

Terms and Conditions of The Towfood Community Larder (Members)

TowFood is a registered charity in England and Wales with registered charity number **TBA** ("TOWFOOD").

1) Definitions

a) Community Larder

A membership scheme operated by TOWFOOD, whereby members gain access to food provision and other services, usually on a weekly basis.

b) Member

An individual or family who have signed up to the Members' terms and conditions.

2) Membership Joining Criteria

- a) Membership of the TOWFOOD Community Larder is open to all, including volunteers of the charity.
- b) A Membership form **must** be completed (via the online membership platform/paper copy) before food is received. Alternatively, for anyone who may need support completing their membership form, this can be done via a representative of the Member's choice, on the day of a Larder.
- c) Members must not, under any circumstance, resell / re-distribute food or non-food items from the TOWFOOD Community Larder.

3) Membership

- a) There is an annual Joining fee of £10 per membership.
The joining fee will be payable with the first month's membership fee, following the cooling off period (see section 5).
- b) Membership Options (limited to two per household)
 - a. **Membership Option 1 – Subscribed**
 - i. **Up to 10 items for £4.00 per weekly session** (£17.50 per calendar month)
 - ii. **Up to 22 items £8.00 per weekly session** (£35 per calendar month)
 - iii. Access to local discounts where available.
 - b. **Membership Option 2 – Pay as You Go**
 - i. **Up to 10 items for £5**
 - ii. **Up to 22 items for £10**
 - iii. Access to local discounts where available.
- c) TOWFOOD Community Larder offers different categories of membership. A Member's choice of category upon joining will determine the fees the Member pays and restrictions that may apply to choices and benefits.
- d) A Member may apply to change to any other available membership category via the membership section of the TOWFOOD Community Larder website.

- e) TOWFOOD Community Larder may, from time to time, make changes to the entitlement of existing, or introduce new, categories of membership. A minimum of one month's notice will be given.
- f) The management shall be under no obligation to renew or extend an individual's membership but, in the event of such renewal or extension, the conditions set out in the terms shall continue to apply, except as expressly stated.
- g) TOWFOOD Community Larder reserves the right to amend membership fees with not less than 2 weeks' notice.
- h) It is a condition of membership that a Member's contact details are maintained accurately and up to date. Members are required to inform TOWFOOD Community Larder of any change of address, home, work, mobile telephone numbers or change of e-mail address.

4) Starting Your Membership

- a) Once the membership application has been completed, a Member is treated as having joined the TOWFOOD Community Larder and the Member is bound by these terms and payments will be paid by standing order from the 15th day after the completion of the application form (see cooling off period below).
- b) The management reserves the right to refuse an application of membership at their discretion.
- c) When a Member joins TOWFOOD Community Larder, they will need to make certain payments. The amount a Member pays will depend on their membership options. A Member cannot use TOWFOOD Community Larder until their application form has been completed.
- d) The Member is responsible for all fees associated with all their activity whilst using the membership.
- e) Membership is not transferable, and the Member's fee is non-refundable.

5) Cooling Off Period

- a) The cooling off period set out in this section applies only if a Member is a new Member (in other words, a Member who has not previously been registered with TOWFOOD Community Larder).
- b) After the Member has joined TOWFOOD Community Larder, they can cancel their membership within 14 days of joining. This is called the 'cooling off period'. If the Member chooses to cancel within these 14 days, the TOWFOOD Community Larder will cancel membership accordingly.
- c) If the Member wants to cancel their membership within the cooling off period, the Member needs to e-mail the membership administrator before the end of the 14-day period.
- d) Payment of fees will begin on the 15th day after completing the application form, by standing order.

