

Food Donation and Collection Agreement

Definitions

Agreement: The terms and conditions of this agreement.

Charity: The charity (registered charity, C.I.C., or community project) that agrees to collect (either by itself or a third party) Food from the Donor and to which the Donor agrees to provide Food to, in accordance with the terms of this Agreement.

Donors: The individual or organisation that has agreed to donate food to the Charity in accordance with this Agreement.

Food: Food and drink as defined by the Food Safety Act 1990 that is donated to the Charity.

Plan Zheroes: Plan Zheroes - The Zero Food Waste Heroes C.I.O. Registered Charity no. 1154291

Volunteer Transporter: An individual or business that agrees to collect and deliver Food from a Donor to the Charity.

Agreement

1. Background

- a. Plan Zheroes has introduced the Donor and the Charity via its online portal with the aim of facilitating the donation by the Donor to the Charity of Food that would otherwise be thrown away.
- b. The Donor and the Charity recognise that Plan Zheroes is a third party that is acting as an introducer only and therefore is not party to this Agreement.
- c. The Donor wishes to donate Food to the Charity and the Charity wishes to collect (either by itself or a third party) Food from the Donor in order to use the Food as part of its charitable objectives.
- d. This Agreement sets out the terms and conditions that the parties shall be bound by in relation to the Donor donating Food to the Charity and the Charity collecting (either by itself or a third party) and using the Food.

2. Collection of Food by the Charity or Volunteer Transporters or delivery of Food by the Donor

- a. Unless otherwise agreed, the Charity (or a third party on behalf of the Charity) shall collect the Food from the Donor at the time (or within the time period) and the address as specified by the Donor. Where agreed between the Donor and the Charity, the Donor may deliver Food to the Charity at a place and time to be agreed between the Donor and the Charity.
- b. The Donor shall ensure that the Charity, Volunteer Transporter or other third party acting on behalf of the Charity has suitable access to the Donor's or any relevant third parties' premises in order to examine and collect the Food.

- c. The Charity shall ensure that it (or any third party collecting the Food on behalf of the Charity) has a collection vehicle or method of collection that is suitable for the collection, storage, transportation and delivery of the Food (taking into account the nature of the Food being donated) and complies with best practice and all applicable laws relating to the same.
- d. The Charity shall be responsible for examining the Food at the point of collection or delivery (as applicable) to ensure that, as far as is reasonably assessable, the Food is within its use by dates and there is nothing within the donation that should not be provided to end recipients as part of the Charity's activities.

3. Transportation of Food

The Charity shall ensure that:

- a. transportation of all Food will be kept to a minimum;
- b. all collected non-frozen Food will be kept chilled at or below 8°C using either refrigerated transport or insulated containers and ice packs;
- c. where chilled facilities are not available, it will not keep any non-frozen Food at a temperature higher than 8°C for longer than 30 minutes; and
- d. all collected frozen Food will be kept frozen at or below -18°C using appropriate equipment.

4. Use of and disposing of Food

- a. Food donated to the Charity shall only be used:
 - i. on premises owned or managed by the Charity; and/or
 - ii. in designated soup runs/food distribution points.
- b. The Food may not be sold or exchanged for commercial purposes or used in any way other than in accordance with clause 4a above. For the avoidance of doubt, this shall not prohibit Charities from selling the Food where they are doing so on a not-for-profit basis.
- c. The Charity must dispose of any unused donated Food:
 - i. responsibly and in a safe manner; and
 - ii. in compliance with all relevant laws and best practice applicable to the food industry.
- d. When disposing of any Food donated by the Donor, the Charity shall remove all wrappers and packaging or anything that could identify the Food as originating from the Donor.

5. Risk

Risk and title in the Food shall pass to the Charity upon:

- a. collection of the Food from the Donor by, or on behalf of, the Charity; or
- b. delivery of the Food to the Charity by the Donor,

(as applicable).

