bears of hope®

Pregnancy & Infant Loss Support

CORPORATE FUNDRAISING

Help make a difference

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INTRODUCTION

For parents and families navigating the grief of pregnancy and infant loss, seeing the future can feel impossible. You can help give them a place to start.

Bears of Hope Pregnancy & Infant Loss Support provides leading support and exceptional care for families who experience the loss of their baby. We provide crucial information and embrace families during their difficult time of loss, and beyond. There are two key elements to our program that guide families through their choices when saying Hello and Goodbye to their much loved baby.

Families receive a Bear of Hope donated by another bereaved family. This allows the donating family to give their child's brief life purpose and a legacy, whilst filling the empty arms of another family as they walk out of the hospital without their baby. It reinforces the understanding that they are not alone and that there is an existing community of support. Families also receive extensive information, either in print or online, to help them make decisions and memories in hospital, during the memorial and beyond.

Our support services are unequalled by any other organisation. We provide counselling services, a credible foundation of parent led and psychologist facilitated support groups, private online groups, and annual community events that remember individual baby's and recognise their parents' love.

As a registered non-profit organisation we are dedicated to the care of others and reinvesting our finances and resources to ensure Bears of Hope is the leading support for pregnancy and infant loss in Australia.

Everyday in Australia:

- 6 babies are still born
- 3 babies die after birth and before their 1st Birthday
- A miscarriage occurs every 3.5 minutes

1 in 4 pregnancies end in loss

Our Values:

- Committed to achieving our vision with integrity.
- Dedicated to and passionate about making a difference.
- Respecting grief is personal and unique.
- Every family has the right to be offered support without judgement.
- Equal acceptance and acknowledgement of every loss.

Our Mission:

B ears offered at every hospital providing vital
E arly support
A n Australia wide program which provides timely and
R elevant information to families who experience
S tillbirth, miscarriage, neonatal or infant loss
O ngoing comfort and a lifetime of support
F rom families who understand
H elping to challenge and shape beliefs surrounding loss
O utstanding care
P assionate pregnancy & infant loss support
E ducation and awareness

Objectives

Bears of Hope's mission is to provide ongoing comfort, support and counselling to parents and families who have experienced the loss of a baby during pregnancy, birth and infancy.

In particular, Bears of Hope is established for the public charitable objects of:

A. relieving the suffering, distress and misfortune experienced by parents and families who have lost a baby through miscarriage, stillbirth, genetic interruption, multiple loss, neonatal or infant death, for example through:
   1. provision of online support groups;
   2. facilitating face to face support groups;
   3. hospital and home visits by Bears of Hope members and counsellors;
   4. provision of newsletters and support material;
   5. holding community and fundraising events;
   6. phone and email support;
   7. provision of support, including through supply of products and initiatives; and

B. reducing the feelings of loneliness, depression, anxiety and isolation felt by grieving parents, and their families, for example by placing them in contact with other families who have experienced similar loss;

C. initiating early support for parents who have experienced a pregnancy, birth or infant loss, and their families, for example by donating a 'Bear of Hope' and providing support literature;

D. reaching parents, and their families, who have suffered loss by forming strong relationships with delivery, maternity and early pregnancy clinics, social workers, neonatal intensive care units, general practitioners, obstetricians, IVF clinics, children's hospitals and emergency departments and others in NSW, ACT and across Australia; and

E. from time to time and on a case by case basis:
   1. making minor contributions towards research relating to grief counselling and support for those affected by the loss of a baby during pregnancy, birth and infancy; and
   2. providing incidental support to friends, colleagues and the wider community affected by the loss of a baby during pregnancy, birth and infancy.

However, the primary purpose remains the provision of direct relief to affected parents and families.

HOW YOUR FUNDRAISING makes a difference

bears of hope®

Pregnancy & Infant Loss Support

$150

could provide 2 parent counselling sessions

$350

could provide one monthly parent support group facilitated by a psychologist

$200

could fund a local Hospital Education Service

$500

could provide 16 families with a keepsake book to hold birth details and special mementos such as photos, hair clippings, hand and footprints.

