

Terms & Conditions for Receiving Food

These Terms and Conditions apply to charity partners and community partners who are receiving food from Foodbank Victoria and are referred to in these Terms and Conditions as a "Food Relief Partner".

1. The Food Relief Partner acknowledges that the food and other products supplied by Foodbank Victoria will be distributed by the Food Relief Partner by way of ongoing programs designed to alleviate food insecurity.
2. The Food Relief Partner 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. The Food Relief Partner must ensure that any employees, volunteers, contractors, visitors or representatives attending any Foodbank Victoria site on its behalf, conduct themselves in a manner that is consistent with Foodbank Victoria's [Code of Conduct](#) and [Child Safe Policy](#). Foodbank Victoria's staff and volunteers are here to help, and we will always endeavour to treat you with courtesy and respect. We ask that you make sure your staff and volunteers are treating our team with the same courtesy and respect. Any abusive or aggressive behaviour towards our staff or volunteers will not be tolerated, and if necessary, appropriate measures will be taken to ensure the safety and welfare of our team members.
4. 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.
5. The Food Relief Partner confirms appropriate food safety procedures, including recall procedures, are in place and comply with current food safety legislation. If the Food Relief Partner identifies a safety issue with products supplied by Foodbank Victoria, this should be notified via the [online form](#).

6. The Food Relief Partner confirms that they are not operating from a residential address and will facilitate a site visit to the operating premises prior to initial registration as well as when requested by a Foodbank Victoria representative.

7. The Food Relief Partner 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.

8. If the Food Relief Partner shares food with any other organisation, this must be disclosed at the time of the initial registration application and as part of Foodbank Victoria's annual survey. The Food Relief Partner must ensure that any organisation with whom food is shared understands and complies with these Terms and Conditions.

9. The Food Relief Partner 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

10. In distributing food and other goods received from Foodbank Victoria, a Food Relief Partner 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.

11. The Food Relief Partner will distribute the food and other goods received from Foodbank Victoria to the community in a manner free from any form of discrimination. If the food program is limited to a specific cohort, this must be disclosed at the time of the initial registration application and as part of Foodbank Victoria's annual survey.

12. The Food Relief Partner will share details of their food relief program with Foodbank Victoria and consent to the release of these details for the purpose of advocacy.

13. The Food Relief Partner will complete quarterly and annual surveys as a condition of continued partnership with Foodbank Victoria.

14. The Food Relief Partner will make any payments to Foodbank Victoria through electronic funds transfer and within the payment terms stated on the invoice (30 days from the date of the invoice).

15. The Food Relief Partner 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.

16. The Food Relief Partner consents to receiving email correspondence including regular newsletters and Foodbank Victoria publications containing information related to operational, food supply and sector related content.

17. The Food Relief Partner 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).

18. The Food Relief Partner 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.