



Nourishing Our Country

OZHARVEST LIMITED

TERMS AND CONDITIONS FOR RECEIVING FOOD

_____ (the Recipient) agrees that:

1. The Recipient will receive food distributed by OzHarvest on an ongoing **scheduled weekly basis** unless arrangements are in place as per clause 5, and will provide safe and adequate access for OzHarvest, including parking where needed.
2. The Recipient will ensure staff or volunteers are onsite to receive the delivery and can assist with unloading goods where needed. If no one is onsite to receive the food, OzHarvest cannot leave food unattended, so no delivery will be made.
3. The Recipient will **not rely solely** on OzHarvest deliveries for any food relief program. OzHarvest receives different items and different quantities of food every day and as such there may be days where there is not sufficient food to make a delivery to the Recipient.
4. The Recipient will **not sell** the donated food, even if proceeds of such sales are intended to be used for its own charitable purposes.
5. The Recipient will not (without OzHarvest's specific written permission) donate the food to other parties but will use it to feed those it serves. If written permission is granted, the Recipient agrees to:
 - a. Ensure the 3rd party is approved by, and registered with OzHarvest.
 - b. Distribute food volumes to the approved 3rd party as directed by OzHarvest.
 - c. Set a collection time window for the 3rd party and provide this detail to OzHarvest.
 - i. The 3rd party collecting must collect the food within the set time window.
 - d. Advise OzHarvest if collections are not actioned by the 3rd party.
 - e. Advise OzHarvest if any contact details need updating, or any other concerns that may arise.
6. While OzHarvest will use its best endeavours to provide food free from any defect, the Recipient acknowledges that donated food may contain allergens. Neither OzHarvest nor the original donor of the food, provide any warranties or guarantees in relation to the food donated.
7. The Recipient confirms appropriate food safety procedures are in place according to state legislation, including, but not limited to:
 - a. The Recipient will **inspect all food** on receipt and satisfy itself of its quality and fitness for consumption.
 - b. The Recipient will **use the donated perishable food within 24 hours of receiving it**, and will throughout that period ensure that perishable food is stored in a refrigerated storage

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- facility which has a temperature of 5 degrees or less and all other donated food is appropriately stored.
- c. If donated food is frozen, then it should be cooked into meals within 3 months (or such other period as directed or labelled). The Recipient must continue to inspect the fresh and frozen food in this period to monitor its ongoing quality and fitness for consumption.
8. The Recipient releases both the original donor of the food and OzHarvest from any liability resulting from the condition and/or consumption of the donated food and further agrees to indemnify and hold OzHarvest and the original donor harmless against all and any claims howsoever arising out of or attributed to any conduct on the part of:
- OzHarvest or the original donor, or
 - any personnel either employed by OzHarvest or acting as volunteers for OzHarvest in connection with the storage, transportation and use of the donated food.
9. The Recipient is the holder of a current Public Liability Insurance policy and will provide OzHarvest with a copy of the policy wording and schedule or Certificate of Currency on request.
10. If the Recipient receives food donated by Woolworths, then it agrees as a condition of receipt that it will obliterate any visible barcodes by using a sticker or by striking through with a black marker pen.
11. The Recipient agrees that OzHarvest can inspect the facilities used to store or cook the donated food if notice of at least one day is given.
12. The Recipient agrees to supply their own boxes/crates to receive food donations.
13. The Recipient agrees to wash OzHarvest food containers and return to the driver on the following scheduled delivery.
14. If cancelling a scheduled delivery day, the Recipient will provide OzHarvest a minimum of 24hrs notice.
15. The recipient acknowledges OzHarvest may cancel the service should any of these conditions not be met.

OzHarvest does not operate scheduled deliveries on a Public Holiday.

Due to ongoing commitments to other Recipients, OzHarvest cannot reschedule a delivery should it fall on a public holiday.

Signed by _____ (print name) who is a duly authorised officer of the Recipient charity.

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