

Donor Agreement

IMPORTANT:

In order to have access to surplus food donations and for your profile on Plan Zheroes platform to be fully activated, it is crucial to **print** this agreement, **fill it in** and **return it signed** to the following address: info@planzheroes.org. If you have any question please do not hesitate to contact us.

Definitions:

- **Plan Zheroes** Plan Zheroes Surplus Food Campaign.
- **Charity** Named registered charity as detailed below.
- **Food** Food and drink as defined by the Food Safety Act 1990.
- **Donors** Food donors donating food to the Charity as envisaged in this agreement

This agreement is made on / / (dd/mm/yyyy).

The agreement is between Plan Zheroes and the following charity:

Name of food donor:

Address:

Name of primary contact:

Telephone number:

Email address:

Food Registration Number (FRN):

Agreement:

1. Background

It is important to Plan Zheroes that good food does not go to waste, so we inspire food donors (food retailers, caterers, restaurants, hotels etc.) to donate food that would otherwise be thrown away at the end of the day to reputable organisations. The food is donated so that the recipients may distribute it to those in genuine need. This agreement clarifies the conditions Plan Zheroes makes in linking food donors to recipients.

2. Diverting food

Plan Zheroes' primary objective is to identify and facilitate the links between food donors and recipients. The Donor acknowledges and agrees that Plan Zheroes will not be involved in the logistics of transporting food from donors to recipients, nor in the preparation or serving of food or any other operations of the recipients. Plan Zheroes does not take responsibility for any private arrangements or agreements made between food donors and recipients.

3. Transportation of food

The Donor will make arrangements with relevant recipients to ensure that there are clear responsibilities for transportation of food. The Donor's arrangements with recipients will ensure that:

- transportation of food will be kept to a minimum;
- all collected food will be kept chilled at or below 8°C using either refrigerated transport or insulated containers and ice packs;
- where chilled facilities are not available, it will not keep any food at any temperature warmer than 8°C for longer than 30 minutes.

4. Liability

Plan Zheroes accepts no liability in respect of food or food products whether in the possession and control of the Donor or relevant recipients.

The Donor acknowledges and agrees that in facilitating links between food donors and recipients, Plan Zheroes does not take on any relationship of agency, partnership, joint venture with or on behalf of either the Donor or any recipient.

The Donor undertakes that all food donated shall be fit for human consumption and in compliance with all relevant food hygiene standards and legislation at the point of transportation to or collection by recipients.

5. Indemnity

The Donor shall indemnify Plan Zheroes against all claims, liabilities, costs, actions, proceedings or expenses incurred by Plan Zheroes arising out of, or in consequence of, any act, neglect or default of the Donor, its agents or employees.

6. General

This Agreement shall be governed by English law. Amendments to this Agreement are permissible only by written agreement. This Agreement may not be assigned by the Donor.

Authorised signatories:

Plan Zheroes

	Signature
	Name
	Position
	Date

Donor
