



FOODBANK DONATION - PRODUCT ACCEPTANCE GUIDELINES

(National Donors)

Contents	Page
1. Foodbank Overview	2
2. Product Specific Acceptance Guidelines & Dates	3
3. Making a Donation - Made Simple	5
4. Foodbank Contact Details	6
5. Appendix;	
- Donation of Private Label Product - Retailer Approval	7
- Civil Liability Act “Good Samaritan Act”	13
6. National Donor Partners	17

1. Foodbank Overview

Our Vision:

An Australia without Hunger

Our Mission:

To deliver the most food & groceries, to the most Australians in need in the most efficient and effective way

Our Purpose:

Foodbank will ...

Be an **effective partner** to the Australian food and grocery industry and welfare agencies

- Accepting and utilising all available donations whilst targeting the key staple foods and grocery products needed by agencies (applies to National Donors only)

Work to continually **lower handling fees** for welfare agencies

Be an advocate for public understanding of food insecurity

- Always based on fact

Strive to continuously improve both **efficiency and effectiveness** of our operations

- Maintaining our position as the **lowest cost food rescue organisation** in Australia

2. Product Specific Acceptance Guidelines & Dates

Background

Foodbank will endeavour to accept all products that you would find in a supermarket including fresh, ambient, chilled/frozen food and non-food items such as personal care, household care, basic apparel and general merchandise. The only exceptions are alcohol and tobacco products.

Guiding Principles

Foodbank WILL accept:

1. All product that is fit-for-purpose (FFP).
2. Product up to 6 months past BBD (allowing time for processing, distribution and final consumption).
3. Baby food up to BBD (allowing time for processing, distribution and final consumption).
4. Product that will be consumed prior to UBD (will depend on quantity available and available shelf life).
5. Refrigerated packed product where the cold chain has been maintained.
6. Bulk product (Subject to type and quantity of product).
7. Dented cans - but not if the rim or seam is damaged or the dent is a crease that could compromise the can lining.
8. Product that may have incorrect weight, packaging faults, damage, blemishes, be discontinued stock, have incorrect barcodes.
9. Product with labelling faults - must be accompanied by a letter and or labels from the donor confirming usability e.g. incorrect date code, allergens, ingredients.
10. Product withdrawals - for above reasons.

Foodbank WILL NOT accept:

1. Any product past the UBD, unless a letter is provided by the donor confirming the product is still FFP past the UBD and/or the product has been hard frozen prior to the UBD (where applicable). The letter also needs to confirm an acceptable exit date.
2. Any product 6 months past the BBD unless the donor provides a letter confirming the product is still FFP past this date.
3. Baby food that has passed its BBD.
4. Any 'blown' product.
5. Any product with visible mould.
6. Any product where packaging damage has caused the product to be exposed.
7. Any bottle or packaging where the seal has been broken.
8. Any product that has been subject to a product recall due to a food safety issue.
9. Any unlabelled product (Unless ingredient/allergen information and or labels are provided by the donor).
10. Drugs of dependence or products listed under the TGA e.g. tobacco or liquor products.

11. Hazardous chemicals e.g. fuel, chemicals utilised in agriculture. NB: All Foodbanks must carry MSDS (Material Safety Data Sheets) for all regular chemicals stored on site. Except Aerosols (class 2 flammable gas) in quantities that do not exceed state storage capabilities.
12. Any refrigerated product where maintenance of the cold chain is in doubt.
13. Product in glass packaging where broken glass is known to exist.

Guidelines for 'UBD' and BBD - by product type.

