

## Fundraising for St John of God Foundation Inc. (ABN 53 066 805 132)

### Terms and Conditions

Updated 12 June 2019

These Terms and Conditions (including the contents of the Application Form) are the terms on which the Applicant whose details appear in the attached Fundraising Application Form (**you** or **your**), may raise funds for St John of God Foundation Inc (**we**, **us** or **our**).

By submitting the Application Form to us, you agree to these Terms and Conditions. We therefore recommend that you retain a copy for your records.

These Terms and Conditions represent the entire agreement between you and us, and supersede any other representations made orally or in writing by either party (including any previous versions of the Terms and Conditions).

#### 1. Term

These Terms and Conditions will apply from the date you sign the Application Form and continue in force until the end of your fundraising period or event (**Term**), unless validly terminated earlier in accordance with clause 6.

#### 2. Foundation's obligations

**(a) Marketing support:** for the purpose of your fundraising, we may provide you with:

- (i) marketing and publicity support; and
- (ii) a fundraising toolkit including banners, logos and other materials which we think will be relevant to your fundraising activity (**Toolkit**).

**(b) Bank account:** the Foundation will provide bank account details to you to deposit funds into, in accordance with clause 3(c)(i).

**(c) Acknowledgements:** we will send:

- (i) tax deductible receipts to each donor who supports your fundraising (if appropriate) based on all applicable laws and accounting standards, providing you have obtained the necessary details from each donor in accordance with clause 3(c)(iii) below, and subject to your compliance with clause 3(d); and
- (ii) letters of acknowledgement, on the Foundation's letterhead, to those parties whom you notify us have provided financial or other support for your fundraising.

**(d) Australian Tax Office audit requirements:**

- (i) we will keep such records of donations as may be required by the Australian Tax Office for audit purposes.
- (ii) If you make a written request to access those records, we will allow you, at your expense, to access and take photocopies of the records at a specified time during normal office hours no less than 48 hours after your request is received.

### 3. Your obligations

**(a) Compliance with applicable laws and guidelines:** you must –

- (i) comply at all times with all rules of law, by-laws and regulations relevant to your fundraising;
- (ii) comply at all times with any guidelines provided by us in relation to your use of the Toolkit. This includes, but is not limited to, ensuring that our logo is not affixed to any fixed assets at any time; and
- (iii) not breach any intellectual property rights of us or a third party or breach any right or duty owed to a third party.

**(b) Suitability of fundraising activities:** you must ensure that your fundraising activities (including associated venues) and the content you supply for the promotion of the same:

- (i) will not be defamatory, obscene or inconsistent with our values; and
- (ii) must not be connected with any gambling, adult entertainment or tobacco companies or events.
- (iii) events must be organised with the safety and security of all participants in mind and the organiser must take responsibility for the safety and security of others and themselves, including holding the required insurances such as public liability insurance.
- (iv) the organiser or event/activity must not in any way undermine the work of St John of God Foundation, discredit the brand, or bring St John of God Foundation into disrepute. The organiser commits to fundraising in an ethical way that is in line with the values of St John of God Foundation.

Further guidance on the suitability of fundraising activities is available from us upon request. We reserve the right to refuse approval of any proposed fundraising activity deemed to be unacceptable or non-aligned with our brand.

**(c) Fundraising integrity:** you must, for each fundraising activity you conduct in association with us:

- (i) forward all net proceeds either by cheque, or by direct deposit into our specified bank account;
- (ii) forward to us a written breakdown of the gross proceeds, together with any relevant deductions (if applicable);
- (iii) obtain the necessary consents from each donor to disclose their personal information to us for the purposes of preparing a tax deductible receipt for them in accordance with clause 2(c)(i);
- (iv) subject to your compliance with clause (ii) above, forward to us relevant donor details to enable us to prepare donor tax deductible receipts, in accordance with clause 2(c)(i); and
- (v) provide us with comprehensive financial records and receipts of all expenses incurred and deducted from gross funds raised, in accordance with the guidelines

and documentation requirements provided by us from time to time.

**(d) Tax deductions:** before indicating to potential donors that their donation to us will be tax deductible, you must confirm this with us.

#### 4. Confidential Information

During the Term and for so long afterwards as it remains confidential, the parties shall treat as strictly confidential all acquired information about the other which is not in the public domain (**Confidential Information**). Neither party shall use or disclose the other party's Confidential Information without that other party's consent, except where required to do so by law. This clause 4 shall survive expiry or termination of these Terms and Conditions.

#### 5. Intellectual Property

(a) You acknowledge that we (or St John of God Health Care Inc, as the case may be) retain ownership of all banners, logos and other marketing support material (**Fundraising Materials**) which we provide to you for use during your fundraising activity as part of a Toolkit or otherwise, including all intellectual property rights inherent in such materials. Nothing in these Terms and Conditions is intended to grant you any rights or proprietary interest in the Fundraising Materials.

(b) We grant you a limited, non-exclusive, revocable licence to use the Fundraising Materials solely for the purpose, and during the term, of the agreed fundraising activity, as further detailed in your application form.

#### 6. Termination

**(a) Event of Default:** It is an event of default if –

(i) you breach these Terms and Conditions and fail to remedy the breach within 14 days of receiving written notice of the breach from us;

(ii) you commit 3 breaches of these Terms and Conditions over any 12 month period, whether or not we gave you notice of the breaches and whether or not you have rectified the breaches;

(iii) you cease, or threaten to cease, to carry on business, go into liquidation, are made bankrupt or enter into any arrangement for the benefit of creditors;

(iv) you do not comply with any reasonable direction from us in relation to your fundraising;

(v) you or any of your directors (if you are an incorporated body) are convicted of a criminal offence; or

(vi) we believe that our reputation is, or is likely to be, damaged by something you have done or intend to do.

**(Event of Default).**

**(b) Termination:** we may terminate these Terms and Conditions:

- (i) immediately by giving you written notice at any time if we consider that you have committed an Event of Default; or
- (ii) for any reason by giving you at least 30 days' written notice.

## 7. Governing law

These Terms and Conditions are governed by the laws of Western Australia and are subject to the jurisdiction of the Courts of that State.