

STREETS AHEAD PROGRAMME TERMS AND CONDITIONS

1. WHAT THESE TERMS COVER

- 1.1 These terms (the "**Terms**") set out the terms and conditions of the McCain Streets Ahead Programme (the "**Programme**").
- 1.2 You should read these Terms carefully before applying to take part in the Programme, as by submitting an application to the Programme you are confirming that you accept these Terms and that you will comply with them.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are **MCCAIN FOODS (G.B.) LIMITED**, a company registered in England and Wales under company number 00733218, and our registered office is at Havers Hill, Eastfield, Scarborough, N. Yorks., YO11 3BS. Our registered VAT number is GB 167323854 ("**McCain**", "**we**", "**us**").
- 2.2 If you have any questions about these Terms and/or the Programme, you can contact us by telephone or by writing to us at streets.ahead@omne.agency

3. THE MCCAIN STREETS AHEAD PROGRAMME

- 3.1 **The Programme is made up of a number of different stages. These can be summarised as follows:**

3.1.1 Stage 1 – KERB Classroom

All successful applicants ("Participants") will initially be invited to take part in the stage 1 KERB Classroom.

3.1.2 Stage 2 – Immersion Days

Those Participants who successfully complete the stage 1 KERB Classroom by the relevant deadline will be invited to apply to take part in the Stage 2 Immersion Days.

3.1.3 Stage 3 – Business Grant Pitch

All Participants who successfully complete the stage 2 Immersion Days will then be invited to apply to take part in the stage 3 Business Grant Pitch.

- 3.2 **Further details on how to apply, eligibility criteria, the basis of selection and what each stage of the Programme entails is more fully detailed below.**

4. MAKING AN APPLICATION

- 4.1 You can apply to take part in the Programme on our website at www.mccainfoodservice.co.uk/streets-ahead. There is a limit of one application per person. Any applications submitted on behalf of another person will not be accepted.
- 4.2 To make an application, no purchase is necessary and there is no charge to use our website.
- 4.3 Applications open from 09:00hrs on 27.06.2022 and can be made up until 23.59 on 31.12.2022 ("**Closing Date**"). Any application received by us after the Closing Date (whether or not they were sent before) will be void and your application will not be accepted or considered. In making an application, you confirm that you meet the relevant eligibility criteria.

4.4 Once we received your application we will send you an email acknowledgement within 5 working days to the email address you provided when making your application.

4.5 All notifications sent under these Terms will be to the email address you confirm as part of your application, unless you ask us to use a different address.

5. SELECTING PARTICIPANTS TO TAKE PART IN THE PROGRAMME

5.1 Following application, we will review the applications received. Applications will be reviewed in the order in which they were received by us.

5.2 Applications will be reviewed in order to confirm the following:

5.2.1 the applicant is 18 years old or over;

5.2.2 the applicant is not an employee, family member, agent or third party of McCain or any other affiliate or company directly associated with delivery of the Programme;

5.2.3 the applicant is a resident in the United Kingdom (excluding Northern Ireland);

5.2.4 the applicant is referred by a UK charity;

5.2.5 the applicant has not started their own street food business in the last 5 years; and

5.3 Applicants who successfully satisfy the Eligibility Criteria will then be subject to a basic background check ("**Background Check**"). The Background Check will include an extensive press/media analysis on a local, regional and international level for anything published that may be of concern or interest and a Web search, social media and web footprint analysis to assess any issues that may cause an issue in relation to personal or professional integrity. The Background Check will be used to ensure that no issues or information comes to light which could give rise to reasonable concerns around the applicant's involvement in the Programme (for example, their involvement potentially attracting adverse publicity for McCain or any other affiliate or company associated with the Programme).

5.4 We will, at our absolute discretion, select up to [115] applicants onto the Programme. Successful applicants will be selected on a first come first served basis, subject to them successfully meeting the Eligibility Criteria and passing the Background Check. All successful applicants will be invited to participate in the **stage 1 KERB Classroom**.

5.5 All unsuccessful applicants will be notified that they will not be invited to take part in the Programme.

6. STAGE 1: KERB CLASSROOM COURSE

6.1 The KERB Classroom Course (the "**Course**") is an online educational programme that aims to help street food entrepreneurs to start up their street food business. The Course is delivered on our behalf by our partner KERB Food Limited, a social enterprise (as of May 2022) that focuses on helping people to start their own street food business. It is incorporated in England and Wales under company number 08466040, and its registered office is at Clere House, 3 Chapel Place, London, EC2A 3DQ ("**KERB**").

6.2 The length of the Course is approximately 40 hours in total and all Participants are encouraged to complete the entire Course over a maximum of 8 weeks (recommended completing approximately 5 hours each week). The deadline for completing the Course will be confirmed to all Participants invited to take part in this stage of the Programme.

