**Terms and Conditions for Receiving Food**

**(‘the Recipient’) agrees that:**

1. The Recipient will receive food distributed by Satisfy on an ongoing basis, until terminated by either Satisfy or the Recipient.
2. The relationship can be terminated at any time, by Satisfy or the Recipient.

**Food safety and public liability**

1. While Satisfy will use its best endeavours to provide food free from any defect, neither Satisfy nor the original donor of the food provides any warranties or guarantees in relation to the food donated.
2. The Recipient acknowledges that donated food may contain allergens.
3. The Recipient is required to inspect the food on receipt and satisfy itself of its quality and fitness for consumption.
4. The Recipient releases both the original donor of the food and Satisfy from any liability resulting from the condition and/or consumption of the donated food and further agrees to indemnify and hold Satisfy and the original donor harmless against all and any claims howsoever arising out of or attributable to:
   1. The condition and/or consumption of the donated food; and
   2. any conduct on the part of Satisfy or the original donor; and
   3. any conduct on the part of any Satisfy personnel either employed by Satisfy or acting as volunteers for Satisfy in connection with the storage, transportation and use of the donated food.
5. The Recipient is the holder of a current Public Liability Insurance policy and will provide Satisfy with a copy of the policy wording and schedule should this be requested.
6. The Recipient will use the donated perishable food
7. Within 24 hours of receiving it if it is excess catering (for example, loose pies, donuts, pre-cooked food), or
8. By the marked Use By Date on food packaging for commercially pre-packed items, and will throughout that period ensure that perishable food is stored in a refrigerated storage facility which has a temperature of 4 degrees or less, and all other donated food is appropriately stored.
9. If donated food is pre-frozen or if the Recipient decides to freeze food, then it should be consumed (if bread or bakery item), reheated thoroughly before consumption (if ready meals) or cooked into meals (if any other food e.g. fresh produce) within 3 months of the receipt date marked on the item (or such other period as directed or labelled). The Recipient must continue to inspect the fresh and frozen food in this period to monitor its ongoing quality and fitness for consumption.

**Final food recipients**

1. The Recipient will not (without Satisfy's specific written permission) donate the food to other organisations. The Recipient will use the food to feed those it serves- i.e its clients.
2. The Recipient will not sell the food, or use the food to cater for fundraising events, even if the proceeds from sales and fundraising events are intended to be used for its own charitable purposes.
3. The Recipient must notify Satisfy within 24 hours of it becoming aware that food is at risk of not going to its intended recipients.
4. If Satisfy becomes aware of a risk that a Recipient’s food is not going to its intended recipients, Satisfy will use its best endeavours to contact the Recipient to resolve the issue. If the Recipient does not respond or is unable to resolve the issue, distributions to the Recipient will be temporarily suspended until the Recipient contacts Satisfy and/or resolves the matter to Satisfy’s satisfaction.

**Recipient’s service and facilities**

1. The Recipient agrees that Satisfy can inspect the facilities used to store or cook the food provided prior notice of at least one working day is given.

**Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (printed full name)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (position)**

**who is a duly authorised officer of the Recipient.**

**Witnessed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (printed full name)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (occupation)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address)**

**Satisfy Food Rescue**

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