



# TERMS AND CONDITIONS

## General

These terms and conditions are governed by the law in force in the State of Queensland. Youturn Youth Support may change or modify these terms and conditions at any time and you agree to be bound by these terms and conditions as changed or modified. Notice of any changes or modifications will be provided by publishing the revised terms and conditions on this website only and separate notification will not be given to you individually.

## Marketing

Youturn Youth Support uses images, videos and other marketing collateral in its digital and print media. Any intellectual property rights in these materials belongs to Youturn and must not be used or reproduced in any way without Youturn's express written consent.

Youturn Youth Support respects the privacy of its clients and will not use any images or video footage of clients unless they have consented to such use.

Details on Youturn Youth Support and its entities can be found [here](#).

## Website

Use of this website is governed by these terms and conditions and the [Privacy Policy](#) found on this website.

Information on this website is of a general nature. Youturn Youth Support has made reasonable endeavours to ensure that information on this website is accurate, reliable and complete. Due to business developments the information on this website may change from time to time. To ensure that you receive the most up to date information you should not rely on all statements or representations made on this website and should contact Youturn as required. No warranty of any kind, implied, express or statutory, is made by Youturn in relation to the accuracy, adequacy, reliability or completeness of the information and materials on this website and Youturn expressly disclaims liability for errors or omissions in such information and materials.

If you have any questions, please [contact us](#).

## Other websites

To the extent permitted by law, Youturn Youth Support will not be liable in any way for any loss or damage which may be suffered by you in relying on the statements and representations made on this website, or through use or access to this website, or Youturn's failure to provide this website. This site may be linked to other sites that are not maintained by Youturn Youth Support. Youturn is not responsible for the content of those sites and does not accept responsibility for the use or reliance of material of any website which is referred to or accessed through our websites. The inclusion of any link to such sites does not imply endorsement by Youturn Youth Support of the sites.

## Website intellectual property

All intellectual property and copyright in this website or any other marketing collateral (in print or digital form) is owned by Youturn Youth Support, unless otherwise stated.

You are permitted only to access and download the contents on the website pages temporarily and for the sole purpose of viewing the information for personal use. If you have downloaded any material from our website under a Creative Commons licence, then the material must only be used in accordance with the licence.

Except for the use outlined above, or as otherwise permitted under the Copyright Act 1968 or other applicable laws and regulations, no information on this website may be permanently copied, reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form, in whole or in part, by any process and you may not create derivative works from any part of this website or commercialise any information obtained from any part of this website without the specific written consent of Youturn Youth Support.

## Cookies

Youturn Youth Support uses third parties to track data on this website to improve its performance and to enhance your browsing experience. If you disable, remove or reject tracking, then you may not be able to access the full functionality of this website.

## Donations and Refunds

Youturn Youth Support is registered as a charity with the Australian Charities and Not for Profits Commission.

All pricing and transactions on this website are stated in Australian Dollars (AUD) and are secured using [128 Bit Secure Socket Layer \(SSL\) encryption technology](#).

By completing a donation you certify that: 1. you accept the Terms & Conditions and the [Privacy Policy](#), 2. you understand you can cease communication, or access and change your personal information by calling +61 7 5442 4277 or emailing [community@youturn.org.au](mailto:community@youturn.org.au).

We only use your information to process your donations and communicate with you about our charitable objectives.

Donations by individuals can be made in the form of one-off donations, regular gifts or bequests. Youturn Youth Support will determine where the funds are directed within its services. If a donation is designated to a specific project, Youturn Youth Support will use reasonable endeavours to direct that donation to the designated project but is not obligated to comply with such requests. Donations of gifts in kind will also be directed as determined by Youturn.

Youturn Youth Support can provide official receipts for approved donations of \$2.00 or more. Donors providing single gifts receive a receipt for each donation and regular gifts receive an annual receipt, unless otherwise requested. Youturn Youth Support accepts anonymous donations but is unable to issue a tax-deductible receipt to the donor in such circumstances.

## Online Donations

This website is enabled for online donations using a secure donation server. However, despite the security on the website, you should be aware that there are risks in transferring information across the Internet.

We record on our fundraising database the donor's name, address, email, telephone, and amount donated. Our fundraising database is [protected by secure user IDs and passwords](#), to help protect it from misuse, unauthorised access, modification or disclosure. For more details on the collection and use of donor

data, please see our [Privacy Policy](#).

