



# Fundraising Guidelines – SA

June 2014



## **headspace** Terms and Conditions for Conducting a Fundraising Activity in South 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 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 Fundraising Activity

This letter and the enclosed Terms and Conditions govern your conduct as a fundraiser and your fundraising activity. Please ensure that you read them carefully and accept the Terms and Conditions at the time of submitting your Application.

**headspace** must first approve you as a fundraiser and your proposed fundraising activity. Once you and your activity has been approved by **headspace**, you may conduct a fundraising activity 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 act as a fundraiser and conduct the fundraising activity we will issue you with an Approval Form. The Approval Form will contain further terms and conditions under which we authorise you act as a fundraiser and conduct the fundraising activity.

Please ensure that you read the Approval Form carefully. You must not act, or conduct an activity, 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 Charitable Purposes Act 1939 (SA)**

Your fundraising activity must be conducted in accordance with the *Collections for Charitable Purposes Act 1939 (SA)* (**Legislation**).

It is important you are familiar with the Legislation. The Legislation can be found at [legislation.sa.gov.au](http://legislation.sa.gov.au).

**headspace** recommends you contact Consumer and Business Services (formerly the Office of Liquor and Gambling Commission) 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

**Act** means the *Collections for Charitable Purposes Act 1939 (SA)* and any regulations made under it.

**Application** means your application to **headspace** to act as a Fundraiser for the Fundraising Activity for **headspace's** benefit.

**Approval Form** means the terms and conditions under which **headspace's** authority to act as a **headspace** Fundraiser for the Fundraising Activity is granted.

**Collection Box** includes any form of receptacle for the collection of money, whether the money is to be placed in the receptacle as a donation or for the purchase of a disc, badge, token, flower, ribbon or other device.

**Collector** means a person who collects money or property, obtains money from selling goods, or obtains a bequest or grant wholly or partly for a charitable purpose.

**Entertainer** means a person who conducts entertainment or sells or attempts to sell a ticket for admission to an entertainment, where a charge is made for admission to the entertainment and it is held out that the proceeds, or part of the proceeds of the entertainment are to be devoted to a charitable purpose.<sup>1</sup>

**Financial Report** means:

- (a) a copy of the audited accounts for the last ending statement period; and
- (b) a statement setting out:
  - (i) the amount of money collected or received by **headspace** during the last ending statement period; and
  - (ii) the costs associated with collection or receipt of the money; and
  - (iii) the manner in which the money has been dealt with.

**Fundraiser** means a Collector or an Entertainer.

**Fundraising Activity** means the activity undertaken by a Collector or Entertainer as set out in the Approval Form.

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

**headspace Fundraiser** means **headspace's** authority for you to act as a Fundraiser for the purpose of conducting the Fundraising Activity, 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**.

**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 Act.

## **2. Authority to act as a Fundraiser**

2.1 **headspace** holds a licence to act as a Fundraiser under the Act.

2.2 Under the Act<sup>2</sup>, **headspace** may authorise a person to act as a Fundraiser for **headspace's** benefit.

## **3. Grant of authority**

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

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<sup>1</sup> Sections 7(1) and (2)

<sup>2</sup> Section 8(1)

- 3.2 After assessing the Application, **headspace** may issue you with the Approval Form.
- 3.3 You must not act as a Fundraiser for our benefit unless and until you have received the Approval Form.
- 3.4 You must only act as the **headspace** Fundraiser for the Fundraising Activity 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, and you must deliver to **headspace** within 7 days of such notice, the Approval Form,<sup>3</sup> all monies, material or other things controlled by you by virtue of **headspace**'s authority to act as the **headspace** Fundraiser for the Fundraising Activity.
- 4. Compliance with laws**
- 4.1 You must comply with the Act in the same way that **headspace** is required to comply.
- 4.2 You are responsible for obtaining the consent or approval of the Consumer and Business Services and any local council and law enforcement agencies necessary for you to act as the **headspace** Fundraiser for the purpose of carrying out the Fundraising Activity.
- 5. Conduct of headspace Fundraiser**
- 5.1 Management and organisation**
- You are solely responsible for the organisation and management of the Fundraising Activity you conduct as the **headspace** Fundraiser.
- 5.2 Participants in Collection**
- 5.2.1 If your Application to act as a Fundraiser for the Fundraising Activity involves you acting as a Collector, you must include the names contact details of any persons whom you want to participate in the Fundraising Activity as a Collector (**Participants**).
- 5.2.2 **headspace** must approve the Participants before they participate in the Fundraising Activity.
- 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 Requirements of Collector**
- 5.3.1 If you are a Collector, the following provisions apply to you. You must, and you must ensure the Participants:

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<sup>3</sup> Section 9(1)

- (a) wear an identification badge provided by **headspace**;<sup>4</sup>
- (b) at the request of a person from whom money or property, or a bequest is collected, or attempted to be collected, provide the following information:
  - (i) the name and contact details of **headspace**;
  - (ii) whether **headspace** has previously submitted a Financial Report;
  - (iii) the website address [www.charities.sa.gov.au](http://www.charities.sa.gov.au), where details of the Financial Report can be inspected;<sup>5</sup>
- (c) mark a Collection Box that is placed in a public place with the information required under clause 5.3.1(b).<sup>6</sup>

5.3.2 You are also responsible for ensuring the identification badges in clause 0 displays either your name or the Participant's name, and contains a unique identification number.<sup>7</sup>

#### 5.4 Requirements of Entertainer

If you are an Entertainer the following provisions apply to you:

- 5.4.1 If a speaker or other performer at the Fundraising Activity is paid a fee of an amount that exceeds, or is likely to exceed \$5,000, you must, at the request of any person, tell that person the amount, or likely amount, of any fee.<sup>8</sup>
- 5.4.2 You must not cause or permit an advertisement relating to the Fundraising Activity to be published by radio, television, newspaper or in any other way or a ticket for admission to the entertainment be sold unless the advertisement or ticket contains the following information:
  - (a) the name and contact details of **headspace**;<sup>9</sup>
  - (b) whether **headspace** has previously submitted a Financial Report;<sup>10</sup>
  - (c) the website address [www.charities.sa.gov.au](http://www.charities.sa.gov.au), where details of the Financial Report can be inspected;<sup>11</sup> and
  - (d) the information contained in clause 5.4.1 if applicable.<sup>12</sup>

#### 5.5 Dishonest, deceptive or misleading conduct

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<sup>4</sup> Section 6C(1)(a)

<sup>5</sup> Section 6C(4)

<sup>6</sup> Section 6B(1)(a)

<sup>7</sup> Sections 6C(1) and (2)

<sup>8</sup> Section 7(3)

<sup>9</sup> Section 7(5)(a)

<sup>10</sup> Section 7(5)(a)

<sup>11</sup> Section 7(5)(a)

<sup>12</sup> Section 7(5)(b)

You must not, and you must ensure the Participants do not, act in a dishonest, deceptive or misleading manner.

## 6. Proceeds of Fundraising Activity

- 6.1 You must immediately pay to **headspace** the net proceeds (money received less reasonable expenses) of the Fundraising Activity.
- 6.2 **headspace** reserves the right to determine what are reasonable expenses of the Fundraising Activity.
- 6.3 **headspace** is not liable for any expenses you incur relating to the Fundraising Activity.

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

7.3.4 **headspace** reserves the right to 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 Fundraising Activity

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

## 9. Records

9.1 You must keep and deliver to **headspace** at the end of the Fundraising Activity a statement setting out:

9.1.1 the amount of money collected or received from the Fundraising Activity;

9.1.2 the costs associated with the collection or receipt of the money; and

9.1.3 the manner in which the money has been dealt with.

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

9.3 The obligation in clause 9.2 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 Fundraising Activity or **headspace**'s authority for you to act as the **headspace** Fundraiser for the purpose of carrying out the Fundraising Activity, or the use of the Logo.



# headspace third party fundraising application form - SA

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>	

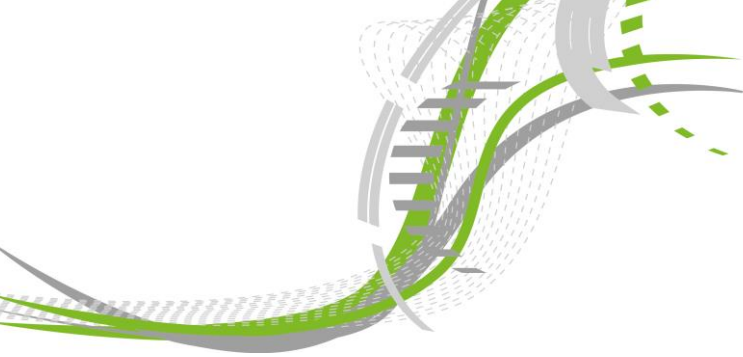
**4. Name / title of proposed activity**

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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 the SA Office of Consumer and Business Services 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 SA Office of Consumer and Business Services?

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>	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 *Collections for Charitable Purposes Act 1939 (SA)* (**Legislation**) and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand that I am not authorised to act as a fundraiser or conduct a fundraising activity 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 and Business Services and I have the necessary consents and approvals to conduct the fundraising activity.

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

**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: \_\_\_\_\_