



FOODBANK NSW LIMITED
ABN 22 056 422 407 CFN 15387

AGENCY MEMBERSHIP AGREEMENT

The Agency Membership Agreement form enables agencies to make an application for membership with Foodbank NSW.

The information you provide in this form will also assist in the more effective management of Foodbank NSW's service.

This Agency Membership Agreement form is divided into four sections:

1. Agency Details
2. Your Agencies Services
3. Agency Declaration
4. Foodbank NSW Programme Conditions

Please answer all questions and return your completed Agency Membership Agreement form to Foodbank NSW at below address or

Fax to: (02) 9757 3944

Post to: Foodbank NSW

PO Box 7276

Wetherill Park NSW 2164

For further information please contact:

Phone: (02) 9756 3099

E-mail: office@foodbanknsw.org.au

Web: www.foodbanknsw.org.au

Foodbank NSW Distribution Centre is at:
152 Newton Road Wetherill Park NSW 2164

AGENCY DETAILS

AGENCY NAME:	
CHARITY FUNDRAISING No:	ABN No:
POSTAL ADDRESS:	
	P/CODE:
LOCATION ADDRESS:	
	P/CODE:
MANAGER:	PHONE:
MAIN CONTACT:	PHONE:
MOBILE:	FAX:
EMAIL:	

YOUR AGENCIES SERVICES

SERVED MEALS			
DOES YOUR AGENCY PROVIDE MEALS ON YOUR PREMISES?		YES	NO
HOW OFTEN? (insert number of meals for each)	DAILY	WEEKLY	MONTHLY
TYPES OF MEALS: (insert number of meals for each)	BREAKFAST	LUNCH	DINNER
FOOD PARCELS			
DOES YOUR AGENCY DISTRIBUTE FOOD PARCELS?		YES	NO
BRIEFLY OUTLINE FOOD PARCEL CONTENTS			
HOW MANY PEOPLE AND No. OF DAYS ARE FOOD PARCELS DESIGNED TO FEED			

GENERAL

GEOGRAPHIC AREA SERVED:
OTHER SERVICES PROVIDED BY YOUR AGENCY:

WHO IS ELIGIBLE FOR YOUR AGENCIES SERVICES? / CRITERIA	
DO YOU CHARGE RECIPIENTS FOR YOUR AGENCIES SERVICES? YES/NO	
"IF YES, PLEASE DESCRIBE:"	
"FROM WHERE DO YOU CURRENTLY GET YOUR FOOD? (e.g. 50% Purchase, 50% Donation etc)"	
STORAGE FACILITIES (PLEASE GIVE DIMENSIONS)	DRY:
	REFRIGERATED:
	FROZEN:

AGENCY DECLARATION

THE AGENCY ACKNOWLEDGES THAT:

1. Foodbank NSW will make every effort to ensure that the quality of food supplied to the Agency is of the highest possible standard, however, it takes no responsibility for the quality and standard of food supplied. Some products may be beyond the manufacturers recommended "use/best by date" or the quality may vary from similar merchantable products. Foodbank NSW shall have no responsibility for loss or injury arising out of food provided by Foodbank NSW.
2. In the event that a third party to whom the Agency has supplied food makes any claim against Foodbank NSW the Agency agrees to indemnify and hold Foodbank NSW harmless against any loss, damage, costs and expenses including legal fees which Foodbank NSW or its donors may suffer or incur arising out of such claim.
3. Copy of Agency's current public/product liability insurance supplied.
4. Agencies are not to sell, barter, or exchange products received from Foodbank NSW.
5. Food supplied to Agencies under this agreement can only be distributed to Agency clients classified in need.
6. Term of Foodbank NSW Agency Membership Agreement is for 2 years.
7. We agree to onsite inspection visits by authorised officers at Foodbank NSW to verify compliance with the agreed policies, procedures and guidelines in accordance of the Foodbank NSW Agency Membership Agreement.

