**BOUNTY PHOTOGRAPHY & DISTRIBUTION SERVICE AGREEMENT**

Between: Bounty Joy Limited, a company registered in England and Wales (company number 12979751) and having its registered office at Kings Court, London Road, Stevenage, SG1 2NG (“Bounty”) and

**[ENTER NHS TRUST HERE]** (“The Trust”)

The service will be provided to the following hospital(s):

**[ENTER HOSPITAL NAME HERE]** (Bounty Hosp ID – **[ENTER HOSPITAL ID HERE]**

Births per annum [**ENTER BPA HERE]**

Date of this Agreement [**ENTER DATE]**

This Agreement will commence from the above date (the “Operative Date”) and will supersede all existing Agreements between the parties for the supply of photography presentation services at The Trust.

1. **Terms of this Agreement**
   1. Subject to 1.2 below, this Agreement will be effective for an initial period of **[2]** years commencing on the Operative Date after which time it will continue in force unless terminated by either Party giving to the other not less than six months’ notice of termination in writing. Notice must be sent by post to the Bounty registered office address, and by email to [hospitalrelations@bounty.com](mailto:hospitalrelations@bounty.com)
   2. Notwithstanding clause 1.1 above this Agreement may be terminated by either party at any time by written notice if the other party commits a material breach of this Agreement which (if the breach is capable of being remedied) remains unremedied after 30 days following service of notice requiring it to be remedied.
   3. All offers which include photography also include the following additional services:

* Camera, printer and consumables provided for Stillbirths.
* Cot Cards supplied to match birth rate.
* Adoption gift pack.
* 25% discount for all NHS staff.

1. **The Trust Undertakings and Rights**
   1. Bounty and the Bounty employee will be given daily access to The Trust for the purpose of offering a photography service (“the Service”) to maternity Service Users (“Service Users”) at bedside and, distributing Bounty Sample Packs. Appendix 1 sets out how the Service will be delivered.
   2. The Trust will allow Bounty to display appropriate advertising material within The Trust’s premises including posters and leaflets.
   3. The Trust will not allow any competitive photography service or competitor sample packs (including but not limited to Emma’s Diary) to operate in or through The Trust’s premises whilst this Agreement is in operation.
   4. The Trust will, in the hospital and the community, use reasonable endeavours to maximise the distribution of Antenatal Packs to expectant Service Users early in their pregnancy and will ensure that the packs are correctly distributed. Maternity notes and non-commercially sponsored health promotion materials may be included with this pack at the discretion of The Trust. Bounty's own literature and inserts follow strict approval procedures. The Trust will ensure that, in hospital and in the community, competitor material from any source, will not be inserted within the Bounty Prenatal Packs (NB: at the special request of The Trust, Bounty may grant permission for locally-sponsored charitable initiatives).
2. **Bounty undertakings and rights**
   1. A Bounty employee is permitted to attend at the premises of The Trust for the purpose of presenting a photography service (“the Service”) at bedside and distributing Bounty Sample Packs.
   2. Bounty will keep The Trust fully indemnified against any liability incurred as a result of the activities of the Bounty employee pursuant to this Agreement, and Bounty will take out the necessary Public Liability Insurance in respect of any valid claim to the limit of £25,000,000 in respect of any one incident.
   3. Bounty will maintain strict confidence in relation to any information or knowledge which may come into its possession relating to the NHS and/or any NHS staff and/or Service Users under this contract. It is Bounty’s responsibility to ensure that Bounty employees who may be engaged on any part of the Contract report any information security breaches and are fully informed and aware of this clause.
   4. Bounty maintains and enforces a strict bedside Code of Respect regulating Bounty employees’ contact and interaction with all Service Users*. (Section 6 of Appendix 3 Best Practice Commitment Guide).*
   5. All Bounty employees would be subject to satisfactory pre-employment checks appropriate to the role, including the Disclosure and Barring Service (“the DBS”).  Bounty is registered with the DBS and will take all necessary steps to procure a DBS check for its employee(s) and obtain disclosures for which the role is eligible (currently a Standard DBS Check).

