

Crosscare Food Bank Agency Membership Agreement

This document certifies that:

Name of Organisation:

Address:

Telephone:

Fax No:

Email address:

Primary Contact Person:

Telephone or Mobile Number:

Agrees to and complies with the criteria for membership of Crosscare's Food Bank, Unit 2, 97 Lagan Road, Glasnevin, Dublin 11 as set out over leaf:

If as a member you wish to settle your monthly invoices by direct debit / electronic transfer - please provide the following details:

Bank Account No _____

Sort Code _____

Bank Name and Address _____

Bank Reference _____

Provide your organisation's Accounts Department/Contact/E-Mail Address/
(acknowledgement will be sent by Crosscare by e-mail)

Crosscare Food Bank (the "Food Bank") Membership Criteria:

By signing this agreement, the applicant Agency (the "Agency") hereby agrees with the Food Bank as follows:

1. The Agency represents and warrants that:

(i) It is an established, validly registered charity in Ireland, serving the poor and needy of Dublin.

(ii) All persons served by the Agency are low income, or homeless.

(iii) The Agency either (a) serves food directly to its clients as meals consumed on site, (b) provides supplemental food and/or non-food items to its clients, or (c) offers assistance to the homeless.

(iv) It will not engage in discrimination in the provision of its services, against any person because of race, colour, citizenship, religion, sex, national origin, ancestry, age, marital status, or disability, sexual orientation including gender identity, unfavourable discharge from the military or status as a protected veteran.

(v) It shall not sell food or non-food product to other non-member agencies or persons

(vi) The Agency shall notify the Food Bank if the agency changes location or personnel, or undergoes any significant changes in the nature and/or character of its services.

(vii) The Agency shall allow the Food Bank to monitor the Agency, check records on a full "open-book" basis and inspect its premises with or without prior notification.

(viii) It shall have adequate refrigeration and storage space for the service it provides.

(ix) It shall safely and properly handle all goods received from the Food Bank, in full compliance with all applicable laws and regulations, including but not limited to any regulations or standards of the Food Safety Authority of Ireland.

(x) The products shall be accepted in the condition in which they are given to the Food Bank by the original donor (the "Donor") and stored properly by the Agency so as to ensure the wholesomeness of the products until used.

(xi) It is appropriately licensed as a food service establishment according to the service it provides.

(xii) It shall support the operation of the Food Bank by paying a per kilo service fee or fee devised via electronic point of sale (Epos) for products received. (Note: Some Kilo prices are set due to the value and low weight, other products are free thanks to E.U. Aid)

(xiii) each of the Donor of the products and the Food Bank are hereby and shall always be released from any liability resulting from the condition of the products and the Agency hereby indemnifies and shall keep indemnified, the original donor and the Food Bank against all costs, demands, actions and damages arising by virtue of any claim by any person or body howsoever arising relating to the products.

(xiv) It shall be willing to adhere to any additional Donor stipulations.

(xv) It shall hereby and shall always release the Food Bank from any liability howsoever arising to the Agency, its employees, agents, volunteers or any person acting on behalf of the Agency.

(xvi) It shall contribute to the maintenance of the operations / services of the Food Bank. These contributions are known as "shared maintenance contributions". Such contributions shall be used solely to maintain the operations of the Food Bank. In order to set a fair value upon the service of providing the products, the Food Bank will ask for shared contributions from the Agency and other agencies utilising the Food Bank at a rate of 50 cent per kilo weight of food plus an administration fee on each visit of 5 euros. Such "shared maintenance" contributions shall be paid each time the produce is either collected or delivered from the Food Bank. The Food Bank reserves the right from time to time to make changes to the "shared maintenance" contribution system.

(xvii) It shall accept and follow all administrative procedures, regulations and rules specified from time to time by the Food Bank.

(xviii) In the event of supply shortages of the products, the Food Bank reserves the right to limit or reduce the amount of the products available for distribution and supply in the interests of a more equitable distribution among all Member Agencies.

(xix) This agreement may be terminated by either party notifying the other in writing in any form at any time and on receipt of such notice, the Agreement shall be ended without prejudice to any claim which either party may have against the other in respect of antecedent breach (if any).

(xx) This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of Ireland.

(xxi) Each of the parties to this Agreement irrevocably agrees that the courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement (the "**Proceedings**") shall therefore be brought in the courts of Ireland.

This Agreement is made the _____ day of _____ year of _____

Between The Crosscare Food Bank and _____

Signed on behalf of the Crosscare Food Bank:

Name – Block Capitals _____

Signature _____

Signed on behalf of _____ (Applicant Agency)

Block Capitals _____

Signature _____

**PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS
THANK YOU!**