



Bookmark

Bookmark Reading Charity

School Agreement

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Bookmark Reading Charity Registered Charity No. 1177681 (England & Wales)



This Agreement is made on _____ (the **Commencement Date**)

Between

Bookmark Reading Charity (registered company number 11104438 and registered charity number 1177681) whose registered office is at Third Floor, Charles House, 5-11 Regent Street St James's, London SW1Y 4LR (**Charity**); and

(each a party and together the parties)

Whereas

- A. The Charity already runs a programme in which it recruits, vets, trains and supports Volunteers to provide one to one reading support to children in various primary schools who are at risk of not meeting the expected standard for reading.
- B. The School wishes to engage Volunteers through Programmes offered by the Charity.
- C. The Charity will make the Platforms available to the School to enable the School to manage the Programmes online and, where required, facilitate Online Reading Sessions.
- D. This Agreement sets out the terms and conditions on which the Charity makes Programmes available to the School and grants the School rights to access and use the Platforms.
- E. This Agreement is intended to be read together with the Terms of Use in respect of access to and the use of the Platforms by the School, Volunteers and the pupils participating in the Programme.

In consideration of the mutual promises set out herein, it is agreed:

1. Definitions and interpretation

In this Agreement, each capitalised term will have the meaning set out in Schedule 3 (Definitions).



2. Duration

This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with clause 16 (Termination).

3. Services

3.1 The Charity shall:

- (a) provide to the School the contact details for a dedicated point of contact and a helpline number to support the School in relation to each Programme;
- (b) make reasonable endeavours to procure Volunteers to participate in each Programme, which shall consist of:
 - (i) selecting, recruiting and interviewing each Volunteer;
 - (ii) conducting enhanced Disclosure and Barring Service (DBS) and other checks (**Checks**) on each Volunteer;
 - (iii) obtaining and verifying two (2) references for each Volunteer;
 - (iv) providing training to each Volunteer recruited on to a Programme (including an induction and training on safeguarding children); and
 - (v) providing support to Volunteers recruited on to and participating in a Programme.
- (c) implement and follow safe recruitment practices, including:
 - (i) procuring that all advertisements for the role as Volunteer and all application forms relating thereto clearly state that the role is a safeguarding role and all applicants will undergo the Checks as part of its safe recruitment practices; and
 - (ii) ensuring that no Volunteer is allowed to take up a volunteering opportunity until all Checks and enquiries required for that position have been satisfactorily completed. More information about Bookmark's safe recruitment practices is articulated in the Charity's Safer Recruitment policy.
- (d) ensure that it has in place, and all Charity staff and each Volunteer has access to, the Charity's Safeguarding Statement, Safeguarding and Child Protection Policy, Safer Recruitment Policy, Code of Conduct, Volunteer Policy, Volunteer Problem Solving Procedure, Volunteer Whistleblowing Policy, Compliments and Complaints Policy, Suitability of Ex-Offenders Policy, and Social Media Guidelines for staff and Volunteers, and



that it monitors compliance with each such policy or procedure (as each may be updated amended or replaced from time to time);

- (e) ensure that it has in place a procedure to deal with any safeguarding allegation made against Charity staff and/or any Volunteer;
- (f) use reasonable endeavours to ensure that all Charity staff and each Volunteer understands their responsibilities to safeguard and promote the welfare of each pupil participating in the Programme, and knows the name of the relevant Charity Designated Safeguarding Lead (and deputies);
- (g) notify the School of the relevant Charity Designated Safeguarding Lead (and deputies);
- (h) procure that all Charity staff and each Volunteer receives safeguarding and child protection training on induction and then at least once every two (2) years thereafter;
- (i) use reasonable endeavours to ensure that each Volunteer complies with the relevant School's site security procedures for all In-Person Reading sessions, including but not limited to, reporting to reception on arrival, providing proof of identity on each visit to the School, and providing an enhanced DBS certificate on first visit to the School;
- (j) use reasonable endeavours to ensure that Charity staff and Volunteers are aware of their responsibility to treat information they receive about the pupil participating in the Programme and their families in a discreet and confidential manner;
- (k) use reasonable endeavours to ensure that, if any Volunteer is unable to attend a Reading Session for any reason, as much notice as possible is given to the School through the Platform;
- (l) notify Charity staff and each Volunteer of their responsibility:
 - (i) to wear clothing which:
 - (A) promotes a positive and professional image and is appropriate to their role as either a staff member of the Charity or a Volunteer (as appropriate);
 - (B) is not likely to be viewed as offensive, revealing or sexually provocative;
 - (C) does not distract, cause embarrassment or give rise to misunderstanding;
 - (D) does not contain or display any political or otherwise contentious logos or slogans; and

