

Charity 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 (C.I.O. Registered Charity no. 1154291)

Charity : Named of food receiver (registered charity, C.I.C., or community project) 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 Charity:

Address:

Name of primary contact:

Telephone number:

Email address:

Registered charity number:
(only if applicable)

Food Registration Number
(FRN)
(field not obligatory):

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 charities. The food is donated so that the charities may distribute it to those in genuine need. This agreement clarifies the conditions Plan Zheroes makes in linking donors to charities.

2. Diverting food

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

3. Transportation of food

The Charity will make arrangements with relevant donors to ensure that there are clear responsibilities for transportation of food. The Charity's arrangements with donors 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. Use of donated food

4.1 The Charity may make onward supply of the donated food only in accordance with its charitable objectives.

4.2 Such supply may take place only

4.2.1 On premises managed by the Charity or

4.2.2 During off-site supply operations direct to consumers and managed by the Charity or

4.2.3 To other non-profit making bodies sharing the charitable objectives of the Charity so long as that body agrees to be bound in turn by the requirements of paragraph 4.3 below

4.3 The donated food may not be directly charged for or exchanged for any other item. This does not prevent the Charity

4.3.1 Charging the consumer for services ancillary to such supply, so long as such charge is consistent with its charitable objectives, or

4.3.2 Soliciting donations from the consumer or another at the time of supply so long as those said donations are not obligatory or

4.3.3 Using the donated food as an ingredient in food that is prepared by the Charity for supply under paragraph 4.2 above

4.4 Donated food not supplied to consumers in accordance with the above paragraphs must be disposed of responsibly by the Charity after removal of packaging or anything that could identify the food as originating from a specific donor.

5. Liability

Plan Zheroes accepts no liability in respect of food or food products whether in the possession and control of the Charity or relevant donors. The Charity acknowledges and agrees that in facilitating links between donors and charities, Plan Zheroes does not take on any relationship of agency, partnership, joint venture with or on behalf of either donors or the Charity. The Charity undertakes that it will comply with legal standards of hygiene in the handling, storage, distribution, preparation and serving of products, and will observe good practice and current legislation to ensure the products supplied remain safe and legal. It will ensure that all staff involved in handling of products will be trained in food hygiene to a level commensurable with their duties as required by current legislation.

6. Indemnity

The Charity 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 Charity, its agents, employees or clients including service users consuming donated food.

7. 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 Charity. The signatory for the Charity must be of senior management level or a director.

Authorised signatories:

Plan Zheroes

Charity

	Signature
	Name
	Position
	Date
