For any information or queries relating to fundraising for headspace, please contact:

Corporate Partners & Fundraising Officer, Bob McKevitt on (03) 9027 0130 or email fundraising@headspace.org.au

Fundraising Guidelines – TAS

June 2014
headspace Terms and Conditions for Conducting a Fundraising Event in Tasmania

Dear Supporter,

Thank you for considering raising funds for headspace National Youth Mental Health Foundation Ltd ABN 26 137 533 843 (headspace). We greatly appreciate all support from both individuals and organisations. Your support means that we can continue our work of providing mental health and wellbeing support, information and services to young people and their families. headspace's centres have a wide range of youth friendly health professionals who can help young people ages 12 to 25 with:

- Mental health and counselling
- General health
- Alcohol and other drug services
- Education, employment and other services

headspace is making a difference where it is needed most – our young people. Your support means that we can continue providing these vital services to young people across Australia.

headspace Terms and Conditions for Collection

This letter and the enclosed Terms and Conditions govern your collection. Please ensure that you read them carefully and accept the Terms and Conditions at the time of submitting your Application.

headspace must approve your proposed collection. Once your collection has been approved by headspace, you may conduct a collection for headspace's benefit.

Your Application
You must complete the enclosed Application and return it to us at:
Corporate Partners & Fundraising Officer

headspace National Youth Mental Health Foundation
Level 2, South Tower
485 La Trobe St
Melbourne, Vic 3000

Fax: (03) 9027 0199
Email: fundraising@headspace.org.au
Approval Form

If we approve your Application to conduct a fundraising event we will issue you with an Approval Form. The Approval Form will contain further terms and conditions under which we authorise you to conduct the event.

Please ensure that you read the Approval Form carefully. You must not conduct a fundraising event, outside the terms of the Approval Form.

headspace may refuse your Application in its absolute discretion. headspace may also revoke its authorisation at any time in its absolute discretion.

Collections for Charities Act 2001 (Tas) and Collections for Charities Regulations 2011 (Tas)

Your fundraising event must be conducted in accordance with the Collections for Charities Act 2001 (Tas) and the Collections for Charities Regulations 2011 (Tas) (Legislation).

It is important you are familiar with the Legislation. The Legislation can be found at www.thelaw.tas.gov.au.

headspace recommends you contact Consumer Affairs and Trading to understand your duties and responsibilities as fundraiser under the Legislation.

Thank you again for supporting the work of headspace. If you have any questions about the information in this letter or headspace's Terms and Conditions, please give our fundraising department a call on (03) 9027 0100.

TERMS AND CONDITIONS

1. Definitions

   Application means your application to headspace to conduct the Fundraising Event for headspace's benefit.

   Approval Form means the terms and conditions under which headspace authorises you conduct the headspace Fundraising Event.

   Fundraising Event means an activity involving soliciting donations for a charitable purpose.

   headspace means headspace National Youth Mental Health Foundation Ltd ABN 26 137 533 843.
headspace Fundraising Event means the Fundraising Event approved and subject to the terms and conditions authorised by headspace.

Legislation means the Collections for Charities Act 2001 (Tas) and the Collections for Charities Regulations 2011 (Tas).

Logo means headspace’s logo, images, artwork, designs and any other material created or developed by headspace.

You means the person contracting with headspace on these terms and conditions.

Words not defined in these terms and conditions have the same meaning as in the Legislation.

2. Authority to conduct headspace Fundraising Event

2.1 headspace has been approved by the Commissioner for Corporate Affairs to conduct a Fundraising Event under the Legislation.

2.2 Under the Legislation¹, headspace, as an approved organisation, may authorise a person to conduct a Fundraising Event for its benefit.

3. Grant of authority

3.1 You must submit the Application to headspace.

3.2 After assessing the Application, headspace may issue you with the Approval Form.

3.3 You must not conduct a Fundraising Event for headspace’s benefit unless and until you have received the Approval Form.

3.4 You must only conduct the headspace Fundraising Event in accordance with the terms of the Approval Form.

3.5 headspace may refuse your Application in its absolute discretion.

3.6 headspace may revoke its authorisation under the Approval Form at any time in its absolute discretion by written notice.

3.7 If headspace’s authorisation is revoked under clause 3.6, you must within 7 days of written notice of the revocation, produce and deliver to headspace all moneys, materials or other things controlled by you by virtue of headspace’s authority to conduct the headspace Fundraising Event for its benefit.

4. Compliance with laws

4.1 You must comply with the Legislation in the same way that headspace is required to comply.

4.2 You are responsible for obtaining the consent or approval of Consumer Affairs and Fair Trading and any local council and law enforcement agencies that may be required to conduct the headspace Fundraising Event.

