



Landcare Victoria Inc.

Member Services Policy



Landcare Victoria Inc.

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1 Introduction

1.1 Overview and purpose of this Policy

In accordance with clause 17.4 and 17.5 of the Constitution of Landcare Victoria Inc, Landcare Victoria's Board has the power to make binding policies for the activities and operations of members in their capacity as members of the association. The Member Services Policy is one such binding policy which outlines various services available to members of Landcare Victoria.

This Policy provides standards and expectations for the implementation of requirements from legislation, external regulators and capstone organisational documents such as the Constitution and strategic plans.

The Member Services Policy is intended to:

- Provide a comprehensive framework for the provision of services to members of Landcare Victoria which facilitate their effective participation in landcare activities
- Provide an overview of the purpose and scope of the included member services
- Outline any statutory requirements or standards governing the delivery of each service
- Describe any relevant organisational policy positions

This Policy does not provide detailed instruction on how member services will be delivered or guidance on how to carry out procedures related to these services. Refer to the relevant procedural document for each member service for further information:

- **Insurance Service:** Member Insurance Summary
- **Auspic Service:** Auspic Service Procedure and Guidelines
- **Donations Service:** Donations Service Procedure and Guidelines

All organisational documents referenced in this Policy may be accessed on Landcare Victoria's website.

1.2 Updating the Policy

The Board of Landcare Victoria Inc is responsible for the accuracy and currency of organisational policies. The Member Services Policy is managed by the Chief Executive Officer of Landcare Victoria.

This Policy will be reviewed and updated at least once every three years or when capstone requirements change, including legislative amendments or updates to the Board's strategic policy settings. The Chief Executive Officer with support from staff will prepare recommendations for changes, subject to approval by the Board.

In the case of a discrepancy between the Member Services Policy and the Constitution, the Constitution takes precedence as the organisation's governing document.

1.3 Definitions

In this Policy:

- a) **Association** means Landcare Victoria Incorporated A0011936S.
- b) **Board** means the board having management of the Association for the time being.
- c) **Chair** means a person appointed to the position of Chair of the Association under **clause 16.10(a)** of the Constitution.
- d) **Constitution** means the governing document of the Association as amended from time to time.
- e) **Deductible Gift Recipient** means an entity to which income tax deductible gifts may be made under Division 30 of the *Income Tax Assessment Act 1997* (Cth).
- f) **Donor** means a person or organisation that donates a gift.
- g) **Financial Member** means a member of the Association that has paid the membership subscription fee owing for the current membership period as defined in **clause 7.2** of the Constitution.
- h) **Full Member** means a member of the Association meeting the requirements set out in **clause 5.3** of the Constitution.
- i) **Gift** means a donation of money or property made voluntarily and without receiving, or expecting to receive, any material benefit or advantage in return.
- j) **Gift Fund** means the gift fund established and maintained under **clause 4.4** of the Constitution.
- k) **Insurance Policy** means a document detailing the terms and conditions of a contract of insurance.
- l) **Landcare Victoria** means Landcare Victoria Incorporated A0011936S.
- m) **Member** means a member of the Association as defined in the Constitution and **Membership** has the corresponding meaning.
- n) **Member Policy** means a policy that meets the description in **clause 17.4(a)(ii)** of the Constitution.
- o) **Member Service** means a service provided by the Association for the benefit of members.
- p) **Objects** mean the purposes for which the Association is established, as set out in **clause 4.1** of the Constitution.

2 Insurance Service

2.1 Overview of service

Environmental volunteering organisations are subject to many of the same operational needs as other businesses, including necessary insurance cover for their activities. Landcare organisations may be required to show evidence they hold particular policies and/or have minimum levels of cover in order to engage with third parties, such as when accessing grant funding, conducting works on land owned or managed by third parties, or hiring venues.

Landcare Victoria Inc's Insurance Service facilitates access to comprehensive insurance coverage for members of Landcare Victoria via umbrella policies taken out by Landcare Victoria for the Association and its members.

Landcare Victoria sources and negotiates the included insurance policy or policies on behalf of its members with their best interests in mind, seeking appropriate cover for common 'landcare activities' as declared by the membership and aiming to meet or exceed the level of cover typically required by third parties.

2.2 Capstone requirements

In accordance with clause 17.6 of the Constitution, provision of insurance to members is a key service to be delivered by Landcare Victoria for the benefit of members.

There is no requirement for any specific insurance policy or policies to be included in the Insurance Service and Landcare Victoria reserves the right as the policy holder to vary the type and level of cover extended to members each year as it sees fit. Members will be advised of the detail of any policy or policies arranged as part of this service and of incident reporting procedures each year in the Member Insurance Summary.

