

# Fundraising Guidelines – VIC

June 2014



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

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 for **headspace's** benefit. 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:

**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 a 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.

## Fundraising Act 1998 (Vic) and Fundraising Regulations 2009 (Vic)

Your fundraising event must be conducted in accordance with the *Fundraising Act 1998* (Vic) and the *Fundraising Regulations 2009* (Vic) (**Legislation**). It is important you are familiar with the Legislation. The Legislation can be found at [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au).

**headspace** recommends you contact Consumer Affairs Victoria to understand your duties and responsibilities as a fundraiser under the Legislation.

## IMPORTANT NOTE - WARNING

You must not conduct a fundraising event in Victoria unless you are registered.

**However, you do not need to be registered if you raise less than \$10,000 gross in a financial year from the fundraising event, and do not pay volunteers.**

If you are unregistered and you raise over \$10,000 gross in a financial year or pay volunteers, you may be liable to pay a fine of up to \$29,313.60\* if you are a company, or up to \$14,656.80 and/or imprisonment for 12 months if you are an individual. Accordingly, it is very important that you carefully monitor the money you raise from the event, and implement measures to ensure you do not raise more than \$9,999 in a financial year.

\*Note these figures are current until 30 June 2012. The rate for penalty units is indexed annually. Any change to the value will occur on 1 July 2012.

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.

**Fundraising Event** means soliciting or receiving money or a benefit while representing it is not solely for profit or commercial benefit.

**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**.

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

**Legislation** means the *Fundraising Act 1998 (Vic)* and the *Fundraising Regulations 2009 (Vic)*.

**Termination Date** means the earlier of the expiry date specified in the Approval Form or upon you raising \$9,999 from the **headspace** Fundraising Event.

**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. Application

2.1 You must submit the Application to **headspace**.

2.2 After assessing the Application, **headspace** may issue you with the Approval Form.

2.3 You must not conduct a Fundraising Event for **headspace's** benefit unless and until you have received the Approval Form.

2.4 You must only conduct the **headspace** Fundraising Event in accordance with the terms of the Approval Form.

2.5 **headspace** may refuse your Application in its absolute discretion.

2.6 **headspace** may revoke its authorisation under the Approval Form at any time in its absolute discretion by written notice.

2.7 If **headspace's** authorisation is revoked under clause 2.6, 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.

### 3. No agency

3.1 You are not an agent of **headspace**, and you must not hold yourself out as an agent of **headspace**.

3.2 **headspace** is not liable for any of your actions.

### 4. Registration under the Legislation

4.1 You acknowledge that:

4.1.1 a person must not conduct a Fundraising Event unless registered, or exempted, under the Legislation;

4.1.2 you are not registered under the Legislation;

4.1.3 you are relying on an exemption under section 16A of the Legislation that a person or organisation that receives less than \$10,000 gross in a financial year from fundraising, is not paid for conducting the fundraising, and uses only unpaid volunteers, is not required to be registered under the Legislation;

4.2 You must not raise more than \$9,999 gross in a financial year from the **headspace** Fundraising Event, or pay any volunteers for their participation in the **headspace** Fundraising Event.

### 5. Compliance with laws

5.1 You must comply with the Legislation in the same way that **headspace** is required to comply.

5.2 You are responsible for obtaining the consent or approval of Consumer Affairs Victoria and any local council and law enforcement agencies necessary to conduct the **headspace** Fundraising Event.

### 6. Conducting headspace Fundraising Event

#### 6.1 Management and organisation

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

## 6.2 Notification of funds raised

- 6.2.1 You must immediately notify **headspace** upon receiving \$9,000 in funds.
- 6.2.2 You must immediately cease the **headspace** Fundraising Event on the Termination Date.

## 6.3 Identification

6.3.1 If the **headspace** Fundraising Event involves fundraising in a public place, or at a person's private premises without prior invitation, you must:

- (a) provide an identifying badge to each fundraiser, prominently displaying:
- (i) your name;<sup>1</sup>
  - (ii) the fundraiser's name;<sup>2</sup>
  - (iii) an identification number (which must be sequential);<sup>3</sup>
  - (iv) the words "Volunteer Collector";<sup>4</sup> and
- (b) ensure each fundraiser wears the identifying badge, in a manner such that the entire face of the badge is at all times clearly visible.<sup>5</sup>

6.3.2 You must ensure that the information on an identification badge under clause 6.3.1(a) only contains lettering or numbers with a height of not less than 4 millimetres, and if the information is handwritten, the lettering must be in capitals.<sup>6</sup>

6.3.3 You must make a record of each identification number issued and the fundraiser to whom it relates, and deliver a copy to **headspace** on the Termination Date.

## 6.4 Collection boxes

6.4.1 You must ensure that any receptacle used in the **headspace** Fundraising Event is:

- (a) securely constructed, properly sealed and consecutively numbered;<sup>7</sup> and

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<sup>1</sup> Reg 7(1)(a)

<sup>2</sup> Reg 7(1)(b)

<sup>3</sup> Reg 7(1)(c) and (4)(a)

<sup>4</sup> Section 9(2)

<sup>5</sup> Section 9(1)

<sup>6</sup> Reg 7(2)

<sup>7</sup> Section 10(1)(a)

- (b) clearly labelled with the name of the **headspace** Fundraising Event, your name, and that "**headspace**" is the beneficiary of the **headspace** Fundraising Event.<sup>8</sup>

6.4.2 You must also ensure that the use and emptying of any receptacle is properly supervised so that donations are collected and properly processed.<sup>9</sup>

## 6.5 Supplier of goods and services

If the **headspace** Fundraising Event involves the supply of goods or services in the course of a business you must specify that any money or benefit received is to be applied for the purposes of "**headspace**", and the percentage of money or benefit so applied.

