



## COMMUNITY FRIDGE FUNDING LETTER OF AGREEMENT

24 November 2021

The parties to this Letter of Agreement (LOA) are:

(1) **“The Recipient”**: <organisational name> Registered Charity No. (if applicable) | Registered Company No. (if applicable)

(2) **“The Charity”** Hubbub of Somerset House, Strand, London, WC2R 1LA  
Registered Charity No. 1158700 | Registered Company No. 09038107

This is a letter of agreement between **“The Charity”** Hubbub Foundation UK (‘Hubbub’) and **“the Recipient”**: <org name>, outlining the relationship between the two organisations to set up a Community fridge in <location> with funding support from The Co-op. Hubbub wishes to provide funding to the Recipient and the Recipient has agreed that the funding will be made subject to the terms of this Agreement. The funding will be used to further the Objectives (as defined at clause 2 below).

### 1. FUNDING PERIOD

1.1 The LOA runs from <start date > and shall continue until the fridge has been in operation for one year. (**“Funding Period”**).

1.2 The funds provided must be used for the Objectives detailed during the Funding Period.

1.3 The terms and conditions of this Agreement shall continue to apply for so long as any of them remain unperformed.

### 2. OBJECTIVES

Hubbub will support <Org name>, in the establishment of a Community Fridge. The overall ambition is to:

- Launch a Community Fridge in <location> which is open and accessible to diverse local communities.
- Assess the impact of the Community Fridge on reducing food waste and building resilient communities.
- Share learnings openly and honestly.

### 3. THE APPROACH

Community Fridges are registered places where surplus food is shared within a local community, by businesses and individuals. They are welcoming, social spaces that are open to all regardless of means. They aim to support community and household resilience, supporting engagement with food skills and wider food and environmental issues, and reducing waste at a community and household level.



#### 4. TIMING

The project is due to launch on <insert date>./ the project launched on <insert date>.

Timings will be dependent on <Org name>, being able to launch safely and professionally in line with the ongoing Covid-19 situation.

#### 5. REPORTING

The Recipient will record the amount of food redistributed by the fridge, visitor number and the social and environmental impact of the fridge in line with the 'reporting schedule' below.

The recipient will also be asked to share imagery from the project in action, along with relevant consent. (A photo consent form can be [found here](#)).

The Charity may share any reports and supporting documents received from the Recipient under this Agreement with the Co-op or its Affiliates and or any affiliates or agents of the Charity.

#### 6. FINANCIAL REPORTING

The Funding shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds unless otherwise agreed in writing by the Charity.

The funding must be spent on development of the fridge service to meet the needs of diverse local visitors.

The Recipient shall keep track of spending, as you may be asked by Hubbub and The Co-op to participate in an audit and reporting. This would require details of how the funding fee had been allocated.

Funding allocation may include:


- Fridge/freezer units
- Staffing costs for the Community Fridge
- Volunteer expenses
- Utilities relating to the Community Fridge (power, water)
- Insurance for the community fridge
- Print display materials
- Cleaning materials
- Relevant staff training (I.e. Food hygiene, safeguarding)

In addition, the Recipient may be eligible to claim for discounted or free fridge and freezer appliances.

#### 7. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- 7.1 it has all necessary resources and expertise to fulfil the Objectives (assuming due receipt of the Funding);
- 7.2 it will work collaboratively with the Hubbub to fulfil the Partnership Objectives
- 7.3 it shall promptly notify Hubbub of any event which does or may cause adverse publicity to the Recipient, Hubbub or Co-op;
- 7.4 it shall ensure ongoing compliance with all relevant legislation and standards including: Data Protection; Equality; Environment and Sustainability; Health & Safety, Insurance and Limitation of Liability; and, Safeguarding in relation to children and adults at risk.

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- 7.5 it does not employ individuals or contribute funds to organisations that the Recipient knows or suspects to support terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, and the United Nations, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List;
- 7.6 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations and shall notify the Charity immediately of any significant departure from such legislation, codes or recommendations;
- 7.7 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 7.8 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 7.9 all financial and other information concerning the Recipient which has been disclosed to Hubbub is to the best of its knowledge and belief, true and accurate;
- 7.10 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Funding;

## 8. CONFIDENTIALITY

Each party (the **"Receiving Party"**) acknowledges that it may, in connection with this Agreement, be exposed to or acquire information that is proprietary to or confidential to the other party or Co-op (the **"Disclosing Party"**) or to the Disclosing Party's affiliates or third parties to whom the Disclosing Party or its affiliates owe a duty of confidentiality. The term **"Confidential Information"** will mean any and all proprietary, confidential or non-public information in any form obtained by the Receiving Party or its personnel, employees, subcontractors or agents in connection with this Agreement. The Receiving Party will hold the Confidential Information in strict confidence and, except as expressly permitted herein, will not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or use such information for any purposes other than the performance of this Agreement.

