
AGREEMENT

Between

GREATER GLASGOW and CLYDE HEALTH BOARD

And

**The Hospital Broadcasting Service
Registered Charity Number: SC009138**

**For the provision of Volunteer Hospital Radio
Services**

AGREEMENT

BETWEEN

- 1) **The Hospital Broadcasting Service** ("the Charity") and
- 2) **GREATER GLASGOW and CLYDE HEALTH BOARD** constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its principal office at JB Russell House, Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow G12 0XH ("the Board")

each a "party" and together the "parties"

RECITALS

- (A) The Board wishes the Charity to provide the Services (as hereinafter defined) to the Premises (as hereinafter defined).
- (B) The Charity has agreed to provide the Services on the terms and conditions set out below.

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this agreement and the schedules the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this agreement together with the three schedules and annexes annexed hereto;

"Broadcaster" means a volunteer who speaks, performs, presents or interacts with listeners including via telephone or other multi media formats during the provision of a broadcast.

"Board's Representative" means the party appointed by the Board pursuant to Clause 5.7;

"Charity's Representative" means the person appointed by the Charity pursuant to Clause 4.10;

"Commencement Date" means 1st May 2016.

"Equipment" means the equipment necessary to provide the Services;

"Premises" means the Board's premises as set out in the Schedule Part 1;

"Programme" means a programme broadcasted or to be broadcasted by the Charity as part of the Services.

"Schedule" means the Schedule (in 3 parts) annexed hereto;

"Services" means the services described in Schedule Part 2;

"Studio" means the Charity's premises at Suite 444, Baltic Chambers, 50 Wellington Street, Glasgow, G26HT.

"Volunteers" means the volunteers to be provided by the Charity to perform the Services.

1.2.

- (a) Reference to the singular includes reference to the plural and vice versa;
- (b) Reference to any clause, sub-clause or schedule is to a clause, sub clause or schedule (as the case may be) of this Agreement;
- (c) Reference to any gender includes a reference to all other genders;
- (d) References to persons in this Agreement include bodies corporate, unincorporated associations, partnerships and Scottish Charitable Incorporated Organisations.
- (e) The headings of this Agreement are included for convenience of reference only and shall not affect the interpretation of this Agreement; and
- (f) Any reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU instrument) shall be construed as a reference to that statute, statutory instrument, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time, including all instruments, orders or regulations then in force and made under or deriving validity therefrom.

2 CONTRACT PERIOD

2.1 This Agreement shall commence on the Commencement Date and shall remain in force for a period of twelve months and then from year to year, subject to the terms of Clause 2.2 hereof.

2.2 Either party may terminate this Agreement at any time subject to the service of 90 days written notice to the other party.

3 SERVICES

The Charity shall provide the Services to the Board from the Studio to the Premises.

4 CHARITY'S OBLIGATIONS

- 4.1 The Charity shall use reasonable endeavours to ensure that an adequate number of Volunteers are recruited to provide the Services.
- 4.2 The Charity shall ensure that each of its Volunteers has been properly assessed in accordance with the provisions of this Agreement.
- 4.3 The Charity shall ensure that the Services are performed in accordance with the relevant Board volunteer policy provided as Annex A and which the Board may update from time to time and provide a copy to the charity in advance of implementation with a clear version number and activation date. The Charity shall ensure a copy of which will be given to the relevant Volunteer as part of the induction and orientation process and that a signed version will be retained by the Charity.
- 4.4 For every Volunteer who is, or who will, carry out Regulated Work in connection with this Agreement within 30 days of the Commencement Date or prior to engaging a Volunteer, the Charity shall obtain pursuant to the Protection of Vulnerable Groups (Scotland) Act 2007 ("PVG Act"), a Scheme Record from Disclosure Scotland.
- 4.5 The Charity must ensure that any person who has been listed on the adult's or children's list pursuant to the PVG Act does not carry out Regulated Work in connection with this Agreement. The Charity shall be solely responsible for any costs associated with obtaining such Scheme Records. The Charity shall exhibit to the Board on request a copy of the Scheme Record for all the Volunteers doing Regulated Work in connection with this Agreement and as soon as reasonably practicable following receipt of any Scheme Record advise the Board of any issues in connection therewith.
- 4.6 Terms defined in the PVG Act shall have the same meanings when used in this Clause 4.
- 4.7 In addition to the requirements set out in clause 4.4 the Charity must ensure the following requirements are met:
- (a) A formal pre recruitment process is implemented which includes two references for every volunteer.
 - (b) An induction process following the Board's Volunteer Services Corporate Induction handbook (Annex B hereto) including the sign off of induction material is completed. For those staff attending Premises as part of their volunteer duties, the completion of the Health Declaration document (Annex C hereto) must also be completed. Copies should be retained in the Volunteers personnel file and retained by the Charity.
 - (c) Volunteers who may attend Premises as part of their duties must be clearly instructed as part of their induction that when attending a ward or department they must wait to be allowed access and report to the ward manager on arrival and departure (Annex D hereto). Volunteers must also be clearly instructed that they should only attend pre agreed locations as

