

THE SMITH FAMILY FUNDRAISING TERMS AND CONDITIONS

“**The Fundraiser or you**” refers to the individual that is conducting a Fundraising Activity.

“**The Smith Family**” is the charity authorising the Fundraiser.

“**Fundraising Activity**” refers to an appeal by the Fundraiser to raise funds on behalf of The Smith Family.

“**Fundraiser’s Application**” means the request submitted to The Smith Family by the Fundraiser for approval to raise funds on behalf of The Smith Family.

“**Letter of Authority**” is an authority to fundraise provided to the Fundraiser by The Smith Family if it is required to do so.

Please read the following information about the responsibilities and expectations of the Fundraiser when conducting a Fundraising Activity for The Smith Family. By submitting a Fundraiser’s Application, you agree to be bound by the following terms and conditions. The Smith Family may, at its sole discretion, modify or revise these terms and conditions at any time, and you agree to be bound by such modifications.

Please note – The Fundraiser is not authorised to name The Smith Family as a beneficiary until the Letter of Authority, if required, has been received.

1. FUNDRAISING FOR THE SMITH FAMILY

- a) Any Letter of Authority issued by The Smith Family in connection with the Fundraiser’s Application relates to the Fundraising Activity only. No authority is granted in respect of the same or similar future activities.
- b) All aspects of the Fundraising Activity shall be conducted in your name and are the sole responsibility of the Fundraiser.
- c) The 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. The Fundraiser must make it clear when dealing with the public, sponsors and supporters that they are not representing The Smith Family and that they are acting on their own behalf to raise funds that will be donated to The Smith Family.
- d) The Smith Family is not able to take a coordinating role in the Fundraiser’s Fundraising Activity, such as soliciting prizes, organising publicity or celebrities, assisting with ticket sales, or providing goods and services to assist in conducting the Fundraising Activity.
- e) The Smith Family expects a reasonable level of communication with and information from the Fundraiser regarding the Fundraising Activity.
- f) For a Fundraising Activity involving substantial physical exertion or an endurance event, the Fundraiser must provide a detailed event plan to The Smith Family 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.
- g) For any Fundraising Activity, any proposed material changes must be reported to The Smith Family within two days of the date of the change and before the commencement of the Fundraising Activity.
- h) 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.

2. COMPLIANCE WITH RELEVANT LAWS

- a) The Fundraising Activity must be promoted and conducted by the Fundraiser in compliance with all relevant state and territory laws, regulations and codes (e.g. this includes applying for and obtaining all permits, approvals, licences and authorities that may be required for or in connection with the Fundraising Activity). Copies of these must be sent to The Smith Family.
- b) If the Fundraising Activity is conducted in Victoria and is likely to raise in excess of \$20,000 in that state, it is the responsibility of the Fundraiser to consider registering as a fundraiser with Consumer Affairs Victoria. For more information, see <https://www.consumer.vic.gov.au/clubs-and-fundraising/fundraisers/registration/register-as-a-fundraiser>.

3. STANDARDS OF FUNDRAISER BEHAVIOUR

When conducting a Fundraising Activity, the Fundraiser must:

- a) explain the purpose of The Smith Family and how the funds raised will be used by The Smith Family;
- b) be clearly, and individually, identifiable by the public (including by displaying identification that contains the Fundraiser's name, whether they are a volunteer or acting in some other capacity for The Smith Family, and The Smith Family's name and contact details);
- c) always make and keep written records of a Fundraising Activity that can be easily read and understood;
- d) acknowledge and comply with a person's:
 - (i) refusal to make a donation;
 - (ii) request not to receive future solicitations; and
 - (iii) request to be contacted at a more convenient time or by different means (where applicable);
- e) never mislead, deceive or knowingly use false or inaccurate information when fundraising;
- f) never place undue or unreasonable pressure on a person when fundraising, or act unconscionably in any way to obtain a donation;
- g) never exploit the trust, lack of knowledge, lack of capacity, apparent need for care and support, or vulnerable circumstances of any person; and
- h) if relevant, always make it clear whether a donation is a one-off or an ongoing donation, and clearly explain how to end an ongoing donation.

In addition to the above, the Fundraiser must also:

- i) display courtesy, respect and consideration towards others at all times; and
- j) behave in a manner that enhances the reputation and public understanding of The Smith Family.

4. ADVERTISING AND USE OF THE NAME AND LOGO

- a) The Fundraiser is not permitted to use the name, logo or any other intellectual property rights of The Smith Family without prior written approval from The Smith Family. At no time can the Fundraising Activity be advertised as The Smith Family's event.
- b) The Smith Family permits the Fundraiser to refer to their Fundraising Activity as supporting The Smith Family by using tag lines on promotional material, such as "this event is proudly supporting The Smith Family" or "funds raised will be donated to The Smith Family".
- c) 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.

5. DONATIONS AND ADMINISTRATION

- a) Any record keeping and management aspects of the Fundraising Activity are entirely the Fundraiser's responsibility. The Fundraiser must comply with any obligations imposed by state and territory laws, regulations and codes regarding keeping and maintaining records.
- b) In addition to the above clause, the Fundraiser must:
 - (i) collect and hold funds in a secure environment and reconcile the funds relating to any Fundraising Activity undertaken;
 - (ii) keep and maintain records about how the funds raised will be used (e.g. 100% of funds raised will be donated to The Smith Family) and/or what percentage of funds raised will be donated (e.g. 20% of funds raised used for expenses, 80% of funds raised will be donated to The Smith Family); and
 - (iii) maintain and provide to The Smith Family an accurate and complete statement of income, expenditure and net proceeds, together with copies of receipts for all expenditure. These must be retained for at least 12 months after the Fundraising Activity.

6. EXPENSES

The Fundraiser:

- a) must ensure expenses do not exceed 50% total funds raised;
- b) must not incur any expenses in the name of The Smith Family;
- c) may deduct any vital costs associated with conducting the Fundraising Activity provided those costs are well documented, fair and reasonable, and only include out-of-pocket expenses such as venue hire, catering, etc.; and
- d) must ensure the Fundraising Activity is self-funded and all related invoices will be 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.

7. ISSUING RECEIPTS

Tax-deductible receipts can only be issued to people donating \$2 or more. For more information, please refer to the Australian Taxation Office website (ato.gov.au). See "tax deductible gifts".

8. INDEMNITIES AND INSURANCE

- a) 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:
 - (i) negligence.
 - (ii) willful act or omission; or
 - (iii) breach of any term or condition of the Fundraiser's Application, the Letter of Authority or these terms and conditions.
- b) 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's insurance policies do not cover activities conducted by those outside The Smith Family. All insurance cover required is the

responsibility of the Fundraiser including, without limitation, public liability insurance or wet weather insurance for an outdoor event.

9. TERMINATION

The Smith Family reserves the right to revoke a Letter of Authority or otherwise terminate the relationship with the Fundraiser at any time if, in the reasonable opinion of The Smith Family, the Fundraiser does not adhere to any of the above terms and conditions.