

Landcare NSW Limited

Deductible Gift Recipient (DGR) Policy

July 2023



Overview

Landcare NSW is a not-for-profit organisation with an Australian Tax Office (ATO) approved Deductible Gift Recipient (DGR) status. This allows supporters and donors to receive a tax deduction for donations they make to Landcare NSW. The Landcare NSW deductible gift recipient (DGR) is only available to current financial members of Landcare NSW Incorporated.

Use of Landcare NSW's DGR status by Landcare Groups, Networks and Regional Bodies

This policy outlines the requirements for member groups, networks and regional bodies when seeking to utilise Landcare NSW's DGR status for fundraising activities.

It is imperative that Landcare NSW's DGR status is protected, and its use is compliant with guidelines set by the ATO.

The ATO guidelines prohibit Landcare NSW acting as a "mere conduit", which means that the donor cannot direct where the gift is to be applied. Landcare NSW Board of Directors and Public Fund Committee are required to allocate funds in accordance with Landcare NSW's mission and purpose.

This policy applies to all types of fundraising a Landcare group, network or regional body wishes to undertake in support of Landcare NSW's program of supporting activities which are consistent with Landcare NSW's fundraising purposes, included but not limited to the following:

- a) Workplace giving
- b) Regular giving
- c) Fundraising events (including peer to peer)
- d) Appeals and crowdfunding
- e) Major donor campaigns
- f) Trusts and Foundations/Grants

Groups, networks and regional bodies that receive ad hoc/one-off donations must agree to the following:

- a) Donated funds will be applied in a manner consistent with Landcare NSW's mission and purpose.
- b) All decisions as to the application of donations received from donors will be made by Landcare NSW. Donated funds will be applied in a manner which supports Landcare NSW in achieving its objectives. It is open to a donor to express a wish as to how it would like the donations to be applied. However, Landcare NSW will not be bound to act in accordance with that wish.
- c) All approved donations received with a request it be used for any group, network and regional body will be receipted from Landcare NSW (with the group, networks and regional bodies mentioned on the receipt or in the thank you letter, if applicable). Groups, networks or regional bodies do not have the legal authority to issue receipts for donations received by Landcare NSW.
- d) Letters of acknowledgment for these funds may be sent to the donor by the recipient organisation when Landcare NSW advises the transfer has occurred.
- e) All donations over \$2 are tax deductible.
- f) Group, network or regional body do not have the legal authority to offer Landcare NSW's tax deduction status to supporters.
- i) Each donation will incur a 2.5% administration fee. Landcare NSW may, in its absolute discretion, waive or reduce the administrative fee in appropriate circumstances, e.g. where donations are small or infrequent.

Groups, networks and peak bodies conducting their own fundraising campaigns must adhere to the following:

- a) Groups, network or regional bodies must enter into an agreement with Landcare NSW.
- b) All requests for fundraising activity approval must be in writing 10-15 business days prior to the commencement of the proposed activity.
- c) All campaigns and campaign materials will be reviewed by Landcare NSW to ensure they are consistent with Landcare NSW's purposes and that marketing messages are appropriate. Any communications to the public made in the course of carrying out a fundraising activity shall be truthful and nondeceptive.
- d) Landcare NSW reserves the right to refuse a third party fundraising campaign if it is likely to have an adverse impact on Landcare NSW fundraising activities.
- e) Fundraising activities conducted by the group, networks or regional bodies will comply with all relevant laws.
- f) All funds raised by the groups, networks or regional bodies via their fundraising activities will be for the purpose of the campaign already approved.
- g) Groups, networks and regional bodies will require a certificate of fundraising issued by Landcare NSW to show public supporters that their fundraising activity is legitimate.

h) Landcare NSW has the right to cease any fundraising activities if there is evidence that they may be detrimental to the name of Landcare NSW.

i) Landcare NSW will negotiate a percentage of the total funds raised to cover administration and approval costs (excluding any out of pocket expenses).

j) Services requested beyond the review and approval process will incur an extra charge.

Landcare NSW privacy/data policy

a) All personal information collected by Landcare NSW is confidential and is not for sale or to be given away or disclosed to any third party without the donor's consent.

b) All fundraising receipts will be branded by Landcare NSW and not the group, network or regional body.

c) All fundraising activities must include an opt-out option for supporters and prospects if they do not wish to receive any further communications from Landcare NSW and groups, networks and regional bodies.

d) Groups, networks and regional bodies cannot sell or give away any personal information of the supporter. Landcare NSW will cease any further fundraising activities with any group, network or regional body engaging in this activity.

e) Landcare NSW has the right to contact all supporters regarding any of its fundraising activities or initiatives, otherwise indicated by the supporter.