

Mid Bedfordshire Community Fridge Network

Terms and conditions

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Mid Bedfordshire Community Fridge Network is a group of affiliated food surplus redistribution projects ('Partner Organisations') coordinated by Flitwick Town Council (FTC). Our area of operation is aligned with the Mid Bedfordshire parliamentary constituency. Organisations in the network share a common approach and standards, collaborating to prevent good food from being wasted and support households impacted by food insecurity.

By accessing our services, you agree to be bound by these terms and conditions.

1. Definitions

The "Network" refers to the Mid Bedfordshire Community Fridge Network operated by Flitwick Town Council, which comprises partner organisations providing public food surplus distribution services.

"Flitwick Town Council" is a parish council established in Flitwick, Bedfordshire. Town and parish councils are the smallest and most localised tier of local government in the UK and are properly constituted local authorities.

"Flitwick Town Mayor's Charity CIO" is a registered charity in England and Wales, with registered charity number 1205683 ("Flitwick Town Mayor's Charity" or the "Charity"). The charity is affiliated with Flitwick Town Council but operates independently and has its own governance.

"Partner organisation" refers to independent organisations that have joined the Mid Bedfordshire Community Fridge network. Refer to section 2 below.

"CRM" refers to the Customer Relationship Management (CRM) IT system operated by the Flitwick Town Mayor's Charity CIO, which we use to manage our network and services. Flitwick Town Council delivers all other elements of the services.

"Data Subject, Personal Data, Data Controller and Data Processor" shall have the meanings given to those terms respectively in the relevant Laws.

"You" and "your" mean and refer to your household, including you as the Lead Member and any linked members or registered carers associated with your household account.

“We”, “our”, and “us” refer to Flitwick Town Council and our partner organisations forming the network.

“Mid Bedfordshire Parliamentary Constituency” refers to the area defined in the Parliamentary Constituencies Order 2023 or updated by any subsequent legislation passed by the UK Parliament. A constituency is the specific geographical area that each MP represents in the House of Commons.

Our **“core offer”** includes basic food items limited to fruit, vegetables, bread and cakes. All other goods and services are excluded from our core offer.

“Use by session” refers to ad hoc openings distributing food surplus to be consumed on the same day.

“Household Account” refers to the account associated with the physical address.

“Lead Member” refers to the primary contact for the household.

“Linked Member” refers to individuals designated by the lead member on a household account who are authorised to collect food for the household, including dependent children aged 16 or over.

“Carer” refers to someone who provides unpaid care to a person in need living in the household. The carer will formally identify themselves as a carer to relevant organisations, such as their GP, local council, or relevant support services.

“Standard Tier” is our standard offer open to everyone.

“Supported Tier” refers to the additional support we offer to households on a low income who are struggling to meet their needs. This scheme is restricted to households in the Mid Bedfordshire parliamentary constituency.

2. Network Services

At the time of writing, membership of Mid Bedfordshire Community Fridge Network gives households access to the following services:

- **Flitwick Community Fridge** (operated by Flitwick Town Council)
- **Toddington Community Fridge** (operated by Mid Bedfordshire Community Fridge CIC)

These services operate under the same standards, operating procedures, and rules. Access to these services is governed by these terms and conditions.

3. Membership and joining criteria

3.1 Membership to the network and access to our services under the standard tier is open to all households.

- 3.2 A Membership form must be completed via the online membership platform before food is received. Alternatively, anyone who needs support completing their membership form should visit one of our network services during regular opening hours.
- 3.3 Membership is limited to one person per household (known as the Lead Member) and will be registered in the name of a Lead Member. Membership is not transferable.
- 3.4 Members must not, under any circumstances, resell or redistribute food or non-food items from our services.
- 3.5 It is a condition of membership that a Member's contact details are maintained accurately and up to date. Members must inform us of any change of address, telephone numbers or e-mail address.
- 3.6 Lead Members may designate up to two Linked Members to be named on their membership to collect food for their household, including dependent children aged 16 or over. Linked members must reside at the same address as the Lead Member. The Lead Member will provide proof of address for each linked member and be responsible for the behaviour and adherence to these terms and conditions.
- 3.7 A carer may collect on behalf of a household, but this arrangement must be recorded on the membership. Evidence of the arrangement must be provided before collections will be permitted, and the carer must make themselves known when accessing our services.
- 3.8 The household account will not be activated until the lead member has provided proof of address for all named individuals. Acceptable proof of address includes a photo ID, a council tax bill or a utility bill.
- 3.9 Once the membership application form has been completed, the Lead Member is considered to have joined the Network, and the Member is bound by these terms and conditions.
- 3.10 A Lead Member may cancel the household membership at any time by writing to communityfridge@flitwick.gov.uk.

