

Terms and Conditions for Conducting a Community Fundraising Activity for The Smith Family



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These Terms & Conditions have been developed 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 The Smith Family (TSF) from liability and fraudulent activities.

These Terms & Conditions are only for individuals wishing to raise money for The Smith Family and are not intended for businesses. If you are a business wishing to raise money for The Smith Family, then please contact the National Manager, Events and Community Fundraising at The Smith Family.

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 & CONDITIONS

TERMS

“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

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 The Smith Family.

The fundraising activity should not proceed until The Smith Family 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 The Smith Family 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 Application for Authority to Fundraise, 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 The Smith Family, that they are raising funds that will be forwarded to The Smith Family.
- Will engage in a reasonable level of liaison with The Smith Family 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 The Smith Family to arrange their own public liability insurance specific to the activity and indemnifies The Smith Family against any liability in relation to the conduct of an activity.

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- Will advise The Smith Family of changes made from the details provided on the Application for Authority to Fundraise, 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 The Smith Family.
- 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 The Smith Family.
- Will inform The Smith Family if they are under 16 years of age and obtain written permission from a parent or guardian authorising them to raise funds when requested.

PERMITS AND PERMISSIONS

The fundraiser must agree to:

Obtain and abide by all state/territory legislation, including the Victorian Commission for Gambling and Liquor Regulation guidelines on raffles and alcohol permits. Appropriate local council permits (including food handling), VicRoads and Victoria Police permits and approvals must be obtained. The fundraiser must 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 of any public appeal. 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. Copies of any permits obtained must be sent to The Smith Family prior to 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 The Smith Family) and/or the percentage of funds being donated (e.g. 100% of net proceeds will 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.

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- Expenses should not exceed 50% total funds raised, otherwise Consume Affairs of Victoria Conditions on fundraising 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 The Smith Family 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. Records of income and expenses along with the money raised, need to be sent to The Smith Family within 14 days of the activity being completed.
- Not send cash by post as there is a risk that it will not reach The Smith Family. Please send a cheque, call to make a telephone donation, deliver personally to The Smith Family office or deposit directly into The Smith Family bank account:
- You can deposit money via our bank account either in person or via internet banking:
Bank: Westpac
The Smith Family Community Solution Account
BSB: 032 134
Account: 266206
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: The Smith Family
And post to: The Smith Family
Level 9, 117 Clarence Street
GPO Box 10500
Sydney, NSW 2001
The Smith Family will send you an acknowledgement that the funds have been received.

ISSUING RECEIPTS

The Smith Family 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 The Smith Family 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 The Smith Family at the end of the activity and The Smith Family 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’.

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APPROACHING COMPANIES FOR SUPPORT

The Smith Family 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 being in touch with them.

This policy serves several important purposes:

- The company or group may already support The Smith Family 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 destroy negotiations for a major sponsorship

MARKETING, PROMOTION AND PUBLICITY

- The fundraiser is responsible for generating promotion and publicity for their activity however The Smith Family is able to provide fact sheets about The Smith Family.
- If media requires information about The Smith Family, please contact The Smith Family Communications team.
- The fundraiser is not authorised to speak on behalf of The Smith Family, only about the fundraising activity.
- The fundraiser must make clear that the activity is raising money for The Smith Family foundation and that you do not represent The Smith Family.
- All printed marketing collateral and promotional materials which mention The Smith Family (media releases, invitations, program, advertising etc) must be approved by The Smith Family prior to print and circulation.

LOGO USAGE

- The fundraiser is not permitted to use the name or logo of The Smith Family without written approval from The Smith Family. Approvals are given on a case-by-case basis. Once approval an appropriate logo will be sent to the fundraiser for us.
- 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 The Smith Family' or 'all profits will be donated to The Smith Family'. Once your activity is approved we can assist you with the correct wording.
- Any promotional material that is printed with a logo and has not been approved by The Smith Family will need to be withdrawn from circulation.

WEBSITE, NEWSLETTER AND SOCIAL MEDIA

Your event can be included on The Smith Family 'events' webpage and promoted through our e-newsletter and social media network. This promotion is contingent upon the amount of information provided and The Smith Family's promotion schedule and availability.

YOUR OWN FUNDRAISING WEBSITE

You can create your own fundraising site to collect donations through our online fundraising partners, Everyday Hero and Go Fundraise. Through these platforms you can create a personalised fundraising page where you can add in text and images and people can donate and leave a personal message of support. You will receive your own unique URL

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to make it easy to direct supporters over 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 states and/or territory.
- Hold an appropriate level of insurance where applicable e.g. Holding a minimum \$20million public liability cover.
- Indemnify The Smith Family against any liability, action, claim, suit, damage, cost and expense (including all legal fees), to the extent that a claim or action brought against the Foundation is connected to, in relation to or arising out of the fundraiser's:
 - a) Negligence; or
 - b) Breach of, or default under, this Agreement
- Obtain other licenses required e.g. local council approvals
- Supply all information provided to The Smith Family to the relevant government agencies in your state upon request should licenses be required.
- Agree to release The Smith Family to the fullest extent permissible under law for all claims and demands of any kind in any way associated with the activity, and indemnify The Smith Family 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 The Smith Family 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 The Smith Family 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 Victoria. This plan must include details such as the route, dates, duration, insurance, budget, support team, risk mitigation strategy, sponsorship and experience.

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

DISCLAIMER

The Smith Family 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.