

Fundraising Terms & Conditions

These Fundraising Terms & Conditions are to assist corporate or community organisations and individuals who are interested in undertaking fundraising projects to benefit The Bays.

1. FUNDRAISING FOR THE BAYS

- 1.1 Any individual/organisation (Fundraiser) seeking to organise or promote a fundraising event/activity (Event) for The Bays Healthcare Group (The Bays) must comply with these fundraising conditions.
- 1.2 Once the Application to Fundraise has been approved, The Bays will send the Fundraiser an Authorisation to Fundraise letter confirming The Bays knowledge and limited involvement in the Event (a requirement of Consumer Affairs).
- 1.3 The Event shall be conducted in the Fundraiser's name and will be the sole responsibility of the Fundraiser. The Bays cannot take a coordination role in any of these activities. Where possible The Bays will try and assist in organising publicity or providing goods or services to assist the Fundraiser in the running of the Event.
- 1.4 The Fundraiser must abide by all legislation and apply for any permits and authorities that may be required. If raising monies from the general public, Fundraisers are required to wear an authorisation ID (ID cards stating the The Bays Consumer Affairs registration number). Authorisation ID must be requested from and supplied by The Bays for use during the Event. After the Event, all authorisation cards with any monies raised must be returned directly to The Bays.
- 1.5 The Bays prohibits registered Fundraisers from collecting from the public through door-knocking or soliciting of donations in public places, such as shopping centres.

2. USING THE BAYS NAME & LOGO

- 2.1 The Bays reputation and goodwill is extremely important. The Bays must approve all advertising or promotional material produced by the Fundraiser, including media releases. Materials must be forwarded to The Bays for approval prior to being printed or circulated to the public. This includes the use of The Bays logo and key messages within any medium (print, online etc.). The Bays will endeavour to provide prompt responses to any requests for approval to ensure that the Fundraiser is not delayed. Failure to seek approval may result in The Bays withdrawing approval to fundraise.
- 2.2 The Bays will issue a "Proudly Supporting The Bays" logo to be used on all mediums, and can supply healthcare related images from The Bays image library on request.
- 2.3 If the Fundraiser wishes to refer to or promote The Bays, the organisation must be referred to as The Bays Healthcare Group. Suggested wording when referring to the relationship between the Fundraiser and The Bays would be:
 - "Proudly supporting The Bays Healthcare Group".
 - "All proceeds will go to The Bays Healthcare Group".
 - "This is a volunteer run event raising funds for The Bays Healthcare Group".
 - "Funds raised are used to support The Bays Healthcare Group to provide the best possible healthcare to the Mornington Peninsula community".
 - "Funds raised will help The Bays Healthcare Group to keep up with the latest medical developments, purchase equipment and maintain a comfortable and supportive environment for patients and residents".

3. LEGAL REQUIREMENTS

- 3.1 The Fundraiser is obligated by legislation to:
 - Provide The Bays with an accurate estimate of the income and expenses associated with the Fundraiser.
 - Keep detailed and accurate financial records.
 - Ensure money raised and details of the actual income and expenditure are returned to The Bays within 4 weeks of the Fundraiser.

4. FINANCIAL OUTCOMES & RECEIPTING

- 4.1 We appreciate that external fundraising activities can range from large scale public events to smaller projects organised by individuals. It is important for anyone considering conducting a fundraising activity on behalf of The Bays to identify a realistic financial return that can be achieved by their efforts and to weigh this against the time and effort required to conduct the activity. Although every dollar helps us, we would like to harness your energy and support in a positive way and may therefore provide you with some guidance as to outcomes that may or may not be achievable for a proposed fundraising activity.
- 4.2 It is a requirement of the Charitable Fundraising Act that the Fundraiser maintains accurate records of income and expenditure and that monies received in the course of an Event or fundraising appeal must be paid promptly to The Bays.
- 4.3 The financial aspects, fundraising, raffles, record keeping and management of the fundraising activity/event are entirely the responsibility of the Fundraiser. The Fundraiser must comply with any obligations imposed on it by the Charitable Fundraising Act and/or Consumer Affairs. The Bays cannot pay expenses incurred by the Fundraiser, however the Fundraiser can deduct necessary expenses from the proceeds of your Event (total expenses must be less than 35% of total proceeds).
- 4.4 Net proceeds raised from the fundraising event/activity/project must be forwarded to The Bays as a lump sum in the form of a bank cheque, personal cheque, money order made out to The Bays or as an electronic transfer directly into The Bays bank account. Net proceeds must be forwarded to The Bays within 4 weeks of the Event taking place.
- 4.5 The Bays can provide official receipts for approved Fundraiser. Tax-deductible receipts will only be issued to people donating money of \$2 or more and only in circumstances where the donation is a 'deductible gift', in terms of tax legislation. Please refer to the Australian Taxation Office website (www.ato.gov.au) for more information.
- 4.6 It is the Fundraisers responsibility to keep a register of all attendees/supporters requesting a tax-deductible receipt. The register must be in the format of a Microsoft excel document including name, address, city, state, postcode (business addresses are also acceptable and in that case positions/titles and company will also be required and must be forwarded to The Bays by email or other agreed format. Once funds have been received by The Bays and cleared in the bank account, individual receipts will be posted to those listed on the register who have requested a receipt.

Please note that The Bays cannot provide receipts to attendees/supporters for non-tax-deductible items such as sponsorship, ticket purchases, entry to an event, donations of goods or services, raffle ticket and auction purchases.

5. CONSUMER AFFAIRS REQUIREMENTS

- 5.1 Nm l tkx Ors 0888 sgd Etmcq`hrrmf @bs 0887 b` l d hmsn deedbs- Sghr @bs rddjr sn l `hms`hm o taktb bnmeicdmbd hm sgd vngj ne bg`qshidr ax dmr tqhm f etmcq`hrdqr `qd `bbntms`akd enq etmc r q`hrdc ax sgd o taktb- Sgd @bs qdpt hqdr etmcq`hrdqr sn `oolk `ooqnoqh`sd rs`mc`qcr hm qdk`shrm sn sgd g`mckhm f `mc a`mjhm f ne l nmldr `mc sgd l `hmsdm`mbd ne `cdpt `sd qdbnqcr- Sgdrd oqnuhrhnmr `qd chqdbcdc `s oqnsdbshmf sgd o taktb eqn l eq`tc `mc l `koq`bslibd+ v hsgnts hmsdqdqhm f v hsg anm`ehcd etmcq`hrrmf `ood`kr-

If your Event is likely to raise \$10,000 or more you will need to complete and submit a Notice of Intention to Conduct a Fundraising Appeal form direct to Consumer Affairs Victoria website (www.consumer.vic.gov.au) and forward a copy to The Bays. The Bays hr cdctb`sdcsn r toonqshmf hmchuhct `kr `mc fqntor vgn v hrg sn etmcq`hrd nm our adg`ke.

6. DISCLAIMER

- 6.1 Fundraisers are NOT employees or agents of The Bays, nor are they acting in any other representative capacity of The Bays. Fundraisers undertake all fundraising activities on their own behalf and at their own risk. Responsibility for any insurance rests solely with the Fundraiser. The Bays insurances do not cover activities that the Fundraiser undertakes. The Bays will not be liable for any injury, damage or loss sustained as a result of any fundraising activities. Fundraisers should also note that they are not covered by The Bays public liability insurance.
- 6.2 The Bays reserves the right to assess each submission to fundraise on its behalf and at times decline if necessary. It also reserves the right to withdraw its approval for the fundraising activity/event at any time if it appears that there is a likelihood of the Fundraiser failing to adhere to any of the above terms and conditions.