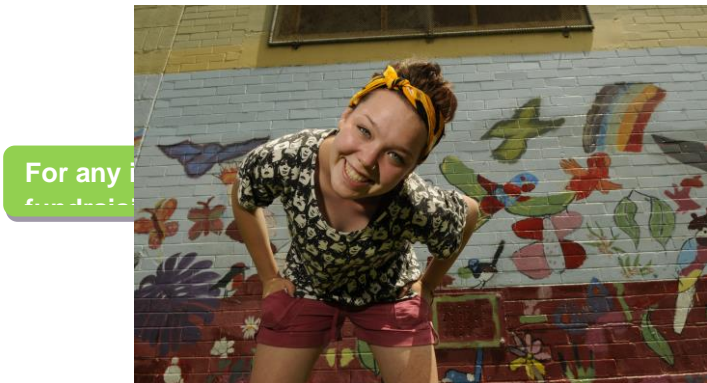
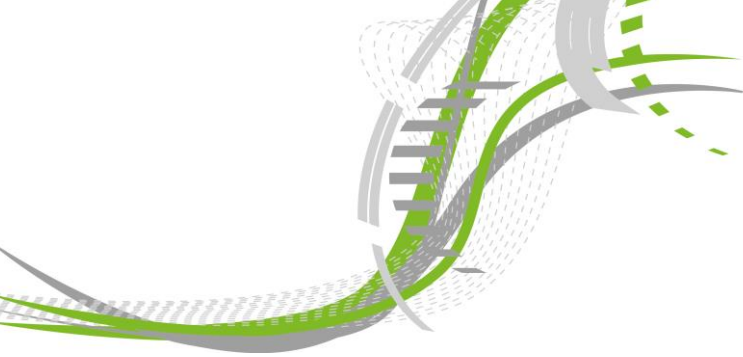


Fundraising Guidelines – NSW

June 2014



For any
fundraising



headspace Terms and Conditions for Collection in New South Wales

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 Conducting a Fundraising Event

This letter and the enclosed Terms and Conditions govern your fundraising event. 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 fundraising event. Once your event has been approved by **headspace**, you may conduct a fundraising event on **headspace's** behalf.

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.

Charitable Fundraising Act 1991 and Charitable Fundraising Regulations 2008

Your fundraising event must be conducted in accordance with the *Charitable Fundraising Act 1991* (NSW) and the *Charitable Fundraising Regulations 2008* (NSW) (**Legislation**). It is important you are familiar with the Legislation. The Legislation can be found at www.legislation.nsw.gov.au.

headspace recommends you contact the Office of Liquor, Gaming and Racing 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

Application means your application to **headspace** to conduct a Fundraising Event on **headspace's** behalf.

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

Fundraising Event means soliciting or receiving money, property or any benefit while representing that the purpose is or includes 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 *Charitable Fundraising Act 1991* (NSW) and the *Charitable Fundraising Regulations 2008* (NSW).

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 Fundraising Event

2.1 **headspace** has authority under the Legislation to conduct a Fundraising Event.

2.2 Under the Legislation¹, **headspace**, as the holder of an authority, may authorise a person or organisation to conduct Fundraising Event as its agent.

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 on **headspace's** behalf 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 the Office of Liquor, Gaming and Racing and any local council and law enforcement agencies that may be required to conduct the **headspace** Fundraising Event.

5. Conducting headspace Fundraising Event

5.1 Management and organisation

You are solely responsible for the organisation and management of the **headspace** Fundraising Event.

¹ Section 9(1)(b)

5.2 Identification

If the **headspace** Fundraising Event involves face-to-face fundraising, you must wear, and must ensure any fundraiser wears, the identification issued by **headspace**.²

5.3 Collection boxes

You must ensure that any collection box used in the **headspace** Fundraising Event is securely constructed, properly sealed, consequentially numbered and clearly labelled "**headspace**".³

5.4 No solicitation from persons in motor vehicles

The **headspace** Fundraising Event must not be conducted by soliciting persons occupying motor vehicles while they are being driven on a road or road related area (including motor vehicles that are temporarily stopped for any reason, such as at a traffic light or intersection).⁴

5.5 Advertisements notices and information

Any advertisement, notice or information provided as part of the **headspace** Fundraising Event must:

- 5.5.1 clearly and prominently disclose the word "**headspace**";
- 5.5.2 not be reasonably likely to cause offence to a person; and
- 5.5.3 be based on fact and must not be false or misleading.⁵

6. Proceeds of headspace Fundraising Event

6.1 You must immediately pay all money received in the course of the **headspace** Fundraising Event into your nominated bank account, which must be maintained exclusively for the purposes of the deposit of the funds raised from the **headspace** Fundraising Event.⁶