* 1. Bounty will supply Antenatal Packs free of charge to The Trust. These Antenatal Packs will contain Bounty guides and product literature for distribution to Service Users according to the provisions outlined in 2.4 above.
  2. All inclusions in the Bounty Sample Packs are subject to the approval of The Trust, such approval not to be unreasonably withheld but in any event all samples, advertisements and offers will comply fully with Unicef BFI Standards, the requirements of the Advertising Standards Authority, all Statutes and recognised codes of practice and Bounty’s own Best Practice Commitment Guide *(Appendix 3)*
  3. Bounty reserves the right to re-brand, replace or withdraw Sample Packs during the term of this Agreement, notwithstanding that all packs will be subject to provisions of clause 3.7 above.

1. **Fees** 
   1. Bounty will pay fees to The Trust quarterly in arrears from the next full calendar quarter from the Operative Date. Fees will be included in the remittance made by Bounty on the due dates in strict accordance with the duly authorised written payment instructions of The Trust under this Agreement. Please note that the amounts may vary in line with government changes in the rate of VAT.
   2. The Trust agrees to the self-billing procedures set up between Bounty and the Trust in accordance with the attached Self-Billing Agreement.
   3. The fees will be determined by the actual, auditable number of Service Users who receive the Postnatal Pack at The Trust during the Term.
   4. The Trust will supply Bounty with the actual number of births for the previous year by 1st April each year.
   5. The fee per presentation is **£2.00** (inclusive of VAT at the prevailing rate) and is fixed for the period from the Operative Date to the end of the term of this Agreement.
2. **GDPR**
   1. This Agreement enables Bounty and its employees to visit Service Users on the Trust’s maternity ward daily to offer the Services to them on an opt-in basis. As part of delivering the Services any Personal Data of the Service Users is collected directly by Bounty as the Data Controller from each of the Service Users as the Data Subject in accordance with their Consent and/or other Lawful Basis (within the meaning these capitalised terms have under UK GDPR/Data Protection Act 2018).
   2. For the avoidance of doubt no sharing of any Personal Data of the Service Users is required to take place in connection with the Services between The Trust and Bounty nor any processing by either party on behalf of the other. Both parties are independent Data Controllers.

**This Agreement is signed and authorised by the Parties as follows:**

|  |  |
| --- | --- |
| On behalf of **Bounty Joy Limited**: | On behalf of **The Trust**: |
| Name: | Name: |
| Title: | Title: |
| Signature: | Signature: |
| Date: | Date: |

**Self-Billing Agreement**

This is an agreement to a self-billing procedure between:

|  |  |  |  |
| --- | --- | --- | --- |
| Customer Name: | Bounty Joy Limited | VAT Number: | 363 4417 02 |

and

|  |  |  |  |
| --- | --- | --- | --- |
| Supplier Name: | **[ENTER NHS TRUST HERE]** | VAT Number: |  |
| Account Name: |  | Account No: |  |
|  |  | Sort Code: |  |

The self-biller (Bounty Joy Limited) agrees:

1. To issue self-billed invoices made to them by the self-billee **[ENTER NHS TRUST HERE]** until the end of the agreement.
2. To complete self-billed invoices showing the Supplier’s name, address and VAT registration number, together with all the details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event their VAT registration number changes.
4. To inform the Supplier if the issuing of self-billed invoices is outsourced to a third party.

The self-billee **[ENTER NHS TRUST HERE]** agrees:

1. To accept invoices raised by the self-biller Bounty Joy Limited on their behalf until the end of the agreement.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify the Customer immediately if they change their VAT registration number.

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| --- | --- |
| **Self-biller Bounty Joy Limited** | **Self-billee** |
| Signed by: | Signed by: |
| On behalf of: Bounty Joy Limited | On behalf of: **[ENTER NHS TRUST HERE]** |
| Date: | Date: |

**Appendix 1**

**What NHS colleagues and NHS service users can expect from Bounty:**

1. **Service Delivery** 
   1. For identity and security purposes, photographers wear a uniform tabard, visitor lanyard, and are standard DBS checked.
   2. Bounty services are offered on the basis of choice and in accordance with the STRIPE behaviour values that everyone at Bounty Joy is expected to demonstrate;

Supportive, Trusted, Respectful, Innovative, Passionate, Empathetic

(see *Section 6 of Appendix 3 Best Practice Commitment Guide*)

* 1. Bounty photographers are privileged to meet new mothers on the maternity

ward and conduct themselves with professionalism and care. Pre-Covid-19, Bounty photographers already held a long-standing professional record of meticulously adhering to hygiene and safety standards. Established maternity ward protocols include checking on arrival at the ward reception with NHS colleagues, which mothers may be seen (this ensures clinically vulnerable patients are not seen), sanitising hands between each portrait session and cleaning workstations and equipment before and after use.