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- (E) is not considered to be discriminatory.
- (ii) not to:
 - (A) behave in a manner which could lead a reasonable person to question their suitability to work with children or ability to act as an appropriate role model;
 - (B) make (or encourage others to make) sexual remarks to, or about, any pupil participating in the Programme;
 - (C) use inappropriate language to, or in the presence of, any pupil participating in the Programme;
 - (D) discuss their personal or sexual relationships with, or in the presence, of any pupil participating in the Programme; and/or
 - (E) make (or encourage others to make) unprofessional personal comments which scapegoat, demean or humiliate, or might be interpreted as scapegoating, demeaning or humiliating, any pupil participating in the Programme.
- (m) provide feedback and impact reporting to the School in a manner to be determined by the Charity; and
- (n) notify Charity staff and each Volunteer that they should not:
 - (i) accept any gift from a School, pupil or a parent(s) of any pupil participating in the Programme (except for token gifts with insignificant monetary value, such as a child's drawing or a thank you card) and will only give a gift to a pupil participating in the Programme as part of an agreed reward system that has been approved by the School; and/or
 - (ii) send personal communications to any pupil or parent(s) of a pupil participating in the Programme nor engage with any pupil or parent(s) of a pupil participating in the Programme on social media, pursuant to the Charity's social media guidelines for staff and Volunteers.
- (o) with respect to Online Reading Sessions:
 - i. make available the Online Reading Platform which is currently provided by Bramble Technologies Limited (company number: 09393802). The Charity reserves www.bookmarkreading.org



the right to change the Online Reading Platform provider from time to time at its absolute discretion and shall provide the School with not less than one (1) months written notice of its decision to change to a different Online Reading Platform provider;

- ii. the Charity shall provide additional training to Volunteers to include safeguarding in an online context;
- iii. each reading session will be auto-recorded for safeguarding and moderation purposes;
- iv. a member of the Charity's staff will be responsible for the retrospective moderation of a sample of Online Reading Sessions by reviewing the auto-recordings. These sessions will be moderated against a checklist of key criteria that take account of safeguarding and the quality of the Online Reading Sessions. This will enable the Charity to review Online Reading Sessions through a safeguarding lens and also provide feedback to the Volunteer to support their personal development. Volunteers will be made aware of this auto-recording and retrospective moderation, to provide both a deterrent for unsuitable behaviour and an opportunity to support each Volunteer's personal development. The Charity reserves the right to change its approach to Online Reading Session moderation and shall provide the School with not less than one (1) months written notice of its decision;
- v. the Charity shall provide digital reading materials and literacy-based games and activities; and
- vi. the Charity's nominated Online Safety Lead is Stuart Beattie

4 School's obligations

4.1 The School shall:

- (a) ensure that they have followed the correct process and obtained all approvals required in order to enter into this agreement from their governing body e.g. Multi-Academy Trusts;
- (b) obtain all necessary parental or guardian consents for a Reading Programme to take place;
- (c) at all times, adhere to its own safeguarding policies and procedures;