Product Group	Foodbank Acceptance Guide[^]	Foodbank Issue Guide* (*unless otherwise specified by the donor to ensure their quality standards are maintained/met)
Prepacked Fresh Meat	3 business days before UBD	Up to 3 Days prior to UBD, and or may be hard frozen prior to UBD and re-labelled accordingly
Prepacked Fruit & Vegetables	3 business days before UBD	Up to UBD
Products with UBD Date	10 business days before UBD	Not to be issued after UBD Date
Products with UBD Date – received into warehouse	7 business days into warehouse	Up to UBD
Fresh Bread	Up to BBD	BBD + up to 2 days
Thickened cream	Up to BBD	BBD + up to 2 weeks
Yoghurts, Dips	Up to BBD	BBD + up to 2 weeks
Dairy Desserts	Up to BBD	BBD + up to 2 weeks
Eggs	Up to BBD	BBD + up to 2 weeks
Sour cream, soft cream (incl cottage cheese)	Up to BBD	BBD + up to 4 weeks
Shredded cheese	Up to BBD	BBD + up to 4 weeks
Soft cheese e.g. brie, camembert, blue	Up to BBD	BBD + up to 4 weeks
High water content cheese: feta/ricotta/bocconcini	Up to BBD	BBD + up to 4 weeks
UHT Milk	Up to BBD	BBD + up to 8 weeks
UHT Milk (Soy, Almond)	Up to BBD	BBD + up to 6 weeks
Hard cheese e.g. cheddar, edam	Up to BBD	BBD + up to 4 months
Butter, butter blends	Up to BBD	BBD + up to 4 months
Margarine	Up to BBD	BBD + up to 4 months
Frozen Protein - Uncooked	Up to BBD	BBD + up to 3 months
Frozen Protein - Cooked	Up to BBD	BBD + up to 6 months
All other frozen products	Up to BBD	BBD + up to 6 months
Baby Food	Up to BBD	Up to BBD
All grocery /shelf stable*	BBD + up to 4 months	BBD + up to 6 months

[^]Guide only dependant on donation volumes and existing volumes/need within the network to ensure sufficient time to redistribute

3. Making a Donation - Made Simple

Can Foodbank Accept Chilled and Non Food Products?

Foodbank can accept all products that are sold in a Supermarket including Fresh, Ambient, Chilled/Frozen Food and Non Food items including Personal Care, Household Care, Basic Apparel and General Merchandise. With the only exception being alcohol and tobacco.

What Can Foodbank Accept?

Foodbank welcomes donations of product that is surplus, rejected, incorrect weight, packaging faults, damaged stock, deleted/discontinued stock, incorrect barcodes, incorrectly labelled or product intended for export.

Can I Donate Private Label Products?

The major Supermarkets & Quick Serve Restaurants have also agreed that suppliers of their private label product, can also donate their private label product directly to Foodbank without the need to repackage or deface the product.

Am I Covered?

Yes, product donated to Foodbank in good faith is also covered by the Civil Liabilities Act in your state, often referred to as the “Good Samaritan Act”.

What Happens With The Pallets?

Foodbank is supported by CHEP, Loscam, VPS & SAVI and have accounts in all states and territories and can provide authorisation for de-hire/transfer onto our accounts. This process will be arranged as part of Foodbank coordinating your donation.

Is My Product Shared?

With our national footprint, Foodbank will endeavor to meet the demand across Australia, by sharing product donations from our National Donors across all States/Territories.

So How Do I Donate?

Simply call or email Foodbank with the following information;

1. Product description
2. Location of product
3. Quantity available (Number of cartons / pallets)
4. Use By / Best Before date(s)
5. Pallet transfer details
6. Contact details of who is managing the donations from your organisation

Who Do I Contact?

For all initial donations you should contact Foodbank Australia.

Ongoing day to day donations will be coordinated by the local Foodbank in the state that your office and or the stock is located.

Please refer to section 3. Foodbank Contact Details for a list of contacts and the locations of each of our warehouses.

4. Foodbank Contact Details

August 2019

Foodbank Australia

Manages and facilitates overall National Donor relationship management
Is the central point of contact
Facilitates additional requests for support from our National Donors ie. During Natural Disasters, Cause Related Marketing etc

Michael Davidson GM - National Supply Chain	Suite 2251, 442 Auburn Rd, Hawthorn, VIC 3122	0400 724 613	michael@foodbank.org.au
Jacqui Payne National Program Manager - AGRI	11 Julius Avenue, North Ryde, NSW 2113	0401 420 713	jacqui@foodbank.org.au
TJ Lim National Program Manager - FMCG	11 Julius Avenue, North Ryde, NSW 2113	0427 991 812	TJ@foodbank.org.au



State and Territory Foodbank's

Local point of contact - operations
Facilitate National donation offers at a local level
Local team engagement opportunities (e.g. volunteering)

Co-ordination of logistics - deliveries and collections
Facilitate the split of interstate transfers to other Foodbank's
All Foodbank Warehouses operate: Monday - Friday

