



# HeartKids

**HeartKids Victoria and Tasmania**

**Fundraising Guidelines and Application for Authority to Raise Funds**

Thank you for your interest in raising funds for HeartKids in Victoria / Tasmania (HeartKids). The following guidelines are designed to assist any individual, group or organisation who wants to fundraise for HeartKids.



## About us

HeartKids Victoria Incorporated is a not-for-profit organisation established and incorporated in 1991, endorsed by the Australian Taxation Office as a registered Public Benevolent Institution, Deductible Gift Recipient (DGR) and Income Tax Exempt Charitable Entity. ABN: 16 336 986 918 / ARN: A00214708

HeartKids fund a diverse support service for those children and families affected by childhood heart disease.

- ♥ We help care for the psychological and emotional wellbeing of the child and family;
- ♥ Create a positive healing environment in hospital to reduce the impact of heart disease;
- ♥ Help heart children improve their quality of life;
- ♥ Assist cardiac services to provide the best possible cardiac equipment and facilities; and
- ♥ Invest in research to improve outcomes for heart children.

## The fundraising application process

In order to abide by the Fundraising Appeals Act 1998 (Victoria) and the Collections for Charities Act 2001 (Tasmania), anyone wishing to raise funds on behalf of a charitable organisation must hold an authority to fundraise issued by that organisation.

The following pages will take you through our application process and include:

1. The terms and conditions of fundraising for HeartKids
2. An application for Authority to Raise Funds for HeartKids

HeartKids staff will liaise with you about your fundraising activity. We are here to give whatever advice and support we can.

**Please note that under the Fundraising Appeals Act you are required to obtain written approval from us to fundraise on behalf of HeartKids**

## What we can do to help a fundraising activity

- ♥ Offer advice and guidance on event planning;
- ♥ Provide a letter of authorisation to be used to validate the authenticity of the fundraising activity and its organisers;
- ♥ Promote the fundraising activity internally to HeartKids members;
- ♥ Provide a written tax receipt to donors who make donations of \$2 or more and receive no material benefit in return, e.g. auction payments are not tax-deductible.

## What we cannot do to help a fundraising activity

- ♥ Provide on-site staff or volunteer support at your fundraising activity;
- ♥ Extend our tax exemption to you;
- ♥ Provide insurance coverage;
- ♥ Provide funding or reimbursement of expenses;



- ♥ Solicit sponsorship revenue or goods for your fundraising activities;
- ♥ Provide celebrities or professional athletes for your fundraising activity ;
- ♥ Provide publicity, newspaper, radio, TV coverage, etc;
- ♥ Provide mailing lists of donors, physicians, employees, volunteers or vendors.

## HeartKids representative

- ♥ HeartKids Representative may be arranged to attend your activity depending on availability. At least four weeks' notice is required.

**If possible we will provide a representative of HeartKids to attend. Please understand the volume of requests often exceeds the amount of people we have available to attend**

## Our definition of a Fundraiser

'Fundraiser' means the individual or organisation holding the fundraising activity. Fundraisers do not represent HeartKids but are acting on their own behalf to raise funds that will be donated to HeartKids. Fundraisers must make this clear in all dealings with the public, sponsors and supporters.

All fundraising activity must be endorsed by HeartKids. Once we have received your signed fundraising agreement, fundraising application form and budget outline, and we are satisfied that the fundraising activity fits with the objectives and policies of HeartKids we will forward your authority to raise funds letter. HeartKids will not endorse fundraising which involves any activity that does not fit with our aims, goals and values or is deemed as high risk. Please note, the Fundraiser is not authorised to name HeartKids as a beneficiary until the authority to raise funds letter has been issued.

Any documents / promotional material used by the Fundraiser must be approved by HeartKids. If the Fundraiser wishes to incorporate the HeartKids logo on any materials or products, prior permission from HeartKids must be obtained before printing.

**Please note we may not be able to accept sponsors who have a conflict of interest with our existing sponsors**

**Please check our website for a list of our current sponsors**

**[www.heartkidsvic.org.au](http://www.heartkidsvic.org.au)**

## Insurance

HeartKids does not indemnify you against liability for personal injury, damage to property owned by, or injury to animals owned by any person who is participating in any performance, sport, game, contest, display, event or practice in relation to this fundraising activity.

All insurance cover required is the responsibility of the Fundraiser. (e.g. public liability or wet weather insurance for an outdoor event)

## Raffles

The running of fundraising raffles is regulated by each state and territory in Australia. There are differing conditions and requirements imposed on the Fundraiser depending on the prize pool value and state location. As the Fundraiser it is your obligation to check what the requirements are for your particular state or territory.



Monies raised through a raffle cannot be used to pay any fundraising expenses. All proceeds raised by a raffle need to be donated to HeartKids. The only expenses that can be taken out of funds raised by a raffle are those that are strictly raffle related, e.g. raffle ticket printing, and raffle tickets.