To cancel recurring donations, notification is required at least 10 clear business days prior to the next scheduled payment date to affect any cancellation.

## Refunds

To seek a donation refund you must contact Youturn Youth Support within 14 days of receipt by phone on +61 7 5442 4277 or emailing [community@youturn.org.au](mailto:community@youturn.org.au).

Any donation, purchase or other transactions made through the website by a user inserting that user's credit card details is final and not disputable. Where there has been an unauthorised use of a user's credit card, and the unauthorised nature of that use is proved on the balance of probabilities, then the donation may be considered for refund.

Youturn Youth Support thoroughly considers all requests for a refund and will ensure that genuine errors are corrected, however we are under no obligation to give refunds and the decisions on refunds will be at Youturn's discretion. If you would like to request a refund please provide details of how you made the donation, the amount, the date and the circumstances justifying your request.

If a donation is refunded, the associated tax receipt is no longer valid and should be securely destroyed. Please note it is your responsibility to submit correct receipts to the ATO (Australia Taxation Office).

## Community Fundraising

### Fundraising for Youturn Youth Support - Terms & Conditions

These Terms of Agreement provide the basis for a fundraiser/event to be organised by the Community Fundraiser on behalf of Youturn Youth Support. By signing and returning the Application to Fundraise, the Community Fundraiser indicates acceptance of these terms and conditions and there after these terms and conditions will form the basis of any dealings between Youturn Youth Support and the Community Fundraiser in relation to the fundraiser/event.

"Community Fundraiser" means the individual or organisation holding the fundraiser/event for the benefit of Youturn.

Youturn Youth Support cannot accept funds raised in a way that is contrary to our values or is seen to compromise or contradict the work Youturn Youth Support does. As a general rule Youturn Youth Support will NOT enter into a fundraising agreement or

accept donations from individuals, groups or corporations (as cash, pro-bono or gifts in kind) that involves the following:

- Illegal activities
- Violence
- Discrimination
- Irresponsible use or sale of Alcohol (and/or drugs)
- Gambling
- Tobacco
- High safety risks
- Risks to children and young people
- Nudity or sexual imagery

## Approval

For a fundraiser to be approved, the Community Fundraiser will need to email details to our Community and Partnerships Team ([community@youturn.org.au](mailto:community@youturn.org.au)). The Community Fundraiser will be notified in writing if their proposal is successful.

Youturn Youth Support reserves its right to withdraw its approval for the activity/event at any time if it appears that the Fundraiser is failing to adhere to any of the above terms and conditions. The Community Fundraiser accepts that Youturn will not be liable for any loss or costs incurred by the Community Fundraiser as a result of withdrawing its approval.

## Authority to fundraise

Regulation and best practice in Australia dictate that any person or organisation fundraising must have an 'authority to fundraise'. The Community Fundraiser is not authorised to use Youturn Youth Support as its beneficiary charity until it has received an authorisation letter from Youturn.

The 'authority to fundraise' will be sent by Youturn Youth Support after:

- we have received a written and signed application from the Community Fundraiser;
- we are satisfied that the fundraiser/event will produce a reasonable return after expenses have been deducted;
- we are satisfied that the fundraising activity aligns to the aims and values of Youturn Youth Support
- we are satisfied the fundraising activity is not high risk.

The fundraiser/event shall be conducted in the Community Fundraiser's name and is the

sole responsibility of the Community Fundraiser. The Community Fundraiser is responsible for all aspects of the fundraiser/event including event organisation, publicity and prizes and compliance with applicable laws and regulations. The Community Fundraiser is expected to understand circumstances as to when a receipt can be issued and the charitable rules and regulations around donations. The Community Fundraiser may fundraise during the approved dates only, and only for the approved event or activity indicated in the Authority to Fundraise letter. If one wishes to extend or change any aspect of their fundraising event or activity, additional approval from Youturn Youth Support needs to be sought.

Youturn Youth Support is not able to take a coordination role in Community Fundraising activities and its officers cannot assist in soliciting prizes, organising publicity, or providing goods or services to assist the Community Fundraiser in the running of the fundraiser/event. If the Fundraiser would like a representative of Youturn Youth Support to attend the activity/event, they should notify Youturn as early as possible. Youturn cannot guarantee attendance, but we are always able to provide a comment to be read out or a video to be played on our behalf.

