Club Management Contract. Draft 1.

This agreement made on Oct 10 2023 between \*\*CASTLEBAR TENNIS CLUB\*\* located at Lannagh Road, Castlebar, County Mayo (hereinafter referred to as "the Club")

and \*\*GO TENNIS\*\*, a partnership consisting of Garrett Barry and Olwyn O Toole as the Club Management Team, hereinafter referred to as "the Club Management Team,"

WHEREAS:

A. The Club Management Team is desirous of offering their services to the Club for the 'initial' period commencing October 10th, 2023, and expiring on April 10th, 2024 (Initial period), for a retainer to which the Club Management Team has agreed.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the said agreement and for the consideration hereinafter appearing, the Club and the Club Management Team have agreed as follows:

\*\*1.\*\* (a) Subject to the provisions of this Agreement, the Club Management Team shall be retained by the Club as the Club Management Team from October 10th, 2023, until April 10th, 2024 (initial trial period), and thereafter annually by agreement between the parties.

(b) Without prejudice to the fact that this contract is a Contract for Services and for the avoidance of any doubt, this Agreement shall terminate on April 10th, 2024, and the provisions of the Unfair Dismissal Act of 1977 (as amended) shall not apply to a "dismissal" consisting only of the expiry or conclusion of the said period, or a determination as provided by this Agreement generally.

\*\*2.\*\* The Club Management Team HEREBY COVENANTS with the Club that during the continuance of this Contract for Services, they shall:

(a) Act as Club Management Team exclusively to the Club and shall oversee the management of the Club's tennis operations.

(b) In consideration of the Club granting to them the use of the Club's facilities, they shall:

(i) Oversee the operations and management of tennis facilities, including but not limited to, tennis courts, Equipment sales, and hire if applicable.

(ii) Maintain a suitable stock of tennis equipment and merchandise as is customary for a tennis club of this standard.

(iii) Maintain the clubhouse and associated facilities and all tennis facilities according to high-quality standards already in place.

(iv) Ensure proper staffing for relevant coverage in conjunction with the committee of court reservations, and member services.

(v) Not make any major alterations to the facilities without first obtaining the consent of the Club's Committee.

(c) Oversee and manage the income generated from sales in the bar, kitchen, hall and any increase in membership. The Club Management Team shall be entitled to a profit share of 40% of any increase based on a benchmark taken from the Tennis Club Financials and Memberships on the day this contract is signed. This will be paid 60 days in arrears based on management accounts generated by the club accountant. It is also agreed that the current coaching agreement shall have no bearing on this agreement and shall run independently.

(d) Comply with all reasonable directions and regulations laid down by the Club's Committee in relation to the provision of high-quality tennis services to members and visitors, including organising and managing tennis-related activities and competitions.

(e) Provide advice, lessons, and instructions in the game of tennis as requested by the members and/or visitors to the Club, on such days, during such periods, and at such times, and at such scale of charges as shall be agreed between the Club Management Team and the Club.

(f) \*\*Bar Operations:\*\* The Club Management Team shall manage all aspects related to the operation of the bar, including but not limited to stocking of beverages, staffing, obtaining and maintaining the relevant licenses, and ensuring compliance with applicable laws and regulations regarding alcohol sales and consumption.

(g) \*\*Clubhouse Management:\*\* The Club Management Team shall coordinate with various renters of the clubhouse, ensuring that the facility is opened and closed as per reservation timings, maintaining a cleaning schedule, and overseeing general management to ensure smooth operations.

(h) \*\*Grounds Maintenance:\*\* The Club Management Team shall manage and oversee all grounds maintenance work, which includes but is not limited to, the tasks performed by Paul, ensuring that all tennis courts, external spaces, and related facilities are maintained to a high standard and are safe and presentable at all times.

\*\*3.\*\* During the continuance of this Agreement, the Club shall pay the Club Management Team a gross retainer fee of £24,000/year (exclusive of value-added tax at the applicable rate) without deduction, such fee to accrue from day to day and be paid to the Club Management Team in arrears on or before the last day of each month.

\*\*4.\*\* If as a result of any merger or reconstruction of the Club or disposal of its business, the retainer of the Club Management Team hereunder is terminated, the Club shall use its best endeavours to ensure that the successor to the Club shall offer to the Club Management Team a position on terms no less favourable than hereunder, and that any such new contract shall be continuous with the contract hereunder.

