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# NSW EPA Food Rescue Rebate

## Terms and Conditions

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The NSW Environment Protection Authority (EPA) reserves the right to refuse any application that does not meet the eligibility requirements outlined in the below Terms and Conditions or the Food Rescue Rebate Guidelines. Please read both carefully before submitting your rebate application.

These Terms and Conditions set out the eligibility requirements, payment terms and general terms and conditions for the Food Rescue Rebate Program. The EPA has also made available the Food Rescue Rebate Guidelines to provide general guidance to an applicant (you and your) when applying for a Food Rescue Rebate.

By accepting these Terms and Conditions through SmartyGrants, you agree to be bound by the Terms and Conditions. If your application is successful, you will continue to be bound by these Terms and Conditions.

## Table of Contents

Definitions .....	3
1. Program and acceptance of terms and conditions.....	4
2. Eligibility .....	5
3. Eligible Items.....	5
4. What's not eligible for the rebate? .....	6
5. Payment terms.....	8
6. Safe use/fitness of item.....	8
7. Conflict of interest.....	9
8. No warranties .....	9
9. Refund of a rebate .....	9
10. Limitation of liability .....	9
11. Privacy .....	9

## Definitions

For the purpose of this rebate:

**Capacity** means the amount of a Rescued Food that is physically able to be rescued, stored, processed and/or redistributed by the applicant.

**EPA** means the New South Wales Environment Protection Authority.

**Eligible Address** means the physical address of a premises from which the Food Rescue Organisation or Food Relief Organisation operates and provides food rescue and/or relief support to the community. This address must be:

- listed on <https://askizzy.org.au/> under food support; and
- on all required rebate application supporting documents (e.g. bank statements).

**Food Donor** means a business who donates good quality food suitable for human consumption to Food Relief and/or Food Rescue Organisations.

**Food Relief Organisation** is a not-for-profit organisation that provides free or low-cost Rescued Food directly to the community (e.g. meals, community kitchens, hampers, pantries etc.), and meets the following criteria. A Food Relief Organisation must:

- operate, and have operated, in NSW with an active Australian Business Number (ABN) of at least 6 months;
- be actively listed on <https://askizzy.org.au/> under food support; and
- be registered on <https://www.acnc.gov.au/charity/charities>.

**Food Rescue Organisation** is a not-for-profit organisation that collect and distribute rescued food from Food Donors and either deliver it directly to Food Relief Organisations or store it in warehouses, ready for distribution to Food Relief Organisations, and meets the following criteria. Noting a Food Rescue Organisation many also be a Food Relief Organisation, a Food Rescue Organisation must:

- Operate, and have been operating, in NSW with an active Australian Business Number (ABN) of at least 6 months; and
- Be registered on <https://www.acnc.gov.au/charity/charities>.

**Rescued food** means collecting (i.e. rescuing) good quality food suitable for human consumption from a Food Donor thereby preventing it from being disposed to landfill.

