



## Terms and Conditions | Code Club World Limited

Code Club is a not-for-profit organisation with the aim of giving children the chance to learn to code. The purpose of Code Club is to facilitate a network of Club Hosts and Volunteers, provide access to Code Club materials (“**Materials**”) and attempt to establish standards in relation to the provision of educational coding sessions.

The terms below are mandatory requirements governing access to Code Club’s network and the Materials. However, nothing in them is intended to create an employment, agency or franchise arrangement between you and Code Club.

This document includes the following terms:

- **Part A – Club Host Terms.** These apply to all Club Hosts, and anyone wishing to act as a Club Host must agree to them;
- **Part B – Volunteer Terms.** These apply to all Volunteers, and anyone wishing to act as a Volunteer must agree to them; and
- **Part C – General Terms.** These apply to all Club Hosts and Volunteers, and all Club Hosts and Volunteers must agree to these general terms in addition to the terms governing the specific role undertaken (i.e. Club Host and/or Volunteer Terms).

In most cases, individuals will volunteer to be either a Volunteer or a Club Host. However, we encourage you to read the terms applicable to both roles, so that you clearly understand the relationship between Volunteers and Club Hosts, and the responsibilities and obligations associated with each role.

If you wish to be both a Club Host and a Volunteer, you must agree to all of the terms set out below (i.e. the Club Host Terms, Volunteer Terms and General Terms).

In each case, by agreeing to the terms set out below you are entering into a legally binding relationship with Code Club World Limited whose registered office is at 2.13 Pill Box Studios, 115

Coventry Road, Bethnal Green, London, England, E2 6GG (referred to as “**Code Club**” and “**we**” below). Please therefore ensure that you review the terms carefully.

## **PART A – Club Host Terms**

These Terms set out the basis on which you agree to set up and supervise educational sessions for children in relation to computer coding. Such educational sessions will in all cases be delivered by a Volunteer.

### **1 Your Club Host role**

- 1.1 You volunteer to set up and supervise educational sessions for children in relation to computer coding, such sessions to be delivered by Volunteers.
- 1.2 You undertake that you will:
  - 1.2.1 comply with these Club Host Terms (as amended from time to time);
  - 1.2.2 perform such duties as are assigned to you within the scope of what you have volunteered to do; and
  - 1.2.3 comply with all reasonable directions given by the establishment at which you host a club, and/or Code Club.
- 1.3 You are not entitled to a salary, gratuity, expenses or other payment in cash or kind under these Club Host Terms.

### **2 Venue**

- 2.1 You confirm that you have the appropriate authorisation of the establishment at which you will host a club to set up and supervise educational sessions at that establishment.
- 2.2 You agree that you/another suitable individual will accompany the Volunteer(s) at the establishment at all times.
- 2.3 You are responsible for ensuring that children attending all educational sessions supervised by you are doing so with appropriate parental or guardian consent.

### **3 Safeguarding**

- 3.1 You acknowledge that the activities undertaken by you may be a regulated activity under the Safeguarding Vulnerable Groups Act 2006 (“**SVGA**”).
- 3.2 You represent and warrant that you:
  - 3.2.1 are not barred from working with children;
  - 3.2.2 have never been convicted in any jurisdiction of any offence of violence or sexual impropriety against any person, or any offence whatsoever against a child or vulnerable person; and

- 3.2.3 you are not currently under investigation in respect of any matter falling within clause 3.2.2, and you are not aware of any circumstances that could result in your being investigated, cautioned or arrested in respect of such matter.
- 3.3 You will immediately inform each and every establishment at which you host a club in the event that you become unable to make the representations and warranties at clause 3.2, and you will immediately cease using the Materials, supervising educational sessions and undertaking any other volunteer activities whatsoever.
- 3.4 If a complaint is made about you by a child, parent or guardian in relation to any concerns about your behaviour, you must immediately inform each and every establishment at which you host clubs and Code Club. You should immediately cease hosting clubs until the matter has been resolved to the satisfaction of the relevant establishment and Code Club.
- 3.5 If at any time Code Club becomes aware of any information or circumstances which give rise to reasonable concerns regarding your fitness and propriety to volunteer, it may (without prior notification to you) notify such persons and organisations as it considers necessary, including but not limited to establishments at which you provide educational sessions and appropriate educational and law enforcement bodies.
- 3.6 You confirm that you have read Code Club's guidelines "Working Safely with Children", which is available on Code Club's website at [www.codeclub.org.uk/working-safely-with-children](http://www.codeclub.org.uk/working-safely-with-children).
- 3.7 Code Club will deal with any complaints relating to safeguarding issues in accordance with its "Safeguarding Reporting Procedure" which can be found at <https://s3.amazonaws.com/codeclub-assets/public/Safeguarding+Reporting+Procedure.pdf>