We confirm the information and details set out in our application are true and correct and enclose the following:

- Completed Agency Membership Agreement form**
- A copy of Authority to Fundraise (Office of Charities) or ATO charity exempt document**
- A copy of current public/product liability insurance policy**
- A copy of Agencies last Annual Report**
- A copy of the Agencies organisation vision, mission statement and objectives. (Optional)**

On behalf of the Agency, I hereby make application for membership of Foodbank NSW and agree to comply with the policies, procedures and guidelines governing membership, including Foodbank NSW's programme conditions.

FULL NAME OF AGENCY:	
ADDRESS:	
FULL NAME PERSON COMPLETING APPLICATION:	
POSITION IN AGENCY:	
SIGNATURE:	DATE:

FOODBANK NSW PROGRAMME CONDITIONS:

SCHEDULE 1

A. MEMBERSHIP FEE

Membership fee per annum is: NIL

B. SERVICE FEES

FRESH PRODUCE which includes fruit and vegetables, milk and bread is distributed Free of Charge.

DRY AND CHILLED/FROZEN GOODS service fee is noted each week on the Foodbank Order Form.

C. PAYMENT OF ACCOUNTS: Foodbank NSW's Terms of Trade are "payments required within 7 days of invoice". Payments can be made by cheque, EFTPOS, Credit Card or pre arranged Direct Deposit

1. DEFINITIONS: In these regulations, unless the context requires otherwise:

"Agency Membership Agreement" is the application form used to apply for membership with Foodbank NSW.

"Board" means the Board of Directors of Foodbank.

"General Manager" is person designated by the Board as General Manager of Foodbank.

"Foodbank" means Foodbank NSW Limited ABN 22 056 422 407.

"Foodbank Programme" means the programme administered by Foodbank by which food donated to Foodbank is distributed to agencies which provide food assistance to low income families, children, the aged, the homeless and the unemployed or other persons requiring food assistance.

"Service Fee" means the fee calculated in accordance with clause 5.1 to be paid pursuant to clause 5.3.

"Member" means a welfare agency whose application for membership of the Foodbank Programme has been accepted in accordance with clause 2 and which has agreed to be bound by these conditions.

2. MEMBERSHIP

The Board may on the recommendation of the General Manager accept application for membership from accredited non-profit organisations, which provide food assistance to low income families, children, the aged, the homeless and unemployed, or other persons requiring food assistance.

The Board will be under no obligation to accept or act on a recommendation by the General Manager.

An agency applying for membership must agree to be bound by these conditions and must forward to the General Manager an Agency Information Form and such proof as required by the General Manager of the agency's tax exempt status; that the agency is an accredited non-profit organisation; and that the agency is covered by insurance for such risks as it would be reasonable to expect the agency to maintain having regard to the agency's activities. The General Manager will recommend to the Board that application for memberships are accepted or rejected within 1 month of the date on which they are received.

The Board will attempt to ensure that all applicants for membership are finalised within 1 month of the date on which they are received.

3. MEMBER OBLIGATIONS

Members are required to:

3.1 NOT SELL, barter or exchange food other than as part of on site meal programmes such as soup kitchens or drop in centres where a nominal charge may be levied for prepared meals;

3.2 Comply with all applicable laws concerning the storage, preparation and distribution of food.

Where food is to be collected, includes chilled or frozen items, ensure that the transport provided has refrigeration storage space as required to comply with health and safety laws maintaining food quality.

Provide refrigeration and freezer space to ensure the safe and hygienic storage of all food items in accordance with

applicable health and safety laws and to prevent deterioration.

Comply and ensure that employees and representatives comply with all Foodbank instructions including instructions relating to collection, transportation, storage, preparation and distribution of food.

3.3 Pay the Service Fee

3.4 All Sydney Metropolitan Agencies to provide transport to collect food from the Foodbank;

3.5 Keep such records as are considered reasonable relating to the receipt and distribution of food as the General Manager may require from time to time.