## **1. Program and acceptance of terms and conditions**

- 1.1 Under the EPA's Food Rescue Rebate Program (Rebate Program), the EPA is offering eligible not-for-profit organisations the opportunity to apply for a rebate up to a maximum of \$2,000 (including GST) for eligible rebate items.
- 1.2 The Rebate Program is intended to support the NSW food rescue and relief sector to increase the sector's Capacity to safely manage Rescued Food.
- 1.3 The Rebate Program only applies to items deemed eligible by the EPA to support the food rescue and relief sector in NSW (Eligible Items).
- 1.4 Eligible applicants can apply for one rebate per financial year, per Eligible Address.
- 1.5 If the applicant not-for-profit organisation operates from multiple premises in NSW, each premises may be considered an Eligible Address for the purposes of the Rebate Program. Each Eligible Address will be eligible for one rebate per financial year by demonstrating that multiple communities are being supported.
- 1.6 If an applicant claims a rebate for an amount less than the maximum rebate, an applicant cannot claim the balance, or any increase to the original rebate amount within the same financial year as their initial successful rebate application per Eligible Address.
- 1.7 The EPA, in its absolute discretion, may change these terms and conditions or Eligible Items at any time, and/or cancel the Rebate Program at any time. The EPA has no obligation to give notice or to advise in advance of any changes to or cancellation of the Rebate Program. An applicant is responsible for reviewing and complying with these terms and conditions prior to applying for a rebate.
- 1.8 The EPA and the Rebate Program do not recommend or promote any supplier over another supplier or competitor.
- 1.9 At all times you and your not-for-profit organisation are responsible for compliance with all legal requirements and work health and safety obligations that your organisation must satisfy in operating its food rescue or food relief business at each of its premises.
- 1.10 The EPA reserves the right to refuse a claim where the EPA concludes that the claim for rebate does not fit within the intent and objective of the Rebate Program.
- 1.11 The EPA, or an EPA representative, reserves the right to schedule a site visit to the applicant's Eligible Address, following receipt of a rebate, to confirm an eligible item is used for the intended purpose under the Rebate Program.
- 1.12 By applying for a rebate, an applicant agrees to be bound by these terms and conditions.

## 2. Eligibility

2.1 To apply for a rebate for an eligible item, you must meet the following criteria:

- (a) be a Food Rescue and/or Food Relief Organisation operating in NSW;
- (b) have an active Australian Business Number (ABN) for at least six months;
- (c) be a not-for-profit organisation registered on <https://www.acnc.gov.au/charity/charities>;
- (d) have an active website or social media page demonstrating food rescue and/or relief activities in NSW;
- (e) be operating from an Eligible Address listed on <https://askizzy.org.au/> under food support; and
- (f) be using the purchased item(s) at an Eligible Address that has not already received this rebate in the current financial year.

2.2 Solvency

Your not-for-profit organisation and/or its authorised representative must be solvent on the date of applying for the rebate.

2.3 No conflict of interest

Your not-for-profit organisation and/or its authorised representative must not have a conflict of interest, as defined in clause 8 of these terms and conditions.

2.4 Insurance cover

At the time of applying for the rebate, you must ensure your not-for-profit organisation has the appropriate insurance cover in place to cover liabilities related to your activities. You may be required to provide evidence of this insurance cover upon request by the EPA.

## 3. Eligible Items

3.1 The EPA will only provide a rebate in relation to an Eligible Item. Eligible Items must:

- (a) have been purchased in the same financial year as when you are applying for a rebate. If an item is purchased in June, an extension may be permitted and applicants may be able to apply for a rebate up to 31 July of the same year for the rebate to apply towards the previous financial year;
- (b) contribute to increasing the Capacity of the not-for-profit organisation to rescue, store, process and/or redistribute Rescued Food from Food Donors to the community;

- (c) be purchased and paid in full, items cannot be leased, hired or purchased through a payment plan;
- (d) be purchased from a registered business; and
- (e) be a new item.

3.2 Eligible Items may include:

- (a) Items or goods and equipment that will contribute to increased Capacity to rescue, store, process and/or redistribute Rescued Food from Food Donors to the community;
- (b) food donation, rescue and relief related educational resources targeted at increasing Rescued Food;
- (c) applicant not-for-profit organisation branded reusable uniforms or protective clothing items for staff and/or volunteers;
- (d) costs associated with technology or system development to improve operational efficiency including data monitoring and storage of data;
- (e) costs associated with consultancy research, a feasibility study, a cost benefit analysis, to review and make recommendations on how the applicant organisation can increase their capacity to rescue, store, process and/or redistribute increased amounts of Rescued Food. Recommendations must include how the applicant organisation can sustain changes in the long term without ongoing government funding, including how to manage ongoing costs.
- (f) Any of the above that implement recommendations made in (e).