#### **4 Volunteer vetting**

- 4.1 Prior to the delivery of any educational session under your supervision, you must request from each and every Volunteer an original, current and valid enhanced Disclosure and Barring Service ("DBS") check which evidences, as appropriate, that the Volunteer is not barred from working with children. If a Volunteer is not already in possession of such a check, they will need to obtain one and provide this to you. You must be satisfied that such check is satisfactory prior to any Volunteer providing an educational session under your supervision
- 4.2 You acknowledge that Code Club does not undertake any safeguarding checks or vetting in respect of Volunteers, and that this vetting process is solely your responsibility.
- 4.3 You shall not use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a regulated activity (under the SVGA), or who may otherwise present a risk to children participating in an educational session.
- 4.4 Code Club provides guidance on getting DBS checks and on the requirements for adults to provide supervised educational sessions to children. Code Club will not be liable if this

guidance turns out to be incorrect or misleading or if you fail to comply with its recommendations or those of any third party.

## **5 Insurance**

- 5.1 You must at all times maintain, or ensure that there is in place at each establishment at which you host a club, valid public liability insurance which provides cover for any activities undertaken in connection with supervised educational sessions. Such cover must have a minimum limit of liability of not less than £5,000,000.
- 5.2 You must provide a copy of such policy, on request, to any establishment at which you host a club, and/or Code Club.

## **PART B - Volunteer Terms**

These Terms set out the basis on which you agree to provide supervised educational sessions to children in relation to computer coding. Such educational sessions will in all cases be supervised by a Club Host.

### **1 Your volunteer role**

- 5.3 You agree to volunteer to provide supervised educational sessions to children in relation to computer coding.
- 5.4 You will only provide educational sessions when supervised by a Club Host.
- 5.5 You undertake that you will:
  - 5.5.1 comply with these Volunteer Terms (as amended from time to time);
  - 5.5.2 perform such duties as are assigned to you within the scope of what you have volunteered to do; and
  - 5.5.3 comply with all reasonable directions given by a Club Host, an establishment at which a supervised educational session takes place and/or Code Club.
- 5.6 You are not entitled to a salary, gratuity, expenses or other payment in cash or kind under these Volunteer Terms.

### **6 Safeguarding**

- 6.1 You acknowledge that the activities undertaken by you may be a regulated activity under the Safeguarding Vulnerable Groups Act 2006.
- 6.2 Prior to providing any supervised educational sessions you must provide to each Club Host on request an original, current and valid enhanced Disclosure and Barring Service (“DBS”) check which evidences that you are not barred from working with children. You must provide

this document to each and every Club Host with whom you agree to provide supervised educational sessions, prior to providing the initial session at each or any club. For the avoidance of doubt, you are not permitted to provide a supervised educational session until you have provided your satisfactory enhanced DBS check to the relevant Club Host.

- 6.3 In the event that you do not have an existing current and valid enhanced DBS check, you agree to such a check being made against you and will do everything reasonably required of you in order for such a check to be processed including, but not limited to, instigating such check, providing your explicit consent to such a check being made and providing all necessary relevant information. You agree, on request, to provide a copy of your enhanced DBS check to Code Club and/or any establishment at which you intend to provide supervised educational sessions.
- 6.4 You represent and warrant that you:
- 6.4.1 are aged 16 years or over;
  - 6.4.2 have never been convicted in any jurisdiction of any offence of violence or sexual impropriety against any person, or any offence whatsoever against a child or vulnerable person; and
  - 6.4.3 are not currently under investigation in respect of any matter falling within clause 2.5.2 above, and you are not aware of any circumstances that could result in your being investigated, cautioned or arrested in respect of any such matter.
- 6.5 You will inform the Club Host, any establishment at which you provide supervised educational sessions and Code Club immediately in the event that you become unable to make the representations and warranties at clause 2.5, and you will immediately cease using the Materials, providing supervised educational sessions and undertaking any other volunteer activities whatsoever.
- 6.6 If at any time Code Club becomes aware of any information or circumstances which give rise to reasonable concerns regarding your fitness and propriety to volunteer, it may (without prior notification to you) notify such persons and organisations as it considers necessary, including but not limited to Club Hosts, establishments at which you provide supervised educational sessions and appropriate educational and law enforcement bodies.
- 6.7 You confirm that you have read Code Club's guidelines "Working Safely with Children", which is available on Code Club's website at [www.codeclub.org.uk/working-safely-with-children](http://www.codeclub.org.uk/working-safely-with-children).
- 6.8 Code Club provides guidance on getting DBS checks and on the requirements for adults to provide supervised educational sessions to children. Code Club will not be liable if this guidance turns out to be incorrect or misleading or if you fail to comply with its recommendations or those of any third party.
- 6.9 If a complaint is made about you by a child, parent or guardian in relation to any concerns about your behaviour, you must immediately inform the Club Host and Code Club. It may also be necessary and appropriate for you to directly inform the establishment at which the

supervised educational session is provided. You should immediately cease providing that supervised educational session until the matter has been resolved to the satisfaction of the Club Host, the establishment at which the session is provided and Code Club.

