



# Agreement to fundraise

Thank you for helping Queenslanders to breathe better!

_____	_____	_____
Title	First name	Surname
_____		_____
Name of community/company/group (if applicable)		Position (if applicable)
_____		
Address		
_____		
_____	_____	_____
Suburb	State	Postcode
_____		_____
Email		Contact phone/mobile

Please describe your proposed fundraising activities/events, including date, venue and venue address:

How will funds be raised?

**Terms & Conditions:** We understand the terms and condition under which any fundraising activities benefiting Asthma Foundation Queensland need to operate. We will endeavour to ensure that Asthma Foundation Queensland representatives are informed of the development of any fundraising concepts and approve any promotional material or media releases citing Asthma Foundation Queensland as the beneficiary. I have read the terms of agreement and offer to hold my fundraising event in accordance with Asthma Foundation Queensland's guidelines. I understand my obligations with regards to sending the proceeds raised to Asthma Foundation Queensland within 14 days.

I, \_\_\_\_\_ (Fundraiser's name) agree to conduct my event  
\_\_\_\_\_ (Event name) in a manner which upholds Asthma Foundation Queensland's integrity, professionalism and values. I agree to inform Asthma Foundation Queensland if the details of my event deviate from those stated on this form.

_____	_____
Signed	Date

Please return this completed form to Asthma Foundation Queensland:  
Email: [fundraising@asthmaqld.org.au](mailto:fundraising@asthmaqld.org.au) | Fax 07 3257 1080

If you are planning a donation in lieu of an event, please describe if it is the following:

**In Memory of:** \_\_\_\_\_

**In support of:** \_\_\_\_\_

**In celebration of:** \_\_\_\_\_

An Asthma Foundation Queensland coordinator will be in contact with you to discuss the support we can give you for your upcoming fundraising event.

# Fundraising Terms of Agreement

Australian Governments have developed legislation in each State and Territory 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 for Asthma Foundation Queensland we will need to authorise your fundraising activity (or event). All individuals, groups or organisations who wish to fundraise must accept certain conditions and register with us, whatever the size of the event or the donation (cash or kind). This Agreement to Fundraise or (Agreement) is a legally binding agreement made between you (as the fundraiser) and Asthma Foundation Queensland, and contains some important terms and conditions.

*Thankyou again for your support! We are sure that you will enjoy fundraising for the Asthma Foundation Queensland with the knowledge that you will be helping Queenslanders to breathe better!*

## Becoming an Asthma Foundation Queensland Fundraiser

- To start raising funds for the Asthma Foundation Queensland, please read through this Agreement, then complete and sign the Agreement accepting Asthma Foundation Queensland's fundraising conditions, before you start fundraising on our behalf. Please contact us if you have any questions – we are here to help!
- Return the signed Agreement to Asthma Foundation Queensland. If your Event is suitable. Asthma Foundation Queensland will send you an authorisation letter or 'sanction' to fundraise on our behalf. Asthma Foundation Queensland may decide whether or not your Event is suitable in its sole discretion.
- The sanction will be valid for the date(s) of the Event, as set out on page 1 of this Agreement.

**You are not authorised to use Asthma Foundation Queensland as your beneficiary charity until you have received the sanction letter.**

## Fundraising for Asthma Foundation Queensland

- Due to limited resources, Asthma Foundation Queensland is not able to take a coordination role in your Event, such as assistance with ticket sales, soliciting prizes or organising celebrities. The Event, including the financial aspects, fundraising, raffles, record keeping and management shall be conducted in your name and is your sole responsibility.
- Under this Agreement, to the extent it applies to Queensland only, 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.
- You must plan the Event with the approval of Asthma Foundation Queensland which expects a reasonable level of liaison and information about the Event.
- Any changes made from the original details provided on page 1 of this Agreement must be reported to Asthma Foundation Queensland and may result in a new sanction being authorised or the sanction being withdrawn.
- Asthma Foundation Queensland requires that there be no door-to-door appeals, street collections or telephone solicitation of any kind to the public in connection with the Event.
- 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 distributed and, in the case of donated goods, what is to happen to the goods collected.
- You must not make any false or misleading representations in conducting the Event.
- You agree to comply with all applicable Fundraising Acts, other laws, regulations and by-laws (including all applicable privacy laws) and any other conditions which we may notify to you.
- In conducting the Event, you agree to refrain from doing anything which may reasonably be expected to damage the goodwill, reputation or integrity of the Asthma Foundation Queensland.