Foodbank	Contact	Warehouse Address	Warehouse Phone Number	Contacts Mobile	Contacts Email
QLD	Bob McMillian	179 Beverley St Morningside QLD 4170	07 3395 8422	0427 157 665	bob@foodbankqld.org.au
NSW	Rick Michael Andrew Wong	50 Owen Street Glendenning NSW 2761	02 9756 3099	0418 640 231 0432 877 205	operations@foodbanknsw.org.au
VIC	Daniel Parsons-Jones Sunil Lakshmanasinghe Morgan Deans	4/2 Somerville Rd Yarraville VIC 3013	03 9362 8328		food@foodbankvictoria.org.au
TAS	Carole Chilcott	4-8 Sunmont St Derwent Park TAS	03 62741052	0407 110 094	carole.fbt@outlook.com
SA	Ron Iasiello	377a Cross Rd Edwardstown SA 5039	08 8351 1136		roni@foodbanksa.org.au
NT	Cathy Beal	9 Mel Rd Berrimah NT 0828	08 8947 3669		cathy.beal@bcnt.org.au
WA	Sean Munslow-Davies	23 Abbott Road Perth Airport WA 6105	08 9463 3205		sean.munslow-davies@foodbankwa.org.au



If in **any doubt** about a potential donation offer, **please don't hesitate** to contact your local Foodbank contact or Jacqui or TJ, to avoid the cost of disposing of much needed product....

5. Appendix - Donation of Private Label Product - Retailer Approval

Appendix 5.1: Woolworths



17th November, 2017

Dear Trading Partner,

Woolworths is committed to supporting the community and also acting responsibly to protect the environment. In partnership with Foodbank, we are able to do both. Woolworths' food rescue program means that usable product not suitable for sale (e.g. short code, packaging issues, distressed stock etc.) is now donated to Foodbank to distribute to people in need. By doing this, we are having a positive impact on the lives of thousands of Australians as well as reducing the amount of product being dumped and going to landfill.

We understand that from time to time, you may have Woolworths Own Brand Products that are useable but not saleable to Woolworths for various reasons (e.g. past our DC acceptance date, packaging issues, deleted product etc), and that you currently have to dispose of this product.

To ensure that fit for use but unsaleable product does not end up as landfill, we will allow (in fact encourage) all suppliers of our Own Brands to consider Foodbank if this situation occurs. This is applicable to all of Woolworths branded products including Woolworths Category Brands:

- Essentials (Homebrand)
- Woolworths (Select)
- Macro
- Free From
- Odd Bunch

Foodbank has Deductible Gift Recipient status so all your donations are fully tax deductible, and Foodbank will provide a Tax Donation Receipt for all donations.

We have also given authority to Foodbank accept our Own Brand Product without the need for it to be repacked/de-packaged or defaced from our suppliers.

Woolworths is proud to support Foodbank and encourages all of its suppliers to consider Foodbank when developing their Corporate Social Responsibility and Waste Management programs.

Please find attached some information about Foodbank as well as the relevant details if you have product suitable for donation.

If you have any queries relating to suitability of product, implementation or any other matter regarding your agreement with Woolworths or our proposal, please don't hesitate to contact Michael Davidson at Foodbank on 0400 724 613.

Regards,

Alex Holt
General Manager, Quality, Health and Sustainability
Woolworths Group

Michael Davidson
General Manager – National Supply Chain
Foodbank Australia Ltd



ALDI Stores
(A Limited Partnership)
ABN 59 967 505 899

1 Sargents Road, Minchinbury, NSW 2770, AUSTRALIA

CORPORATE

Locked Bag 56
51 Marys Delivery Centre
NSW 2760

Telephone: (02) 9675 9000
Facsimile: (02) 9675 9399

Buying Department
Facsimile: (02) 9675 9299
(02) 9675 9288

December 2018

ALDI Branded Product Donations to Approved Charity Partners

Dear Supplier,

ALDI Stores proudly donates quality, nutritious food that can no longer be sold, to our food relief partners such as Foodbank. We are writing to you as we would also like to encourage our Supplier partners to divert good quality surplus food from landfill, and donate this to our food relief partners wherever possible.

To achieve efficiencies at every step of our supply chain, with this letter we are giving approval for surplus ALDI Stores exclusive branded products to be donated to one of our approved charity partners including Foodbank. No further approval from ALDI is required. Further to clause 13(c) of the *ALDI Stores Terms and Conditions of Purchase*, suppliers are also not required to remove ALDI branded packaging when donating surplus stock to one of our approved charity partners in accordance with this letter.

Foodbank distributes good quality excess food to Australians in need, for example:

- Fresh fruit and vegetables
- Dry foods such as canned tuna, spreads, cereals
- Dairy (milk, yogurt, cheese)
- Fresh meat (chicken, beef, lamb, pork) and all other processed meats
- Ready to go meals
- All items from the freezer such as frozen meals, pizzas, berries

In addition to this, when excess food is not suitable for humans, we donate it to farmers for animal feed or composting. For stores in remote locations, ALDI Australia works with local churches, farmers and smaller community based charities to donate food.

