructors to have a current Working with Children Check.
- The Service Provider shall ensure that all coaching certifications and WWCC are available to the Chief Executive Officer, or any representative of Archery Victoria, on request.

Service Provider Initial:		Archery Club Inc Initial:	
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## 15. Service Agreement (continued)

### Club Equipment

Archery Club Inc agrees the following arrangements in relation to club equipment:

- Archery Club Inc equipment will be available for use by Service Provider when not required by the Archery Club Inc. Archery Club Inc will not unreasonably withhold use.
- Service Provider to maintain all Archery Club Inc equipment and bear the cost of repair.
- Service Provider and Archery Club Inc will detail a register and dilapidation report on all items of equipment at the commencement of this Agreement.
- Service Provider is to maintain an inventory of Archery Club Inc equipment under their control.
- Archery Club Inc trailer be housed securely by Service Provider who are to ensure it is available for Club activities.
- Service Provider is to maintain the Archery Club trailer in a serviceable and roadworthy condition.
- Service Provider is permitted to put Service Provider advertising on the Archery Club Inc trailer. Size and position to be determined in consultation with Archery Club Inc Committee.
- Service Provider is to provide a report to the Archery Club Inc Committee on a six monthly basis on the state of club equipment along with recommendations for disposal, replacement, upgrading or additional equipment required. Agreement on replacement of equipment is to be made between Service Provider and the Archery Club Inc Committee.
- Costs of replacement of equipment to be agreed between Archery Club Inc Committee and Service Provider on an as required basis. This will be based on Archery Club Inc obtaining three quotes.

Service Provider Initial:		Archery Club Inc Initial:	
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## Service Agreement

EXECUTED as an Agreement.

Executed for and on behalf of Service Provider by its duly Authorised Officer	
Signature of Authorised Officer:	
Name of Authorised Officer: (BLOCK LETTERS)	
Before me:	
Signature of witness:	
Name of witness: (BLOCK LETTERS)	

Executed for and on behalf of ARCHERY CLUB INC by its Public Officer	
Signature of Public Officer:	
Name of Public Officer: (BLOCK LETTERS)	
Before me:	
Signature of witness:	
Name of witness: (BLOCK LETTERS)	