

FOOD DONATION TOOLKIT

December 2021

A guide for businesses and food relief agencies



Food
Donation
Network



CANBERRA REGION
JOINT ORGANISATION

Food Donation Toolkit

A GUIDE FOR BUSINESSES AND FOOD RELIEF AGENCIES

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The Food Donation Network

The Food Donation Network was an EPA funded project which increased food donation in regional communities, with the benefit of diverting food waste from regional landfills and alleviating issues associated with food insecurity. Using an empowering and locally driven approach, the project engaged community groups and supermarkets to work together in sustaining a long-term food donation program.

The project reflected upon similar food donation programs and targeted Yass Valley Council, Hilltops Council, Goulburn Mulwaree Council, Wingecarribee Shire Council, Upper Lachlan Shire Council, Snowy Monaro Regional Council, Snowy Valleys Council and Eurobodalla Shire Council.

Food Donation Toolkit

This toolkit will provide food donation resources for businesses and community groups, including tips for success, applications forms, food safety information, legal guidelines, and data collection tools.

It aims to raise awareness, build food relief capacity, and increase participation in regional food donation.

Food Waste in NSW

Did you know...

- NSW businesses throw out an estimated 400,000 tonnes of food each year
- NSW businesses throw away over 33% of their food
- Wasting food also wastes water, energy and natural resources
- Food waste in landfill emits greenhouse gases such as methane, which contributes to climate change

NSW wastes \$10 billion worth of food each year!

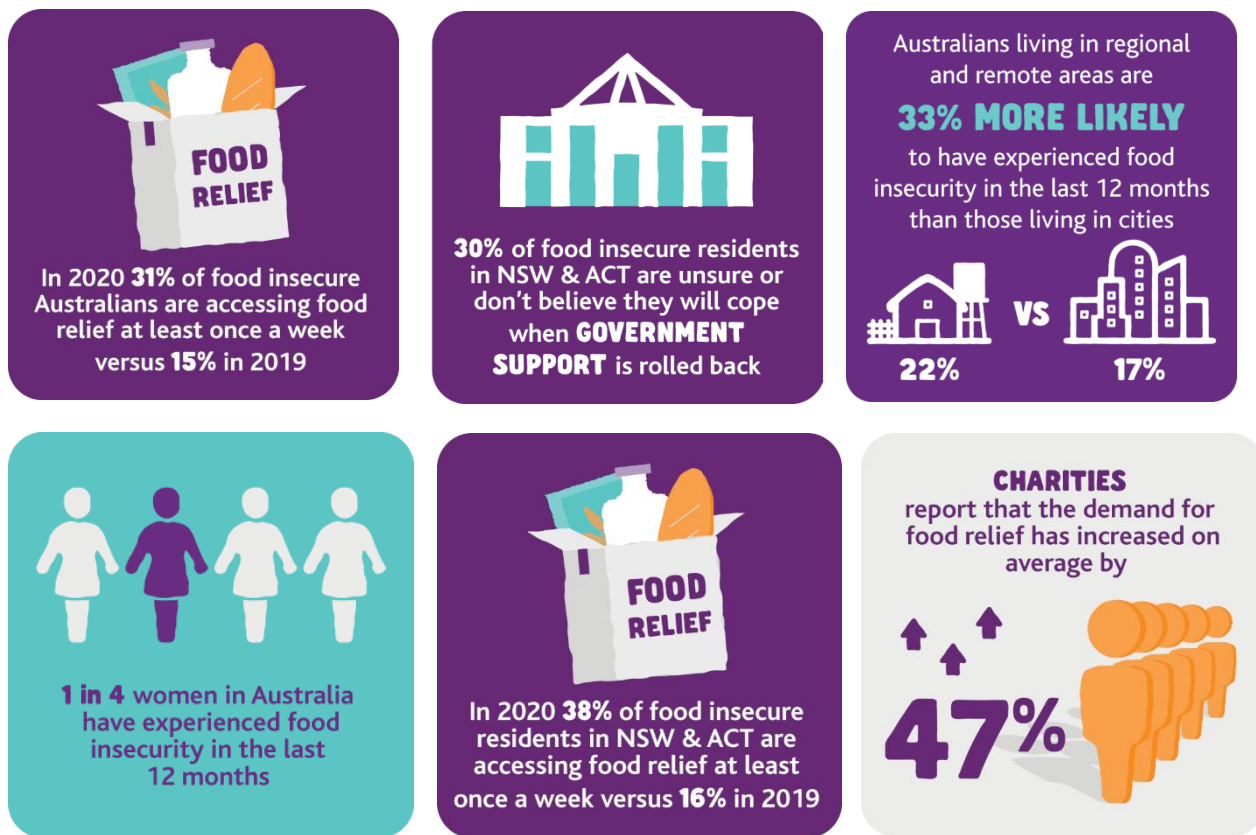
Are you wasting money by throwing out food?

