

# Community Fundraising Registration Form

## Activity Organiser's Details

Contact Name: .....

Organisation or Group name (if applicable): .....

Phone Number: ..... Email Address: .....

Postal Address Street: .....

Town / Suburb: ..... State: ..... Postcode: .....

## Details of Fundraising Activity

Activity / Event Name: .....

Start Date:     /     /     Time: ..... End Date:     /     /     Time: .....

Activity Location Name of Venue: .....

Venue Address: ..... Indoor or Outdoor: .....

Brief description of activity: .....

Eg. lawn bowls night – funds will  
be raised through entry fees, .....  
catering, raffle on the day, games  
and donations. ....

## Financial Component of Fundraising Activity

What is your fundraising target? .....

Will any other charity receive part proceeds? .....

If yes please state which organisation and approximate % of funds.

Is this a ticketed event? Y / N     Presold only: .....     Public Event: .....

Estimated number of guests: .....     Is this an annual or one-off fundraiser? .....

Sponsors being approached: .....

(To ensure there is no conflict with our policies  
or current sponsorship arrangements). .....

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## Budget

Please complete using as accurate estimations as possible. We understand that this may change once you have started organising the activity, and depending on the scale of your activity, we may wish to work through a more detailed budget later.

	Details / Explanations (circle those relevant)	Amount
<b>Estimate Income</b>	Ticket Sales, Raffle, Donations, Auction, Competitions. Other (please specify): .....	\$ .....
<b>Estimated Expense</b>	Venue Hire, Catering, Decorations, Entertainment, Printing, Promotional Material, Prizes. Other (please specify): .....	\$ .....
<b>Estimated Income Less Expenses</b>		\$ .....

## Permits

**Permits: (if relevant)** Liquor license no: ..... Council permit no: .....

Food permit: ..... Are animals involved in the event? Y / N

Other: .....

**Have you contacted the relevant authorities? (if relevant)** Police: Y / N First Aid: Y / N

**Do you have public liability insurance?** Y / N (attach a copy of the policy if yes).

# Community Fundraising Registration Form

## Declaration

I, the above mentioned (and undersigned) person, on behalf of the Organisation named below or where no such Organisation is named, then in my own capacity, agree to the terms and conditions as outlined in the **Kidney Health Australia** 'Community Fundraising Agreement' and indemnify **Kidney Health Australia** from and against any claim for injuries, damage or otherwise arising at or from the project/event that is the subject of this application.

I agree to conduct the fundraising activity in accordance with the **Kidney Health Australia** 'Community Fundraising Agreement' attached to this application and in a manner which upholds the integrity, professionalism and ethos of **Kidney Health Australia** and agree that all promotion and publicity for the event must be approved by **Kidney Health Australia** prior to being released and/or printed.

I acknowledge that **Kidney Health Australia** reserves the right to withdraw approval for the fundraising activity any time, including if it believes any aspect of the proposed fundraising activity no longer fits within its fundraising guidelines.

Organisation name (if applicable): .....

Full Name: .....

Signature: ..... Date:        /        /

(Signature of Parent/Guardian if under 18): .....

**Office Use Only** Received on:        /        /        Authorised by: .....

Date:        /        /

A copy of this original Fundraising Form will be kept on record at **Kidney Health Australia**.

**Kidney Health Australia has the right to decide whether or not a fundraising event can take place and will confirm approval of this application form in a separate 'Authority to Fundraise' letter.**

# Community Fundraising Registration Form

## Community Fundraising Agreement

Thank you for choosing to fundraise in support of **Kidney Health Australia**. Before commencing your activity please read and agree to the Community Fundraising Agreement below (the Community Fundraising Agreement/this Agreement). This Agreement constitutes a legally binding agreement made between you (as the fundraiser) and **Kidney Health Australia**, and contains important terms and conditions.

### The reason for this paperwork

Each Australian State and Territory has developed legislation and regulations governing the conduct of fundraising (the Fundraising Acts). Under the Fundraising Acts, anyone wishing to raise money for charitable purposes on behalf of another organisation must hold an authority to fundraise issued by that organisation. So, before you get started in your fundraising, **Kidney Health Australia** will need to approve and authorise your fundraising activity.