$2,500

could support 50 families with a bear of hope and support package

$1,500

could fund one regional/interstate Hospital Education Service

$4,000

could fund a Grief Workshop

$6,500

could fund one cuddle cot allowing families to spend uninterrupted time with their baby

*When funded through a Cuddle Cot online fundraising page.

$10,000

could provide a Dad's Sport & Support Weekend

A legacy of love, it's yours to give.

bears of hope

CORPORATE FUNDRAISING

Does your business align with our mission and values and seeks to make a profound difference to families who experience the loss of their baby?

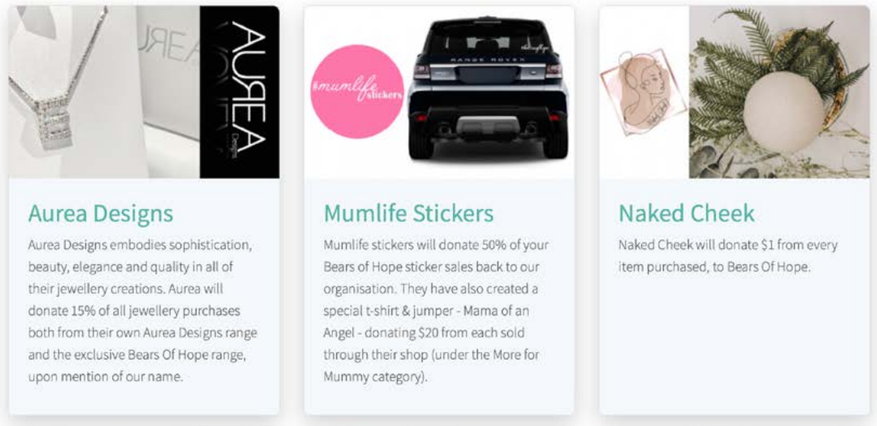
Support a dedicated and highly driven organisation who stand with families and hold space for their grief, whilst working together towards reducing the isolation after the loss of their baby.

This can include donating a portion of your sales for a period of time, a workplace match giving program for your employees, donating your time, skills, or a gift/service through to becoming a major sponsor of Bears Of Hope, our campaigns or support services

To help get you started, please see below our step-by-step guide for Corporate Fundraising, as well as ideas and suggestions to help get you started!

Businesses building hope.

The following businesses are giving back to our bereaved community through donating a portion of their sales. Please consider supporting those who support us.



THE PROCESS

Whether you are a small or large business, the process is the same and takes as little as 5 minutes to register your interest. Just follow the below steps to get yourself started.

1. Think about what your business can offer, what you would like to achieve with Bears Of Hope and decide on how you would like to provide your support. (See Fundraising Ideas for suggestions)

2. Follow the links on our website and complete the Corporate Support Application (3 simple steps)

3. Once your application form has been received, it will be processed within 48 hours.
   a. If you are donating a portion of you sales; you will be issued with your Authority Number and Corporate Trader Agreement to be signed.

4. If you have requested use of the Bears of Hope Logo, you will be issued with a separate agreement to sign in relation to 'Use of Logo'.
   a. Once this is signed and returned, you will be issued with Logo / Branding Documents.

5. You will need to issue Bears of Hope with your business logo, any photos of the item/s on offer and a brief description on your business.

6. Once all documents are signed and finalised and additional images/ details provided; Bears of Hope offers the following marketing for all corporate fundraisers:
   a. Initial social media post detailing specials / deals being offered (All traders)
   b. Ongoing / Monthly social media posts (If over 15% donation only)
   c. Inclusion on our website as a Corporate Supporter (All traders)

7. At the conclusion of your Corporate Trader Agreement, all funds must be deposited in the bank account as outlined in your Trader Agreement Terms and Conditions (see Terms and Conditions for Corporate Traders)

8. Once all funds have been received and confirmation received that there are no further funds to be received, you will be issued with an official Certificate of Appreciation and thank you letter outlining your funds raised.

The maximum period for each Corporate Trader Agreement is 12 months. If you wish to partner for longer than this, a new application and agreement is applicable for each new period.

FUNDRAISING IDEAS

There are many ways, as a business, that you can support Bears Of Hope.

We have developed a list of ideas and suggestions for businesses of all sizes. Whether you are a small, at home business operating from your kitchen or garage – or a larger business, these ideas are here to get you started. Please remember that these are just suggestions and you are welcome to put forward your own proposal.