6) Payments

- a) Members, with the exception of supported (discretionary) Members, will be required to pay the joining fee upon completing the TOWFOOD Community Larder membership form.
- b) JustGiving can be used for payments (these funds go directly to SOFEA, our food provider).
<https://www.justgiving.com/fundraising/Miranda-wixon>

- c) Subscribed members: Please pay by <https://www.justgiving.com/fundraising/Miranda-wixon> where possible by 1st of the month
Monthly cash payments can be made at the first larder session of the month.
- d) Pay as You Go members: Please pay the weekly fee in cash directly to the Community Larder administrator on each visit. If you would prefer to pay by JustGiving please ensure payment is made (using your name so we can track payment) by 6pm the day prior to you home larder session.
- e) During the lifetime of the membership, Members must pay their membership fees whether they use the services or not (unless Members have suspended/frozen their membership).

7) Failed Payments

If a Member does not pay their monthly membership fee by Standing Order because: i) There is not enough money available in the Member's Bank Account, or ii) The Member has cancelled their Standing Order without giving TOWFOOD Community Larder notice required:-

- a) TOWFOOD Community Larder will ask the Member to make the payment by other forms
- b) The Member will have 14 days to settle the outstanding amount, after which time their membership will be suspended.
- c) If the Member has cancelled their standing order without giving TOWFOOD Community Larder notice, membership will be suspended. Membership may be cancelled from the end of that calendar month. The Member will be required to pay any monthly membership fees due up to that point.
- d) Should the Member's standing order fail twice within a 12-month period, TOWFOOD Community Larder reserves the right to charge a fee of £3.00 to cover administration costs. The fee may be levied on the second failure and every time thereafter.

8) Membership Cards

- a) Membership cards will allow members access to TOWFOOD Community Larder and receive discounts at partnering businesses. Membership cards must be carried at all times when using the facilities.
- b) A charge of **£5.00** is payable for the issue of replacement cards, whether lost or damaged.

9) Termination and Suspension of Membership

Termination by TOWFOOD Community Larder

- a) TOWFOOD Community Larder may terminate a Member's membership immediately and without payment of a refund, if:
 - The Member or the Member's guests, commit a serious or repeated breach of these terms or the rules.
 - The behaviour or conduct of the Member, or the Member's guests, is reasonably deemed by TOWFOOD Community Larder to be improper or likely to endanger the welfare, safety, or good reputation of TOWFOOD Community Larder.
 - TOWFOOD Community Larder becomes aware of (or has reasonable grounds to suspect) any facts or circumstances (whether current or in the past) in relation to

any Member and reasonably believes there may be a risk (to any degree) to any staff or other Member or their property.

- Any part of the Member's membership fee remains unpaid 30 days after its due date
- The Member provides materially false or misleading details when applying for membership.
- The Member is discovered to be reselling any Food and Non-Food items received from the Community Larder.

- b) If TOWFOOD Community Larder terminates the Member's membership for any of these reasons, the member will be informed in writing and the Member will be required to pay the membership fees for the due notice period.

Termination by the Member

TOWFOOD Community Larder may, in its reasonable discretion, agree to terminate the Member's membership if the Member suffers a medical condition that has a substantial and long-term adverse effect on their ability to continue with their usual usage of TOWFOOD Community Larder's benefits facilities, or is unable to continue membership for another reason. TOWFOOD Community Larder may require reasonable evidence of the Member or via the Partnering Organisation.

Notice to Terminate

- a) After the 14 day cooling off period, a Member may terminate their membership of TOWFOOD Community Larder by giving TOWFOOD Community Larder at least one complete calendar months' written notice, upon completing a cancellation form (which can be obtained from the Community Larder Team). The Member must contact the membership manager who will advise them of the last day of their membership and when the final membership payment will be collected.
- b) The Member must send their notice to terminate in writing/e-mail to the Membership Manager, including the completion of a Cancellation Form. A Member cancelling their Standing Order instruction for the payment of their subscription is not sufficient.
- c) Having sent in their notice to cancel, TOWFOOD Community Larder will send the Member an acknowledgement letter/e-mail to confirm the date that the Member's membership will end. If the Member does not receive this acknowledgment within 10 working days, the Member must assume TOWFOOD Community Larder has not received the Member's termination notice.
- d) When the Member's membership ends, and TOWFOOD Community Larder has received the final payment from the Member, the Member is responsible for cancelling their Standing Order instruction. The Member must not cancel their Standing Order prior to making any final payments. If a Member leaves a balance outstanding, TOWFOOD Community Larder will contact the Member.

