

## RESTAURANTS AGAINST HUNGER TERMS AND CONDITIONS

These terms and conditions apply to the Restaurants Against Hunger Campaign. By accepting these terms and conditions, the Company is acknowledging that it has the authority to represent, enter into contracts and bind any subsidiary or connected company or organisation that owns or controls any of the Restaurants or Venues listed in the Registration Details. References to the Company in these terms and conditions will be deemed to include any entity that owns or controls one or more the Venues listed in the Registration Details.

These terms and conditions are entered into with Action Against Hunger UK, a private company limited by guarantee registered in England and Wales with registered company number 3069468, and a registered charity with number 1047501 in England and Wales and SC048317 in Scotland, whose registered office is Mitre Building, 6 Mitre Passage, London, England, SE10 0ER (the “**Charity**”).

### 1. Interpretation

#### 1.1. Definitions

“**Agreement**” means the Registration Details and these Terms and Conditions.

“**Applicable Laws**” means all laws, regulations, standards determined by any governmental or regulatory authority and generally applicable industry or self-regulatory standards and codes of practice within the Territory, which apply to the Campaign and this Agreement.

“**Campaign**” means the Charity’s fundraising initiative called Restaurants Against Hunger which the Company has agreed to support by asking its customers to make a voluntary £1 donation by adding £1 to the customer’s bill at the point of sale at the Venue(s). The Campaign shall commence on the Start Date and conclude on the Finish Date unless otherwise agreed upon by all parties in writing.

“**Charity Donation**” means the amounts due to the Charity under this Agreement, calculated in accordance with clause 4.

“**Confidential Information**” means any information relating to the operations or affairs of a Party or its suppliers, customers, clients, supporters, donors or beneficiaries, including terms of business, financial information, results and forecasts, employee details, business methods and plans, information systems and software, ideas, know-how, trade secrets, and any other information of a confidential nature of which the Company becomes aware as a result of being a party to this Agreement, together with the existence and contents of this Agreement.

“**End Date**” means the date included as the End Date of the Campaign in the Registration Requirements.

“**Intellectual Property**” means patents, trademarks, rights in designs, copyrights and rights in databases (whether or not registered and including applications for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

“**Proceeds**” means the total amount received as by the Company as voluntary donations from customers as a result of the Campaign.

“**Products**” means the product(s) or service(s) that will be sold or promoted by the Company during the course of the Campaign.

**“Promotional Materials”** means all promotional materials produced or published by or on behalf of the Company relating to the Campaign or featuring any of the Trademarks, in any media, including printed, online, digital, radio and television content.

**“Promotional Period”** means the period between the Start Date and the End Date, inclusive, unless this agreement is terminated earlier in accordance with its terms.

**“Public Statement”** means public announcements or press releases concerning this Agreement or any activities relating to it.

**“Registration Details”** means the information provided by the Company as part of the registration process for the Campaign.

**“Start Date”** means the date included as the Start Date of the Campaign in the Registration Requirements.

**“Term”** means the duration of this Agreement as set out in clause 2.1. **“Territory”**

means the United Kingdom of Great Britain and Northern Ireland.

**“Trademarks”** means the Charity’s trademark and logo (whether registered or not).

**“Venues”** means the restaurants and other food outlets owned or operated by the Company and described in the Registration Details at which the Campaign will be promoted by the Company.

## 2. Term of Agreement

This Agreement will commence on the date that the Company accepts these terms and conditions and will continue until the date that all payments due to the Charity have been made by the Company unless the Agreement is terminated earlier in accordance with its terms.

## 3. The Campaign and its Promotion

The Company agrees to:

- (a) be responsible at its own cost for all aspects of the Campaign and sales of its Products and services;
- (b) use reasonable endeavours to promote the Campaign at its Venues throughout the Territory to maximise the benefit to the Charity, including by putting table cards on each table in each Venue explaining the Campaign; and
- (c) include a statement on all of its Promotional Materials and at all of its Venues that states: *‘For each customer who agrees, your donation of £1 will be made to Action Against Hunger UK, a registered charity in England and Wales (number 1047501) and Scotland (SC048317)’*.

