

Fundraising Guidelines – WA

June 2014



For any
fundraising

headspace Terms and Conditions for Collection in Western Australia

Dear Supporter,

Thank you for considering raising funds for **headspace** National Youth Mental Health Foundation Ltd ABN 26 137 533 843 (**headspace**). We greatly appreciate all support from both individuals and organisations. Your support means that we can continue our work of providing mental health and wellbeing support, information and services to young people and their families. **headspace's** centres have a wide range of youth friendly health professionals who can help young people ages 12 to 25 with:

- Mental health and counselling
- General health
- Alcohol and other drug services
- Education, employment and other services

headspace is making a difference where it is needed most – our young people. Your support means that we can continue providing these vital services to young people across Australia.

headspace Terms and Conditions for Collection

This letter and the enclosed Terms and Conditions govern your collection. Please ensure that you read them carefully and accept the Terms and Conditions at the time of submitting your Application.

headspace must approve your proposed collection. Once your collection has been approved by **headspace**, you may conduct a collection for **headspace's** benefit.

Your Application

You must complete the enclosed Application and return it to us at:

Corporate Partners & Fundraising Officer,
headspace,
Level 2, South Tower,
485 La Trobe St,
Melbourne, Vic 3000.
Fax: (03) 9027 0199
Email: fundraising@headspace.org.au



Approval Form

If we approve your Application to conduct a collection we will issue you with an Approval Form. The Approval Form will contain further terms and conditions under which we authorise you to conduct the collection.

Please ensure that you read the Approval Form carefully. You must not conduct a collection outside the terms of the Approval Form.

headspace may refuse your Application in its absolute discretion. **headspace** may also revoke its authorisation at any time in its absolute discretion.

Charitable Collections Act 1946 (WA) Charitable Collections Regulations 1947 (WA) Street Collections (Regulation) Act 1940 (WA) Street Collections Regulations 1999 (WA)

Your collection must be conducted in accordance with the *Charitable Collections Act 1946 (WA)*, the *Charitable Collections Regulations 1947 (WA)*, the *Street Collections (Regulation) Act 1940 (WA)* and the *Street Collections Regulations 1999 (WA)* (**Legislation**). If your proposed collection involves collecting from a public street within the Perth metropolitan area, you must obtain a permit from the Department of Commerce.

It is important you are familiar with the Legislation. The Legislation can be found at www.slp.wa.gov.au.

headspace recommends you contact the Department of Commerce to understand your duties and responsibilities as a fundraiser under the Legislation.

Thank you again for supporting the work of **headspace**. If you have any questions about the information in this letter or **headspace's** Terms and Conditions, please give us a call on (03) 9027 0130 or email fundraising@headspace.org.au

TERMS AND CONDITIONS

1. Definitions

Application means your application to **headspace** to conduct a Collection for its benefit.

Approval Form means the terms and conditions under which **headspace** authorises you to conduct the Authorised Collection.

Authorised Collection means the Collection approved by **headspace**, which may include Street Collections.

CC Act means the *Charitable Collections Act 1946 (WA)* and any regulations made under it.

Collection means collecting money or goods, obtaining money from sale of goods, holding events with an admission fee, advertising that proceeds from a function will be applied, for a charitable purpose.¹

Collector means any person assisting or taking part in the Authorised Collection.

headspace means **headspace** National Youth Mental Health Foundation Ltd ABN 26 137 533 843.

Logo means **headspace's** logo, images, artwork, designs and any other material created or developed by **headspace**.

Permit means a permit granted by the Department of Commerce to you to conduct Street Collections in the Perth metropolitan area.

You means the person contracting with **headspace** on these terms and conditions.

SCR Act means the Street Collections (Regulation) Act 1940 (WA) and any regulations made under it.

Street Collections means the soliciting of funds or contributions and the selling or offering for sale of any button, badge, token or other similar thing for the purpose of raising funds or contributions.²

Words not defined in these terms and conditions have the same meaning as in the CC Act and SCR Act.