3.6 Comply with the terms of any monitoring programs established by Foodbank including allowing reasonable access by authorised Foodbank representatives to the Member's food storage and preparation areas.

3.7 Food supplied to Agencies under this agreement can only be distributed to Agency clients classified as needy.

4. DISTRIBUTION OF FOOD

All orders are subject to the continued availability of the requested food items.

Foodbank cannot meet all the food needs for all its Members but will attempt to ensure that all donated food is distributed between its Members in an equitable manner.

Each Member acknowledges and agrees that it will have no claim against Foodbank arising out of the failure or inability of Foodbank to provide food items requested by the Member.

5. SERVICE FEE

5.1 Each Member is required to pay a handling fee, called the service fee, as set out in Schedule 1 on the basis of all food items distributed to the relevant Member in each calendar month. An item charge rate maybe implemented from time to time on certain items distributed by Foodbank. For the purposes of this clause 5.1, food is deemed to be distributed to a Member when it has been allocated to that Member not withstanding that the food has not been collected by the Member. The service fee as prescribed in Schedule 1 may be varied from time to time by the Board of Foodbank at its discretion.

5.2 Foodbank reserves the right to waive or reduce the service fee on selected items generally, on such terms and conditions as the General Manager may from time to time determine.

5.3 Foodbank invoices each Member for the service fees for each order. Payment must be made as directed in Schedule 1.

6. TERMS OF MEMBERSHIP

Unless terminated earlier in accordance with clause 7, membership will be for a period of up to 2 years depending on the date on which an application for membership is accepted in accordance with clause 2. To ensure continued access to Foodbank items, Members are encouraged to reapply for membership at least 2 months before the term of their current membership is due to expire. Membership is for 2 years commencing on January 1st of every alternate year. Foodbank NSW reserves the right to require a membership fee, as may be contained in Schedule 1.

7. TERMINATION OF MEMBERSHIP

Membership of Foodbank NSW may be terminated if any breach of the agreement has occurred under the following circumstances.

7.1 Member Agencies selling, bartering or exchanging any product received from Foodbank NSW.

7.2 Member Agency failing to pay the Service Fee within a period of 14 days from the date of statement.

7.3 Member Agency removal of stock from Foodbank NSW without permission.

7.4 Member Agency failure to cooperate with any product limits set by Foodbank NSW from time to time.

7.5 Member Agencies supplying products to people who do not have a legitimate

need or are not in impoverished circumstances.

7.6 Member Agencies allowing products provided by Foodbank NSW to be taken by their staff or volunteers.

7.7 Member Agency representatives failure to cooperate with Foodbank NSW staff on Foodbank NSW premises.

7.8 Any Member Agency circumstances considered to be a breach of the agreement by the Board of Directors of Foodbank NSW.

7.9 Member welfare Agency ceases to be an accredited non-profit organisation for any reason.

7.10 If a Member breaches the obligations set out in clause 3, the Board may terminate that Member's membership of Foodbank by 7 days prior written notice. A Member may terminate the membership of Foodbank at any time by written notice to Foodbank.

8. DISPUTE RESOLUTION

8.1 In the event of a dispute between a Member and Foodbank, the Member and the General Manager will negotiate to resolve the dispute.

8.2 If following discussions in accordance with clause 8.1 the parties are unable to agree, the dispute will be referred to the Board, which may invite written submissions from the Member and the General Manager.

8.3 For the purposes of this clause 8, the decision of the Board will be final.

8.4 Any termination of membership as a result of clause 9.3 shall not be deemed to be subject to dispute resolution and the decision of Foodbank will be final.

9. DISCLAIMER

9.1 Food supplied by Foodbank must be transported and stored in accordance with all applicable health and safety laws and having regard for perishable nature of certain foods and the use-by-date/best-by-date of all food items.

9.2 Foodbank recommends that all Members seek the support and guidance of the municipal local health authorities to ensure that food handling and storage facilities comply with the applicable health and safety laws.