- (d) only use the Platforms to manage and facilitate the Reading Sessions pursuant to each Programme and for no other purpose whatsoever;
- (e) only allow the Platforms to be accessed and used by authorised personnel;
- (f) ensure authorised personnel log in to the Platform with their own unique credentials at all times;
- (g) ensure that all teachers and other authorised personnel who will be responsible for the supervision of Online Reading Sessions (e.g. teaching assistants) must be registered and hold their own, unique log in details for the Platform;
- (h) ensure that for any personnel whose authorisation to access the Platforms has been revoked by the School or who no longer require access to the Platforms are promptly removed from the Platform and their access denied;
- (i) not use the Platforms or allow the Platforms to be used contrary to any restriction stated in this Agreement, or otherwise in a way that is not expressly permitted by this Agreement;
- (j) obtain all consents, licences, permissions and/or authorisations needed for it to access and use the Platforms or the Data and upload, use and access Data on the Platforms;
- (k) ensure (i) the reliability of any of the School's personnel with access to the details of each Volunteer (including any personal data), (ii) that such access is granted on a 'need to know' basis, and (iii) that such personnel are subject to binding obligations of confidentiality with respect to those details (including any personal data contained therein);
- (l) ensure the Minimum System Requirements for each of the Charity Platforms are met;
- (m) provide or procure the availability and use of equipment meeting the Minimum Technical Specification to enable each participating pupil in the Programme to access the Online Reading Platform (where appropriate); and
- (n) ensure that information on the Platforms is up to date, complete and accurate.

4.2 The School shall ensure that the School's, and each of its User's, use of the Platforms is in accordance with:

- (a) the Terms of Use; and



- (b) all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency or other relevant body to which the Charity or the School (or its participation in a Programme) is subject to.

4.3 The School shall:

- (a) in respect of In-Person Reading Sessions, inspect the relevant Volunteer's proof of identity and enhanced DBS certificate on their first visit to the School, and provide each Volunteer with an induction to the School, including but not limited to:
 - (i) basic health and safety information, including where the toilets are and what to do if an evacuation is required;
 - (ii) the provision of welcome sheets required for new visitors to the school, where relevant;
 - (iii) the designated safe reading spaces that have been agreed between the school and Bookmark in advance of In-Person Reading Programmes commencing; and
 - (iv) an introduction to the relevant class teacher and pupil who will be participating in the In-Person Reading Programme, at the start of every new Programme.
- (b) in respect of Online Reading Sessions, inspect the relevant Volunteer's proof of identity and enhanced DBS certificate at the start of each Programme (and during any subsequent Online Reading Session, as desired);
- (c) provide suitable reading resources and materials for use in each Reading Session throughout the Programme, in respect of In-Person Reading Sessions;
- (d) provide to the Charity:
 - (i) the name and contact details of the School Administrator (and designate) to act as central point of contact; and
 - (ii) up to date copies of the School's safeguarding and child protection policy, the site security procedures, health and safety policies and procedures (including emergency evacuation procedures, first-aider contact details and how to report a health and safety concern), code of conduct policy, social media policy, dress code policy and any other relevant policies to which each Volunteer must adhere (as the same may be amended, updated or replaced from time to time), including those specifically relating to teaching and volunteering during Covid-19.



- (e) select School pupils to participate in Programmes in accordance with the selection criteria set out on the Platform and, as soon as reasonably practicable, post the requirement(s) for a Volunteer or Volunteers on to the Platform;
- (f) provide details of what the School is seeking to achieve by enrolling each pupil participating in the Programme, including (without limitation) a brief overview of the relevant pupil's reading level and literacy challenges;
- (g) in respect of In Person Reading Sessions, identify, provide and allow access to a suitable, secure and safe space for an In-Person Reading Session to take place, such as a classroom or other visible area of the School, with transparent windows in doors (if in a separate room), and/or ensuring that doors are left open and unlocked at all times during any such Reading Session;
- (h) ensure the surrounding physical environment of the pupil participating in the Programme, in respect of each Reading Session, is appropriate and suitably safe;
- (i) promptly notify the Charity Designated Safeguarding Lead of any safeguarding concerns about a pupil participating in the Programme or a Volunteer;
- (j) notify the Charity and each Volunteer at the earliest possible opportunity, and prior to the first Reading Session, of the details of the School's Designated Safeguarding Lead (DSL) and Deputy DSL, together with the process for contacting them;
- (k) provide constructive feedback to the Charity regarding the Services and each Volunteer to ensure highest levels of service can be maintained;
- (l) notify the Charity and any relevant Volunteer as soon as possible of any material change to the agreed Services, Programme or scheduling which the Charity will use its reasonable endeavours to accommodate;
- (m) provide such reasonable information as requested by the Charity to enable it to effectively measure the impact of the Services including, but not limited to, all relevant data for evaluation purposes including whether pupils are SEN, EAL, BAME, LAC, eligible for Pupil Premium; baseline and end of year reading level data for all pupils participating on the Bookmark programme; and data to support impact evaluation, such as end of term surveys;
- (n) ensure that an administrator or moderator is present for the entirety of each Online Reading Session and procure that this individual shall:



