

# Fundraising Guidelines – ACT

June 2014

For any  
fundraising  
activity



## **headspace Terms and Conditions for Conducting a Fundraising Event in the Australian Capital Territory**

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. **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 Collection**

This letter and the enclosed Terms and Conditions govern your collection. 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 collection. Once your collection has been approved by **headspace**, you may conduct a collection for **headspace's** benefit.

### **Your Application**

You must complete the enclosed Application and return it to us at:

Corporate Partners & Fundraising Officer,

**headspace**,

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 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 Collections Act 2003 (ACT) and Charitable Collections Regulations 2003 (ACT)**

Despite any exemption that may apply to you exempting you from the operation of the *Charitable Collections Act 2003 (ACT)* and the *Charitable Collections Regulations 2003 (ACT) (Legislation)*, our authorisation is granted subject to you conducting the fundraising event in accordance with the Legislation.

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

**headspace** recommends you contact the Office of Regulatory Services 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 for **headspace's** benefit.

**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 while representing that the purpose is, or includes, a charitable purpose.<sup>1</sup>

**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 Collections Act 2003* (ACT) and the *Charitable Collections Regulations 2003* (ACT).

**Logo** means **headspace**'s logo, images, artwork, designs and any other material created or developed by **headspace**.

**Participant** means a person who raises funds for the purpose of the **headspace** Fundraising Event.<sup>2</sup>

**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** is the holder of a licence under the Legislation.
- 2.2 Under the Legislation<sup>3</sup>, **headspace**, as a licence holder, may authorise a person to conduct a Fundraising Event for its benefit.

## 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 for **headspace**'s benefit 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

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<sup>1</sup> Section 7(1)

<sup>2</sup> Section 9(1)(a)

<sup>3</sup> Section 14(2)



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- 3.7 **headspace** may revoke **headspace**'s authorisation under the Approval Form at any time in its absolute discretion by written notice.
- 3.8 If **headspace**'s authorisation is revoked under clause 3.6, you must within 7 days after notice in writing of the revocation produce and deliver to **headspace** all moneys, books, vouchers or other things controlled by you by virtue of **headspace**'s authority (##Note – not a legislative requirement).

#### **4. Compliance with laws**

- 4.1 Despite any exemption that may apply to you exempting you from the operation of the Legislation, **headspace**'s authorisation is granted subject to you conducting the **headspace** Fundraising Event in accordance with the Legislation.
- 4.2 You must comply with the Legislation in the same way that **headspace** is required to comply.
- 4.3 You are responsible for obtaining the consent or approval of the Office of Regulatory Services 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.

##### **5.2 Identification**

You must ensure that Participants who personally fundraise wear an identification badge that displays:<sup>4</sup>

- 5.2.1 the person's surname or a unique number given to the person by you;<sup>5</sup> and
- 5.2.2 either the name "**headspace**" or the Logo;<sup>6</sup> and
- 5.2.3 the purpose of the **headspace** Fundraising Event.

##### **5.3 Disclosure of information**

You must ensure that Participants disclose, or offer to disclose:<sup>7</sup>

- 5.3.1 where the **headspace** Fundraising Event is carried out personally, by telephone, by a written request, or from or through a website:<sup>8</sup>
  - (a) the purpose of the **headspace** Fundraising Event;

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<sup>4</sup> Section 16(1)

<sup>5</sup> Reg 8(a)

<sup>6</sup> Reg 8(b)

<sup>7</sup> Section 17

<sup>8</sup> Regs 9(1)-(4)



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- (b) the name of the licence holder "**headspace**";
- (c) how and where the net proceeds of the **headspace** Fundraising Event will be spent;
- (d) **headspace**'s telephone number;

5.3.2 where the **headspace** Fundraising Event is carried out through a collection bin:<sup>9</sup>

- (a) the name "**headspace**";
- (b) the purpose of the **headspace** Fundraising Event; and
- (c) **headspace**'s telephone number.

**5.4 False or misleading information about the headspace Fundraising Event**

You must ensure that you, or a Participant does not:

- 5.4.1 give information to a member of the public about the **headspace** Fundraising Event, or something required or permitted to do under the Legislation in relation to the **headspace** Fundraising Event that is false or misleading, or omits something without which the information is misleading;<sup>10</sup>
- 5.4.2 produce a document to a member of the public which contains information about the **headspace** Fundraising Event or something required or permitted to do under the Legislation in relation to the **headspace** Fundraising Event, where the person producing the document knows the document is false or misleading.<sup>11</sup>

**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**"; and
- 5.5.2 not be reasonably likely to cause offence to a person.

##Note – this is not a legislative requirement.

