

Local Welcome standard terms and conditions

Reviewed March 2022

1. Definitions and interpretation

1.1 In these terms and conditions, the following expressions shall have the meaning hereby assigned to them:

"Application" means the Local Welcome online application or website;

"Conditions" means these terms and conditions as amended from time to time in accordance with Clause 11;

"Confidential Information" has the meaning given to it in Clause 8;

"Consideration" means £6 per Order;

"Contract" means the contract between Local Welcome and the Participant for the supply of Services in accordance with these Conditions;

"Cooking Equipment" means the necessary equipment provided by Local Welcome in order to facilitate the Local Welcome Event;

"DBS Check" means a disclosure and barring service check;

"Deliverables" means the following:

- a) Cooking Equipment;
- b) Food; and
- c) Venue;

"Event Date" means the date of the Local Welcome Event as agreed between the Parties;

"Food" means the necessary ingredients provided by Local Welcome in order to facilitate the Local Welcome Event;

"Group" means a number of Members and Leaders who choose to attend Local Welcome Events held at the same Venue.

"Leader" means a person who purchases Services from Local Welcome in accordance with Clause 7;

"Local Welcome" means Local Welcome, an unincorporated charity of Unit A, 82 James Carter Road, Mildenhall Industrial Estate, Suffolk, IP28 7DE;

"Local Welcome Event" means the events which Local Welcome organises as part of the Services under the Contract;

"Member" means the person who purchases Services from Local Welcome, in accordance with Clause 6;

"Membership Payment" has the meaning given in Clause 6.1.4;

"Order" means the Participant's order for Services;

"Participant" means either a Member or a Leader, as the context requires;

"Participant Default" has the meaning given to it in Clause 5.2;

"Parties" means Local Welcome and the Participant, each being a **"Party"**;

"Payment" means a Leader Payment or a Member Payment, as the context requires;

"Related Parties" has the meaning given in Clause 8;

"Services" means the services supplied by Local Welcome to the Member which may include but are not limited to: (a) the organisation of attendees at the Local Welcome Event; and (b) provision of the Deliverables;

"VAT" means value added tax; and

"Venue" means the chosen venue for the Local Welcome Event, which may vary, and which has been assessed by Local Welcome to be capable of hosting a Local Welcome Event safely, securely and comfortably.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email.

2. Terms and conditions

2.1 These Conditions govern the arrangement between you (as a Participant) and Local Welcome in relation to the Services.

2.2 These Conditions should be read in conjunction with the Local Welcome Data Privacy Policy, which can be accessed at:

<https://www.localwelcome.org/privacy-policy>.

2.3 In signing up through the Application, you agree and acknowledge that you are bound by these Conditions and the obligations contained therein insofar as they are applicable to your role as either a Member or a Leader.

3. Basis of contract

3.1 The Order constitutes an offer by the Participant to purchase Services in accordance with these Conditions.

3.2 The Order shall only be deemed to be accepted after:

3.2.1 Local Welcome accepts the Order via the Application; and

3.2.2 Payment has been received by Local Welcome in accordance with Clause 6 or Clause 7 (as applicable) of these Conditions,

at which point and on which date the Contract shall come into existence.

3.3 Any samples, drawings, descriptive matter or advertising issued by Local Welcome, and any descriptions or illustrations contained in the Application or Local Welcome's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual form.

4. Supply of services

4.1 These Conditions apply to the Contract to the exclusion of any other terms that the Participant seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.2 Local Welcome shall supply the Services to the Participant.

4.3 Local Welcome shall provide Event Dates for the Participant once the Group that the Participant belongs to has met certain criteria as determined by Local Welcome. These criteria include but are not limited to: a) the Group has a sufficient number of Members; b) the Group has a sufficient number of Leaders; and c) the Group has a Venue. Local Welcome shall notify a Group's Participants in writing when the Group has met all of the criteria such that Event Dates can be provided. No Services shall be supplied before this date.

4.4 Local Welcome shall use all reasonable endeavours to supply the Services on the Event Date.

4.5 Local Welcome reserves the right to cancel an Event Date at any time. If an Event Date is cancelled the Participant is not entitled to a refund of the Consideration.