## **Donating the proceeds of your fundraising activity**

Please forward payments to HeartKids within 14 days of the fundraising activity. You can transfer the funds in the following ways:

### **Bank Transfer**

Bendigo Bank  
BSB: 633 000  
Account Number: 123078693  
Account name: HeartKids Victoria Inc  
Ref: Your name / Fundraising / name

### **Cheque or Money Order**

Made payable to HeartKids Victoria Inc  
PO Box 803, Parkville, Vic, 3051

## **Receipts and Financial Records**

Your receipt will be issued once the following items have been received by HeartKids;

- ♥ Proceeds from your fundraising activity
- ♥ Statement of income and expenditure
- ♥ Receipt books

Individual tax deductible receipts can only be issued by HeartKids to people giving donations of money.

## Fundraising terms and conditions

To obtain approval for an Authority to Raise Funds from HeartKids the following fundraising terms and conditions need to be accepted and an application to raise funds form completed and submitted for approval.

HeartKids will issue you with an authority to raise funds letter, which will enable you to undertake fundraising on behalf of HeartKids, when:

- ♥ A written and signed copy of the Application for Authority to Raise Funds has been received;
- ♥ HeartKids is satisfied that the fundraising activity will produce an appropriate return after expenses have been deducted;
- ♥ HeartKids is satisfied that the fundraising activity fits in with the aims and values of HeartKids;
- ♥ HeartKids is satisfied that the fundraising activity is not high risk.

The fundraising activity, including the financial aspects, fundraising, raffles, record keepings and management of the activity shall be conducted in your (the Fundraiser's) name and is the sole responsibility of the Fundraiser.

A Fundraiser has no power to bind HeartKids in any manner whatsoever or to take any action or do any act or thing in the name of HeartKids. Fundraisers must make it clear when dealing with the public, sponsors and supporters that they are not representing HeartKids and they are only raising funds that will be forwarded to HeartKids.

The Fundraiser indemnifies HeartKids against any liability, action, claim, suit, damage, cost and expense (including all legal fees) suffered by HeartKids to the extent that a claim or action brought against HeartKids is connected to, in relation to, or arising out of, the Fundraiser's:- (a) negligence; or (b) breach of, or default under, this Agreement.

The Fundraiser releases HeartKids from and indemnifies HeartKids against any liability for any injury, accident or other loss, whether physical or financial, suffered by the Fundraiser or its personnel in the course of conducting the fundraising activity.

HeartKids is not able to take a co-ordination role in your activity, such as soliciting prizes, organising publicity or celebrities, assisting with ticket sales, or providing goods and services to assist the Fundraiser in running the activity. The fundraising activity needs to be promoted and conducted by the Fundraiser in compliance with all relevant laws and regulations and the Fundraiser must apply for any permits and authorities that may be required. Such permits may include obtaining "Police Clearance or "Working with Children Clearance". Copies of all permits must be sent to HeartKids.

HeartKids expects a reasonable level of liaison and information regarding your fundraising activity. Any changes made from the details provided on the Application to Raise Funds must be reported to HeartKids within fourteen (14) days of the date of the change and before the commencement of the fundraising activity.

HeartKids requires that there be no door-to-door appeal, street collections or telephone solicitation of any kind to the public in connection with the fundraising activity.

### Financials

All fundraising activities must be self-funding. HeartKids will not be held liable for any losses or expenses incurred, by you, in any circumstances.



The Fundraiser must take all reasonable steps to ensure that the expenses do not exceed a fair and reasonable proportion of the gross proceeds obtained from the activity. As a guide, expenses should not exceed 40% of the fundraising activity revenue, not including raffle or auction proceeds.

The proceeds from the fundraising activity and a statement of income and expenditure, along with copies of receipts for all expenditure, receipt books, collection tins, unused promotional material, fund raising equipment or stationery are to be forwarded to HeartKids within fourteen (14) days of the conclusion of the event. The Fundraiser must keep an accurate record of income, expenses and net proceeds from fundraising activities for twelve (12) months.

Individual tax deductible receipts can only be issued by HeartKids for people making monetary donations of \$2.00 or more. If a donor would like a receipt, please send a list including the name, address, phone number and donation amount and a receipt will be issued from HeartKids.

Monies raised through a raffle cannot be used to pay any fundraising activity expenses. All proceeds raised by a raffle need to be donated to HeartKids. The only expenses that can be taken out of funds raised by a raffle are those that are strictly raffle related, e.g. raffle ticket printing, and raffle tickets.

Please note that HeartKids Victoria cannot provide tax deductible receipts for non tax deductible items such as sponsorship, ticket purchases, entry to an event, donations of goods or services, raffle tickets and auction purchases. However, letters of acknowledgement can be provided for donations of goods.

## **Advertising and use of the name and logo**

The Fundraiser is not permitted to use the name or logo of HeartKids without written approval from HeartKids. At no time can your fundraising activity be advertised as a HeartKids event. However, it can be referred to as an event supporting HeartKids.

HeartKids can allow you to use the tag line “proudly supporting” on all of your promotional material. For example, “this event is proudly supporting HeartKids or “funds raised will be donated to HeartKids”.

All promotional material, advertisements, media materials and press releases to be used by the Fundraiser in relation to your activity need to be submitted to HeartKids for written approval before public distribution or circulation.

HeartKids does not encourage the use of HeartKids 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 your HeartKids representative will be able to provide you with appropriate material.