**6. Proceeds of headspace Fundraising Event**

- 6.1 You must as soon as practicable give all monies received from the **headspace** Fundraising Event to **headspace**. (Note – **headspace** must bank all monies (before any deductions) into its bank account, which must be maintained exclusively for the purpose of the **headspace** Fundraising Event).<sup>12</sup>

6.2

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<sup>9</sup> Reg 9(5)

<sup>10</sup> Section 18(1)

<sup>11</sup> Section 19(1)

<sup>12</sup> Section 45

6.3 **headspace** may redistribute to you any lawful and proper expenses you incur for conducting and carrying out the **headspace** Fundraising Event out of the gross monies paid under clause 6.1.<sup>13</sup>

6.4 **headspace** reserves the right to determine what are lawful and proper expenses of the **headspace** Fundraising Event.

6.5 **headspace** is not liable to you for any amounts you incur relating to the **headspace** Fundraising Event.

## 7. Receipts

You must ensure the Participants issue receipts to persons who personally give the Participant more than \$2 in cash for the purpose of the **headspace** Fundraising Event and request a receipt for the donation.<sup>14</sup>

## 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 Event 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;
- (d) ensure the Logo is the same height as the highest other Logo on the same line/space; and

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<sup>13</sup> Section 44(3) and Reg 12

<sup>14</sup> Reg 11



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- (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 keep, and deliver to **headspace** at the conclusion of the **headspace** Fundraising Event, details of the income and expenditure for the **headspace** Fundraising Event.<sup>15</sup>

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

##Note – this is a blanket protection if **headspace** is required to comply with some provision of the Act and needs some information/document from the person conducting the fundraising event.

10.3 The obligation in clause 10.2 survives the expiration of this 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 requirements where child is a Participant in the headspace Fundraising Event**

<sup>15</sup> Section 50(2)(a)

- 12.1 A child must not participate in the **headspace** Fundraising Event unless a parent or guardian consents to the child's participation.<sup>16</sup>
- 12.2 If the child is at least 12 years old, the child must also give his or her written consent to participating in the **headspace** Fundraising Event.<sup>17</sup>
- 12.3 A child under 6 years of age must be directly supervised by a parent or guardian.<sup>18</sup>
- 12.4 For children 6 years or older:
  - 12.4.1 the child must be adequately supervised having regard to age, sex and maturity of the child;<sup>19</sup>
  - 12.4.2 the person supervising must be an adult who;<sup>20</sup>
    - (a) supervises no more than 6 children;
    - (b) ensures that each child is accompanied by another child who is at least 6 years old or by an adult;
    - (c) is in close proximity to each child being supervised;
    - (d) knows the whereabouts of each child;
    - (e) does not allow a child to enter a private dwelling or solicit money or a benefit from a person in a motor vehicle; and
    - (f) makes contact with each child at least every 30 minutes.
- 12.5 A parent or guardian must be able to contact their child during the **headspace** Fundraising Event.<sup>21</sup>
- 12.6 A child must not participate in the **headspace** Fundraising Event:
  - 12.6.1 before 6 am or sunrise (whichever is the later); and
  - 12.6.2 after 7 pm or sunset (whichever is the earlier).
- 12.7 A child under 12 years of age must not participate in the **headspace** Fundraising Event for more than 3 hours (including any rest breaks) on any one day.<sup>22</sup>
- 12.8 A child who is at least 12 years old must not participate in the **headspace** Fundraising Event:
  - 12.8.1 for more than 7 hours (including any rest breaks) on any one day; and
  - 12.8.2 for more than 3 hours without a rest break of at least 30 minutes.<sup>23</sup>

<sup>16</sup> Reg 1.1 Schedule 1

<sup>17</sup> Reg 1.1 Schedule 1

<sup>18</sup> Reg 1.2 Schedule 1

<sup>19</sup> Reg 1.3 Schedule 1

<sup>20</sup> Reg 1.3(4) Schedule 1

<sup>21</sup> Reg 1.4 Schedule 1

<sup>22</sup> Reg 1.6(1) Schedule 1

# headspace third party fundraising application form - ACT

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



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**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**



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**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 ACT Office of Regulatory 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 ACT Office of Regulatory Services?**

<b>YES</b>	<b>NO</b>	<b>N/A</b>
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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>	<b>jpeg</b>	<b>eps</b>
<b>Logo Colour</b>	<b>Colour</b>	<b>Black and white</b>
<b>Logo orientation</b>	<b>Portrait</b>	<b>Landscape</b>

**Please note the following in relation to use of the headspace logo, if your 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 Collections Act 2003* (ACT) and the *Charitable Collections Regulations 2003* (ACT) (**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 the Office of Regulatory Services and I have the necessary consents, approvals, and permits 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 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: \_\_\_\_\_