

THE CHATTY CAFÉ SCHEME - STANDARD TRADING CONDITIONS

1. General

- 1.1 THE CHATTY CAFÉ SCHEME CIC (“We” or “Us” or “Our”) operate the scheme known as Chatty Café (“The Chatty Café Scheme”) and in connection therewith conduct business with each customer (“You” or “Your”) only on these terms. These terms can only be varied in writing by Our authorised signatory. You have no authority to make or vary any of these terms without our prior written consent.
- 1.2 We and You may enter into further contractual arrangements to document the terms of our collaboration whose terms will supplement these standard trading conditions.
- 1.3 Headings are for reference only and shall have no effect on the construction of these conditions.

2. Warranty

- 2.1 You warrant and represent that by registering to join Us, You are offering to provide a table in your venue(s) to be designated as a ‘Chatty Café’ table to be used as a space for people to come together to help combat loneliness.
- 2.2 You agree to proactively support any Chatty Café volunteers who may come forward to help host the Chatty Café table, as far as reasonably practicable.

3. Recruiting and Training Volunteers

- 3.1 We shall have sole discretion as to the means, route and procedure for recruiting and providing training to Chatty Café volunteers to help host a Chatty Café table in your venue(s).
- 3.2 We shall, at our sole cost and expense, onboard Your member(s) of staff and/or volunteer(s) to ensure they are adequately prepared to set up and host Your Chatty Café table(s), which may include (without limitation) providing an induction and other on-going training, safeguarding training, carrying out ID checks and obtaining a reference.

4. Provision of Chatty Café Tables

- 4.1 We shall send, either by post or electronically, promotional material to each of Your venues that subscribe to The Chatty Café Scheme, including ‘Chatty Café’ table signage, posters, leaflets and other promotional materials, in reasonable quantities and in reasonable time.
- 4.2 You will ensure that the Chatty Café tables signs and posters (provided in the pack sent from Us to You), are displayed appropriately in your venue(s) whilst the relevant venue is a subscribed member of The Chatty Café Scheme.
- 4.3 Any other promotional costs or expenses incurred by You or on Your behalf in connection with your participation in The Chatty Café Scheme shall be solely borne and paid by You. You shall be responsible for any associated costs and expenses with the running and set up of Your Chatty Café tables.
- 4.4 We shall communicate with you periodically to ensure any issues or difficulties You experience can be highlighted and resolved in an appropriate manner.
- 4.5 You will make Your own arrangements to ensure the Chatty Café table, participants at the Chatty Café table and Chatty Café volunteers are in a safe and reasonably clean environment.
- 4.6 So far as reasonably practicable, the Chatty Café table will be located in a space that is accessible to those in a wheelchair.

5. Donations

- 5.1 We can retain all donations or benefits receivable from anyone in connection with the Chatty Café table in Your venue(s), including (without limitation)

from any fundraising activities in Your venue(s) specifically set up to raise money for The Chatty Café Scheme.

6. Relevant Information

- 6.1 You accept that we will liaise with the volunteers(s) and/or You, to provide Us with all information relating to the Chatty Café table which is appropriate for Us to know (including, without limitation, the number of people attending and other statistics reasonably requested). You will use your reasonable efforts to ensure that all information We receive is complete and accurate.

7. Intellectual Property

- 7.1 No interest in any intellectual property rights of any kind shall be transferred by Us or You by operation of these terms and We and You each agree that the other party owns and will retain all right, title and interest in and to its respective intellectual property (of any kind) and will own all goodwill arising from the use of its respective intellectual property (of any kind).
- 7.2 All intellectual property rights of any kind developed or created by either Us or You pursuant to Your participation in The Chatty Café Scheme shall be owned by the party who developed or created such rights (“Created IPR”).
- 7.3 Each of Us and You grant to the other a non-exclusive, royalty-free licence to use its Created IPR for the duration of Your participation in the Chatty Café Scheme solely to the extent necessary for Us and You (as the case may be) to exercise our respective rights and perform our respective obligations under these terms.
- 7.4 We grant You a non-exclusive, royalty-free licence to use Our intellectual property rights listed in the Schedule to these terms for the duration of Your participation in the Chatty Café Scheme and solely to the extent necessary for You to exercise Your rights and perform Your obligations under these terms.
- 7.5 Neither Us nor You shall be entitled to grant any sub-licence under these terms.
- 7.6 Each of Us and You has the sole right, in its discretion and at its expense, to file, prosecute and maintain applications and registrations for its respective intellectual property (of any kind).
- 7.7 Neither Us nor You shall do, nor omit to do, nor cause or permit to be done, any act that may adversely affect the value or reputation of any of the intellectual property of the other or the goodwill associated with them or with the other party, or that may invalidate or jeopardise any registration of, or application for, any of the other party’s intellectual property.
- 7.8 If You cease to be a subscriber to The Chatty Café Scheme for any reason, all licenses of intellectual property under these terms shall automatically cease and each party shall immediately cease to use the other party’s intellectual property and shall return any physical embodiment of the other party’s intellectual property (including any copies) in its possession or control to the other party.
- 7.9 Each of Us and You shall immediately give written notice to the other party of any actual, threatened or suspected infringement of the other party’s intellectual property used in connection with the Project of which it becomes aware.

