

# Fundraising for PANDA



## THE FINE PRINT

There are legal requirements set out in different Acts across Australia that govern how the **Fundraiser** can raise funds for charitable purposes (*the Legal Requirements*). One of the Legal Requirements is that, in order to collect money for a charitable purpose on behalf of another organisation, the **Fundraiser** must first be authorised by that organisation.

PANDA distributes a Fundraising Form to individual fundraisers that acknowledges these legal requirements. This document outlines the regulations in more detail.

Once signed, the Fundraising Agreement forms a legally binding agreement between the FUNDRAISER, and PANDA.

Once PANDA has received the completed Fundraising Form we will assess whether the Event is suitable using the following criteria:

- The proposed Event will produce a reasonable return after expenses;
- All fundraising activities support PANDA's mission;
- The Event is not high risk; and
- PANDA is satisfied that all obligations (including insurances) are met.
- Whether or not we grant authorisation to the Event is within our sole discretion. If we accept the Event, we will countersign the Fundraising Form and send it back to the FUNDRAISER.
- The Fundraising Form will only cover the day/period of the Event. Therefore, you can only collect money on the day(s) set out in the Authority to Fundraise Form and not outside this period without making a separate request for authorisation.

***FUNDRAISERS should not collect any money on our behalf until they have received a countersigned Fundraising Form from us.***

## HOW TO FUNDRAISE

- Your Event must be run in the same name as the person or organisation that is listed on the Authority to Fundraise Form.
- The Event is your sole responsibility. Unfortunately, we are unable to help in the coordination of the Event, including assisting with:
  - Monies or reimbursements for any expenses incurred;
  - Marketing and coordination of your Event or selling tickets;
  - Staff to coordinate or run your Event;
  - collecting auction or raffle items, prizes; or
  - contacting celebrity figures.
- However, in planning the Event, you need PANDA's approval, you must liaise with, and provide a reasonable level of information to PANDA.
- You need to
  - coordinate and manage the Event which may include collecting prizes, or organising an activity;
  - obtain any required authorities, licences, insurances or permits (if required);
  - manage the Event financially;

- conduct the fundraising which may include raffles;
- maintain a system of record management; and
- undertake any other items required to run your Event.
- *Under this Agreement, to the extent it applies to Victoria only, we appoint you as our non-exclusive agent, so that you can request and collect donations on our behalf for the Event, and you accept this appointment on the terms of this Agreement.*
- There are some restrictions in how you collect money for your Event. You must not collect money by:
  - conducting a door-to-door appeal;
  - street collecting; or
  - telephone solicitation.
- If there is a change in the details you provided us in the Fundraising Form about your Event, you will need to report this to PANDA and a new authorisation letter may be required. PANDA reserves the right to refuse to provide a new authorisation letter for an Event which was previously authorised but changed.
- If you are asked a question about the details or purpose of your Event, you must use your best endeavours to be honest when you respond.
- In particular, you may be asked how the money you collect for your Event will be used by PANDA. You must explain how the gross income made from the Event will be distributed. You must also explain what will happen to any goods that have been donated. If you do not know the answer, you must arrange to find an answer. It is important you do not make any false or misleading comments about the Event.
- In entering into these terms and conditions, you have agreed to comply with:
  - the Legal Requirements ;
  - other relevant laws, regulations and by-laws (including privacy laws); and
  - any further conditions which we may notify to you from time to time.
- You agree you will conduct your Event in an appropriate and reasonable way. You agree you will not do anything which would cause damage to PANDA's goodwill, integrity or reputation.
- Please contact us if you would like us to provide you with information sheets and resources that you can use in planning and managing your Event.

## FINANCIAL ASPECTS OF THE EVENT

- You are required to keep accurate financial records including a budget for your Event. PANDA must authorise the amount you plan to spend on your Event, as well as any disposition of funds and profits, before the Event happens.
- The cost of the Event ideally would not exceed 50% of the gross proceeds made. You must take all reasonable steps to ensure you keep the costs of the Event below 50%.
- You have the responsibility to maintain and keep accurate, correct and appropriate records of particulars of:
  - all items of gross income received;
  - all items of expenditure incurred; and
  - all transactions entered into for the Event.
- When the Event is finished, you have **14 days** from that day to send to PANDA the following:
  - proceeds of the Event (less fair and reasonable expenses);
  - the Fundraiser Results Summary Form;
  - the Expense Summary Form; and
  - if required, the Donor Receipt Form.
- Do not send cash through the post. You must either
  - electronically transfer funds to PANDA – see [www.panda.org.au](http://www.panda.org.au) for details

