

Fundraising Agreement

DEED POLL AND DISCLAIMER

THIS DEED is signed by the Fundraiser whose name and address are set out below, for the benefit of Schizophrenia Australia Foundation (trading as SANE Australia) (a company limited by guarantee and a national charity helping people affected by mental illness ABN 92 006 533 606) and all of its related entities and the officers, employees and agents of SANE and its related entities (together 'SANE').

RECITALS

- A. The Fundraiser proposes to conduct or be involved in an activity that the Fundraiser intends will result in money being donated to SANE or will otherwise benefit SANE's activities to help people affected by mental illness (the 'activity').
- B. As part of the activity, the Fundraiser proposes to make known that the purpose of the activity (in whole or in part) is to benefit SANE and/or the people helped by SANE.
- C. SANE is concerned to encourage the Fundraiser but, in doing so, is not able to accept any responsibility or liability for the actions or decisions of the Fundraiser or otherwise in connection with the activity.
- D. SANE has explained to the Fundraiser that, to protect itself against any such responsibility or liability, it is necessary for the Fundraiser to agree to the terms below and, because SANE may not be giving anything to the Fundraiser in return for that agreement, this document must be signed by the Fundraiser in the form of a deed.

THIS DEED WITNESSES:

1. By the execution of the Deed, the Fundraiser agrees and acknowledges that:
 - (a) SANE is not responsible or liable for any loss or damage suffered by the Fundraiser or by any other person, company or organisation resulting (in whole or in part, directly or indirectly) from the activity or from any other act, omission, default or neglect on the part of the Fundraiser;
 - (b) unless otherwise agreed by SANE in writing and then only to the extent provided in that agreement, the Fundraiser is not an employee or agent of SANE and has no authority to execute any document, enter into any agreement or otherwise to act or speak on behalf of SANE ;
 - (c) SANE has not approved the activity nor satisfied itself that the activity is safe or legal;
 - (d) unless otherwise required by legislation and then only to the extent so required, SANE is not in any way responsible for ensuring that any money or other benefits generated by the activity will be passed to SANE or from the Fundraiser to the people helped by SANE; and
 - (e) SANE is not liable to pay the Fundraiser any fee or commissions or reimburse the Fundraiser for any expenses.

2. The Fundraiser will not either directly or indirectly make any claim or representation that is contrary to what is set out in clause 1 above.
3. The Fundraiser will not use the SANE name, logo or other property of SANE in any advertising or promotional material or otherwise in association with the activity or in association with the Fundraiser, unless SANE has first approved such use in writing.
4. The Fundraiser releases and indemnifies SANE from and against any breach by the Fundraiser of this Deed and any claims or demands that the Fundraiser or any other person, company or organisation might otherwise have or make against SANE in relation to the activity or for any act or omission of the Fundraiser.

NAME of fundraiser

ADDRESS of fundraiser

SIGNED, SEALED AND DELIVERED by the Fundraiser named above.

WITNESSED BY (signature)

NAME OF WITNESS (printed)

DATE

<p>Please return to Development Manager SANE Australia PO Box 226 SOUTH MELBOURNE VIC 3205</p>