6.3 Further details of the Course can be found at our websites:

6.3.1 www.mccainfoodservice.co.uk

6.3.2 www.kerbfood.com

6.4 An allocated caseworker from the Participant's UK registered charity may assist Participants during the Course.

6.5 A certificate will be awarded to all Participants who successfully complete the Course by the confirmed deadline date.

6.6 **STAGE 2: IMMERSION DAYS**

6.7 All Participants who successfully complete the Course and receive confirmation of doing so by KERB, will be eligible to then apply for Stage 2 of the Programme, McCain's Immersion Days.

6.8 Eligible Participants must apply to the Immersion Days by emailing streets.ahead@omne.agency. Further details on the information Participants will be required to provide when applying to take part in the Immersion Days, is set out at Annex 1.

6.9 We will select up to 45 Participants from those who apply to attend our Immersion Days, which will be held between July & December 2022 at Seven Dials in London.

6.10 The Immersion Days aim to give the Participants a chance to see how the content they have learnt on the Course will apply to real street food businesses. This will also include a tour of Seven Dials in London (the home of KERB), time at a market overseeing a full trading day, as well as information sessions from the Head of Food and other members of staff from KERB.

6.11 Applicants will be able to claim expenses of up to £100 each per immersion day. These expenses can be managed through KERB and the charity contact

6.12 **STAGE 3: BUSINESS GRANT PITCH**

6.13 All Participants who successfully attend our Stage 2 Immersion Days will then become eligible to take part in Stage 3 Business Grant Pitch. Successful attendance will be deemed as those who attend the whole day from approximately 9am until 5pm.

6.14 This stage provides an opportunity for Participants to put together a business case for their street food business, and pitch this to our judging panel. KERB (acting on our behalf) will assist each Participant to put together their business case and prepare for their pitch.

6.15 Our judging panel will, at its absolute discretion, select up to [10] business cases and award these a business grant of up to £10,000 each. The criteria used to select successful Participants at this stage for the award of a business grant will be confirmed in advance of the pitches being scheduled.

6.16 The business grants will be awarded at our sole discretion. The decision of the panel of judges (acting reasonably) will be final and no correspondence or discussion will be entered into.

6.17 We will contact the successful Participants personally as soon as practicable after the panel has reached their decisions, using the contact information the successful Participants have previously provided to us (please keep all such information up to date).

6.18 The Participants awarded a business grant ("**Grant Recipient**") must use the Grant only for the purpose of their winning business case. The business grant must not be used for any other purpose without our prior written agreement. All business grants are non-transferable.

6.19 McCain (including its employees, agents or affiliates) is not responsible for any taxes which may be imposed or levied upon a business grant awarded under the Programme.

To the extent applicable, Grant Recipients are wholly responsible for ensuring that receipt of the business grant is declared to all relevant tax authorities.

- 6.20 The business grant may be withdrawn by written notice if, in the opinion of McCain acting in good faith, the Grant Recipient fails to comply with the obligations set out in these Terms. This includes, but is not limited to, McCain being satisfied that for the period prior to, and up until the award of the business grant, the Grant Recipient has met the Eligibility Criteria. Withdrawal of the business grant shall take effect from the date of the written notice, and the affected Participant may be required to repay all or part of the business grant awarded.
- 6.21 We will publish information relating to the award of business grants on our website. Information will be limited to surnames, county of residence and non-commercially sensitive information relating to Grant Recipient's business case. If you object to any or all of your surname, county and details of your business case being made available on our website, please contact us at streets.ahead@omne.agency. In such circumstances, we may still be required to provide the information to relevant regulatory or legislative agencies.
- 6.22 We may, from time to time, and for a period of 2 years after you have left the Programme, ask you to:
- 6.22.1 be an ambassador for the Programme;
 - 6.22.2 to write a testimonial, which may be used in publicity material; and
 - 6.22.3 provide an update on how the Programme has impacted you and your business.

7. THE PARTY'S OBLIGATIONS

Our obligations

- 7.1** We will deliver the Programme in accordance with all applicable law, and with reasonable care and skill.
- 7.2** Expenses of up to £100 per applicant per day will be provided to cover the costs associated with the applicant attending the immersion day. These will be managed by KERB and the applicants contact at their charity.
- 7.3** We will use reasonable endeavours to follow the timescale of the Programme, but if circumstances so demand, we may shorten, extend, defer, modify or annul the Programme at any moment and we will inform you of these changes as soon as practicable.
- 7.4** In circumstances where: (i) an applicant withdraws their application; (ii) an applicant is unsuccessful on being invited onto the Programme; (iii) a Participant is unsuccessful in completing a relevant stage of the Programme; or (iv) a Participant withdraws from the Programme, then our obligations under these Terms will cease.