## Financial aspects of the event

- Any expenditure involved with the conduct of your Event any disposition of funds and profits resulting from the Event must be properly authorised by Asthma Foundation Queensland before the commencement of the Event.
- You must take all reasonable steps to ensure that the expenses do not exceed 35% of the gross proceeds obtained from the Event.
- You must retain accurate, true and appropriate records in relation to particulars of all items of gross profit received, particulars of all expenditure incurred and particulars of all transactions in relation to the Event.
- The proceeds of the Event, the official sanction letter, and a statement of income and expenditure together with copies of receipts for all expenditure, are to be sent to the Asthma Foundation Queensland within 14 days of the conclusion of the Event.
- You agree that you will not retain any part of the gross profits raised during the Event as a commission, wage or other fee unless otherwise agreed by both parties as per this agreement.

- All profit (minus fair and reasonable expenses) must be sent to the Asthma Foundation Queensland. You must not retain any part of the profit or any other benefit received from the Event.
- Receipts must be issued for all money received, whether or not the donor has requested one, except where the money is received in a collection box or in return for goods or services.
- Individual receipts for tax deductions for supporters of the Event can be issued by the Asthma Foundation Queensland if that supporter makes a donation of \$2.00 or more to the Asthma Foundation Queensland. If supporters would like receipts, please send a list including name, address, and phone number and donation amount. If the total of individual receipts exceeds 10 individuals, please provide the Asthma Foundation Queensland an electronic version of your register.
- When the supporter has received goods or services in return for money given (e.g. purchased raffle tickets or prizes at auction), a tax-deductible receipt cannot be issued.
- For donated goods and services Asthma Foundation Queensland requires correspondence from the donor stating the donated value of goods or services to the Event. Accurate records of the donors' details assist Asthma Foundation Queensland with financial reporting and thank you letters.

#### **The use of Asthma Foundation Queensland's name and logo**

- Any advertising for the Event must clearly disclose that the Event is being conducted in support of Asthma Foundation Queensland.
- You agree that you have no right to the names 'The Asthma Foundation of Queensland' or 'Asthma Foundation Queensland' and that you do not have the right to raise funds in those names. This means you cannot call your event an Asthma Foundation Queensland Event i.e. An Asthma Foundation Queensland Trivia Night. However you can call it an event supporting Asthma Foundation Queensland.
- Asthma Foundation Queensland can sanction the use of a line of copy stating the relationship between you and Asthma Foundation Queensland for all fundraiser promotional material. Recommended wording would be, 'This event proudly supports Asthma Foundation Queensland' or 'Funds raised will assist Asthma Foundation Queensland to help Queenslanders breathe better'.
- Any printed materials or advertisements to be used in relation to the Event must be submitted to Asthma Foundation Queensland for approval and must also state how the proceeds from the Event are to benefit Asthma Foundation Queensland, e.g. 'all proceeds from this event' or 'all proceeds from the auction'. Please allow 10 days for approval of your material.
- If you wish to use the Asthma Foundation Queensland logo on any materials or products, you must obtain prior permission from Asthma Foundation Queensland. Please contact the Asthma Foundation Queensland Fundraising Team for more details.

#### **Media and public relations**

- Asthma Foundation Queensland does not encourage the use of people with asthma in events or in the media in any way that would compromise their privacy. Should you wish to include some stories; testimonials or case studies in your promotional material the Asthma Foundation Queensland Fundraising team will be able to provide you with the appropriate material.

#### **Asthma Foundation Queensland representatives**

- An Asthma Foundation Queensland representative can be arranged to attend your Event depending on availability. At least three weeks' notice is required. Please note: not all requests will be able to be met due to limited staff numbers.

#### **Permits**

- Some activities require permits e.g. raffles where the total prize pool is over a certain amount.
- Permits are also required by councils and shopping centres for outdoor events.
- If you have any queries please contact the Asthma Foundation Queensland Fundraising Team.

#### **Liability**

- All aspects of financial and public liability and public safety are the responsibility of the event organiser. As Asthma Foundation Queensland is not the event organiser we are unable to cover any liability on your behalf.
- You agree to release Asthma Foundation Queensland to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of Asthma Foundation Queensland or its agents. Therefore, please ensure that any space or venue used for your fundraising activities has the required public liability insurance.

#### **Termination and governing law**

- Asthma Foundation Queensland may revoke the sanction granted to you and terminate this Agreement at any time if you engage in any act or omission as part of promoting the Event which may adversely affect the reputation of Asthma Foundation Queensland, or if you engage in any conduct which, in Asthma Foundation Queensland's reasonable opinion, is prejudicial to the affairs of the Asthma Foundation Queensland, contrary to its objectives or which brings Asthma Foundation Queensland's name into disrepute.
- If Asthma Foundation Queensland revokes the sanction granted to you, you must immediately stop promoting the Event.
- This Agreement is governed by the law in Queensland.