* 1. To ensure that the appropriate Hospital Trust Infection Control safeguards remain in place the Contractor (Bounty Joy Ltd) will ensure that its Covid-19 Assurance Framework (see Appendix 2) is agreed as a Standard Operating Procedure (SOP) directly with the Hospital Trust Infection Control department.

**2. Privacy, Dignity and Fair & Transparent ‘opt-in’:**

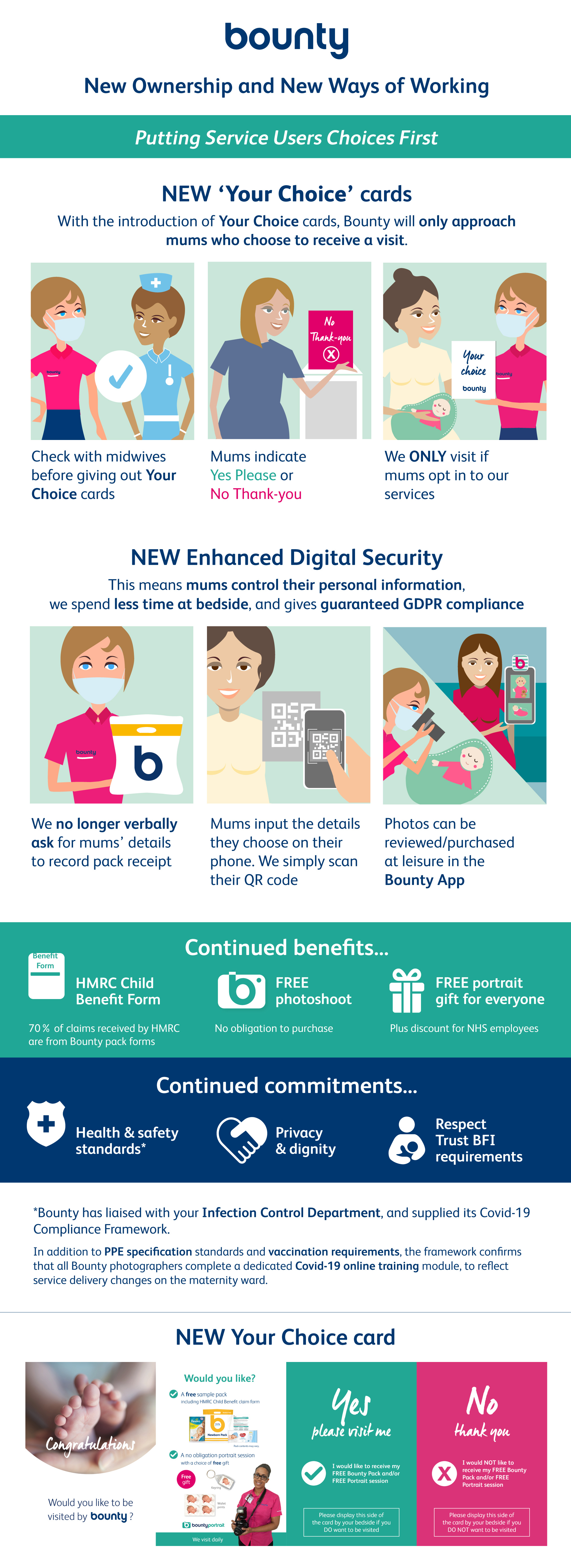
2.1 Service Users (new mothers) are now informed of the Bounty Joy service and choose whether to ‘opt-in’.

2.2 With the introduction of “YOUR CHOICE” cards, Bounty will only approach mothers who choose to receive a visit.

2.3 Mothers wishing to receive a pack can confirm receipt using their own phone. They can do this without any obligation to receive Bounty partner communications. Please note: a list of Bounty partners is available at <https://www.bounty.com/info/client-list>.

2.4 Every new Service User who chooses to have their baby photographed, can receive a choice of free complementary photo gift.

2.5 Service Users have the option to review and/or make a purchase via the Bounty App at a later date.



**Appendix 2**

**Bounty Joy Ltd Covid-19 Assurance Framework**

Bounty Joy Limited is a parenting company.  For over 60 years, it has offered a Newborn photography service to mothers on the maternity ward. Free Newborn Packs, containing free product samples and HMRC Child Benefit forms, in a heat sealed bag, are also given to new mothers on the maternity ward (currently during the pandemic these are being handed out by hospital maternity ward staff).

