



Individual Cause

Online Fundraising Agreement for the provision of everydayhero Online Fundraising Services

Period of Agreement:

Commencement date: ____/____/____ (everydayhero to insert)

Expiry of appeal date: ____/____/____

Sanction or fundraising license number: _____

The parties:

everydayhero Pty Ltd (ACN 117 080 430)

and

_____ (“the Entity”)
(name of your cause)

The arrangements agreed upon:

everydayhero shall provide the Entity with online fundraising services so that donations can be made online to the Entity by Donors using a credit card, BPay, Australia Post billpay or by cheque. Fundraisers for the Entity will be able to create individual Hero Pages to appeal for online donations to the Entity.

everydayhero will provide the Entity with all information required to utilise the online fundraising services and the track online donations to the Entity.

everydayhero will receive donations to the Entity into its Bank Account, and will then pay the Entity by electronic transfer the net payment amount (total of donations received in a fourteen day period after deduction of the Service Fee) every fourteen days into its nominated bank account.

everydayhero will keep a separate Management Account for the Entity showing all donations received, service fees deducted and transfer of donations to the Entity.

everydayhero will provide the Entity with password-protected access to this account and the names and addresses of the Donors who have made donations.

The Entity will pay a Transaction Fee comprised of a service fee of 6.5% plus GST of the gross amount of funds raised for the Entity and a credit card processing fee at current market rate costs per transaction. The Entity is offered membership to **everydayhero** free of charge.

everydayhero will secure and protect the information obtained from all users of the Website in accordance with the *Privacy Act 1988 (Cth)* and **everydayhero's** privacy policy.

The Entity will ensure that the information published on the Website relating to the Entity and its request for donations, including information placed on the website by the Entity's fundraisers, does not breach any law and does not contain material that is defamatory, pornographic, prohibited, violent or otherwise offensive.

The Entity will comply with all requirements under state and territory fundraising laws and be aware of whether it is required to hold a fundraising authority or license for this fundraising activity. Where this authority is required, the Entity will notify **everydayhero** so that the appropriate paperwork can be executed.

The Entity is responsible for any accountability of money required under fundraising laws and any license, authority or sanction to fundraise obtained under these laws.

The Entity will not expose **everydayhero** to risk of any claim, legal or administrative action. The Entity will take out and maintain any necessary insurances.

The Entity grants **everydayhero** permission to use and publish on the Website or in related publicity the information that has been provided by the Entity to **everydayhero** for the Entity's fundraising purposes. All other information shared between the Entity and **everydayhero** will be treated confidentially.

everydayhero shall indemnify the Entity against any loss or liability arising out of any breach of these terms and conditions by **everydayhero**. The Entity shall indemnify **everydayhero** against any loss or liability arising out of any breach of these terms and conditions by the Entity.

If a dispute arises between the parties relating to the activities subject of these terms and conditions, then the parties shall attempt to resolve the dispute informally between themselves. If the parties are unable to resolve the dispute informally, a party may refer the matter in writing to a representative of each party for resolution and the parties will bear their own costs of dealing with any dispute.

Any complaint relating to compliance with fundraising laws arising in connection with activities subject of these terms and conditions is the responsibility of the Entity. At anytime the complaint is not resolved it may be referred for consideration to the relevant state or territory regulatory body responsible for the administration of the Fundraising Statutes.

If there is no expiration of the Entity's fundraising appeal imposed by state or territory fundraising laws (i.e. the expiration of a sanction in Queensland), the Entity may terminate the online fundraising services provided by **everydayhero** to the Entity by giving at least 30 days notice, or either party may terminate immediately in the event of an act that adversely affects the reputation or business of the other party. If a termination date is indicated above, the Agreement is terminated at that date.

Attachments checklist (these attachments are essential for approval of registration with Everyday Hero if there is not a license or sanction to fundraise from the relevant state authority):

Copy of authority/registration/license/sanction to fundraise obtained under state/territory fundraising laws if required

Letter from beneficiary or guardian stating they accept the appeal proceeds

Evidence of the need for the appeal (a statement or medical certificate from beneficiary's doctor)

names of organisations that will receive excess fundraising if more money is raised than required by the beneficiary's treatment or circumstances

Signed in Acceptance of the above Terms and Conditions of **everydayhero** Online Fundraising Services.

Signed by the Entity:

Signed: _____

Print name: _____

Position: _____

On behalf of: _____
(the Entity)

Address: _____

ABN: _____

Fax: _____

Date of Signature: ___/___/___

Signed by everydayhero Pty Ltd (ACN 117 080 430)

Signed: _____

Print name: _____

Position: _____

Date of Signature: ___/___/___

Please attach a copy of any authority/registration/license/sanction to fundraise obtained under state/territory fundraising laws.