

# THIRD-PARTY FUNDRAISING UNDERTAKING

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## **UNDERTAKING TO COMPLY WITH TERMS AND CONDITIONS APPLICABLE TO THIRD-PARTY FUNDRAISERS SUPPORTING LORD MAYOR'S CHARITABLE FOUNDATION (THE FOUNDATION).**

The following information has been produced to assist community fundraising initiatives to ensure that all fundraising is both transparent and accountable to members of the public donating to the Lord Mayor's Charitable Fund.

These terms and conditions will help you outline your responsibilities in organising a safe and responsible activity. It will also help you to develop an activity that minimises risks to you, other participants and to Lord Mayor's Charitable Foundation (the Foundation) and provide guidance in relation to important legislation and regulations. Please note that these terms and conditions may be modified at any time and such modification shall be effective immediately upon web posting of the modified terms and conditions.

### **1. General Rules**

Lord Mayor's Charitable Foundation reserves the right to decline approval of any fundraiser and/or to withdraw its approval of a fundraiser at any time if it appears that there is a likelihood of the community fundraiser failing to adhere to any of the terms and conditions mentioned in this document, or for any other reason deemed necessary at the Foundation's discretion.

### **2. Lord Mayor's Charitable Foundation Fundraising and Visual Imagery**

- 2.1. You must ensure that any content you use in relation to the fundraising event (including photographs) is not obscene, offensive, defamatory or racist and does not breach any law or regulation or any intellectual property rights of a third party or any right or duty owed to a third party. This means that if any of the content you use is copyright protected, you must obtain the copyright owner's written permission in order to use it.
- 2.2. In the event that you become aware of any content which breaches any of the above rules, please notify us immediately by emailing [philanthropy@lmcf.org.au](mailto:philanthropy@lmcf.org.au)
- 2.3. You must not use the fundraising event to misrepresent your identity or affiliation with any person or organisation.
- 2.4. You waive, release and discharge the Foundation and its officers, employees, contractors, volunteers or agents from all claims or causes of action you may have (including for negligence) arising from any injury, loss or damage of any kind suffered by you including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your attendance at or participation in the Event.

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- 2.5. You also waive, release and discharge the Foundation and its officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action you or any person under your care may have (including for negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by you. This includes children in child-carrying devices (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your or their attendance at or participation in the Event. You agree to take all necessary precautions and actions to ensure any child or person accompanying you, whether in a child-carrying device or not, is safe.
- 2.6. You indemnify and will keep indemnified the Foundation and its officers, employees, contractors, volunteers and agents against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in your care.

### 3. Event Approval

- 3.1. All events must be submitted to the Foundation for consideration.
- 3.2. Once you have completed your event and fundraising proposal and we are satisfied that the fundraising activity is in accordance with our Values and Purposes, we will forward you our fundraising requirement and kit to help get you started.
- 3.3. Please notify the Foundation at least 14 days prior to the Event commencement date if there are any changes to the Event details provided in your event registration.
- 3.4. Factors that the Foundation will consider when reviewing your application include:
- Your safety and the safety of others.
  - That the proposed activity meets the standards and requirements of the Foundation.
  - That the proposed activity is compliant with all applicable laws.
  - That the proposed activity meets the requirements of local fundraising regulators.
- 3.5. Lord Mayor's Charitable Foundation also reserves the right to withdraw its approval for an event or activity at any time if it appears that there is a likelihood of the fundraiser failing to adhere to any of the terms and conditions mentioned in this document.

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## 4. Fundraising Legislation & Public Liability Insurance

- 4.1. Understanding your responsibilities, including fundraising laws, is very important. Depending on what activity you decide to hold, you may need to check with local authorities to make sure you comply with local regulations.
- 4.2. To collect money on private property, you will need the owner or landlord's permission.
- 4.3. To solicit donations at a local fete or organised community event, you may also need to gain permission from the event organiser.
- 4.4. It is the responsibility of the Community Fundraiser to ensure adequate public liability insurance cover is held in relation to your fundraising activity. Public liability insurance may be provided by the Foundation but only in exceptional circumstances. Lord Mayor's Charitable Foundation public liability insurance will not cover the fundraiser unless specifically agreed in writing between the parties. For further information please contact the Foundation.

