

## headspace Fundraising Event Agreement – Terms and Conditions – New South Wales

Thank you for considering raising funds for **headspace** National Youth Mental Health Foundation Ltd (ABN 26 137 533 843) (**headspace, we**). 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 across Australia.

Please read through these Terms and Conditions (**Terms**) carefully, as these Terms, together with any approval granted to you by headspace (**Approval**) will govern your headspace fundraising event. Together, the Approval and these Terms are called 'this **Agreement**'.

### Compliance with Fundraising Laws

All fundraising events in New South Wales must be conducted in accordance with the *Charitable Fundraising Act 1991* (NSW) and the *Charitable Fundraising Regulation 2021* (NSW) (the **Fundraising Legislation**). Among other things, the Fundraising Legislation requires:

- you, or any participants involved in the headspace fundraising event not to be misleading or deceptive;
- if collection containers are to be used, they must be properly secured, numbered and labelled with "headspace" and their use and emptying must be appropriately supervised and controlled;
- any identification card or badge supplied by headspace must be worn by persons collecting money face to face and be clearly visible;
- whether or not requested to do so, paid collectors, other than face to face collectors, must disclose the fact they are receiving a wage and the name of their employer for the purposes of the headspace fundraising event;
- no solicitation can take place from persons in motor vehicles.

headspace holds a licence under the Fundraising Legislation and may authorise another person to conduct a fundraising event for its benefit.

Even if you are exempt from the Fundraising Legislation, headspace's authorisation is granted subject to you conducting the headspace fundraising event in accordance with the Fundraising Legislation.

You warrant that you are not a "trader" under the Fundraising Legislation, which means an organisation or individual that will conduct the fundraising event for a financial or other benefit and/or is conducting the appeal in connection with the supply of goods or services in the course their trade or business (such as a commercial fundraiser). Without limiting any other rights of headspace, should you breach this warranty this Agreement will terminate immediately.

We recommend you contact [NSW Fair Trading](#) to understand your duties under the Fundraising Legislation.

You must comply with the Fundraising Legislation and all other relevant laws and obtain all necessary consents, approvals or permits for the headspace fundraising event.

### Approval

To begin fundraising for headspace, you must first make an application using the Application Form on the headspace website. headspace will assess your application and **may** issue you with an Approval. The completed Application Form will form part of the Approval and you warrant that the information you provide in the Application Form is accurate. You will not be able to conduct fundraising for headspace's benefit unless and until you have received the Approval and you have agreed to its terms.

### Fundraising with headspace

Unfortunately, headspace is not able to take an active role to help you conduct your fundraising event. You will be solely responsible for all aspects of your headspace fundraising event, including all organisation, management, financials, fundraising, ticket sales, publicity and record keeping.

You agree to provide headspace with any reasonable updates and acknowledge that any changes made from the original fundraising event from which you received the Approval, may result in headspace issuing a new Approval or revoking your Approval.

You agree that all staff or volunteers engaged for the headspace fundraising event are suitably qualified and of a proper character. Any potential supporters for your headspace fundraising event (including organisations), must be approved by headspace.

You agree not to do anything that may reasonably be expected to damage the goodwill, reputation, or integrity of headspace.

## **Fundraising financials**

You agree that any money or benefit raised during the headspace fundraising event will be applied according to the objects and purposes of the headspace fundraising event.

You agree to pay any money received in the course of the headspace fundraising event, before the deduction of any expenses, immediately into an account maintained exclusively for the purposes of the headspace fundraising event.

After the money is deposited, you may use the money received to pay for permissible expenses associated with the headspace fundraising event.

Permissible expenses are, for headspace fundraising events consisting of donations only, expenses not exceeding 50% of the gross income obtained and for other headspace fundraising events, expenses not exceeding a fair and reasonable proportion of the gross income obtained.

All net proceeds must be transferred to headspace within 14 days of the conclusion of the headspace fundraising event.

Receipts must be issued for all money received, unless received through a collection box or similar device, the supply of goods or services or deposited directly into your nominated bank account. All receipts must be consequentially numbered and have "headspace" printed on them.

## **Records**

You must keep true and accurate records in relation to all aspects of the headspace fundraising event, including all income and expenditure of the headspace fundraising event, receipts for all expenses and approvals, permits, or authorities obtained or issued and in relation to any identification cards or badges issued, any collection boxes or similar devices used and all receipt books used.

You must keep these records for 7 years after the end of the financial year to which they relate, and they must be given to headspace upon request and within 7 days after the headspace fundraising event concludes.

## **Minors**

You acknowledge that the Fundraising Legislation contains specific requirements that will apply if minors are to participate in the headspace fundraising event. Among other things, these requirements relate to the types of consent required for child participation, supervision requirements and the hours that minors can participate in the headspace fundraising event.

You agree that if minors are to participate in the headspace fundraising event, you will comply with all

applicable requirements contained within the Fundraising Legislation.

## **Advertisements**

Any advertisement, notice or information you intend to use as part of the headspace fundraising event must clearly and prominently identify headspace as the authority holder and not be misleading or deceptive or likely to cause offence to a person and if applicable, identify the intended distribution of the funds raised at the headspace fundraising event.

All advertisements, notices and information must be approved by headspace.

## **Use of headspace logo**

As part of your Approval, you may be given a non-exclusive, revocable license to use the headspace logo during your fundraising event (**Licence**). You acknowledge that all rights in and to the logo are the property of headspace.

If headspace grants you a Licence:

- The headspace logo must only be used by you in connection with your headspace fundraising event, and subject to any further condition specified in the Approval.
- You must not, nor permit a third party to, manufacture for sale or supply a product containing the headspace logo.
- You must not permit a third party to use the headspace logo.
- You must not alter the headspace logo in any way, including its proportions.
- headspace must approve any use of its logo, including as part of any artwork, description, or information, before it is published and released.
- headspace may require any publications or materials containing the logo to be removed from circulation at any time in its absolute discretion.

## **Media**

You are responsible for generating your own publicity. You acknowledge that you are not able to comment on behalf of headspace. If the media requires any information relating to headspace, you must direct them to contact headspace.

## **Liability and indemnity**

You acknowledge that headspace is not liable for any of your actions, including any expenses you incur relating to the headspace fundraising event. You agree to indemnify headspace against any claims which may arise as a result of the headspace fundraising event, the use of the headspace logo, or a breach of this Agreement.

## **Termination**

This Agreement will be terminated upon the earliest of the expiry date specified in your Approval, another date agreed between you and headspace, or the date headspace revokes the Approval for your headspace fundraising event.

headspace can revoke the Approval for your headspace fundraising event at any time at its absolute discretion.

If headspace revokes your Approval or this Agreement otherwise terminates, you must immediately cease the fundraising event and stop promoting the fundraising event, and within 7 days, provide headspace with all money, books, vouchers, or other things held or controlled by you by virtue of the authority provided to you by headspace to conduct the headspace fundraising event.