

# Community Fundraising Registration Form

## Community Fundraising Agreement

You must comply with the Fundraising Acts and regulations in your state in respect of collecting and distributing funds.

The general obligations are:

- Keep accurate financial records including a budget of your activity and provide this to **Kidney Health Australia**
- All receipt books used and unused must be returned to **Kidney Health Australia**
- **Kidney Health Australia** cannot pay expenses incurred by you, but you can deduct fair and reasonable expenses from the proceeds of your event, provided they are properly documented
- You agree that you will not retain any part of the gross profits raised during the event as a commission, wage or other fee. All profit (minus fair and reasonable expenses) must be sent to **Kidney Health Australia**
- You must take reasonable steps to ensure that the expenses do not exceed 50% of total proceeds obtained from the event. If expenses exceed this amount, you may be required to disclose additional information to prospective donors
- Expenses must be deducted from the gross proceeds of a fundraising activity/event before they are banked
- All funds raised (minus fair and reasonable expenses as noted above) must be deposited into **Kidney Health Australia's** bank account within three weeks of the fundraising activity/event concluding. Please send cheques to **GPO Box 9993, Melbourne VIC 3001 Australia** and include your contact details:

**Kidney Health Australia Bank Account:**

**Bank: ANZ**

**Account Name: The Australian Kidney Foundation, T/A Kidney Health Australia**

**BSB: 013 423**

**Account Number: 8377 43332**

(Please use your mobile phone number as the Reference when depositing funds).

## Receipts

Receipts can be issued for all money received, except where the money is received in a collection box or in return for goods or services. Individual receipts for donations of \$2.00 or more can be provided. **Kidney Health Australia** will supply receipt books on request.

When the donating individual has received goods or services in return for money given (e.g. purchased raffle tickets and won, or purchased prizes at auction), you will be responsible for advising the donor of the value of the prize (or other goods or services received), so that the donor can work out how much of their contribution they can claim as a tax deduction.

We recommend that you carefully consider the risks associated with collecting cash and, where possible, enable people to donate directly to us online by, for example, having a laptop set up at your fundraising event or asking people to write you a cheque instead. Where you do receive cash, we recommend that you convert these funds to a bank cheque or money order as soon as possible. Please do not bank funds into your own personal or general Organisation bank account, as this is prohibited by fundraising laws in a number of jurisdictions.

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### Logo/Name usage and Marketing Materials

In your correspondence and promotion of the event, please ensure you make clear that the fundraising activity is not conducted by **Kidney Health Australia** but instead is an activity to raise funds for donation to **Kidney Health Australia**. Suggested phrases to use include: "proudly supporting Kidney Health Australia" or "funds raised will go to support the work of Kidney Health Australia".

If you wish to use the **Kidney Health Australia** logo on any materials or products, you must obtain permission from **Kidney Health Australia** prior to print and circulation. **Kidney Health Australia** may, in its absolute discretion, grant you a limited, revocable licence to use such intellectual property for the sole purpose of conducting your fundraising event. Despite any licence or permission granted to you, you acknowledge and agree that **Kidney Health Australia** retains all rights to its intellectual property, and you indemnify **Kidney Health Australia** against any claims which may arise as a result of your use of its intellectual property.

Any advertising for the event must clearly disclose that the event is being conducted in support of **Kidney Health Australia**.

Unless advised otherwise, when stating where the funds raised will go, please use the following phrase "funds raised will help save and improve the lives of people living with chronic kidney disease."

You agree that you have no right to the names 'Kidney Health Australia' or 'KHA' and that you do not have the right to raise funds in those names.

This means you cannot call your event a **Kidney Health Australia** event i.e. A Kidney Health Australia Trivia Night, however, you can call it a "Trivia night in support of Kidney Health Australia".

Any printed materials or advertisements to be used in relation to the event must be submitted to **Kidney Health Australia** for approval. Please allow 10 Business Days for approval of your material.

### Media and Public Relations

Generating publicity before your fundraiser starts is a great way to help raise awareness of your fundraiser. You are responsible for generating your publicity. However, if the media require information about kidney disease and / or **Kidney Health Australia** you should direct them to contact our media team on **1800 454 363**

You and your Organisation are not authorised to speak to the media on behalf of **Kidney Health Australia**. Please also remember to make clear you are raising money in aid of **Kidney Health Australia** but that you do not represent **Kidney Health Australia**.

### Kidney Health Australia Representatives

A **Kidney Health Australia** representative can be arranged to attend your event depending on availability. At least 3 weeks' prior notice is required. Please note: not all requests will be able to be met due to limited staff numbers and some event locations.

### Liability

All aspects of financial and public liability and public safety are the responsibility of the event organiser and you agree to indemnify **Kidney Health Australia** against any claims which may arise as a result of your event. You will need to consider insurance to cover your fundraising activity to protect property, participants and the public. Arranging the appropriate type and level of insurance for your activity is strongly recommended.

**Kidney Health Australia** may be able to assist with Public Liability Insurance for fundraising events organised by a third-party on a case by case basis. Please speak with us if this is required.

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### Legal Implications

All fundraising activities must be legal and comply with all Australian Federal and State laws. Each State has a Fundraising Act or equivalent that **Kidney Health Australia** and people fundraising on behalf of **Kidney Health Australia** must adhere to.

There are different applicable laws, including specific laws about fundraising, depending on which state or territory you will be fundraising in. Other regulations which may require permits in your state relate to gaming, liquor licensing and preparation of food.

It is your responsibility to make sure you are aware of and comply with all laws and regulations applicable in your state.

### Termination

**Kidney Health Australia** may revoke the approval or any licences granted to you and terminate this Agreement at any time if you engage in any act or omission which may adversely affect the reputation of **Kidney Health Australia**, or if you engage in any conduct which, in **Kidney Health Australia**'s reasonable opinion, is prejudicial to the affairs of **Kidney Health Australia**, contrary to its objectives or which brings **Kidney Health Australia**'s name into disrepute.

If we revoke the authorisation or licence granted to you, you must immediately stop promoting the event and cease using any of **Kidney Health Australia**'s intellectual property.

### Governing Law

This Agreement is governed by the law of the state or territory in which the fundraising event takes place.

### Kidney Kar Rally Participants

Participants of the **Kidney Kar Rally** are required to commit to a minimum fundraising amount as notified by **Kidney Health Australia**. The minimum fundraising commitment will be enforced, and you agree to fundraise and/or donate the minimum fundraising amount prior to the Rally departure.

By signing the Community Fundraising Application Form above, you agree to the terms and conditions of this Community Fundraising Agreement.