## 5. Fundraising Activities

- 5.1. All fundraising activities must be approved by the Foundation prior to the event being held. Please allow up to two weeks from the date of receipt of your proposal.
- 5.2. Lord Mayor's Charitable Foundation expressly reserves the right to refuse or suspend fundraising for a charitable fund account in the event that the Foundation, in its sole discretion, deems the fundraising activity unsuitable or inappropriate.
- 5.3. Raffles Regulations for raffles that are of higher value differ from state to state. It is your responsibility to contact your State or Territory's Office of Gaming Regulation for more details to ensure that your raffle complies with state and local legislation.
- 5.4. Sponsors can be a great way of obtaining publicity for an event and businesses or organisations are often very happy to help charitable events. However, BEFORE approaching any Company for sponsorship, you must first consult the Foundation.
- 5.5. Consulting the Foundation beforehand is necessary because there may be a conflict of interest with our current sponsorship arrangements. The above also applies to contacting government bodies at local, state and

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federal levels to seek financial assistance or for a government official to attend or speak at your event. All government bodies have protocols regarding sponsorship and the Foundation should be consulted first to discuss and approve prior to contact.

## **6. Activities that are generally not approved**

- Door-to-door solicitation or telemarketing.
- Alignment with any inappropriate organisations or activities that do not coincide with the Foundation's values.
- Rattling of tins that are not registered with the Foundation.
- High-risk activities which may cause injury (as determined by the Foundation).
- Events which involve unrestricted or irresponsible serving of alcohol.
- Any illegal activity.

## **7. Letter of Authority to Fundraise**

- 7.1. You may be required to present a Letter of Authority to Fundraise on behalf of the Foundation to members of the public during your fundraiser or throughout your fundraising journey. Upon approval of your event, you can request this letter as your proof of authority to fundraise for the Foundation.
- 7.2. Please note that fundraising is only permitted during the time period specified on the letter and for the purposes stated on your application.

## **Responsibility of the Community Fundraiser**

### **8. Working with children**

- 8.1. Lord Mayor's Charitable Foundation is dedicated to keeping children safe from harm.
- 8.2. It is the Community Fundraiser's responsibility to ensure a safe place for all their attendees. Some areas that you should consider to maintain safety for children attending your event are:
- 8.3. Children under the age of 18 years of age must be accompanied by an adult when collecting donations or funds.
- 8.4. That your activity or event does not require an adult to take a child out of the vision of their parent or carer.
- 8.5. If utilising the services of child entertainers, that they hold a relevant Working with Children's Check relevant to the state in which your event or

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activity is taking place.

- 8.6. That no children under the age of 18 are permitted to use alcohol.
- 8.7. That you secure written permission to photograph children from their parents or guardians (the Foundation can provide you with a template permission form upon request) and send copy of these to us along with your photos.

## 9. Financials

- 9.1. As the Community Fundraiser, you are responsible for all financial aspects of your activity or event, including safe and secure handling practices that are compliant with the Australian Privacy Principles and the Privacy Act 1988 Cth, secure management of funds and delivering all funds to the Foundation head office within one (1) day of the fundraising event.
- 9.2. There must be clear signage at the event and in the promotion of the event about where the funds are being distributed.
- 9.3. Your event attendees must be aware of where their donations are going.
- 9.4. To ensure that your personal information handling practices are compliant with the Foundation's obligations under the Australian Privacy Act 1988 (Cth) we require you to:
  - a) nominate one authorised employee from your organisation who will be attending the Event to handle the collection of all completed Lord Mayor's Charitable Foundation Donation cards and any cash or cheques at the event. **Please ensure to advise the Foundation of this person's name and contact details prior to the Event.**
  - b) arrange for the authorised employee to securely collect all donations.
  - c) deliver the proceeds of the donations and the donation cards to the Foundation **within one (1) business day of your event** or contact us on (03) 9633 0033 to make alternate arrangements.

**NB: Please do not bank the donated funds into your organisation's or any bank account.**

- 9.5. Please note that the Foundation is not responsible for any expenses that the Community Fundraiser may incur or any losses that may occur from an event. As the Community Fundraiser, it is your responsibility to keep a record of the expenses that have been incurred and deduct the expenses from the funds raised, provided it is appropriately documented.