\*\*5.\*\* For the avoidance of any doubt, if the Club Management Team is incapable of performing their duties and obligations pursuant to this agreement due to sickness or accident, they shall provide suitable arrangements to ensure the continuity of services to the Club, including hiring additional staff or professionals as needed.

\*\*6.\*\* Any notice in writing to be served hereunder may be given personally to the Club Management Team or may be sent by ordinary post to the Club Management Team at their address given above or at their last known address. Any such notice sent by post shall be deemed to be served 24 hours after it is posted.

\*\*7.\*\* This Agreement shall be governed by and construed under Irish Law, and each of the parties hereto submits to the jurisdiction of the courts of the United Kingdom as regards any claim or matter arising under this Agreement.

\*\*8.\*\* On the termination of the Club Management Team's retainer hereunder, howsoever occasioned, during the period of one year next following such termination, they shall not engage or be interested or concerned, either directly or indirectly, as tennis professionals in any other club in Ireland or elsewhere.

\*\*9.\*\* The Club Management Team shall strictly abide by the Rules and Regulations of the Club as they relate to the performance of their duties, and all Rules and Bye-Laws of Tennis Ireland and the Constitution of Castlebar Tennis Club as they relate to the performance of their duties.

\*\*10.\*\* All intellectual property of or in relation to the Club, including its name, motto, crest, or any other aspect of the Club's intellectual property, shall vest in the Club solely and exclusively. Any use of the Club's intellectual property by the Club Management Team shall require the Club's duly authorized consent and license.

\*\*11.\*\* The Club Management Team shall report directly to the Club Chairman, who will relay relevant information to the Club Committee.

\*\*12.\*\* The expiration or determination of this Agreement howsoever arising shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right or action already accrued to either party in respect of any breach of this Agreement.

\*\*13.\*\* This Agreement is in substitution for all previous contracts for services, express or implied, between the Club and the Club Management Team, which shall be deemed to have been terminated by mutual consent as and from the date on which the contract under this Agreement is by Clause 1 hereof agreed to commence.

\*\*14.\*\* IT IS HEREBY AGREED AND DECLARED that the "Committee" of the Club is and shall be empowered to act in all matters and things in relation to this Agreement and otherwise for and on behalf of the Club, and the Committee shall have the power to assign responsibility for the performance of any specific function under this Agreement or otherwise to an individual Member or Members of the Committee.

\*\*15.\*\* IT IS HEREBY FURTHER AGREED AND DECLARED that nothing herein contained shall be construed or have effect as constituting the relationship of employer and employee between the Club and the Club Management Team, and the Club Management Team shall be responsible for the payment of all income taxes and social welfare payments as they may be obliged to pay arising out of the retainer paid to them by the Club, together with all income or other tax and social welfare liabilities in relation to their employees.

\*\*16.\*\* IT IS HEREBY FURTHER

 AGREED AND DECLARED that the Club shall provide facilities on the Club's premises to enable the Club Management Team to provide the required services as specified in Clause 2 hereof.

\*\*17. Confidentiality\*\*

The Club Management Team agrees to maintain the confidentiality of all the Club’s confidential information, not share it with third parties, and use it exclusively for the performance of the Management Services under this Agreement, both during and after the termination of this Agreement, unless such information becomes public knowledge through no fault of the Club Management Team.

\*\*18. Dispute Resolution\*\*

In the event of a dispute arising out of or in connection with this Agreement, the parties agree to attempt to resolve any dispute amicably through negotiations or through a mutually agreed-upon mediator. If the dispute cannot be settled amicably within a reasonable time, either party may submit the dispute to binding arbitration in accordance with the laws of Ireland.

\*\*19. Force Majeure\*\*

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such a delay or failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or pandemics. The affected party will notify the other party as soon as practicable of any anticipated delay.

\*\*20. Amendments\*\*

This Agreement may only be amended or modified in writing and signed by both parties.

\*\*21. Severability\*\*

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

\*\*22. Indemnification\*\*

Each party agrees to indemnify and hold the other harmless from any claims, losses, or damages awarded by a court of competent jurisdiction resulting from the breach of this Agreement by the indemnifying party, provided that such party is given prompt notice of such claims and the right to control and participate in its defence.

\*\*23. Entire Agreement\*\*

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, between the parties concerning the subject matter.

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IN WITNESS whereof, the Club Management Team has signed their names, and the Club Chairman has authorized the execution of this Agreement on behalf of the Club Committee on the day and year first herein WRITTEN.