

Terms and Conditions

Fundraising for St John of God Foundation Inc (ABN 53 066 805 132)

(1 November 2013)

These are the Terms and Conditions on which the Applicant whose details appear in the attached Fundraising Application Form (**you**), may raise funds for St John of God Foundation Inc (**Foundation**).

By submitting the Application Form to the Foundation, you agree to these Terms and Conditions. The Foundation therefore recommends that you retain a copy for your records.

These Terms and Conditions, as last updated on the date indicated above, represent the entire agreement between you and the Foundation, and supersede any other representations made orally or in writing (including any previous versions of the Terms and Conditions).

1. Term

These Terms and Conditions will apply from the date you sign the Application Form and continue in force until the end of your fundraising (**Term**), unless validly terminated prior.

2. Foundation's obligations

(a) Marketing support: For the purpose of your fundraising, the Foundation will provide you with:

- (i) marketing and publicity support; and
- (ii) logos and details of corporate colours, and guidelines for using the same.

(b) Bank account: The Foundation will provide bank account details into which you may deposit funds in accordance with clause 3(c)(i).

(c) Acknowledgements: The Foundation will send:

- (i) tax invoices to donors who support your fundraising if appropriate based on all applicable laws and accounting standards, subject to clause 3(d); and
- (ii) letters of thanks on the Foundation's letterhead to those parties whom you notify us have provided financial or other support for your fundraising.

(d) Australian Tax Office audit requirements:

- (i) The Foundation will keep such records of donations and tax reclaims as may be required by the Australian Tax Office for audit purposes.
- (ii) If you make a written request to access those records, the Foundation will allow you, at your expense, to access and take photocopies of the records at a specified time during normal office hours no less than 48 hours after your request is received.

3. Your obligations

(a) Compliance with applicable laws: You must –

- (i) comply at all times with all rules of law, by-laws and regulations relevant to your fundraising; and
- (ii) without limitation to clause 3(a)(i), not breach any intellectual property rights of a third party or breach any right or duty owed to a third party.

(b) Suitability of fundraising activities: You must ensure that your fundraising activities (including associated venues) and the content you supply for the promotion of the same, will not be defamatory, obscene or inconsistent with the Foundation's values.

Guidance on the suitability of fundraising activities is available from the Foundation upon request.

(c) Fundraising integrity: You must, for each fundraising activity you conduct in association with the Foundation –

- (i) forward all net proceeds either by cheque, or by direct deposit into the Foundation's specified bank account; and
- (ii) provide the Foundation with comprehensive financial records and receipts of all expenses incurred and deducted from gross funds raised, in accordance with the guidelines and documentation requirements provided by the Foundation from time to time.

(d) Tax deductions: Before indicating to potential donors that their donation to the Foundation will be tax deductible, you must first confirm this with the Foundation.

4. Confidential Information

During the Term and for so long afterwards as it remains confidential, the parties shall treat as strictly confidential all acquired information about the other which is not in the public domain (**Confidential Information**). Neither party shall use or disclose the other party's Confidential Information without that other party's consent, except where required to do so by law. This clause 4 shall survive termination of these Terms and Conditions.

5. Termination

(a) Event of Default: It is an event of default if –

- (i) you breach these Terms and Conditions and you fail to remedy the breach within 14 days of receiving written notice of the breach from the Foundation;
- (ii) you commit 3 breaches of these Terms and Conditions over any 12 month period, whether or not we gave you notice of the breaches and whether or not you have rectified the breaches;
- (iii) you cease, or threaten to cease, to carry on business, go into liquidation, are made bankrupt or enter into any arrangement for the benefit of creditors;
- (iv) you do not comply with any reasonable direction from the Foundation in relation to your fundraising;
- (v) you or any or your directors (if you are an incorporated body), are convicted of a criminal offence; or
- (vi) the Foundation believes that its reputation is, or is likely to be, damaged by something you have done.

(b) Termination: The Foundation may terminate these Terms and Conditions:

- (i) immediately by giving you written notice at any time if the Foundation considers that you have committed an Event of Default; or
- (ii) for any reason by giving you at least 30 days written notice.

6. Governing law

These Terms and Conditions are governed by the laws of Western Australia and are subject to the jurisdiction of the Courts of that State.