We want to ensure that any ALDI products that you are producing that fall into the "surplus" definition can be donated to these groups.

The benefit to you as a supplier is knowing that you are responsibly disposing of any ALDI product to organisations that will benefit. We would therefore recommend the partners that we already use, become your food donation partners as well.

Please note if you decide to work with these partners the communication and cooperation with them is between your organisation and theirs. ALDI will not manage the relationship.

If you wish to take up this relationship with Foodbank, please feel free to reach out via these contacts:

Contact Information: Foodbank	
National	02 9887 4144
NSW	02 9756 3099
ACT	02 9756 3099
VIC	03 9362 8300
QLD	07 3395 8422
SA	08 8351 1136
WA	08 9258 9277

Should you have any questions regarding this, please do not hesitate to contact Anand Joshi (02) 9675 9468.

Kind regards
ALDI Stores

Daniel Baker
Corporate Responsibility Director



March 22, 2017

Dear Corporate Brand Supplier,

Metcash is committed to supporting the community and also acting responsibly to protect the environment. In partnership with Foodbank, we are able to do both. Metcash's food rescue program means that usable product not suitable for sale (e.g. short code, packaging issues, distressed stock etc.) is now donated to Foodbank to distribute to people in need. By doing this, we are having a positive impact on the lives of thousands of Australians as well as reducing the amount of product being dumped and going to landfill.

We understand that from time to time, you may have Metcash Corporate Brand Products that are useable but not saleable to Metcash for various reasons (e.g. past our DC acceptance date, packaging issues, deleted product etc), and that you currently have to dispose of this product.

To ensure that fit for use but unsaleable product does not end up as landfill, we will allow (in fact encourage) all suppliers of our Corporate Brands to consider Foodbank if this situation occurs. This is applicable to all of Metcash's Corporate Brands including:

- Community Co
- IGA Signature
- Black & Gold
- No Frills

Foodbank has Deductible Gift Recipient status so all your donations are fully tax deductible, and Foodbank will provide a Tax Donation Receipt for all donations.

We have also given authority to Foodbank accept our Corporate Brands without the need for it to be repacked/de-packaged or defaced from our suppliers.

Metcash is proud to support Foodbank and encourages all of its suppliers to consider Foodbank when developing their Corporate Social Responsibility and Waste Management programs.

Please find attached some information about Foodbank as well as the relevant details if you have product suitable for donation.

If you have any queries relating to suitability of product, implementation or any other matter regarding your agreement with Metcash or our proposal, please don't hesitate to contact Michael Davidson at Foodbank on 0400 724 613.

Mehul (Mel) Patel
General Manager, Private Label
Metcash Trading Limited

Michael Davidson
General Manager - National Food
Foodbank Australia Ltd

About Foodbank

Foodbank is Australia's largest food relief organisation, providing 60 million meals a year to over 2,500 charities and 1,500 schools. Foodbank works with the entire Australian food and grocery industry including farmers, wholesalers, manufacturers and retailers. In addition, Foodbank collaborates with suppliers, manufacturers and transporters in a Key Staples Program to ensure there are supplies of essential food items in its warehouses every day. Foodbank is also the largest provider in Australia of food to schools for breakfast programs, partnering with the food industry, government and charities to ensure that children in most need start the school day with a nutritious meal. For more information please visit www.foodbank.org.au.

Appendix 5.4: Coles

Coles Policy re Private Label donations from manufacturers

Name: Coles Private Label donations – direct from the supplier	
Created by: Greg Warren	
Last reviewed: 1 st September, 2011	
<p>Purpose:</p> <p>To detail the process for accepting, defacing and issuing Coles Private Label products that are donated directly from their suppliers.</p> <p>Coles have permitted their suppliers to donate private label product directly to Foodbank on the condition that Foodbank defaces the product before it is issued to welfare agencies.</p> <p>Refer clause 8.5 Coles Supplier Guidelines</p> <p>8.5 Where suppliers wish to donate Coles branded products to Foodbank, written authorisation must be obtained from the relevant Coles Product Technologist prior to the donation, and a log book maintained by the supplier which clearly records the date of the donation, product details, batch numbers, Use-By / Best Before dates, quantities, reason for donation and a copy of the written Coles approval. Donations for Foodbank which have been approved by Coles and entered into the log do not need to have the Coles branding removed or defaced.</p> <p>Foodbank contact details may be found at : www.Foodbank.com.au</p>	
<p>Scope:</p> <p>This procedure applies to all / any Coles Private Label products that are donated directly from the supplier and includes:</p> <ul style="list-style-type: none"> • Coles Brand, • Coles Finest, • Coles Smart Buy 	
Definitions	
Word/Term:	Definition:
Private Label	Coles own brand or label
Deface branding	Remove or disfigure the brand / logo
Policy	
Foodbank will deface all / any Coles Private Label product that is donated directly from the supplier	

