

# Terms and Conditions of The Community Larder “Powered by SOFEA” (Members)

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SOFEA is a registered charity in England and Wales with registered charity number 1155783 (“SOFEA”).

SOFEA powers its Community Larders through partner organisations (“Partnering Organisation”).

SOFEA will be responsible for providing food to the Partnering Organisation’s location at the agreed time and will manage memberships.

The Partnering Organisation will be responsible for the distribution of food to Members, and for the Members’ health and safety and safeguarding while they are in attendance at the Larder.

## 1) Definitions

### a) Community Larder

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

### b) Partnering Organisation

The organisation which hosts the physical Larder and provides other services.

### c) Member

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

### d) CRM

The membership management system used by SOFEA to manage Community Larder membership, known as ‘SHEEP’.

### e) Operations Manual (Power of Choice)

The manual, including appendices, setting out the operation of SOFEA’s Community Larder.

## 2) Membership Joining Criteria

- Membership to the SOFEA Community Larder is open to all.
- A Membership form **must** be completed via the online membership platform 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.
- Members must not, under any circumstance, resell / re distribute food or non-food items from the SOFEA Community Larder.

## Membership Types and Categories

- a) Membership types and categories can be requested by contacting SOFEA [communitylarder@sofea.uk.com](mailto:communitylarder@sofea.uk.com) or telephone 01235 510774.

There is a one off annual Joining fee of £10 per membership.

The joining fee will be collected with the first month's membership fee, following the cooling off period. Membership for the SOFEA Community Larders runs for 48 weeks of the year.

- **Individual Membership**

- **Tier 1 £3.50 per week (£14 per month)**

- Up to 14 items of food, including ambient, chilled plus fruit and vegetables when available.
- Access to local discounts
- Access to the Little Larder Club
- Support in accessing financial savings through utility companies

- **Family Membership**

- **Tier 1 £7.00 per week (£28 per month)**

- Up to 28 items of food, including ambient, chilled plus fruit and vegetables when available.
- Access to local discounts
- Access to the Little Larder Club
- Support in accessing financial savings through utility companies

Membership is limited to one per person, with a maximum of 2 memberships per household.

- b) SOFEA 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.
- c) A Member may apply to change to any other available membership category by giving notice in writing to SOFEA Community Larder, 1E Trident Business Park, Didcot, Oxfordshire, OX11 7HJ.
- d) SOFEA 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.
- e) 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.
- f) SOFEA Community Larder reserves the right to amend membership fees with not less than 2 weeks' notice.
- g) It is a condition of membership that a Member's contact details are maintained accurately and up to date. Members are required to inform SOFEA Community Larder of any change of address, home, work, mobile telephone numbers or change of e-mail address.

### **Starting Your Membership**

- a) Once the membership application form has been completed, a Member is treated as having joined the SOFEA Community Larder and the Member is bound by these terms and payments will be taken via direct debit from the 15<sup>th</sup> 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 SOFEA Community Larder, they will need to make certain payments. The amount a Member pays will depend on their membership options. A Member cannot use SOFEA 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.

### **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 SOFEA Community Larder).
- b) After the Member has joined SOFEA 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 SOFEA Community Larder will cancel membership accordingly.
- c) If the Member wants to cancel their membership within the cooling off period, the Member needs to write or e-mail the membership administrator before the end of the 14-day period.
- d) Payment of fees will begin on the 15<sup>th</sup> day after completing the application form, by direct debit\*

### **3) Linked Members**

- a) **Linked Members, including their designated persons named on membership for collection and / or dependent children aged 16 or over, must reside at the same address as the primary Member and or be named as one of 3 accepted persons upon application.**

### **4) Payments**

- a) Members, with the exception of supported (discretionary) Members, will be required to pay the joining fee upon joining SOFEA Community Larder. The next payment will be calculated and debited. Members will be required to make all future monthly payments by direct debit\*
- b) 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).

### **Payment Failure**

- a) If a Member does not pay their monthly membership fee because:
  - The account details the Member gave the SOFEA Community Larder for the direct debit are wrong; or
  - There is not enough money available in the Member's Bank account; or
  - The Member has cancelled their direct debit without giving SOFEA Community Larder notice required.
- b) SOFEA Community Larder will ask the Member to make the payment by other forms, and for the Member to give SOFEA Community Larder their correct bank details.
- c) The Member will have 14 days to settle the outstanding amount, after which time their membership will be suspended.
- d) If the Member has cancelled their direct debit without giving SOFEA 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.
- e) Should the Member's direct debit fail twice within a 12-month period, SOFEA Community Larder reserves the right to charge a fee to cover administration costs. The fee may be levied on the second failure and every time thereafter.

