**Food Donations Agreement – Food Recycling Program**

**[Name of store/business]** has a fruit and vegetable and/or bakery donations (“Food Recycling”) program where certain products are donated to approved applicants.

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

1. You have provided **[Name of store/business]** with an application form to collect the donations 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 products donated.
2. You understand that there are risks associated with the collection, transportation, use, storage and disposal of the donations. To the fullest extent permitted by law, **[Name of store/business]** cannot be responsible for the food donations including your collection, transportation, use, storage and disposal of donations.
3. You are responsible for inspecting the donations at pick up time and shall only accept the donations if it is to your satisfaction. To the fullest extent permitted by law, **[Name of store/business]** does not make any representations or warranties as to the fitness or quality of the donations.
4. **[Name of store/business]** has not made any attempt to determine whether the donations are suitable for use as animal feed. You are responsible for determining whether the donations are suitable for use as a feed.
5. You understand that feeding ‘swill’ (any material of mammalian origin, or any substance that has come in contact with this material, but does not include: milk, milk products or milk by-products either of Australian provenance or legally imported for stockfeed use into Australia) to pigs is illegal in all states and territories and feeding swill to poultry is illegal in Queensland and you will check your compliance prior to feeding pigs.
6. You understand that feeding any animal products (meat, fish or dairy) to ruminants (which include cattle, goats, sheep, deer and camelids) is illegal in all states and territories, and you will check your compliance prior to feeding ruminants.
7. You understand that the onward supply of such products identified in (v) and (vi) to someone else to feed to pigs/

ruminants is also illegal in all states and territories.

1. You will not cause or permit donated products to be consumed by any person after any “use by” date marked on the products. If the products are not marked with a “use by” date, then you warrant that you will not cause or permit donated products to be consumed by any person after 24 hours of being supplied by **[Name of store/business]** to you.
2. You must comply with all applicable Commonwealth, state/territory and local laws or regulations (for example, not using the donations for baiting, poisoning, human consumption, sale or illegal disposal of waste).
3. In return for **[Name of store/business]** supplying the donations, you irrevocably indemnify **[Name of store/business]** on demand from and against any cost, loss, expense or claims arising directly or indirectly from you or your employee’s, agent’s or contractor’s collection, use, storage, transportation or disposal of the food donations. This indemnity is a continuing obligation and survives termination of this agreement.
4. You warrant that you use the food supplied at your own risk and that the supplier bears no responsibility.
5. If you are a hobbyist and aren’t engaged in a commercial venture **[Name of store/business]** will require confirmation of property insurance cover containing liability cover.

(xii) **[Name of store/business]** can terminate this agreement at any time.

(xiv) You understand that this Agreement may be terminated immediately by **[Name of store/business]** if you breach any term of this Agreement or if there is a change of legislation.

Yours faithfully

**[Name of store/business]**

I (PLEASE PRINT), , hereby accept and agree to

the terms of this Food Donations Agreement form [Name of store]

Signature: ……………………………………………………………………………………………

Date: ……………………

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| --- |
| **OFFICE USE ONLY** |
|  | Store Manager | State Administration Manager (if applicable) |
| Signature: |  |  |
| Print Name: |  |  |
| Date: |  |  |
| Approved: Denied:  |
| Reason if Denied: |