

## FUNDRAISING TERMS AND CONDITIONS

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

“The Smith Family or TSF” refers to The Smith Family.

Please read all of the following information about responsibilities and expectations of your role when fundraising for The Smith Family.

***Please note - The fundraiser is not authorised to name The Smith Family as a beneficiary until the Letter of Authority has been received.***

## FUNDRAISING FOR THE SMITH FAMILY

- All aspects of the Fundraising Activity shall be conducted in your name and are the sole responsibility of the fundraiser.
- A fundraiser has no power to bind The Smith Family in any manner whatsoever or to take any action or do any act or thing in the name of The Smith Family. **Fundraisers must make it clear when dealing with the public, sponsors and supporters that they are not representing The Smith Family; fundraisers act on their own behalf to raise funds that will be forwarded to The Smith Family.**
- The fundraiser indemnifies The Smith Family against any liability, action, claim, suit, damage, cost and expenses (including all legal fees) suffered by The Smith Family or any of its personnel, officers or agents, to the extent that a claim or action is brought against The Smith Family or any of its personnel, officers or agents in connection with or arising out of the fundraiser's:
  - 1) negligence.
  - 2) willful act or omission; or
  - 3) Breach of any term or condition of the Application or the Letter of Authority.
- The fundraiser releases The Smith Family from and indemnifies The Smith Family against any liability for any injury (including death) and any loss of or damage to property suffered by the fundraiser or any of its personnel or agents in the course of conducting the Fundraising Activity.
- The Smith Family is not able to take a co-ordination role in your Fundraising Activity, such as soliciting prizes, organising publicity or celebrities, assisting with ticket sales, or providing goods and services to assist you in running the Fundraising Activity.
- The Fundraising Activity needs to be promoted and conducted by the fundraiser in compliance with all relevant laws and regulations, and you must apply for and obtain all permits, approvals and authorities that may be required for or in connection with the Fundraising Activity. Copies of all approvals must be sent to The Smith Family.
- The Smith Family expects a reasonable level of liaison with you and information from you regarding the Fundraising Activity. Any proposed material changes to the Fundraising Activity must be reported to The Smith Family within two days of the date of the change and before the commencement of the Activity.
- The Smith Family will not sanction door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with the Fundraising Activity.

- The Fundraiser must provide a detailed event plan for any physical endurance events e.g., 'Running Around Australia'. This plan must include details such as the route, dates, duration, insurance, budget, support team, risk mitigation, sponsorship and experience.
- Any Letter of Authority issued by The Smith Family in connection with this application relates to the Fundraising Activity only. No authority is granted in respect of the same or similar future activities.
- The Smith Family's insurance policies do not cover activities conducted by organisations and groups outside of The Smith Family. All insurance cover required is the responsibility of the fundraiser including, without limitation, public liability or wet weather insurance for an outdoor event.

### ADVERTISING AND USE OF THE NAME AND LOGO

- The fundraiser is not permitted to use the name, logo or any other intellectual property rights of The Smith Family without written approval from The Smith Family. At no time can the Fundraising Activity be advertised as The Smith Family's event.
- The Smith Family can allow you to use tag lines on your promotional material such as "*this event is proudly supporting The Smith Family*" or "*funds raised will be donated to The Smith Family*".
- All promotional material, advertisements, media materials and press releases to be used by the fundraiser in relation to the Fundraising Activity must be submitted to The Smith Family for written approval before public distribution or circulation.

### 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.
- The fundraiser must be clear about how the money will be used (e.g., all profits will be donated to The Smith Family) and/or the percentage of funds being donated (e.g., 100% of net proceeds will be donated to The Smith Family).

### EXPENSES

The Fundraiser must:

- Not incur any expenses in the name of The Smith Family. 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. The Smith Family will not be held liable for any losses or expenses incurred by the fundraiser in any circumstances and no invoice should be addressed to The Smith Family.

- Ensure expenses not exceed 50% total funds raised.
- Collect and hold funds 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.

### ISSUING RECEIPTS

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](http://ato.gov.au) under 'tax deductible gifts'.

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