Charity Agreement

In order for your profile on Plan Zheroes platform to be fully activated and to have access to surplus food donations, it is crucial that you read this Agreement and confirm you accept its terms and conditions.

Definitions

Agreement: The terms and conditions of this agreement.
Charity: Named charity (registered charity, C.I.C., or community project) as detailed below.
Donors: Food donors donating food to the Charity as envisaged in 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 which agrees to collect and deliver food from a Donor to the Charity.

Charity Name:

Charity Address:

Food Registration Number:

Primary Contact:

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 sets out the terms and conditions that the parties shall be bound by in relation to Plan Zheroes linking the Charity to Donors and the use by the Charity of the Food donated by the Donors.

2. Diverting Food

Plan Zheroes' primary objective is to identify and facilitate the links between donors and charities; however, the parties acknowledge that nothing in this Agreement shall oblige Plan Zheroes to link the Charity with any Donors. 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 serving of Food or any other operations of the Charity or the Donors. Plan Zheroes does not take responsibility for any private arrangements or agreements made between the relevant Donors and the Charity.

3. Food Donation and Collection Agreement

a. The Charity shall enter into a direct agreement with each Donor that it accepts a donation of Food from (the **Donation and Collection Agreement**). The Donation and Collection Agreement will set out the terms on which the Charity agrees to collect the Food (either by itself of a third party) and use the Food for its charitable objectives and on which the Donor shall donate Food to the Charity. The Donation and Collection Agreement shall be in the standard form as specified by Plan Zheroes on Plan Zheroes online portal (as may be varied from time to time by written notification to the Charity).

b. By accepting a Food donation from a Donor, the Charity shall be agreeing to be bound by the terms of the Donation and Collection Agreement with that Donor.

c. For the avoidance of doubt, Plan Zheroes shall not be a party to any Donation and Collection Agreements and shall not be liable for any loss or damage that arises in connection with any Donation and Collection Agreements.

4. Liability

a. Plan Zheroes accepts no liability in respect of the Food or any other donated items, whether in the possession and control of the Charity, relevant Donors or Volunteer Transporters.

b. The Charity acknowledges and agrees that in facilitating links between Donors and the Charity and entering into this Agreement with the Charity, Plan Zheroes does not take on any relationship of agency, partnership or joint venture with or on behalf of either the Charity or any Donors.

c. 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; or

iii. any other liability that cannot be lawfully excluded.

5. 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 that consume the Food), which shall include 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.

6. Term and Termination

a. In consideration of the mutual rights and obligations of the parties under this Agreement, the parties agree that this Agreement shall commence on the date of acceptance of this Agreement by the Charity and shall continue until it is terminated in accordance with its terms.

b. Where a party commits a material breach of this Agreement, the other party may terminate the Agreement immediately on notice.

c. This Agreement may be terminated at any time by either party by giving one month's written notice in writing to the other party.

7. 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.

8. Entire Agreement

a. This Agreement constitutes the entire agreement between the Charity and Plan Zheroes 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 Plan Zheroes 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.

9. General

a. Amendments to this Agreement are permissible only by written agreement of the Charity and Plan Zheroes.

b. This Agreement may not be assigned, novated or otherwise transferred by the Charity without the written consent of Plan Zheroes.

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. Plan Zheroes shall have the right to access the Charity's premises, personnel and relevant records to verify the Charity's compliance with this Agreement and the agreement between the Charity and the Donor.

e. A person who is not a party to this Agreement shall not have any rights to enforce its terms.

I confirm that I accept the terms and conditions of the Agreement and have the authority to accept this Agreement on behalf of the above named Charity.

☐ I accept this Agreement

The tick in the above box represents my authorised signature under s.7 of the Electronic Communications Act 2000, and the maker of this declaration does so with the properly given authority of the above named Charity.

☐ I accept Plan Zheroes' Terms and Conditions which can be found at https://planzheroes.org/#!/terms_and_conditions