



# Fundraising Guidelines – QLD

June 2014



For any  
fundraising

## **headspace** Terms and Conditions for Conducting a Fundraising Event in Queensland

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 across Australia. **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 Conducting a Fundraising Event

This letter and the enclosed Terms and Conditions govern your fundraising event. 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 fundraising event. Once your event has been approved by **headspace**, you may conduct a fundraising event for **headspace's** benefit.

### **Your Application**

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

Corporate Partners & Fundraising Officer  
**headspace** National Youth Mental Health Foundation,  
Level 2, South Tower,  
485 La Trobe St,  
Melbourne, VIC 3000.  
Fax: (03) 9027 0199  
Email: [fundraising@headspace.org.au](mailto:fundraising@headspace.org.au)

## Approval Form

If we approve your Application to conduct a fundraising event 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 event.

Please ensure that you read the Approval Form carefully. You must not conduct the fundraising event 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.

### **Collections Act 1966 (Qld) and Collections Regulation 2008 (Qld)**

Your fundraising event must be conducted in accordance with the *Collections Act 1966* (Qld) and the *Collections Regulations 2008* (Qld) (**Legislation**). It is important you are familiar with the Legislation. The Legislation can be found at [www.legislation.qld.gov.au](http://www.legislation.qld.gov.au).

**headspace** recommends you contact the Office of Fair Trading 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 our fundraising department a call on (03) 9027 0100.

## TERMS AND CONDITIONS

### 1. Definitions

**Application** means your application to **headspace** to conduct a Fundraising Event for **headspace's** benefit.

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

**Fundraiser** means any person assisting or taking part in the **headspace** Fundraising Event.

**Fundraising Event** means an invitation to the public designed to obtain money or articles for a purpose.

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

**headspace Fundraising Event** means the Fundraising Event approved and subject to the terms and conditions authorised by **headspace**.

**Legislation** means the *Collections Act 1966* (Qld) and the *Collection Regulations 2008* (Qld).

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

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

Words not defined in these terms and conditions have the same meaning as in the Legislation.

### 2. Authority to conduct a Fundraising Event

2.1 **headspace** is registered under the Legislation.

2.2 Under the Legislation<sup>1</sup>, **headspace** may authorise a person to conduct a Fundraising Event for its benefit.

### 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.

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<sup>1</sup> Section 11(1)(a)(iii)

- 3.3 You must not conduct a Fundraising Event for **headspace's** benefit unless and until you have received the Approval Form.
- 3.4 You must only conduct the **headspace** Fundraising Event in accordance with the terms of the Approval Form.
- 3.5 **headspace** may refuse your Application in its absolute discretion.
- 3.6 **headspace** may revoke its authorisation under the Approval Form at any time in its absolute discretion by written notice.
- 3.7 If **headspace's** authorisation is revoked under clause 3.6, you must within 7 days of written notice of the revocation, produce and deliver to **headspace** all moneys, materials or other things controlled by you by virtue of **headspace's** authority to conduct the **headspace** Fundraising Event for its benefit.

#### 4. **Compliance with laws**

- 4.1 You must comply with the Legislation in the same way that **headspace** is required to comply.
- 4.2 You are responsible for obtaining the consent or approval of the Office of Fair Trading and any local council and law enforcement agencies necessary to conduct the **headspace** Fundraising Event.

#### 5. **Conducting headspace Fundraising Event**

##### 5.1 **Management and organisation**

You are solely responsible for the organisation and management of the **headspace** Fundraising Event.

##### 5.2 **Identification of headspace**

The word "**headspace**" and that fact **headspace** is registered under the Legislation must be specified at all times during the **headspace** Fundraising Event.<sup>2</sup>

##### 5.3 **Identification of Fundraisers<sup>3</sup>**

- 5.3.1 If the **headspace** Fundraising Event involves door-to-door fundraising, you must wear, and must ensure any Fundraiser wears, the association armband or badge issued by **headspace**.
- 5.3.2 You must keep a record of each person to whom you issue an association armband or badge.

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<sup>2</sup> Section 11(1)(a)(iv)

<sup>3</sup> Reg 18(1)-(4)(d)

- 5.3.3 You must ensure that each Fundraiser to whom an association armlet or badge is issued must:
- (a) sign a written authority and produce it if so requested by police, officer or inspector during the collection;
  - (b) sign the armlet or badge if possible;
  - (c) wear the armlet or badge prominently when collecting;
  - (d) keep the armlet or badge in his or her possession and return it to you:
    - (i) if the armlet or badge is replaced;
    - (ii) when the Fundraiser has finished fundraising; or
    - (iii) when asked by you to return it.

