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**Terms and Conditions for conducting a Fundraising Activity for Portland District Health**

These Terms & Conditions have been developed to help you with your fundraising activity and to ensure all aspects of the activity have been considered prior to commencing your fundraising. They also serve to protect Portland District Health from liability and fraudulent activities.

If you have any queries regarding these guidelines please contact the Community Engagement & Fundraising Department on (03)5522 1182 or email pdh@swarh.vic.gov.au

**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
* Legal Implications

**Terms & Conditions**

**‘the fundraiser’** refers to the individual that is holding the fundraising activity on behalf of Portland District Health.

Prior to completing and signing the Authority to Raise Funds Application Form please read all of the following information about responsibilities and expectations of your role when fundraising for PDH. The fundraising activity should not proceed until the PDH has issued an Authority to Raise Funds.

**General**

The fundraiser:

* Will take responsibility for the appropriate coordination and management of the activity, associated finances, required insurances, publicity and communications with PDH 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 PDH, that they are raising funds that will be forwarded to PDH.
* Will engage in a reasonable level of liaison with the PDH 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 PDH to arrange their own public liability insurance specific to the activity and indemnifies PDH against any liability in relation to the conduct of an activity.
* Will advise PDH 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 or 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 PDH.
* 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 PDH.
* Will inform PDH 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 or any public appeal. Different states have their own legislation, which should be checked beforehand with the 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 PDH 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 a 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 PDH) and/or the percentage of funds being donated (e.g. 100% of net proceeds will be donated to PDH)

**Expenses**

The fundraiser must:

* Not incur any expenses in the name of PDH. 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. PDH will not be held liable for any losses or expenses incurred by the fundraiser in any circumstances and no invoice should be addressed to PDH.
* Expenses should not exceed 50% total funds raised, otherwise Consumer Affairs Victoria Conditions on fundraising registration 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.

**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 PDH within 14 days of the activity being completed.
* Please do not send cash by post as there is a risk that it will not reach PDH. Please send a cheque, call to make a telephone donation, deliver personally to PDH office or deposit directly into PDH bank account.

PDH will send you an acknowledgement that the funds have been received.

**Issuing receipts**

PDH is not able to provide you with tax-deductible receipts to give to donors but is able to issue receipts to donors on your behalf. If this service is required, the fundraiser should advise PDH 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 following approval of the activity. This must be supplied to PDH at the end of the activity and PDH will organise and send receipts direct to each donor. Tax-deductible receipts can only be issued to people donating money of $2 or more.

The following are not tax-deductible: ticket purchases (e.g. raffle tickets), entry to a fundraising activity, donations of goods or services, auction purchases. That is, anything where the person gets something in return for giving. Tax-deductible receipts can only be issued in return for a straight donation - that is, when the donor does not receive anything in return.

If in doubt, please refer to the Australian Tax Office website ato.gov.au under ‘tax deductible gifts’.

**Approaching companies for support**

PDH 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 PDH or another fundraiser
* It looks unprofessional if a company is approached more than once by different fundraisers

**Marketing, promotion and publicity**

**Media, marketing and publicity**

* The fundraiser is responsible for generating promotion and publicity for their activity however PDH is able to provide a fact sheet about PDH.
* If media requires information about PDH please contact the PDH Community Engagement department.
* The fundraiser is not authorised to speak on behalf of PDH, only about the fundraising activity.
* The fundraiser must make clear that the activity is raising money for PDH and that you do not represent PDH.
* All printed marketing collateral and promotional materials which mentions PDH (media releases, invitations, program, advertising etc.) must be approved by PDH prior to print and circulation.

**Logo usage**

* The fundraiser is not permitted to use the name or logo of PDH without written approval from PDH. Approvals are given on a case-by-case basis. Once approval is given an appropriate logo will be sent to the fundraiser for use.
* Fundraisers can be authorised to use 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 PDH or ‘all profits will be donated to Portland District Health. 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 PDH will need to be withdrawn from circulation.

**Website, newsletter and social media**

Your event can be included on the PDH ‘events’ section of our web page and promoted through our social media network. This promotion is contingent upon the amount of information provided.

**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 PDH against any liability, action, claim, suit, damage, cost and expense (including all legal fees), to the extent that a claim or action brought against PDH is connected to, in relation to or arising out of the fundraiser’s:
* Negligence; or
* Breach of, or default under, this Agreement
* Obtain other licences required e.g. local council approvals.
* Supply all information provided to PDH to the relevant government agencies in your state upon request should licences be required.
* Agree to release PDH to the fullest extent permissible under law for all claims and demands of any kind in any way associated with the activity, and indemnify PDH 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 PDH 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 PDH 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 PDH authorises the fundraiser’s activity, it is recognised as being run to support PDH and therefore the fundraiser must properly account for all income/expenses incurred as well as ensuring that the activities and actions are appropriate.

**Disclaimer**

Portland District Health 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 outlined in this document.



**Authority to Raise Funds Application Form**

1. Name of Organisation or Community Group conducting the Event:
2. Address of Organisation or Community Group
3. Details of Key Contact Person

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone / Mobile \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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4. Name of Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Date or approximate date of function

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Function \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Type of Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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7. Venue and/or address of function \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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8. Brief description of the event/function \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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9. Purpose for which Funds are being raised \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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10. Event/Function promotion

**Please Confirm**

We agree to forward samples of all promotional materials and correspondence including all electronic and possible media releases stating Portland District Health’s name to PDH for approval, before publishing, promoting or distributing

materials.

YES / NO

11. Portland District Health is the sole beneficiary of monies raised from the event

YES / NO

If No, please indicate other beneficiaries

12. The net proceeds of the Event/Function will be donated to Portland District Health

YES / NO

If No, please state what part or calculation of how the funds will be distributed

13. Further comments

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signed: .......……………………………………………………………….. Date: ………………………

Applicant

Approved: …………………………………………………………………. Date: ………………...…….

Chief Executive, Portland District Health

Please return to

Carolyn Malseed

Community Engagement & Fundraising Department

Portland District Health

Bentinck Street

Portland Vic 3305

Phone (03) 5522 1182

Email: camalseed.pdh@swarh.vic.gov.au

Website:

*PLEASE NOTE:*

 *Portland District Health will not take any responsibility for expenses incurred by organisations or individuals*

*raising money to benefit Portland District Health, unless specifically authorised in writing.*

 *Under the Privacy Act Portland District Health cannot provide any lists of volunteers or patients, donors etc*