Ideas & Suggestions

Donate a % of your sales

Decide on an appropriate % (a common % used is 20 - 25) and set a promotion period for this to be active. This can be anything from 1 week, to 1 month – up to 12 months.

Donate a fixed $ amount from each item sold / each transaction

Maybe you'd like to donate $1 from every item purchased? Or $5 from each transaction made. Decide financially what would work for your business and set a promotion period. This can be anything from 1 week, to 1 month – up to 12 months.

Sponsor an Event

Does your business provide a service or item/s that would complement one of our Fundraising Campaigns Maybe partnering with us on one of our Event Campaigns is more suitable. Please contact us to further discuss.

Create a custom Bears Of Hope Item or Range

Do you create your own items? Why not consider making a personalised Bears Of Hope range! You could then either Donate a % from the sale of this range or a fixed amount per item for all sales made from your Bears Of Hope Collection.

Major Sponsorship

Bears Of Hope seek major sponsors to help make a bigger impact on reducing the isolation for grieving families across Australia. We have put together a package with various Sponsorship options for your business to partner with us. Please contact us for further information.

TERMS & CONDITIONS

Please read the below carefully before completing our Corporate Fundraising Application Form. If you have any questions, please contact us before completing the form.

1. **Payment Terms**
   The Corporate Trader agrees to pay all Fundraising Amounts raised under this agreement to the Charity:
   i. if the Term exceeds 3 months – on the [21st] of the month following the end of each quarter (Jan-Mar, April-June, July-Sept, Oct-Dec ("Quarter")) for all Fundraising Amounts raised in that quarter or part thereof; or
   ii. if the Term is less than 3 months - within 20 business days of the end of the Term.
   All amounts are to be paid via EFT immediately into a bank account nominated by the Charity from time to time with a remittance advice sent to the Charity.
2. **Insurance**
   Each party will bear their own insurance risks associated with their participation in the Fundraising Promotion.
3. **Interpretation**
   The capitalised terms used in this agreement have the meaning set out in the Key Terms or as otherwise provided in this agreement.
4. **Agreement**
   Each of the Charity and the Corporate Trader agree to the terms of this agreement.
5. **Term**
   This agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with this agreement ("Initial Term"). The parties may agree in writing to extend this agreement for a further period at any time during the Initial Term.
6. **Expenses**
   The Corporate Trader will bear all expenses incurred in organising and conducting the Promotion.
7. **Payment of money raised**
   a. The Corporate Trader must pay the Charity the Fundraising Amounts, and all other money raised by the Corporate Trader in relation to the Charity, pregnancy or infant loss or other related purposes, in accordance with the Payment Terms.
   b. With each payment to the Charity, the Corporate Trader must provide monthly unit sales and gross income figures for the relevant period to which the payment relates.

8. **GST**
   a. Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
   b. To the extent that any supply made under or in connection with this agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided under this agreement for that supply (unless it expressly includes GST) an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.
   c. The Corporate Trader must not make any deductions from or set off any amount against payments it must make under this agreement. If the Charity or the Corporate Trader is required to withhold any tax in respect of payments under this agreement, the Corporate Trader must also pay the Charity the amount of such tax so that the amount actually received by the Charity is not less than the amount due.
9. **Records of Income & Expenditure**
   a. The Corporate Trader must keep complete and accurate records in respect of the Promotion and the Fundraising Amounts payable by the Corporate Trader including the supply of products and services the subject of the Promotion, including monthly unit sales and gross income figures in relation to the Promotion and any other records required to be kept under the Charitable Fundraising Act 1991 (NSW) and any other equivalent legislation in any other jurisdiction, and must provide copies of these records to the Charity promptly on request and in any case within one month of the conclusion of the Promotion;
   b. The Corporate Trader must allow the Charity or the Charity's auditor or accountant, at the reasonable request of the Charity, to access, inspect and copy its books and records in connection with the Promotion to ascertain whether the amounts paid to the Charity have been calculated correctly. If the inspection reveals an underpayment, the Corporate Trader must pay to the Charity within 15 Business Days of notice from the Charity the amount of such underpayment and the costs incurred by the Charity or its auditor or accountant in relation to such inspection if the underpayment equals more than 5% of the amount due to the Charity.
10. **Advertising**
    All advertising, notices, information and other material to be published or used publicly in relation to the Promotion, including packaging, POS material and website content, must be submitted to the Charity for written approval prior to publication or use. The Corporate Trader must not use such advertising, notices, information or other material unless the Charity has provided such written approval.

