



Flinders Foundation Peer to Peer Fundraising Legal information

Thank you for considering Flinders Foundation as the beneficiary for your fundraising event.

As the fundraising arm of South Australia's Flinders Medical Centre (FMC), Flinders Foundation relies on the support of people like you to help purchase vital medical equipment for the hospital and provide important funds for the more than 400 researchers based at FMC.

We look forward to assisting you on your fundraising journey!

Contact details

For all enquiries in relation to your fundraising event, please contact the Kelly Sardelis - Fundraising Coordinator at Flinders Foundation on (08) 8204 5216.

Media and approvals

You are responsible for the promotion of your fundraising event, which includes the design, production and distribution of any marketing materials. There are many ways to promote an event – email invitations, text messages, posters, event listings in community newspapers or council publications, or through Facebook, Twitter and websites.

Flinders Foundation reserves the right to approve any marketing materials, media releases, artwork, wording or articles about Flinders Foundation. This is to ensure that the involvement of Flinders Foundation is represented correctly and the information provided is adequate.

If you have any contact or requests by the Media regarding promotion of your event, ensure that you speak with Flinders Foundation's Fundraising Coordinator, prior to any interviews. The Fundraising Coordinator will guide you on the appropriate wording in relation to your event and can also liaise with the Media directly.

Branding your events

In promotion of your fundraising/event when referring to Flinders Foundation, it must be referred to in full or as Flinders Foundation. Suggested wording would be "proudly supporting Flinders Foundation".

It is also important to remain clear about how and what portion of the funds raised will be used towards your chosen area. For example:

- **100% of proceeds are going to Flinders Foundation and the event will make more than 60% profit:**
 - "All proceeds will go to Flinders Foundation in aid of *(cause e.g. cancer research)*"
- **If the event will make less than 60% profit you must be specific how much is supporting the cause:**
 - "< \$ Amount> from each ticket sold will fund vital *(cause e.g. cancer research)* through Flinders Foundation"

- “< \$ Amount from each ticket sold and all funds raised on the night will support vital (cause e.g. cancer research) through Flinders Foundation”
- “< % amount> of sales will go to Flinders Foundation in aid of (cause e.g. cancer research) “

Flinders Foundation may provide permission for you to use Flinders Foundation logo on promotional material (e.g. posters, media releases). The logo remains the property of Flinders Foundation and must be used accordingly. Any promotional material which uses this logo must have prior approval from Flinders Foundation in writing.

If the Fundraiser wishes to approach media, celebrities, corporate sponsors or donors, this must be discussed with Flinders Foundation Campaign Coordinator prior to doing so. Flinders Foundation has corporate and media partners whose relationships needs to be carefully maintained to ensure the best outcomes for the cause. Flinders Foundation can also advise on the best course of approach.

Laws

All fundraising events must comply with all relevant national and state laws and regulations. There is a Charitable Fundraising Act in each state/territory, or equivalent, which Flinders Foundation and any people fundraising in support of, must adhere to.

For South Australian “Collections for Charitable Purposes Act 1939”, refer to the below link:

<http://www.legislation.sa.gov.au/LZ/C/A/COLLECTIONS%20FOR%20CHARITABLE%20PURPOSES%20ACT%201939.aspx>

For more information:

Office of the Liquor and Gaming Commissioner Lottery Licensing

GPO Box 771, Adelaide SA 5001

Phone: 08 8226 8500, Fax: 08 8226 8588

www.olgc.sa.gov.au

Insurance

- If you are intending to hold an event to raise funds you may need to purchase public liability insurance and consider this in your budget. Please note that Flinders Foundation is not responsible for arranging or covering any Public Liability for the event, and will not be held responsible for any claims made in relation to your event.
 - You must provide Flinders Foundation with a copy of your insurance cover.
- Flinders Foundation is not liable for each individual member's conduct whilst fundraising in the community. Your signature below releases Flinders Foundation of any and all loss, damage, negligence and liability that may arise from your fundraising.
- Under some circumstances if you expect less than 100 guests Flinders Foundation's general public liability insurance may cover the event. All event risks need to be assessed by Flinders Foundation's insurers in the weeks before the event.