6. Liability

- a. The Charity shall assume full liability for the Food upon collection of the Food from the relevant Donor or delivery of the Food to the Charity by the relevant Donor, Volunteer Transporter or other third party, except for any liability for harm, loss or damage arising out of or in connection with the preparation or storage of the Food by the Donor.
- b. The Donor shall have no liability in relation to the Food once it has been collected by the relevant Charity, Volunteer Transporter or other third party or once it has been delivered to the relevant Charity by the Donor, including liability arising from the future storage, distribution, preparation, use or disposal of the Food by the Charity or anyone acting on behalf of the Charity.
- c. The Donor shall at all times remain liable for any harm, loss or damage arising out of or in connection with the preparation or storage of the Food by the Donor.
- d. Nothing in this Agreement shall limit or exclude the liability of either party for:
 - i. death or personal injury resulting from negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. breach of section 2 of the Consumer Protection Act 1987; or
 - iv. any other liability that cannot be lawfully excluded.

7. Indemnity

The Charity shall indemnify the Donor against all claims, liabilities, costs, actions, proceedings or expenses incurred by the Donor arising out of, or in consequence of, any act, neglect or default of the Charity, its agents, employees or clients (including service users that consume the Food) in respect of the Charity's obligations under this Agreement, which shall include (but shall not be limited to) any claims, liabilities, costs, actions, proceedings or expenses arising out of or in connection with the Charity's (or any third party acting on behalf of the Charity) storage, distribution, preparation or use of the Food including any incident arising out of the Charity's failure to observe "use by" or "best before" dates in compliance with applicable law.

8. Warranties

- a. The Charity warrants that it:
 - i. and its operatives, employees, agents and sub-contractors have received the necessary training and are fully capable the relevant laws, regulations and guidance in the UK relating to food hygiene, food storage (including “use by” and “best before dates”) food distribution, food preparation and food disposal;
 - ii. shall have adequate, operating and suitably maintained vehicles, plant, machinery and equipment to adhere to the requirements of this Agreement and the legal requirements and best practice obligations required by the food industry in the collection, storage, distribution, preparation, use and disposal of the Food; and
 - iii. will comply with legal standards of hygiene in the handling, storage, distribution, preparation and serving of the Food and will observe good practice and comply with current legislation to ensure the Food remains safe for human consumption and compliant with all relevant legislation.

- b. The Donor warrants that:
 - i. the Food donated to the Charity in relation to this Agreement shall be fit for human consumption and in compliance with all relevant food hygiene standards and legislation at the point of delivery to the Charity by the Donor or collection by the relevant Charity, Volunteer Transporter (or third party acting on behalf of the Charity);
 - ii. it shall ensure that correct use by dates and allergen information is clearly stated on all Food that is donated to the Charity or the Charity shall be otherwise informed in writing of the use by dates of the Food and any allergen information; and
 - iii. all of its staff, contractors and agents that are involved in the preparation or handling of the Food have been appropriately trained in respect of food hygiene.

9. Term and Cancellation

- a. In consideration of the mutual rights and obligations of the parties under this Agreement, the parties agree that:
 - i. this Agreement shall commence when the Donor is notified of the Charity's acceptance of the Donor's donation; and
 - ii. this Agreement shall constitute a legally binding contract as between the parties.

- b. The Donor may cancel the donation at any time prior to collection of the Food by the Charity (or a third party on behalf of the Charity).

10. Governing Law and Jurisdiction

- a. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- b. The courts of England shall have exclusive jurisdiction in respect of any dispute arising under this Agreement.

11. Entire Agreement

- a. This Agreement constitutes the entire agreement between the Charity and the Donor and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. The Charity and the Donor agree that they 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.

12. General

- a. Amendments to this Agreement are permissible only by written agreement of the Charity and the Donor.
- b. This Agreement may not be assigned, novated or otherwise transferred by either party without the written consent of the other party.
- c. Each party shall process any personal data provided to it by the other party in accordance with the relevant data protection legislation and shall inform the other of any requests it receives by data subjects in respect of the relevant personal data.
- d. Subject to the parties entering into appropriate confidentiality agreements, the donor shall have the right to access the Charity's premises, personnel and relevant records to verify the Charity's compliance with this Agreement.
- e. A person who is not a party to this Agreement shall not have any rights to enforce its terms.