2. Authority to conduct collection

2.1 **headspace** is the holder of a licence under the CC Act.

2.2 Under the Act³, **headspace**, as a licence holder, may authorise a person or organisation to conduct a Collection for its benefit.

¹ Section 6(1)(a)-(d) CC Act

² Section 2 SCR Act

³ Section 6(1)(a) to (d) and (g)

3. Grant of authority

- 3.1 You must submit the Application to **headspace**.
- 3.2 After assessing the Application, **headspace** may issue you with the Approval Form.
- 3.3 You must not conduct a Collection for **headspace**'s benefit unless and until you have received the Approval Form.
- 3.4 You must only conduct the Authorised Collection in accordance with the terms of the Approval Form.
- 3.5 **headspace** may refuse your Application in its absolute discretion.
- 3.6 **headspace**, or the responsible member of the Department of Commerce may revoke **headspace**'s authorisation under the Approval Form at any time in their absolute discretion by written notice.⁴
- 3.7 If your authorisation is revoked under clause 3.6, you must within 7 days after notice in writing of the revocation produce and deliver to **headspace** all moneys, books, vouchers or other things controlled by you by virtue of **headspace**'s authority.⁵

4. Compliance with laws

- 4.1 You must observe and perform all **headspace**'s obligations under the CC Act as if you were licenced under the CC Act to conduct a Collection, to the extent that such obligations apply to the Authorised Collection.
- 4.2 You must comply with your obligations under the SCR Act if the Authorised Collection involves Street Collection.⁶
- 4.3 You are responsible for obtaining the consent or approval of the Department of Commerce and any local council and law enforcement agencies that may be required to conduct the Authorised Collection.

5. Conducting Authorised Collection

5.1 Management and organisation of collection

You are solely responsible for the organisation and management of the Authorised Collection.

5.2 Permits

- 5.2.1 If the Authorised Collection involves Street Collection in the Perth metropolitan area you must obtain a Permit from the Department of Commerce.⁷

⁴ Section 8 CC Act

⁵ Section 9(1) CC Act

⁶ See SCR Act

⁷ See SCR Act

5.2.2 You must apply for a Permit to Department of Commerce in the prescribed manner, specifying the purpose of the collection, and the locality within which, the collection is to be made.⁸

5.3 Identification

You must ensure that a Collector wears an identification badge bearing your name in a conspicuous place at all times while taking part in a Street Collection.⁹

5.4 Minimum age for Collectors

You must not permit a person who is under the age of 16 to be a Collector.¹⁰

5.5 Collection boxes

5.5.1 If the Authorised Collection involves Street Collection, you must provide one or more collection boxes to each Collector.¹¹

5.5.2 A collection box must:

- (a) not be fixed to a pole or otherwise designed to be held beyond the reach of the Collector;¹²
- (b) be securely closed and sealed so that it cannot be opened or money removed from it without the seal broken;¹³ and
- (c) have prominently displayed on it:
 - (i) the word "**headspace**"; and
 - (ii) the date of collection.¹⁴

5.5.3 You must consecutively number all of the collection boxes and keep a record of which boxes are issued to each Collector.

5.5.4 You must ensure that a Collector:

- (a) places any contribution immediately in the collection box; and
- (b) does not open or break the seal on a collection box.

⁸ Section 5 SCR Act

⁹ Reg 5(1) SCR Act

¹⁰ Reg 6 SCR Act

¹¹ Reg 7(1) SCR Act

¹² Reg 7(2)(b) SCR Act

¹³ Reg 7(2)(c) SCR Act

¹⁴ Reg 7(2)(d) SCR Act

5.5.5 You must ensure that a Collector who has finished collecting gives to you all collection boxes in the Collector's possession.