## 4. What's not eligible for the rebate?

- 4.1 The EPA will not provide a rebate for the installation, testing, construction and commissioning of Eligible Items. Where Eligible Items require installation, the installation should be carried out by a qualified commercial installer or a licensed tradesperson complying with all applicable laws.
- 4.2 The EPA will not provide a rebate for items where it considers, in its absolute discretion, that they:
- (a) have not been purchased by the applicant;
  - (b) are not predominantly for food rescue and/or relief related purposes and are not intended to be used routinely for food rescue and/or relief reasons for more than 1 year;
  - (c) do not relate to increasing the amount of Rescued Food diverted from landfill;

- (d) an applicant cannot clearly demonstrate to the satisfaction of the EPA that the item will support the NSW food rescue and relief sector to expand their Capacity to manage and provide Rescued Food to the community;
- (e) are intended for food other than for human consumption;
- (f) are second hand;
- (g) are outside of NSW;
- (h) are raw building materials;
- (i) have not been purchased in the same financial year as the application;
- (j) a rebate is being sought to cover freight and/or insurance costs;
- (k) the item or quantities of items could be used for domestic or household purposes;
- (l) the item is single use;
- (m) the item relates to food waste disposal or food waste reuse;
- (n) the item relates to purchasing food or land;
- (o) the invoice, or receipt or proof of payment provided for the purchase of the item is not a legitimate document or is missing required details;
- (p) a rebate is being sought by an applicant that in the EPA's opinion is considered to have submitted false or misleading information;
- (q) a not-for-profit organisation has already received a rebate for the Eligible Item, from any Commonwealth, State, Territory or local government;
- (r) an application is made by an agent or a consultant on behalf of a not-for-profit, or it considers that application has been made by someone on behalf of a not-for-profit organisation not eligible to apply for a rebate;
- (s) a rebate is being sought by multiple related organisations using common premises;
- (t) a rebate is being sought by multiple related not-for-profits supporting the same community;
- (u) an item is a normal operational expense, including, but not limited to, rent, fuel, electricity, service, maintenance, repair, salaries and housekeeping costs;
- (v) a rebate is sought for training that will be provided to staff;
- (w) is for costs related to preparing and/or applying for the rebate;

- (x) is a statutory requirement or regulated by a legislation including, but not limited to, fire safety, local council, planning legislation, building code.

## 5. Payment terms

### 5.1 Proof of purchase

#### 5.1.1. Invoices

5.1.1.1. Invoices showing the purchased Eligible Item(s) must have the supplier's name and ABN, your not-for-profit organisation name, address and ABN, payment date, itemised cost and description of each Eligible Item. Services such as freight and installation must be listed separately and are not reimbursed.

5.1.1.2. If more than one Eligible Item is purchased and the total value for all Eligible Items are greater than \$2,000 (including GST), the applicant may be eligible for the full rebate amount of \$2,000 (including GST).

#### 5.1.2. Receipts

5.1.2.1. Receipts for purchased Eligible Items, including EFTPOS receipts, must have the supplier's name and ABN, payment date, item cost and description of each Eligible Item.

### 5.2 Proof of payment

5.2.1. Proof of payment for Eligible Item(s) may be a bank statement showing payment for the Eligible Item(s) has been made by the applicant.

5.2.2. If the Eligible Item was purchased with cash, you will need to provide written evidence from the supplier to confirm the invoice has been paid in full with cash. Written evidence must have the supplier's name and ABN, payment date, item cost and description of each paid Eligible Item. The invoice must include the details set out in 6.1.1.1.

5.2.3. Proof of payment must have identifying information showing the connection to the applicant, such as the not-for-profit organisation's name, address and the same BSB and account number as the account the rebate would be deposited.

5.2.4. Screenshots of transactions or exported transaction lists are not accepted as proof of payment for Eligible Item(s).

## 6. Safe use/fitness of item

6.1 The intended use of the item must comply with the intent and/or requirements of any manufacturer, designer and suppliers' instructions regarding its safe use and fitness for purpose and must adhere to the intent and/or requirements of any relevant and



applicable Australian Standard. The EPA takes no liability for the use of the items funded through the Rebate Program (see clause 9).