- i. where appropriate, log into the Online Reading Platform;
- ii. introduce the pupil participating in the Programme to the relevant Volunteer;
- iii. clearly set out expectations relating to behaviour and conduct during the Online Reading Session to the pupil participating in the Programme, and ensure the Volunteer is treated with respect and kindness throughout;
- iv. not leave the pupil participating in the Programme in the sole care of a Volunteer and procure that the administrator/ moderator is at all times, during the Online Reading Session, available for the pupil participating in the Programme and the Volunteer to report any concerns or inappropriate behaviour; and
- v. be responsible for the safeguarding and welfare of the pupil participating in the Programme during each Reading Session.

4.4 The Charity recognises that due to circumstances outside the School's control, changes to scheduled Reading Sessions may be required at short notice. In such circumstances the School shall provide the Charity with prompt notification prior to a scheduled Reading Session that needs to be cancelled or rescheduled.

4.5 To enable the Charity to check each Volunteer's conduct and compliance with the Charity's policies and procedures and to monitor the performance of the School's obligations under this Agreement, the School shall provide to the Charity, its authorised representatives and/or any regulatory body (including any safeguarding authority):

- (a) access to the School's premises, at such frequency as may be reasonably requested by the Charity;
- (b) reasonable access to all relevant information, data and employees; and
- (c) all reasonable assistance in carrying out the checks under this clause.

5 Child protection or safeguarding concerns

5.1 Each party agrees that if any child protection or safeguarding concerns are raised at any time, they shall be addressed promptly and in the case of:

- (a) a pupil Participating in the Programme, the School shall deal with any such concern in accordance with its then current child protection and safeguarding policy; or



(b) Charity staff or a Volunteer, the Charity shall deal with any such concern in accordance with its then current safeguarding and child protection policy.

5.2 On request, each party shall provide to the other any information pertaining to an ongoing child protection or safeguarding concern raised by that party pursuant to clause 5.1.

5.3 If either party is dissatisfied or has any misgivings or concerns with regard to how the other party is handling a child protection or safeguarding concern it has raised pursuant to clause 5.1, that party may, notwithstanding its other rights or obligations under this Agreement or by law, escalate such concerns in accordance with its own child protection and safeguarding policy and/or to an appropriate governmental or local authority or law enforcement organisation.

6 Data and other content

6.1 Subject to the School performing its obligations in accordance with the terms of this Agreement, the Charity grants to the School, for the duration of this Agreement, a limited, non-exclusive, revocable, non-assignable and non-transferable licence to access and use the Platforms and download, copy, display, view and use the Data for the purpose of managing the Programmes, provided that the School shall not, and shall procure that none of its Users:

- (a) create permanent copies of the Data, except to the extent permitted by this Agreement;
- (b) without the prior written consent of the Charity, make derivative works of, or commercially distribute or otherwise exploit or attempt to exploit the Data, or use the Platforms or any of the Data in a manner that inaccurately suggests an association between the School and the Charity or its licensors; and
- (c) otherwise use or exploit or attempt to exploit the Data in any way for any other purpose except as specifically permitted by this Agreement.

6.2 To the extent that any Intellectual Property Rights subsist in any content, data or material provided by the School to the Charity or which is uploaded by it to the Platforms, the School grants to the Charity a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence (including the right to grant sub-licences) to use, reproduce, modify, publish, edit, translate, distribute, perform and display any content, data or material that the School provides to the Charity through the Platform, including end-user content or material and any data or analytics generated from the same.



