

# FOOD RESCUE

- The Food Rescue concept and its application in New Zealand
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# What is Food Rescue?

Food rescue (also called food recovery) is the practice of safely retrieving edible food that would otherwise go to waste, and distributing it to those in need. (The recovered food is edible, but cannot be sold.)

# Food Insecurity

## Why is it important?

People who experience food insecurity :

- Are forced to buy cheaper food to pay for other things (such as rent or heat)
- Often have to go without fresh fruit and vegetables
- Use special food grants or food banks

People are more likely to experience food insecurity in NZ if:

- They have a low household (disposable) income
- They live in a neighbourhood deprivation
- Are dependent on government subsidies
- Are a female solo parent
- Are Maori or Pacific ethnicity

# Food Waste

## Why is it important?

At the same time New Zealand produces annually:

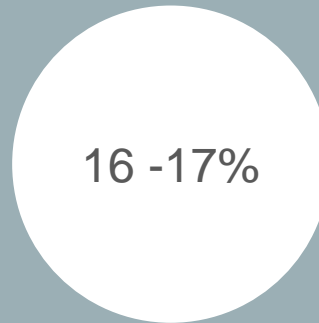


Reference: Reynolds, C.J.; Miroso, M.; Clothier, B. New Zealand's Food Waste: Estimating the Tonnes, Value, Calories and Resources Wasted. *Agriculture* **2016**

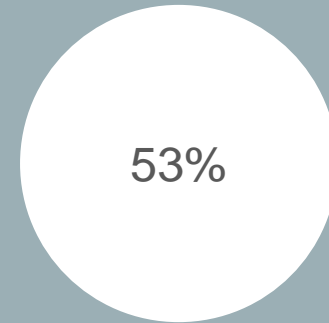
# What drives it?



Increasing  
food cost



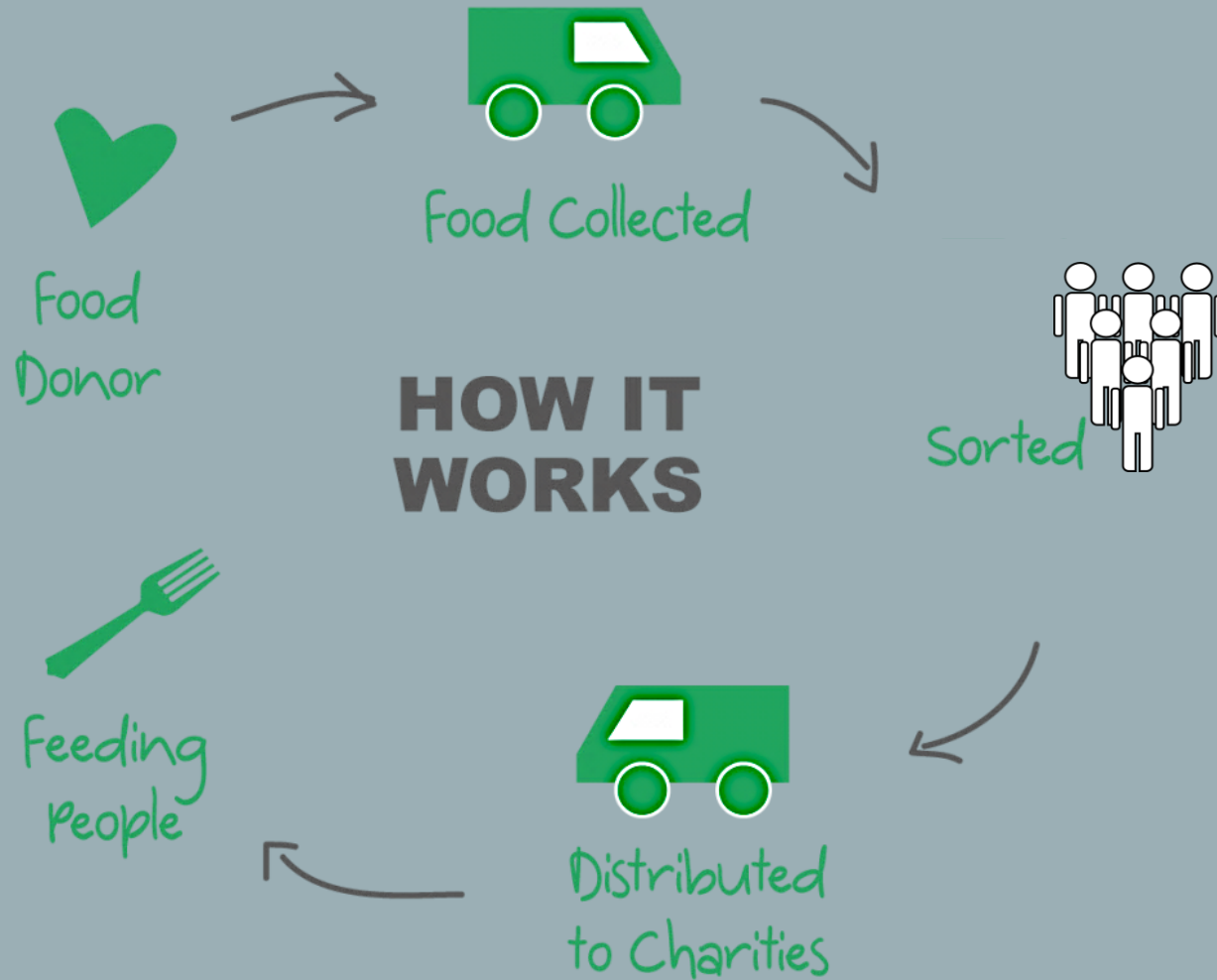
The average New  
Zealander spends 16-  
17% of income on food.

