



**FIGHTING HUNGER
IN AUSTRALIA**

FOODBANK NSW & ACT LIMITED

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FOODBANK NSW & ACT LIMITED

AGENCY MEMBERSHIP AGREEMENT 2018 - 2019

The Agency Membership Agreement form enables agencies to make an application for membership with Foodbank NSW & ACT (FBNA).

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

FBNA's Agency Membership Agreement form is divided into four sections:

1. Agency details
2. Your Agency's services
3. Other information (new agencies only)
4. Agency declaration
5. Foodbank NSW & ACT Program conditions

Please answer all questions & return the completed registration form to FBNA.
Incomplete forms will be returned.

SECTION 1: AGENCY DETAILS

AGENCY NAME: _____

ARE YOU AN EXISTING MEMBER OF FBNA? NO YES → **MEMBERSHIP ID:** _____

ABN: _____ **CHARITY FUNDRAISING NUMBER (CFN)** (if applicable): _____

PRIMARY ADDRESS: (Church, Head Office etc. must be street address not PO) _____

SUBURB: _____

POSTCODE: _____

PHONE: _____

FAX: _____

PERSON IN CHARGE: _____

WEBSITE: _____

MAILING ADDRESS: _____

SUBURB: _____

POSTCODE: _____

EMAIL: (for general updates): _____

EMAIL: (for order confirmations): _____

EMAIL: (for invoices/statements): _____

FOOD DISTRIBUTION ADDRESS: (where meals/parcels are handed out, show street address not PO Box) _____

SUBURB: _____

POSTCODE: _____

APPROXIMATELY HOW MANY CLIENTS DO YOU ASSIST PER WEEK?

OPERATING HOURS:

MONDAY YES Operating hours: _____

TUESDAY YES Operating hours: _____

WEDNESDAY YES Operating hours: _____

THURSDAY YES Operating hours: _____

FRIDAY YES Operating hours: _____

SATURDAY YES Operating hours: _____

SUNDAY YES Operating hours: _____

REFERRALS:

Do you agree that FBNA can give out you details if someone contacts us seeking emergency food assistance or information in your area?

YES NO

If no, please explain why:

SECTION 3: OTHER INFORMATION (ONLY REQUIRED FOR NEW MEMBERSHIPS)

PLEASE EXPLAIN YOUR REASONS FOR JOINING FBNA AND HOW WE WOULD BE OF BENEFIT TO YOUR ORGANISATION:

DO YOU REQUIRE DELIVERY FOR YOUR FOODBANK ORDERS?

YES* NO - will pick up order from FBNA warehouse.

*Please note that delivery charges may apply (please refer to information sheet for charges)

CREDIT REFERENCES:

Please provide 2 companies who your organisation deals with on a regular basis:

COMPANY NAME:

CONTACT NAME:

PHONE:

EMAIL:

COMPANY NAME:

CONTACT NAME:

PHONE:

EMAIL:

SECTION 4: AGENCY DECLARATION

(Please read carefully and ensure you have the relevant documentation attached before signing)

The Agency Acknowledges that:

- 1) Foodbank NSW & ACT (FBNA) makes every effort to ensure that the quality of food supplied to an 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 “best by date” or the quality may vary from similar merchantable products. FBNA takes no responsibility for loss or injury arising out of food provided to an Agency.
- 2) In the event that a third party to whom the Agency has supplied food makes any claim against FBNA the Agency agrees to indemnify and hold FBNA harmless against any loss, injury, damage, costs, expenses including legal fees which FBNA or its donors may suffer or incur arising out of such claim.
- 3) It has supplied a Certificate of Currency of its current Public/Product Liability Insurance with this application and a copy of either registration certificate from Australian Charities and Not-for-profits Commission or OLGR (Charitable Fundraising Authority).
- 4) It will not sell, barter, or exchange products received from FBNA.
- 5) Food supplied can only be distributed to clients in need.
- 6) The term of FBNA Agency Membership Agreement must be renewed every year from date when Foodbank specifies.
- 7) FBNA may conduct onsite inspections to verify compliance with the terms and conditions of the FBNA Agency Membership Agreement by the Agency.

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

- Completed Foodbank NSW & ACT Agency Membership Agreement form.
- A copy of registration certificate from Australian Charities and Not-for-profits Commission (ACNC)
- A copy of Certificate of Currency of the Agency’s current Public/Product Liability Insurance.
- A copy of the Agency’s vision, mission statement and objectives. (Not required for Renewals)
- A copy of Agency’s last Annual Report (Optional)

On behalf of the Agency, I hereby make application for membership of Foodbank NSW & ACT and agree to comply with the terms and conditions referred to therein and any other applicable policies of Foodbank NSW & ACT that may be issued from time to time.

