

Terms & Conditions for Receiving Food

1. The Recipient acknowledges that the food and other products supplied by Foodbank Victoria will be distributed by the Recipient by way of programs designed to alleviate food insecurity.
2. The Recipient is the holder of a current Public Liability Insurance policy and will provide Foodbank Victoria with a copy of the policy wording and schedule on request.
3. Whilst Foodbank Victoria will make every effort to provide food free from any defect, neither Foodbank Victoria nor the original donor of the food provide any warranties or guarantees in relation to the food, including warranties as to quality and fitness for purpose.
4. The Recipient confirms appropriate food safety procedures, including recall procedures are in place and comply with current food safety legislation, and that they are not operating from a residential address.
5. The Recipient will not sell any food or product received from Foodbank Victoria to clients or to other organisations (or use in the operation of a social enterprise) even if proceeds from such sales are intended to be used for its own charitable purpose.
6. The Recipient may seek financial donations from their food relief clients, or apply an administration fee, membership fee or service fee, on the condition that:
 - a. Any amounts sought from food relief clients are not itemised on individual food products;
 - b. Any donations or fees sought from food relief clients are voluntary in nature;
 - i. The voluntary nature of the request must be clearly communicated to the food relief client
 - ii. A food relief client who elects not to pay the donation or fee must be permitted to retain their access to food relief

7. The Recipient will distribute the food and other goods received from Foodbank Victoria to the community in a manner free from any form of discrimination. In distributing food and other goods received from Foodbank Victoria, partners must ensure that clients are treated fairly, and there should be no difference in the treatment of clients or access to food whether they have made a donation or paid any suggested fees or not.

8. The Recipient will share details of their food relief program with Foodbank Victoria and consent to the release of these details for the purpose of advocacy.

9. The Recipient will complete quarterly and annual surveys as a condition of continued partnership with Foodbank Victoria.

10. The Recipient will make any payments to Foodbank Victoria through electronic funds transfer and within the payment terms stated on the invoice.

11. The Recipient will notify Foodbank Victoria of any changes to their operations, including changes to key contacts or food programs within one week of the change occurring.

12. The Recipient consents to receiving email correspondence including regular newsletters and Foodbank Victoria publications containing information related to operational, food supply and sector related content.

13. The Recipient acknowledges that Foodbank Victoria will review food supply and demand across its entire network on a regular basis and reserves the right to end a partnership based on food supply constraints and/or demand on our services. Foodbank Victoria will endeavour to provide a notice period of not less than 3 months if the partnership is being ended on this basis (excluding provisional registrations).

14. The Recipient acknowledges that Foodbank Victoria reserves the right to end the partnership with them if they do not meet these Terms and Conditions, subsequently breach any of these Terms and Conditions, or if they carry out any activity deemed to bring Foodbank Victoria or the emergency relief sector into disrepute.