



## Application for Authority to Fundraise

\_\_\_\_\_  
Name of group / company / individual planning the event ("the fundraiser")

\_\_\_\_\_  
Name of individual/s responsible (if applicable)

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Mobile

\_\_\_\_\_  
Email

\_\_\_\_\_  
Name of activity

\_\_\_\_\_  
Date(s)

\_\_\_\_\_  
Time

\_\_\_\_\_  
Location (include address)

\_\_\_\_\_  
How will the funds be raised?

\_\_\_\_\_  
How much do you expect to raise for MDFA?

\_\_\_\_\_  
How many expected to attend?

Will a raffle take place in conjunction with the event?

Does the event require council/government permits?

Will the event cross into other states?

\_\_\_\_\_  
If yes provide details

I have read the terms and offer to hold my fundraising event in accordance with MDFA's terms. I understand my obligations with regards to sending the proceeds to MDFA within 14 days. By signing this Application you agree to abide by the conditions set out in the Terms.

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent / guardian signature (if applicant under 18)

\_\_\_\_\_  
Date

Please return completed form to [info@mdfoundation.com.au](mailto:info@mdfoundation.com.au) or post to

**Suite 902, Level 9, 447 Kent Street SYDNEY NSW 2000**

## **Macular Disease Foundation Australia- Terms and Conditions**

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 Macular Disease Foundation Australia (**MDFA**), 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 designed to assist you in planning your Event in support of MDFA. It is a legally binding agreement made between you (as the fundraiser) and MDFA and contains some important terms and conditions.

### **BECOMING AN MDFA FUNDRAISER**

To start raising funds for MDFA, please read through this Agreement, then complete and sign the Agreement accepting MDFA'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 MDFA. If your Event is suitable, MDFA will send you an authorisation letter or 'sanction' to fundraise on our behalf. MDFA may decide at its sole discretion whether or not your Event is suitable.

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 MDFA as your beneficiary charity until you have received the sanction letter.***

### **FUNDRAISING FOR MDFA**

Due to limited resources, MDFA 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 WA 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 MDFA and MDFA 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 MDFA and may result in a new sanction being authorised or the sanction being withdrawn.

MDFA 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 MDFA.

### **FINANCIAL ASPECTS OF THE EVENT**

Any expenditure involved with the conduct of your Event and any disposition of funds and profits resulting from the Event must be properly authorised by MDFA before the commencement of the Event.

You must take all reasonable steps to ensure that the expenses are fair and reasonable.

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 MDFA **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.

All profit (minus fair and reasonable expenses) must be sent to MDFA. 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 MDFA if that supporter makes a donation of \$2.00 or more to MDFA. 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 MDFA 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 MDFA requires correspondence from the donor stating the donated value of goods or services to the Event. Accurate records of the donors' details assists MDFA with financial reporting and thank you letters.

### **THE USE OF MDFA'S NAME AND LOGO**

Any advertising for the Event must clearly disclose that the Event is being conducted in support of MDFA.

You agree that you have no right to the names Macular Disease Foundation Australia or MDFA and that you do not have the right to raise funds in those names. This means you cannot call your event an MDFA event i.e. An MDFA Trivia Night, however you can call it an event supporting MDFA.

MDFA can sanction the use of a line of copy stating the relationship between you and MDFA for all fundraiser promotional material.

Any printed materials or advertisements to be used in relation to the Event must be submitted to MDFA for approval and must also state how the proceeds from the Event are to benefit MDFA, eg 'all proceeds from this event' or 'all proceeds from the auction'. Please allow **10 days** for approval of your material.

Should you wish to include some stories, testimonials or case studies in your promotional material MDFA will be able to provide you with appropriate material.

### **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 visit [www.australia.gov.au](http://www.australia.gov.au) and search under 'Gaming and Racing' for a full list of local gaming authorities in your relevant state.

### **LIABILITY**

All aspects of financial and public liability and public safety are the responsibility of the event organiser. As MDFA is not the event organiser we are unable to cover any liability on your behalf.

You agree to release MDFA to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of MDFA 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**

MDFA 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 MDFA, or if you engage in any conduct which, in MDFA's reasonable opinion, is prejudicial to the affairs of MDFA, contrary to its objectives or which brings MDFA's name into disrepute.

If we revoke the sanction granted to you, you must immediately stop promoting the Event.

This Agreement is governed by the law in Western Australia.