

Fundraising Terms & Conditions

Thank you for choosing the Queensland Braille Writing Association as the beneficiary of your fundraising activity. In order to comply with various fundraising and charity legislation, the following guidelines outline our mutual responsibilities and obligations.

The Terms and Conditions outlined in this document will be binding on the Queensland Braille Writing Association (henceforth Braille House, we, our, us) and the Fundraiser (you, your). The 'Fundraiser' is defined as an individual or organisation conducting the fundraising activity or event on behalf of Braille House. If you need further information please don't hesitate to contact us on 07 3848 5257.

1.0 Authority to fundraise for Braille House

- 1.1 It is important that we keep track of all fundraising activities that are being conducted for us. For this reason, as well as the legal requirement that Braille House must approve and authorise all fundraising activities of which it is associated with you will need to please complete and sign our "Register Your Fundraising Activity" form and return it to admin@qbwa.org.au at least 4 weeks prior to your activity or event. If your fundraising event is approved, we will send you an 'Authority to Fundraise' letter. This document can only be issued when we:
 - (a) have received a completed and signed "Register Your Fundraising Activity" form;
 - (b) are satisfied the fundraising activity will represent Braille House appropriately, upholding our values and our brand;
 - (c) are satisfied that the fundraising activity can produce a reasonable financial return after expenses have been deducted; and
 - (d) are satisfied that the fundraising activity is not a high risk to the fundraiser and to the Braille House brand.
- 1.2 The Fundraiser is not officially authorised to use Braille House as its beneficiary charity without a signed "Authority to Fundraise" letter.
- 1.3 Due to the nature of our work and the high ethical standards under which we operate, there may be some events and activities we will not approve of (for example any events promoting or involving the tobacco industry, terrorism, violence, law breaking etc). We may at any time and without the need to give you reason, withdraw your "Authority to Fundraise" by notification in writing in the following circumstances: -
 - (a) The fundraising event is different to that which is described in the "Authority to Fundraise" letter; or
 - (b) The Fundraiser fails to notify Braille House of any change of details; or
 - (c) Braille House does not feel that the fundraising event accurately reflects their high ethical standards; or
 - (d) You fail to adhere to any of the responsibilities and obligations outlined in this document.In this situation, all fundraising must cease immediately and you must, within seven (7) days after you have received written notification, return your "Authority to Fundraise" letter, any identification badges or armlets ("Device") held by you, all money raised and all receipt books (used and unused) together with any materials displaying Braille House's name or logo.
- 1.4 You may fundraise only during the approved dates and only for the approved event or activity indicated in your "Authority to Fundraise" letter. Authorisation for repeat activities must be requested from Braille House for each separate event, unless otherwise stated.
- 1.5 You are legally required to ensure that all volunteers, staff and agents fundraising on your behalf wear and keep on their person a Device. We will provide you with a Device of which you and others who are involved in the fundraiser as collectors must clearly wear while you are fundraising for us. Further, you are legally required to keep records of all persons who are issued with a Device and you must ensure that all Devices that are issued by Braille House are held in safe custody when not in use. Devices are only to be provided to those who are involved in fundraising events and at no other time. If the Devices are no longer required or the specified fundraising activity has concluded or Braille House has revoked their "Authority to Fundraise" letter then all Devices and the "Authority to Fundraise" letter must be returned to us as soon as possible.
- 1.6 From time to time, we may require you to comply with other requests.

- 1.7 If you have a business that wishes to donate a percentage of their sales over a period of time to Braille House, please contact our office as additional paperwork may need to be completed.

2.0 Fundraising for Braille House

- 2.1 Any fundraising activity conducted under the name of the Fundraiser is the sole responsibility of the Fundraiser. You must ensure that any person assisting you with your fundraising activity or event, at all times:
- Comply with these terms and conditions;
 - Only conduct such events or activities as approved in your “Authority to Fundraise” letter;
 - Behave in an appropriate and respectful manner that accurately reflects the values of Braille House; and
 - Comply with any other reasonable direction provided by us from time to time.
- 2.2 Braille House will not take on a coordination role in any fundraising activity, unless otherwise advised. It is your responsibility to coordinate financial management, human resources, marketing, promotion, operations, sponsorship, procurement and soliciting of prizes and auction items. Braille House is available for advice and guidance and if appropriate, Braille House may, but is not required to, provide a representative at your event.
- 2.3 Remember, that the fundraiser event will not be an event for which Braille House is responsible, but a fundraising event to raise funds for donation to Braille House.
- 2.4 The fundraising activity must be conducted in accordance with all federal, state or territory legislation.
- 2.5 The Fundraiser is required to obtain and maintain any necessary insurance, permits, licenses, consents and authorisations required for the fundraising activity. (For example, permits are required by councils and shopping centres for events on their grounds; and state/territory government permits may be required to conduct raffles or prize draws. There are also regulations relating to liquor licensing and preparation of food. State/territory guidelines vary. Please check with the relevant governing body for details. Please contact Braille House for advice and support if required)
- 2.6 You must make it clear in any dealings with the public, sponsors, donors and supporters that you are not our agent or representative, but you are acting on your own behalf to raise money for Braille House. You must make it clear in any dealings with the public, sponsors, donors and supporters that acceptance of a donation by you does not imply endorsement by Braille House.
- 2.7 By agreeing to these terms and conditions you verify that you are physically, mentally and financially able to organise and run your fundraising event or activity. You also acknowledge that you are aware of any risks involved and voluntarily agree to undertake all fundraising events and activities at your own risk.
- 2.8 Braille House (including its Council members, staff and volunteers) is not liable for any injury, damage or loss arising from or connected with (directly or indirectly) any of your fundraising events or activities.
- 2.9 We value the relationships we have with all of our fundraisers and like to keep abreast of their activities and events, so please keep us up to date for the duration of your fundraising. You agree that we may also contact you from time to time.

