



# Agreement to Fundraise

Your name \_\_\_\_\_ Title  Mr  Mrs  Ms  Dr

Name of community/company/group *(if applicable)* \_\_\_\_\_

Position held by event coordinator *(if applicable)* \_\_\_\_\_

Your address \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Your email \_\_\_\_\_ Your contact number \_\_\_\_\_

Event name \_\_\_\_\_

Date \_\_\_\_\_

Venue: \_\_\_\_\_

Venue address: \_\_\_\_\_

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

Estimated total donation to Starlight \_\_\_\_\_

## Terms & Conditions

I/We understand the terms and conditions under which any fundraising activities benefiting Starlight Children's Foundation need to operate. I/We will endeavour to ensure that Starlight representatives are informed of the development of any fundraising concepts and approve any promotional material or media releases citing Starlight as the beneficiary. I/We have read Starlight's terms and conditions and offer to hold the fundraising event in accordance with those terms and conditions. I/We agree to send the proceeds raised to Starlight **within 14 days** of the conclusion of the fundraising event.

I, \_\_\_\_\_ agree to conduct my event \_\_\_\_\_  
*(fundraiser's name)* *(event name)*

in a manner which upholds Starlight's integrity, professionalism and values. I agree to inform Starlight if the details of my Event deviate from those stated in this Agreement to Fundraise. I agree to the terms and conditions contained in this Agreement to Fundraise.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed *(Starlight Team Member)* \_\_\_\_\_ Date \_\_\_\_\_

Please return this completed form to the Starlight Enterprise Team via email [enterprise@starlight.org.au](mailto:enterprise@starlight.org.au) or fax 02 9437 4634

***Please turn over for Terms of Agreement***





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

In Memory of: .....

In Support of: .....

In Celebration of: .....

A Starlight Team Member will be in contact with to discuss the support Starlight can give you for your upcoming fundraising event.

## Estimated Budget

*(Please adjust items applicable to your event)*

Income	\$ Amount	Expenses	\$ Amount
Sponsorship		Venue Hire	
Registration Fees		Food & Beverage	
Ticket Sales		Printing	
Donations		Security	
Raffles		Insurance	
Auctions		Advertising	
Other:		Promotional Material	
		Prizes	
		Transport	
Total Income		Total Expenses	
		Total Profit	

*NB: Starlight is required under the Fundraising Acts to record details of your fundraising event expenses. Please detail your projected fundraising activities and expected income, as well as list all expenses you expect your event to incur.*



## 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 Starlight Children's Foundation (Starlight), 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 Starlight. It is a legally binding agreement made between you (as the fundraiser) and Starlight, and contains some important terms and conditions.

*Thanks again for your support! We're sure that you'll enjoy fundraising for Starlight and sharing in our joy of brightening the lives of seriously ill and hospitalised children and their families.*

### Becoming a Starlight Children's Foundation fundraiser

To start raising funds for Starlight, please read through this Agreement, then complete and sign the Agreement accepting Starlight'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 your Starlight Enterprise Team Representative. If your Event is suitable, Starlight will send you an authorisation letter or 'sanction' to fundraise on our behalf. Starlight 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 Starlight as your beneficiary charity until you have received the sanction letter.

### Fundraising for Starlight

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

### 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 Starlight before the commencement of the Event. You must take all reasonable steps to ensure that the expenses do not exceed 40% 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 Starlight 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 Starlight. 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 Starlight if that supporter makes a donation of \$2.00 or more to Starlight. 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 Starlight 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 Starlight requires correspondence from the donor stating the donated value of goods or services to the Event. Accurate records of the donors' details assists Starlight with financial reporting and thank you letters. A template is available from Starlight to assist you with capturing this information.

### The use of Starlight's name and logo

Any advertising for the Event must clearly disclose that the Event is being conducted in support of Starlight. You agree that you have no right to the names 'Starlight Children's Foundation' or 'Starlight' and that you do not have the right to raise funds in those names. This means you cannot call your event a Starlight event i.e. A Starlight Trivia Night, however you can call it an event supporting the Starlight Children's Foundation. Starlight can sanction the use of a line of copy stating the relationship between you and Starlight for all fundraiser promotional material. Recommended wording would be, 'This event proudly supports the Starlight Children's Foundation' or 'Funds raised will assist the Starlight Children's Foundation in brightening the lives of seriously ill and hospitalised children. Any printed materials or advertisements to be used in relation to the Event must be submitted to Starlight for approval and must also state how the proceeds from the Event are to benefit Starlight, 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 Starlight Children's Foundation Supporter's logo on any materials or products, you must obtain prior permission from Starlight. Please contact the Starlight Enterprise Team for more details. Starlight does not encourage the use of Starlight children 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 Starlight Enterprise Team will be able to provide you with appropriate material.

### Media and public relations

Starlight does not encourage the use of Starlight children 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 Starlight Enterprise Team will be able to provide you with appropriate material.

### Starlight representatives

A Starlight Representative can be arranged to attend your Event depending on availability. At least 3 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 Community Partnerships Team in your state, or 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 Starlight is not the event organiser we are unable to cover any liability on your behalf. You agree to release Starlight to the fullest extent permissible under law for all claims, except where such liability arises because of the negligence of Starlight 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

Starlight 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 Starlight, or if you engage in any conduct which, in Starlight's reasonable opinion, is prejudicial to the affairs of Starlight, contrary to its objectives or which brings Starlight'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 New South Wales.