10) Suspension (Freezing) of Membership

- a) During the Member's active term, TOWFOOD Community Larder may (at its reasonable discretion) permit the Member's membership to be suspended (i.e. "put on hold" or "frozen") if the Member suffers a medical condition, and or a crisis likely to preclude the Member from using the membership.
- b) A Member may suspend their membership for between two months and 1 year.
- c) If a Member wants to suspend their membership, they must request this in writing to the Membership Manager and provide one month's notice.
- d) TOWFOOD Community Larder cannot backdate a suspended period and will not refund any monthly fees the Member paid before the agreement was suspended.
- e) No subscription or membership fees will be payable while the Member's membership is suspended.
- f) Suspending a Member's membership is not the same as cancelling it. To cancel a Member's membership, the Member must follow the paragraph above entitled "Notice to Terminate".
- g) The Member will not be allowed to use TOWFOOD Community Larder benefits while their membership is suspended unless a guest fee has been paid.
- h) Upon unsuspending their membership, the relevant current membership fees when re-instating the membership time will apply to the Member's account.

11) Usage

- a) Members will only be permitted to take items and utilise benefits of a TOWFOOD Community Larder provided their membership is current and fully paid up, or payment arrangements acceptable to TOWFOOD Community Larder have been made.
- b) The Member is aware that it is the responsibility of the Member to check all packaging of food. All food available to Members using TOWFOOD Community Larder will always be displayed with appropriately with an ingredients label, with the exception of fresh fruit and vegetables.
- c) The Community Larder will operate at least once a week in each location.
- d) The Community Larder cannot guarantee availability of the range and type of items available each week.

12) Rules & Regulations

- a) Members should be respectful to the staff and other Members at all times.

13) Refunds Policy

- a) Members pay monthly in advance for the TOWFOOD Community Larder. Failure to attend or not sending an approved designated collector is the responsibility of the Member. Failure to do this will not action a refund.
- b) Membership is non-refundable and is not limited to just the weekly food.
- c) Payment will commence after the initial 14 day cooling off period ends.
- d) Requests to refund in part or in whole a membership fee should be made via the website or in writing to: team@towfood.org.uk

14) Notices

Communications from Members

Notices from TOWFOOD Community Larder Members must be in writing, including email to team@towfood.org.uk

Communications from TOWFOOD Community Larder

- a) Notices from TOWFOOD Community Larder to (primary) Members must be in writing, including email, and addressed to their address in the membership records and delivered.
- b) TOWFOOD Community Larder will post news and information pertinent to the operation of TOWFOOD Community Larder on the TOWFOOD Community Larders website and social media platforms.
- c) TOWFOOD Community Larder will use e-mail bulletins and Newsletters to update Members of important news or events at the TOWFOOD Community Larder.

15) TOWFOOD Community Larder Health and Safety

Responsibilities

- a) It is the duty of a Member to report any accident or injury suffered at the TOWFOOD Community Larder, as soon as possible, to the host of the Larder and, in any event, within 48 hours from the time of the incident.
- b) TOWFOOD Community Larders are not liable for any accident or injury occurring within the premises of a TOWFOOD Community Larder, not relating directly to food, marketing materials and storage. Any such incident directly relating to food provided by TOWFOOD must be forwarded to TOWFOOD directly at team@towfood.org.uk
- c) TOWFOOD retains responsibility for matters relating to fees, membership and food provided by TOWFOOD.
- d) A Member understands and agrees that it is a condition of these terms that all rules and any verbal instructions as set out in these terms and provided by the TOWFOOD Community Larder are complied with at all times.
- e) Members should bring their own bag for transporting their selected items.

