

## Trader's Agreement #2024 1196

BETWEEN **Dee Handyside Music** ABN 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 the sole beneficiary of a portion of the proceeds raised by **Dee Handyside Music** for the period of **1 November 2024 to 31 October 2025**. **ACRF** will receive **38% of gross proceeds** by Dee Handyside Music through The Silk Rags Project, after referred to as *Appeal*. Individual purchase and donation breakdown below. **The Silk Rags Project** will be operating at <https://www.thesilkragsproject.com/>

### Individual Purchase and Donation Breakdown:

- 1) Electronic Audience Handout 'Not Sure What to Say & Do': RRP: \$11.50 - \$5.00 will be donated to ACRF
- 2) Printed Audience Handout 'Not Sure What to Say & Do': RRP: \$12.50 - \$5.00 will be donated to ACRF
- 3) Electronic Script of 'Powerfully Fragile': RRP: \$13 - \$5.75 will be donated to ACRF
- 4) Printed Booklet of 'Powerfully Fragile': RRP: \$18.15 - \$5.00 will be donated to ACRF
- 5) Electronic Download of Individual Songs from Genetic Album Soundtrack: RRP \$2.50 - \$0.50 will be donated to ACRF
- 6) Electronic Download of whole Genetic Album Soundtrack: RRP \$18 - \$8.25 will be donated to ACRF
- 7) CD of Genetic Album Soundtrack: RRP \$25 - \$7.25 will be donated to ACRF
- 8) Digital Card and Pin of Genetic Album Soundtrack: RRP \$20 - \$7.45 will be donated to ACRF
- 9) Individual Silk Rags Project Kit with CD soundtrack: RRP \$50 - \$18.00 will be donated to ACRF
- 10) Individual Silk Rags Project Kit with Digital Card and Pin of Soundtrack: RRP \$50 - \$18.00 will be donated to ACRF
- 11) Electronic Download of Individual Silk Rags Project Kit: RRP \$41.50 - \$20 will be donated to ACRF
- 12) Full Group Host@Home Silk Rags Project Kit: RRP: \$300 - \$74.75 will be donated to ACRF
- 13) \*Community Theatre Production of 'Silk Rags The Musical' - 38% of gross proceeds for the Theatre Production Kit less performance fees, copyright and royalty fees will be donated to ACRF on each individual basis.
- 14) Presentation by Dee Handyside of 'The Story of The Silk Rags Project' at Community Groups or Conference. IF a fee is paid, ACRF will receive 38% of gross proceeds of the charge for the presentation.



#### Board of Trustees:

Mr T S Dery AO (Chair)  
Ms G Bhalla  
Dr I Brown  
Mr G J Camm  
Mr R Caplan  
Mr T Cooper AM  
Mr T Crommelin  
Dr D C Gantner

Air Chief Marshal Sir A  
Houston AK, AFC (Ret'd)  
Ms J Hewett  
Ms C Michie  
Ms C Mulhern  
Mr P A Jones  
Mr A Redlich  
Mr M Tims

#### Medical Research Advisory Committee:

Prof M Haber AM  
Prof R Johnstone  
(Co-Chairs)  
Prof M Brown  
Prof S van der Burg  
Prof D Cameron  
Prof I Frazer AC  
Prof G Hill  
Prof P Lambert  
Prof A Lopez AO  
Prof P Leedman AO  
Prof J Rasko AO  
Prof R Reddel AO  
Prof H Rizos  
Prof C Scott AM  
Prof J Stow  
Prof C Trimble  
Prof M A Vadas AO  
Dr Nic Waddell

**Chief Executive Officer:**  
Ms Kerry Strydom

ABN 27 076 461 360  
ACN 002 774 727  
CFN 13585  
Suite 3, Level 9,  
50 Margaret Street  
Sydney, NSW 2000  
GPO Box 9989  
Sydney,  
NSW 2001  
T: +61 2 9223 7833  
F: +61 2 9223 1800  
info@acrff.com.au  
www.acrff.com.au

## 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 November 2024** and end on **31 October 2025**. Should both parties agree, the Agreement will be extended for a further 12-month 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
- 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 Supporting ACRF logo and trademark in relation to the appeal.



#### Board of Trustees:

Mr T S Dery AO (Chair)  
Ms G Bhalla  
Dr I Brown  
Mr G J Camm  
Mr R Caplan  
Mr T Cooper AM  
Mr T Crommelin  
Dr D C Gantner

Air Chief Marshal Sir A  
Houston AK, AFC (Ret'd)  
Ms J Hewett  
Ms C Michie  
Ms C Mulhern  
Mr P A Jones  
Mr A Redlich  
Mr M Tims

#### Medical Research Advisory Committee:

Prof M Haber AM  
Prof R Johnstone  
(Co-Chairs)  
Prof M Brown  
Prof S van der Burg  
Prof D Cameron  
Prof I Frazer AC  
Prof G Hill  
Prof P Lambert  
Prof A Lopez AO

Prof P Leedman AO  
Prof J Rasko AO  
Prof R Reddel AO  
Prof H Rizos  
Prof C Scott AM  
Prof J Stow  
Prof C Trimble  
Prof M A Vadas AO  
Dr Nic Waddell

ABN 27 076 461 360  
ACN 002 774 727  
CFN 13585  
Suite 3, Level 9,  
50 Margaret Street  
Sydney, NSW 2000  
GPO Box 9989  
Sydney,  
NSW 2001  
T: +61 2 9223 7833  
F: +61 2 9223 1800  
info@acr.com.au  
www.acrf.com.au

**Chief Executive Officer:**  
Ms Kerry Strydom

- b. The Proudly Supporting *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 Supporting *ACRF* logo.
- c. The *Fundraiser* must submit, for *ACRF*’s prior approval, any use which the *Fundraiser* propose to make of the Proudly Supporting *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.

