



Agreement and Waiver for Liability: GAIL's Food Donations to Charity

This is an Agreement and Waiver for Liability, which we have created for our charity partners (each the "Recipient"), in order to act as terms and conditions for food donations from GAIL's Bakery. It assumes the Recipient takes responsibility for safe handling of GAIL's food once the food is taken from GAIL's and, therefore, this Agreement acts as a Waiver for Liability for GAIL's. Every charity recipient is responsible for communicating our terms with their volunteers.

1. The Agreement and Waiver for Liability

On signing this agreement, the Recipient agrees to adhere to:-

(a) the food and drink regulations defined by the Food Hygiene (England) Regulations 2013 and Food Safety Act 1990 (as amended, extended or re-enacted from time to time. <https://www.food.gov.uk/about-us/key-regulations#food-safety-act-1990>)

(b) GAIL's Food Donations Principles and Food Collection Guidelines set out below.

2. Making good food go further

We do our best to bake only what we will sell, but often it's not possible to manage this exactly. Our ambition is to donate food surplus to local charities seven nights a week, when we have leftover food in our bakeries. Local charities are defined as organisations, not individuals.

3. Food Collection Guidelines

Do

- Agree collection date and volunteer name(s) with GAIL's via breadheads@gailsbread.co.uk
- Collect food 5 - 10 minutes after the bakery closes – PLEASE arrive only AFTER closing to allow our staff to organise their closing responsibilities without disruption
- Bring your own bags/packaging - do not use GAIL's bags or boxes
- Only collect the following food: pastries, breads, muffins, cookies or cakes (non-refrigerated), sweets and pre-packed salad pots
- Pre-packed salad pots will have been kept chilled until collection. Every effort should be taken to keep the products cool until issued to the recipient, within 2 hours would be our recommendation and certainly not after 4 hours out of a chilled environment or when it has passed its use by date.
- Check product allergens on our website and ensure you have up to date allergen information for the recipient: www.gailsbread.co.uk/allergens

Don't

- Do not arrive without notifying of a collection – all pickups must be pre-agreed
- Do not use GAIL's packaging
- Do not resell GAIL's food
- Do not take food for personal gain
- Do not take any of the following food: sandwiches, quiche, sausage rolls, yoghurt, carrot cake, drinks (to avoid food & safety violations)

4. GAIL's Food Donation Principles

- We want to help feed more people who might not otherwise have enough to eat
- We want to help raise the profile of our local charities for their own benefit in the community and may share their stories with our customers
- We are happy for our charity partners to share the fact that we donate food with them in any media

5. Liability and Indemnity

5.1 GAIL's accepts no liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement or any food donated save that GAIL's liability shall not

exclude any liability that cannot be excluded by law.

5.2 The Recipient shall indemnify GAIL's against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all professional costs and expenses) suffered by GAIL's arising out of or in connection with the Recipients (or the Recipient's agent) storage and or use of the food donated by GAIL's including the passing on of all allergen information.

6. Termination

In the event that the Recipient is in breach of any of the terms of this Agreement, GAIL's has the right to terminate this Agreement with immediate effect.

This agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts. This Agreement contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements relating to the subject matter hereof.

CHARITY RECIPIENT (CHARITY INFORMATION)

Name of Charity	
Primary Contact	
Telephone Number	
Email	
Collecting From	
Days of collection	

I confirm acceptance of these terms and conditions for and on behalf of the Recipient and confirm I am duly authorised by the Recipient to do so.

Name	
Signature	
Witness Address	
Date	

GAIL's REPRESENTATIVE

Employee Name	
Employee Signature	
Bakery Name	
Date	

GAIL's refers to not just Gails Limited but all Gail's Group companies. "Group" means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

GAIL's contact details: GAIL's Bakery, 4-6 Seymour Place, London W1H 7NA.
Tel: 0207625 0060. breadheads@gailsbread.co.uk