Food Insecurity in Australia: FoodBank Hunger Reports

FoodBank is Australia's largest food relief organisation. They provide an annual report, which details the statistics of food insecurity in Australia.

The 2021 Hunger Report has just been released. To learn about how food insecurity has impacted Australian communities in 2021, read the report here: [Foodbank Hunger Report 2021](#)

You can catch up on the 2020 Hunger Report with the infographics below.



Food Donors

Benefits of Donating Food

The benefits of donating your business's excess food include:

- Support your local community.
- Save on your waste disposal costs.
- Receive tax deductions on donated items.
- Increase your customer engagement by fulfilling corporate social responsibility.
- Achieve your environmental targets.

Food to Donate

Businesses can donate food on an ongoing or irregular basis, ranging from:

- Leftover unused portions not served to customers or clients, such as café sandwiches, salads, pastries and cakes.
- Surplus food at markets or supermarkets.
- Farm-grown food that does not meet supermarkets' size or appearance criteria.
- Sample products and ingredients or finished products that are not within specifications.
- Damaged or incorrectly packaged or labelled food from food manufacturers.
- Food past its 'best before' date, provided it is not damaged, deteriorated or perished, or past its 'use by' date.

Tips for Success: Food Donors

Whilst supermarkets have competitive national targets for zero food waste, the volume and quality of food rescued is determined by the leadership of the store managers and the education of the staff. To best achieve their national targets, we recommend that supermarkets:

- Identify in-store champions to act as food waste advocates.
- Educate staff on food waste and food contamination.
- Organise field trips for staff to visit the store's food rescue partners.
- Prioritise community relationships by investing in store-level engagement with charities.

Resources for Food Donors

To learn how your business can save money and reduce food waste, use the resources below.

1. [Your Business Is Food](#)
2. [The Food Donation Tool Kit](#)
3. [Ways to reduce business food waste](#)
4. [Food waste solutions for business](#)

Food Recipients

Supermarket Partners

If you'd like to receive excess food for your community organization, you can partner with your local supermarket. Read more to learn about the supermarkets you can partner with.

Coles

To receive excess food from Coles, community organisations will need to partner with SecondBite. The main conditions of partnership are:

- *Charity partners must commit to a minimum of 2-3 collections per week.*
- *All food received must be on-provided completely free of charge.*

Tip: if you're worried about receiving too much food, you can partner with other local organisations under the same name. This way, you can share the required amount of pickups.

To see if your organisation is eligible for partnership, you can contact SecondBite [here](#) for their Agency Information Pack.

Woolworths

To apply for a Woolworths partnership, fill the application form below and email it to your local store. The main conditions of partnership are:

- *Charity partners can distribute perishable items in care packages except for meat, which must be cooked in in the charity's kitchen within 3 months of donation.*
- *Charity partners must not offer for sale, exchange or barter, any products received.*



Application Form – Food Rescue to Feed People in Need

Woolworths is committed to reducing food waste, and recognises that a large number of Australians require hunger relief assistance from local charitable agencies every week. Woolworths stores often have surplus fresh food that cannot be sold, but is still great to eat. Woolworths can make this food available, free of charge, for local charities addressing hunger relief in the community. If you are a local charity addressing hunger relief in the community, please complete and sign this form and speak to your local Store Manager.

.....