arranged with the Charity and the Board. Any deviation to these requirements will mean immediate suspension of access to Premises for that volunteer.

- (d) Charities must ensure Volunteer training includes the boundaries when talking to patients. The Board and the Charity have agreed the protocol of these boundaries as part of this Agreement which will be updated from time to time (Annex D hereto).
- (e) New Volunteers must be 'signed off' for direct patient interaction prior to being allowed direct patient access. Charities will submit evidence showing completed induction and training for named Volunteers being allowed 'direct patient access' for the Boards approval (Annex E hereto).
- (f) Charities must ensure Volunteers are required to immediately notify them of any new arising convictions and the Charity must inform the Board as soon as such notification has been received. The Volunteer should be immediately suspended from any Board activities (onsite or studio based).

4.7 The Charity shall procure that while on the Premises each of its Volunteers shall:

- (a) devote his/her time, attention and abilities to the provision of the Services to the service users who have consented to receive the same;
- (b) comply with all the relevant rules, policies, procedures and standards of the Board, fire risk rules and precautions and any other such reasonable regulations as the Board may from time to time prescribe in connection with the provision of the Services, insofar as notified and provided to the Charity by the Board. The Charity shall procure that each Volunteer notifies the Charity and the Board promptly upon becoming aware of any incident giving rise or which could give rise to any unsafe working practices.
- (c) use all reasonable care and skill in the provision of the Services.
- (d) wear in a prominent place a name badge identifying them as a Volunteer at all times.
- (e) not enter a ward or department area without the prior agreement of the ward or department manager
- (f) comply with the Board's policies for attending wards and departments and shall comply with the instructions given by the ward or department manager.

4.9 The Charity is responsible for the operation, administration, and co-ordination of the Services and shall not assign, transfer or sublet this Agreement without prior written approval of the Board.

- 4.10 The Charity will nominate a person from its staff to manage the Volunteers (the "Charity's Representative") and shall ensure that each Volunteer shall take directly or indirectly instructions on the delivery of the Services from the Charity's Representative).
- 4.11 Prior to the Commencement Date, the Charity shall notify the Board of the names and contact details of the Charity's Representative and the identities of the Volunteers for whom they are responsible who will be Broadcasting or visiting Premises. Any change in the identity of the Charity's Representative or the identities of these Volunteers shall be notified to the Board in writing. The Board will hold these names and contact details securely and comply with Data Registrar regulation. The Controller of the data shall be the Charity and the Board shall be the Processor of the data. The Board must remove any detail requested by the Charity and must provide the Charity with a complete print-out of all such names and contact details and any other associated notes held by the Board should the Charity request this. On termination of service, the Board must provide a written statement that all data have been securely deleted.
- 4.12 The Charity shall maintain at its expense all necessary licences required for the provision of the Services, including a current broadcasting licence, with the necessary agencies and authorities. In the event that broadcasting is requested to wider public areas of the Premises or to any area where additional licence requirement and costs may arise, such broadcasting must have the prior written agreement of the Board.
- 4.13 It shall be the responsibility of the Charity to, at its own cost, procure the Equipment and to maintain same. The Charity will be responsible for all costs involved in the purchase, lease, maintenance or operation of the Studio.

5 THE BOARD'S OBLIGATIONS

In consideration of the Services to be provided by the Charity under this Agreement, the Board agrees:

- 5.1 To allow the Charity, the Volunteers and the Charity's Representative access to the Premises but only in so far as is necessary for the performance of the Services.
- 5.2 To ensure that the environment at the Premises visited by volunteers in every respect complies with recognised standards of health and safety. ;
- 5.3 Not to unreasonably restrict, interfere with or prevent the Charity or the Volunteers from carrying out all or any of their duties which arise by virtue of this Agreement;
- 5.4 To provide each Volunteer with such suitable instruction and orientation in relation to such of the Board's current working procedures as the Board shall deem necessary.

