

Fundraising Information and Terms of Agreement

FUNDRAISING FOR OARA

Oesophageal Atresia Research Association Limited (“OARA”) is a not-for-profit organisation established in 2012 and endorsed by the Australian Tax Office (“ATO”) as a Deductible Gift Recipient (“DGR”). OARA is a registered company under the Corporations Act 2001 ACN 161 660 180. OARA is the only national not-for-profit organisation of its type that is dedicated to raising awareness to the condition of Oesophageal Atresia (OA) and Tracheo-Oesophageal Fistula (TOF) and related conditions. OARA funds a diverse support service for those children, adults and families affected by TOF OA including fundraising for research, equipment and best practice parental and patient support.

The Terms of Agreement aims to protect OARA and its people from legal and financial risks associated with the conduct of any fundraising activities. They apply to any person, group or association that aims to raise funds for OARA.

AUTHORITY TO FUNDRAISE

The Fundraising Activity (“the Activity”) will be conducted in your name (“the Fundraiser”) and is the Fundraiser’s sole responsibility. Before the Activity can take place, the Fundraiser must seek formal approval from OARA by using the registration form provided. OARA expects a reasonable level of information about the Activity prior to any activity being undertaken. Any changes made from the details provided on the Registration Form must be reported to OARA at the earliest convenience before the commencement of the Activity. The Fundraiser acknowledges that the Activity is moral and ethical and it does not involve or promote the nicotine, sex or armament industry. The Activity will not be approved if it does not fit with the overall goals of OARA, or is deemed high risk. The Fundraiser undertakes that they will at **no time present themselves, including any staff member or volunteer, as a volunteer or staff member of OARA** and that they are raising funds on behalf of OARA.

Suggested phrases for advertising the Activity include:

“proudly supporting OARA Ltd.” or “funds raised will go to support the work of OARA Ltd.”

Any material or products on which it is proposed to utilise this wording must be submitted to OARA for approval.

You must abide by all State/Territory legislation, including any obligations outlined in the Charitable Fundraising Act and must apply for any relevant permits, licenses, insurance and authorities that may be required. This is inclusive of all raffles, bingo, vending tickets, other games of chance or any public appeal. Different states have their own legislation, which should be checked beforehand with the State/Territory government or local council. It is the Fundraisers responsibility to review and ensure compliance with the relevant legislation. Copies of any permits must be sent to OARA with your Registration Form.

PUBLIC LIABILITY INSURANCE

OARA has public liability insurance to cover most fundraising activities, however if your Activity is not included in OARA’s insurance cover, the Fundraiser is responsible for seeking their own insurances for the proposed Activity. The Fundraiser does not represent OARA but agrees to undertake the Activity on their own behalf to raise funds that will be donated to OARA. The Fundraiser therefore indemnify OARA from all liability or costs that may arise including those of damages, loss or injury occurring to any person in any way associated with the Activity caused by Your breach of these guidelines or the Fundraisers negligence.

FINANCIALS

As the Fundraiser, you are responsible for all financial aspects of the activity including record keeping, management of funds, issuing receipts through head office and depositing funds into OARA’s bank account. The Fundraiser must comply with any obligations imposed by the *Collections Act 1966*, the *Collections Regulation 1998* and any other applicable legislation, rules or regulations.

Record Keeping

The *Collections Act 1966* states that you must keep a record in writing of the Activity. The record is to consist of:

- a) The purpose for which the Activity was held;
- b) The Fundraisers full name and address and the authority under which the Activity was held; and
- c) An accurate statement showing full details of all income and expenditure associated with the Activity, and of the monies and property raised by or resulting from the Activity and of the disposal of all such monies and property.

The proceeds of the Activity and a statement of income are to be sent to OARA Australia within 14 days of the conclusion of the Activity.

TIP: a simple way to keep track of the financial details of your Activity is to keep a folder with a number of plastic sleeves. Use individual sleeves to keep receipts, bank deposit stubs, cheques donated, donor sponsorship/tally sheets and budget.

Receipting

We are not able to provide you directly with tax deductible receipts to give to donors. We encourage those wishing to make a donation to do so via credit card by visiting our website www.oara.org.au.

Should you receive any cash donations at your fundraising event, and if requested, OARA can issue a tax-deductible receipt to the donor. Please record the cash donation amount and donor contact information (including the donor's full name and postal address) and supply this information to OARA at the end of your fundraiser. Only donations of \$2 and over are tax-deductible. Please note this only relates to cash donations and does not include goods or services that have been donated to your event. Receipts cannot be issued for donated goods or services.

Collecting the Money

Donations can be collected in the form of cash, cheques or money/postal orders (these should be made out to OARA Limited). Other payments associated with your fundraising activity (e.g. tickets to an event, or payment for an auction item) should be made out to you as the Fundraiser (if you need to pay for expenses out of the revenue raised). OARA cannot process credit/debit card payments relating to any activities associated with your fundraising activity (e.g. credit card payments for tickets to your event, or payments for auction items). OARA can only process a credit/debit card payment from you for the total amount of net proceeds being donated to OARA at the conclusion of your fundraiser. As the organiser of the fundraising activity, you have responsibility for all financial transactions. Please ensure that full records of your income and expenses, along with the profit (minus fair and reasonable expenses), is sent to us within 14 days of the activity being completed.

