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Dated 13th August 2025

BRITISH HEART FOUNDATION

And

Londonist DMC LTD

PARTNERSHIP AGREEMENT

relating to BHF Hangers for Hearts

British Heart Foundation

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THIS AGREEMENT is dated: 13th August 2025

BETWEEN

(1) Londonist DMC Ltd a company registered in England and Wales (under company registration number 08392889 and whose registered office is 5 Great James Street, London, England, WC1N 3DB; ("**PARTNER**"); and

(2) British Heart Foundation ("BHF"), registered in England and Wales with Company No. 699547 and Registered Charity No. 225971 (England and Wales) and SC039426 (Scotland), whose registered office is at Greater London House, 180 Hampstead Road, London NW1 7AW ("**BHF**" or the **"Charity"**).

together the "parties".

BACKGROUND:

a. The Company is a student accommodation agency and wishes to engage the Charity to collect customers' items left on the branded **BHF Hangers** (the "**Donations**") from its locations/properties as part of the **Hangers for Hearts campaign** and the Parties will also each carry out ancillary services in relation to this Agreement (the "**Services**").

b. The Charity is the legal and beneficial owner of the Charity's name and logo as set out in Part 1 of Schedule 3 (the "**BHF Marks**") and the Company is the legal and beneficial owner of the Company Marks as set out in Part 2 of Schedule 3 (the "**Company Marks**").

c. The Parties wish to allow each other to use their individually owned names and trade marks in connection with this Agreement and on the terms and conditions set out in this Agreement.

In consideration of the mutual promises set out in this Agreement, the Parties agree as follows:

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1 DEFINITIONS

1.1 "Donations" shall include, but not be limited to, second hand clothing, accessories, such as handbags, hats and belts. Donated items left on the Hangers should not be ripped, damaged, soiled or wet as this prevents the Charity from being able to sell them. These products will be where possible sold on in BHF shops to raise funds for the charity and any items which cannot be sold in shops will be recycled through the rag trade or disposed of in a responsible manner.

1.2 "Donation Points" (which shall include internal donation boxes, donation wheeled bins, round fabric containers and donation rooms) shall mean suitable receptacles for deposit of Donations.

1.3 The Donation Points will be serviced by BHF personnel and vehicles, or those individuals and vehicles authorised or subcontracted by BHF.

1.4 "Hangers" shall mean hangers provided by the BHF to the Partner to collect Donations as part of the BHF's HANGERS FOR HEARTS campaign.

2 TERM

2.1 This Agreement shall commence on the …….. and shall continue in full force and effect until …….. *(12 months from the commencement date)* unless terminated early in accordance with Clause 10.

3 STANDARD TERMS

3.1 BHF will provide a maximum of 400 BHF HANGERS FOR HEARTS on a lease basis free of charge. Typically - ONE hanger per room. The HANGERS will remain the sole property of BHF and be of standard specification.

3.2 BHF will provide TWO donation points ('Donation Points') for your staff to store the Donations on a lease basis free of charge. The Donation Point(s) will remain the sole property of BHF and be of standard specification. BHF will replace Donation Points after significant wear and tear as agreed between the parties. BHF is not responsible for replacement Donation Points if damage is caused by the Partner or donors

3.3 The provision and placement of any additional HANGERS OR DONATION POINTS , including the allocation of any associated costs, shall be subject to mutual written agreement between the parties.

3.4 Donations should fit inside the Donation Point for Collection by BHF.

3.5 BHF shall deliver the HANGERS and DONATION POINTS to ONE central location for the Partner to distribute to the Partner properties, such location to be agreed in advance by the parties.

3.6 Hangers and Donation Points shall be BHF branded only and shall contain donation information specifying what kinds of Donations can be placed on the Hangers and/or inside the Donation Point.

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3.7 BHF shall provide the PARTNER with a list of items that cannot be placed on the Hangers or into Donation Points, or otherwise accepted as a Donation, under the Agreement. Should items be placed on the Hangers or in the Donation Point that are not included on the aforementioned list, which the BHF is unable to sell, or which do not meet our Safe & Sound policy, the BHF drivers reserve the right to leave these behind or bag up for the PARTNER to dispose of.

3.8 The parties acknowledge that Donations placed inside the Donation Points are intended as charitable donations to the BHF and constitute property of the BHF. The PARTNER shall ensure that items placed on the Hangers or in the Donation Points are retained for the BHF and shall not be distributed to any other party or charity and that no Donations are removed from the Hangers or the Donation Points in contravention of the terms of this agreement.

4 COLLECTIONS PROCESS

4.1 The PARTNER shall book Donation collections with BHF using the procedure set out in Appendix A. Ideally collections shall be for a minimum of 20+ bags.

4.2 BHF will use reasonable endeavours to ensure that collection from the Partner property shall be within 5 working days from the date requested.

4.3 BHF will collect the Donations that are suitable for reuse and provide collection staff and vehicles for the items collected.

4.4 BHF shall maintain in force a waste carrier licence; a store wide Health and Safety Policy; and a shop wide sorting, selection and price guide process.

4.5 The Partner shall ensure that its staff are aware of the arrangements for collection of Donations that are in place between the Partner and the Charity.

4.6 The Partner shall ensure that it provides an accessible and safe environment for the collection of the Donations by the BHF.

5 PROMOTIONS, BRANDING & INTELLECTUAL PROPERTY

5.1 BHF grants to the Partner, in connection with the Hangers for Hearts campaign and for the duration of the Term a non-exclusive, non-transferable licence to use the BHF mark as set out in Appendix B solely in connection with specific promotional activity for the Hangers for Hearts campaign including corporate and guest facing website, annual review and relevant guest facing materials, all of which must be approved in advance by BHF. This licence does not include regional or national TV advertising. BHF may authorise other specific usage subject to written approval.

5.2 The Partner grants to BHF, in connection with the Hangers for Hearts activity and for the duration of the Term a non-exclusive, non-transferable licence to use the Partner's mark as set out in Appendix B solely in connection with the promotional activity for the Hangers for Hearts including corporate and guest facing website, annual review and any other appropriate materials.

5.3 Each party shall adhere to the other party's brand guidelines as are in force from time to time.

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5.4 The parties shall use reasonable endeavours to agree the wording and content of press releases and the content of any other media coverage relating to the relationship between the Partner and BHF prior to publication of the same.

5.5 This Agreement shall not be sub-licensed or assigned or novated or dealt with in any other way by either Party to any third party without the express prior written authorisation of the other Party.

6 AUDIT AND REPORTING

6.2 The BHF will provide the Partner with quarterly statistics from Hangers for Hearts, including but not limited to the units booked in and sold in the period.

6.3 At the end of each financial year, an impact report will be provided to the Partner by the BHF detailing the Donations collected and its approximate equivalent cash value and how these funds could be used by the BHF to fund its work.

7 ASSISTANCE AND COOPERATION

7.2 Each party undertakes to co-operate in good faith with the other to facilitate the performance of the Agreement.

7.3 The Partner and the BHF shall each perform their respective obligations under the Agreement in a proper and professional manner.

7.4 Nothing in this clause shall interfere with the right of each party to arrange its affairs in whatever manner it considers proper in order to perform its obligations under the Agreement.

7.5 Each party shall provide the other with such information as the other may from time to time reasonably request in connection with the proper performance of its obligations under the Agreement.

7.6 The Partner and the BHF shall each appoint a key contact and the key contacts shall keep each other informed on a frequent and regular basis as to all matters relevant to the performance of the terms of the Agreement.

7.7 Each party undertakes to maintain in force with a reputable insurance company adequate insurance policies having regard to their obligations under this Agreement.

8 VARIATIONS

8.1 Any variation to these terms and conditions must be agreed between the Partner and BHF in writing.

9 DATA PROTECTION

9.2 The parties shall comply with their obligations under all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation, any data protection legislation from time to time in force in the UK including, but not limited to, (i) the Data Protection Act 2018 or any successor legislation, (ii) the Retained

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Regulation (EU) 2016/679 ('UK GDPR') pursuant to section 3 of the European Union (Withdrawal) Act 2018 (EUWA) GDPR, and (iii) Privacy in Electronic Communications Regulation 2003. Any data protection terms in this clause 9 shall have the meaning ascribed to them by the UK GDPR.

9.3 The parties intend that no personal data shall be shared under this Agreement. In the event that personal data is shared, the parties agree that the processing operations under the Agreement shall be documented and conform to the description set out in **Appendix C** of this Agreement.

9.4 If PARTNER processes or receives or otherwise has access to Charity personal data, Charity is the data controller and PARTNER is the data processor.

9.5 PARTNER agrees that:

9.5.1 it shall have and shall maintain appropriate technical and organisational measures to meet the requirements of applicable data protection legislation; and

9.5.2 comply with its obligations and the requirements set out under Article 28(3) of the GDPR.

10 TERMINATION

10.2 The Partner may terminate this Agreement by service of notice in writing on BHF if BHF commits a material breach of this Agreement and such breach (if capable of remedy) has not been remedied within 30 days of receiving written notification of such breach from the Partner.

10.3 BHF may terminate this Agreement by service of notice in writing on the Partner if the Partner commits a material breach of this Agreement and such breach (if capable of remedy) has not been remedied within 30 days of receiving written notification of such breach from BHF.

10.4 If a party suffers an insolvency event ('Insolvent Party') the other party may by serving written notice on the Insolvent Party terminate the Agreement and on service of such notice the Agreement shall forthwith cease and determine.

10.5 The Agreement may be terminated at any time, by either party, giving three months written notice of termination.

10.6 Upon termination of this Agreement the Partner shall permit BHF to collect all items collected from the BHF Hangers on an agreed date. The Partner will also permit BHF to collect all BHF Hangers and Donation Points.