Health & Safety

It is your responsibility to ensure your fundraising/event is safe for all involved. Some important points to remember are:

- Check your activity/event for any hazards and have measures in place to minimise the risk of injury.
- If you think First Aid may be required at any stage, it is important to contact a reputable organisation like St John's Ambulance for support.
- If food is being prepared or sold, food hygiene laws will apply. Please contact your local council for more information.

Money Matters

You will be responsible for maintaining an accurate financial record of your fundraising activity, which will be provided to Flinders Foundation at the conclusion of your activity. This must include information on ticket sales, donation records and bank deposits.

Upon conclusion of your fundraising/event, funds raised must be provided to Flinders Foundation within 14 days. This can be deposited directly into Flinders Foundation bank account, paid in person or paid online through your Team Flinders profile.

You must take all reasonable steps to ensure that any fundraising/event expenses do not exceed 40% of gross income. Flinders Foundation cannot reimburse or pay for any expenses incurred by you as a result of your fundraising/event; however you can deduct expenses from the proceeds of the activity, providing this is appropriately recorded. However, in doing this you must make clear how and what portion of the funds raised will be used e.g. "100% of funds raised will be donated to Flinders Foundation".

Receipts

Individual tax deductible receipts can be provided by Flinders Foundation if the donation is for \$2 or more. When the funds were received in exchange for goods or services (e.g. raffle tickets, event entry), a tax-deductible receipt cannot be issued. For receipts to be provided, you must complete the Receipt Request Form and return to Flinders Foundation, the receipt will be issued once the funds are received.

Being recognised as a fundraiser for Flinders Foundation

As a fundraiser for Flinders Foundation, you will be identified by an Authority to Fundraise, which is printed on Flinders Foundation letterhead and includes:

- The fundraisers name
 - Details of the fundraising/event
 - The date and period of time the fundraising/event will take place
 - Flinders Foundation authorised staff signature and contact details
- Flinders Foundation will also provide you with an identification badge (ID badge) which must be worn at all times when conducting face-to-face fundraising.

Flinders Foundation Inc

Terms and Conditions of Fundraising

These terms and conditions have been developed to guide groups and individuals who are planning on fundraising or holding fundraising events in support of Flinders Foundation Inc. (Flinders Foundation).

If accepted, these Terms & Conditions will form the basis of any dealings between Flinders Foundation and the Fundraiser in relation to the fundraising/event.

Authorisation

- Any fundraisers for Flinders Foundation are provided with the Fundraiser Kit and are required to read and understand the information included. They are also required to sign and return a copy of the Terms & Conditions of Fundraising, Deed of Release for Fundraisers and the Event Registration Form, should this apply to their fundraising plans. Should the fundraiser be under the age of 18, these documents are required to be signed by a parent or guardian over the age of 18, with whom the liability rests as the contract is then with that person.
- By law, any person or organisation fundraising in South Australia must have an 'Authority to Fundraise' letter. Flinders Foundation will send this to the registered participant once:
 - We have received a completed registration form and fundraising/event proposal;
 - We are satisfied that your fundraising/event will produce a minimum return of 60% income after expenses have been deducted;
 - We are satisfied that the fundraising activity fits in with the aims and values of Flinders Foundation and is not a high risk activity.
- If approved, the Fundraiser will be issued with an ID number from Flinders Foundation. This should be used in all correspondence, including any banking.
- Fundraisers are not authorised to use Flinders Foundation as its beneficiary charity or to fundraise on behalf of Flinders Foundation until the Authority to Fundraise has been received.
- Any changes made from original details provided on the registration form and fundraising/event proposal must be reported to Flinders Foundation and may result in a new Authority to Fundraise being required.
- The Fundraiser is required to wear a fundraiser identification badge (ID badge) when fundraising in person, which includes any face to face fundraising. Flinders Foundation will provide you with this badge.

Banking and Record Keeping

- All funds raised must be transferred directly into Flinders Foundation's bank account, paid in person, or paid online through Team Flinders.
- The Fundraiser must take all reasonable steps to ensure that any event expenses do not exceed 40% of gross income, and that all expenses are accurately and properly documented.
- The funds raised, the Authority to Fundraise, ID badge, and a statement of income/expenditure must be provided to Flinders Foundation within 14 days of the completion of the fundraising/event. Please use the Fundraiser ID as a reference for this payment.