- deliver the cash to our office; or
  - send a cheque or money order,
- to PANDA at 810 Nicholson St. North Fitzroy 3068. Money must be received no later than **14 days** after your event has concluded to meet your legal obligations.
- You are not entitled to payment of a fee for conducting the Event and are not owed any form of commission. Your efforts are of a voluntary nature. You agree that you will not retain any part of the gross profits or other benefits received from the Event as a commission, wage or other fee.
  - You must have authorisation to make a payment or dispose of any profits you make before the commencement of your Event. You may reimburse your fair and reasonable expenses, for example, venue hire, catering, entertainment and music. These expenses must be recorded on the Expense Summary Form which can be downloaded from the PANA website.
  - Unless a donation is received in a collection box, or money is received in return for goods and services, you have an obligation to issue a receipt for any money you receive for the Event. You must issue a receipt even if the donor did not request one.
  - If a supporter makes a cash donation of \$2.00 or more to PANDA, please record their details on the Donor Receipt Form in the PANDA Fundraising Kit according to the instructions on that form.
  - Once all payments have been processed, PANDA will issue an individual receipt for tax deductions to the persons and organisations set out on the Donor Receipt Form.
  - A tax-deductible receipt cannot be issued if a person or organisation has received goods or services in return for their money. This means you must not issue a receipt for raffle tickets or auction prizes.
  - If goods and services have been donated for the Event, the Fundraiser will need to record the details of the person or organisation who made the donation and the value of goods or services that have been donated. The Fundraiser will need to provide this information to PANDA as an accurate record of the donors' details so we can send thank you certificates, and so we can meet our financial reporting obligations.

## THE USE OF PANDA'S NAME AND LOGO

- The Event must be conducted in your name. You agree that you do not have the right to raise funds in PANDA's name.
- When giving a name to your Event, you should make clear that it is an event in support of PANDA, i.e. "John's Trivia Night, Proudly supporting PANDA", not "PANDA Trivia Night hosted by John".
- If you choose to advertise your Event, you must clearly state that the Event is being conducted in support of PANDA. PANDA can sanction the use of a line of copy stating the relationship between you and PANDA for all fundraiser promotional material.
- You agree to state on any advertising material that proceeds from the Event will benefit PANDA eg "All proceeds from this event will be donated to PANDA".
- PANDA has a special 'Proudly supporting PANDA' logo that can be used on your promotional materials. Use of the 'Proudly supporting PANDA' logo is permitted at PANDA's discretion and will be sent out upon approval of your Proposal to fundraise.
- You will need to adhere to our usage guidelines prior to uploading or printing any promotional material.
- You agree to submit any printed advertising material you intend to use to PANDA for approval before the Event. You must submit advertising material **10 business days** before the Event to allow PANDA to consider its content and approve it. You must not use printed advertising material without approval.
- You must not use PANDA's name or logo on any material or product unless you have our prior written permission.
- The PANDA logo and name cannot be used to endorse other businesses or product marketing.

## MEDIA AND PUBLIC RELATIONS

- You are responsible for generating publicity in the media about your fundraising activity. Before you advertise, you need PANDA's approval. For us to have time to approve media materials and press releases please allow **10 business days** to consider and approve your material.
- If the media contacts you for information about PANDA or perinatal anxiety or depression, you should contact the PANDA Communications team on 03 03 9926 9090. You are not authorised to speak on behalf of PANDA. You may however speak about your fundraising activity or event itself. Please also remember that it must be made clear to the public that funds being raised will be donated to PANDA and that you do not represent PANDA.

## PANDA REPRESENTATIVES

- If you require a representative of PANDA at your Event, please give us 3 weeks' notice. Representatives are subject to availability and we have limited staff and volunteers to attend Events.

## PERMITS

- Your Event may require a permit. For example, you would need a permit to hold a raffle which has a total prize pool over a certain amount.
- Permits may also be required by councils or shopping centres if you hold an outdoor event.
- You are responsible for ensuring you have any required permit. PANDA is unable to provide assistance with any applications for a permit.
- If you have any queries about permits, please visit [www.australia.gov.au](http://www.australia.gov.au) and search under 'Gaming and Racing' for a full list of local gaming authorities in your relevant state.

## LIABILITY

- You are responsible for financial and public liability and public safety. As we are not the event organiser, PANDA is unable to cover any liability on your behalf.
- You must ensure any space or venue used for your Event has the required public liability insurance, and if required, the appropriate first aid services.
- You agree to release PANDA from all claims and demands that may be associated with the Event, to the fullest extent permissible under law, except where such liability arises because of the negligence of PANDA or its agents.
- You agree to indemnify PANDA for all liability or costs that may arise in respect to damage, loss or injury that may occur to any person in any way who is associated with the Event, which have been caused by your breach of responsibility or your negligence.

## TERMINATION AND GOVERNING LAW

- PANDA may revoke the authorisation granted to you in the authorisation letter and terminate this Agreement at any time if:
  - you do not meet all of the criteria set out above; or
  - you adversely affect PANDA's reputation through your actions or omissions in the conduct of your Event; or
  - we consider (acting reasonably) that your conduct may bring PANDA's name into disrepute or is prejudicial to PANDA's interests or contrary to our objectives.
- If your authorisation is revoked you must immediately stop any further promotion of your Event. You will also lose the ability to hold the Event and collect money on PANDA's behalf. Any funds

raised can be used for direct event expenses according to procedures and any additional funds will need to be delivered to PANDA within 14 days of termination of this agreement.

- This Agreement is governed by the law in Victoria.



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