



FOOD RECIPIENT AGREEMENT

Agreement between _____
located at _____ (**"Recipient"**) and **City Harvest**, UK registered charity no. 1163055, of Unit 8, Acton Park Industrial Estate, The Vale, London W3 7QE (**"City Harvest"**).

1. City Harvest collects surplus fresh and frozen food from donors including restaurants, grocers, manufacturers and wholesalers (**"Food"**) and makes deliveries of Food to organisations that serve meals to the hungry, such as Recipient.
2. This Agreement sets out the Terms and Conditions relating to the delivery of Food to Recipient, and Recipient's handling and use of Food.
3. This Agreement will commence as of the date signed below and will continue until terminated in accordance with the provisions of this Agreement.

Recipient Requirements

4. Recipient represents that it is an organisation that provides food to vulnerable and/or disadvantaged people.
5. If applicable, Recipient represents that it is registered as a food business with its local Environmental Health Office.
6. Recipient must comply with all legal standards of hygiene in the handling, storage, distribution, preparation and serving of Food, and will observe good practice and current legislation to ensure Food remains safe for consumption. Recipient will ensure that all staff involved in handling of Food are trained in food hygiene to a level commensurable with their duties as required by current legislation. Any supervisors or staff preparing Food must hold a Level 2 Certificate in Food Safety in Catering. Proof of this must be submitted to City Harvest prior to commencement of deliveries.

Supply of Food

7. City Harvest will only supply Food that is within its use-by date and is otherwise fit and wholesome to eat, in accordance with legally acceptable standards.
8. City Harvest represents that it has effective procedures in place for the security, receipt and storage of Food in order to meet food safety requirements as per current legislation.
9. Donations of Food will be allocated by City Harvest on the basis of (a) availability of Food; and (b) the need to distribute Food evenly among City Harvest's other Food recipients.
10. City Harvest offers no guarantee regarding the type or amount of Food that will be delivered. A high degree of flexibility is required to ensure that the partnership works effectively.

Use of Food by Recipient

11. Once received by Recipient, the Food becomes the sole property of Recipient, and City Harvest and its Food donors accept no liability in respect thereof. That includes and is not limited to injury, illness or any other adverse condition that might affect the end consumer.

12. Recipient undertakes that it will comply with all applicable legal standards in storing and using Food, including The Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013, and in accordance with manufacturer's instructions (if available). This includes the following requirements:

1. chilled & perishable Food must be consumed within the USE-BY date stated on the packaging
2. chilled Food must be kept refrigerated at a temperature of between 0C and 8C
3. frozen Food must be stored in a freezer with a temperature below -18C
4. frozen Food must be cooked and consumed immediately after defrosting

13. Food received by Recipient will be used exclusively for charitable purposes. It may not be sold, exchanged, given away or used in any other way. Recipient (and any organisations or projects with which it works) must not profit from Food or meals prepared from Food; to this end, no charge can be levied for Food. However, a

nominal charge may be levied by Recipient to cover the cost of preparation of Food for a meal. Food must not be exchanged or used in any other way.

14. Meals prepared from Food must be consumed on the registered premises of Recipient. Recipient must remove all branded packaging from Food before serving to its clients. All Food not used must be disposed of safely, after first removing wrappers and all other packaging with identifying marks. Notwithstanding the foregoing, if City Harvest has given its prior approval, Recipient may in some instances give its clients take-away parcels containing certain Food (“Parcels”). Recipient agrees that Parcels will 1) contain only as much Food as would be sufficient for immediate need, and 2) contain only ambient Food which does not require chilling.

15. Mobile food services, like any other Recipient project, must meet all the required criteria herein, plus specifically:

- a. Food must be served at a ‘site’ as opposed to being parcelled and intended for later consumption;
- b. The vehicle must be suitably equipped to meet all food safety requirements, particularly temperature control of foods, personal hygiene (hand wash facilities) and preventing physical contamination; and
- c. Recipient must provide City Harvest with all relevant information regarding the premises to which Food will be delivered and stored, where Food will be prepared and where Food will be served. Evidence of Environmental Health registration must be provided to City Harvest.

Monitoring of Projects

16. Recipient agrees to be subject to ongoing monitoring by City Harvest and/or its authorizing agents. Additionally, City Harvest shall be entitled to visit Recipient premises from time to time.

17. Recipient will send City Harvest a copy of any written notice requirement, written report or order received from a local enforcement officer (e.g. Environmental Health Officer) as soon as it is received, and Recipient will keep City Harvest informed of any developments regarding monitoring.

Indemnity

18. Recipient shall indemnify City Harvest and maintain sufficient and adequate insurance against all claims, liabilities, costs, actions, proceedings or expenses incurred against City Harvest arising out of, or in consequence of, Recipient failing to comply with the terms of this Agreement.

Alteration and Termination of Agreement

19. This Agreement may be terminated at any time by City Harvest or Recipient by giving a week’s notice in writing.

20. Amendments to this Agreement are permissible by written agreement between the signatories or their nominated successors. If either party wishes to make reasonable amendments to the terms of this Agreement, it shall notify the other who agrees to negotiate in good faith to agree to revised terms where possible.

AGREED TO AND ACCEPTED:

RECIPIENT: _____

Signature: _____

Name: _____

Position: _____

Date: _____

Email: _____

CITY HARVEST:

Signature: _____

Name: _____

Position: _____

Date: _____

Email: _____