Additionally, The Bounty Pregnancy & Baby app is downloaded by 40% off all new mums seen on maternity wards, who for generations have come to expect and enjoy having the choice to receive Bounty services before being discharged from hospital.

For identity and security purposes, photographers wear a uniform tabard, visitor lanyard, and are DBS checked.

As you would expect Pre-Covid19, photographers already held a long-standing professional record of diligently adhering to hygiene and safety procedures alongside your Trust’s maternity ward team.

Already established protocols include registering with the maternity ward reception on arrival, checking which Service Users they may or may not visit (this ensures clinically vulnerable patients are not visited), sanitising hands between each portrait session and cleaning workstations and equipment with both cleaning and disinfectant wipes before and after their visit on the ward.

Similarly, given that the Bounty Joy service is provided in healthcare environment, prior to Covid-19, the already robust sickness policy advised photographers to stay home when they are sick with flu-like symptoms and for 48 hours after episodes of vomiting or diarrhoea.  This has been revised to include guidance relating to our employees having contact with someone who has tested positive; or who has symptoms and if employees themselves have symptoms of high temperature (feeling hot to touch on chest or back), a new, continuous cough, a loss or change to sense of smell or taste. The policy advises that photographers displaying any symptoms must get a PCR test to check if they have coronavirus as soon as possible (copy available upon request).

To ensure appropriate Infection Control safeguards remain in place, the Bounty Joy Covid-19 Framework proposes the following measures for when it is appropriate to return to the wards**.**

Please Note:  Before returning, Bounty Joy Ltd would supply IFC Lead with the following documentation for its records:

* Risk Assessment
* Method Statement
* H&S Summary and Employee Health Check survey/staff tracker
* Training module
* Company PPE and IFC procurement, provision & storage process

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| --- | --- |
| **Issue** | **Action Taken** |
| PPE | * Provided by Bounty Joy Ltd, photographers will wear a single use, fluid repellent surgical face mask upon entering the hospital. |
| Infection Control | Photographers adhere to established pre-pandemic requirements:   * Sanitising hands on entering the ward * Sanitising hands between visiting each Service User who requests a Bounty Joy portrait session with their baby * On arrival and departure from the ward, all photographer equipment (i.e. camera, laptop, trolley, phone, tablet and wipeable cushion for Service Users to place their baby on) is cleaned using Clinell Wipes and Universal Spray. |
| Social Distancing | * Photographers observe the requisite social distancing measure in place at the time when giving out a single-use “YOUR CHOICE” card. * Service Users choose to display this card to indicate if they would like the photographer to return in a short while. * Service Users will be asked to position their baby for photographs (in the event that a Service User is unable to position baby herself, the photographer will seek her permission to assist in offering help to the Service User). |
| Lateral Flow Testing/Positive Test Reporting | * Photographers will be required to take two lateral flow tests each week and enter their results online by following the instructions in the kit. * Photographic evidence of each twice weekly test must be emailed to a dedicated Bounty Joy inbox by 9am on Monday and Thursday mornings (stored on a Staff Tracker database) * Positive tests are required to be reported via a separate confidential HR inbox and telephoned to line managers to trigger a Bounty Joy Head Office process for notifying maternity ward managers in the event that a photographer tests positive, within 1 hour during working hours. |
| Covid 19 Symptoms | * Any employee with Covid 19 symptoms (or who has been in contact with someone who has tested positive or who has symptoms) must not attend work. * Notification of absence triggers a requirement and reporting process for contacting NHS to arrange for a PCR test. * Only on the receipt of confirmation of a negative test (sent to a confidential HR inbox) and being well, will employees return to work. |
| Covid-19 Vaccination Programme | * Bounty Joy Limited requires that all its hospital employees are vaccinated as they are working in a healthcare setting. * Bounty Joy Limited also asks employees permission to hold a record of vaccination dates on staff personnel files. |
| Covid 19 Training | * All staff are required to complete Covid 19 training module to ensure secure service delivery. * Training includes the formal Bounty Joy Limited Disciplinary Process stipulations in respect of failing to; conduct tests as required/fails to confirm a positive result/seek a PCR test for symptoms/or reporting contact with someone who has tested positive or who has symptoms - or who does not submit vaccine evidence for personnel files.  All are classed as Gross Misconduct and may result in a dismissal. |