3.0 Privacy and Personal Information

- 3.1 Braille House will not provide you with information from our donor database or any other personal information of current or prospective donors. We are bound by privacy laws and our own privacy policies.
- 3.2 All fundraisers, including you, are expected to protect the privacy and personal information of the people you come in contact with during the course of your fundraising and that you comply with all laws relating to privacy. You must ensure that any other person assisting you with your fundraising activity or event will do the following:-
- Only collect personal information from a supporter or donor that is necessary for the functions or activities of the fundraising (eg, collecting name and contact details for issuing a receipt or posting an event ticket) and will always make it clear why this information is being collected; and
 - Not copy, use or disclose personal information other than for the primary purpose of fundraising for Braille House (eg, issuing a receipt or posting an event ticket). Disclosures of personal information will only be to Braille House, the individual making the donation and other organizations or individuals directly related to the fundraising activity and/or the primary purpose of the collection of the personal information; and
 - not under any circumstances collect credit card details from supporters or donors.
- 3.3 We will treat any personal information you pass on to us in accordance with the National Privacy Principles contained in the *Privacy Act 1988* (Cth) and our own privacy policies. If Braille House is notified of any breach of its privacy policies or the *Privacy Act 1988* (Cth), the “Authority to Fundraise” letter is considered void.
- 3.4 Braille House does not endorse any fundraising activity that involves telemarketing, door knocking, violent or dangerous activities, or any activities that do not fit with Braille House’s missions and goals.

- 3.5 Braille House is unable to provide public liability insurance to cover community fundraising activities, the Fundraiser, or their supporters.
- 3.6 If you plan to solicit contributions, sponsorship or in-kind gifts from businesses, the list of potential business sponsors must be reviewed and approved by Braille House prior to approaching. A list of all contributions by companies must be submitted when making final remittance to Braille House.

4.0 Financial aspects

- 4.1 It is a requirement of the charitable fundraising legislation in all states and territories that the Fundraiser maintains accurate records of income and expenditure associated with the fundraising activity.
- 4.2 Within ten (10) days of the conclusion of the fundraising activity, all proceeds are to be submitted to Braille House with a copy of the 'Authority to Fundraise' letter and Remittance Form (provided upon approval of your Application) plus a statement of income and expenditure. Please do not send cash through the post. The financial aspects, fundraising, raffles, record keeping and management of the fundraising activity are the responsibility of the Fundraiser. The Fundraiser must comply with all relevant Legislation and Regulations in your nominated state or territory.
- 4.3 Braille House will not pay for any expenses incurred by the Fundraiser, but expenses can be deducted from the proceeds of the fundraising activity, provided they are properly documented. The Fundraiser must ensure expenses do not exceed more than 20% of the total funds raised (unless approved by Braille House).
- 4.4 Individual receipts for taxation purposes can be issued by Braille House if a supporter makes a donation of \$2 or more and proceeds from the fundraising activity have been received. Please complete the Receipt Registry (provided upon approval of your Application). Note: When a supporter has received goods or services in return for money given (e.g. purchased raffle tickets, purchase of items, event entry), a tax-deductible receipt cannot be issued.

5.0 Media, Advertising and Public Relations

- 5.1 Due to limited resources, Braille House cannot undertake media relations for the Fundraiser. All media materials and media releases must be approved by Braille House prior to distribution.
- 5.2 Braille House must be notified of all planned media activity in advance. Any approach to celebrities for support must be discussed with Braille House and approved prior to any contact being made.
- 5.3 A representative from Braille House may be available to attend your fundraising activity however the request must be made well in advance of the event.
- 5.4 You must ensure that all publicity in connection with your fundraising event or activity and Braille House (whether in written or oral form) is not deceptive or misleading in any way and is clear and accurate.
- 5.5 The level, mode and/or percentage of support for Braille House must be explicitly stated on all materials and correspondence relating to the fundraising activity. e.g. 100% of proceeds will be donated; 100% profit will be donated; \$x per item will be donated; income will be split with another charity, etc.

6.0 The use of Braille House name and logo

- 6.1 Braille House must always be identified as the 'beneficiary' of the fundraising activity. The Fundraiser has no right to the names 'Braille House', 'Queensland Braille Writing Association' and 'QBWA' nor the use of the Braille House logo. The fundraising activity may be promoted as 'proudly supporting Braille House'. Approved branded templates will be supplied. No variations of these will be approved.

7.0 Participation of children

- 7.1 Throughout Australia, many conditions apply to the involvement of children in a fundraising activity. For example in NSW – the minimum age for children as a volunteer is eight (8) years; and / or to receive payment is 13 years.
- 7.2 Anyone who engages in child-related work in Queensland must have a Blue Card prior to commencing child-related work or activities irrespective of the frequency of that work. This requirement may change depending on State or territory legislation and the Fundraiser is obligated to adhere to all guidelines, legislation and regulations within their nominated State or territory. Please check with your relevant local authority for further information regarding requirements in your State or territory. If you intend to involve children in your fundraising activity, you must detail your plans in your 'Register Your Fundraising Activity' form where indicated.
- 7.3 Proposals involving fundraising on school grounds will not be approved unless:
 - you are a teacher, student or parent/guardian at the school where you intend to fundraise; and
 - written consent has been given by your Principal.