Store Name:		Store Number:	
Name of Charity ('you'):			
ABN (if applicable):			
Type of Charity: Are you collecting food for consumption on-site at a local charity that you operate, or are you collecting food for redistribution to other charities, or individual's homes?			
<input type="checkbox"/> ON SITE		<input type="checkbox"/> REDISTRIBUTION	
Charity Contact Name:			
Address:			
Mobile Phone:		Email:	
Do you have a refrigerated or suitable food transport vehicle to collect goods on a daily basis from nominated supermarket? (Note: Perishables can only be collected in a refrigerated vehicle or within a 30 minute travel time from the supermarket)			
<input type="checkbox"/> YES		<input type="checkbox"/> NO	
On what days will you collect goods?		Types of goods accepted	
<input type="checkbox"/> Monday	<input type="checkbox"/> PRODUCE	e.g. Fruit & Vegetables	
<input type="checkbox"/> Tuesday	<input type="checkbox"/> BAKERY	e.g. Rolls, Loaves, Pastries, Cakes	
<input type="checkbox"/> Wednesday	<input type="checkbox"/> PERISHABLES	e.g. Dairy, Cheese, Eggs, Ready Meals	
<input type="checkbox"/> Thursday	<input type="checkbox"/> GROCERIES	e.g. Rice, Pasta, Cereal, Spreads	
<input type="checkbox"/> Friday	<input type="checkbox"/> MEAT	Note: Must be cooked in recipient charity kitchen. Not to be used for care packages	
<input type="checkbox"/> Saturday	<input type="checkbox"/> PRE-PACKAGED SEAFOOD	e.g. Salmon, Crab, Trout	
<input type="checkbox"/> Sunday	<input type="checkbox"/> PRE-PACKAGED DELI	e.g. Cold Cuts, Meals, Cheese, Soups	
	<input type="checkbox"/> GENERAL MERCHANDISE	e.g. Toiletries, Women's Hygiene	



Agreement – Food Rescue to Feed People in Need

Dear Sir/Madam,

Woolworths Group Limited (“Woolworths”) has a “Food Rescue Program” for the donation of surplus food or other general products to Approved Local Charities, Welfare Agencies, or Food Rescue Organisations.

By signing this letter, you acknowledge and agree to the following:

- (i) You have provided Woolworths with an application form to collect the Food/Other Products and confirm that all details on the application form are accurate, complete and not misleading. You have confirmed that you have all the necessary licences, approvals and consents for the use and disposal of the Food/Other Products.
- (ii) You understand that this letter applies to each collection of Food/Other Products you make. The time and manner of each pick up will be determined by Woolworths in consultation with you. You understand that Woolworths may discontinue this program at any time for any reason and without liability to you under the termination provisions of clauses (x) and (xi).
- (iii) You understand that the Food/Other Products approved for your collection may not always be available from the Store/s providing such donations.
- (iv) You will use your best endeavours to inspect the Food/Other Products at pick up time and shall only accept the Food/Other Products if it is suitable. To the fullest extent permitted by law, Woolworths does not make any representations or warranties as to the fitness or quality of the Food/Other Products after collection.
- (v) Ownership of the Food/Other Products passes to you upon your pick up of the Food/Other Products from our store. In return for Woolworths supplying the Food/Other Products, you agree that to the extent permitted by law, Woolworths’ liability in relation to the supply of the Food/Other Products is excluded (including liability for negligence).
- (vi) You must comply with all applicable Commonwealth, State and local laws or regulations (for example, not using the Food/Other Products for baiting, poisoning, sale or illegal disposal).
- (vii) You will be liable in respect of, and shall indemnify and keep indemnified Woolworths against any claim, loss, damage or expense that Woolworths suffers, incurs or is liable for as a result of any unlawful act, negligent, reckless or deliberate wrongful act or omission by you, your employees, agents and contractors, relating to the supply of Food/Other Products to you and your supply (including transportation and storage) of the Food/Other Products to third parties.
- (viii) You authorise Woolworths to pass on any information on your application to relevant councils and government authorities for the purposes of administration of this Food/Other Products program.
- (ix) You will keep confidential the terms of this letter and you will not make any disclosure without Woolworths’ prior written approval other than to your insurers. You are not an agent of Woolworths and will not represent to anyone to the contrary.
- (x) You warrant that you hold (and will continue to hold) public liability insurance to the amount of \$10M minimum: (i) and will provide a copy of the relevant insurance policy to Woolworths on receipt of a written request; and (ii) that this insurance covers the supply of the Food/Other Products by you to third parties.
- (xi) You have obtained the consent of all persons named on this application form to disclose their personal information to Woolworths and to permit Woolworths to collect, use and disclose this information in accordance with the terms of this Agreement and its privacy policy available at www.woolworths.com.au.
- (xii) You warrant that you will inspect the Food/Other Products and ascertain that they are suitable prior to allowing Food/Other Products to be donated, consumed or prepared by any person.
- (xiii) You understand that Woolworths does not provide any warranties or guarantees in relation to the food. The recipient is required to inspect the food at collection and satisfy itself of quality and fitness for consumption.
- (xiv) You will ensure that you and any recipients will ensure that perishable food is stored in a refrigerated storage facility which has the ability to maintain food at less than 5 degrees Celsius, and all other food is appropriately stored. You will ensure that any recipient will continue to inspect food to monitor its ongoing quality and fitness for consumption.
- (xv) You will ensure that the receiving charity uses the donated items to feed those that it serves and that fresh foods will be consumed within the life of the product.
- (xvi) You will not offer for sale, exchange or barter, any products received via this program.
- (xvii) You will ensure that perishable items are to be consumed on the recipient charity’s premises and that any frozen meat provided will be cooked into meals within 3 months of donation.
- (xviii) You agree that the facilities have been inspected to ensure adequate cooking, storage and refrigeration facilities are available and food handlers are adequately trained, and will continue to monitor the suitability of said facilities and training.
- (xix) You warrant that you will not cause or permit Food/Other Products to be consumed by any person after any “use-by” date marked on the products.
- (xx) Woolworths can terminate this agreement at its election and without cause at any time on 4 weeks notice.
- (xxi) You understand that this Agreement in relation to individual Woolworths’ stores or the entire program may be terminated on 24 hours written notice by Woolworths or you if any term of this Agreement is breached or if there is a change of legislation.