## 6.6 Direct debit request form

You must ensure that any form used for the **headspace** Fundraising Event to enable donations using direct debit facilities by a person from whom money is solicited, is easily legible, uses a minimum 10 point font and is clearly expressed.<sup>10</sup>

## 6.7 Advertisements notices and information

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

- 6.7.1 clearly and prominently disclose the word "**headspace**";
- 6.7.2 not be reasonably likely to cause offence to a person; and
- 6.7.3 be based on fact and must not be false or misleading.<sup>11</sup>

## 7. Proceeds of headspace Fundraising Event

- 7.1 You must immediately deliver to **headspace** the net proceeds (money received less reasonable expenses) you receive from the **headspace** Fundraising Event on the Termination Date.
- 7.2 **headspace** reserves the right to determine what are reasonable expenses of the **headspace** Fundraising Event.
- 7.3 **headspace** is not liable for any expenses you incur relating to the **headspace** Fundraising Event.

## 8. Logos and media

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<sup>8</sup> Section 10(1)(b)

<sup>9</sup> Section 11

<sup>10</sup> Section 15A

<sup>11</sup> Section 7

## 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;
- (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 the use of the Logo, including as part of any artwork, description or information, before it is published and released.

8.3.4 **headspace** may 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

- 10.1 You must record full details of the income and expenditure of the **headspace** Fundraising Event.
- 10.2 You must provide **headspace** with copies of any records at the conclusion of the **headspace** Fundraising Event.
- 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 termination of this agreement.

## 11. Termination

**headspace's** authorisation to conduct the **headspace** Fundraising Event contained in the Approval Form ceases on the Termination Date.

## 12. Indemnity

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

- 12.1.1 in respect of a breach of these terms and conditions or the Approval Form;
- 12.1.2 arising out of the **headspace** Fundraising Event or headspace's permission to conduct the **headspace** Fundraising Event or the use of the Logo.

## 13. 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 promotion of your event or provide a **headspace** representative to attend your event. Please consider these factors before completing this document.



**headspace**

National Youth Mental Health Foundation

# headspace third party fundraising application form - VIC

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](mailto:fundraising@headspace.org.au) or fax



**1. Application date**

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**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**

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Details of person responsible

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

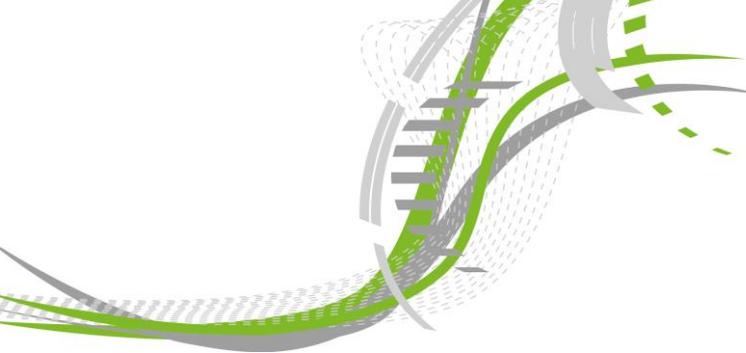
**4. Name / title of proposed activity**

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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 Consumer Affairs Victoria and/or your local authorities to conduct the 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, do you have a permit from the Consumer Affairs Victoria?

<b>YES</b>	<b>NO</b>	<b>N/A</b>
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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)

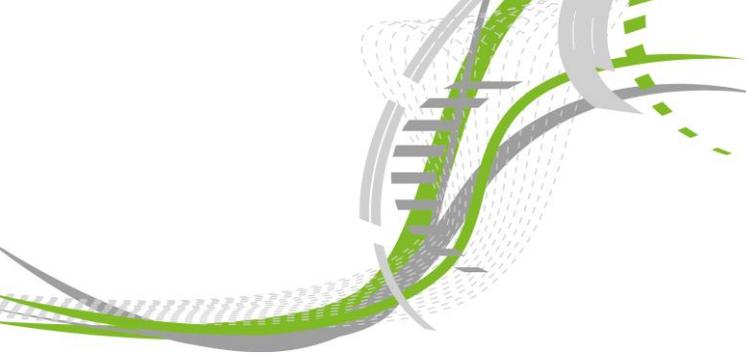

21. If you would like to request use of the headspace logo in any promotional materials, please complete and highlight your preference below:

<b>Proposed use of logo/s (include publication type and audience)</b>		
<b>Date(s) of proposed use</b>		
<b>Logo Format</b>	jpeg	eps
<b>Logo Colour</b>	Colour	Black and white
<b>Logo orientation</b>	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 *Fundraising Act 1998* (Vic) and the *Fundraising Regulations 2009* (Vic) (**Legislation**) and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand I will be liable for severe penalties under the Legislation if I raise more than \$9,999 in funds in a financial year, or I pay any volunteers. I warrant that I will not raise more than \$9,999 in funds in a financial year, or pay any volunteers.

I understand that I am not authorised to conduct the proposed 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 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.

I understand that headspace is not my principal and I am not an agent of headspace. I warrant I will not hold myself out as an agent of headspace.

**If you are under the age of 18 your parent or guardian must make the application and assume responsibility for compliance with these 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: \_\_\_\_\_