Procedure		
No:	Step/Description:	Responsibility:
1	Receipt the product from the supplier	Warehouse Manager
2	Record the donor as the supplier not Coles	Warehouse Manager
3	Isolate product in the warehouse until it has been defaced	Warehouse Manager
4	Deface the product <ul style="list-style-type: none"> - All individual packets are to be defaced - Deface logo on the front of the packet 	Warehouse Manager

	<ul style="list-style-type: none"> - Deface barcode on the rear or side of the packet - Either by using a thick, permanent marker and putting a cross through the logo or - By using the "Donated to Foodbank" stamp 	
5	When product has been defaced it is to be packed back into original cartons	Warehouse Manager
6	Product can then be made available to welfare agencies	Warehouse Manager

Appendix 5.5: McDonalds/Martin Brower

McDonalds/Martin Brower has also previously advised their private label suppliers that they have the option to donate products manufactured for them to Foodbank. Without the need for it to be removed from the original McDonalds packaging. Foodbank is able to support with any requests for approval for donations of product, if you haven't had prior approval to donate.

Appendix 5.6: KFC

KFC has also previously advised their private label suppliers that they have the option to donate products manufactured for them to Foodbank. Without the need for it to be removed from the original KFC packaging. Foodbank is able to support with any requests for approval for donations of product, if you haven't had prior approval to donate.

6. Appendix - Civil Liability Act - “Good Samaritan” Act

See below information on the Good Samaritan legislation in Australia - there is separate legislation in each State - in NSW the legislation is included as ‘Part 8’ in the Civil Liability Act 2002 No 22.

The link below will take directly to the NSW legislation. Below is an excerpt of the key sections below of the act, however it is recommended you review the applicable acts relevant to the state(s) in which you operate.

<http://www.legislation.nsw.gov.au/fullhtml/inforce/act+22+2002+pt.8+0+N?#pt.8a-sec.58c>

Civil Liability Act 2002 No 22



Status Information

Currency of version

Current version for 6 July 2009 to date (accessed 8 March 2010 at 08:40).

Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

The provisions displayed in this version of the legislation have all commenced. See [Historical notes](#)

Responsible Minister

Attorney General

Authorisation: This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 25 September 2009.

Part 8 Good Samaritans

55 Application of Part

- (1) This Part applies to civil liability of any kind.
- (2) This Part does not apply to civil liability that is excluded from the operation of this Part by section 3B.

56 Who is a good samaritan

For the purposes of this Part, a **good samaritan** is a person who, in good faith and without expectation of payment or other reward, comes to the assistance of a person who is apparently injured or at risk of being injured.

57 Protection of good samaritans

- (1) A good samaritan does not incur any personal civil liability in respect of any act or omission done or made by the good samaritan in an emergency when assisting a person who is apparently injured or at risk of being injured.
- (2) This section does not affect the vicarious liability of any other person for the acts or omissions of the good samaritan.

58 Exclusion from protection

- (1) The protection from personal liability conferred by this Part does not apply if it is the good samaritan's intentional or negligent act or omission that caused the injury or risk of injury in respect of which the good samaritan first comes to the assistance of the person.
- (2) The protection from personal liability conferred by this Part in respect of an act or omission does not apply if:
 - (a) the ability of the good samaritan to exercise reasonable care and skill was significantly impaired by reason of the good samaritan being under the influence of alcohol or a drug voluntarily consumed (whether or not it was consumed for medication), and
 - (b) the good samaritan failed to exercise reasonable care and skill in connection with the act or omission.
- (3) This Part does not confer protection from personal liability on a person in respect of any act or omission done or made while the person is impersonating a health care or emergency services worker or a police officer or is otherwise falsely representing that the person has skills or expertise in connection with the rendering of emergency assistance.