Compliance

- a) Where chilled food is received it should be in a fridge within 15 minutes of distribution from a TOWFOOD Community Larder.
- b) Food is for the consumption of the Member and their family only.
- c) Food must not be resold or redistributed under any circumstance.
- d) Members must check the labelling for ingredients for any food provided by TOWFOOD to satisfy themselves that it meets their dietary requirements.
- e) Food items may be bundled together or be limited to one item per membership and the member must abide by any such restrictions.
- f) High value items may occasionally be available for purchase separately for the listed price at the larders

- g) Where a delivery service has been requested and agreed between the Member and the Community Larder the Member agrees to accept the items selected on their behalf. Every effort will be made to match dietary preferences but cannot be guaranteed. Only ambient items, including fruit and vegetables are permitted for delivery. To access the chilled products members need to visit the Larder during a session.

Indemnity and Limitation of Liability

TOWFOOD Community Larder and its employees/volunteers shall be under no liability in respect of injury to a Member or their visitors caused by negligence or recklessness of a Member of any participants or guests of the member, volunteers are the sole responsibility of the partnering organisation. Any accident, incident or loss of theft or damage is the responsibility of the facility provider.

16) Privacy Policy

- a) TOWFOOD Community Larder complies with the General Data Protection Regulations 2018 (“GDPR”) and it shall be acting as a Data Processor and Controller under these Terms pursuant to the definition in the DPA.
- b) Under the GDPR, the TOWFOOD Community Larder may hold personal data with the permission of the Member including photos of individual Members for a lawful and specified purpose and will only use it for that purpose in relation to The Membership.
- c) The TOWFOOD Community Larder acts as the Data Processor and Controller and shall only process data as instructed by a Member. Data is collected purely for administrative purposes, communications about the TOWFOOD Community Larder activities and to review the standard of the services provided (the “Specified Purpose”) and to monitor information.
- d) TOWFOOD Community Larder has put the appropriate security measures in place to ensure personal data is protected as well as ensuring that personal data held on a database will not be held for longer than is necessary. If any of the information we hold about a Member is inaccurate, the TOWFOOD Community Larder will do its best to correct it quickly once the Member notifies. For any questions regarding data protection please contact the Data Protection Officer at TOWFOOD via the website.
- e) Please note that the TOWFOOD website or the Community Larder website is subject to an additional and separate privacy policy which Members will accept when using the TOWFOOD website. Members should check these pages from time to time to ensure that they are happy with any changes. The full Privacy Policy is available upon request for all Members.
- f) Members are within their rights and choice to opt out of receiving information and news regarding the TOWFOOD Community Larder.
- g) Members are permitted in accordance with GDPR to request what information and data is held on them by writing to the TOWFOOD Data Protection Officer, who must process in accordance with GDPR requests within 4 weeks.

17) Third Party Information Sharing

Members’ personal data will not be shared overseas or with third parties, without prior permission from the Member. We do not share such information.

18) Food and Non-Food Items and Wrap Around Services

- a) Members of the TOWFOOD Community Larder must agree to look after the food correctly and store safely.
- b) Members must agree to the terms of their membership and shall not take more than their allocation of food.
- c) Members shall not cause confrontation with volunteers. Any Members breaching this may have their membership terminated without warning.
- d) Members must not resell any food and non-food Items under any circumstance.
- e) The Members are aware that ALL food and non-food Items should be checked for dietary requirements and it is the responsibility of the Member to check all packaging accordingly.
- f) Food items may be bundled together or be limited to one item per membership and the member must abide by any such restrictions.

19) Miscellaneous

- a) Delivery: We offer a delivery service where possible, if members are unable to attend a larder session. We are unable to deliver chilled items.
- b) Force Majeure. The TOWFOOD Community Larder will not be deemed to be in breach of these Terms by reason of any delay or failure to perform in accordance with these Terms, if such delay or failure is due to any cause beyond the TOWFOOD Community Larder's reasonable control.
- c) Variation. Except as set out in these Terms, no variation of the Terms, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- d) Governing law. The Terms, 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 law of England and Wales.
- e) Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation.
- f) Entire Agreement. The Terms including any booking forms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.