

## **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.
2. The Recipient will not rely solely on OzHarvest's 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.
3. The Recipient will not sell the donated food, even if proceeds of such sales are intended to be used for its own charitable purposes.
4. 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.
5. 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.
6. The Recipient confirms appropriate food safety procedures are in place according to state legislation, including but not limited to:
  - i. The Recipient will inspect all food on receipt and satisfy itself of its quality and fitness for consumption.
  - ii. 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 facility which has a temperature of 5 degrees or less and all other donated food is appropriately stored.
  - iii. 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.
7. 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:
  - i. OzHarvest or the original donor, or
  - ii. any personnel either employed by OzHarvest or acting as volunteers for OzHarvest in connection with the storage, transportation and use of the donated food.
8. 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 on request.
9. 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.
10. The Recipient agrees that OzHarvest can inspect the facilities used to store or cook the food if notice of at least one day is given.
11. The Recipient agrees to supply their own boxes/crates to receive food donations.
12. The Recipient agrees to wash OzHarvest food containers and return to the driver on the following scheduled delivery.
13. If cancelling a scheduled delivery day, the Recipient will provide OzHarvest a minimum of 24hrs notice.
14. 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 re schedule a delivery should it fall on a public holiday.**

Signed by \_\_\_\_\_ (print name) who is a duly authorised officer of the charity

**OZHARVEST**  
**SYDNEY**  
(Head Office)

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