



Fundraising Guidelines – TAS

June 2014



For any
fundraising

headspace Terms and Conditions for Conducting a Fundraising Event in Tasmania

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 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

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.

Collections for Charities Act 2001 (Tas) and Collections for Charities Regulations 2011 (Tas)

Your fundraising event must be conducted in accordance with the *Collections for Charities Act 2001 (Tas)* and the *Collections for Charities Regulations 2011 (Tas)* (**Legislation**).

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

headspace recommends you contact Consumer Affairs and Trading to understand your duties and responsibilities as 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 the Fundraising Event for **headspace's** benefit.

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

Fundraising Event means an activity involving soliciting donations for a charitable 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 for Charities Act 2001* (Tas) and the *Collections for Charities Regulations 2011* (Tas).

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 headspace Fundraising Event

- 2.1 **headspace** has been approved by the Commissioner for Corporate Affairs to conduct a Fundraising Event under the Legislation.
- 2.2 Under the Legislation¹, **headspace**, as an approved organisation, 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.
- 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 Consumer Affairs and Fair Trading and any local council and law enforcement agencies that may be required to conduct the **headspace** Fundraising Event.

¹ Section 5(1)(a)

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 Participants in headspace Fundraising Event

5.2.1 If you require persons to participate in the **headspace** Fundraising Event (**Participants**) you must name the proposed Participants and provide their contact details in the Application.

5.2.2 **headspace** must first approve the Participants before they participate in the **headspace** Fundraising Event.

5.2.3 The Approval Form will contain a list of the persons to whom **headspace** grants permission to act as a Participant.

5.2.4 You are solely liable, and accept all responsibility, for the Participants and their compliance with these terms and conditions.

5.3 Disclosure requirements

5.3.1 If the **headspace** Fundraising Event does not occur in a public place you must, and you must ensure any Participant:

- (a) names **headspace** as the organisation you and/or the Participant represents; and
- (b) the purpose for which the donation is sought.²

5.3.2 If the **headspace** Fundraising Event is carried out by telephone you must, and you must ensure any Participant states:

- (a) either your name, or the name of the Participant (as the case may be);
- (b) that you, or the Participant is representing **headspace**; and
- (c) the registered office of **headspace** is located in Victoria.³

5.3.3 If the **headspace** Fundraising Event occurs in writing or through any electronic media or in an advertisement, you must, or you must ensure any Participant discloses in that writing, electronic media or advertisement:

- (a) a statement of the purpose for which the donation is sought;
- (b) the name of "**headspace**";
- (c) the address of **headspace's** registered office; and

² Section 10(1)

³ Section 10(3)

(d) a contact number for **headspace**.⁴

5.4 Identification

5.4.1 If the **headspace** Fundraising Event involves face-to-face fundraising you must, and you must ensure, any Participant displays the identity cards provided by **headspace**.⁵

5.4.2 You must ensure that the identify card displays your name, or the name of the Participant, the name "**headspace**" as the organisation that is being represented, and the registered office of **headspace** is located in Victoria.⁶

5.5 Time restrictions

You must not, and you must ensure any Participant does not, conduct the **headspace** Fundraising Event:

5.5.1 by telephone to a person at residential premises, before 9 am or after 8 pm on any day;

5.5.2 face-to-face at a person's residential premises, before 9 am or after 8 pm or sunset, whichever is the earlier, on any day.

5.6 False or misleading statements or conduct

You must not, and you must ensure any Participant does not:

5.6.1 falsely represent the purpose for which the money or benefit is being sought;⁷

5.6.2 represent that you, or the Participant has a sponsorship, approval or affiliation that you or the Participant does not have;⁸

5.6.3 engage in any conduct that is likely to mislead or deceive.⁹

6. Proceeds of headspace Fundraising Event

6.1 You must immediately pay to **headspace** the net proceeds (money received less reasonable expenses)¹⁰ received in the course of the **headspace** Fundraising Event.

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

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

7. Logos and media

⁴ Section 10(4)

⁵ Section 10(2)

⁶ Section 10(2)

⁷ Section 12(1)(a)

⁸ Section 12(10)(b)

⁹ Section 12(2)

¹⁰ Section 14(b)

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 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.

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 **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.

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.

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. Other supporters of the headspace Fundraising Event

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

9. Records

- 9.1 You must record income and expenditure in relation to the **headspace** Fundraising Event and deliver to **headspace** those records at the conclusion of the **headspace** Fundraising Event.
- 9.2 You must provide **headspace** with copies of any records kept by you that relate to the **headspace** Fundraising Event at the conclusion of the **headspace** Fundraising Event.
- 9.3 You must provide **headspace** with any information about the **headspace** Fundraising Event if reasonably requested by **headspace**.
- 9.4 The obligation in clause 9.3 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 **headspace** Fundraising Event or headspace's authorisation to conduct the **headspace** Fundraising Event or the use of the Logo.

11. Special conditions where minor participates in headspace Fundraising Event

You must not permit a child under the age of 16 to participate in the **headspace** Fundraising Event unless:

- 11.1.1 the child is under the supervision of an adult person; and
- 11.1.2 if the child is under 12 years, the child is under the immediate control of an adult person.



headspace

National Youth Mental Health Foundation

headspace third party fundraising application form - TAS

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 or fax



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?

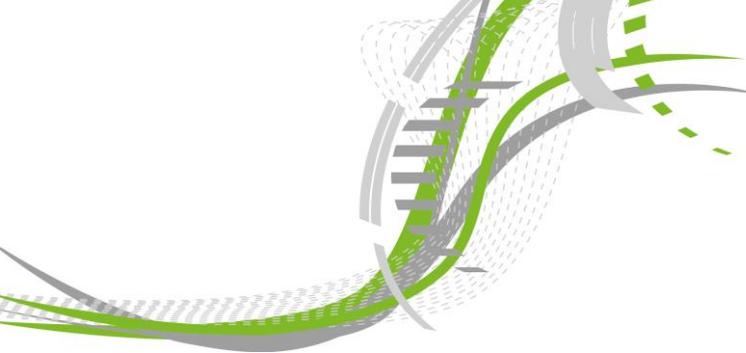
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17. Do you have consent / approval of the Tasmanian Office of Consumer Affairs and Fair Trading- and/ or your local authorities to conduct the proposed event?

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 Tasmanian Office of Consumer Affairs and 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:

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 *Collections for Charities Act 2001* (Tas) and the *Collections for Charities Regulations 2011* (Tas) (**Legislation**) and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand that I am not authorised to conduct a 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 warrant that I have complied with any requirements of the local authorities and Consumer Affairs and 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 fundraising 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: _____