Hummingbird House
Queensland's only children's hospice

Terms and Conditions

Fundraise for Hummingbird House

These terms and conditions (Terms) outline your responsibilities when fundraising for Hummingbird House, a Wesley Mission Queensland Limited ABN 71 675 794 911 (WMQL). These Terms constitute an agreement which will be binding for WMQL and you (Fundraiser). Please read through these Terms carefully. If the application is made online, fundraisers will be able to confirm their acceptance to the terms prior to submission of the application.

If you have any questions or require any further information, please don't hesitate to contact our Fundraising Team by calling 07 3621 4365 or emailing fundraising@wmq.org.au.

Authority to fundraise

- The Fundraiser must not fundraise, or advertise that it is fundraising, on behalf of WMQL until it has received WMQL's written approval and authority to do so **(Authority)**.
- The fundraising, including all financial aspects:
  - will be undertaken in the name of the Fundraiser only (and must not be referred to as a WMQL event or activity); and
  - is the sole responsibility of the Fundraiser.
- The Fundraiser will ensure that the fundraising is consistent with WMQL's mission, values, objectives and branding.
- The Fundraiser acknowledges that the reputation and community standing of WMQL is of critical value to it and the work it does. The Fundraiser agrees that it and all fundraising participants will conduct themselves in an ethical and respectful manner and not display any inappropriate behaviour or conduct.
- The Fundraiser must ensure that employees, agents, volunteers, partners or other contractors or participants of the fundraising do not hold themselves out as having the authority to act as a representative of WMQL.
- The Fundraiser must conduct the fundraising in accordance with all federal, state and territory laws and regulations.
- The fundraising must be concluded by the last date of the Authorisation Period (as defined in the Authority).

Media and publicity

- The use of any logos associated with WMQL in promotional and advertising materials must be approved by WMQL prior to production.
- Any publicity (including media materials and/or releases) relating to the fundraising must be approved by WMQL before approaches to media are made and WMQL must be notified in advance of any planned publicity or media activity.
- Prospective donors or sponsors for the fundraising must be approved by WMQL prior to an approach being made.

Type of fundraising

Some fundraising activities will require permits and/or approvals (for example, liquor or gaming permits and/or council permits). The Fundraiser is solely responsible for ensuring it obtains all applicable permits and approvals and complies with all applicable state and territory legislation and regulations including in respect of liquor licensing, food preparation, raffles, auctions and all other activities that require legal compliance.

If requested, copies of any permits or other approvals or consents obtained must be sent to the Fundraising Team by email to fundraising@wmq.org.au before the fundraising commences.

All raffles and fundraising activities are conducted in accordance with relevant legislation, in Queensland, the *Charitable and Non-Profit Gaming Act 1999*. Queensland Government information available at: https://www.business.qld.gov.au/industry/liquor-gaming/gaming/not-profit-charitable/competitions-raffles-bingo

- Functions where liquor is to be consumed or sold at an event must be in accordance with relevant legislation. e.g. Community Liquor Permit available from OLGR (one day fee) 21 days prior to the event.
  For more information please see: https://www.publications.qld.gov.au/dataset/liquor-licensing-and-compliance-forms/resource/6f0db791-a1c8-4826-9c01- 8f7b3c745d45

Financial aspects

- Funds raised on behalf of WMQL must be held by the Fundraiser in a safe and secure place.
- All funds raised from the fundraising must be remitted to **WMQL's Gift Account, BSB: 014-002, Account Number: 835672841** within thirty (30) days of the conclusion of the Authorisation Period.
- The Fundraiser must maintain accurate records of income and expenditure associated with the fundraising.

- Any costs or expenses incurred by the Fundraiser in respect of the fundraising are the sole responsibility of the Fundraiser and WMQL is not liable to pay for any such costs or expenses.
- Once funds have been deposited, you will be issued a Tax-deductible receipt for donations.

  (Note: Proceeds from fundraising activities in which consumers receive goods or services in exchange for their payment are considered non-deductible for tax purposes).

Liability and insurance

- The Fundraiser undertake the fundraising at its sole risk and is not covered by WMQL's insurance including its public liability insurance. The Fundraiser must make its own enquiries to ensure that it has, and maintains, adequate insurance to cover the fundraising and those involved.
- The Fundraiser agrees, to the fullest extent permitted by law, to indemnify WMQL, its officers, directors, employees, agents and volunteers from and against all claims, liabilities, damages, losses, penalties, fines, expenses or costs (including reasonable legal fees) **(Claims)** arising or in any way connected with the Fundraiser's fundraising including, but not limited to Claims in respect of:
  - damage to any property;
  - personal injury (including death) to any person;
  - breach of these Terms; or
  - Claims made by third parties or those involved in the fundraising.

Withdrawal of Authority

- WMQL may revoke the Authority without cause on two (2) days prior notice in writing to the Fundraiser. If this occurs, the Fundraiser must immediately cease use of all logos, remove all publicity referencing WMQL and advise all sponsors that WMQL is no longer a beneficiary of the fundraising.
- If the Fundraiser wishes to change anything about the fundraising once Authority has been granted, it must notify WMQL and WMQL reserves the right to alter or revoke the Authority.

Privacy and consent

- The Fundraiser must comply with any applicable privacy laws when conducting the fundraising.
- By registering as a fundraiser, the Fundraiser consents to WMQL disclosing its personal information to its agencies and other third parties that it might engage in connection with fundraising activities and for the purposes set out in its privacy policy.
- The Fundraiser agrees that, by submitting photographs, videos or other information relating to the fundraising to WMQL, it consents to them being published online or in publications by WMQL at any time. The Fundraiser further agrees and represents that by providing photographs, videos or other information to WMQL, it has all rights to or has obtained all necessary consents or release forms from the subjects and/or providers, contributors or owners of the photographs, videos or other information that it gives WMQL, including the Fundraiser's consent.

Other requirements:

Within thirty (30) days of the fundraising being completed, the Fundraiser must:

- notify WMQL of the outcome of the fundraising; and
- provide to WMQL a record of income and expenses from the fundraising together with verification of the bank deposit of the funds raised from the fundraising.