Your obligations

- 7.5** You are responsible for providing your own equipment and device and internet access to complete the online application and the Course.
- 7.6** Where applicable, you are responsible for ensuring that you are available to attend the Immersion Days and able to travel to our Headquarters in London on the dates specified. If you are not domiciled in the UK, it is your sole responsibility to ensure you hold valid passports, any necessary visas and travel documents to attend the Immersion Days.
- 7.7** You agree that you will:

- 7.7.1 provide accurate and complete registration information and always keep that information up to date; [and]
- 7.7.2 do your best to attend the Programme (whether physically or virtually) on time and learn to the best of your ability.

8. OUR RIGHT TO WITHDRAW YOU FROM THE PROGRAMME OR APPLICATION

- 8.1 We reserve all rights to withdraw you at any time from participating in the Programme or during the application process if:
 - 8.1.1 you do not fulfil your responsibilities set out in sections 6.6 to 6.13 above;
 - 8.1.2 you do not meet our Eligibility Criteria;
 - 8.1.3 we become aware or reasonable suspect that the information provided by you as part of your application or at any later stage of the Programme is incorrect and/or inaccurate;
 - 8.1.4 you act or behave in a way that causes or will likely cause reputable harm to us, any affiliate we work with and/or the Programme;
 - 8.1.5 you do not behave appropriately during the Programme or are abusive or offensive towards those individuals delivering the Programme;
 - 8.1.6 you do not follow the reasonable instructions of those individuals delivering or administering the Programme; [and]
 - 8.1.7 your conduct is otherwise contrary to the spirit or intention of the Programme.
- 8.2 You will be notified as soon as possible if we decide to withdraw you from the Programme for the reasons outlined above.

9. YOUR RIGHT TO WITHDRAW FROM THE PROGRAMME OR YOUR APPLICATION

- 9.1 **If you would like to withdraw an application before we have had an opportunity to consider it, please email us at streets.ahead@omne.agency**
- 9.2 **If after you have been accepted as a Participant of the Programme you would like to withdraw (including if you decide that you would not like to proceed to the next stage of the Programme for any reason), then we ask that you contact us as soon as possible by emailing us at streets.ahead@omne.agency. You do not need to provide us with any reason for withdrawing from the Programme, and you will not incur any costs in these circumstances.**

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 We are the owner or the licensee of all intellectual property rights in the Programme, including all related material. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 10.2 You confirm the following in relation to any business case you submit as part of the Programme:
 - 10.2.1 it is your own original work and does not breach any third party's intellectual property rights (for example, by including a company's trade mark without permission);
 - 10.2.2 it is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;

- 10.2.3 it can be submitted to us and used by you without breaching any contractual obligation to any person; and
 - 10.2.4 it does not contain anything which may be confidential or commercially sensitive to a third party.
- 10.3 We do not claim any rights of ownership in any business case you submit as part of the Programme. We will not use or copy your business case for any commercial purposes without your prior written consent.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.
- 11.2 We are not responsible for your business losses including any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

12. HOW WE USE YOUR PERSONAL INFORMATION

- 12.1 We will only process your personal information as set out in our [Privacy Policy](#).

13. CHANGES TO THESE TERMS AND THE PROGRAMME (INCLUDING CANCELLATION)

- 13.1 We reserve the right to hold void, suspend, cancel, or amend the Programme (of these Terms) at our discretion. This may be, for example, due to reasons outside of our reasonable control, to reflect changes in law or regulation, or to respond to changing operational processes adopted by us or the partner organisations we work with.
- 13.2 Wherever possible, if we need to make any changes to the Terms, or significant changes to the Programme (including cancellation of the Programme), we will always endeavour to provide you with reasonable notice.

14. OTHER IMPORTANT TERMS

- 14.1 Each section of these Terms operates separately. If any of these sections (or any part of any section) is found by any court or relevant authority to be unlawful or unenforceable, the other sections (or other parts of the section in question) shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.
- 14.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 14.3 We may perform any of our obligations or exercise any of our rights under these Terms ourselves or where applicable, through any other persons (legal or otherwise) or entities.
- 14.4 These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

14.5 These Terms are governed by English law. We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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.

[ANNEX 1]

Applicants will be required to provide details of any barriers they may have that will prevent them from being able to attend the immersion day so that every effort can be made by Streets Ahead to help them to be able to attend.

Expenses of up to £100 per day will be provided to cover the costs associated with the applicant attending the immersion day.

Applicants will be required to detail out any expenses they may incur in advance of attending the immersion day so that provisions can be made for applicants to receive these expenses before attending the day.