## 4. Payment Terms and Reporting

- 4.1. The Company will provide to the Charity within 10 days following the End Date a statement detailing the following information and such other information as may be requested by the Charity ("**Activity Statement**"):
- (i) the number of customers who have agreed to add a £1 donation to their bill;
  - (ii) the amount to be contributed to the Charity for the period the Activity Statement relates to under the terms of this Agreement; and
  - (iii) the total value to be contributed to the Charity from the start of the Promotional Period to the last date of the period to which the Activity Statement applies.
- 4.2. The Company shall, or shall ensure that each Venue, shall make a payment to the Charity for the Charity Donation within 30 days of providing the Activity Statement.
- 4.3. Payments made pursuant to this Clause will be made to the following bank account:

**Action Against Hunger UK:**

Bank: HSBC

Address: 1-3 Bishopsgate, London EC2N 3AQ Sort

Code: 40-02-31

Account No: 71556495

IBAN No: GB27HBUK40023171556495

Bank Reference: add company name

**5. Trademarks and Marketing**

- 5.1. In consideration of the Company observing and performing its obligations under this Agreement, the Charity hereby grants a non-exclusive and non-transferable right to the Company to use the Trademarks in the Territory, during the Promotional Period, solely to the extent necessary to carry out the Campaign in accordance with this Agreement. Such right shall end upon the expiry or termination of this Agreement.
- 5.2. The Company shall not obtain any right, title or interest in or to the Trademarks other than the rights granted expressly to it under this Agreement, and the Company shall not do or permit anything to be done in its use of the Trademarks which would breach the Intellectual Property rights in the same. All rights arising from the use of the Trademarks shall inure to the benefit of the Charity and all goodwill symbolised by the Trademarks shall accrue to the Charity.
- 5.3. The Company shall not assign or sub-contract the right to use the Trademarks to any other party, without the prior written consent of the Charity.
- 5.4. The Company:
- (a) shall use Trademarks solely as part of the content and/or social media tiles provided by the Charity in connection with the Campaign, which will not be modified or adapted in any way without the prior written consent of the Charity.
  - (b) comply with such reasonable directions as the Charity may from time to time prescribe in connection with the use of the Trademarks and the Promotional Materials.

(c) use its reasonable endeavours to promote the interests of and generally act in good faith in relation

to the Charity; and

(d) not infringe any third-party rights or cause the Charity to infringe any such rights.

- 5.5. Other than the Trademarks and the Company's marks, devices or logos, the Company shall not use or permit the use of any other logo, device or wording on any of the Campaign or Promotional Materials, or link the Campaign to any other promotion, goods or services, without the prior written approval of the Charity.
- 5.6. The Company shall not make any Public Statement about the Campaign except with the prior written consent of the Charity (which shall not be unreasonably withheld or delayed); or as may be required to comply with applicable law or regulation.
- 5.7. The Company shall ensure that if there is any reference to "Action Against Hunger" in any Promotional Materials, those Promotional Materials should also include, in legible letters, the following statement:

*"Action Against Hunger UK is a charity registered in England and Wales (1047501) and Scotland (SC048317)"*

## **6. Law and Ethical Standards**

- 6.1. In undertaking the Campaign, the Company shall comply with all Applicable Laws of the Territory (or as applicable of any individual jurisdiction within the Territory) including, but not limited to, anti-bribery and anti-corruption (including the Bribery Act 2010) and it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 6.2. The Company, its suppliers and permitted sub-contractors, shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose.
- 6.3. The Company shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.
- 6.4. The Company shall carry out the Campaign in such a way as to enable the Charity to comply with its obligations under the Charities (Protection and Social Investment) Act 2016 to protect vulnerable people and other members of the public from:
- (a) unreasonable intrusion into privacy;
  - (b) unreasonably persistent approaches to solicit money; and
  - (c) placing undue pressure on people to give money.
- 6.5. The Company shall immediately notify the Charity if the Company becomes aware of a breach of this clause 6.