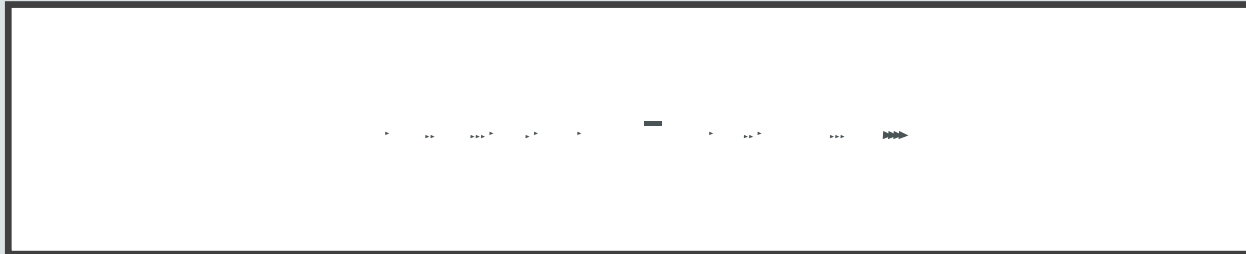


Some families on low  
incomes and benefits  
spend up to 53% of  
their net income on  
basic healthy foods.\*

Supermarkets have good selection and compete on price but are not  
always accessible to those without personal transport

# The Food Rescue Model





### 352 Immunity of food donors

- (1) A donor is protected from civil and criminal liability that results from the consumption of food donated by the donor if—
  - (a) the food was safe and suitable when it left the possession or control of the donor; and
  - (b) as applicable, the donor provided the recipient with the information reasonably necessary to maintain the safety and suitability of the food.
- (2) In this section, **donor** means a person who donates food—
  - (a) in good faith for a charitable, benevolent, or philanthropic purpose; and
  - (b) with the intention that the consumer of the food would not have to pay for it.