7 Fees and payment

- 7.1 In consideration of the provision of the Services, the School shall pay to the Charity the Fees in accordance with the terms of this Agreement.
- 7.2 Any Reading Sessions that are not cancelled prior to commencement will be automatically marked as complete and included in the Fee.
- 7.3 Upon entering into this Agreement and prior to the School booking a Programme through the Platform, the School shall complete a direct debit mandate form, as provided to it by the Charity, which shall be used by the Charity from then on to collect payment of the Fees.
- 7.4 The Charity shall issue the School with a valid invoice in respect of the Fees at the end of each school term. On receipt of the relevant invoice the School shall review the Fees, and notify the Charity of any disputed charges within 14 days. The Charity shall seek to resolve disputed charges as soon as reasonably practicable. Any amendments required will be reflected as an adjustment to the invoice in the following term. The Charity will collect payment of the Fees 21 days after issuing the relevant invoice, using the details provided by the School under clause 7.3. Where any payment pursuant to this Agreement is required to be made on a day which is not a Business Day, it may be made on the following Business Day.

8 Taxes and duties

All amounts due under this Agreement are exclusive of VAT, sales or other tax applicable for the time being prescribed by law.

9 Interest

- 9.1 Where sums due under this Agreement are not paid in full by the due date, the Charity may, without limiting its other rights and remedies, charge interest on such sums at 2% a year above the base rate of Barclays Bank from time to time in force.
- 9.2 Interest will apply from the due date for payment until actual payment in full, whether before or after judgment.

10 Intellectual Property Rights

- 10.1 Except as expressly stated in this clause, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.
- 10.2 All Intellectual Property Rights in and to the Platforms and any Data shall vest and remain vested in the Charity or its licensors.

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- 10.3 To the extent that the School acquires any Intellectual Property Rights in the Platforms or Data, the School shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Charity or any relevant third party nominated by the Charity. The School shall execute all such documents and do such things as the Charity may consider necessary to give effect to this clause.
- 10.4 The School acknowledges and agrees that:
- (a) the Data contains confidential and proprietary information and it shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of the Charity on or in the Data or any related materials and documentation;
 - (b) all trade marks, logos and service marks (collectively, the **Trade Marks**) which appear on the Platforms are registered and unregistered Trade Marks or are licensed for use by the Charity by third parties, and that all other Trade Marks are proprietary marks and are registered to their respective owners;
 - (c) nothing contained on the Platforms should be construed as granting, by implication or otherwise, any licence or right to use any Trade Marks displayed on the Platforms without the written permission of the Charity or such third party who owns the Trade Mark; and
 - (d) it shall not deal with any Trade Mark displayed on the Platforms, or any other content on the Platforms, contrary to the provisions of this Agreement.

11 Data protection and privacy

- 11.1 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under Schedule 2.

12 Confidential Information

- 12.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.
- 12.2 Each party undertakes to:
- (a) disclose the other party's Confidential Information only to those of its officers, employees, agents, professional advisers, contractors and Volunteers to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement;



- (b) to procure that such persons are made aware of the obligations in this clause; and
- (c) each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.

12.3 The provisions of this clause shall not apply to information which:

- (a) is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors;
- (b) is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
- (c) is independently developed by the recipient, without access to or use of such information; or
- (d) is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

12.4 The obligations under this clause shall survive the variation, expiry or termination of this Agreement.

13 Warranties

13.1 The School warrants that:

- (a) it has the right, power and authority to enter into this Agreement; and
- (b) its use of the Platforms will not infringe any rights of any third party or the Charity's rights, nor will it breach any applicable laws or regulations, including Data Protection Laws.

13.2 The Platforms are provided to the School on an 'AS IS' basis and the School acknowledges and agrees that:

- (a) the Platforms will perform in all material respects as set out in the relevant documentation, but the Charity gives no warranty nor makes any representation as to the availability or performance of the Platforms or otherwise;
- (b) the Platforms may not be free of bugs or errors and agrees that the existence of minor bugs or errors shall not constitute a breach of this Agreement;

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- (c) the Charity is not responsible for the provision, availability or performance of the Platforms nor is the Charity responsible for any Personal Data used by the Online Reading Platform and the Charity gives no warranty nor makes any representation in any respect to in relation to the Online Reading Platform;
- (d) the School remains responsible for its own hardware, content and any other data uploaded through the Platforms;
- (e) the Charity is not responsible for any liability that arises in connection with third parties unlawfully obtaining access to the School's account in order to abuse the nature and intent of the Platforms; and
- (f) the School is responsible for any and all liability that arises out of or in connection with any activity using the School's username or password for the Platforms (whether authorised or not).

