

Terms and Conditions of SOUL Supermarket

1. Terms and Conditions means the terms and conditions of your membership of and access to the Soul Foundation Social Supermarket and use of the Soul Foundation website (the Site), which may be varied or updated at any time by Soul Foundation. The Terms and Conditions constitute a legally binding agreement made between you and Soul Foundation.
2. SOUL Supermarket is operated by Soul Foundation at 55 Heartsease Lane, Norwich NR7 9NT. Soul Foundation is a Charitable Incorporated Organisation, a charity registered with the Charity Commission with the registered number 1184934.
3. SOUL Supermarket provides food and other goods to people, living in and around Norwich, whose households are struggling to afford to buy sufficient food for their needs and who have accepted an invitation to use the services of SOUL Supermarket by registering on the Site (Members).
4. You agree that by accessing the Site upon exercising the privileges of being a Member (Membership), you have read, understood, and agree to be bound by the Terms and Conditions. The current Terms and Conditions will be available to be viewed at all times on the Site, at the premises of SOUL Supermarket and request. Continued use of your Membership following any variations or updates to the Terms and Conditions confirms your acceptance of the varied/updated Terms and Conditions. You may resign your Membership at any time by notifying us and handing back your membership card.
5. Membership is by request or by referrals from relevant agencies and self-referrals are very welcome. The acceptance of people into Membership and their continued Membership is at the sole discretion of SOUL Foundation.
6. On your first visit a member of staff or a volunteer will help you to register on the site.
7. You are required to produce evidence of your identity and address on your first visit to SOUL Supermarket.
8. Members are allocated a volume of goods which they are allowed to receive once each week in return for a small fee (Membership Fee). This volume is determined by reference to the size of the Member's household. **The Membership Fee is £4 per SOUL Food carrier bagful of goods.** You will be required to exercise fairness in your choice of what goods you wish to receive and must adhere to our fair usage policy which is displayed on the premises. In case of any dispute in this regard, the decision of SOUL Food personnel will be final.
9. You may not sell or otherwise dispose of, for value, any goods provided to you by SOUL Supermarket.
10. It is a condition of Membership that you agree to the use of your personal data by Soul Foundation and other charities and organisations with whom Soul Foundation work. Any variation to this clause is at the discretion of SOUL Foundation. This might include, for example, the comparison of data with organisations providing a similar service to ensure that Members are not receiving an unfair level of support. In addition, Soul Foundation may use your personal data to inform you of special promotions or other services or events provided by them or by Soul Church which may be of relevance to you.

11. Membership is only for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for Membership or use the services of SOUL Supermarket. Any variation to this clause is at the discretion of the SOUL Foundation. Membership will be reviewed every 6 months to establish whether any additional support is available, whether ongoing membership is still required and whether the number of bags allocated per week is still appropriate. If it is deemed that membership is no longer necessary or appropriate then SOUL Foundation has the right to terminate or suspend your membership.

12. You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information, promptly informing us of any changes to such information as necessary; (c) you will not allow anyone else to use your Membership without our express permission; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside.

13. If, at any time, you know or suspect that anyone other than you knows your Membership Id or has your Membership Card you must promptly inform us by email to supermarket@soulfoundation.org.uk

14. If you provide any information that is untrue, inaccurate, or incomplete, or fail to update us following a change in your circumstances we may suspend or terminate your Membership.

15. If we terminate or suspend your Membership for any reason you are prohibited from registering and creating a new Membership under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. You must return your membership card. In addition to terminating or suspending your Membership, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. 16. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. **You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

17. These Terms and Conditions and any policies or operating rules posted by us on the Site or at the premises of SOUL Supermarket constitute the entire agreement and understanding between you and us.

Following any variation or update to the terms and conditions, members will receive an email notifying them that a variation has been made and the updated terms and conditions will be made available on site and at the premises.

18. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

19. We may assign any or all of our rights and obligations to others at any time.

20. We shall not be responsible or liable for any loss, damage, delay or failure

to act caused by any cause beyond our reasonable control.

21. If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

22. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services. 23. A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

24. In order to resolve a complaint regarding Membership or to receive further information regarding Membership, please contact us by email at supermarket@soulfoundation.org.uk

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