¹ Section 5(1)(a)
5. Conducting headspace Fundraising Event

5.1 Management and organisation

You are solely responsible for the organisation and management of the headspace Fundraising Event.

5.2 Participants in headspace Fundraising Event

5.2.1 If you require persons to participate in the headspace Fundraising Event (Participants) you must name the proposed Participants and provide their contact details in the Application.

5.2.2 headspace must first approve the Participants before they participate in the headspace Fundraising Event.

5.2.3 The Approval Form will contain a list of the persons to whom headspace grants permission to act as a Participant.

5.2.4 You are solely liable, and accept all responsibility, for the Participants and their compliance with these terms and conditions.

5.3 Disclosure requirements

5.3.1 If the headspace Fundraising Event does not occur in a public place you must, and you must ensure any Participant:

   (a) names headspace as the organisation you and/or the Participant represents; and

   (b) the purpose for which the donation is sought.²

5.3.2 If the headspace Fundraising Event is carried out by telephone you must, and you must ensure any Participant states:

   (a) either your name, or the name of the Participant (as the case may be);

   (b) that you, or the Participant is representing headspace; and

   (c) the registered office of headspace is located in Victoria.³

5.3.3 If the headspace Fundraising Event occurs in writing or through any electronic media or in an advertisement, you must, or you must ensure any Participant discloses in that writing, electronic media or advertisement:

   (a) a statement of the purpose for which the donation is sought;

   (b) the name of "headspace";

   (c) the address of headspace's registered office; and

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² Section 10(1)
³ Section 10(3)
5.4 Identification

5.4.1 If the headspace Fundraising Event involves face-to-face fundraising you must, and you must ensure, any Participant displays the identity cards provided by headspace.5

5.4.2 You must ensure that the identify card displays your name, or the name of the Participant, the name "headspace" as the organisation that is being represented, and the registered office of headspace is located in Victoria.6

5.5 Time restrictions

You must not, and you must ensure any Participant does not, conduct the headspace Fundraising Event:

5.5.1 by telephone to a person at residential premises, before 9 am or after 8 pm on any day;

5.5.2 face-to-face at a person’s residential premises, before 9 am or after 8 pm or sunset, whichever is the earlier, on any day.

5.6 False or misleading statements or conduct

You must not, and you must ensure any Participant does not:

5.6.1 falsely represent the purpose for which the money or benefit is being sought;7

5.6.2 represent that you, or the Participant has a sponsorship, approval or affiliation that you or the Participant does not have;8

5.6.3 engage in any conduct that is likely to mislead or deceive.9

6. Proceeds of headspace Fundraising Event

6.1 You must immediately pay to headspace the net proceeds (money received less reasonable expenses)10 received in the course of the headspace Fundraising Event.

6.2 headspace reserves the right to determine what are reasonable expenses of the headspace Fundraising Event.

6.3 headspace is not liable for any expenses you incur relating to the headspace Fundraising Event.

7. Logos and media

4 Section 10(4)
5 Section 10(2)
6 Section 10(2)
7 Section 12(1)(a)
8 Section 12(10)(b)
9 Section 12(2)
10 Section 14(b)
7.1 Grant of Licence

As part of the Approval Form headspace may grant to you a non-exclusive licence to use the Logo during the headspace Fundraising Event on these terms and conditions.

No other proprietary right or interest in the Logo is assigned, granted or will accrue to you by the grant of the licence.

7.2 Ownership of Logo

All rights in and to the Logo are the property of headspace.

7.3 Conditions of Use

7.3.1 You must:

(a) only use the Logo in connection with the headspace Fundraising Event;
(b) not, nor permit a third party to, manufacture for sale a product containing the Logo;
(c) ensure the Logo is clearly visible and distinct from the background and presented in high resolution format;
(d) ensure the Logo is the same height as the highest other Logo on the same line/space; and
(e) ensure the Logo is a legible size and is positioned at 90 degrees.

7.3.2 You must not alter the Logo in any way, including the proportions of the Logo.

7.3.3 headspace must approve the use of the Logo, including as part of any artwork, description or information, before it is published and released.

7.3.4 headspace may request that publications or materials containing the Logo be removed from circulation at any time.

7.4 Media

7.4.1 headspace must approve any media release before it is released.

7.4.2 If you receive any enquiries relating to headspace, you must immediately forward the enquiry to headspace.

7.4.3 You have no authority to comment on behalf of headspace or power to bind headspace, and you must not hold yourself out as having such authority or power.

8. Other supporters of the headspace Fundraising Event

headspace must approve any potential supporters (including corporate organisations) before you contact them.
9. **Records**

9.1 You must record income and expenditure in relation to the headspace Fundraising Event and deliver to headspace those records at the conclusion of the headspace Fundraising Event.