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## 10. Event Management and Coordination

- 10.1. Whilst the Foundation is happy to provide guidance when needed, once the event is approved, the nominated Community Fundraiser takes full responsibility for all organisational aspects of the fundraising activity or event and is responsible for ensuring that it complies with the relevant legislation. You are also responsible for the coordination of finances, prizes, publicity and/or goods or services required to run the activity.
- 10.2. As the Community Fundraiser, you must conduct the fundraiser in your club, group or business name and agree to be the Foundation's primary contact for the event. You must ensure that you and your partners, sponsors, associates and volunteers understand and abide by the guidelines set out in this document.
- 10.3. You must also ensure that the aforementioned groups do not claim to represent the Foundation, nor claim to have any authority to act on behalf of the Foundation. You must ensure that at no time will any person affiliated with the third-party organiser of the external fundraising activity misleadingly present themselves as a staff member or volunteer of the Foundation. In addition, an event or activity organised by a third party external to the Foundation is not considered an official Lord Mayor's Charitable Foundation event and must not be promoted as such.

## 11. Social Media & Other Publicity

- 11.1. Reference of or to our organisation in any manner, our services and programs must be submitted to the Foundation for approval before they are printed or aired. While you are not authorised to speak on behalf of the Foundation, you may speak about your fundraising activity itself.
- 11.2. The fundraiser is expected to ensure that the correct terminology is used when making reference to the Foundation and its work. Our preferred language for supporters is 'Proudly supporting Lord Mayor's Charitable Foundation'.
- 11.3. Logo modifications
  - a) The logo of Lord Mayor's Charitable Foundation may not be re-drawn, re-coloured or modified in any way except by increasing or decreasing the size of the logo as a whole.
  - b) The logo cannot be provided for placement on clothing, vehicles or other promotional material.
  - c) Supporters and fundraisers are not allowed to manufacture any goods bearing the Foundation's logo.

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## 12. Receipts

12.1. There are two types of official Lord Mayor's Charitable Foundation receipts that can be issued:

- a) A non tax-deductible receipt:  
This is issued when a donor gets something in return for their giving. In other words, a tax deduction isn't available (and only a non tax-deductible receipt can be issued) if you, for example, receive goods or services at a charity auction or you obtain entry to an event.
- b) A tax-deductible receipt:  
This is issued when a donor receives nothing in return (in other words, for a pure monetary donation). Note: Some 'goods in kind' can be issued with a tax-deductible receipt. Refer to ATO guidelines or ask our Donor Engagement Team for assistance if you think you may be eligible.

12.2. You cannot claim a personal tax deduction for monies received and/or donated on behalf of others.

12.3. As the Community Fundraiser, you are responsible for providing the correct information to the Foundation so that donors can be issued receipts. If in doubt, please refer to the Tax-Deductible Gifts page on the Australian Tax Office website ([www.ato.gov.au](http://www.ato.gov.au)).

## 13. Supporting Information and Materials

13.1. Lord Mayor's Charitable Foundation wants to help you to make your Event a success and mitigate all foreseeable risk.

13.2. We expect a reasonable level of consultation and information about the Event.

13.3. Please note that the Foundation is unable to provide the following:

- a) Raffle prizes or auction items;
- b) Funds or reimbursement for any expenses incurred;
- c) Contact lists for you to use to promote your event;
- d) Staff to run the event itself;
- e) General assistance in organising and marketing your event.



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## 14. Undertaking and Indemnity

- 14.1. In signing this undertaking, you represent to the Foundation that in signing this undertaking that you have authority to bind your organisation.
- 14.2. You agree to the terms and conditions and indemnities set out in this document and all correspondence between the Foundation and your organisation relating to this event.
- 14.3. You irrevocably and unconditionally indemnify the Foundation, and keep the Foundation indemnified, against any loss, costs, expenses, liabilities or damage suffered by the Foundation arising out of your breach of any of the terms and conditions contained in this document.
- 14.4. All licences and permits in relation to responsible serving of liquor have been obtained from the Victorian Commission for Gambling and Liquor Regulation.
- 14.5. Appropriate safety, security and emergency procedures are in place and external security agency engaged (where events are large or involve serving of alcohol).

I, \_\_\_\_\_, confirm that I have read and understand  
FULL NAME  
the Lord Mayor's Charitable Foundation Terms & Conditions outlined above.

**Role at Organisation:** \_\_\_\_\_

**Organisation:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_