Confidential Information will not include information that is:

- 1.1.1 in or becomes part of the public domain other than by disclosure by the Receiving Party in violation of this Agreement;
- 1.1.2 demonstrably known to the Receiving Party previously, without a duty of confidentiality;
- 1.1.3 independently developed by the Receiving Party outside of this Agreement;
- 1.1.4 rightfully obtained by the Receiving Party from third parties without a duty of confidentiality; or
- 1.1.5 disclosed by the Charity in accordance with clause 5.2

Notwithstanding anything contained in this Agreement, either party may disclose or retain Confidential Information if and to the extent required to do so by judicial or administrative process in connection with any action, suit proceeding or claim or otherwise by applicable law or competent regulatory or government authority. Additionally, nothing will prevent either party from disclosing Confidential Information to an affiliate or professional adviser in confidence. Furthermore, either party shall be entitled to refer to the Funding (and the Recipient may identify the Charity as the donor of the Funding) to the extent required to

do so by applicable law, or established accounting practice, in the respective party's annual report(s), accounts, tax returns and other accounting and corporate records for the financial year(s) in which the Funding was made, in the case of the Charity, or received, in the case of the Recipient.

It is understood and agreed that in the event of a breach of this clause by the Recipient, damages may not be an adequate remedy and the Charity may be entitled to injunctive relief to restrain any such breach, threatened or actual.

## 9. LIMITATIONS OF THE CHARITY'S LIABILITY

2. The Recipient shall be fully responsible and liable (and the Charity shall to no extent be responsible or liable), financially and otherwise, for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to:

1.2.1 any use of the funding or failure to use the funding pursuant to the terms of this Funding Agreement.

The Charity shall not indemnify the Recipient against any claim for compensation or against any other claims for which the Recipient may be liable.

## 10. LICENCE

10.1 The Recipient grants the Charity a royalty free, non-exclusive licence to use the Recipient's Name and Logo and grants the Charity the right to sub-licence the same to the Co-op for the purposes of the Charity Partnership for the Funding Period.

10.1 The Charity shall use the Recipient's Name and Logo in accordance with any brand guidelines provided to it by the Recipient. (Please share as appropriate).

10.2 The Charity grants the Recipient a royalty free, non-sublicenceable, non exclusive licence to use the Charity's Name and Logo for the purposes of the Charity Partnership for the Funding Period. (Please request logos and brand guidelines for Hubbub and Co-op as required).

10.3 The Recipient shall use the Charity's Name and Logo in accordance with the Corporate ID Guidelines. (Please request logos and brand guidelines for Hubbub and Co-op as required).

10.4 Any intellectual property rights created by either party arising in connection with this Funding, including existing and future rights ("**Resulting IP**"), shall be, and is hereby, assigned full title and guarantee by the Recipient to Charity for all present and future rights. The Recipient shall have a non-exclusive license to use the Resulting IP pursuant to this Agreement for the Term only.

10.5 Each party warrants to the other that it that it owns or has procured all appropriate intellectual property and other rights which are required by it to enable it to enter into and perform its obligations under this agreement including, without limitation, intellectual property rights in its name(s) brand(s) and logo(s) which and to the extent that it is permitting the other party to use for the purpose of this agreement.

## 11. SUSPENSION, WITHDRAWAL AND TERMINATION

11.1 The Charity may, in its sole discretion, require the return of some or all of the funding monies and/or declare the funding terminated if:

11.2 any portion of the funding is used in a manner that does not comply with the terms of this Agreement;

11.3 The Recipient takes any actions which, in the reasonable opinion of the Charity, bring, or are likely to bring, the Charity's name or reputation into disrepute or to damage its reputation in any way;

11.4 the Recipient provides the Charity with any materially misleading or inaccurate information;

11.5 any trustee or employee of the Recipient has: (a) acted dishonestly or negligently at any time which is directly or indirectly to the detriment of the Objectives; or (b) taken any actions which, in the reasonable opinion of the Charity, bring or are likely to bring the name of the Charity into disrepute or to damage its reputation in any way;

11.6 the Recipient ceases to operate for any reason, or it passes a resolution (or any Court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

11.7 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

11.8 If the Recipient is subject to financial or other difficulties which are capable of having a material impact on its ability to apply the Funding for the Objectives or comply with this Agreement, the Recipient shall notify the Charity as soon as possible so that, if possible and without creating any legal obligation, the Charity will have an opportunity to provide assistance in resolving the problem or to take action to protect the Charity and the Funding monies.

## 12. ROLES AND RESPONSIBILITIES

**In order to fulfil on this Letter of Agreement the Recipient will:**

12.1 [Sign up as a member of the Community Fridge Network \(CFN\)](#) and manage the establishment of the fridge in line with the principles set out by Hubbub in [CFN documentation](#) and the [Membership Terms and Conditions](#), namely:

- Registering the Fridge as a Food Business with the Local Authority.
- Securing a location for the Fridge that adheres to the CFN principles.
- Displaying disclaimers, signage and terms of use in a way that is prominent and visible to all users.
- Making the fridge space accessible and inclusive for local populations.
- Support the Community Fridge's ethos to reduce waste and create sites of community sharing for all, regardless of means.