TERMS & CONDITIONS Cont.

11. Association with Bears Of Hope

a. Subject to the Corporate Partner obtaining the Charity's approval for advertising or promotional material relating to the Promotion pursuant to clause 0, the Corporate Trader's rights to use the Charity's name or any trademarks, logos or branding of the Charity under this agreement are limited to using the following notation, or substantially similar notation approved by the Corporate Partner, in advertising or promotional materials relating to the Promotion:

i. ["Proudly supporting Bears of Hope Pregnancy & Infant Loss Support"]

b. Other than as set out in clause 11, the Corporate Trader must not use the Charity's name or any trademarks, logos or branding of the Charity, in relation to the Promotion or otherwise, including using the Charity's name:

i. in any way which may disparage or damage the reputation of the Charity; or
ii. in any way, or in relation to any event, which promotes smoking or tobacco products; or
iii. in any trade mark or business, company or domain name.

12. Standards & Responsibilities

The Corporate Trader must:

a. ensure at all times that the Promotion is of a high quality;
b. maintain the highest standards of safety and care in relation to the Promotion;
c. not engage in any form of selling, promotion, operation, advertising, publicity or other activity likely to bring the Charity into disrepute or damage the image or reputation of the Charity;
d. disclose any third parties/charities who will also be receiving benefits from this Promotion before commencement of the Promotion.
e. ensure that the Promotion and any fundraising activities undertaken pursuant to this agreement comply with, and are conducted in a way that complies with, all applicable State, Territory and Commonwealth laws and relevant industry codes of conduct, including the provisions of the Charitable Fundraising Act 1991 (NSW), the Charitable Fundraising Regulation 2003 (NSW), any equivalent legislation in any other jurisdiction and the conditions, directions and instructions of the Charity's Fundraising Authority.

13. Indemnity

The Corporate Trader indemnifies the Charity against any liability, loss, cost, expense or damage (including all legal costs and disbursements) ("Loss") suffered or incurred by the Charity in connection with the Promotion, the Products or Services or any breach of this agreement by the Corporate Trader.

14. Insurance

The Corporate Trader agrees to effect all workers compensation insurance, public and product liability insurance and any other type of insurance required by law or included in the Key Terms for such amounts and on such terms set out in Key Terms and provide a certificate of currency in respect of such insurance on request by the Charity.

15. Confidential Information

a. Each party must hold the terms of this agreement, and information in whatever form which a party becomes aware of in relation to the other party including the other party's past, existing or future business operations, administration or strategic plans ("Confidential Information") as confidential and must not:

i. disclose or cause or permit the disclosure of such Confidential Information; or
ii. use such Confidential Information for any purpose other than for which the Confidential Information was supplied to that party or in any manner which may cause Loss to the other party.

b. Each party may disclose Confidential Information of the other party to its employees, legal advisers, auditors, consultants or other persons, to the extent such persons need to know such Confidential Information and the party disclosing such Confidential Information must use its best endeavors to ensure those persons comply with that party's obligations in clause 15.a.
c. The obligations in clause 15.a.i does not apply to the extent that information is required by law, a stock exchange or regulator to be disclosed.
d. The obligations in clause 15.a do not apply to the extent that information is in the public domain other than by breach of the receiving party, or is known to the receiving party at the time of disclosure and is not the subject of a separate confidentiality obligation.

TERMS & CONDITIONS Cont.

