

## State Manager Development and Partnerships - Terms of Service

These Terms of Service apply to all services provided by each State Manager Development and Partnerships at Creative Australia (also referred to as “we”, “us” or “State Manager Development and Partnerships”).

By accessing these Services, you agree to be bound by these Terms of Service.

You understand that Creative Australia reserves the right to change these Terms of Service from time to time and will publish the updated terms on its website. Such changes will apply to all future engagement in the Services. You agree that by continuing to engage with the Services you accept these changes.

### 1. Services

Creative Australia’s State Manager Development and Partnerships services include free **coaching sessions**, and **workshops and facilitated peer-to-peer networking events** aimed at building the fundraising capability of individuals and organisations within the cultural and creative industries (the “Services”).

A State Manager Development and Partnerships will work with you (the “Participant”) in a facilitative style to equip you with the tools, knowledge and opportunities to improve your fundraising. A State Manager Development and Partnerships does not do the work for you, but can help you develop the tools to grow your capability.

Guided by your needs, a State Manager Development and Partnerships can explore fundraising theory and methodology, discuss your goals or objectives, assess your current situation, explore options to address specific challenges and opportunities and lastly identify actionable next steps. A State Manager Development and Partnerships can also share tools and resources to help build your understanding of fundraising best practice.

The areas of fundraising theory and practice as part of the Services include but may not be limited to:

- Philanthropy
- Business partnerships
- How to make your organisation fundraising ready
- Building a case for support
- Fundraising strategies
- How to develop a fundraising plan
- Stewardship
- Board engagement
- Building a whole of organisation approach to fundraising

#### 1.1 Coaching sessions

Coaching and advisory sessions are booked into at your discretion and can take place in-person, over the phone or via digital communication channels, based on the availability of the State Manager Development and Partnerships.

A State Manager Development and Partnerships often also shares resources via email after in-person or online sessions and can provide follow-up advice and support via email.

Sessions can be one-on-one sessions to provide tailored advice and to support short and long-term growth; and/or group workshops and advisory sessions to help boards and not-for-profit teams to foster a whole of organisation approach to fundraising.

Whether you choose to engage individually or as a group, the Services are client responsive with appointments available on a one-off or regular basis.

### **1.2 Workshops and peer-to-peer networking events**

Fundraising professional development workshops provide an opportunity to participate in group learning. They are held either online or in person across metropolitan and regional locations.

Workshops are delivered by Creative Australia either independently or in partnership with other relevant entities.

Creative Australia facilitates peer to peer networking aimed at strengthening sector relationships and communities of practice.

## **2. Eligibility**

A State Manager Development and Partnerships support artists and creatives as well as arts and cultural organisations at any stage of their fundraising and development journey, across all art forms, throughout remote, regional, and metropolitan Australia.

The Service are available to independent artists and creative workers as well as arts and cultural organisations. Within arts organisations State Manager Development and Partnerships regularly work with fundraising, marketing, philanthropy and development staff as well as executive leaders, Chairs and board members.

You must be at least 18 years of age to access the Services.

Creative Australia does not provide the Services to those fundraising for non-cultural and creative projects or activities.

Access to the Services is subject to you adhering with Creative Australia's [Essential governance practices for arts organisations](#) and our [Protocols for using First Nations Cultural and Intellectual Property in the Arts](#) where applicable.

You acknowledge that Creative Australia reserves the right to refuse Services at its absolute discretion.

## **3. Confidentiality and Conflicts of Interest**

By engaging with the Services, you agree that Creative Australia may record confidential information for the purposes of providing the Services to you. The information recorded will assist the State Manager Development and Partnerships in providing relevant advice to you.

Creative Australia agrees to maintain the confidentiality of information provided by you in the coaching sessions, except as required by law or where you provide explicit consent for disclosure.

You acknowledge that the State Manager Development and Partnerships is an employee of Creative Australia and as such is first and foremost responsible and accountable to Creative Australia. If you share any information with a State Manager Development and Partnerships that is deemed integral to your compliance with, by way of example, a funding agreement you have with Creative Australia, a State Manager Development and Partnerships may deem it necessary to share that information with the relevant department at Creative Australia. If this occurs, Creative Australia will notify you and provide you the opportunity to self-report prior to taking any action.

If you do not wish for your information to be recorded during your coaching session you understand that you must alert the State Manager Development and Partnerships at the commencement of the Services.

If the State Manager Development and Partnerships, as an employee of Creative Australia, deems that they may have a conflict of interest with you or your organisation, they will discuss this with you as soon as they become aware of this. This may mean that they will not be able to provide Services to you.

#### **4. Privacy**

By engaging with the Services, you acknowledge and agree that Creative Australia will collect personal information<sup>1</sup> for the purposes of providing the Services to you.

You may be offered the opportunity to provide additional consent for Creative Australia to use your personal information to contact you regarding future opportunities. This additional consent is not a requirement for receiving the Services.

Notwithstanding the above, Creative Australia will only collect your personal information where it is reasonably necessary for, or directly related to, the functions of Creative Australia under section 11 of the *Creative Australia Act 2023*.

Our [Privacy Policy](#) outlines our personal information collection and handling practices, including details on how you can seek access or correction of the personal information that is held about you. The Privacy Policy also contains information about how you can contact us and how you can make a complaint if you think Creative Australia has breached the obligations under the Privacy Act 1988 (the Privacy Act).

#### **5. Disclaimer**

To the extent permissible by law, you agree that Creative Australia is not responsible or liable for any action or inaction, for any direct or indirect result relating to the Services you participate in and that you use all Services s at your own risk.

You acknowledge that the State Manager Development and Partnerships providing the Services is not a lawyer, accountant, financial advisor or tax agent. You understand that the Services are not to be used as a substitute for professional advice by legal, financial, business or another qualified professional.

You agree to indemnify and keep indemnified Creative Australia and all Creative Australia employees, agents and contractors from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, arising from or in connection with providing the Services.

#### **6. Participant not to make representations**

The Participant must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as having been endorsed by Creative Australia. Participating in the Services does not create a relationship of employment, agency or partnership between the Participant and Creative Australia. The participant is not entitled to use of the Creative Australia logo.

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<sup>1</sup> As defined under the *Privacy Act 1988*