## Legal implications

The event/fundraiser must meet the requirements of relevant State and Territory laws and regulations. The information given to Youturn Youth Support must be available to regulatory authorities on request. Youturn does not provide legal advice regarding compliance with these laws and regulations.

## Youturn Youth Support's reputation

Because of the nature of our organisation, we wish to support activities that ideally align to our values and focus areas. There are some events and activities, with which we cannot be associated nor endorse, including:

- extreme sports such as parachuting, paragliding or bungee jumping,
- motor vehicle and motor bike racing and activities that involve marine racing unless the Fundraiser provides evidence of public liability insurance to cover themselves and their participants;
- gambling;
- games of chance that do not comply with State legislation;
- activities of a sexual nature; or
- activities that promote harm to self or the environment.

## Insurance

Youturn Youth Support is unable to provide public liability insurance cover to Community Fundraisers. Youturn Youth Support accepts no liability for personal injury, property

damage or death arising in any manner from a fundraiser's activity. Community Fundraisers must make sure that they take out an insurance policy which covers any risk associated with their fundraising activity or event.

## Using the Youturn Youth Support name and logo

Please remember that the event will not be Youturn's event, but an event to raise funds for donation to Youturn Youth Support.

All material with which the Youturn Youth Support name and logo is to be associated must first be approved by Youturn.

If the Community Fundraiser wishes to utilise the Youturn Youth Support name and/or logo on any materials or products, the Community Fundraiser must obtain prior permission from our Community and partnerships team on: [community@youturn.org.au](mailto:community@youturn.org.au)

## References to Youturn Youth Support

If the Community Fundraiser wishes to refer to or promote Youturn Youth Support, it must refer to Youturn as "Youturn Youth Support or Youturn Limited".

## Printed materials

Any material, pamphlets, brochures or products must be submitted to Youturn Youth Support for approval before a request to use the logo will be granted. All printed material including media releases must be forwarded to Youturn for approval prior to being printed or circulated.

## Use of the logo

Permission to use the Youturn Youth Support logo must be requested and will attract conditions to be negotiated between Youturn and the Community Fundraiser, especially if the use of the logo is for marketing activities of the organisation.

## Finance, records and receipting

The financial aspects of fundraising, raffles, record keeping and management of the fundraiser/event are entirely the responsibility

of the Community Fundraiser and the Community Fundraiser must comply with the relevant State or Territory laws and regulations.

The following is a summary of financial reporting typical of that required from Community Fundraisers which is needed to protect the public interest:

- set-up and maintain proper financial records and accounts which can be audited if necessary;
- provide Youturn Youth Support at the outset with an accurate estimate of expenses and the likely proceeds of the fundraiser/event;
- money raised and details of actual income and expenditure must be returned to Youturn Youth Support within four (4) weeks of the fundraising activity. Once Youturn Youth Support confirms receipt of the funds. A certificate of acknowledgement of funds raised (usually for substantial funds received, or for a large event) can be issued upon request; and
- Youturn Youth Support cannot pay expenses incurred, but the Fundraiser can deduct necessary expenses from the proceeds of the event, provided they are properly documented. (Total expenses must be less than 40% of total proceeds).

## Receipts

Youturn Youth Support can provide official receipts for approved events. Tax-deductible receipts can only be issued to people donating money of \$2 or more. The Community Fundraiser must keep a register of all attendees/ supporters eligible for a tax-deductible receipt. Schools, organisations or fundraisers who have collated individuals' donations cannot receive a tax receipt for the collective donation amount. It is the responsibility of the Community Fundraiser to understand:

- circumstances when a receipt can be issued, and to whom, NB: The following are not tax-deductible: Ticket purchases (e.g. raffle), entry to an event, donations of goods or services, auction purchases, or purchase of a device. Also, no personal tax deductions can be claimed for monies received and/or donated on behalf of-, or by others;
- the legal implications of issuing receipts and the necessity of returning official receipts books (used and unused) to Youturn Youth Support; and
- reconciliation and collection of funds, which needs to be counted/verified and witnessed by a minimum of two people and accurately recorded by the Fundraiser as outlined by charitable fundraising laws and regulations in the relevant state.

## Feedback and complaints

Feedback or complaints can be provided [here](#).