13.3 The Charity does not warrant or represent that the Platforms or the Services shall be:

- (a) uninterrupted or error-free; or
- (b) compatible with third-party software or equipment, and

the School agrees that it is satisfied that the Platforms and the Services are suitable for the purpose for which School proposes to use the same.

13.4 The Charity and its licensors give no warranties and make no representations about the Platforms, any Data or about results to be obtained from using the Platforms or any Data and shall not be liable for any loss or damage arising out of any virus or other malicious code.

13.5 Any warranties given by the Charity shall be subject to the School using the Platforms in compliance with this Agreement, and the Charity shall not be liable under this clause for, or required to remedy, any problem arising from:

- (a) any modification made to any part of the Platforms by anyone other than the Charity without its express prior written consent; or
- (b) any defect or error wholly caused by any equipment or third-party software used in connection with the Platforms.

13.6 Subject to the express terms set out in this Agreement and to the maximum extent permitted by applicable law, the Charity hereby disclaims all other warranties, terms and conditions, either express, implied or statutory in relation to the Platforms, the Data and/or the Services.



14 Limits on liability

14.1 Subject to clauses 14.2 and 14.3, in no event shall the maximum aggregate liability of the Charity (whether in contract, tort (including negligence) or otherwise in respect of all claims, losses and damages arising under or in connection with this Agreement exceed a sum equivalent to the total Fees paid by the School to the Charity under this Agreement.

14.2 Subject to clause 14.3, under no circumstances shall either party be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, warranty, strict liability or any other legal theory howsoever arising):

- (a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue or any wasted expenditure (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- (b) any indirect or consequential loss or damage whatsoever,

even if that party was aware of the possibility that such loss or damage might be incurred by the other.

14.3 Notwithstanding the above, neither party excludes nor limits any liability for:

- (a) personal injury (including sickness and death) to the extent that such injury results from the negligence of a party or its employees;
- (b) fraud, fraudulent misrepresentation; or
- (c) any other liability to the extent the same cannot be excluded or limited by law.

15 Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from a Force Majeure. The party affected by such an event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If such an event continues for a continuous period of more than 3 months, either party may terminate this Agreement by written notice to the other party.



16 Termination

- 16.1 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other terminate this Agreement at any time, such termination not to take effect until each Programme entered in to hereunder has ended.
- 16.2 Either party may terminate this Agreement immediately by giving notice in writing to the other party if:
- (a) the other party commits a material breach of this Agreement and such breach:
 - (i) is not remediable; or
 - (ii) if remediable, is not remedied within 20 Business Days of receiving written notice of such breach; or
 - (b) any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- 16.3 In the event of termination of this Agreement for any reason:
- (a) all licences granted to School under this Agreement shall terminate immediately;
 - (b) except where required to do otherwise pursuant to applicable law or to comply with a legal obligation, each party shall within 14 days (at the other party's option) return or destroy all the other party's Confidential Information or Data in its possession or under its control and all copies of such information; and
 - (c) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 16.4 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

17 Notices

- 17.1 Any notice or other communication given to a party under or in connection with this Agreement (a **Notice**) shall be in writing (which for this purpose includes email, but not fax), addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case)



or such other address as that party may have specified to the other party in writing in accordance with this clause.

17.2 A Notice shall be deemed to have been received:

- (a) if delivered personally: when left at the address referred to in clause 15.1;
- (b) by first-class post: two Business Days after posting;
- (c) by airmail: seven Business Days after posting;
- (d) by hand: on delivery; and
- (e) by email: on receipt of a read return mail from the correct address or within 24 hours from delivery if no notice of delivery failure is received.

17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18 Entire agreement

18.1 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

19 Dispute Resolution

19.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to the appointed representatives of each party who shall use their reasonable endeavours to resolve it.