Part 8A Food donors

58A Interpretation

In this Part:

donate food includes distribute, without payment or other reward, food donated by others.

food, handling and *unsafe food* have the same meanings as they have in the [Food Act 2003](#).

personal injury includes:

- (a) pre-natal injury, and
- (b) impairment of a person's physical or mental condition, and
- (c) disease.

58B Application of Part

- (1) This Part applies to civil liability of any kind.
- (2) This Part does not apply to civil liability that is excluded from the operation of this Part by section 3B.

58C Protection of food donors

- (1) A person who donates food (the *food donor*) does not incur any civil liability in respect of any death or personal injury that results from the consumption of the food if:
 - (a) the food donor donated the food:
 - (i) in good faith for a charitable or benevolent purpose, and
 - (ii) with the intention that the consumer of the food would not have to pay for the food, and
 - (b) the food was safe to consume at the time it left the possession or control of the food donor, and
 - (c) where the food was of a nature that required it to be handled in a particular way to ensure that it remained safe to consume after it left the possession or control of the food donor—the food donor informed the person to whom the food donor gave the food of those handling requirements, and
 - (d) where the food would only have remained safe to consume for a particular period of time after it left the possession or control of the food donor—the food donor informed the person to whom the food donor gave the food of that time limit.
- (2) For the purposes of this section, food is safe to consume if it is not unsafe food.

Part 9 Volunteers

59 Application of Part

- (1) This Part applies to civil liability of any kind, other than liability for defamation.
- (2) This Part does not apply to civil liability that is excluded from the operation of this Part by section 3B.

60 Definitions

- (1) In this Part:

community organisation means any of the following that organises the doing of community work by volunteers and that is capable of being sued for damages in civil proceedings:

- (a) a body corporate,
- (b) a church or other religious organisation,
- (c) an authority of the State.

community work means work that is not for private financial gain and that is done for a charitable, benevolent, philanthropic, sporting, educational or cultural purpose, and includes work declared by the regulations to be community work but does not include work declared by the regulations not to be community work.

organised includes directed or supervised.

volunteer means a person who does community work on a voluntary basis.

work includes any activity.

- (2) For the purposes of this Part:
 - (a) community work done by a person under an order of a court is not to be regarded as work done on a voluntary basis, and
 - (b) community work for which a person receives remuneration by way of reimbursement of the person's reasonable expenses in doing the work, or within limits prescribed by the regulations, is to be regarded as work done on a voluntary basis.
- (3) A regulation declaring work to be community work may be expressed to extend to apply in respect of civil liability for an act or omission occurring before the commencement of the regulation, except in a case in which proceedings to recover damages for the act or omission were commenced in a court before that commencement.

61 Protection of volunteers

A volunteer does not incur any personal civil liability in respect of any act or omission done or made by the volunteer in good faith when doing community work:

- (a) organised by a community organisation, or
- (b) as an office holder of a community organisation.

62 Liability not excluded for criminal acts

This Part does not confer protection from personal liability on a volunteer in respect of an act or omission of the volunteer if it is established (on the balance of probabilities) that at the time of the act or omission the volunteer was engaged in conduct that constitutes an offence.

63 Liability of intoxicated volunteer not excluded

The protection from personal liability conferred on a volunteer by this Part in connection with any community work does not apply if:

- (a) the ability of the volunteer to exercise reasonable care and skill when doing the work was significantly impaired by reason of the volunteer being under the influence of alcohol or a drug voluntarily consumed (whether or not it was consumed for medication), and
- (b) the volunteer failed to exercise reasonable care and skill when doing the work.

64 Liability of volunteer not excluded if acting outside scope of activities or contrary to instructions

This Part does not confer protection from personal liability on a volunteer in respect of an act or omission of a volunteer if the volunteer knew or ought reasonably to have known that he or she was acting:

- (a) outside the scope of the activities authorised by the community organisation concerned, or
- (b) contrary to instructions given by the community organisation.

65 Liability not excluded if insurance required

This Part does not confer protection from personal liability on a volunteer if the liability is a liability that is required by or under a written law of the State to be insured against.

66 Liability not excluded for motor accidents

The protection from personal liability conferred on a volunteer by this Part does not apply if the liability would, but for this Part, be covered by a third-party insurance policy under the [Motor Accidents Compensation Act 1999](#) or be recoverable from the Nominal Defendant under that Act.

7. National Donor Partners (as at September '19)

THANK YOU TO OUR NATIONAL FOOD & GROCERY INDUSTRY PARTNERS



Along with more than 1,800 state based local food & grocery donors