All individuals, groups or organisations who wish to fundraise in support of **Kidney Health Australia** must accept certain conditions and register with us, whatever the size of the event or the donation (cash or in kind). This Community Fundraising Agreement is designed to assist you in planning your event in support of **Kidney Health Australia**.

Thanks again for your support! We're sure that you'll enjoy fundraising for **Kidney Health Australia** and know that you will share in the reward of supporting those living with kidney disease.

### Becoming a fundraiser for Kidney Health Australia

All volunteer fundraising activities conducted in support of **Kidney Health Australia** must first be approved and authorised by **Kidney Health Australia**. If your event is approved, you will be provided with an "Authority to Fundraise" letter, confirming your legal authority to fundraise so that you can begin organising your fundraiser. An Authority to Fundraise will only be issued following receipt and approval of your fundraising application form.

Each "Authority to Fundraise" letter will be valid until 30 days after the event date(s), as set out in this Community Fundraising Agreement, and the relevant event(s) must be conducted within 12 months of receiving the letter.

**You are not authorised to use Kidney Health Australia as your beneficiary charity until you have received an "Authority to Fundraise" letter.**

Once you have received your Authority to Fundraise letter, you must plan the event with the approval of **Kidney Health Australia** and you must continue to liaise with us and keep us informed about the event. Any changes made from the original details provided on this Agreement must be reported to us. Your "Authority to Fundraise" letter and your status as an agent of **Kidney Health Australia** may be withdrawn at any time and you may be required to submit a new application if significant changes are made to the original details provided.

You must use your best endeavours, at all times, to answer honestly any question directed to you in relation to the purpose of the event or the details of the event, or to arrange to find answers to questions that you are unable to answer. In particular, if requested, information is to be given as to how the gross income obtained from the event will be donated. You must not make any false or misleading representations in conducting the event.

You must comply with all applicable Fundraising Acts, other laws, regulations and by-laws (including all applicable privacy laws) as well as any other conditions which we may notify to you.

# Community Fundraising Registration Form

## Community Fundraising Agreement

### Will Kidney Health Australia approve my fundraising activity?

**Kidney Health Australia** may decide whether or not your event is suitable in its sole discretion. In conducting the activity, you agree to refrain from doing anything which may reasonably be expected to damage the goodwill, reputation or integrity of **Kidney Health Australia**.

Approval of an application may be granted by **Kidney Health Australia** if:

1. we have received a written and signed Community Fundraising Application Form;
2. we are satisfied that the fundraising activity will produce a reasonable return after expenses have been deducted;
3. we are satisfied that the fundraising activity fits in with **Kidney Health Australia**'s mission and values; and
4. we are satisfied the fundraising activity is not high risk.

**Kidney Health Australia** requires that there be no door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with any fundraising activities.

**Kidney Health Australia** will not endorse events that may adversely effect public health (e.g. smoking) or which involve the use of firearms, missiles, explosives or fireworks.

**Kidney Health Australia** reserves the right to refuse authority for events that are deemed dangerous or unacceptably risky (regardless of whether or not the event is, or will be, covered by insurance). This may include activities involving:

- Animals or animal rides
- Motor vehicle and motor bike racing
- Dangerous machinery; or
- Clock or time trials, racing or similar competitive events.

### Money Matters

As the fundraiser, the event shall be conducted in your name and is your sole responsibility, including all financial aspects, fundraising, raffles, record keeping and management, issuing receipts and depositing funds into **Kidney Health Australia**'s bank account.

Where possible, support and advice may be offered by **Kidney Health Australia**. However, due to limited resources, **Kidney Health Australia** is not able to take a coordination role in your event, such as assistance with ticket sales, soliciting prizes, organising celebrities, collecting funds on your behalf or ensuring your compliance with the Fundraising Acts.

Under this Community Fundraising Agreement we appoint you as our non-exclusive agent to solicit and receive donations on our behalf in connection with the event, and you accept that appointment on the terms of this Agreement.

# 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.

# Community Fundraising Registration Form

## Community Fundraising Agreement

### 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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## Community Fundraising Agreement

### 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.