## **Disclaimer**

HeartKids reserves the right to withdraw approval to fundraise should it be necessary to protect the reputation of HeartKids. If this was to occur, all fundraising and promotion must cease immediately, and the fundraising authorisation letter and all monies raised must be returned to HeartKids within seven (7) days.

This Agreement is made between HeartKids Victoria Incorporated and the Fundraiser, subject to and conditional upon the terms and conditions of this Agreement.

## Application for Authority to Raise Funds



Thank you for your interest in holding a fundraising activity for HeartKids. Please complete the below information and we'll happily assist with your event.

Is your enquiry as a:

- Parent of a Heart child       Relative of a Heart child  
(includes grandparents, aunts/uncles, siblings)       Heart child (Teen or Adult)
- Friend of a Heart child       Medical Professional       Corporate Organisation/Affiliate

Title:  Dr     Mr     Mrs     Ms     Miss     Other \_\_\_\_\_

Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Postcode \_\_\_\_\_

Mobile: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Have you ever raised funds for HeartKids before?  No  Yes

Is your fundraising activity for?

- Birthday       In Memory of       Individual  
Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_
- School       Group       Workplace  
Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Approximate number of people attending your fundraising activity:

- Under 10     10-50     50-100     100-200     200-400     400+

Name of activity:

\_\_\_\_\_

Description of activity:

\_\_\_\_\_

How will the funds be raised (e.g. ticket sales, auction, sausage sizzle etc.): \_\_\_\_\_

Proposed date of your activity: \_\_\_\_\_ proposed time of your activity: \_\_\_\_\_

Venue name & address: \_\_\_\_\_

\_\_\_\_\_

Proposed ticket price/entry fee (if applicable): \_\_\_\_\_

Has the activity taken place before? (If so, when & how much was raised): \_\_\_\_\_

Do you have a group of people working on this activity: \_\_\_\_\_?

If so please provide details: \_\_\_\_\_

Has any person working on the activity had any connection with HeartKids (if so, how): \_\_\_\_\_

\_\_\_\_\_

Will alcohol be consumed:  No  Yes

Will food be prepared and sold:  No  Yes



How do you plan to advertise the activity (please refer to the fundraising terms and conditions regarding promotional material): \_\_\_\_\_

Do you have or intend to seek public liability insurance for your activity?  No  Yes

If yes, please provide insurance details: \_\_\_\_\_

Will HeartKids be the only beneficiary of funds raised?  No  Yes

If no please list other beneficiaries and the percentage distribution of money: \_\_\_\_\_

Anticipated Income		Proposed Expenditure	
Ticket Sales / entry fee		Venue	
Sponsorship		Catering	
Raffle/s		Audio Visual	
Main Auction		Printing (invites/ tickets /posters )	
Silent Auction		Advertising	
Merchandise		Entertainment	
Donations		Prizes	
Other		Supplies (decorations / gifts / etc)	
		Security	
		Insurance	
		Other:	
TOTAL \$		TOTAL \$	

Estimated Net return to be donated to HeartKids \$ \_\_\_\_\_

Proposed HeartKids Involvement

- Use of HeartKids name and/or logo for publicity purposes (please refer to terms and conditions).
- A HeartKids representative to attend  HeartKids promotional material
- Donation Tin # \_\_\_\_\_  Receipt Book # \_\_\_\_\_

Would you like to include HeartKids merchandise on consignment as part of your fundraiser?  
(approx numbers)

- Temporary Tattoos FOC # \_\_\_\_\_  Kids Bucket Hat \$10.00 # \_\_\_\_\_
- Pens \$5.00 # \_\_\_\_\_  Water Bottle 750ml \$5.00 # \_\_\_\_\_
- Key Rings \$5.00 # \_\_\_\_\_  Teddy Bear \$20.00 # \_\_\_\_\_
- Umbrellas \$30.00 # \_\_\_\_\_  Adult T-shirts (in various sizes) \$25.00ea # \_\_\_\_\_
- Travel Mug \$5.00 # \_\_\_\_\_  Kids T-shirts (in various sizes) \$15.00ea # \_\_\_\_\_
- Adult Cap \$10.00 # \_\_\_\_\_





## Declaration

I, \_\_\_\_\_ read and accept the terms and conditions of the HeartKids fundraising guidelines above.

I hereby declare that all information supplied in this form, with the intention of raising awareness of HeartKids and conducting a fundraising activity for HeartKids, is truthful and accurate. I understand that in conducting the fundraising activity outlined in this form I, the Fundraiser, am responsible for ensuring compliance with the relevant State or Territory laws.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

*If you are under 18 years of age, please have your parent / guardian / teacher sign this form on your behalf*

Name of nominated adult supervisor:

\_\_\_\_\_

Contact Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Disclaimer:** HeartKids reserves its right to withdraw its approval at any time if it appears that there is a likelihood of the Fundraiser failing to adhere to any of the charities guidelines.

**Please post form to:** HeartKids, PO Box 803, Parkville, VIC, 3052

**Or scan and send via email to:** [HeartKids@HeartKids.org.au](mailto:HeartKids@HeartKids.org.au)