- 6.10 Code Club will deal with any complaints relating to safeguarding issues in accordance with its “Safeguarding Reporting Procedure” which can be found at <https://s3.amazonaws.com/codeclub-assets/public/Safeguarding+Reporting+Procedure.pdf>

## **PART C – General Terms**

The following terms are applicable to both Club Hosts and Volunteers.

### **1 Authority**

You are not an agent or representative of Code Club in any way nor do you have any authority or right to assume any obligation of any kind express or implied on Code Club’s behalf or to bind or commit Code Club in any way.

### **7 Website and Materials**

- 7.1 In order to provide and/or supervise educational sessions you are permitted to download and use the Materials.
- 7.2 You agree to use the Materials in accordance with Code Club’s terms and conditions governing the use of the Materials which can be found at [codeclubprojects.org](http://codeclubprojects.org)
- 7.3 By permitting you to download the Materials Code Club is not representing or warranting that you are suitable, or permitted by law, to volunteer to provide and/or supervise those educational sessions.

### **8 Personal business**

You must not promote your own personal business or commercial concerns through or in connection with any supervised educational session.

### **9 Health and safety**

You agree to take reasonable care for the health and safety of yourself and other persons who may be affected by your acts or omissions whilst volunteering.

## **10 Confidentiality**

- 10.1 In the course of volunteering you may have access to confidential information relating to Code Club. We expect you not to use or disclose this information to any person either whilst you are a volunteer or at any time afterwards.
- 10.2 You will not at any time make any statement on behalf of Code Club to the press or other form of public media, except with Code Club's written consent.

## **11 Privacy**

- 11.1 Code Club will process all data provided by you in accordance with its Privacy Policy, which is available at <https://www.codeclub.org.uk/terms-and-conditions> Without prejudice to the above, Code Club may:
- 11.1.1 process the data which it collects from and about you for the purpose of processing your Code Club profile and ensuring that it is accurate and up to date, and in order to improve the Materials and/or the services which it provides;
- 11.1.2 disclose selected data to other users of the website, to enable them to search for, identify and contact volunteers and clubs;
- 11.1.3 disclose selected data to:
- (a) Club Hosts (in the case of Volunteers) and establishments at which clubs are/may be held, to enable them to verify and assess your suitability for volunteering; and
  - (b) the DBS and/or any educational institution, law enforcement agency or regulatory or statutory body as it considers necessary in its sole and absolute discretion.

## **12 Termination**

- 12.1 Code Club reserves the right (at any time, with or without prior notice and without giving any reason for doing so) to decline to accept and/or to terminate your services as a volunteer.
- 12.2 In the event of termination, you will immediately cease both using the Materials and undertaking any volunteer activities whatsoever.

## **13 Indemnity**

- 13.1 You hereby indemnify Code Club against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Code Club arising out of or in connection with:
- 13.1.1 any breach by you of these Terms;
- 13.1.2 the enforcement by Code Club of any of these Terms;

13.1.3 any claim made against Code Club in relation to personal injury, death or harm to any person as a result of any supervised educational session provided by you or with which you were otherwise involved.

#### **14 Limitation of liability**

14.1 The provision of supervised educational sessions is not promoted or underwritten by, or done in partnership with, Code Club. It is the responsibility of Club Hosts and Volunteers to set up and make arrangements for and in relation to the provision of supervised educational sessions. For the avoidance of any doubt, the role of Code Club is only to provide access to the Materials and facilitate connections between Club Hosts and Volunteers.

14.2 In no event shall Code Club, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Materials or these Terms. Code Club does not seek to exclude liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.

#### **15 Variation**

Code Club may at any time, at its absolute discretion, vary these Terms. Code Club will provide notification of any such variation on its website at [www.codeclub.org.uk](http://www.codeclub.org.uk). By continuing to use the Materials or volunteer after such variation, you agree to be bound by such changes. You can review the current version of these Terms at any time by clicking on the "[Terms and Conditions](#)" link on Code Club's website.

#### **16 Contracts (Rights of Third Parties) Act 1999**

These Terms are agreed between you and Code Club. No other party shall have any rights under or in connection with these Terms.

#### **17 Miscellaneous**

17.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation or the Materials (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.3 No failure or delay by Code Club to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of



such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

## **18 Acceptance of Terms**

- 18.1 You hereby accept and agree to be bound by these Terms.
- 18.2 By using or downloading the Materials and/or providing or supervising educational sessions you reaffirm your acceptance of and agreement to be bound by these Terms.