*“The “Immunity of food donors” clause has helped alleviate concerns from some food donors. When I first approached potential food donors their primary reason for not donating surplus food was because they thought it was illegal to donate, that they would be liable if anyone got sick from and they would have no control over the food once it had left their control/possession. Once I explained to them about the law they often began donating (but not always - some just couldn’t trust the legislation).”*

*FoodRecovery Organiser CEO*



## *Meaning of safety and suitability*

### **12 Meaning of safety and suitability**

- (1) In this Act, unless the context otherwise requires, **safety** and **suitability**, in relation to food, have the meanings set out in subsections (2) and (3) respectively.
- (2) **Safety** means a condition in which food, in terms of its intended use, is unlikely to cause or lead to illness or injury to human life or public health.
- (3) **Suitability** means a condition in which the matters specified in—
  - (a) subsection (4) are appropriate to food in terms of its intended use; and
  - (b) subsection (5) do not apply.
- (4) The matters referred to in subsection (3)(a)—
  - (a) include the composition, labelling, identification, and condition of the food; but
  - (b) do not include—
    - (i) matters that are directly related to the food's safety; or
    - (ii) matters of quality or presentation of the food that relate to a purely commercial decision by the person trading in the food.
- (5) Food is unsuitable if it—
  - (a) is in a condition that is offensive:
  - (b) is damaged, deteriorated, or perished to the extent of affecting its reasonable intended use:
  - (c) contains, or has attached to it or enclosed with it, any damaged, deteriorated, perished, or contaminated substance or thing to the extent of affecting its reasonable intended use:
  - (d) contains a biological or chemical agent, or other substance or thing, that is foreign to the nature of the food and the presence of which would be unexpected and unreasonable in food prepared or packed for sale in accordance with good trade practice:
  - (e) has packaging that is damaged, deteriorated, perished, or contaminated to the extent of affecting the food's reasonable intended use.
- (6) Food is not unsafe or unsuitable merely because—
  - (a) any part of the community objects to it on moral, ethical, cultural, spiritual, or religious grounds; or
  - (b) any person objects to it because of personal preference; or
  - (c) its consumption in inappropriate quantities may damage a person's health; or
  - (d) its presence or consumption is unhealthy for any person who has an allergy or other personal health condition.

# Case Study - KiwiHarvest

Auckland and Dunedin branches (since 2012)