I of

have read the Food Rescue for Human Consumption Agreement and hereby accept and agree to the terms of this Agreement from Woolworths and nominate individual volunteers to collect the Food/Other Products on my behalf.

Signed by Print Name..... Date.....

Respecting your privacy

Any information you give us will only be used for the purpose of administering the donations program. Your information may be disclosed to government organisations that have a role in administering or monitoring the program such as your local council. All government organisations are required to respect your personal information and comply with the Privacy Act. If you do not provide all the information we have requested above we might not be able to process your application

If you wish to access your information or for a copy of our Privacy Policy, please contact the Woolworths Privacy Officer at privacy@woolworths.com.au by writing to The Privacy Officer, Woolworths Limited, 1 Woolworths Way, Bella Vista NSW 2153.

Store to send completed copy to State Administration Manager

ALDI

To apply for a partnership with ALDI, sign the form below and send it to ALDI Corporate Responsibility. The main conditions of partnership are:

- Charities must have a food handling policy in place.
- Charities must not sell the rescued food.



ALDI Stores

(A Limited Partnership)
ABN 90 196 565 019

1 Sargents Road,
Minchinbury, NSW 2770 AUSTRALIA

Locked Bag 56
St Marys Delivery Centre
NSW 2760

Telephone: 02 9675 9000
Facsimile: 02 9675 9199

DONATION OF FOOD PRODUCTS ACKNOWLEDGMENTS, RELEASE AND INDEMNITY TO BE PROVIDED BY DONEE OF FOOD PRODUCTS

1. Acknowledgments

1.1 The company, organisation or person specified below (**I or me**) acknowledge that ALDI Stores (A Limited Partnership) (**ALDI Stores**) may be donating a range of food products (the Products) to me.

1.2 By signing this document, I acknowledge and agree to be bound by its terms and content, which takes effect as a deed, and that ALDI Stores relies on the acknowledgements, release and indemnity below in agreeing to donate the Products to me.

1.3 I acknowledge that:

- (a) the Products are being provided to me by ALDI for human consumption only
- (b) I will not allow the Products to be consumed later than any use by date specified on the Products, or when no date is specified on the Products such other date as is specified by ALDI or if no date is specified, later than seven days after the date of supply by ALDI Stores;
- (c) ALDI Stores makes no representations or warranties about the quality of suitability of the Products for use for human consumption, and that the responsibility for ensuring that the Products are of acceptable quality and suitable for human consumption rests solely with me.

1.4 I acknowledge that ALDI has given notice to me:

- a) That the Products are being donated to me for a charitable or benevolent purpose and that I will not be required to pay for the Products.
- b) That the Products are safe at the time they are donated to me:
- c) Of the appropriate handling requirements for the Products;

2. Release and indemnity

2.1 I unconditionally and irrevocably release, discharge and indemnify ALDI, its respective subsidiaries, affiliates, related companies, successors, assigns, directors, officers, servants and agents (collectively **ALDI Parties**) and each of them from and against all claims, costs, damages, debts, expenses, liabilities, losses, allegations, suits, actions, demands, causes of action or proceedings of any kind which may be made or brought against or suffered or incurred by them (including those made or brought by any third party) arising directly or indirectly out of or in connection with the donation of the Products or any breach of this agreement by me, to the maximum extent permitted by law.

