

BOUNTY PHOTOGRAPHY PRESENTATION SERVICE AGREEMENT

Between: Bounty (UK) Limited, a company registered in England and Wales (company number 631367) and having its registered office at 29 Broadwater Road, Welwyn Garden City, Hertfordshire, AL7 3BQ ("Bounty")

and Blackpool Teaching Hospitals NHS Foundation Trust ("The Trust")

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

.....Blackpool Victoria Hospital..... Births per annumc3000.....

Date of this Agreement14th February, 2017.....

This Agreement will commence 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.

Terms of this Agreement

1. Subject to 2 below, this Agreement will be effective for an initial period of 5 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, any such notice to expire on the fifth or any subsequent anniversary of the Operative Date. Notice must be sent by post to the Bounty registered office address.
2. Notwithstanding clause 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. Either party shall be entitled to terminate this Agreement immediately by written notice if changes in legislation [or clinical best practice procedures] result in the services provided under this Agreement becoming non-compliant or incompatible with any new regulations or procedures
4. All offers which include photography also include the following additional services:
 - Camera, printer and consumable provided for Stillbirths.
 - Cot Cards supplied to match birth rate.
 - Staff photographs for display on the ward.
 - Adoption gift pack.
 - 25% discount for maternity staff having a baby.
 - Hospital Information Booklet

The Trust Undertakings and Rights

1. Bounty and the Bounty employee will be given daily access to The Trust for the purpose of presenting a photography service at bedside and collecting mothers name and address information to enable the mother to access the offers presented by Bounty. All data and information will be held in strict accordance with the Data Protection Act 1998.
2. The Trust will provide the Bounty employee with a copy of its Health & Safety Policy and any specific regulations applicable to The Trust.
3. The Trust will allow Bounty to display appropriate advertising material within The Trust including posters, stickers and leaflets.

4. The Trust will not allow any competitive photography service, including but not limited to digital photographic images for purchase or website publication and SMS photographic messaging, to operate in The Trust whilst this Agreement is in operation.

Bounty undertakings and rights

1. A Bounty employee is permitted to attend at the premises of The Trust for the purpose of presenting and performing the photography service.
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 patients 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

Fees

1. Bounty will pay fees to The Trust every three months from the Operative date as specified in this Agreement. Fees will be included in the Distribution remittance made by Bounty on the due dates in strict accordance with the duly authorised written payment instructions of The Trust under the Hospital Distribution 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 number of mothers who receive the photography presentation at The Trust during the Term up to a maximum volume which shall not exceed 5% above the actual number of births. The Trust will supply Bounty with the actual number of births for the previous year by 1st April each year. With the agreement of both parties, when the annual actual number of births has been supplied by the Trust, the fees will be revised accordingly. In the absence of this information Bounty shall be entitled to reduce the quarterly payment by 2% until such time as the actual figures are received. In the event of a restructure or reorganisation of the Trust which causes the number of births to significantly decrease from the previous year, Bounty shall be entitled to reduce the quarterly payment immediately.

The fee per presentation is _____ (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.

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

On behalf of The Trust: Signatory Name: <u>Nicola Parry</u> Title: <u>Head of Midwifery</u> Signature: <u>Nancy</u> Date:	On behalf of Bounty (UK) Limited: Signatory Name: Title: Contracts Manager..... Signature:..... Date:
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Self-Billing Agreement

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

Customer Name VAT Number

and

Supplier Name VAT Number

The self-biller (Bounty (UK) Limited) agrees:

1. To issue self billed invoices made to them by the self-billee Blackpool Teaching Hospitals NHS Foundation Trust 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 issue of self-billed invoices will be outsourced to a third party.

The self-billee Blackpool Teaching Hospitals NHS Foundation Trust agrees:

1. To accept invoices raised by the self-biller Bounty (UK) 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.

Self-biller Bounty (UK) Limited

Self-billee

Signed by _____

Signed by N Pamy

On behalf of Bounty (UK) Limited

On behalf of Blackpool Teaching Hospitals NHS Foundation Trust

Date _____

Date _____