- 5.5 To notify the Charity promptly of any concern or doubt which the Board has as to the suitability, experience, and/or mental and/or physical health of any Volunteer involved in the provision of the Service.
- 5.6 To provide a suitable Point to Point connection into the Board's patient entertainment system and will ensure the connection is suitably maintained and repaired as necessary to maintain broadcast services.
- 5.7 The Board will provide a nominated point of contact for management of this agreement. Any change in the identity of the Board's Representative shall be notified to the Charity in writing.

6. BROADCAST CONTENT

- 6.1 The Charity shall ensure as can be reasonably expected that in relation to each Programme, there will be no content within same that:-
 - is in breach of the OFCOM Broadcasting Code;
 - is in breach of the law, including, without prejudice to the generality thereof, the Equality Act 2010.

7. ADVERTISING / SPONSORSHIP

- 7.1 The Charity shall ensure that any broadcast advertising, including messages from any corporate sponsor organisation complies with the Broadcast Content requirements in Clause 6 and the Board's prevailing policies. All advertising and/or corporate sponsorship should be agreed in advance with the Board in writing.
- 7.2 Pursuant to clause 7.1 the Charity should discuss potential advertising and/or sponsor in advance of detailed discussions to prevent unnecessary activity. Example guidance is provided in Schedule Part 4 hereto to subjects deemed unsuitable. This is not intended to be an exhaustive list.
- 7.3 Sponsorship agreements which include the use of the Board's images, logos or trademarks must have prior written approval of the Board.
- 7.4 Advertising of sponsors' company name, brands or products at the Premises is strictly forbidden unless with the prior written agreement of the Board.

8. COSTS

The Charity shall be responsible for all relevant costs arising from the obligations referred to in clauses 4.12, 4.13, 6, 9, 10 and 12.

The Board shall be responsible for all relevant costs arising from the obligations in clauses 4.12 and 5.

9 INDEMNITY

The Charity shall be liable for and shall indemnify the Board, its officers, servants, employees, agents, service users and visitors against any liability, loss, claim or proceedings howsoever arising whether in contract, delict (including negligence) or otherwise in respect of (a) any damage to property, real or personal and (b) any injury to persons including injury resulting in death arising out of or in the course of or in connection with the provision of the Services except where the acts or omissions giving rise to either or both the events in (a) and (b) above were the result of negligence on the part of the Board, its officers, servants, employees, agents, service users or visitors. Except in the event of death or personal injury the liability of the Charity under this clause shall be limited to £10 million in total per annum.

10 INSURANCE

- 10.1 The Charity undertakes to the Board that it shall take out and keep in force adequate public liability insurance to cover its liabilities arising under this Agreement with a reputable insurance company.
- 10.2 If requested by the Board, the Charity shall provide the Board with written evidence that the insurance referred to in Clause 10.1 is being maintained.

11 MONITORING

The Board's and the Charity's Representatives shall directly liaise for the purposes of monitoring the performance of the Services in terms of this Agreement. Formal monitoring meetings will take place at mutually convenient times and otherwise on an ad hoc basis on the request of either party. The Charity shall provide monitoring information as per Schedule 3 in advance of, or at, planned meetings.

12 DEFAULT & TERMINATION

- 12.1 In the event that the Board is dissatisfied with the service provided by any Volunteer in the course of the Services, the Board shall notify the Charity's Representative of their concern and the Charity shall rectify the complaint within 7 working days of confirmed receipt of the complaint to the Board's satisfaction. If the situation is not rectified to the Board's satisfaction the Board shall be entitled, notwithstanding any other provision of this Agreement, to require the Charity to remove the Volunteer from the provision of Services.
- 12.2 If the Board deems in its absolute discretion that the Services provided by a Volunteer on Premises are detrimental to the health, safety, well-being, reputation or management of the Board, any service user or any other person at the Premises, the Board may require the Charity to remove the Volunteer from the Premises with immediate effect by giving the Charity's Representative (or any other representative of the Charity) oral notice to that effect. Such oral notice shall be confirmed in writing by the Board within 48

hours of oral notice and shall give details of the unsatisfactory performance of the Volunteer concerned.

