



Agreement Form – Surplus Food Redistribution

Service Level Agreement between **Retailer*** and **Charity*** partner.

Aim: to collect fresh and ambient food that is for the recipient Charity to use.

Participating Store name: [Add store name here](#)

1. This Agreement sets out the Terms and Conditions relating to the supply of products from the named Retailer to the named Charity.
2. This agreement will commence on the date shown below and continue until agreed by either the Charity or Retail partner (see Section 17 of this Agreement).
3. The Retailer named herein will, as appropriate, maintain a file on the project, detailing all of the communications between the store and the recipient Charity.
4. **Supply of Food:** The Retailer named herein will supply food to the Charity which: distributes surplus food; or prepares meals or snacks for consumption on their premises only; or to be dispensed from mobile kitchens that are registered with the relevant local authority (i.e. Environmental Health Department).
5. The Retailer named herein will supply food free of charge that is not past its use-by-date. The following goods may be donated:

a. Grocery, including cans, packets and jars	d. Frozen foods
b. Pre-packed meat, fish and poultry	e. Produce
c. In-store bakery	f. Fresh foods
	g. Bought-in bread and cakes
	h. Add as appropriate

6. The following products **must not** be donated:

a. Pharmaceuticals/ home remedies/ baby food	c. Beers, wines and spirits
b. Any counter products that may have been opened e.g. delicatessen meat	d. Add as appropriate

7. The Retailer named herein will agree a time with the Charity when stock is available to collect. (*refer to the Summary Process sheet*)
8. Whilst every effort will be made by the Retailer to donate food on a daily basis, there is no guarantee regarding the type or amount of food which will be offered on the day of collection.

* Replace with names of Retailer and Charity as appropriate

9. For security reasons, all personnel from the recipient Charity must have identification on their person when making collections. Collections must be made from the stated collection point, unless agreed otherwise. All personnel from the Charity must stay with their collection vehicle unless invited into the store by a member of the Retailer management. This saves misunderstanding.
10. **Use of food by the recipient Charity:** All food once received becomes the property of the recipient Charity and the Retailer named herein accepts no liability in respect thereof.
11. The Charity will have effective procedures for the receipt, storage and security of food provided by the Retailer. Food donated by the Retailer will be used for charitable purposes and for the sole use of the receiving Charity. **It may not be sold, or given or used in any other way.**
12. The Charity undertakes to ensure that staff involved in handling food will be knowledgeable of food hygiene requirements. The Charity will comply with legally acceptable standards of hygiene and handling, storage and preparation and serving of meals, and in accordance with the manufacturer's instructions where available. This includes the following points:
 - a. Food must be consumed within the use-by date stated on the packaging with the exception of food which may be frozen (as stated on the packaging). Such food may be frozen on or before the use-by date for later use.
 - b. Such products which are frozen should be consumed within three months of freezing (or shorter where stated on the packaging).
 - c. Chilled food must be kept refrigerated.
 - d. Frozen food must be stored in a freezer.
 - e. Any food not used must be disposed of safely, after firstly removing wrappers and all other packaging identifying the manufacturer or supplier.
13. In the event of any food supplied by the Retailer being lost by the Charity (e.g. stolen) the Charity must inform the Retailer named herein immediately and confirm in writing and report the incident to the police.
14. **Monitoring:** The Charity agrees to be the subject of continuous monitoring by the Retailer or their authorised agents if required.
15. The Charity will send a copy of any written report or order received from a local enforcement officer (e.g. Environmental Health Officer) to the Retailer named herein as soon as it is received, and the Charity undertakes to keep the Retailer informed of any developments regarding any such report or order.

[Add Retailer Logo here]



16. **Indemnity:** The recipient Charity shall keep indemnified the Retailer against all claims, liabilities, costs, actions, proceedings or expenses incurred by the Retailer arising out of, or in consequence of the Charity failing to comply with the terms of the agreement
17. **Iteration and termination of the agreement:** This agreement may be terminated at any time by the Retailer or the Charity by giving a weeks' notice in writing. Amendments to this agreement are permissible by written agreement between the signatories or their nominated successors.

Signatures:

For on and behalf of the Retailer:

Retailer		Store Number	
Store Name		Tel / Mobile No.	
Manager's Name		E-mail Address	
Signature			Date

For on and behalf of the Charity:

Charity		Reg Charity No.	
Contact Name		Tel / Mobile No.	
Position		E-mail Address	
Address			
Signature			Date

Note:

1 copy retained by Retailer/Store

1 copy retained by Charity