5.5.6 A "collection box" means a box, tin or other receptacle capable of securely holding money.

5.6 No nuisance

You must ensure that a Collector does in connection with the Authorised Collection:

5.6.1 obstruct a public street or annoy any person using a public street;¹⁵

5.6.2 visit a house on a Sunday or public holiday;¹⁶

5.6.3 visit a house on any other day before 9 am or after 6 pm;¹⁷

5.6.4 telephone a person on a Sunday or public holiday;¹⁸

5.6.5 telephone a person on any other day before 9 am or after 8 pm.¹⁹

5.7 Collection returns

If the Authorised Collection involves Street Collection, you must within 30 days after the date of collection give to the Department of Commerce a written statement signed by you setting out:

5.7.1 the amount collected;

5.7.2 the expenses incurred in carrying out the Authorised Collection;

5.7.3 the amount that has been, or is to be distributed to **headspace**.²⁰

5.8 Advertisements notices and information

Any advertisement, notice or information provided as part of the Authorised Appeal must:

5.8.1 clearly and prominently disclose the word "**headspace**";

5.8.2 not be reasonably likely to cause offence to a person; and

5.8.3 be based on fact and must not be false or misleading.

¹⁵ Reg 9 SCR Act

¹⁶ Reg 14(1)(a)

¹⁷ Reg 14(1)(b)

¹⁸ Reg 14(2)(a)

¹⁹ Reg 14(2)(b)

²⁰ Reg 10 SCR Act

6. Proceeds of Authorised Collection

- 6.1 You must pay to **headspace** all monies received from the Authorised Collection within 14 days of receipt.²¹
- 6.2 At the conclusion of the Authorised Collection you must submit to the Department of Commerce an audited account setting out the money and goods so collected or received and a statement that the money or goods have been given to **headspace**.²²

7. Logos and media

7.1 Grant of Licence

As part of the Approval Form headspace may grant to you a non-exclusive licence to use the Logo during the Authorised Collection on these terms and conditions.

No other proprietary right or interest in the Logo is assigned, granted or will accrue to you by the grant of the licence.

7.2 Ownership of Logo

All rights in and to the Logo are the property of **headspace**.

7.3 Conditions of Use

7.3.1 You must:

- (a) only use the Logo in connection with the Authorised Collection;
- (b) not, nor permit a third party to, manufacture for sale a product containing the Logo;
- (c) ensure the Logo is clearly visible and distinct from the background and presented in high resolution format;
- (d) ensure the Logo is the same height as the highest other Logo on the same line/space; and
- (e) ensure the Logo is a legible size and is positioned at 90 degrees.

7.3.2 You must not alter the Logo in any way, including the proportions of the Logo.

7.3.3 **headspace** must approve the use of the Logo, including as part of any artwork, description or information, before it is published and released.

7.3.4 **headspace** may request that publications or materials containing the Logo be removed from circulation at any time.

²¹ Reg 11(2) CC Act

²² Section 15(1) CC Act

7.4 Media

7.4.1 **headspace** must approve any media release before it is released.

7.4.2 If you receive any enquiries relating to **headspace**, you must immediately forward the enquiry to **headspace**.

7.4.3 You have no authority to comment on behalf of **headspace** or power to bind **headspace**, and you must not hold yourself out as having such authority or power.

8. Supporters

headspace must approve any potential supporters before you contact them.

9. Information

9.1 You must provide **headspace** with any information about the Authorised Collection if reasonably requested by **headspace**, including, without limitation, details of income and expenditure.

9.2 The obligation in clause 9.1 survives the expiration of this agreement.

10. Indemnity

You must indemnify **headspace** against all actions, claims, damages and losses suffered by **headspace**:

10.1.1 in respect of a breach of these terms and conditions or the Approval Form; or

10.1.2 arising out of the Authorised Collection or **headspace's** authorisation to conduct the Authorised Collection or the use of the Logo.



headspace

National Youth Mental Health Foundation

headspace third party fundraising application form - WA

Please complete the application form the below and return to:

Fundraising,
headspace National Youth Mental Health Foundation,
Level 2, South Tower
485 La Trobe St
Melbourne, Vic 3000.

