

Terms and Conditions

1. PROVISION OF SERVICE

- 1.1. The Developing Foundation Charity Events (Charity Events) shall provide the Event Organiser with Event Registration Services and Donation Collection Services (Online Services) during the event promotion.
- 1.2. Charity Events will inform the Event Organiser if the service is unavailable due to maintenance or any other foreseeable factor.
- 1.3. Charity Events is building a database of supporters of local charity events and as such will send regular email news advertising Events listed on the website to the database.
- 1.4. Charity Events will secure, protect, and not use the Information provided by Event Participants or Donors other than as set out in this Agreement or as required by law [such as the Privacy Act 1988 (Cth)].
- 1.5. Charity Events will generate and send immediately an email acknowledgement to any Event Participant or Donor when registering for an event or making a donation made to the Event Organiser on the Website.

2. CHARITY EVENT'S OBLIGATIONS

2.1. Accounting

Charity Events will keep a separate MYOB event management account for each Event Organiser showing:

- (a) all event registration fees and donations received on behalf of that Event Organiser;
- (b) the amount of Service Fees deducted in accordance with clause 2.2;
- (c) all payments made from the relevant Event Organiser's MYOB account.
- (d) registration fees and donations will be paid to the Event Organiser fortnightly and a final reconciliation and payment of registration fees and donations will be paid to the Event Organiser within 14 days of the close of the event.
- (e) where an Event Organiser is a member of The Developing Foundation, the final balance in the event management account will be transferred to the member's Family Account which is managed by The Developing Foundation.

2.2. Service Fees

- (a) Charity Events will charge a 10% service fee plus GST.
- (b) Members of The Developing Foundation will be not charged any additional fees.

2.3. Provision of Information

Charity Events shall provide the Event Organiser with:

- (a) the name and addresses of the Event Participants who have registered for events; and
- (b) the names and addresses of Donors and the amount donated to the event organised by the Event Organiser.

2.4. Receipts

- (a) Receipts will be provided to Donors.

2.5. Records

- (a) Charity Events will keep full and proper books of accounts and records showing clearly all transactions relating to the arrangements established under these Terms and Conditions.
- (b) The Event Organiser or its representative may, at all reasonable times and on at least 10 Business Days notice examine and take copies of the books, records and documents of Charity Events which relate to the Event Organiser.

2.6. Fundraising Regulations

- (a) Charity Events undertakes to comply with all applicable law, rules and regulations.
- (b) If the Event Organiser holds an Authority under a Fundraising Regulation which requires that a written Agreement when completed by the parties be provided to the department administering the Fundraising Regulation, Charity Events will provide a copy of the signed Agreement to that department (applicable in Queensland and New South Wales at present).

3. EVENT ORGANISER OBLIGATIONS

The Event Organiser must:

- (a) comply with all conditions of its Fundraising Authority and all applicable Fundraising Regulations
- (b) advise The Developing Foundation, as soon as practicable, of any changes to its Authority or to its tax status;
- (c) take out, and maintain until the termination of this Agreement, all necessary insurances including professional indemnity insurance, worker's compensation and public liability insurance;

4. INDEMNITY IN FAVOUR OF CHARITY EVENTS

The Event Organiser shall at all times release and indemnify Charity Events, its servants and agents from and against any Loss (including reasonable legal costs and expenses) or liability incurred by Charity Events arising from any claim, demand, suit, action or proceeding by any person against Charity Events, its servants and agents where such Loss or liability arose out of, in connection with, or in respect of:

- (a) the Event Organiser information excluding any negligence or deliberate act by Charity Events in the use of the Event Organiser Information;

- (b) any breach by the Event Organiser of an Authority or of a condition in any Authority;
- (c) any breach of any Fundraising Statute or other relevant Act or Regulation by the Event Organiser;
- (d) any breach by the Event Organiser of this Agreement; or
- (e) any information given or representation made to Charity Events prior to entering this Agreement or during or after its Term excluding any negligence or deliberate act by Charity Events in relation to such information or representation.

5. INDEMNITY IN FAVOUR OF EVENT ORGANISER

Charity Events shall at all times release and indemnify the Event Organiser, its servants and agents from and against any Loss (including reasonable legal costs and expenses) or liability incurred by the Event Organiser arising from any claim, demand, suite, action or proceeding by any person against the Event Organiser, its servants and agents where such Loss or liability arose out of, in connection with, or in respect of:

- (a) any breach by Charity Events of this Agreement; or
- (b) any information given or representation made to the Event Organiser prior to entering this Agreement or during or after its Term.

6. CONFIDENTIAL INFORMATION

- (a) Charity Events and the Event Organiser shall treat as confidential any and all information which is furnished or disclosed by one party (the Disclosing Party) to the other party (the Receiving Party) during the term of this Agreement which is acquired as a result of the use of the Website and the Online Services and which is not in the public domain.
- (b) The Receiving Party shall not disclose to any third party any such confidential information without the Disclosing Party's consent, except where required to do so by law.
- (c) The Receiving Party will notify the Disclosing Party promptly of any unauthorised use or disclosure of confidential information and cooperate with and assist the Disclosing Party in every reasonable way to stop or minimize such unauthorised use or disclosure. This section shall survive any expiration or termination of the Agreement.