20 Freedom of Information

20.1 The parties acknowledge each party may be required, under the Freedom of Information Act 2000 (**FOIA**) to respond to requests for information relating to the subject matter of this Agreement.

20.2 Each party shall:



- (a) provide all necessary assistance and cooperation as reasonably requested by the other to enable it to comply with its obligations under FOIA;
- (b) transfer to the other all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- (c) provide the other with a copy of all information belonging to the other party requested in the request for information which is in its possession or control in the form required within five (5) Business Days (or such other period as the parties may reasonably agree); and
- (d) not respond directly to a request for information, unless authorised in writing to do so by the other party.

20.3 The parties acknowledge that each party may be required under the FOIA to disclose information (including Confidential Information) without consulting or obtaining the other's consent.

20.4 Each party shall take reasonable steps to notify the other of a request for Confidential Information to the extent that it is permissible and reasonably practicable for it to do so and shall consider any reasonable and timely representations made by the other regarding the application of exemptions to the requested information.

20.5 Notwithstanding any other provision in this Agreement, each party (as applicable) shall be responsible for determining in its absolute discretion whether any of its Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA.

21 Insurance

21.1 Each party has in place and will maintain adequate insurance at its own cost with a reputable insurance company to cover its potential liabilities arising under or in connection with this Agreement. Each party shall provide a copy of each insurance policy and any relevant renewal receipts to the other on request

22 General

22.1 Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership or create a relationship of principal and agent between the parties for any purpose.

22.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.



- 22.3 Neither party may assign, novate, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent or except as expressly permitted in this Agreement.
- 22.4 No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.
- 22.5 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 22.6 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.
- 22.7 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 22.8 Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.
- 22.9 Provisions which by their terms or intent are to survive termination of this Agreement will do so.

23 Governing law and jurisdiction

- 23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter is governed by and shall be construed in accordance with the laws of England and Wales. Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with this Agreement, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.



AGREED BY THE PARTIES THROUGH THEIR DULY AUTHORISED REPRESENTATIVES ON THE COMMENCEMENT DATE WRITTEN ON THE FIRST PAGE OF THIS AGREEMENT.

Signed on behalf of Bookmark:

Signature	
Print Name	
Role/Position	
Date	



Signed on behalf of

Signature	
Print Name	
Role/Position	
Date	



Bookmark

Schedule 1

Fees

Programme	Fees
6-week reading Programme	£1.00 per Chargeable Reading Session



Schedule 2

Data Protection

1 Definitions

1.1 For the purposes of this Schedule 2, the following terms shall have the following meanings:

Processing has the meaning given under the Data Protection Laws (and **Process, Processed** and **Processes** shall be construed accordingly)

Controller, Processor, Personal Data and **Data Subject** have the meanings given under the Data Protection Laws.

2 Controller and Processor

2.1 For the purposes of this Agreement, the Charity and the School are deemed to be separate Controllers, in respect of the Processing of Personal Data in connection with this Agreement.

2.2 Each party shall:

- (a) comply with Data Protection Laws and shall not by its act or omission cause the other party to breach Data Protection Laws;
- (b) (in its respective capacity as Controller) use all its reasonable endeavours to agree with the other party all matters pertaining to any requirement for instructions to be provided to a Processor who processes any Personal Data; and
- (c) generally co-operate in good faith and with all appropriate due diligence to resolve any issue or dispute arising in respect of any Personal Data, to protect the rights of Data Subjects in accordance with Data Protection Laws.

2.3 The provisions of this Schedule 2, shall survive termination or expiry of this Agreement.



Schedule 3

Definitions

1 Definitions

Agreement means this agreement, including the schedules to it.

Business Day means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open for non-automated commercial business in England.

Chargeable Reading Session means a Reading Session attended by a Volunteer or which the School does not cancel or reschedule in advance of the relevant Reading Session, and **Chargeable Reading Sessions** shall be construed accordingly.

Charity Designated Safeguarding Lead means the person appointed to take lead responsibility for child protection issues in the Charity.

Charity Platform means the booking system to which the School is granted access by the Charity in order for the School to manage Programmes.

