



Organiser and volunteer agreement | Code Club

1 Introduction

- 1.1 Code Club was created with the aim of inspiring the next generation to get excited about computing and digital making.
- 1.2 Our community of hosts and volunteers is hugely important in achieving that aim. This agreement sets out the Terms which apply to hosting and volunteering at Code Club sessions.

2 Who we are and how to contact us

- 2.1 Code Club is part of the Raspberry Pi Foundation (Company No. 06758215), with registered address at 37 Hills Road, Cambridge, CB2 1NT, United Kingdom.
- 2.2 The purpose of Code Club is to facilitate a community of Club Hosts and Volunteers. To do this, we make available material (the “Material”) subject to these Terms. This includes but is not limited to projects and supporting resources.
- 2.3 If you have any questions, complaints, or comments about these Terms or the website, we’d love to hear from you, so please contact us at support@codeclub.org

3 What is your role?

- 3.1 If you work at the venue where a Code Club session is being held, you are a Club Host for the purposes of this agreement.
- 3.2 If you organise or help to run a Code Club session but do not work at the venue where it is held, you are a Volunteer for the purposes of this agreement (this is the case whether or not you are a club organiser).

4 Your agreement to these Terms

- 4.1 If you wish to be a Club Host and/or a Volunteer, you must be 16 or over.
- 4.2 This agreement forms a legal contract between you and us. Please therefore ensure that you review the Terms carefully. This agreement comprises 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.
 - **Part C – General Terms.** These apply to all Club Hosts and Volunteers, and all



Club Hosts and Volunteers must agree to these General Terms.

4.3 If you wish to be either a Club Host or a Volunteer, you must agree to all of the Terms of this agreement that apply to that role, and you must read and comply with the following documents:

- [Safeguarding policy](#)
- [Safeguarding guidance](#)
- [Code Club code of behaviour](#)
- [Safeguarding report form](#)
- [Guidance on working safely with children](#)
- [Privacy policy](#)

(together, the “Terms”)

4.4 In most cases, individuals will act as 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.

4.5 You can review the most current version of the Terms at any time by following the link to the [Organiser and volunteer agreement](#) from the Code Club website. We reserve the right to update, change, or replace any part of these Terms by making updates and/or changes to our website. If we do so, we will use the contact details you have provided to endeavour to contact you. It is your responsibility to check this page periodically for changes. By using or downloading the Materials and/or providing or supervising Code Club sessions, you agree to the Terms.

PART A – Club Host Terms

The following Terms apply to Club Hosts.

5 Your Club Host role

5.1 Your role is to set up and supervise educational sessions for children in relation to computer coding at the venue where you work.

5.2 Our preference is that sessions are free of charge to all participants. You are permitted to charge a nominal fee for hosting the session only if:

5.2.1 The fee is only what is needed to cover the costs of hosting the session; and

5.2.2 You ensure that fees do not act as a barrier to any potential participants by offering free or subsidised places if necessary.

5.3 You are responsible for supervising any Volunteers and other organisers that support the delivery of these sessions.



- 5.4 You undertake that you will:
- 5.4.1 Comply with these Club Host Terms (as amended from time to time);
 - 5.4.2 Perform such duties as are assigned to you within the scope of what you have volunteered to do as a Code Club Host; and
 - 5.4.3 Comply with all reasonable directions given by the venue at which you host a club, and/or given by Code Club.
- 5.5 You are not entitled to a salary, gratuity, expenses, or other payment in cash or kind under these Club Host Terms.

6 Supervision

- 6.1 You confirm that you have the appropriate authorisation of the venue at which you will host a club to set up, deliver, and/or supervise educational sessions at that venue.
- 6.2 You agree that you will supervise any Volunteer(s) at the venue at all times.
- 6.3 You are responsible for ensuring that children attending all educational sessions supervised by you are doing so with appropriate parental or guardian consent.

7 Safeguarding

- 7.1 If you run sessions in the UK, you acknowledge that the activities undertaken by you may be a regulated activity under the Safeguarding Vulnerable Groups Act 2006 ("SVGA").
- 7.2 You represent and warrant that you:
- 7.2.1 Are aged 16 years or over;
 - 7.2.2 Have obtained a current legal background check and are not barred from working with children;
 - 7.2.3 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
 - 7.2.4 Are not currently under investigation in respect of any matter falling within clause 7.2.2, and you are not aware of any circumstances that could result in your being investigated, cautioned, or arrested in respect of such matter.
- 7.3 You will immediately inform Code Club in the event that you become unable to make the representations and warranties at clause 7.2, and you will immediately cease using the Materials, supervising educational sessions, and undertaking any other volunteer activities whatsoever.
- 7.4 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 Code Club. You should immediately cease hosting clubs until the matter has been resolved to the satisfaction



of the relevant venue and Code Club.