6.2 After the money is deposited in accordance with condition 6.1, you may use the money received to pay the permissible expenses of the **headspace** Fundraising Event as set out in clause 6.3.⁷

6.3 Permissible expenses are:

- 6.3.1 for **headspace** Fundraising Events consisting of donations only, expenses not exceeding 50% of the gross income obtained;
- 6.3.2 for other **headspace** Fundraising Events (i.e. associated with the supply of goods or services), expenses not exceeding a fair and reasonable proportion of the gross income obtained.⁸

² Reg 11

³ Reg 13

⁴ Reg 25

⁵ Reg 15

⁶ Section 20(6)

⁷ Section 20(2)

⁸ Reg 8

- 6.4 If any question arises as to what is a fair and reasonable proportion in clause 6.3.2, **headspace** has the right to make the final determination.
- 6.5 **headspace** is not liable for any expenses you incur relating to the **headspace** Fundraising Event.
- 6.6 You must transfer the net proceeds (gross income obtained less permissible expenses) to **headspace** within 14 days of the conclusion of the **headspace** Fundraising Event.

7. Receipts⁹

- 7.1 You must write and issue a receipt for all money received, except where money is:

- 7.1.1 received through a collection box or similar device;
- 7.1.2 received through the supply of goods or services; or
- 7.1.3 deposited directly into your nominated bank account.

- 7.2 Receipts must be consequentially numbered as part of an ongoing basis.

- 7.3 Receipts must have "**headspace**" printed on them.

8. Logos and media

8.1 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 Events 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.

8.2 Ownership of Logo

All rights in and to the Logo are the property of **headspace**.

8.3 Conditions of Use

- 8.3.1 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;

⁹ Reg 9

- (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.

8.3.2 You must not alter the Logo in any way, including the proportions of the Logo.

8.3.3 **headspace** must approve the use of the Logo, including as part of any artwork, description or information, before it is published and released.

8.3.4 **headspace** may request that publications or materials containing the Logo be removed from circulation at any time.

8.4 Media

8.4.1 **headspace** must approve any media release before it is released.

8.4.2 If you receive any enquiries relating to **headspace**, you must immediately forward the enquiry to **headspace**.

8.4.3 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.

9. Other supporters of the headspace Fundraising Event

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

10. Records

10.1 You must record income and expenditure in relation to the **headspace** Fundraising Event.

10.2 You must implement record systems for:

10.2.1 all identification cards or badges issued to collectors for the **headspace** Fundraising Event;

10.2.2 all receipt books used in the **headspace** Fundraising Event; and

10.2.3 all collection boxes or similar devices used in the **headspace** Fundraising Event.

10.3 You must provide **headspace** with copies of any records at the conclusion of the **headspace** Fundraising Event.

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

10.5 The obligation in clause 10.4 survives the expiration of the agreement.

11. Indemnity

You must indemnify **headspace** against all actions, claims, damages and losses suffered by **headspace**:

11.1.1 in respect of a breach of these terms and conditions or the Approval Form; or

11.1.2 arising out of the **headspace** Fundraising Event or **headspace's** authorisation to conduct the **headspace** Fundraising Event or the use of the Logo.

12. Special conditions where children participate in **headspace** Fundraising Event¹⁰

Although **headspace** can attempt to mitigate the risk by passing the responsibility down through private contract, it cannot pass the obligations to a child (as a child has no legal capacity to enter into a contract with **headspace**). That means that a child cannot conduct the **headspace** Fundraising Event (i.e. run a sausage sizzle etc.). It is possible that the child can participate in the **headspace** Fundraising Event if his or her parent or an organisation contacts with **headspace**, and then that parent or organisation uses a child over 8 as a participant in the **headspace** Fundraising Event. In this case, **headspace** can pass down its obligations under Division 2 of the Regulations to the parent or organisation (the declaration in the application is amended to make it clear that it is the parent who is responsible for compliance with this clause 12). To the extent possible, **headspace** should not accept responsibility for compliance with Division 2 of the Regulations.

12.1 A child under the age of 8 years must not participate in the **headspace** Fundraising Event.¹¹

12.2 A child of 8 years or more may participate in the **headspace** Fundraising Event if:

12.2.1 the child's parent is notified in advance and has not objected to the child's participation;¹²

12.2.2 the child is able to contact his or her parents while participating in the **headspace** Fundraising Event;¹³

12.2.3 the child is adequately supervised having regard to the age, sex and maturity of the child;¹⁴

12.2.4 no more than 6 children are supervised by any one adult simultaneously;¹⁵

12.2.5 the child is working with at least one other child participant;¹⁶

12.2.6 the physical and emotional well-being of the child is not at risk;¹⁷

12.2.7 the child is appropriately insured for claims of property damage, public risk liability and other risks;¹⁸

12.2.8 the child does not enter a private dwelling or raise funds from a person in a motor vehicle;¹⁹