Alternatively, you can email the signed application to

fundraising@headspace.org.au or fax

your application (for the attention of



1. Application date

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2. Name of Applicant (e.g. individual, company or organisation)

Individual	
Organisation	

3. Name of person(s) responsible or involved in the conducting the event

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Details of person responsible

Address	
State	
Postcode	
Phone	
Email	
Fax	

4. Name / title of proposed activity

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5. Brief description of proposed activity and how funds will be raised

6. Date and estimated duration of the proposed event

7. Location / venue of the proposed event



8. Are there any potential sponsors or other organisations involved in the proposed event?

9. Are there any other not-for-profit organisations involved in the proposed event? If so, please list them.

10. Will there be alcohol available or sold at the proposed event?

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11. How do you intend to promote the proposed event?

12. Estimated number of attendees at the proposed event

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13. Estimated total income (funds raised) from the proposed event

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14. Estimated total expenditure of the event

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15. What if any insurance coverage are you required to have for your proposed event?

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16. What investigations have you made about any insurance requirements?

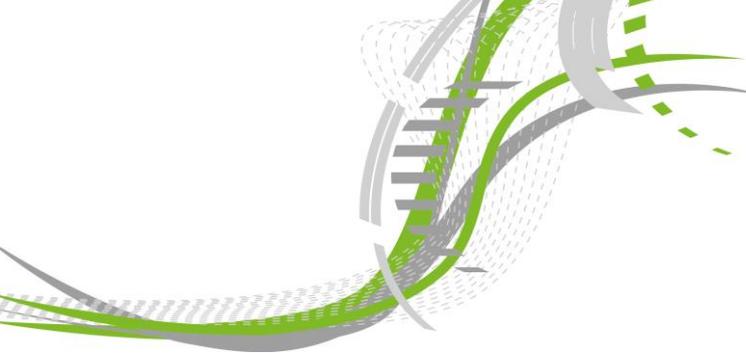
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17. Do you have consent / approval of the Department of Commerce and/ or your local authorities to conduct the proposed event?

YES	NO	N/A
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18. If yes, please attach consent(s) and approval(s). If no, is it because the Department has told you that you do not need their consent / approval?

YES	NO	N/A
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19. If your proposed event involves collecting from a public street in the Perth metropolitan area, do you have a permit from the Department of Commerce?

YES	NO	N/A
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If yes, please attach a copy of this street event permit. If you do not have a permit, you cannot collect on a public street in the Perth metropolitan area.

20. List any promotional materials you would like headspace to supply you with. (Plus quantities)

21. If you would like to request use of the headspace logo in any promotional materials, please complete and highlight your preference below:

Proposed use of logo/s (include publication type and audience)		
Date(s) of proposed use		
Logo Format	jpeg	eps
Logo Colour	Colour	Black and white
Logo orientation	Portrait	Landscape

Please note the following in relation to use of the headspace logo, if you application is approved:

You must:

- only use the Logo in connection with your event
- not, nor permit a third party to,



Declaration by Applicant

I, _____ (**Applicant**) have read the Terms and Conditions attached to this Application and agree to be bound by them.

I understand my obligations under the Terms and Conditions and the *Charitable Collections Act 1946 (WA)*, the *Charitable Collections Regulations 1947 (WA)*, the *Street Collections (Regulation) Act 1940 (WA)* and the *Street Collections Regulations 1999 (WA)* (**Legislation**), and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand that I am not authorised to conduct the proposed event unless and until I have received an Approval Form from **headspace**.

I warrant that I will comply with the terms of the Approval Form.

I warrant that I have complied with any requirements of the local authorities and the Department of Commerce and I have the necessary consents, approvals, and permits to conduct the event.

I acknowledge that I am solely responsible for the organisation and management of the proposed event.

If you are under the age of 18 your parent or guardian must make the application and assume responsibility for compliance with the Terms and Conditions.

Signed by the Applicant or a person, who by his or her signature warrants that he or she is duly authorised to sign this Declaration on behalf of the Applicant:

Signature: _____

Print name: _____

Date: _____