FULL NAME OF AGENCY:

FULL NAME OF PERSON COMPLETING APPLICATION:

POSITION IN AGENCY:

SIGNATURE:

DATE:

SECTION 5: AGENCY PROGRAM CONDITIONS

1. DEFINITIONS:

In these terms and conditions, unless stated otherwise:

- “Foodbank” or “FBNA” means Foodbank NSW & ACT Limited ABN 22 056 422 407
- Foodbank NSW & ACT Agency Membership Agreement” includes the application form forming part of this document.
- “Board” means the Board of Directors of Foodbank NSW & ACT Limited.
- “CEO” means Chief Executive Officer as appointed by the Board.
- “Foodbank Program” means the program administered by Foodbank by which food donated to Foodbank is distributed to Agencies who provide food assistance to individuals/families in need.
- “Service Fee” means the fee calculated in accordance with clause 5.1 to be paid pursuant to clause 5.3.
- “Member” means an Agency whose application for membership of the Foodbank Program has been accepted in accordance with clause 2 and which has agreed to be bound by these conditions.

2. MEMBERSHIP

- 2.1. FBNA will accept application for membership from accredited not-for-profit/charitable organisations that provide food assistance to individuals/families in need.
- 2.2. An Agency applying for membership must agree to be bound by these terms and conditions and must forward to Foodbank an Agency Membership Agreement along with documentation as stated in Clause 2.3
- 2.3. Documentation required to satisfy Foodbank membership:
 - A copy of registration certificate from Australian Charities and Not-for-profits Commission or Authority to Fundraise (Office of Charities).
 - A Certificate of Currency for Public/Product Liability Insurance.

3. MEMBER OBLIGATIONS

Members are required to:

- 3.1. NOT SELL, barter or exchange food.
- 3.2. Be informed and comply with all applicable laws concerning the sale (be aware of use-by and best-before-dates) and safe handling of food in New South Wales (e.g. Eskies or refrigerated vehicle required for transportation of chilled/frozen products).
- 3.3. Pay the Service Fee in accordance with clause 5.
- 3.4. Sydney Metropolitan Agencies are to provide their own transport to collect food from Foodbank unless other arrangements are made.
- 3.5. Make available for inspection and keep records relating to the receipt and distribution of food as Foodbank may require access from time to time to ensure compliance with these Terms and Conditions.
- 3.6. Allow reasonable access to Foodbank representatives to the Member’s food storage and preparation areas to ensure compliance with these Terms and Conditions on a bi-annual basis.
- 3.7. Ensure that food supplied to Agencies under this agreement can only be distributed to clients classified as needy.
- 3.8. Contribute to the Company’s property if the Company is wound up while they are a member or within one year after they cease to be a member, for payment of the Company’s debts and liabilities contracted before they ceased to be a member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required but always not exceeding \$10.00 in aggregate.

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 Members but will make all reasonable attempts to ensure that donated food is made available as equitably as possible.

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 Service Fee, on the basis of some food items distributed to the relevant Member on each order. An item charge rate may be implemented from time to time on certain items distributed by Foodbank. For the purpose of this clause 5.1, food is deemed to be distributed to a Member when it has been allocated to that Member notwithstanding that the food has not been collected by the Member. The Service Fee as prescribed in this Schedule may be varied from time to time. It is kept as low as possible to fund Foodbank’s operations.
- 5.2. Foodbank reserves the right to waive or reduce the Service Fee on selected items generally, on such terms and conditions as Foodbank determines from time to time.
- 5.3. Foodbank invoices the Member the Service Fees for each order. Payment must be made as directed in Schedule 6.
- 5.4. For delivery of goods, free goods must represent no more than 50% of the order.

6. PAYMENT OF ACCOUNTS

Foodbank requires payment of accounts within 7 days of invoice. Payments can be made via cheque, EFTPOS, credit card or internet banking.

7. TERMS OF MEMBERSHIP

Unless terminated earlier in accordance with Clause 8, membership will be for a period of 1 year from 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 re-apply for membership at least 2 months before the term of their current membership is due to expire.

Foodbank NSW & ACT reserves the right to charge a Membership Fee, in the future.

8. TERMINATION/ SUSPENSION OF MEMBERSHIP

Membership of Foodbank NSW & ACT may be terminated/suspended for breach of any of the Terms and Conditions in this Agreement and the following matters with seven (7) days notice:

- 8.1. Member failing to pay the Service Fee within a period of fourteen (14) days from the date of invoice.
- 8.2. Member removing stock from Foodbank without permission unless stated "Free".
- 8.3. Member failing to cooperate with any product limits set by Foodbank from time to time.
- 8.4. Member supplying products to people who do not have a legitimate need or are not in impoverished circumstances.
- 8.5. Member allowing products provided by Foodbank to be taken by their staff.
- 8.6. Member representatives' failure to cooperate with Foodbank staff on Foodbank premises.
- 8.7. Any change in a Member's circumstances.
- 8.8. Member ceases to be an accredited not-for-profit organisation for any reason.
- 8.9. A Member may terminate the membership of Foodbank Program at any time by written notice to Foodbank.