12.2.9 the child does not participate in the **headspace** Fundraising Event for more than 4 hours on a school day or more than 6 hours on any other day;²⁰

12.2.10 the child does not participate in the **headspace** Fundraising Event for more than 5 days per week;²¹

¹⁰ Division 2 Regs

¹¹ Reg 27

¹² Reg 29(1)

¹³ Reg 29(2)

¹⁴ Reg 30(1)

¹⁵ Reg 30(2)

¹⁶ Reg 31

¹⁷ Reg 32

¹⁸ Reg 33

¹⁹ Reg 34

²⁰ Regs 35(1) and (2)

²¹ Reg 35(3)

- 12.2.11 the child does not commence participation before sunrise or finish later than sunset and must finish no later than 8:30 pm if the following day is a school day;²²
- 12.2.12 the child must receive a minimum break of 12 hours before further participating in the **headspace** Fundraising Event;²³
- 12.2.13 the child must not be permitted or required to lift any weight that is likely to be dangerous to the child having regard to the child's age and condition;²⁴
- 12.2.14 the child must receive appropriate and sufficient nutritious food available at reasonable hours and must have drinking water at all times;²⁵
- 12.2.15 toilet, hand-washing and hand-drying facilities must be accessible to the child;²⁶
- 12.2.16 the child must be adequately clothed and otherwise protected from extremes of climate or temperature;²⁷
- 12.2.17 the child must not be subjected to any form of punishment, social isolation, immobilisation or other behaviour likely to humiliate or frighten the child;²⁸ and
- 12.2.18 when travelling home the child must be accompanied by the child's parent or other adult authorised by the child's parent unless all of the following apply:
 - (a) the child is more than 12 years of age;
 - (b) the distance to the child's home is less than 10 kilometres;
 - (c) public transport is available; and
 - (d) the journey is to be completed within daylight.

12.3 "Adequately supervised" means:

12.3.1 for children less than 11 years – constant contact;

12.3.2 for children 11 years or more – close proximity and knowledge of child's whereabouts at all times and contact at intervals of not more than 30 minutes.

²² Regs (4) and (5)

²³ Reg 36

²⁴ Reg 37

²⁵ Reg 38

²⁶ Reg 39

²⁷ Reg 41

²⁸ Reg 42

headspace third party fundraising application form - NSW

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 or fax



1. Application date

--

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

--

Details of person responsible

Address	
State	
Postcode	
Phone	
Email	
Fax	

4. Name / title of proposed activity

--

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?

--

11. How do you intend to promote the proposed event?

12. Estimated number of attendees at the proposed event

--

13. Estimated total income (funds raised) from the proposed event

--

14. Estimated total expenditure of the event

--

15. What if any insurance coverage are you required to have for your proposed event?

--

16. What investigations have you made about any insurance requirements?

--

17. Do you have consent / approval of the NSW Office of Liquor, Gaming and Racing 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 Department 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 NSW Office of Liquor, Gaming and Racing?

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)

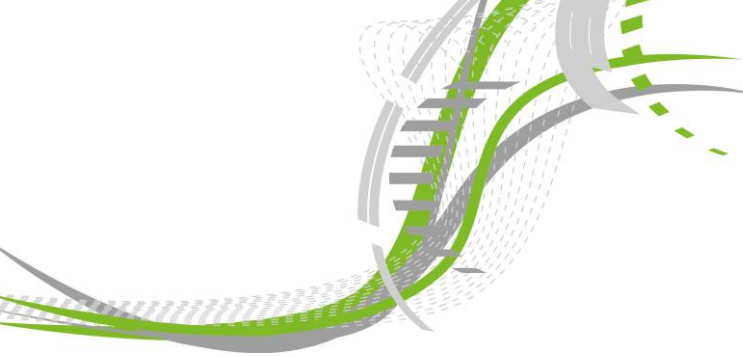
21. If you would like to request use of the headspace logo in any promotional materials, please complete and highlight your preference below:

Proposed use of logo/s (include publication type and audience)			
Date(s) of proposed use			
Logo Format	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">jpeg</td> <td style="width: 50%; text-align: center;">eps</td> </tr> </table>	jpeg	eps
jpeg	eps		
Logo Colour	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Colour</td> <td style="width: 50%; text-align: center;">Black and white</td> </tr> </table>	Colour	Black and white
Colour	Black and white		
Logo orientation	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Portrait</td> <td style="width: 50%; text-align: center;">Landscape</td> </tr> </table>	Portrait	Landscape
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 *Charitable Fundraising Act 1991* (NSW) and the *Charitable Fundraising Regulations 2008* (NSW) (**Legislation**) and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand that I am not authorised to conduct the proposed 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 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 event.

If you are under the age of 18 your parent or guardian must make the application and assume responsibility for compliance with clause 12.

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: _____