- 7.5 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 host a club, Code Club may (without prior notification to you) notify such persons and organisations as it considers necessary, including but not limited to venues at which you provide educational sessions, and appropriate educational and law enforcement bodies.

8 Volunteer vetting

- 8.1 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.
- 8.2 You will ensure that Volunteers are subject to a current legal background check that evidences that the Volunteer is not barred from working with children.
- 8.3 You will monitor the level and validity of all checks under clause 7.1 and satisfy yourself that each such check is satisfactory prior to any Volunteer providing an educational session under your supervision.
- 8.4 You shall not use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable for, volunteering at a Code Club session, or who may otherwise present a risk to children participating in a Code Club session.
- 8.5 If you need further information on legal background checks, please refer to the [Working safely with children](#) page of our website or contact us on safeguarding@raspberrypi.org.

9 Insurance

- 9.1 You must at all times maintain, or ensure that there is in place at each venue at which you host a club, valid public liability insurance that provides cover for any activities undertaken in connection with Code Club sessions. Such cover must have a minimum limit of liability of not less than £5,000,000.
- 9.2 Code Club shall be entitled to see a copy of such policy if we contact you to request this.

PART B - Volunteer Terms

The following Terms apply to Volunteers.

10 Your Volunteer role

- 10.1 You agree to volunteer to provide supervised Code Club sessions to children in relation to computer coding.



- 10.2 You acknowledge that any sessions will be provided either free of charge or on the payment of a nominal fee where permitted under clause 5.2 of this agreement.
- 10.3 You will only provide educational sessions when these sessions are supervised by a Club Host.
- 10.4 You undertake that you will:
 - 10.4.1 Comply with these Volunteer Terms (as amended from time to time).
 - 10.4.2 Perform such duties as are assigned to you within the scope of what you have volunteered to do; and
 - 10.4.3 Follow the reasonable directions given by a Club Host and/or Code Club.
- 10.5 You are not entitled to a salary, gratuity, expenses, or other payment in cash or kind under these Volunteer Terms.

11 Safeguarding

- 11.1 If you volunteer for Code Club in the UK, you acknowledge that the activities undertaken by you may be a regulated activity under the Safeguarding Vulnerable Groups Act 2006.
- 11.2 Prior to providing any Code Club sessions, you must provide to each Club Host on request a current legal background check that 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 Code Club sessions, prior to providing the initial session at each or any club. For the avoidance of doubt, you are not permitted to provide a Code Club session until you have provided your satisfactory background check to the relevant Club Host.
- 11.3 In the event that you do not have an existing current and valid legal check, you 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 legal background check to Code Club and/or any venue at which you intend to provide Code Club sessions.
- 11.4 You represent and warrant that you:
 - 11.4.1 Are aged 16 years or over;
 - 11.4.2 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
 - 11.4.3 Are not currently under investigation in respect of any matter falling within clause 11.4.2 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.
- 11.5 You will inform the Club Host, any venue at which you provide Code Club sessions,



and Code Club immediately in the event that you become unable to make the representations and warranties at clause 11.4, and you will immediately cease using the Materials, providing Code Club sessions, and undertaking any other volunteer activities whatsoever.

- 11.6 If at any time Code Club becomes aware of any information or circumstances that give rise to reasonable concerns regarding your fitness and propriety to volunteer, Code Club may (without prior notification to you) notify such persons and organisations as it considers necessary, including but not limited to Club Hosts, venues at which you provide Code Club sessions, and appropriate educational and law enforcement bodies.
- 11.7 If you need further information on legal checks, please refer to the help section of our website or contact us on safeguarding@raspberrypi.org.
- 11.8 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 venue at which the Code Club sessions are provided. You should immediately cease providing Code Club sessions until the matter has been resolved to the satisfaction of the Club Host, the venue at which the session is provided, and Code Club.

PART C – General Terms

The following Terms apply to both Club Hosts and Volunteers.