Community Manager means the person appointed by the Charity to act as community co-ordinator for the Programme, whose role will include, but shall not be limited to, supporting and engaging our current partner schools, attracting and setting up new partner schools, and engaging and supporting our diverse network of fully vetted and trained volunteers.

Confidential Information means any and all confidential information (whether in oral, written or electronic form) given including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with that party.

Data means any content, images, photographs, illustrations, icons, texts, video, audio, written materials or other content, materials or data that has been provided to the School by the Charity or to which the School has access by virtue of the use of the Platforms or otherwise.

Data Protection Laws means all applicable laws and regulations relating to data protection, privacy and information security including (without limitation) the General Data Protection Regulation ("GDPR") meaning Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 95/46/EC) and the Data



Protection Act 2018 and any implementing, amending or replacement legislation, as applicable from time to time.

Fees means the fees set out in Schedule 1 (Fees), payable in accordance with clause 7 (Fees and Payment).

Force Majeure means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, pandemic, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions.

In-Person Reading Session means volunteer-led reading sessions that are facilitated face-to-face within the School.

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, utility models, domain names and all similar rights and, in each case, whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications (whether vested, contingent or future) and wherever existing.

Minimum System Requirements means the minimum system requirements for the Charity Platform, set out at www.bookmarkreading.org/fags as amended, updated or replaced from time to time.

Minimum Technical Specifications means the minimum technical requirements in order to be able to utilise the Online Reading Platform, set out at <https://about.bramble.io/help/best-devices-browsers.html>.

Online Reading Platform means the online platform used for Online Reading Sessions currently provided by Bramble Technologies Limited (company number: 09393802).

Online Reading Session means volunteer-led reading sessions that are facilitated via the Online Reading Platform (rather than taking place face-to-face in the school).

Platform means the:

- (a). the Charity Platform; and
- (b). the Online Reading Platform,

and Platforms shall be construed accordingly.

www.bookmarkreading.org



Programme means a Reading Programme provided by the Charity, the aim of which is to support pupils participating in the Programme with their literacy and educational development, as further detailed in the definition for **Reading Programme**, and **Programmes** shall be construed accordingly.

Reading Programme means the 6-week Programme that consists of two 30-minute Reading Sessions per week per pupil participating in the Programme. The Volunteer may attend in-person or via the Online Reading Platform.

Reading Session means a volunteer-led reading session of 30 minutes per pupil provided by the Charity (and includes any In-Person or Online Reading Sessions), the aim of which is to support the pupil participating in the Programme in respect of their literacy and educational development, and **Reading Sessions** shall be construed accordingly.

School Administrator means the person appointed by the School to act as administrator for a Programme.

School Designated Safeguarding Lead means the person appointed to take lead responsibility for child protection issues in the School.

Services means those services provided by the Charity to the School under this Agreement.

Terms of Use means:

- a) the Charity's terms and conditions relating to the use by the School of the Charity Platform; and
- b) the terms and conditions relating to the use by the School of the Online Reading Platform which are available at <https://about.bramble.io/index.html>, including the Bramble [privacy notice](#), [Bramble terms and conditions](#) and the [Bramble cookie policy](#).

These Terms of Use may be updated, amended and/or replaced from time-to-time.

User means a named user authorised to access and use the Platforms in accordance with this Agreement, and Users shall be construed accordingly.

VAT means United Kingdom value added tax and any other tax imposed in substitution for it.

Volunteer means a trained reading helper from the community who provides one to one reading support to pupils attending the School and participating in the Programme, engages in conversation, plays games and literacy-based activities with that pupil, and Volunteers shall be construed accordingly.

2 Interpretation

2.1 In this Agreement, unless the context otherwise requires:

www.bookmarkreading.org

Bookmark Reading Charity Registered Charity No. 1177681 (England & Wales)



- (a) the singular includes the plural and vice versa;
- (b) references to subclauses and clauses are to subclauses and clauses of this Agreement;
- (c) references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- (d) references to including and include(s) shall be deemed to mean respectively including without limitation and include(s) without limitation;
- (e) clause headings do not affect the interpretation of this Agreement; and
- (f) references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.