

Fundraising terms and conditions



We hope that you will enjoy coordinating your fundraising event for the Heart Foundation. It is important to note that there is a serious side to fundraising and these guidelines have been developed to help you understand your obligations as a fundraiser for the Heart Foundation.

By coordinating a fundraising event to raise money for the Heart Foundation you agree to these Terms and Conditions.

General

1. You are required to have an Authority to Fundraise before you commence raising funds for the Heart Foundation ("the Activity"). Once your fundraising activity is approved, the Heart Foundation will mail you a letter giving confirmation of your Authority to Fundraise, which is your authority to undertake a fundraising activity for the Heart Foundation. This document can only be issued when a detailed and signed Proposal to Fundraise form has been received by the Heart Foundation.
2. The fundraising event must be conducted in the name of the authorised fundraiser and is the sole responsibility of the authorised fundraiser. "Authorised Fundraiser" means the individual/s authorised to fundraise on behalf of the Heart Foundation.
3. Approval of your fundraising activity and the issue of an Authority to Fundraise by the Heart Foundation does not mean that the Heart Foundation has assessed the regulatory implications of your activity. There are numerous laws and regulations relating to charitable giving, fundraising, holding events and running various types of competitions. If in doubt please obtain independent legal advice regarding the legal implications and regulatory requirements of your proposed activity, any liability that may arise, and ensure you hold all permits, licences and insurances
4. The Heart Foundation is unable to provide public liability insurance to cover community fundraising activities.
5. You accept all risks that may arise from the Activity, including the risk of injury or loss of life.
6. You declare that you are over 18 years of age.
7. You release the Heart Foundation and all persons or corporations associated directly or indirectly with the Heart Foundation from all known and unknown claims, liability, demands and proceedings arising due to any loss, damage, expenses or personal injury which may be sustained by you as a result of or in connection with:
 - a) any neglect, act or omission or failure on the part of the Heart Foundation (including its servants, agents, volunteers or employees) or any person or corporation associated directly or indirectly with the Heart Foundation; or
 - b) Your participation in the Activity.
8. You indemnify the Heart Foundation and all persons or corporations associated directly or indirectly with the Heart Foundation (collectively "those indemnified") against:
 - a) all losses incurred by those indemnified;
 - b) all liabilities incurred by those indemnified; and
 - c) all costs actually payable by those indemnified to their legal representatives (whether or not under a costs agreement) and other expenses incurred by those indemnified in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising as a result of or in connection with your participation in the Activity.
9. You will comply with these terms and conditions as may be amended by the Heart Foundation from time to time. You acknowledge that the Heart Foundation may update these Terms and Conditions and provide a copy to you.
10. You agree to provide true and correct information to the Heart Foundation and promptly notify the Heart Foundation of any changes to your information.
11. You acknowledge that the Heart Foundation reserves the right, at its sole discretion, to withdraw your Authority to Fundraise at any time and without notice or explanation to you.
12. **Heart Foundation** means the National Heart Foundation of Australia (ABN 98 008 419 761) and each of its State and Territory divisions.

Promotions

13. Please remember that your fundraising event is one organised by you to benefit the Heart Foundation. As such, you should promote your event as supporting the Heart Foundation. A suggested way of promoting it is "Funds raised will go to support the work of the Heart Foundation."
14. If you wish to refer to or promote the Heart Foundation, you must refer to the Heart Foundation as "the Heart Foundation". You only have a right to raise funds on behalf of "the Heart Foundation" but cannot state that you are "the Heart Foundation".

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15. The Heart Foundation will provide you with a community fundraiser logo that you have permission to use on promotional material once you have been granted an Authorisation to Fundraise. Guidelines on how to use the community fundraiser logo will be supplied with the logo.
16. Any promotional material you wish to use for your fundraising activity, such as flyers, posters, invitations, web sites or media releases must be approved by the Heart Foundation prior to being printed or disseminated.
17. Due to limited resources the Heart Foundation cannot undertake media relations for the Authorised Fundraiser. As the coordinator of your event you must be responsible for all sales, marketing and promotion.

Sponsorship

18. If you are seeking your own sponsors, please provide the Heart Foundation with a list of targeted corporate sponsors. The Heart Foundation reserves the right to exclude solicitation of specific sponsors. You should make it clear that you are a community fundraiser raising money for the Heart Foundation and that this is not a Heart Foundation activity.
19. The Heart Foundation must not be associated with alcohol, tobacco or some foods.

Funds & Receipting

20. The general obligations of the Authorised Fundraiser are to:
 - Provide the Heart Foundation with an accurate estimate of the income and expenses associated with your fundraising event/activity
 - Keep accurate financial records, including itemised expenses and the reason for them
 - If you wish to bank funds raised straight into the Heart Foundation bank account, please use the official banking form and your fundraiser ID number, if unsure please contact your local Community Fundraising Coordinator at the Heart Foundation on 1300 55 02 82.
 - Funds raised and details of your actual income and expenditure must be returned to the Heart Foundation within 30 days of your fundraising event.
21. As an Authorised Fundraiser you have certain record keeping and reporting requirements that must be met under the relevant fundraising legislation in your State and Territory. For further information on these requirements and fundraising in your State or Territory please contact your local Community Fundraising Coordinator at the Heart Foundation on 1300 55 02 82.
22. We recommend aiming for a minimum net profit of 80% of all funds raised for this event, to donate to the Heart Foundation. Please use the Income & Expenditure sheet included in this kit
23. The Heart Foundation cannot pay expenses incurred by you, but you can deduct your necessary expenses from the proceeds of your event, provided they are properly documented. You should aim for your total expenses to be less than 20% of total proceeds (e.g. If your event raises \$1000, you should only deduct up to \$200 of expenditure, each item of expenditure should be itemised and a receipt should be provided).
24. The Heart Foundation can provide official receipts for approved fundraising activities. Tax-deductible receipts can only be issued to people donating \$2 or more. The Heart Foundation will provide guidelines for use of receipts upon request. It is the responsibility of the Authorised Fundraiser to familiarise themselves with these.
25. The Heart Foundation does not issue receipts for Authorised Fundraisers to give out however we can issue them directly to donors once we have received your finalised Donation Receipt Form. It is important that you understand the official guidelines we use for issuing receipts, so you can provide correct information to people who support your efforts. You need to understand when a receipt can be issued, and to whom.
 - Tax deductible donations: Receipts can only be issued in return for a straight financial donation, that is, when the donor receives no benefit.
 - Non tax-deductible donations: No receipt will be issued for ticket purchases (e.g. raffle), entry to an event, donations of goods or services (e.g., donation of raffle or auction prizes) or auction purchases. That is, anything where the person gets something in return for giving. In some instances we can issue a 'sponsorship' receipt which companies can use to claim sponsorship as a legitimate business expense (which may be tax deductible for the company).

We take this opportunity to remind you of the Terms and Conditions for Fundraising, these were agreed by you when registering as a fundraiser and we have reproduced a copy here for your ease of reference