



## Terms of Service

Effective Date: September 26, 2022

### **Introduction**

Halton Food Connect (“us”, “we”, or “our”) operates the <http://www.haltonfoodconnect.ca> website (hereinafter referred to as the “Service”) and administers the fulfillment of a monthly food delivery program (hereinafter referred to as the “Program”). As a collaborative of registered Canadian charities working alongside Halton Region, we connect with Canadians and reflect the diversity of neighbours in the communities in which we serve. Serving neighbours in need is at the heart of what we do.

A contract is formed between a customer (hereinafter referred to as the “Customer”) and Halton Food Connect, when a Customer accesses our Service and/or registers for our Program.

The following Terms of Service outline and inform the parameters of Customer participation in the Program, and the conditions under which we execute our mandate. These Terms of Service do not affect your statutory rights.

### **Eligibility**

Halton Food Connect accepts registration from all individuals with a SAMS (Social Assistance Management System) ID registration number through Ontario Works within the Halton Region. Program eligibility is based on several factors including:

- status with Ontario Works,
- location (must live within Halton Region), and
- receipt of additional housing subsidies (those receiving rent-geared-to-income subsidy are not eligible).

For more information on eligibility for the Program, please contact your assigned Ontario Works Case Worker.

Online registrations will be accepted up to 11:59 p.m. on the last day of each calendar month. Registrations by telephone will be accepted up to 5:00 p.m. on the last business day of each calendar month. Each registration cut off will apply to home delivery for the following month (i.e., registration will be cut off on October 31<sup>st</sup> for delivery in the month of November).

Halton Food Connect’s team will verify each Customer’s program eligibility in collaboration with Halton Region following monthly registration cut off. In the event of ineligibility, a Customer’s profile will be updated as suspended/paused, and the Customer will be informed accordingly.



## **Communication**

We may communicate with you via telephone, email and/or SMS/text message. There is no obligation on our behalf to cover any expenses related to these communications, such as standard SMS/text message rates.

Our team will endeavour to return all voicemail and email messages by end of next business day.

## **Supply**

The Company agrees to supply the Program and Service to the Customer in accordance with these Terms of Service. Food box contents are not guaranteed and may change month-over-month.

The Company will endeavour to accommodate food sensitivities, restrictions and/or allergies that are disclosed during the intake process.

## **Deliveries**

A Customer's eligibility for the Program will be verified by the Company's team prior to delivery taking place. If it is determined that a customer is ineligible to receive delivery under the Program, service will be suspended. In the event of suspension, the Customer will be notified as soon as possible.

The Company will provide the Customer with advance notice of their delivery date and time window, as well as a reminder 24-48 hours in advance of the delivery. If the Customer needs to cancel their delivery for any reason, 24-hours' notice is required.

A member of the Customer's household must be physically present to receive delivery during their allotted and communicated time slot. Packages will not be left unattended or at a Customer's doorstep. For Customers living in an apartment or condominium building, we ask that the Customer meets the delivery driver at the building entrance, unless an accessibility accommodation is requested. A signature upon delivery may be requested by the driver.

The delivery driver will contact the Customer by telephone (phone call or SMS/text message) to advise when their stop is next. The delivery driver will wait no longer than 10 minutes at the Customer's location. If a delivery is missed, food packages will be returned to our distribution center. While our team will endeavour to reschedule your delivery, there is no guarantee that re-delivery will be available.



## **Privacy**

We have adopted a Privacy Policy outlining our personal data collection and use practices. Please refer to it for details about how we collect and use your personal information. By agreeing to the terms of this agreement, you are automatically agreeing to our Privacy Policy.

## **Health and Safety**

The Company and Customer will act in accordance with all relevant health and safety requirements to provide the Service and Program.

Food will be handled in accordance with Ontario health and safety regulations.

## **Violence and Harassment**

Halton Food Connect is committed to providing an environment where all workers and Customers are treated with respect and dignity. Workplace violence and harassment will not be tolerated from any person in the workplace including clients, other employers, supervisors, workers, or members of the public.

Any incidents of workplace violence and harassment are to be reported to an immediate Supervisor, Executive Director or Board Member as appropriate.

Management will investigate and deal with all complaints or incidents of workplace harassment in a fair, respectful and timely manner.

We reserve the right to suspend and/or terminate a Customer's participation in the Program as a result of incidents of violence or harassment.

## **Indemnification**

You agree to indemnify and hold harmless Halton Food Connect and its officers, directors, employees, agents and affiliates (each, an "Indemnified Party"), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Site; (c) your violation of this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Site. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection



with the Site. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Site.

## **Acceptable Use Policy**

By using the Service and/or Program, you agree that:

- You will only use the Service and/or Program for legal purposes.
- You will not use the Service and/or Program for any commercial purpose, including but not limited to selling goods.
- The information you provide to us or otherwise communicate with us is accurate.
- You will not copy or distribute any content displayed through the Service and/or Program.
- You will not use the Service and/or Program in any way that could damage, disable, overburden or impair any of our servers, or the networks connected to any of our servers.
- You will not attempt to gain unauthorized access to any part of the Service and/or Program.
- You will not impersonate another person, act as another entity without authorization, or create multiple accounts.

## **Rights Reserved**

Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing the Company with an Order, the Customer accepts these Terms of Service.

## **Changes to Terms of Service**

We may update our Terms of Service from time to time. We will notify you of any changes by posting the new Terms of Service on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this document.

You are advised to review these Terms of Service periodically for any changes. Changes to this Terms of Service are effective when they are posted on this page.

## **Contact Us**

If you have any questions about this document, please contact us by email at [contact@haltonfoodconnect.ca](mailto:contact@haltonfoodconnect.ca).