4.6 Local Welcome reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. To the extent, in Local Welcome's view, that any amendment would materially affect the nature or quality of the Services, they shall notify the Participant accordingly.

5. Participant's obligations

5.1 The Participant shall:

5.1.1 ensure that the terms of the Order and any other information provided are complete and accurate;

5.1.2 co-operate with Local Welcome in all matters relating to the Services; and

5.1.3 provide Local Welcome with such information and materials as Local Welcome may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

5.2 If Local Welcome's performance of any obligations under the Contract is prevented or delayed by any act or omission by the Participant or failure by the Participant to perform any relevant obligation ("**Participant Default**"):

5.2.1 without limited or affecting any other right or remedy available to it, Local Welcome shall have the right to suspend performance of the Services until the Participant remedies the Participant Default,

and to rely on the Participant Default to relieve it from the performance of any of its obligations in each case to the extent to Participant Default prevents or delays Local Welcome's performance of any of its obligations;

5.2.2 Local Welcome shall not be liable for any costs or losses sustained or incurred by the Participant arising directly or indirectly from Local Welcome's failure or delay to perform any of its obligations as set out in this Clause; and

5.2.3 The Participant shall reimburse Local Welcome on written demand for any costs or losses sustained or incurred by Local Welcome, arising directly or indirectly from the Participant Default.

6. Member payments and commitments

6.1 Members shall make payments and commit to Orders as follows:

6.1.1 the Member shall sign up to a monthly rolling subscription for Orders and membership with a bank card;

6.1.2 the Member can cancel their monthly subscription at any time through notice in writing to Local Welcome;

6.1.4 the Member shall be charged on a monthly basis the Consideration for the Services ("**Membership Payment**");

6.1.5 all amounts payable by the Member in respect of an Order and membership are inclusive of amounts in respect of VAT chargeable from time to time; and

6.1.6 all amounts due in respect of an Order shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), once a payment is made the Member is not entitled to a refund (unless there has been a payment which Local Welcome agrees was in error); and

6.1.7 if a Member Payment fails for any reason, Local Welcome will notify the Member and the Member will have 14 days from the date of notification to make the payment, failure to do so will result in the Member becoming a 'lapsed' Member which means such persons' subscription is cancelled and that person may no longer place Orders unless Local Welcome agrees otherwise.

7. Leader payments and commitments

7.1 Leaders shall undertake a DBS Check, make payments and commit to Orders as follows:

7.1.1 the Leader shall sign up to a monthly rolling subscription for Orders and membership with a bank card;

7.1.2 the Leader must undertake a DBS Check and provide the results to Local Welcome, and in the event that such person fails the DBS Check then they will not be permitted to continue as a Leader and any payments they have made will not be refunded;

7.1.3 the Leader shall be charged on a monthly basis the Consideration for the Services ("**Membership Payment**");

7.1.4 the Leader can cancel their monthly subscription at any time through notice in writing to Local Welcome;

7.1.5 all amounts payable by the Leader in respect of an Order are inclusive of amounts in respect of VAT chargeable from time to time; and

7.1.6 all amounts due in respect of an Order shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), once a payment is made the Leader is not entitled to a refund (unless there has been a payment which Local Welcome agrees was in error); and

7.1.7 if a Leader Payment fails for any reason, Local Welcome will notify the Leader and the Leader will have 14 days from the date of notification to make the payment, failure to do so will result in the Leader becoming a 'lapsed' Leader which means such persons' subscription is cancelled and that person may no longer place Orders unless Local Welcome agrees otherwise.

8. Confidentiality and publicity

8.1 Except as permitted by Clause 8.3, below each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall, and (where relevant) shall procure that its officers, employees, advisers and agents and, in the case of Local Welcome, such third party as it agrees to work with as part of its objectives (its "**Related Parties**") shall, keep confidential and not disclose to any person whatever, or use or exploit for its or their own purposes, any of the confidential information of the other party. For the purposes of Clauses 7 and 8, "**Confidential Information**" shall include:

8.1.1 information of whatever nature concerning the finances, assets, liabilities, dealings, transactions, know-how, members, suppliers, processes or affairs of the other party;

8.1.2 any information which is expressly indicated to be confidential or is imparted by one party to the other in circumstances importing an obligation of confidence; and

8.1.3 and which any party may from time to time receive or obtain (in whatever form) as a result of entering into, or performing its obligations pursuant to, this Contract or otherwise.

