



## Trader's Agreement #2023 1186

BETWEEN **Dee Handyside Music 24 265 072 546** hereinafter referred to as *the Fundraiser*, and the Australian Cancer Research Foundation ABN 27 076 461 360, hereinafter referred to as *ACRF*.

### RECITAL:

*ACRF* will be a beneficiary of proceeds raised by **Dee Handyside Music** during the months of February 2023 – February 2024. *ACRF* will receive \$19.03 per \$50 sale of the individual & group Host at Home Kits, or 38% of gross proceeds of each sale by Dee Handyside Music through the Silk Rags Project after referred to as *Appeal*. *Silk Rags Project* will be operating at <https://www.thesilkragsproject.com/>.

### CONDITIONS TO BE OBSERVED IN CONDUCTING THE APPEAL

1. **Appeal to be conducted in compliance with the law**  
The *Fundraiser* agrees to comply with the provisions of the Charitable Fundraising Act 1991, (NSW) and with regulations made under the Act.
2. **Period of appeal**
  - a) The appeal will commence from **1 February 2023** and end on **1 February 2024**. Should both parties agree, the Agreement will be extended for a further term.
  - b) This Agreement ends in accordance with clause 12 below.
3. **Expenses**  
The *Fundraiser* will bear all expenses incurred in the course of organising and conducting the appeal.
4. **Payment of money raised by the appeal**
  - a) Donations will be calculated on a **quarterly basis**. In the final week of each quarter the *Fundraiser* agrees to send *ACRF* a statement outlining sales for the previous quarter and the amount representing *ACRF*'s share of those sales.
  - b) At the same time, payment of funds raised during the specified period will be made by cheque or electronic funds transfer to *ACRF*.
5. **Inspection of Records**
  - a) The *Fundraiser* agrees to allow *ACRF* to inspect, audit and make copies of any records of account relating to the conduct of the fundraising appeal. In doing so, *ACRF* must comply with privacy laws and not disclose any confidential information regarding the business.
  - b) If *ACRF* wishes to make such an inspection, it is required to provide the *Fundraiser* reasonable notice to conduct the inspection during normal business hours

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**Chief Scientific Officer:**  
Dr I Brown FTSE

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www.acrff.com.au



- c) The *Fundraiser* undertakes to ACRF that all financial dealings by the *Fundraiser* will be held in the most honest and agreeable fashion, but if for any reason an audit finds that money raised on behalf of ACRF has not been paid, the *Fundraiser* will promptly forward the deficiency and pay all reasonable costs incurred in the audit.

## 6. Advertising

The format and content of all advertising, notices and information to be published in relation to the appeal will be submitted to ACRF for approval prior to publication.

## 7. Licence to use Charity Logo

- a) For Australia, ACRF grants the *Fundraiser* a non-exclusive, non-transferable revocable licence to use the approved Proudly Backing ACRF logo and trademark in relation to the appeal.
- b) The Proudly Backing ACRF logo is the whole of the logo including the words and the crab graphic device which is the trademark of ACRF. The logo will not be altered or adjusted in any way and will be accompanied by the following words, or similar: "The *Fundraiser* proudly supports Australian Cancer Research Foundation" on any hard copy and or digital material sent out by the *Fundraiser* which carries the Proudly Backing ACRF logo.
- c) The *Fundraiser* must submit, for ACRF's prior approval, any use which the *Fundraiser* propose to make of the Proudly Backing ACRF logo. Unless revoked earlier, this licence to use the ACRF logo and trademark will terminate at the end of the appeal.

## 8. Standards and Responsibilities

The *Fundraiser* agrees to:

- a) Make no written or oral statements regarding this fundraising appeal which are known or could reasonably be expected to be known to be false or misleading;
- b) Provide proof of the authority provided by ACRF to the *Fundraiser* on request from participating customers (e.g. this Trader's Agreement);
- c) Provide high quality products and service at all times and to strive to inspire and sustain consumer confidence;
- d) Maintain the highest standards of safety;
- e) Not engage in any form of selling, promotion, operation, advertising, publicity or other activity likely to bring ACRF into disrepute.
- f) On cessation of the appeal, promptly withdraw from the marketplace any and all materials bearing the logo and name of ACRF.
- g) At all times act in good faith and promote its relationship with ACRF in a professional manner.

## 9. Indemnity

The *Fundraiser* agrees to indemnify ACRF against damages, expenses, losses or liabilities suffered or incurred by ACRF at any time as a result of any misconduct by the *Fundraiser* during the appeal.

## 10. Insurance

ACRF does not provide insurance cover for any *Fundraiser*. In signing below the *fundraiser* confirms that insurance cover has been or will be obtained by them if relevant to the fundraising appeal.

The *Fundraiser* agrees to effect public liability, product liability & professional indemnity insurance and any other type of insurance which ACRF may reasonably request.



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## 11. Business Details

The *Fundraiser* confirms the following details are true and correct:

**Business Name:** Dee Handyside Music ABN: 24 265 072 546

**Primary Contact Name:** Diane Elizabeth Handyside

**Registered Address:** [PO BOX 226, TAMBORINE MOUNTAIN QLD 4272, AUSTRALIA](#)

**Email:** admin@thesilkragproject.com **Website:** <https://www.thesilkragproject.com/>

## 12. Termination

- a) This agreement will end once all monies raised by the appeal have been paid to ACRF and all records of income and expenditure in relation to the appeal have been provided to ACRF.
- b) ACRF reserves the right to terminate this agreement and the appeal at any time if ACRF is of the opinion that the appeal is not being conducted lawfully or that the *Fundraiser* is in breach of this agreement or that allowing the appeal to continue may damage the image or goodwill of ACRF.
- c) The *Fundraiser* may terminate this agreement by giving one month's notice in writing to ACRF of the *Fundraisers* intention to cease operating the appeal. All monies raised on behalf of ACRF up to and including the date of termination will be paid to ACRF within fifteen (15) days of the date of termination.

## 13. Resolution of disputes and complaints

If it appears to ACRF to be necessary, ACRF will convene a disputes committee consisting of one representative of each party and determine in accordance with the principles of natural justice any complaint from the public or any grievance expressed by an employee of either party in relation to the conduct of the appeal.

## 14. Variation of these conditions

ACRF may vary these conditions by written notice to the *Fundraiser* if this becomes necessary to ensure compliance with the relevant laws or the conditions of the Act. No other variation of these conditions will be effective unless in writing and signed by both parties.

## 15. Governing Law

The laws of New South Wales govern this agreement and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales and to all courts of appeal there from.



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B A C K I N G

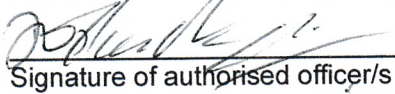
B R I L L I A N T

AUSTRALIAN  
CANCER  
RESEARCH  
FOUNDATION



The **Fundraiser** agrees to comply with the above conditions.

Signed on behalf of the **Fundraiser** by its authorised officer:



Signature of authorised officer/s

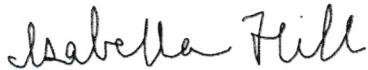
DIANE ELIZABETH HANDYSIDE

Dee Handyside, The Silk Rags Project Co-Founder

30 JANUARY 2023

Date

Signed on behalf of **Australian Cancer Research Foundation** by its authorised officer:



Isabella Hill (Partnerships and Community Fundraising Coordinator)

27 January 2023

Date



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