11 ANTI BRIBERY

11.2 The parties shall (and shall procure that any third party it appoints to assist pursuant to this Agreement):

11.2.1 comply with all applicable laws, statutes, regulations, and codes of practice relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

11.2.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the

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Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

11.2.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

11.3 Breach of this clause shall be deemed a material breach of this Agreement.

12 ETHICAL CONDUCT

12.2 The parties shall, and shall procure that all associates and sub-contractors shall, at all times:

12.2.1 comply with all applicable laws, statutes, regulations and codes of practice relating to the detection and prevention of slavery and human trafficking, including the Modern Slavery Act 2015 (the "Anti-slavery Requirements");

12.2.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Code of Practice, the Anti-bribery Requirements and the Anti-slavery Requirements and will enforce them where appropriate;

12.2.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement and/or any other breach or suspected breach of the Anti-bribery Requirements or the Anti-slavery Requirements;

12.3 Any breach of clause shall be a material breach of this Agreement.

13 PROTECTIVE COVENANTS

13.2 The Partner warrants that it:

13.2.1 shall not at any time make any untrue, misleading or disparaging statements in relation to BHF, any member of the BHF's group or any of its or their employees or officers;

13.2.2 is not directly or indirectly involved in the production, marketing or sale of tobacco products (other than an insignificant or de minimis part) in any country ("Restricted Business");

13.2.3 does not derive its income (other than an insignificant or de minimis part) from acting as the main or a significant advisor or consultant to a business that produces, markets or sells tobacco products in any country ("Restricted Activity"); and

13.2.4 does not have at the Commencement Date nor will they have during the life of this Agreement any commercial relationship with, nor sponsorship, support or other contact or arrangement with any individual, entity, organisation or brand owner that:

13.2.4.1 is a Restricted Business; or
13.2.4.2 carries out any Restricted Activity; or
13.2.4.3 is an extreme animal rights organisation; or

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13.2.4.4 is in the BHF's reasonable opinion otherwise incompatible with its charitable heart health aims and objectives.

13.3 Any breach of this warranty shall be an irremediable material breach of this Agreement.

14 CONFIDENTIALITY

The parties shall observe confidentiality regarding this Agreement and the business affairs of the other Party and shall not disclose any confidential information to any third party unless required to do so by law or in order to give effect to this Agreement, and shall ensure that their respective officers and employees are bound by equivalent obligations of confidentiality for a period of five years from the date of this Agreement, save where disclosure of any confidential information is required by law.

15 LIABILITY

Each party's total liability to the other parties to this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited to a maximum aggregate amount of £10,000, save that each party (the "**Indemnifying Party**") shall indemnify and hold the other party (the "**Indemnified Party**") harmless from and against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest and penalties) and legal and other professional costs, expenses and disbursements on an indemnity basis suffered or incurred by the Indemnified Party arising out of or connected with any action, demand or claim by any third party against the Indemnified Party that its use of the Indemnifying Party's trade marks in accordance with this Agreement, or as otherwise permitted by the Indemnifying Party, infringes the intellectual property rights or any other rights of that third party.

16 GENERAL

16.2 Any notice to be served under this Agreement shall be in writing sent by first class post or email to the business postal address or email address of the other party's nominated executive during working hours between Monday and Friday and shall take effect 48 hours from posting if sent by post (provided that any such notice sent after 5 pm shall be deemed to have been posted on the next working day) and immediately if sent by email.

16.3 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

16.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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16.5 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

16.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.7 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by for and on behalf of Londonist DMC LTD)

DocuSigned by:
Umang Gandecha
D55851541D834B9...

Director

SIGNED by Karen O'Donoghue for and on behalf of **BRITISH HEART FOUNDATION**)

Head of Retail Partnerships

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APPENDIX A

Details of the collections arrangement

1. Central Drop-off Location

All donations collected by Londonist DMC should be held at the following central location: A01, LEYTON INDUSTRIAL VILLAGE, ARGALL AVENUE, LEYTON, LONDON, E10 7QP

2. Requesting a Collection

To arrange a collection, please email collection@bhf.org.uk copying in your BHF Account Manager.

In your email, confirm the number of bags ready for collection.

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APPENDIX B

Part 1: BHF Marks

1.1 The names British Heart Foundation and BHF; and

1.2 The mark:



1.3 BHF Logo must be used in conjunction with the BHF charity copyright line below:

British Heart Foundation is a registered charity in England and Wales (225971), Scotland (SC039426) and the Isle of Man (1295). A company limited by guarantee, registered in England and Wales (699547) and the Isle of Man (6201F). Registered office: Greater London House, 4th Floor, 180 Hampstead Road, London NW1 7AW

Part 2: Londonist DMC

INSERT COMPANY MARKS

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APPENDIX C

Personal Data

Part 1: Purposes

Not currently applicable

Part 2: Type

Not currently applicable

Part 3: Categories of Data Subject

Not currently applicable