8.2 The consent referred to in Clause 8.1 shall not be required for disclosure by a party of any Confidential Information:

8.2.1 to its Related Parties to the extent required to enable such party to carry out its obligations under this Clause and who shall be

required by such party to observe the same restrictions on the use of the relevant information as are contained in this Clause 8;

8.2.2 to its professional advisers who are bound to such party by a duty of confidence which applies to any information disclosed;

8.2.3 to the extent required by applicable law or by the regulations of any stock exchange or regulatory or supervisory authority to which such party is subject or pursuant to any order of court or other competent authority or tribunal;

8.2.4 to the extent that the relevant Confidential Information is in the public domain otherwise than by breach of this Contract by such party;

8.2.5 which is disclosed to such party by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or

8.2.6 which that party can prove that it lawfully possessed prior to obtaining it from the other.

8.3 Local Welcome may use information about the other party and its project in its publicity and promotional material at any time, including after this agreement has ended provided that such use could not reasonably be considered to be materially detrimental to the other party, and provided it is in accordance with the Local Welcome Data Privacy Policy.

9. Notices

Notice under this agreement may be sent by email, phone call or via the Application, subject to confirmation of receipt by the receiving Party.

10. Limitation of liability

10.1 Local Welcome, its officers, employees, volunteers and agents shall have no liability to you in respect of any actual or expected loss of profits,

loss of revenue, loss of goodwill, loss of opportunity, or loss of business, increased costs or expenses, or special, indirect or consequential loss of any type. For the avoidance of doubt, such loss includes both direct and indirect loss.

10.2 The aggregate liability of Local Welcome, its officers, employees, volunteers and agents to the other Party arising out of any act, omission, event or circumstance or series of acts, omissions, events or circumstances relating to this Contract or with respect to the matters contemplated herein shall in no circumstances exceed an amount equivalent to such amount paid to Local Welcome by the other Party pursuant to this Contract (and in the event that no such payment is made or payable, such amount shall be deemed to be zero). No interest payable in connection with this Contract shall be taken into account when determining whether this figure has been reached.

10.3 With the exception of the right of the Local Welcome's officers, employees, volunteers and agents to enforce the terms contained in this Clause, no term of this Contract is enforceable under the Contract (Right of Third Parties) Act 1999 by a person who is not a Party to the Contract. For the avoidance of doubt, the parties to this Contract may by written agreement rescind or vary any term of this Contract without the consent of the Local Welcome's officers, employees, volunteers and agents.

11. Assignment and variation

11.1 Neither Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose in any manner whatsoever of the benefit of this Contract or sub-contract or delegate its performance under this Contract without the prior written consent of the other(s).

11.2 Local Welcome is entitled to vary these Conditions from time to time as it sees fit. Variation may be done by updating these Conditions in

writing and uploading to the Local Welcome website. The expression "variation" includes any variation, supplement, deletion or replacement.

12. No partnership

Nothing in this Contract or in any document referred to in it or any arrangement contemplated by it shall constitute any of the parties a partner of any other nor shall the execution, completion and implementation of this Contract confer on any Party any power to bind or impose any obligations to any third parties on any other Party or to pledge the credit of any other Party.

13. Entire agreement and counterparts

13.1 If any provision or part of this Contract is void or unenforceable due to any applicable law, it shall be deemed to be deleted and the remaining provisions of this Contract shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum deletion necessary to make it valid, legal and enforceable.

13.2 Each Party confirms on behalf of itself and its group undertakings that this Contract, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

14. Termination

Without affecting any other right or remedy available to it, Local Welcome may terminate the Contract at any point by giving the Participant written notice (which, for the avoidance of doubt, includes notice by email).

The Participant may terminate the Contract any point, by giving written notice (which, for the avoidance of doubt, includes notice by email).

15. Force majeure

Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

16. Third party rights

16.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17. Governing law and jurisdiction

17.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 Each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Contract or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims). Each Party irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.