12 Our relationship with you

- 12.1 These Terms do not create a relationship of employment, agency, or franchise between you and Code Club, and you do not have the right or authority to commit or bind Code Club.
- 12.2 You understand that you are not a representative of Code Club, you will not hold yourself out as such, and you will not (for example and without limitation) claim to represent Code Club at an external event, deliver training sessions on behalf of Code Club, or claim to develop content on behalf of Code Club.

13 Using Code Club Materials

- 13.1 The Materials comprise online projects and other resources provided to support you in setting up and running a Code Club.
- 13.2 You are permitted to download and use the Materials for the purpose of providing and/or supervising Code Club educational sessions only and provided that in doing so you comply with these Terms.
- 13.3 Code Club's online projects resources are made available under the [Creative Commons Licence](#), and you agree to comply with these terms of use when making use of such resources.
- 13.4 You are not permitted to modify the Materials (save where permitted to modify the



projects in accordance with the [Creative Commons Licence](#)) or create new materials using the Code Club branding and trademarks.

- 13.5 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 these educational sessions.
- 13.6 You must not promote your own personal business or commercial concerns through or in connection with any Code Club session.

14 Health and safety

- 14.1 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 while hosting or volunteering.

15 Confidentiality, branding, and publicity

- 15.1 In the course of hosting or volunteering, you may have access to confidential information relating to Code Club. You must not use or disclose this information to any person either while you are a host and/or volunteer or at any time afterwards.
- 15.2 You may use Code Club branding and trademarks only in connection with the Materials, and any use must be in accordance with the Code Club brand section of our [Policies and guidelines page](#).
- 15.3 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 prior written consent.

16 Data protection and privacy

- 16.1 You agree to comply with the terms of [our privacy policy](#) in respect of any personal data you use in connection with the delivery of Code Club sessions. The use of any personal data you acquire in connection with your role as a Code Club host or volunteer is your responsibility, and you are not processing any data on behalf of Code Club. If you would like further support on the subject of data protection, please contact support@codeclub.org.uk.
- 16.2 Code Club will process all data provided by you in accordance with [its privacy policy](#). In addition, Code Club may:
 - 16.2.1 Process the data that 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 that it provides;
 - 16.2.2 Disclose selected data to other users of the website to enable them to search for, identify, and contact volunteers and clubs;
 - 16.2.3 Disclose selected data to:
 - (a) Code Club Local Partner organisations that operate in your country for the purposes of keeping your club informed about Code Club news



and events;

- (b) Club Hosts (in the case of Volunteers) and venues at which clubs are/may be held, to enable them to verify and assess your suitability for volunteering; and
- (c) 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.

17 Our right to terminate your role as a Club Host or Volunteer

- 17.1 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 role as a Club Host and/or Volunteer.
- 17.2 In the event of termination, we will notify you of this and you will immediately cease both using the Materials and undertaking any Hosting and Volunteer activities whatsoever.

18 Indemnity

- 18.1 You hereby indemnify Code Club against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis), and all other reasonable professional costs and expenses) suffered or incurred by Code Club arising out of or in connection with:
 - 18.1.1 Any breach by you of these Terms or any negligent performance or non-performance of these Terms by you; and
 - 18.1.2 Any damage caused to Code Club as a result of you committing any criminal offence, gross misconduct, fraud, negligence, or any behaviour that is detrimental to the name, image, standing, or reputation of Code Club; Code Club shall have regard to your financial standing and ability to pay when considering, in its sole discretion, whether to enforce these indemnity provisions in clause 18.

19 Limitation of liability

- 19.1 It is the responsibility of Club Hosts and Volunteers to set up and make arrangements for and in relation to the provision of Code Club sessions. The role of Code Club is only to provide access to the Materials and facilitate connections between Club Hosts and Volunteers.
- 19.2 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.



20 Governing law and jurisdiction

- 20.1 These Terms, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction (except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland).

21 General

- 21.1 In the event of a conflict between a translation and the English version, the English version of these Terms will prevail.
- 21.2 No waiver of any Term of these Terms shall be deemed a further or continuing waiver of such Term or any other Term, and Code Club's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- 21.3 If any provision of these Terms is found by a court or a regulator to be invalid or unenforceable, the other provisions of the Terms will continue to apply.
- 21.4 This document, together with the documents listed in clause 4.3, constitutes the entire Terms and supersedes all previous agreements between you and Code Club relating to running Code Club sessions and the use of the Material.

Revised November 2018