## **7. Right of Audit**

The Company will allow the Charity, its employees, agents, auditors or other advisers, on reasonable notice during normal business hours, to access the Company's premises and personnel, and inspect, audit and take copies of relevant records as may be reasonably required in order to undertake verifications that the obligations of the Company are being performed in accordance with this Agreement.

## **8. Confidentiality**

- 8.1. Each Party undertakes at all times during and after the Term of this Agreement to treat the Confidential Information of all other Parties in confidence, not to disclose any Confidential Information to any third party and not to use any Confidential Information of another Party for its own purposes or the benefit of any third party.
- 8.2. The restrictions in clause 8.1 do not apply to any use or disclosure authorised in writing by the Party to whom the Confidential Information to be used or disclosed relates, or as required by law or any information which is already in, or comes into, the public domain otherwise than through the unauthorised disclosure of another Party.

## **9. The Charity's Name**

The Company shall not do or cause to be done anything which may in any way:

- (a) cause harm of any kind to the Charity;
- (b) damage, jeopardise or adversely affect the goodwill, name, image or reputation of the Charity; or
- (c) bring the Charity into disrepute anywhere in the world.

## **10. Status and Relationship of the Parties**

The Company shall not assume, create or incur any liability or obligation on behalf of the Charity (and acknowledges that it has no right to do so); or at any time after the termination or expiry of this Agreement, either personally or by an agent, directly or indirectly, represent itself as being in any way connected with or interested in the activities and operations of the Charity.

## **11. Indemnity**

The Company shall indemnify the Charity, together with its officers, directors, employees and agents, against any claims, losses, damages and other liabilities (including reasonable legal fees and other expenses) arising out of or in connection with:

- (a) any breach of this Agreement by the Company; and/or
- (b) any of the Products or the Campaign; and/or
- (c) except in relation to the Trademark's Intellectual Property, any actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with the Campaign or Products.

## **12. Termination**

12.1. Either Party may terminate this Agreement without any reason upon giving the other Party no less than

30 days' written notice. If the Company terminates this Agreement and withdraws from the Campaign after 15 August 2025, the Company shall make a payment to the Charity of £40 per Venue as compensation for the cost of materials produced in relation to the Campaign.

- 12.2. The Charity may terminate this Agreement with immediate effect at any time if it considers that the Company has done or said anything which may damage the reputation of the Charity.
- 12.3. Notwithstanding anything else in this Agreement, if this Agreement is terminated for any reason, the Company shall immediately cease:
  - (a) all promotion of and implementation of the Campaign;
  - (b) all use of the Trademarks; and
  - (c) the distribution of all existing materials bearing any of the Trademarks.
- 12.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Company's obligations under clauses 4, 5 and 13 shall survive any termination.
- 12.5. The termination of this Agreement shall not affect any rights or obligations of any Party which have accrued as at that date.

### **13. General**

- 13.1. No waiver of any right or remedy, and no variation or amendment of the terms of this Agreement shall be effective unless it is in writing and signed by authorised representatives of all the Parties to this Agreement.
- 13.2. Any notice required to be given by any Party under or in connection with this Agreement shall be in writing and in English. Any such notice shall be sent by email or delivered by first class post to the email address or physical address set out above.
- 13.3. Any notice for the Charity given under clause 13.2, should be marked for the attention of the Chief Executive and the Finance Director.
- 13.4. This Agreement supersedes all prior arrangements, agreements and understandings and constitutes the entire agreement between the Parties in relation to its subject matter.
- 13.5. The rights and obligations of the Company under this Agreement shall not be capable of transfer, assignment or sub-contracting by it without the prior written consent of the Charity. Where the Company does sub-contract such obligations, it shall ensure that any such sub-contractor is equally bound by the terms of this Agreement.
- 13.6. If the whole of any part of any clause of this Agreement is invalid, that invalidity shall not affect the validity of any other provisions. Each Party's rights under the Agreement are independent, cumulative and without prejudice to its other rights under general law.
- 13.7. This Agreement does not create or confer any right under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party.

13.8. This Agreement shall be governed by and construed under English law and each Party hereby

irrevocably agrees that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.