5.3.4 You are responsible for the safe keeping of each written authority, armlet or badge.<sup>4</sup>

## 5.4 Collection boxes

5.4.1 You must ensure that any collection box used in the **headspace** Fundraising Event is securely constructed, sealed, numbered for identification and clearly labelled "**headspace**".<sup>5</sup>

5.4.2 You must ensure that a Fundraiser returns the collecting box (with the seal unbroken) to you:

- (a) when the collecting box is full;
- (b) if you ask for the return of the collecting box;
- (c) if the Fundraiser no longer wants to act as a Fundraiser; or
- (d) when the Fundraiser has finished raising funds.<sup>6</sup>

5.4.3 You must return the sealed collection box to **headspace** at the end of the **headspace** Fundraising Event.

## 5.5 Other conditions for door-to-door and street collections

5.5.1 You must not permit a Fundraiser to visit any house before 9:00 am or after 5:00 pm on any day.

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<sup>4</sup> Reg 18(5)

<sup>5</sup> Schedule 1, item 9 Regs

<sup>6</sup> Reg 18(e)

5.5.2 A child under the age of 15 must not act as a Fundraiser without previous written consent of a parent or guardian, and if the consent is given, the child must be accompanied by an adult.

5.5.3 You must either collect or empty a collecting box left at a place of residence or employment at least once a month.

## 5.6 Advertisements notices and information

Any advertisement, notice or information provided as part of the **headspace** Fundraising Event must:

5.6.1 clearly and prominently disclose the word "**headspace**"

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

5.6.3 be based on fact and must not be false or misleading.<sup>7</sup>

## 6. Proceeds of headspace Fundraising Event

6.1 You must as soon as practicable pay all money raised in the course of the **headspace** Fundraising Event into a **headspace** bank account, which is created exclusively for the purposes of the deposit of the funds raised from the **headspace** Fundraising Event.<sup>8</sup>

6.2 Subject to clause 6.1, you are entitled to use the money raised in the course of the **headspace** Fundraising Event to pay any reasonable expense you may incur relating to the **headspace** Fundraising Event.

6.3 **headspace** reserves the right to determine what are reasonable expenses of the **headspace** Fundraising Event.

6.4 Subject to clause 6.1, **headspace** will pay to you, by cheque or electronic funds transfer, your reasonable expenses from **headspace's** separate bank account.<sup>9</sup>

6.5 **headspace** is not liable for any expenses you incur relating to the **headspace** Fundraising Event.

## 7. Receipts

7.1 You must, or you must ensure each Fundraiser, gives each person giving an amount to **headspace**, a ticket or receipt issued by **headspace**, unless the amount is given in exchange for a badge or token, or a collecting box is used.<sup>10</sup>

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<sup>7</sup> Reg 41

<sup>8</sup> Reg 34(1)(a)

<sup>9</sup> Reg 34(1)(b)

<sup>10</sup> Schedule 1, item 2 Regs

- 7.2 Receipts for all donations must be issued on the carbon copy or numbered butt principle.<sup>11</sup>
- 7.3 All receipts must be:
- 7.3.1 authorised by **headspace**;
  - 7.3.2 consecutively numbered;
  - 7.3.3 recorded in the register of receipt books.<sup>12</sup>
- 7.4 You must ensure a Fundraiser returns to you any receipt books issued to the Fundraiser (with an amount equalling the total of the contributions entered in the receipt book):
- 7.4.1 when all receipt in the receipt book are used;
  - 7.4.2 if you asked for the receipt book to be returned;
  - 7.4.3 if the Fundraiser no longer wants to act as a Fundraiser; or
  - 7.4.4 when the Fundraiser has finished raising funds.<sup>13</sup>

## 8. Logos and media

### 8.1 Grant of Licence

As part of the Approval Form, headspace may grant to you a non-exclusive licence to use the Logo during the headspace Fundraising Event 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.

### 8.2 Ownership of Logo

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

### 8.3 Conditions of Use

8.3.1 You must:

- (a) only use the Logo in connection with the **headspace** Fundraising Event;

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<sup>11</sup> Schedule 1, item 3 Regs

<sup>12</sup> Schedule 2, item 13 Regs

<sup>13</sup> Red 18(e)

- (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.

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

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

8.3.4 **headspace** reserves the right to request that publications or materials containing the Logo be removed from circulation at any time.

#### 8.4 Media

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

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

8.4.3 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.

