

Moira Kelly Creating Hope Foundation- Terms & Conditions, Fundraising

1. Upon satisfactory completion of the relevant form on this website, the Foundation may grant by way of Letter of Authority the right for a person (the Registered Fundraiser) to use the Foundation's intellectual property for fundraising purposes, on the following terms and conditions.
2. The person whose name appears on the registration form and Letter of Authority to fundraise is the Registered Fundraiser, and they will remain solely accountable for managing the Fundraising Event in an appropriate and responsible way and otherwise in accordance with any requirements the Foundation specifies from time to time.
3. The Registered Fundraiser must submit in writing to the Foundation the proposed Fundraising Event date, venue, activity and any associated costs in running the Fundraising Event. The Registered Fundraiser must notify the Foundation of any changes to their Fundraising Event as soon as practicable.
4. The Foundation will not subsidise or reimburse any person/s for any expenditure or liability incurred in connection with a Fundraising Event. Registered Fundraisers are responsible for paying all costs involved with running their Fundraising Event including costs associated with complying with a direction from the Foundation or these terms and conditions.
5. The Registered Fundraiser must keep records of income and expenditure, and may deduct any essential costs of organising the Fundraising Event, as long as they are documented with receipts, and are fair and reasonable (e.g. to deduct costs such as catering, venue or equipment hire). Generally, the Foundation recommends that the cost of fundraising is less than 30% of the funds raised.
6. The Registered Fundraiser must ensure the Foundation is clearly identified as the beneficiary of the funds raised. Where possible cheques or other payments intended for the Foundation should be made in accordance with the payment information provided by the Foundation.
7. The Fundraiser must within 14 days of the conclusion of the Fundraising Event deliver the balance of funds raised to the Foundation along with all records of income and expenditure.
8. Where a particular donor requests a receipt for a donation, the Foundation will issue a receipt in the name of the Foundation to the donor provided the Fundraiser has collected the donor's name and mailing address. The Foundation relies on the accuracy of the information provided to it by the Fundraiser, and will not be responsible for correcting any deficiency in any receipt. The Registered Fundraiser indemnifies and will keep the Foundation indemnified from and against any loss, damage, liability, cost or expenses suffered or incurred in connection with any errors, omissions or deficiencies in any receipts issued by the Registered Fundraiser in connection with its Fundraising Event.
9. The Registered Fundraiser may collect personal information from members of the public in the course of the Fundraising Event. The Registered Fundraiser must adhere to the Foundation's Privacy Policy.

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10. Registered Fundraisers must comply with any obligations under applicable legislation and/or regulations in the State or Territory in which they are conducting their Fundraising Event. This may include organising permits, licenses, insurance or obtaining an authority to fundraise where necessary for fundraising activities such as raffles or competitions. Unfortunately the Foundation does not have the necessary resources to assist with this process. Before planning a Fundraising Event each Registered Fundraiser should first research any regulatory requirements with the applicable state government or local council.
11. The Registered Fundraiser must not represent that the Fundraising Event is sponsored by or organised by the Foundation unless expressly permitted in the Letter of Authority.
12. The Foundation's public liability insurance does not extend to Registered Fundraisers. As such the Foundation accepts no responsibility for any loss, liability or injury, occupational, health, safety and welfare claims arising from any Fundraising Event. It is the responsibility of the Registered Fundraiser to ensure the safety of themselves and any attendees of their Fundraising Event, including providing first aid services if they are needed. Registered Fundraisers must obtain and maintain any appropriate insurance for their Fundraising Event, including public liability insurance.
13. Registered Fundraisers must not use the Foundation's name or logo to advertise or conduct the Fundraising Event except in accordance with the materials (if any) provided by the Foundation and any specific permission contained in the Letter of Authority. If a Registered Fundraiser believes that a Fundraising Event requires or would benefit from specific advertising permission must first be sought from the Foundation.
14. The content of this website, such as text, graphics, images and names is protected by Australian copyright law. Unauthorised use may violate these copyright laws.
15. The Foundation may, without notice, amend or modify these Terms and Conditions by posting the amended Terms and Conditions to the Foundation's website.

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