150 food donors

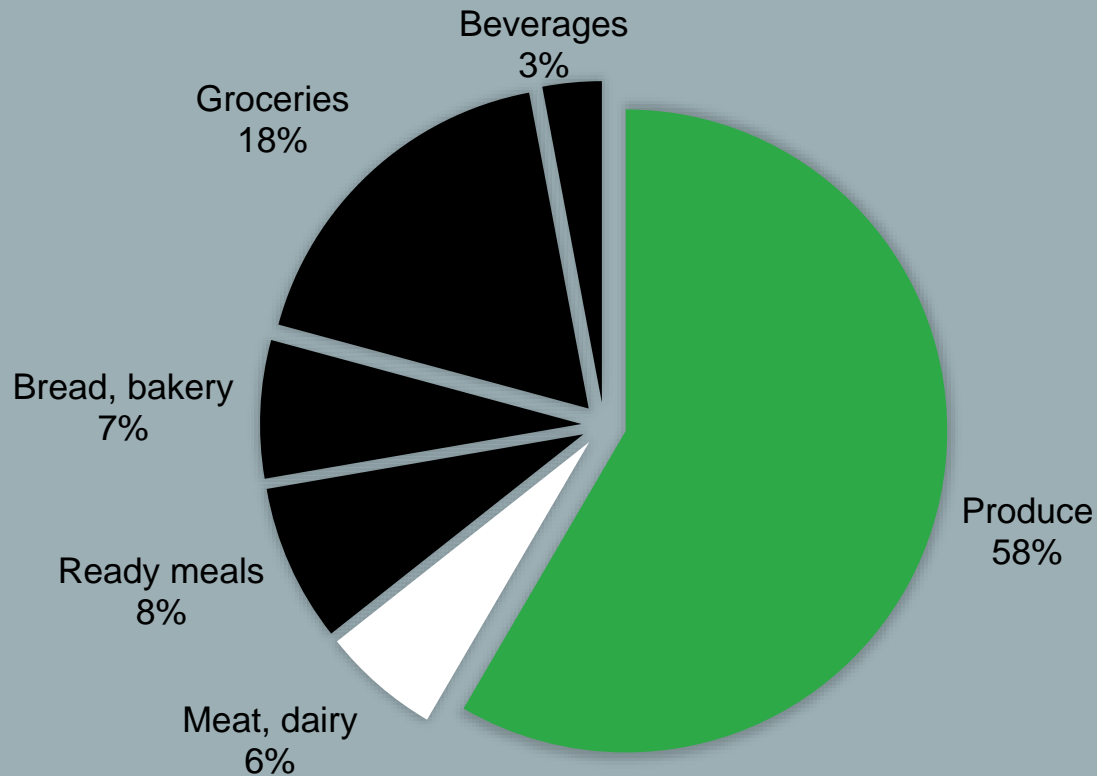
160 charities and community groups

Refrigerated vehicles & food safety trained personnel

# KiwiHarvest Pillars



# Measurable Impacts



# Measurable Impacts

In 5 years

**1 million  
tonnes food  
diverted from  
landfill**

**Equivalent  
3,000,000  
meals**



# Measurable Impacts

## In 5 years

~\$6 million of food reintroduced  
back into the community

Saved:

CO<sub>2</sub>   H<sub>2</sub>O   Kw (energy)





# The True Impact





# Changing behaviours





# Valued Volunteers



RESCUING FOOD • NOURISHING COMMUNITIES

# Cooking for a Cause



# Return on Investment

**\$1 = TWO MEALS**

**KIWIHARVEST.ORG.NZ**

## FOOD SAFETY IS KEY!

- To comply with the requirements of NZ Food Act 2014 s12 (which is required for protection under s352), the following agreements and documents are in place to ensure the **safety and suitability** of the food collected, handled, transported and distributed:
  - 1. Food Donor MOU
  - 2. Food Safety and Handling Manual
  - 3. Recipient Agency MOU



### FoodShare Food Donor Memorandum of Understanding

Food Donor/Donor Business Name: ..... ("the Donor")

Representative Name: .....

Email: .....

Phone: .....

1. The Donor confirms that, to its knowledge, it has used its best endeavours to provide the food that is, at the time of donation, safe and suitable for consumption as required by law, including in accordance with Section 12 of the Food Act 2014.
2. FoodShare acknowledges that to the extent that the Donor is protected from civil and criminal liability under section 352 of the Food Act 2014, the Donor will not be liable to FoodShare in connection with this memorandum of understanding or any donation of food made under this memorandum of understanding.
3. FoodShare may distribute any donated food to charities that are registered with FoodShare and will use reasonable endeavours to ensure that such charities will receive and use the food for a charitable, benevolent or philanthropic purpose (and the consumers of such food will not pay for it).
4. FoodShare may use the donated food for educational events from time to time.
5. The Donor acknowledges that charities that may receive donated food have agreed to receive the food from FoodShare on the basis that the donated food:
  - a. Will be used to feed those people that the charity serves;
  - b. Will not be donated by the charity to third parties without FoodShare's express authorization; and
  - c. Will not be sold.

#### GENERAL

6. **Promotion:** FoodShare may publish the name and details of the Donor on its website, in publicity material or other forms of media/social networking. The Donor may, with FoodShare's prior consent, refer to its support of FoodShare on its website, in publicity material or other forms of media/social networking.
7. **Costs:** The Donor will be responsible for any and all of the costs associated with the donated food up to the time of collection of and/or delivery of donated food. FoodShare will be responsible for all costs associated with the transportation, storage, sorting and distribution of donated food from the time of collection from the Donor/delivery of donated food to FoodShare's premises.
8. **Term:** From the date of signing, this Memorandum will continue until terminated, in writing, by either party. The terminating Party will give as much notice as is practicable in the circumstances. The Donor will give FoodShare no less than 10 working days' notice if their food donations are to end permanently.