#### 9. Other supporters of the headspace Fundraising Event

**headspace** must approve any potential supporters (including corporate organisations) before you contact them.

#### 10. Records<sup>14</sup>

10.1 You must keep the following records, and deliver to **headspace** at the end of the **headspace** Fundraising Event:

10.1.1 the purpose for which **headspace** Fundraising Event was conducted;

10.1.2 your full name and address and the Approval Form;

10.1.3 an accurate statement showing full details of all income and expenditure associated with the **headspace** Fundraising Event, and the moneys and property raised by or resulting from the **headspace** Fundraising Event and of the disposal of all such moneys and property;

10.1.4 the audit report;

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<sup>14</sup> Section 30 and Reg 30

10.1.5 a cash book or statement of amounts received and paid; and

10.1.6 a petty cash book.

10.2 You may be required to keep any or all of the following records and deliver to **headspace** at the end of the **headspace** Fundraising Event:

10.2.1 a ledger;

10.2.2 a receipt book of receipt forms;

10.2.3 if tickets are sold, a register of bulk tickets;

10.2.4 if collecting boxes are used, a register of collecting boxes;

10.2.5 if devices are sold, a record of devices; and

10.2.6 a register of assets.

10.3 You must provide **headspace** with any information about the **headspace** Fundraising Event if reasonably requested by **headspace**.

10.4 The obligation in clause 10.3 survives the expiration of the agreement.

## 11. Indemnity

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

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

11.1.2 arising out of the **headspace** Fundraising Event or **headspace's** authority to conduct the **headspace** Fundraising Event or the use of the Logo.

## 12. Support available from headspace

While **headspace** tries to assist all fundraising supporters as much as possible, due to the number of ongoing **headspace** activities, it may not be possible for **headspace** to assist with the promotion and organisation of your event or provide a **headspace** representative to attend your event. Please consider this before completing this document.

# headspace third party fundraising application form - QLD

Please complete the application form the below and return to:

Corporate Partners & Fundraising Officer  
**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](mailto:fundraising@headspace.org.au) or fax



**1. Application date**

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

<b>Individual</b>	
<b>Organisation</b>	

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

**Details of person responsible**

<b>Address</b>	
<b>State</b>	
<b>Postcode</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Fax</b>	

**4. Name / title of proposed activity**

**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?

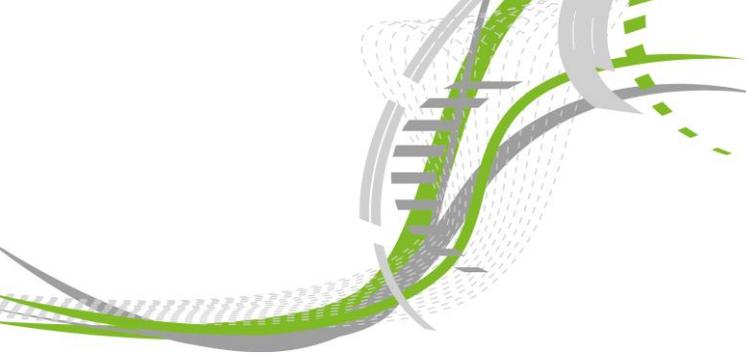
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17. Do you have consent / approval of the QLD Office of Fair Trading and/ or your local authorities to conduct the proposed event?

YES	NO	N/A
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18. If yes, please attach consent(s) and approval(s). If no, is it because the Office 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, do you have a permit from the QLD Office of Fair Trading?

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.*

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:

<b>Proposed use of logo/s (include publication type and audience)</b>			
<b>Date(s) of proposed use</b>			
<b>Logo Format</b>	<table border="0"> <tr> <td>jpeg</td> <td>eps</td> </tr> </table>	jpeg	eps
jpeg	eps		
<b>Logo Colour</b>	<table border="0"> <tr> <td>Colour</td> <td>Black and white</td> </tr> </table>	Colour	Black and white
Colour	Black and white		
<b>Logo orientation</b>	<table border="0"> <tr> <td>Portrait</td> <td>Landscape</td> </tr> </table>	Portrait	Landscape
Portrait	Landscape		

**Please note the following in relation to use of the headspace logo, if your 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 *Collections Act 1966* (Qld) and the *Collections Regulations 2008* (Qld) (**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 fundraising 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 understand it may not be possible for **headspace** to promote my event or assist with the organisation of my event.

I warrant that I have complied with any requirements of the local authorities and the Office of Fair Trading and I have the necessary consents and approvals to conduct the fundraising 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: \_\_\_\_\_