

Fundraising for PANDA: The fine print



Thank you for offering to raise funds for PANDA – Perinatal Anxiety & Depression Australia Inc.

We are incredibly grateful that you are able to support our work.

LEGAL REQUIREMENTS

There are legal requirements set out in different Acts across Australia that govern how fundraisers can raise funds for charitable purposes. 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's online Fundraising Agreement Form (the Form) acknowledges these legal requirements. This supplementary 'Fundraising for PANDA' document outlines the regulations in more detail.

Once signed, the Fundraising Agreement forms a legally binding agreement between the Fundraiser and PANDA. The automatic acknowledgement email the Fundraiser receives in response to submitting the Form indicates PANDA's authorisation for them to fundraise on PANDA's behalf.

Please note; PANDA reserves the right to withdraw authorisation to fundraise if after assessing the Event or Activity as described in the Form, PANDA deems that the Event or Activity is not suitable according to one of the following criteria:

- The Event or Activity does not support PANDA's mission;
- The Event or Activity creates too much risk; or
- PANDA is not satisfied that all obligations (including insurances) are met.

The Fundraising Agreement will only cover the period of time set out in the Form for the Event or Activity to take place. Therefore, fundraisers can only collect money for the duration of the Event or Activity as set out in the 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 submitted their online Form and received our automatic acknowledgement email in response.

HOW TO FUNDRAISE

- Your Event/Activity must be run in the same name as the person or organisation that is listed on the Fundraising Agreement Form.
- The Event/Activity is your sole responsibility. Unfortunately, we are unable to help in the coordination of the Event or Activity, including assisting with:
 - Monies or reimbursements for any expenses incurred;
 - Marketing and coordination of your Event/Activity or selling tickets;
 - Staff to coordinate or run your Event/Activity;
 - collecting auction or raffle items, prizes; or
 - contacting celebrity figures.
- However, in planning the Event/Activity, you need PANDA's approval, so you must liaise with, and provide a reasonable level of information to PANDA.
- You need to
 - coordinate and manage the Event/Activity;
 - obtain any required authorities, licences, insurances or permits (if required);
 - manage the Event/Activity financially;
 - conduct the fundraising which may include raffles;
 - maintain a system of record management; and
 - undertake any other items required to run your Event/Activity.
- There are some restrictions in how you collect money for your Event/Activity. 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 Agreement Form about your Event/Activity, you will need to report this to PANDA and a new Form may be required to be filled out. PANDA reserves the right to refuse to provide authorisation for an Event or Activity which was previously authorised but changed.
- If you are asked a question about the details or purpose of your Event/Activity, 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/Activity will be used by PANDA. You must explain how the gross income made from the Event will be distributed. If required, PANDA can provide an explanation of how funds raised will be used to support expecting and new parents struggling with their mental health.
- 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/Activity 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/ACTIVITY

- You are required to keep accurate financial records including a budget for your Event/Activity.
- The cost of the Event/Activity ideally would not exceed 50% of the gross proceeds made. You must take all reasonable steps to ensure you keep the costs 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 hosting a one-off Event, please transfer funds to PANDA within **14 days** from the day of the Event along with any other documentation as required by PANDA.

- Do not send cash through the post. Please either
 - electronically transfer funds to PANDA – see 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.
- You are not entitled to payment of a fee for conducting the Event/Activity 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/Activity as a commission, wage or other fee.
- 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 on request for any money you receive at your Event. If requested, you must issue a receipt, so if you anticipate taking these kinds of donations, please have a Receipt Booklet.
- Once all payments have been processed, PANDA will issue an individual receipt for tax deductions to the person/organisation transferring the funds.
- 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 your Event, you 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. You will need to provide this information to PANDA as an accurate record of the donors' details so we can send them thank you certificates, and so we can meet our financial reporting obligations.

THE USE OF PANDA'S NAME AND LOGO

- The Event or Activity 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 provide permission for 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.
- Use of PANDA’s special ‘proudly supporting PANDA’ logo is only permitted for the duration of the Fundraising Agreement.
- 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. Please 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

- PANDA cannot commit to providing a representative of PANDA at your Event, however on limited occasions we may be able to get someone there. If you would like a PANDA representative 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 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.

Once again, thanks for your support!

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