9.3 Members are advised to examine food carefully and, in particular, Members should:

(a) be aware that without extensive and expensive laboratory testing, the only means of determining the quality of the food, either before or after the use-by-date/best-by-date, is by examining its appearance and smell and determining storage history. Items with doubtful smells, colours, textures, broken or swollen packaging or which have been incorrectly stored should be immediately thrown out.

(b) dispose of food items if the quality or suitability of food for a given use is doubtful;

(c) be aware that while use-by-dates/best-by-dates on all food labels are a guide only to "best quality", and do not necessarily mean that the food is unsafe for human consumption after expiry date, members will be advised by Foodbank of any supplier limitation and will abide by those limitations in all transactions.

10. PRODUCT STOCK LIMITS

Foodbank NSW relies on its relationship with food manufacturers and distributors for a constant supply of donated product.

To ensure equitable distribution between its Member Agencies, occasionally, limits are set on certain products including for but not restricted to the following reasons:

10.1 Seasonal shortages

10.2 Small donation quantities

10.3 Popularity of product

Member Agencies will be advised of these limits through inclusion on the order form and understand the reasons they may be in place. Any Member Agency found taking more than the limit stated on the order form shall be considered to be in breach of the agreement with Foodbank.

11. METHOD OF ORDERING PRODUCT

11.1 Foodbank NSW will produce each week, a Product Availability and Order Form which shall be made available to Member Agencies each Friday.

11.2 This Product Availability Order Form will be Emailed or Faxed to Member Agencies who request same in writing showing the correct fax number or email address.

11.3 The Product Availability Form shall contain a list of all products available for the next week, their gross weight, use-by-date/best-by-date, and service fee cost.

11.4 This form is to be completed by the Member Agency and emailed or faxed back to Foodbank NSW indicating the carton quantities required, collection date and time.

11.5 Placing orders in person shall be NOT be allowed at any time without pre arranged approval.

11.6 No orders will be taken over the phone for any reason. Country NSW Member Agencies must return their order form no later than midday Tuesday for inclusion in that week's deliveries.

12. HOURS OF OPERATION

Collection of Orders by appointment only:
Monday to Thursday 8.00 am to 2.00 pm.

Foodbank enquiries:

Monday to Thursday, 8.00 am to 3.00 pm
and Friday, 8.00am to 2.00pm.

13. PROCEDURE FOR COLLECTION OF PRODUCT BY MEMBER WELFARE AGENCIES

13.1 Upon arrival at the Foodbank NSW Distribution Centre, the Member Agency representatives should proceed directly to the Service Desk and show the current Membership Card for their Agency. Any person not holding a current membership card will be asked to proceed to Foodbank office for identification procedure.

13.2 The Member Agency representative will not enter any part of the Foodbank NSW Distribution Centre until they have completed the required OH&S procedure forms and must not enter any NO ACCESS signed areas.

13.3 The Member Agency representative will on completion of picking their order return to Foodbank office for final check and signing the order form is complete and ready for invoicing.

13.4 Once an order is signed for there will be no further discussion entered into regarding shortages in the order.

13.5 The order may then be loaded into the Member Agency vehicle.

13.6 The Member Agency representative may add to any order at the time of pickup.

13.7 Any person found opening cartons or removing product from cartons will be escorted from the Distribution Centre and their Membership may be suspended until further notice.

14. MEMBER AGENCY PERSONNEL AND VEHICLE ACCESS

14.1 Upon arrival at the Foodbank NSW Distribution Centre, Member Agency representatives should park vehicles only in the customer parking designated area.

14.2 No driveways, doorways, gates or loading docks should be obstructed.

14.3 Vehicles are not to enter the Foodbank NSW warehouse at any time.

15. EXCLUSION OF IMPLIED TERMS AND CONDITIONS

Subject to any law to the contrary, all terms, conditions, warrants and statements, whether express, implied, written, oral, collateral, statutory or otherwise are excluded and Foodbank disclaims all liability in relation to these to the maximum extent permitted by law.