9. DISPUTE RESOLUTION

- 9.1. In the event of a dispute between a Member and Foodbank, the Member and the CEO will negotiate to resolve the dispute.
- 9.2. If following discussions in accordance with clause 9.1 the parties are unable to agree, the dispute will be referred to the Board, which may invite written submissions from the Member.
- 9.3. For the purpose of clause 9.2, the decision of the Board will be final.
- 9.4. Any termination of Membership as a result of clause 9.2 shall not be deemed to be subject to dispute resolution and the decision of the Board will be final.

10. DISCLAIMER

- 10.1. Food supplied by Foodbank must be transported and stored in accordance with all applicable food safety legislation having regard for the safety of the food and the use-by-date/best-before-date of all food items.
- 10.2. Foodbank recommends that all Members inform themselves and comply with all applicable food safety legislation as it relates to the food and the operations of the Member.
- 10.3. 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/best-before-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 best-before-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.

11. PRODUCT STOCK LIMITS

Foodbank relies on its relationship with food manufacturers and distributors for a constant supply of donated product. At times limits are set on certain products including for but not restricted to the following reasons:

- 11.1. Seasonal shortages
- 11.2. Small donation quantities
- 11.3. Popularity of product

Members will be advised of these limits through inclusion on the order form. Any Member found taking more than the limit stated on the picking slip shall be considered to be in breach of these Terms and Conditions.

12. METHOD OF ORDERING PRODUCT

- 12.1. Orders can be made online through our live Web Order system.
- 12.2. Members will receive a password to access online web ordering once their application has been approved and processed.
- 12.3. An excel Product Availability Form is available on our web site www.foodbanknsw.org.au for your perusal to see the type of products available. To access this page click on Agencies then Agency Web Ordering and you will find it under Downloads at bottom of the page.
- 12.4. Web orders will be accepted any day for dispatch by the second working day. Agencies who attend the warehouse for pick up must have their Web Order received day prior to picking for picking slip to be printed. No agency can attend the warehouse without an appointment. There is limited picking on Fridays.
- 12.5. The Web Order system is updated daily and will display all products that are available, their gross weight, use-by-date/best-before-date and service fee cost.
- 12.6. Placing orders in person shall NOT be allowed at any time.
- 12.7. No orders will be taken over the phone for any reason. To check deadlines for delivery orders see Foodbank website or phone office on (02) 9756 3099.

13. HOURS OF OPERATION

Collection of orders by appointment only:
Monday to Thursday from 8.00 am to 2.00 pm
Friday 10am to 2.00pm

Foodbank enquiries:
Monday to Friday from 8.00 am to 4.00 pm.

14. PROCEDURE FOR COLLECTION OF PRODUCT BY MEMBERS

- 14.1. Upon arrival at the Foodbank's site, the Member's representatives should proceed directly to the Service Desk and show the current Membership Card. Any person not holding a current membership card will be asked to proceed to Foodbank office for verification of their identification.
- 14.2. The Member representative will not enter any part of the Foodbank premises until they have completed the required WH&S induction and must not enter any areas signed NO ACCESS.
- 14.3. The Member representative will on completion of picking their order return to the Service Desk for final checking and sign the order form as complete and ready for invoicing.
- 14.4. Once an order is signed for there will be no further discussion entered into regarding shortages in the order.
- 14.5. The order may then be loaded into the Member representatives' vehicle.
- 14.6. The Member representative may not add to any order at the time of pickup.
- 14.7. Any person found opening cartons or removing product from cartons will be escorted from the premises and Membership may be suspended until further notice or terminated.

15. MEMBER REPRESENTATIVES AND VEHICLE ACCESS

- 15.1. Upon arrival at the Foodbank premises Member representatives should park vehicles only in the designated customer parking area. Limit of 1 vehicle per agency in parking area.
- 15.2. No driveways, doorways, gates or loading docks are to be obstructed.
- 15.3. Vehicles are not to enter the Foodbank warehouse at any time.

16. EXCLUSION OF IMPLIED TERMS AND CONDITIONS

These terms and conditions constitute the entire agreement between Foodbank and the Member and may only be varied by agreement in writing.

I/we acknowledge and agree to all the above terms and program conditions:

NAME: _____

SIGNATURE: _____

Date: _____