[*insert date*]

***Disclaimer: The following template Letter of Intent is provided as a reference only.***

*This document is provided as a guide for your club as of August 2020. Your club should also consider referencing any information, documents and laws that might be specifically required for your club and relevant to its circumstances, structure and operations and the arrangements you propose to enter into. The content of this document is general in nature and should not be relied upon as a substitute for legal advice.*

***Please note that references in [square brackets] throughout this document should be tailored for your club’s circumstances, policies, procedures and operations or (for comments) omitted as appropriate. It is likely other changes may be needed.***

*Cricket Victoria recommends using this resource with due consideration and consultation with a legal/financial advisor to finalise arrangements between the parties.*

[*insert name of other party*]

[*insert address*]

Dear [*insert name of other party*]

**Non-binding letter of intent to enter coach contract**

With much recent uncertainty surrounding community sport arising out of the COVID-19 pandemic, we here at the [*insert name of Club*] (***Club***) know it’s an extremely difficult time. I hope that things are going well for you personally.

Given the unusual circumstances we find ourselves in and the uncertainty generated by the Stage [*insert 3 or 4 as appropriate*] lockdown restrictions recently imposed, I wanted to communicate with you about the Club’s proposed arrangements going forward.

The Club would like to indicate its intention to contract you as a coach of the Club for the [*insert competition*] during the [*insert year*] season, subject always to holding a valid Working With Children Check (***WWCC***). However, pending further news of the commencement of community sport, the Club doesn’t wish to be in a position of promising what it can’t necessarily deliver.

For that reason, the Committee has determined that it’s preferable to communicate further about any contract with you once we have a clear view that the season is going ahead and that cricket will be able to be played. We also understand your circumstances and plans may change and wish to give you some flexibility to deal with any circumstances that may arise for you prior to the start of the season.

***[Only include this paragraph (\*and Schedule) if Club considers necessary in the circumstances.]*** However, to give you some greater clarity in these uncertain times, the Club hopes to propose the arrangements recorded in the attached Schedule, assuming a full season of play, noting a *force majeure* clause would operate to suspend our respective obligations (including your right to a fee) for such time as the relevant event beyond the Club’s control (for example, Government imposed restrictions or similar) operated. A shortened season would also reduce any fee payable. [Clearly, no amount is payable if the season doesn’t commence.] [***Club to consider if it wishes to include this last statement.***]

I’d be grateful if you’d indicate whether your intention at this stage is to coach at the Club by emailing [*insert club contact and email address*], understanding these are ***non-binding*** indications for both parties at this point. To be clear, you can’t rely on this letter of intent, as circumstances may change.

Assuming you do indicate a wish to coach, the Club expects to be back in contact with you towards [*insert proposed timing*], hopefully to proceed to enter into a written contract with you. In the meantime, please don’t hesitate to contact me on [*insert phone number*] if you have any queries.

With the Club’s thanks for your understanding. Stay well!

Yours sincerely

[*insert name*]

[*insert title*]

**SCHEDULE**

**[*\*Only include Schedule if the Club considers this necessary in all the circumstances.*]**

**NOTE: This is NOT an offer capable of acceptance and is indicative only.**

 **Do not rely on this indicative information. Circumstances may change.**

 **Any contract with the Club must be in writing and signed by both parties.**

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| --- | --- | --- |
| **Item 1** | Commencement Date | To be confirmed, for season [*2020/21*] only |
| **Item 2** | Expiration Date  | 30 April [*2021*], unless terminated earlier under the agreement |
| **Item 3** | Services - Position | [*Insert Club coaching position, including Club / grade / team (men’s / women’s) role title as appropriate*] |
| **Item 4** | Services | The coach will provide the following services to the Club: [*insert description of duties, responsibilities*]**Note:** the coach must at all times have a valid WWCC. |
| **Item 5** | Services - Report | [*Insert name, title and contact details of Committee member who the coach would report to*] |
| **Item 6** | Payment for Services - Fee | Up to $[*Insert total amount*]for a full, regular season of play (in instalments, subject to reduction if fewer match days are played in the season, including due to the operation of *force majeure* and termination clauses if the season doesn’t proceed in the usual manner and subject always to provision of a valid tax invoice). To avoid doubt, the usual number of match days in a full, regular season is [*insert here*].**Note:** a condition precedent to contracting, including any Fee payment, is that you hold a valid WWCC [*and the season does actually commence*].**[*Club to consider whether to include season commencement as a contract condition precedent (pre-requisite)*.]** |
| **Item 7** | Other Benefits for Services | The coach would also to be provided with the following benefits:* [*insert if other intended benefits (if any)*]
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