## **7. Conflict of interest**

7.1 You are not eligible to obtain a rebate if you, or a relative are:

- (a) the supplier of the goods/services;
- (b) employed by the supplier of the goods/services; or
- (c) have any legal interest in the supplier of the good/service.

7.2 If you are employed by the EPA or are contracted to provide services to the EPA, you will not be eligible to apply for a rebate.

## **8. No warranties**

8.1 The EPA does not make any express or implied warranty in relation to the performance or functionality of any Eligible Item which may be purchased by an applicant.

## **9. Refund of a rebate**

9.1 Applicants may be required to repay a rebate if any of these terms and conditions have been breached.

## **10. Limitation of liability**

10.1 To the extent permitted by law, the EPA (including their officers, employees and agents) will not be liable for any direct, indirect, incidental, special or consequential loss or damage or for any death, illness, personal injury, financial loss or property damage however caused (including by negligence) which may be suffered or incurred by a not-for-profit, customer or any other person arising directly or indirectly or in any way connected with the Rebate Program.

## **11. Privacy**

11.1 The EPA gives priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the [Privacy and Personal Information Protection Act 1998](#) (PIIP Act). The personal information contained in your application is collected and held by the EPA Organics unit.

11.2 We collect your personal information for the following purposes:

- (a) processing your application and determining your eligibility for the rebate under the Rebate Program terms and conditions; and

- (b) internal administrative purposes, including processing your rebate payment and liaising with you in relation to your application.
- 11.3 The information we collect from you is provided voluntarily. The consequence of not providing it is that your application may not be able to be determined.
- 11.4 The EPA reserves the right to use any images uploaded during the application process. By providing consent and uploading these images during the application process you confirm that the consent of any and all persons present in the still and/or moving images has been given to the EPA, and that the EPA can use the image(s) for purposes which relate to the promotion and demonstration of the EPA's Rebate Program on multiple platforms across print and digital media, including but not limited to, web and social media.
- 11.5 We may use your personal information for the following purposes:
  - (a) to confirm your details if you make any subsequent applications in relation to the Rebate Program;
  - (b) to send you surveys or evaluation activities only in relation to the Rebate Program; or
  - (c) to otherwise support more informed policy making, program management, evaluation, research and service planning as it can facilitate more efficient service delivery for NSW.
- 11.6 We may disclose your personal and/or not-for-profit organisation information:
  - (a) to your chosen supplier to confirm that your purchase is an eligible purchase under the Rebate Program;
  - (b) to your nominated bank institution to confirm that your bank information is legitimate;
  - (c) to the not-for-profit organisation to confirm applicant eligibility;
  - (d) to Ask Izzy to confirm your address/Eligible Address; and
  - (e) to the Australian Charities and Not-for-profits Commission (ACNC) to confirm your eligibility.
- 11.7 We will not use or disclose your personal information to anybody else unless you have given consent, or we are authorised or permitted to do so by law. Our [Privacy Statement](#) describes when this may occur.
- 11.8 The [Privacy Management Plan](#) provides information on how you can request access to or correct the personal information the EPA holds about you (if the information is inaccurate, incomplete, not relevant or out of date) and who to contact if you have a privacy enquiry or complaint, or email [gipa.privacy@epa.nsw.gov.au](mailto:gipa.privacy@epa.nsw.gov.au).



For more information about how the EPA NSW handles personal information, please visit <https://www.epa.nsw.gov.au/about-us/contact-us/website-service-standards/privacy>.

You may apply to access and correct any information about you that the EPA holds by contacting the EPA at:

**Information Access & Privacy Unit**

Locked Bag 5022 Parramatta NSW 2124

Phone: 02 9860 1440

Email: [gipa.privacy@epa.nsw.gov.au](mailto:gipa.privacy@epa.nsw.gov.au)