## 11. Business Details

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



### Board of Trustees:

Mr T S Dery AO (Chair)  
Ms G Bhalla  
Dr I Brown  
Mr G J Camm  
Mr R Caplan  
Mr T Cooper AM  
Mr T Crommelin  
Dr D C Gantner

Air Chief Marshal Sir A  
Houston AK, AFC (Ret’d)  
Ms J Hewett  
Ms C Michie  
Ms C Mulhern  
Mr P A Jones  
Mr A Redlich  
Mr M Tims

### Medical Research Advisory Committee:

Prof M Haber AM  
Prof R Johnstone  
(Co-Chairs)  
Prof M Brown  
Prof S van der Burg  
Prof D Cameron  
Prof I Frazer AC  
Prof G Hill  
Prof P Lambert  
Prof A Lopez AO

Prof P Leedman AO  
Prof J Rasko AO  
Prof R Reddel AO  
Prof H Rizos  
Prof C Scott AM  
Prof J Stow  
Prof C Trimble  
Prof M A Vadas AO  
Dr Nic Waddell

ABN 27 076 461 360  
ACN 002 774 727  
CFN 13585  
Suite 3, Level 9,  
50 Margaret Street  
Sydney, NSW 2000  
GPO Box 9989  
Sydney,  
NSW 2001  
T: +61 2 9223 7833  
F: +61 2 9223 1800  
info@acr.com.au  
www.acrf.com.au

**Chief Executive Officer:**  
Ms Kerry Strydom

**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

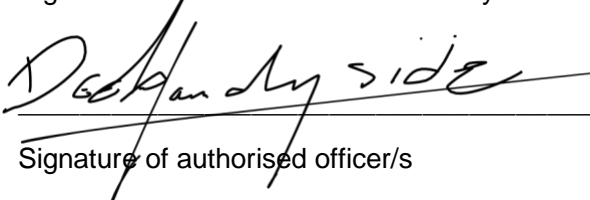
*ACRF* may vary these conditions by written notice to the *Fundraiser* if this becomes necessary to ensure compliance with the relevant laws or the conditions of the Act. No other variation of these conditions will be effective unless in writing and signed by both parties.

## 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.

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

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

  
Signature of authorised officer/s



### Board of Trustees:

Mr T S Dery AO (Chair)  
Ms G Bhalla  
Dr I Brown  
Mr G J Camm  
Mr R Caplan  
Mr T Cooper AM  
Mr T Crommelin  
Dr D C Gantner

Air Chief Marshal Sir A  
Houston AK, AFC (Ret'd)  
Ms J Hewett  
Ms C Michie  
Ms C Mulhern  
Mr P A Jones  
Mr A Redlich  
Mr M Tims

### Medical Research Advisory Committee:

Prof M Haber AM  
Prof R Johnstone  
(Co-Chairs)  
Prof M Brown  
Prof S van der Burg  
Prof D Cameron  
Prof I Frazer AC  
Prof G Hill  
Prof P Lambert  
Prof A Lopez AO  
Prof P Leedman AO  
Prof J Rasko AO  
Prof R Reddel AO  
Prof H Rizos  
Prof C Scott AM  
Prof J Stow  
Prof C Trimble  
Prof M A Vadas AO  
Dr Nic Waddell

**Chief Executive Officer:**  
Ms Kerry Strydom

ABN 27 076 461 360  
ACN 002 774 727  
CFN 13585  
Suite 3, Level 9,  
50 Margaret Street  
Sydney, NSW 2000  
GPO Box 9989  
Sydney,  
NSW 2001  
T: +61 2 9223 7833  
F: +61 2 9223 1800  
info@acr.com.au  
www.acrf.com.au

B A C K I N G  
B R I L L I A N T

DIANE ELIZABETH HANDYSIDE

Name and title of authorised officer/s

25 FEBRUARY 2025

Date

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

*Isabella Hill*

**Isabella Hill (Partnerships and Community Fundraising Coordinator)**

28 October 2024

Date



**Board of Trustees:**

Mr T S Dery AO (Chair)  
Ms G Bhalla  
Dr I Brown  
Mr G J Camm  
Mr R Caplan  
Mr T Cooper AM  
Mr T Crommelin  
Dr D C Gantner

Air Chief Marshal Sir A  
Houston AK, AFC (Ret'd)  
Ms J Hewett  
Ms C Michie  
Ms C Mulhern  
Mr P A Jones  
Mr A Redlich  
Mr M Tims

**Medical Research Advisory Committee:**

Prof M Haber AM  
Prof R Johnstone  
(Co-Chairs)  
Prof M Brown  
Prof S van der Burg  
Prof D Cameron  
Prof I Frazer AC  
Prof G Hill  
Prof P Lambert  
Prof A Lopez AO

Prof P Leedman AO  
Prof J Rasko AO  
Prof R Reddel AO  
Prof H Rizos  
Prof C Scott AM  
Prof J Stow  
Prof C Trimble  
Prof M A Vadas AO  
Dr Nic Waddell

ABN 27 076 461 360  
ACN 002 774 727  
CFN 13585  
Suite 3, Level 9,  
50 Margaret Street  
Sydney, NSW 2000  
GPO Box 9989  
Sydney,  
NSW 2001  
T: +61 2 9223 7833  
F: +61 2 9223 1800  
info@acr.com.au  
www.acr.com.au

**Chief Executive Officer:**  
Ms Kerry Strydom

