

## Community Fundraising Guidelines

### Terms & Conditions

*These fundraising guidelines set out the terms and conditions for conducting fundraising activities in support of Cerebral Palsy Alliance (CPA). They are designed to help you understand CPA's requirements for community fundraising, particularly in relation to the receipt and management of donations. All individuals, organisations, and groups intending to raise funds for CPA must read and agree to these conditions before planning and carrying out any fundraising activity.*

#### Registering your event with us

Thank you for choosing to fundraise for CPA. Following receipt of your application and its subsequent approval, you will be issued an "Authority to Fundraise" letter. This authority is intended to support you in planning your event and will be valid for the period specified in the accompanying letter. Cerebral Palsy Alliance ("CPA") reserves the right to withdraw this authorisation at any time by providing notice to you, particularly where the fundraiser is not complying with these guidelines.

#### The event

The event and/or activity is the sole responsibility of the fundraiser and is to be conducted in the name of the Fundraiser.

Alongside the Authority to Fundraise, CPA will allocate an event number to you in order to assist CPA in processing your queries quickly, please quote the event number in all correspondence with us.

#### The name of your event

Feel free to create a fun and memorable name for your event! While we're happy to support you with ideas, we reserve the right to review the suitability of your event name to ensure they are appropriate and align with Cerebral Palsy Alliance's mission and values.

#### Changes or cancellations of the event

If you wish to extend, or change any aspect of your fundraising event/activity you will need to seek additional approval from us. In the event you need to cancel your fundraising event/activity for any reason, you are required to advise Cerebral Palsy Alliance as soon as possible and prior to the date of your event/activity.

#### Under 18 and parental consent

Any person under the age of 18 involved in a fundraising event/activity must be appropriately supervised by an adult. Children aged 8-17 may participate only with direct supervision from a parent or carer and must work in pairs. Activities must comply with the relevant State's fundraising legislation and guidelines, including limits on hours, no work before sunrise or after sunset, and adherence to safety rules (e.g. no entering private homes, approaching cars, or carrying heavy loads). Further guidance is available on the relevant State Department of Education website.

We reserve the right to refuse authority to fundraise for individuals under 18 until parental or guardian consent has been provided.

If children under 16 are participating in the event/activity to help coordinate or raise funds or volunteer in some capacity, then the participant needs to be at least 8 years of age at the time of registration. Have the explicit consent of their parent or guardian and be accompanied / supervised by parent or guardian during the event and any associated fundraising activities. They must only participate for less than 4 hours on a school day and for less than 6 hours on a non-school day and up to 8.30pm on a non-school day when following day is a school day and no more than five days a week.

### **Legal responsibilities:**

It is your responsibility to make sure your fundraising event/activity complies with relevant Australian Federal and State Laws. For example, while requirements may vary by State, specific obligations apply where children participate in fundraising activities, licences and/or permits are also generally required by councils and shopping centres for events in their area/on their premises and State government permits may also be required for the conduct of raffles or prize draws. Different states have their own legislation, which should be checked beforehand. Copies of any permits must be sent to Cerebral Palsy Alliance.

### **Use of the Cerebral Palsy Logo and promotion of the Fundraising Event**

Any use of our logo, text, images, name or any other branding must first be approved by us. All publicity in reference to the fundraising event/activity should clearly state that the event/ activity is being organised by you. All promotional material must be worded in such a way as to make it clear that Cerebral Palsy Alliance is either the only beneficiary, or is one of a number of charities benefiting from the event.

You must make it clear in all interactions with the public, donors, sponsors, and supporters that you are acting independently and not as an agent or representative of Cerebral Palsy Alliance. You are raising funds on your own behalf for the benefit of Cerebral Palsy Alliance. All statements or representations you make about your fundraising and any donation to Cerebral Palsy Alliance must be accurate, truthful, and not misleading or deceptive, or likely to mislead or deceive. For example, you must not state that all proceeds will be donated to Cerebral Palsy Alliance if this is not the case.

Advertising material related to fundraising activities must:

1. disclose that you are raising funds for Cerebral Palsy Alliance;
2. is not be likely to cause offence to any person, and;
3. not be misleading;
4. not be conducive to a 'conflict of interest';
5. not use any other Cerebral Palsy Alliance logos other than those approved.

You must not approach the general public with door-to-door, street or telephone collections as part of the fundraising event/activity.

### **Consent to share images and messages**

As a community fundraiser, you consent to Cerebral Palsy Alliance using any photos, videos, quotes, and stories you share with us. You are responsible for obtaining consent from all individuals featured in any materials provided. You may withdraw your consent at any time by notifying us.

### **Limitation of Liability**

The organiser agrees to release Cerebral Palsy Alliance to the fullest extent permissible under law for all claims and demands of any kind associated with the fundraising event/activity, and to indemnify Cerebral Palsy Alliance for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in any way associated with the fundraising event/activity.

## Insurance

You are responsible for ensuring the safety of the event, volunteers and personnel including organising appropriate public liability insurance and providing first aid services if required. Cerebral Palsy Alliance's insurance policy does not cover events conducted by external organisations/individuals.

## Receipts and record keeping

When your supporters donate to your online fundraising page, Cerebral Palsy Alliance is able to issue the supporter an official receipt by email. Donations made through the Cerebral Palsy Alliance website will automatically generate an official tax-deductible (DGR) receipt for contributions of \$2 or more. For any cash donations you receive (tax deductible or otherwise), the law requires that receipts are issued to all donors. It is required that you:

- count the donation in front of the donor; and
- note their name, contact details and the amount. Please contact Cerebral Palsy Alliance for further information.

You hold all funds raised from the public on behalf of Cerebral Palsy Alliance until the fundraising event/ activity is completed and you must ensure that the funds are kept in a secure place, full records of income and expenses are made and that these are sent to Cerebral Palsy Alliance within 14 days of the fundraising event/activity taking place. You must hold these records for 6 years from the date of the fundraising event/activity.

## What is tax deductible?

- Donations of \$2 or more made by an individual or organisation.

## What is not tax deductible?

- Lump sum collections
- Purchases of raffle tickets
- Purchases of items (e.g. chocolates, calendars, teddy bears)
- The cost of attending fundraising events

For more information, please contact the Australian Taxation Office at [www.ato.gov.au](http://www.ato.gov.au).

## Expenses and Transparency

- You are responsible for all costs and liabilities associated with your fundraising event/activity
- You must maintain an accurate and up-to-date log of all income and expenses related to the event
- You should aim to keep event expenses to no more than 40% of the total funds raised
- All invoices and expenses must be paid by you and must not be paid using funds that have been represented as being raised for Cerebral Palsy Alliance
- You must not state that all proceeds or profits will be donated to Cerebral Palsy Alliance if you are deducting any costs or expenses
- Cerebral Palsy Alliance is not responsible for any financial loss incurred by you or others involved in organising or running the event/activities.

### **Refunds**

Cerebral Palsy Alliance does not provide refunds to donations. At the time of accepting a donation towards your fundraising event/activity, please advise your supporters that refunds are not available should the fundraising event change or be cancelled.

### **Privacy and personal information collected through fundraising event/activity**

As part of your fundraising event or activity, you may collect personal information from donors / supporters. Any personal information collected must be kept confidential and used only for the purpose for which it was obtained. You are required to clearly communicate the purpose and intended use of the information at the time it is collected.