2.2 I agree that the release provided in this document may be pleaded as a bar to any action, suit or proceeding commenced now or taken at any time by or on behalf of me with respect to or in any way connected with the donation, use or consumption of the Products.

2.3 I agree not to bring any action, suit or proceedings against ALDI Parties, and each of them with respect to or in any way connected with the donation, use or consumption of the Products, even if the release contained in this document proves to be ineffective for any reason.

Signed for an on behalf of:

Name of company, organisation or individual: ACN/ABN:

Signature of authorised representative: Date:

Name of authorised representative Position:

Food Relief Organisations

Community organisations can also receive food by partnering with food relief organisations. Find out more information below.

FoodBank

FoodBank is Australia's largest food relief organization. They rescue food from farmers, manufacturers, wholesalers, and retailers. In NSW and the ACT, FoodBank provide food to 1,012 charity partners and schools across a range of sizes. You can apply to be a partner here: [Foodbank Charity Partners](#).

Website: www.foodbank.org.au

Telephone: (02) 9756 3099

Email: office@foodbanknsw.org.au

OzHarvest

OzHarvest rescues good quality, surplus food, free of charge from registered businesses. This food is then delivered to charity agencies in the local area. OzHarvest supports 744 charities across NSW and the ACT. You can apply to be a partner here: [OzHarvest Charity Partners](#).

Website: www.ozharvest.org

Telephone: (02) 9516 3877

Email: info@ozharvest.org

SecondBite

SecondBite rescues edible surplus food from growers, manufacturers and retailers and distribute it free of charge to 1,300 charity partners across Australia. Find out more here: [Community Partners](#).

Website: www.secondbite.org.au

Telephone: 1800 263 283

Email: admin@secondbite.org

Tips for Success: Food Recipients

1. To navigate supermarket terms and conditions, you can contact the supermarket head offices to best understand their policies.
2. Identify the right contact person and the best method to approach them.
3. Remind potential donors of their tax deduction opportunities and highlight the legal protection under the 'Good Samaritan Act'.
4. Be clear about the types of food you are most in need of.
5. Provide food safety training to all relevant food relief agency staff/volunteers.
6. Provide constructive feedback on any significant operational issues.
7. Share good news stories and where appropriate, acknowledge the donor's contribution.
8. Track the data of rescued food using the provided [Google Form](#).

Food Safety

The *Civil Liability Amendment (Food Donations) Act 2005*, also known as the Good Samaritan Act, protects food donors by limiting the liability of individuals and businesses that donate food, providing certain food safety conditions have been met.

According to NSW Food Authority advice, food donors must ensure:

- Food is donated in good faith for a charitable or benevolent purpose
- Food is donated with the intention that the receiver of food does not have to pay for the food
- The food is safe to eat when it leaves the possession or control of the donor
- The donor gives the charity any information it needs to ensure the ongoing safety of the food.

Resources for Food Safety

To learn how to safely store, handle and transport donated food, use the resources below.

1. [Donating food to charities and not-for-profit organisations](#)
2. [Food safety requirements for charitable, not-for-profit organisations](#)
3. [A Guide to the Food Safety Standards](#)

References

[NE Waste Food Donation ToolKit](#)

[FoodWise Food Donation ToolKit](#)

[Foodbank Hunger Report 2021](#)

[2020 Foodbank Hunger Report](#)

[SecondBite Community Partners](#)

[FoodBank Charities](#)

[OzHarvest Food Rescue for Charities](#)

[OzHarvest Canberra](#)

[OzHarvest Sydney](#)

Contact Details

For more information on the Food Donation Network and this toolkit, contact:

Jessica Fordyce

Regional Food Donation Officer

M: 0435 592 612

E: jessica.fordyce@crjo.nsw.gov.au

Robbert Mels

Regional Waste and Resource Recovery Coordinator

M: 041 779 5444

E: robbert.mels@crjo.nsw.gov.au



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This is an EPA Waste Less, Recycle More initiative funded from the waste levy.