- 12.3 Either party may terminate this Agreement immediately upon written notice to the other if the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of such breach.
- 12.4 The Board shall be entitled to terminate this Agreement forthwith by written notice to the Charity if the Charity passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court order makes an order to that effect, the Charity ceases to carry on its business or substantially the whole of its business, the Charity becomes or is declared insolvent, or convenes a meeting of or proposes to make any arrangement or composition with creditors, a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of the assets of the Charity or if the Charity ceases to be a company limited by guarantee.
- 12.5 Termination of this Agreement for any reason shall not affect the continuing rights of the parties which expressly or by implication are intended to survive termination of this Agreement or expiry.

13 CONFIDENTIALITY

- 13.1 The Charity shall regard as confidential and shall ensure that the Volunteers and the Charity's Representative regard as confidential and shall not disclose to any person other than a person authorised by the Board, any information acquired by them in or in connection with the provision of the Services concerning the Board, the business affairs of the Board or the Board's staff or procedures or concerning the identity of any NHS patient or other service user at any of the Premises or concerning the medical condition of or treatment received by any such NHS patient.
- 13.2 Both parties acknowledge the entitlement of NHS patients to confidentiality in respect of health records in accordance with Article 8 of the Human Rights Act 1998, the Data Protection Act 1998 and all supporting legislation and statutory instruments, all relevant NHS and Scottish Government Codes and Policies on patient confidentiality and the common law duty of confidentiality. The Charity undertakes to comply with the Data Protection Act 1998 and any other data protection legislation in force from time to time.
- 13.3 No term of this Agreement, whether express or implied (including this Clause 13), shall preclude the Board from making public under the Freedom of Information (Scotland) Act 2002 and the Environmental Information Regulations and/or any codes applicable from time to time relating to access to public authorities' information, details of all matters relating to this Agreement unless (i) such details constitute a trade secret; (ii) the disclosure of such details would or would be likely to prejudice substantially the commercial interests of any person (including but not limited to the Charity or the Board); or (iii) such details fall within such other exemption as may be

applicable at the discretion of the Board in terms of the said Act and/or Regulations; provided that the Board will take all reasonable steps to provide the Charity with notice of such intended disclosures prior to making such information public. The Charity shall comply with any request by the Board and shall provide all such assistance as may be required by the Board to enable the Board to comply with its obligations under the Freedom of Information (Scotland) Act 2002.

- 13.4 Without prejudice to the generality of Clause 13.1, the Charity must ensure that all information relating to the identity, condition or medical history of any NHS patients is kept strictly confidential. This includes limiting the use of any names used during a Broadcast to either first or surname but not both. It is recognised this may be difficult to ensure in a live broadcast situation. In such situations those being interviewed should be cautioned not to use full names.

14 EQUALITY AND DIVERSITY

- 14.1 The Charity shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Charity shall not unlawfully discriminate within the meaning and scope of any law relating to discrimination, including, without limitation, the Equality Act 2010, the Human Rights Act 1998, or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Charity shall take all reasonable steps to secure the observance of this clause by all Volunteers and representatives of the Charity.

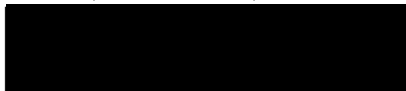



15 GENERAL

- 15.1 Changes and amendments to the terms and conditions of this Agreement shall not be valid unless recorded in writing, signed by an authorised officer of both parties.
- 15.2 Any notice to be served on the Board shall be sent by pre-paid recorded delivery or registered post or be hand delivered subject to proof of delivery receipt to the Board at the address shown on this Agreement and any Notice to be served on the Charity shall be sent by pre-paid recorded delivery or registered post to the Administrator at the address shown in this Agreement.
- 15.3 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, such provisions shall be deemed to be deleted from the Agreement, but the remaining provisions of this Agreement shall continue in full force and effect in so far as they are not affected by the deletion of such void or unenforceable provisions.
- 15.4 Nothing in this Agreement is intended to or shall authorise either party to act as an agent for the other.