4. Membership cards

- 4.1 Membership cards are provided to allow members access to our services and should be presented when using the facilities. Replacement cards are available by contacting your preferred network service.
- 4.2 A charge of £1 will be levied for a replacement membership card.

5. Membership fees and donations

- 5.1 Organisations in our network do not currently charge a membership fee; however, we reserve the right to introduce fees in the future, providing at least two weeks' notice.

- 5.2 Our network does not charge for food in our core offer, which, at the time of writing, includes fruit, vegetables, bread, and cakes. Individual network services may request donations for other food or goods at their discretion.
- 5.3 We suggest a minimum donation of £1 per visit, excluding donations made for specific items, such as frozen or chilled food.
- 5.4 Members associated with a household account on the supported tier will not be asked to make donations.
- 5.5 Services have the option to charge for non-core elements of the service. The ability to charge for or solicit donations for items not included in our core food offerings is a crucial fundraising source.
- 5.6 The partner organisation running the service will retain all income, whether donations or charges. Donations and charges levied by Flitwick Community Fridge will be passed directly to the Flitwick Town Mayor's Charity 'Community Fund'.

6. Supported Tier

- 6.1 Our Supported Tier offers additional support for low-income families who are struggling to make ends meet. It is available to households receiving specific benefits living within the Mid Bedfordshire parliamentary constituency. For more information, please visit our website or contact us in person.
- 6.2 Anyone requiring additional support should notify us via the application, by emailing communityfridge@flitwick.gov.uk, or in person. All information provided will be treated in the strictest confidence.
- 6.3 Our volunteers do not have access to any information relating to the household support scheme.
- 6.4 Access to the supported tier will be reassessed annually. It is your responsibility to tell us if your circumstances change.

7. Termination and suspension of membership

- 7.1 We may terminate or temporarily suspend a household account immediately without notice if;
 - The lead member or anyone linked to the account commits a serious or repeated breach of these terms and conditions;
 - We reasonably deem the behaviour or conduct of the Lead Member or anyone else associated with the household account to be improper or likely to endanger the welfare and safety of others or our reputation.
 - We become aware of (or have reasonable grounds to suspect) that any facts, information or circumstances (whether current or in the past) about you or your household are false or misleading.
 - There may be a risk (to any degree) to any staff, volunteers, members of the public or property.

- We discover you to be reselling any Food and Non-Food items received from us.
- We have reasonable grounds to suspect that your household has visited more than once per day at any location (excluding use by sessions).

- 7.2 Termination or temporary suspension will apply consistently across all services within our network, meaning that a suspension by Flitwick Community Fridge will also apply to Toddington Community Fridge, and vice versa.
- 7.3 Termination or temporary suspension decisions will be communicated in writing to the lead member by email and will include an explanation. All decisions are final, and there is no right to an appeal.

8. Using our service

- 8.1 Members will only be permitted to take items and utilise the benefits of a network service if their membership is active.
- 8.2 The lead member is aware that it is their responsibility to check that the food supplied is suitable. All food available to members will be displayed appropriately, accompanied by an ingredients label or allergen warning where required. The staff/volunteers can provide a complete list of ingredients for baked goods.
- 8.3 It is not possible to collect food on behalf of another household. Only lead members, linked members or carers registered with a household account may access the service. No exceptions will be made.
- 8.4 Services in our network have a standard set of simple rules/principles to ensure fair access to food:
- All households are assigned a standard entitlement of 3 kilograms of food per visit.
 - Each household may access one network service per calendar day, excluding use by sessions.
 - Anyone accessing a service must follow all instructions given by staff or volunteers.
 - We ask visitors not to arrive at any service more than 15 minutes before the publicised opening time.

9. Health and Safety

- 9.1 Anyone accessing network service must report any accident or injury suffered to the host of the Community Fridge, ideally immediately, and, in any event, within 48 hours from the time of the incident.
- 9.2 Any incident directly relating to food provided by us must be forwarded to us directly at communityfridge@flitwick.gov.uk.
- 9.3 Flitwick Town Council retains responsibility for matters relating to fees, membership and food provided by the network of Community Fridges.

- 9.4 Where chilled food is received, it should be in a fridge within 15 minutes of distribution from a Community Fridge.
- 9.5 Food is for the consumption of the Member and their household only.
- 9.6 Food must not be resold or redistributed under any circumstances.
- 9.7 Members must check the labelling for ingredients of any food provided by us to ensure that it meets their dietary requirements.
- 9.8 You understand and agree that it is a condition of these terms that you comply with all rules and any verbal instructions set out in these terms and provided by us at all times.