8. Exclusions and Limitation of Liability

- 8.1 All conditions, warranties, covenants, undertakings or guarantees of any kind whatsoever (other than those expressly contained herein) express or implied whether by law or otherwise are hereby expressly excluded, subject to any applicable legislation which cannot be excluded, but only to the minimum extent provided by that legislation. Nothing in these terms reduces Our rights or increases Our liability under that legislation.
- 8.2 We shall have no liability for:

- 8.2.1 not recruiting a volunteer(s) to help host a Chatty Café table; or
- 8.2.2 any accidents or incidents or other matters that occur whilst a Chatty Café volunteer is hosting a Chatty Café table.

- 8.3 In no circumstance shall we be liable for Your loss of profits, loss of sales, loss of business, loss of goodwill or reputation, third party claims or pure economic loss (in each case whether direct or indirect) or consequential or indirect losses, howsoever caused.
- 8.4 You shall at all times during Your participation in The Chatty Café Scheme maintain appropriate public liability insurance.
- 8.5 Our aggregate liability (whether in contract, tort or statutory duty) under these terms (whether caused by negligence or otherwise) shall not exceed the Fees paid under these terms during the most recent twelve (12) month period.
- 8.6 In any event, under no circumstances shall We be liable to pay compensation for loss of income, business profits, utility, market opportunity, wasted expense or consequential or indirect losses howsoever caused.
- 8.7 We are not in the business of giving advice and, therefore, in any event shall not be liable for any claim alleging that We have given incorrect advice or information.
- 8.8 Nothing in these terms limits any liability that cannot legally be limited.
- 8.9 Nothing in these terms will limit or exclude any liability for fraud.
- 8.10 This clause shall survive termination of your participation in The Chatty Café Scheme.

9. Force Majeure

- 9.1 We shall not be liable for claims in circumstances of force majeure, i.e. where We are obstructed in or prevented from performing Our obligations by reason of factors beyond Our practical control, including (without limitation) unavailability of volunteers or participants at the Chatty Café table.

10. Marketing

- 10.1 You will not bring The Chatty Café Scheme into disrepute, including (without limitation) through the use of social media, or other internet sites.
- 10.2 You will not provide a false or misleading statement, declaration, document, record or claim in respect of The Chatty Café Scheme, its volunteers, employees or The Chatty Café Scheme Directors.
- 10.3 You will not do, nor omit to do, nor cause or permit to be done, any act that may adversely affect the reputation of The Chatty Café Scheme, Our trade marks and other intellectual property and any associated goodwill.

11. Fees

- 11.1 You shall pay Us a fee of £30 in respect of each of Your venues that participate in the Chatty Café Scheme for every 12 months payable in advance (the “Fee”).
12. We shall be entitled to review the Fee from time to time and shall notify You of any changes to the Fee in advance of the next annual Fee payment by You.

13. Indemnity

- 13.1 You will indemnify and hold Us harmless against any and all third party claims or action for any liability, damages, loss, costs or expense which arise out of or in connection with Your breach of Your obligations under these terms.

14. No Partnership or Agency

- 14.1 We and You are each acting on its own behalf and not for the benefit of any other person.

14.2 The relationship between Us and You shall be that of independent contractors, and these terms shall create no relationship of joint ventures, partners, employment or principal and agent between Us and You.

14.3 Neither Us nor You has the right or authority to create any obligation expressed or implied on behalf of the other party, or to bind the other party.

15. Inadequacy of damages

15.1 Without prejudice to any other rights or remedies that either Us or You may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of these terms by the other party.

15.2 Accordingly, each of Us and You may be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these terms.

16. Confidentiality and announcement

16.1 Each party shall keep the other party's confidential information confidential and, save as required to be disclosed by applicable law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, shall not use or disclose any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with these terms.

16.2 Unless otherwise agreed in writing by Us and You, neither Us nor You shall make, or permit any person to make, any public announcement, communication or circular concerning the existence, subject matter of these terms, the wider transactions contemplated by them, or the relationship between the Us and You.

16.3 This clause shall survive termination of your participation in The Chatty Café Scheme.

17. Governing Law

17.1 These terms and any dispute or claim arising out of, or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

18. Entire Agreement

18.1 Subject to clause 1.2 of these terms, these terms comprise the entire agreement between Us and You, unless otherwise stated.