16. Termination by the Charity

The Charity may terminate this agreement immediately if:

a. a claim is made that the nature or conduct of the Promotion may be contrary to law or relevant industry codes of practice or, in the Charity's opinion, the Promotion or conduct of the Promotion is not lawful;

b. the Corporate Trader breaches this agreement and such breach cannot be remedied or the Corporate Trader has failed to remedy such breach within 10 business days after receiving notice from the Charity requiring it to do so;

c. in the Charity's opinion the Corporate Trader's image or reputation has been brought into disrepute or the Promotion has damaged, or allowing the Promotion to continue would damage, the image, reputation or goodwill of the Charity; or

d. the Corporate Trader suspends payment of its debts generally; is, or becomes, unable to pay its debts when they are due; is, or becomes, unable to pay its debts within the meaning of the Corporations Act; enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; ceases, or threatens to cease, to carry on business or a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Corporate Trader's assets or undertakings; or an application or order is made for the winding up or dissolution of the other party or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Corporate Trader, except for the purpose of an amalgamation or reconstruction which has The Charity's consent.

17. Termination by the Corporate Trader

The Corporate Trader may terminate this agreement by giving one month's notice in writing to the Charity of the Corporate Trader's intention to cease operating the Promotion.3 (NSW), any equivalent legislation in any other jurisdiction and the conditions, directions and instructions of the Charity's Fundraising Authority.

18. Consequences of Termination

a. On expiry or termination of this agreement, the Corporate Trader must:

i. pay all outstanding Fundraising Amounts to the Charity;

ii. provide all records of the supply of Products or Services the subject of the Promotion, income and expenditure in relation to the Promotion to the Charity, including as set out under clause 8.c;

iii. immediately cease using all materials which make reference to the Charity or the Promotion.

19. Limitation of Liability

a. Any liability of the Charity for Loss, however caused (including by the negligence of the Charity), suffered or incurred by the Corporate Trader in connection with this agreement is limited to the amount of fundraising money paid to the Charity by the Corporate Trader under this agreement. This limitation is an aggregate limit for all claims, whenever made.

b. Clause 19.a does not apply to any liability of the Charity for failure to comply with a Consumer Guarantee applicable to the agreement under Schedule 2 to the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of the Australian Consumer Law (New South Wales) or the equivalent provisions in any other relevant jurisdiction as applicable ("ACL").

c. Subject to clause 19.c, unless the services are 'services of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 3 of the ACL, the liability of the Charity for Loss, however caused (including by the negligence of the Charity), suffered or incurred by the Corporate Trader because of a failure to comply with a Consumer Guarantee is limited to the Charity (at its election), resupplying the services or paying the cost of having the services supplied again.

d. Clause 19.b does not apply if it is not Fair or Reasonable, for the purposes of s64A of the ACL or any equivalent provision in any relevant law, for the Charity to rely on it.

20. General

a. Each party must not assign, transfer or sub-license any of its rights under this agreement without the prior written consent of the other party.

b. Nothing in this agreement is intended to create any partnership, joint venture, agency relationship or other affiliation between the Charity and Corporate Trader. The Corporate Trader must not represent or hold out that it has any affiliation with or endorsement by the Charity other than as expressly set out in this agreement.

c. Any notices under this agreement must be in writing and sent to the address specified in the Key Terms or as notified to the other party from time to time. Emails are acceptable

d. This agreement is governed by the laws of New South Wales, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of New South Wales.

e. The Charity may vary these terms of this agreement by written notice to the Corporate Trader if this becomes necessary as a result of an addition, variation or deletion of an existing condition of the Charity's Fundraising Authority. No other variation of the terms of this agreement will be effective unless it is in writing and signed by both parties

TERMS & CONDITIONS Cont.

20. General Cont..

f. This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter. Any condition or warranty which would be implied by law as a term of this agreement is excluded.

g. Neither party has relied on any statement by the other party not expressly included in this agreement.

h. If a dispute arises between the parties in relation to this agreement, the Representatives must meet with a view to resolving the dispute as soon as possible, and in any event, within 3 days of notification of the dispute to the other party. Unless a party has used its best endeavors to resolve the dispute in accordance with this clause, that party may not commence court proceedings or arbitration relating to the dispute (except where that party seeks urgent interlocutory relief, in which case that party need not comply with this clause before seeking the relief).

i. Each party agrees to notify the other as soon as possible if it receives a complaint or grievance from the public or an employee in relation to the Fundraising Appeal. The parties agree to use their best endeavors to resolve any such complaint or grievance as soon as possible and, in any event, within 60 days of notification of the complaint or grievance

CONTACT US

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