9.2 You must provide headspace with copies of any records kept by you that relate to the headspace Fundraising Event at the conclusion of the headspace Fundraising Event.

9.3 You must provide headspace with any information about the headspace Fundraising Event if reasonably requested by headspace.

9.4 The obligation in clause 9.3 survives the expiration of this agreement.

10. **Indemnity**

    You must indemnify headspace against all actions, claims, damages and losses suffered by headspace:

    10.1.1 in respect of a breach of these terms and conditions or the Approval Form; or

    10.1.2 arising out of the headspace Fundraising Event or headspace’s authorisation to conduct the headspace Fundraising Event or the use of the Logo.

11. **Special conditions where minor participates in headspace Fundraising Event**

    You must not permit a child under the age of 16 to participate in the headspace Fundraising Event unless:

    11.1.1 the child is under the supervision of an adult person; and

    11.1.2 if the child is under 12 years, the child is under the immediate control of an adult person.
headspace third party fundraising application form - TAS

Please complete the application form the below and return to:
Corporate Partners & Fundraising Officer
headspace National Youth Mental Health Foundation
Level 2, South Tower
485 La Trobe St
Melbourne Vic 3000

Alternatively, you can email the signed application to fundraising@headspace.org.au or fax

Please note:
- If any of the questions below are not relevant to your activity, simply insert “N/A” where applicable.
- In relation to the questions 17 & 18, as to whether or not you have sought consent to hold your event from the Tasmanian Office of Consumer Affairs and Fair Trading—depending on the type of event you are proposing to hold, in addition to headspace, the Tasmanian Office of Consumer Affairs and Fair...
1. Application date

2. Name of Applicant (e.g. individual, company or organisation)
   Individual
   Organisation

3. Name of person(s) responsible or involved in the conducting the event
   Details of person responsible
   Address
   State
   Postcode
   Phone
   Email
   Fax

4. Name / title of proposed activity

5. Brief description of proposed activity and how funds will be raised

6. Date and estimated duration of the proposed event

7. Location / venue of the proposed event
8. Are there any potential sponsors or other organisations involved in the proposed event?


9. Are there any other not-for-profit organisations involved in the proposed event? If so, please list them.


10. Will there be alcohol available or sold at the proposed event?


11. How do you intend to promote the proposed event?


12. Estimated number of attendees at the proposed event


13. Estimated total income (funds raised) from the proposed event


14. Estimated total expenditure of the event


15. What if any insurance coverage are you required to have for your proposed event?


16. What investigations have you made about any insurance requirements?


17. Do you have consent / approval of the Tasmanian Office of Consumer Affairs and Fair Trading- and/ or your local authorities to conduct the proposed event?

| YES | NO | N/A |

18. If yes, please attach consent(s) and approval(s). If no, is it because the Office has told you that you do not need their consent / approval?

| YES | NO | N/A |
19. If your proposed event involves collecting from a public street, do you have a permit from the Tasmanian Office of Consumer Affairs and Fair Trading?

| YES | NO | N/A |

If yes, please attach a copy of this street event permit. If you do not have a permit, you cannot collect on a public street.

20. List any promotional materials you would like headspace to supply you with. (Plus quantities)

21. If you would like to request use of the headspace logo in any promotional materials, please complete and highlight your preference below:

| Proposed use of logo/s (include publication type and audience) |
| Date(s) of proposed use |
| Logo Format | jpeg | eps |
| Logo Colour | Colour | Black and white |
| Logo orientation | Portrait | Landscape |

Please note the following in relation to use of the headspace logo, if your application is approved:

You must:
- only use the Logo in connection with your event
- not, nor permit a third party to,
Declaration by Applicant

I, _________________________________ (Applicant) have read the Terms and Conditions attached to this Application and agree to be bound by them.

I understand my obligations under the Terms and Conditions and the Collections for Charities Act 2001 (Tas) and the Collections for Charities Regulations 2011 (Tas) (Legislation) and I warrant that I will comply with the Terms and Conditions and Legislation.

I understand that I am not authorised to conduct a fundraising event unless and until I have received an Approval Form from headspace.

I warrant that I will comply with the terms of the Approval Form.

I warrant that I have complied with any requirements of the local authorities and Consumer Affairs and Fair Trading and I have the necessary consents and approvals to conduct the fundraising event.

I acknowledge that I am solely responsible for the organisation and management of the proposed fundraising event.

If you are under the age of 18 your parent or guardian must make the application and assume responsibility for compliance with the Terms and Conditions.

Signed by the Applicant or a person, who by his or her signature warrants that he or she is duly authorised to sign this Declaration on behalf of the Applicant:

Signature: ______________________________________________________

Print name: _____________________________________________________

Date: ____________________________