Receipts

- Individual tax deductible receipts can be provided by Flinders Foundation if the donation is for \$2 or more. When the funds were received in exchange for goods or services (e.g. raffle tickets, event entry), a tax-deductible receipt cannot be issued.
- For receipts to be issued, please complete the Receipt Request Form and return to Flinders Foundation along with date of related payment via email to info@flindersfoundation.org.au

Your fundraising – planning and promotion

- The fundraising event is the responsibility of the Fundraiser and due to limited resources, Flinders Foundation is unable to assist in soliciting prizes, organising publicity, or providing goods and services unless agreed in writing with the Fundraiser.
- If the Fundraiser would like a representative of Flinders Foundation to attend an event, they should notify Flinders Foundation as early as possible to enable a representative to be available. Please note, not all requests will be able to be met as we have limited staff numbers.

Promotion of fundraising event

- If the Fundraiser wishes to refer to or promote Flinders Foundation, it must be referred to in full or as Flinders Foundation. Suggested wording would be “proudly supporting Flinders Foundation”.
- The Fundraiser must make clear how and what portion of the funds raised will be used e.g. “100% of funds raised will be donated to Flinders Foundation”.
- Flinders Foundation may provide permission for the Fundraiser to use Flinders Foundation logo on promotional material (e.g. posters, media releases). The logo remains the property of Flinders Foundation. Any promotional material which uses this logo must have prior approval from Flinders Foundation in writing.
- If the Fundraiser wishes to approach media, celebrities, corporate sponsors or donors, this must be discussed with Flinders Foundation prior to doing so. Flinders Foundation has corporate and media partners whose relationships needs to be carefully maintained to ensure the best outcomes for the cause. Flinders Foundation can also advise on the best course of approach.

Health and Safety

- All persons who work at *Flinders Foundation* as well as fundraisers, have responsibilities for observing work health and safety requirements and to take care to protect their own health and safety and to avoid adversely affecting the health and safety of any other person.
- All fundraisers for *Flinders Foundation* have responsibilities for also observing work health and safety requirements, as well as taking caution in extreme weather. Fundraisers are advised to have discretion when fundraising or coordinating fundraising activities and events, in particular when forecast temperatures are 37 degrees or higher, or in wet weather conditions. Fundraisers are advised to consider extreme weather in all activity/event planning and take this into consideration when completing any risk management, and should forecast conditions be too high or wet, it is advised to delay or change the date/venue of the activity/event.

Licences and Liability

- The Fundraiser agrees to abide by all local legislation and obtain any necessary permits or licences which are required (e.g. raffles, auctions, council permits, liquor licence).
- If you are intending to hold an event to raise funds you may need to purchase public liability insurance and consider this in your budget. Please note that Flinders Foundation is not responsible for arranging or covering any Public Liability for the event, and will not be held responsible for any claims made in relation to your event.
 - You must provide Flinders Foundation with a copy of your insurance cover.
- Under some circumstances if you expect less than 100 guests Flinders Foundation’s general public liability insurance may cover the event. All event risks need to be assessed by Flinders Foundation’s insurers in the weeks before the event.
- Flinders Foundation is not liable for each individual member’s conduct or damage or injury caused whilst fundraising. You are required to sign the attached deed of release to this effect before you conduct any fundraising event.

Termination of Authority to Fundraise

- Flinders Foundation may at any time by notice in writing to you withdraw its approval of your fundraising activities. Flinders Foundation may do this without giving you a reason, but an example would be if you failed to comply with any of these terms and conditions or your activities did or could cause damage to Flinders Foundation’s brand or reputation. In this situation, all fundraising must cease immediately and all monies raised, materials displaying Flinders Foundation name or logo, as well as the Authority to Fundraise and your ID badge must be returned to Flinders Foundation within seven days

I, _____ (Fundraiser) agree that I have read and will comply with Flinders Foundation’s Terms and Conditions of Fundraising and take full responsibility for this project.

Signature: _____ Date: _____

If you are under 18 years of age please have a parent/guardian sign this form on your behalf.

Signature: _____	Date: ____/____/____
Name of adult parent/guardian: _____	
Phone: _____	Email: _____

Flinders Foundation Privacy Statement

Flinders Foundation will use your information to process donations, send you receipts and keep you updated about what we do. We will not rent, sell or exchange your information without your direct consent. Please do not hesitate to give us call on (08) 8204 5216 or visit our website for more details.