### **5) Membership Cards**

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

### **6) Termination and Suspension of Membership**

#### **Termination by SOFEA Community Larder**

- a) SOFEA 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 SOFEA Community Larder or via the Partnering Organisation to be improper or likely to endanger the welfare, safety, or good reputation of SOFEA Community Larder.
  - SOFEA Community Larder or the Partnering Organisation 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 SOFEA Community Larder terminates the Member's membership for any of these reasons, the Member will be required to pay the membership fees for the due notice period.

### **Termination by the Member**

SOFEA 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 SOFEA Community Larder's benefits facilities, or is unable to continue membership for another reason. SOFEA 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 SOFEA Community Larder by giving SOFEA 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 **direct debit instruction for the payment of their subscription is not sufficient.**
- c) Having sent in their notice to cancel, SOFEA 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 SOFEA Community Larder has not received the Member's termination notice.
- d) When the Member's membership ends, and SOFEA Community Larder has taken the final payment from the member, the Member is responsible for cancelling their direct debit instruction. If the Member does this before their membership has ended, SOFEA Community Larder may not be able to collect any remaining payments the Member owes, and SOFEA Community Larder will contact the Member.

## **7) Suspension (Freezing) of Membership**

- a) During the Member's active term, SOFEA Community Larder may (in 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 and provide 1-month's notice.
- d) SOFEA 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 payment will be collected 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 SOFEA 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.

## **8) Usage**

- a) Members will only be permitted to take items and utilise benefits of a SOFEA Community Larder provided their membership is current and fully paid up, or payment arrangements acceptable to SOFEA 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 SOFEA Community Larder will always be displayed with appropriately with an ingredients label.

## **9) Rules & Regulations**

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

## **10) Refunds Policy**

- a) Members pay 4 weekly (monthly) in advance for the SOFEA 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 in writing to:  
[communitylarder@sofea.uk.com](mailto:communitylarder@sofea.uk.com)

## 11) Notices

### Communications from Members

Notices from SOFEA Community Larder Members must be in writing, including email to [communitylarder@sofea.uk.com](mailto:communitylarder@sofea.uk.com)

### Communications from SOFEA Community Larder

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

## 12) SOFEA Community Larder Health and Safety

### Responsibilities

- a) It is the duty of a Member to report any accident or injury suffered at the SOFEA Community Larder, as soon as possible, to the Partnering Organisation (host of the larder) and, in any event, within 48 hours from the time of the incident.
- b) SOFEA Community Larders are not liable for any accident or injury occurring within the premises of a SOFEA Community Larder, not relating directly to food, marketing materials and storage. Any such incident directly relating to food provided by SOFEA must be forwarded to SOFEA directly at [communitylarder@sofea.uk.com](mailto:communitylarder@sofea.uk.com)
- c) SOFEA retains responsibility for matters relating to fees, membership and food provided by SOFEA.
- 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 SOFEA Community Larder are complied with at all times.

### Compliance

- Where chilled food is received it should be in a fridge within 15 minutes of distribution from a SOFEA Community Larder
- Food is for the consumption of the Member and their family only
- Food must not be resold or redistributed under any circumstance
- Members must check the labelling for ingredients for any food provided by SOFEA to satisfy themselves that it meets their dietary requirements.

## **Indemnity and Limitation of Liability**

SOFEA Community Larder and its employees shall be under no liability in respect of injury to a Member or their visitors caused by negligence or recklessness of a Member or 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 and the partnering organisation.

## **13) Privacy Policy**

- a) SOFEA Community Larder complies with the GDPR and it shall be acting as a **Data Processor and Controller** under these Terms pursuant to the definition in the DPA.
- b) The **Partnering Organisation** running a SOFEA Community Larder collecting data may act as a **Data Processor**.
- c) Under the GDPR, the SOFEA 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.
- d) The SOFEA 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 SOFEA Community Larder activities and to review the standard of the services provided (the "Specified Purpose") and to monitor information.
- e) SOFEA 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 SOFEA 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 SOFEA.
- f) Please note that the SOFEA website or the Community Larder website is subject to an additional and separate privacy policy which members will accept when using the SOFEA 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. [www.sofea.uk.com](http://www.sofea.uk.com)
- g) Members are within their rights and choice to opt out of receiving information and news regarding the SOFEA Community Larder.
- h) Members are permitted in accordance with GDPR to request what information and data is held on them by writing to the SOFEA Data Protection Officer, who must process in accordance with GDPR requests within 4 weeks.

## **14) 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.

### **15) Food and Non-Food Items and Wrap Around Services**

- a) Members of the SOFEA 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.

### **16) Miscellaneous**

- a) Force Majeure. The SOFEA 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 SOFEA Community Larder's reasonable control.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

\* In rare circumstances arrangements can be made to pay by means other than direct debit. This however must be approved by both the Community Larder and partnering organisation.