You agree that you will not retain any part of the gross profits raised during the Activity as a commission, wage or other fee. Here are the following ways that profit can be donated to OARA:

Bank Transfer

Commonwealth Bank
BSB: 06-3733
Acc Number: 1040 5339
Acc Name: OARA Ltd
Ref: Your name/fundraising/state

Cheque or money order

Made payable to OARA Ltd.
P.O Box 502, Pakenham VIC 3810

Expenses

All fundraising activities must be self-funding. OARA will not be held liable for any losses or expenses incurred, by the Fundraiser, in any circumstance. You can deduct any essential costs of organising your activity, as long as they are properly documented and are 'fair and reasonable' and can only include out of pockets expenses like venue hire, catering etc. As a guide, expenses should not exceed 40% of the fundraising activity revenue, not including raffle or auction proceeds.

ADVERTISING AND THE OARA LOGO AND NAME

If the Fundraiser wishes to use the OARA logo on any materials or product they must obtain prior permission from OARA. **All material or products on which it is proposed to utilise the logo must be submitted to OARA for written approval prior to production.** In referring to or promoting OARA, the Fundraiser must refer to OARA as "OARA". **Any printed materials to be used by the Fundraiser in relation to the Activity must be submitted to OARA for written approval prior to public distribution.** All media material and releases must be approved by OARA prior to circulation. OARA is more than happy to discuss any ideas that the Fundraiser may have for media materials and distribution outlets. OARA does not encourage the use of TOF OA children in events or in the media in any way that would compromise their privacy. Please contact OARA if you wish to include some stories, or case studies in your promotional material

SPECIAL CASE INFORMATION

Raffles

There are differing conditions and requirements imposed on the Fundraiser depending on the prize pool value and the state location. It is the Fundraiser's obligation to check the requirements for your particular state or territory. Permits may also be required by councils and shopping centres for outdoor activities

Corporate sponsorship and support

When seeking corporate or local business sponsorship for your Activity, please indicate clearly that your Activity is being organised and conducted by you, not OARA, and that OARA is simply the beneficiary charity. We respectfully ask that you clearly define these details, as it is false and misleading to represent yourself as acting on behalf of OARA. Most importantly, it can jeopardise OARA’s reputation.

If you are unclear on any of the above guidelines about seeking sponsorship or support for your fundraising activity, please make contact with us and we will be more than happy to provide guidance.

Door-knocking

Door-knocking to individual houses to collect funds or promote the Activity, is in no way endorsed by OARA. In many council areas around Australia, door-knocking is illegal without a special permit.

DISCLAIMER

OARA reserves its right to terminate the agreement relating to the Activity at any time if it appears that there is a likelihood of the Fundraiser failing to adhere to any of the above terms and conditions. OARA accepts no responsibility for any food related accidents or injuries that may occur during a fundraising activity or event including food allergies, adverse reactions, food poisoning, anaphylaxis, other illnesses or sickness caused by food products and/or their preparation, storage, handing, presentation or consumption. OARA accepts no responsibility for any loss, liability or injury, occupational, health, safety and welfare claims arising from any fundraising activity or event. It is the responsibility of the registered fundraiser to ensure the safety of themselves and any attendees at their fundraising activity or event, including and providing first aid services if they are needed.

The Agreement is made between OARA and the Fundraiser, subject to and conditional upon the terms and conditions of this Agreement.

SUMMARY

DO's	DON'TS
<ul style="list-style-type: none"> ✓ Submit the application to OARA at least 6 weeks prior to the Activity ✓ Seek information about legislation in the State/Territory in which the Event will take place ✓ Conduct the Activity, collect the funds and forward the profit, along with the reconciliation report to OARA within 14 days ✓ Ensure you have appropriate documentation and records in relation to the activity and they are retained 	<ul style="list-style-type: none"> × You must not make any false or misleading representations in conducting the event

Fundraising Registration Form

The Fundraiser's Details

Fundraiser's name: _____

Address: _____ State: _____ Postcode: _____

Phone (B/H): _____ Mobile: _____ Fax: _____

Email: _____

Details of Proposed Fundraising Activity

Name of Fundraising Activity: _____

Description of Fundraising Activity (please attach additional pages if required):

Proposed date or timeframe: _____

Start Time: _____ Conclusion Time: _____ Cost/Price: _____

Fundraising Activity venue name and full address: _____

List the names of other individuals, groups or associations that will be assisting you in running the Activity:

How will funds be raised? (E.g. ticket sales, auction, etc.): _____

Budget Details

Total estimated income from Activity: \$ _____

Total estimated expenditure (**complete only if expenses are being taken out of income raised**): \$ _____

Details of expenditure (e.g. venue hire, advertising, catering, etc.):

TOTAL ESTIMATED PROFIT: \$ _____ (**Income less expenditure**)

Estimated donation to OARA: \$ _____ (This is just an estimate and not a guarantee. **This field must be completed.**)

Percentage of net profit to OARA (if not 100%): _____%

Please state other beneficiaries from this event (if any): _____

Name of companies to be approached for support/sponsorship of the event:

