

Terms and Conditions

The Terms and Conditions are designed to help you with your community fundraising activity and to ensure that all aspects of the activity have been considered prior to commencing your fundraising. They also service to protect Variety – the Children’s Charity NSW/ACT (Variety) from liability and fraudulent activities.

These Terms and Conditions are only for individuals wishing to raise money for Variety and are not intended for businesses. If you are a business wishing to raise money for Variety, then please contact the Head of Philanthropy & Strategic Partnerships by emailing contactus@varietyNSW.org.au.

IN THIS DOCUMENT YOU WILL FIND

- Terms and Conditions
- General obligations of the fundraiser
- Permits and permissions
- Financial and administrative aspects of fundraising
- Marketing and promoting your event

TERMS AND CONDITIONS

TERMS

“the fundraiser” refers to the individual that is holding the fundraising activity on behalf of Variety.

Prior to completing and signing the *Authority to Fundraise* application form please read all of the following information about responsibilities and expectations of your role when fundraising for Variety.

The fundraising activity should not proceed until Variety has issued an *Authority to Fundraise*.

GENERAL

The fundraiser:

- Will take responsibility for the appropriate coordination and management of the activity, associated finances, required insurances, publicity and communications with Variety and the community, procurement of prizes, services, volunteers and staff.
- Will run the fundraising activity in the name of the fundraiser as listed on the *Authority to Fundraise* application form, who will be solely responsible for the activity and will make it clear when dealing with the public, sponsors and supporters that the fundraiser is not representing Variety, and that they are raising funds that will be forwarded to Variety.
- Will engage in a reasonable level of liaison with Variety and provide relevant requested information regarding the fundraising activity in a timely manner.
- Accepts and is responsible for minimising any risk associated with the fundraising activity and is responsible for the safety of the event, volunteers and personnel.
- Is required by Variety to arrange their own public liability insurance specific to the activity and indemnifies Variety against any liability in relation to the conduct of an activity.

- Will advise Variety of changes made from the details provided on the *Authority to Fundraise* application form, including the cancellation of the activity, within two days of the date of the change and before the commencement of the activity.
- Shall not undertake any door-to-door, street sales, telephone based approaches for donations in connection with the activity.
- Agrees that at no time will they or any people involved in their activity, present themselves as a representative or staff member of Variety.
- Acknowledges that the activity is moral and ethical and it does not involve any industries that are in conflict with the values and purpose of Variety.
- Will inform Variety if they are under 16 years of age and obtain written permission from a parent or guardian authorizing them to raise funds when requested.

PERMITS AND PERMISSIONS

The fundraiser must agree to:

- Obtain and abide by all state/territory legislation.
- Comply with regulation guidelines on raffles and alcohol permits and appropriate local council permits (including food handling).
- Comply with any obligations outlined in the Fundraising Act 1998 and must apply for any permits, licenses, insurance and authorities that may be required. This is inclusive of all raffles, bingo, vending tickets, other games of chance or any public appeal.
- Be aware that different states have their own legislation, which should be checked beforehand with state or territory government or local council. It is the fundraiser's responsibility to review and ensure compliance with the relevant legislation.
- Send copies of any permits obtained to Variety prior to the commencement of the activity.

FINANCIAL AND ADMINISTRATIVE

The financial, fundraising, raffles, record keeping and management aspects of the activity are entirely the fundraiser's responsibility and they must comply with any obligations imposed by the Fundraising Act 1998- Accounts and Records to be kept and any other applicable legislation, rules or regulations.

Division 4 of the Fundraising Act 1998 states that:

A person conducting a fundraising appeal must keep records sufficient to enable true and fair view of the income and expenditure relating to the appeal to be ascertained at any given time.

The fundraiser must not approach the general public with door-to-door, street or telephone collections as part of the fundraising activity. The fundraiser will also need to be clear about how the money will be used (e.g. all profits will be donated to Variety) and/or the percentage of funds being donated (e.g. 100% of net proceeds will be donated to Variety).

EXPENSES

The fundraiser must:

- Not incur any expenses in the name of Variety. The fundraiser may deduct any vital costs associated with organising the activity provided they are well documented and are 'fair and reasonable', and can only include out-of-pocket expenses such as venue hire, catering, etc.
- Ensure the fundraising activity will be self-funding and all related invoices are paid for by the fundraiser. Variety will not be held liable for any losses or expenses incurred by the fundraiser in any circumstances and no invoice should be addressed to Variety.

- Ensure expenses do not exceed 50% total funds raised and state public disclosure conditions will need to be adhered to.
- Collect, hold in a secure environment and reconcile the funds relating to any fundraising activities undertaken.
- Maintain and provide an accurate and complete statement of income and expenditure along with copies of receipts for all expenditure. These must be retained for at least 12 months after the activity. Receipt books, collection tins, and unused raffle ticket books are to be returned to Variety within 14 days of the conclusion of the activity.

BANKING OF FUNDS RAISED

The fundraiser must:

- Hold and take responsibility for the secure and safe keeping of all money raised until the activity is complete.
- Keep records of income and expenses along with the money raised, and send to Variety within 21 days of the activity being completed.
- Not send cash by post as there is a risk that it will not reach Variety. Please send a cheque, call to make a telephone donation, deliver personally to Variety office or deposit directly into Variety bank account:

You can **deposit money via our bank account** either in person or via internet banking:

Bank: Westpac

Variety The Children's Charity

BSB: 032 020

Account: 208550

Please include the assigned Authority Number (found on your Authority to Fundraise) in the "description".

You can **mail us a cheque or money order**:

Please make cheque payable to: Variety – the Children's Charity

And post to: Variety – the Children's Charity, 47 Herbert Street, Artarmon, NSW 2064

Variety will send you an acknowledgement that the funds have been received.

ISSUING RECEIPTS

Variety is not able to provide you with tax-deductible receipts to give to donors but is able to issue receipt to donors on your behalf. If this service is required, the fundraiser should advise Variety at the application stage. For each donor requiring a receipt, the fundraiser must collect their donation amount and their details (full name and postal address) on the Donor Receipt Form issued to you follow approval of the activity. This must be supplied to Variety at the end of the activity and Variety will organise and send receipts direct to each donor. Tax-deductible receipts can only be issued to people donating money of \$2 or more. If in doubt, please refer to the Australian Tax Office website ato.gov.au under 'tax deductible gifts'.

APPROACHING COMPANIES FOR SUPPORT

Variety and the wider fundraising community are regularly speaking to organisations regarding their support. As such, it's important to talk to our team about your plans to approach organisations prior to getting in touch with them.

This policy serves several important purposes:

- The company or group may already support Variety or another fundraiser.
- It looks unprofessional if a company is approached more than once by different fundraisers.
- Approaching a National or State office could potentially limit negotiations for a major sponsorship.

MARKETING, PROMOTION AND PUBLICITY

The fundraiser is responsible for generating promotion and publicity for their activity however Variety is able to provide fact sheets about the organization and the work we do to help kids in need.

- If media requires information about Variety, please contact Variety Communications team.
- The fundraiser is not authorised to speak on behalf of Variety, only about the fundraising activity.
- The fundraiser must make clear that the activity is raising money for Variety and that they do not represent Variety.
- All printed marketing collateral and promotional materials which mentions Variety (media releases, invitations, program, advertising etc.) must be approved by Variety prior to print and circulation.

LOGO USAGE

The fundraiser is not permitted to use the name or logo of Variety without written approval from Variety. Approvals are given on a case-by-case basis. Once approval is provided, an appropriate logo will be sent to the fundraiser for use.

Fundraisers can be authorised to use and/or include the wording "proudly supporting" on your promotional material.

Guidelines on how to use the logo are supplied upon request and following approval.

Suggested wording: 'This event is proudly supporting Variety - the Children's Charity' or 'all profits will be donated to Variety - the Children's Charity'.

Variety can assist you with the correct wording.

Any promotional material that is printed with a logo and has not been approved by Variety will need to be withdrawn from circulation.

YOUR OWN FUNDRAISING WEBSITE

You can create your own fundraising site to collect donations through our online fundraising partners, Everyday Hero. Through this platform you can create a personalised fundraising page where you can add text and images and people can donate and leave a personal message of support. You will receive your own unique URL to share with others to make it easy to direct supporters to your page. The funds are remitted to us directly so there is no need to handle cash donations. .

LEGAL IMPLICATIONS

The fundraiser must:

- Ensure the event is conducted and conforms with the Best Practice Guidelines for Charitable Organisations relevant to the appropriate state or territory.
- Hold an appropriate level of insurance where applicable e.g. holding a minimum \$20 million public liability cover.
- Indemnify Variety against any liability, action, claim, suit, damage, cost and expense (including all legal fees), to the extent that a claim or action brought against Variety, in relation to or arising out of the fundraisers:
 - Negligence; or
 - Breach of, or default under, this Agreement
- Obtain other licenses required e.g. local council approvals.
- Supply all information provided to Variety to the relevant government agencies in your state upon request should licenses be required.
- Agree to release Variety to the fullest extent permissible under law for all claims and demands of any kind in any way associated with the activity, and indemnify Variety from all liability, claims or costs that may arise in respect of any damage, loss or injury, whether physical or financial, occurring to any person in any way associated with the activity.
- Agree that Variety accepts no responsibility for any food related accidents or injuries that may occur during a fundraising activity or event including food allergies, adverse reactions, food poisoning, anaphylaxis, other illnesses or sickness caused by food products and/or their preparation, storage, handling, presentation or consumption.
- Acknowledge that the public liability insurance and other insurance policies held by Variety do not cover events or fundraising activities conducted by outside groups or individuals.
- Provide a detailed event plan for any physical endurance events, e.g. running across NSW. This plan must include details such as the route, dates, duration, insurance, budget, support team, risk mitigation strategy, sponsorship and experience.

When Variety authorises the fundraiser's activity, it is recognised as being run to support Variety and therefore the fundraiser must properly account for all income/expenses incurred as well as ensuring that the activities and actions are appropriate.

DISCLAIMER

Variety reserves its right to terminate the agreement relating to the activity at any time if it appears that the fundraiser is failing to adhere to any of the above Terms and Conditions as outlined in these documents.