12.1.2 Submit the following documentation to Hubbub before the fridge launches to the public:

- Risk Assessment
- HACCP
- Public Liability Insurance
- Food Hygiene Certificate (level 1 or 2) for key staff / volunteers

- Link to Food Hygiene Rating as awarded by Local Authority

#### 12.1.3 Staff / Volunteers

- Recruit a project co-ordinator who will oversee the delivery of the campaign on the site and co-ordinate volunteers.
- Train staff and volunteers in the safe running of the fridge, (including level 1 or 2 Food Hygiene Certificates), and safeguarding, manual handling and dealing with anti-social-behaviour, as needed.

#### 12.1.4 Lead on local advertisement and outreach for food donations.


#### 12. 1.5. Report on the impact of the fridge:

12. 1.5.1 Record the amount of food redistributed by the fridge, visitor number and the social and environmental impact of the fridge in line with the schedule below. Survey forms will be shared once fridges have officially launched.

- 3 months after launching the fridge: Complete group impact reporting form
- 6 months after launching the fridge:
  - Complete group impact reporting form
  - Circulate the Co-ordinator survey
- 9 months after launching the fridge: Complete group impact reporting form
- 12 months after launching the fridge:
  - Complete group impact reporting form
  - Circulate the user survey to at least 50 community fridge visitors (this may be completed anonymously)
  - Complete fridge co-ordinator survey
  - Repeat this reporting schedule for as long as you remain a member of the network
- 12.1.5.2 Collect and share stories from the fridge, in written and photo form, demonstrating the impact it is having an impact on reducing food waste and supporting communities. Photo evidence, must be supported by [photo consent](#).
- 12.1.5.3 Support Hubbub and partners in the collection of film, photography and case studies and agree for such media assets to be used in partner promotional materials in relation to the Community Fridge Network and its activities. See film and [photo consent](#).

#### 12.2 In order to fulfil on this Letter of Agreement Hubbub will:

- Be the first point of contact for the Recipient in establishing a Community Fridge that operates to the highest possible standard.
- Provide the Recipient with guidance and materials to support the establishment of a safe and inclusive fridge. Support the group with compliance with relevant legislation and standards including food safety and hygiene regulations.
- Support the group with developing and designing the supporting infrastructure, materials and resources, as available in the CFN resources.

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- Provide the Recipient with access to CFN member events and opportunities.
  - Support in the promotion of the fridge on social media.
  - Support the Recipient with measuring and evaluating the full impact of the project, which will be captured in a final report.
  - Support the Recipient to connect with national food donors.
  - Arrange the payment of the funding to the Recipient in two instalments, as per agreed 'payment milestones'.

## 13 FURTHER CONDITION

### 13.1 ASSIGNMENT

The Recipient may not assign this Agreement, including delegating or subcontracting any of its obligations under it, without the Charity's prior written consent.

### 13.2 ENTIRE AGREEMENT

This Agreement, together with the Partnership Agreement, constitutes the entire agreement and understanding of the Charity and the Recipient relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between them in relation to such subject matter. If there is any conflict between these provisions and those of the Partnership Agreement, the terms of this Agreement shall prevail.

### 13.3 AMENDMENTS

No variation of or addition to or deletion from the provisions of this Agreement shall be effective unless made in writing and signed for and on behalf of the Recipient and the Charity.

### 13.4 NO WAIVER

The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

### 13.5 NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Charity and the Recipient, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

### 13.6 NOTICES

Any notice or other document given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by hand or by registered post or by email to a party. Any notice or other document shall be deemed to have been received by the addressee two working days following receipt of despatch if the notice or other document is sent by registered post or simultaneously where

the delivery or transmission is sent by hand or given by email. Notice shall not have been properly given by email if the sender of an email receives notification that the email has not been delivered.



### 13.7 GOVERNING LAW

This Agreement shall be governed in all respects by the law of England and Wales and the parties agree to the exclusive jurisdiction of the courts of England and Wales in any legal proceedings and as regards any claim or matter relating to this Agreement

### 14. PAYMENT OF FUNDING

#### **Payment 1**

**Milestone:** upon signing of the LOA:  
£3000

#### **Payment 2**

**Milestone:** Following forth set of reporting, after 12 months of running the Fridge:  
£1000

#### **Payment of Funding**

The Charity shall endeavour to transfer the funding within 30 days of completion of the milestones above. The Charity may withhold payment of part or all of the funding until the Recipient provides evidence to the Charity's reasonable satisfaction that it has met any applicable milestones and deliverables also described within this LOA.

### 15. SIGNATORIES

**Signed on behalf of the Recipient, <Org name>,**

Name:

Date:

Position:

**Signed on behalf of Hubbub UK:**

Name:

Date:



Position: Community Fridge Manager