#### Executed as a Memorandum of Understanding

Signed on behalf of FoodShare:

Signed on behalf of the Food Donor:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

FoodShare Limited ("FoodShare")

Terms and Conditions For Receiving Food

In consideration of FoodShare agreeing to supply food to:

\_\_\_\_\_ (*the Recipient*), the Recipient agrees that:

1. The Recipient will receive food distributed by FoodShare for a period of 1 year from the date of signing this document.
2. While FoodShare will use its best endeavours to provide food free from any defect, the Recipient acknowledges that donated food may contain allergens and FoodShare and the food donor gives no warranties in relation to food freshness or contamination.
3. The Recipient shall ensure any health warnings printed on any food is strictly adhered to and the Recipient shall not give any food to any person who has any food allergies.
4. The Recipient will inspect the food on receipt and satisfy itself of its quality and fitness for consumption.
5. The Recipient indemnifies both the original donor and FoodShare from any costs, claims or demands arising from any food provided to the Recipient.
6. FoodShare and the original food donor shall not be liable for any losses the Recipient may suffer resulting from the condition and/or consumption of the donated food and the Recipient fully indemnifies FoodShare and the original food donor against all and any claims however arising out of or attributed to:
  - a. the condition and/or consumption of the donated food; and
  - b. any conduct on the part of FoodShare or the original donor; and
  - c. any conduct on the part of any FoodShare personnel either employed by FoodShare or acting as volunteers for FoodShare in connection with the storage, transportation and use of the donated food.
7. The Recipient will use the donated food within 24 hours of receiving it, and will throughout that period ensure that chilled perishable food is stored in a refrigerated storage facility which has a temperature of 4 degrees or less and all food will be stored in accordance with any specific instructions on the food item's labelling and in accordance with best practice food handling health and safety procedures. If donated food is frozen then it should be cooked into meals within 3 months and not refrozen (or such other period as directed or labelled on the food). The Recipient must continue to inspect the fresh and frozen food in this period to monitor its quality and fitness for consumption.
8. If the Recipient is requested then it agrees as a condition of receipt of donated food that it will obliterate any visible barcodes by striking through with a black marker pen.
9. If the Recipient further distributes or donates the food to other organisations then it will provide to FoodShare a list of those recipient organisations. The Recipient is responsible for ensuring the receiving organisation understands how to safely handle the donated food.
10. No Recipient shall sell the donated food.

## **Standard Operating Procedures for FoodShare**

- 1.0 Hazard Critical Control Points**
- 2.0 Food Donor Requirements**
- 3.0 Receiving Donated Foods**
- 4.0 Transporting Donated Foods**
- 5.0 Storage of Prepared Foods**
- 6.0 Repackaging and Labeling Prepared Foods**
- 7.0 Delivery of Donated Foods**
- 8.0 Equipment Maintenance, Calibration and Documentation**
- 9.0 Training**
- 10.0 Explaining Best Before and Use By dates**

## RESEARCH - THE SOCIAL VALUE OF RESCUING FOOD, NOURISHING COMMUNITIES

- For food donors, outcomes included “more involved relationships with community”, and “improved perceptions of corporate social responsibility”. Identified key outcomes for the financial donors included “key promotional opportunity” and “do something good”.
- For recipient agencies, important outcomes were “greater volume of food” and “increased reach”.
- Volunteers reported “meeting new people”, “a sense of accomplishment in helping others” and “learning new skills”.
- There were also a number of nutritional and environmental outcomes for the wider community.



# Supermarket waste

- In 2014, Countdown donated more than \$3.5 million of food or approximately 509 tonnes
- New World and Pak n Save (Foodstuffs) donate as well
- It's common practice for stores to monitor sell-by dates closely and many stores ensure that food lines are utilised in their in-store bakeries and butcheries before the expiry date is reached, to reduce waste

And some waste isn't fit for human consumption:

- Such as trimmings, waste meat or seafood products and used cooking oils.
- Countdown has partnerships with local farmers for food that's not suitable for human consumption, so as little as possible hits the waste stream
- In 2014, Countdown donated over \$1.2 million worth of food to farmers.

What's left over?

- Since 2006 Countdown's waste to landfill has dropped by 43%