10. Communications

- 10.1 You should send communications or notices in writing to us by email at communityfridge@flitwick.gov.uk
- 10.2 Notices from Members must be in writing, including email to communityfridge@flitwick.gov.uk
- 10.3 Communications from Flitwick Community Fridge and our partners:
 - a) Formal notices to (primary) Members will be in writing, including email, addressed to their address in the membership records.
 - b) We will post news and information pertinent to the operation of our services on the flitwick.gov.uk website and social media platforms.
 - c) We will use email bulletins and newsletters to update members on important news or events related to our network. Please see our privacy policy below if you wish to opt out.

11. Complaints

- 11.1 We are committed to providing a safe, respectful, and supportive environment for all users and volunteers of Flitwick Community Fridge. If you have a concern or complaint about any aspect of our service, we encourage you to bring it to our attention promptly.
- 11.2 Complaints should be submitted in writing (by email or letter) to the Community Fridge Coordinator or the Town Clerk of Flitwick Town Council. Please provide as much detail as possible, including the date, time, and nature of the incident or issue.
- 11.3 All complaints will be acknowledged within five working days and investigated in line with our internal complaints code published on our website. Where appropriate, we may contact you for further information.
- 11.4 Any complaints involving safeguarding concerns will be dealt with in accordance with our Safeguarding Policy and may be escalated to the relevant authorities where necessary.

12. Indemnity and Limitation of Liability

Flitwick Town Council and its partner organisations shall be under no liability for injury to you or your visitors caused by negligence or recklessness on your part, including participants or guests of the member. Volunteers are the sole responsibility of the partner organisation running the service.

13. Privacy Policy

- 13.1 Flitwick Town Council complies with the GDPR and acts as a Data Processor and Controller.
- 13.2 Flitwick Town Council has a data transfer agreement with Flitwick Town Mayor's Charity CIO, which provides the CRM platform for Flitwick Community Fridge and its partners.
- 13.3 Partner Organisations running a Community Fridge that is part of our network and collects data may act as Data Processors.
- 13.4 Under the GDPR, Flitwick Town Council may hold personal data with the permission of the Lead Member, including photos of individual members and details of income support or benefit entitlements, for a lawful and specified purpose.
- 13.5 Data is collected and processed solely for administrative purposes, to measure the impact of our service, to provide communications about our activities, to review the standard of our services, and to monitor service delivery (the "Specified Purpose").
- 13.6 Flitwick Town Council and Flitwick Town Mayor's Charity CIO have implemented appropriate security measures and monitoring to ensure that personal data is protected and not held longer than necessary in a database.
- 13.7 Once notified of any inaccuracies, we will do our best to correct any information we hold about a household or individual. Please notify us immediately if you suspect any data is incorrect.
- 13.8 Anyone requesting the deletion of their data from our systems under Article 17 of the GDPR will cease to be a member and will no longer be able to access our services.
- 13.9 Questions or requests regarding data protection should be directed to the Data Protection Officer at Flitwick Town Council by emailing info@flitwick.gov.uk or writing to The Data Protection Officer, Flitwick Town Council, The Rufus Centre, Steppingley Road, Flitwick, Bedford, MK45 1AH.
- 13.10 Please note that the Flitwick Town Council website is subject to an additional and separate privacy policy, which members will accept when using online services needed to access our services. Members should review these pages periodically to ensure they are satisfied with any changes. The complete privacy policy is available upon request for all members at www.flitwick.gov.uk.

13.11 Members have the right and choice to opt out of receiving information and news regarding the Flitwick Community Fridge and the services from our Partner Organisations.

13.12 Members are permitted, in accordance with the GDPR, to request the information and data held on them by writing to the Flitwick Town Council Data Protection Officer, who must process such requests within four weeks.

Third party information sharing

Flitwick Town Council has information-sharing agreements in place with organisations participating in the network. We do not share data with any other third parties.

14. Variation to these terms and conditions

We reserve the right to amend these Terms and Conditions by providing members with a minimum of thirty days' written notice of the proposed changes. If a member does not agree to the changes, they must notify us in writing within the notice period. Upon receipt of such notification, the individual will cease to be a member and will no longer have access to the services. Failure to provide written notification within the thirty days will be deemed as acceptance of the changes.

15. Miscellaneous

- 15.1 **Force Majeure.** We will not be deemed to be in breach of these Terms and Conditions by reason of any delay or failure to perform in accordance with these Terms and Conditions if such delay or failure is due to any cause beyond the Council's reasonable control.
- 15.2 **Governing law.** The Terms and Conditions, 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.
- 15.3 **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.
- 15.4 **Entire Agreement.** The Terms, including any booking forms, constitute 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.