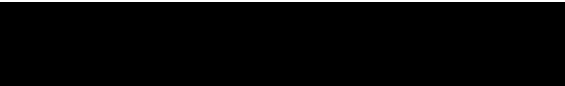
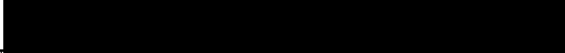
- 15.5 The provisions in Clauses 9, 13 and 15.7 shall survive termination of this Agreement.
- 15.6 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the parties, provided that nothing in this clause shall have effect to exclude the liability of either party for fraud or fraudulent misrepresentation.
- 15.7 This Agreement shall be governed by and construed in accordance with Scots Law and both parties hereby submit to the exclusive jurisdiction of the Scottish Courts. IN WITNESS WHEREOF this Agreement consisting of this and the preceding nine (9) pages together with the Schedule (in 4 parts) and Annexes A, B, C, D and E annexed hereto are executed as follows:

The parties agree to this and the foregoing ten number of pages.

For and on behalf of **The Hospital Broadcasting Service**

Place J B RUSSELL HOUSE Date 14/06/2019
 Signed by  Witnessed by 
 Print Name NIAL ANDERSON Print Name Lindsay McWilliams
 Designation CHAIRMAN Designation Office Manager
 Address 


For and on behalf of **Greater Glasgow and Clyde Health Board**

Place Glasgow Date 5/07/19
 Signed by  Witnessed by 
 Print Name Gordon Beattie Print Name MARGARET A CONNOLLY
 Designation HEAD OF GOVERNANCE Designation ASSOCIATE CHIEF NURSE
 Address 


These are the Schedules referred to in the foregoing Agreement between

The Hospital Broadcasting Service and Greater Glasgow and Clyde Health Board

SCHEDULE Part 1 - The Premises

The Queen Elizabeth University Hospital and other adult hospital sites within the Board area where there is a new or existing Patient Entertainment System being retained in situ and the deployment of the Services can be achieved without significant cost to either party.

SCHEDULE Part 2 - The Services

The Charity will ensure that in providing the Services, it will provide them with all reasonable skill and care.

The Charity shall provide programme audio that is of a sound quality that can be comfortably listened to.

Broadcasts cover 24 hours per day 7 days per week with a combination of live and pre-recorded output.

The Hospital Radio Station's aims are as defined in the charity's OSCR accepted Constitution.

Volunteers shall receive appropriate levels of training for the role(s) that they undertake on behalf of the Charity.

SCHEDULE Part 3 – Monitoring

Measure	Frequency
1. Updated list of all volunteers with confirmation of satisfactory disclosure being obtained in accordance with Clause 4.5 of this agreement	Annually or on request
2. Confirmation of Health and Safety Induction being given by NHSGGC representatives as required to enter NHSGGC premises	Annually or as required
Remove this because we are changing section 5.4	Annually
3. Operational matters arising regarding broadcasting of service	Quarterly
4. Planned Service Developments	Annually
5. Major Changes to Service	As required
6. Complaints received	Biannual
7. Annual Financial Accounts (As approved by OSCR)	Annually

SCHEDULE Part 4 - Advertising and / or Sponsorship Guidance






The following guidance is given pursuant to clause 7. It is not intended to be an exhaustive list; rather guidance to the types of subject matter which would not be acceptable to the Board.

Any advertising / sponsorship **must not** be such as to cause offence to any reasonable person, and advertisements are not permitted which:

- advertise or promote tobacco products;
- advertise or promote alcohol (this will not generally include premises which trade in such products or any advertisement which features glasses or bottles of unbranded drinks which may appear to be alcohol);
- contain political, ethnic, religious, sectarian, sexual or controversial text;
- display nude, semi-nude or other figures in a sexually provocative manner; or are likely to offend public taste;
- depict men, women or children as sexual objects, or promote the sex trade (Semi-nude figures which appear, for example, in holiday advertising and not in a sexual context will not generally be considered to be objectionable);

- depict direct and immediate violence to anyone shown in the advertisement (or observing it);
- advertise any racist group or organisation which intends to promote such a group or such organisation and/or any of its activities

Annexes

<p>Annex A</p> <p>NHS GGC Volunteering Policy</p>	<p>Annex B</p> <p>NHS GGC Volunteer Handbook</p>	<p>Annex C</p> <p>Health Declaration</p>	<p>Annex D</p> <p>Protocol of Boundaries</p>	<p>Annex E</p> <p>New Volunteer Process</p>
<p></p> <p>ANNEX A - Volunteering Policy A1</p>	<p></p> <p>ANNEX B - Volunteers Induction</p>	<p></p> <p>ANNEX C - Occ Health Declaration Vo</p>	<p></p> <p>ANNEX D - Protocol of Boundaries v4 app</p>	<p></p> <p>ANNEX E - New Volunteer Process - A</p>