The insurance policy or policies included in this service are subject to the terms, conditions and exclusions contained in the respective insurance policy documents as provided by the insurer.

2.3 Member eligibility requirements and conditions

The Insurance Service is available only to full, financial members of Landcare Victoria. Coverage is provided to member organisations under the authority of Landcare Victoria Inc as the primary insured party and policy holder.

The insurance policy or policies included in this service are arranged in alignment with Landcare Victoria's annual membership subscription period (1 July to 30 June each year). As such, coverage by the insurance policies only applies to members who have renewed their membership for the relevant membership period.

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Members are covered only for liabilities and risks directly arising from their participation in landcare activities as detailed in the annual Member Insurance Summary.

In accordance with clause 17.6 of the Constitution of Landcare Victoria Inc, members must:

- 1) Pay the insurance fee as part of the annual membership subscription fee
- 2) Comply with the requirements of any insurance policy taken out by the Association on behalf of Members, and operate in accordance with such policy or policies
- 3) Continuously disclose all information reasonably required by the Association or its insurer to facilitate the provision of insurance to it

Members must also meet the following general conditions to be included in the insurance arrangements:

- 1) Comply with any relevant legislation and laws in regard to their activities
- 2) Obtain written landholder permission for activities and comply with any landholder requirements
- 3) Take all reasonable steps in terms of appropriate risk management
- 4) Make all reasonable efforts to record participant details at all events and activities and maintain those records for a period of seven (7) years
- 5) Ensure health and safety obligations are met when conducting activities
- 6) Ensure all payment for labour is related to an agreed contract of employment or service
- 7) Ensure all independent contractors engaged to undertake work hold appropriate insurance and licences relevant to the type of work being undertaken
- 8) Avoid entering into contracts with “hold harmless” or “indemnification” clauses
- 9) Refer to the annual Member Insurance Summary and advise Landcare Victoria Inc in advance of any activities intended to be undertaken that are:
 - a. Outside the scope of the listed ‘normal landcare activities’ and/or business description
 - b. Included on the list of ‘higher risk activities’
- 10) Inform Landcare Victoria Inc of any actual or alleged facts the member knows, or should reasonably know, might give rise to a claim or investigation as soon as is practicable, and provide all relevant information to Landcare Victoria Inc if a claim arises
- 11) In the case of an incident:
 - a. Not admit liability or fault
 - b. Fill in an incident report form; and
 - c. Inform Landcare Victoria Inc as soon as practicable

3 Auspicing Service

3.1 Overview of service

Environmental volunteering organisations such as landcare groups are often reliant on external funding through grants to fund their operations and activities. Funders may require that a grant recipient is incorporated, has an Australian Business Number (ABN), is a tax concession charity (TCC), or/and is an endorsed Deductible Gift Recipient (DGR), which may mean a particular landcare organisation is ineligible to apply directly.

Landcare Victoria Inc's Auspicing Service provides members of Landcare Victoria with support to apply for grant funding and enter into contracts in cases where the member organisation does not meet the criteria without the support of an eligible organisation through an auspice agreement.

Landcare Victoria may enter into a grant contract with a funder on behalf of a member, accept legal responsibility for delivery of the grant under the terms and conditions required by the granting body, and receive the project funding on behalf of the member if required.

Landcare Victoria may also provide letters of support to confirm its affiliation with a member organisation in cases where a member applies for funding directly or enter into other types of contractual agreement on behalf of members as part of the Auspicing Service.

3.2 Capstone requirements

An unincorporated association is not recognised as a distinct legal entity separate from its members and as such, it does not have the capacity to enter into a contract in the name of the organisation.

A contract such as a funding agreement may be made between the individuals in an unincorporated group and the funder where individual applicants are accepted, however most philanthropic organisations and many government bodies will only give grants to incorporated organisations. In some cases, funders may be legally restricted to awarding grants to organisations with additional endorsements, such as DGRs and registered charities.

Landcare Victoria Inc is an association incorporated under the *Associations Incorporation Reform Act 2012*, giving it a formal legal structure and the ability to enter into contracts, including agreements made on behalf of its members.

Landcare Victoria Inc is responsible for maintaining its registration as an incorporated association with Consumer Affairs Victoria (CAV) to allow delivery of the Auspicing Service to members, including the requirement to operate as a not-for-profit, have a compliant governing document, and report as required to CAV, including completion each year of the Australian Charities & Not-for-profits Commission (ACNC) Annual Information Statement.

3.3 Member eligibility requirements and conditions

The Auspicing Service is available only to full, financial members of Landcare Victoria.

Auspice support for grant applications will be provided to members only if the following criteria are met:

- 1) The member has submitted an Expression of Interest to Landcare Victoria Inc to request auspice support prior to applying for the grant and provided all required information to facilitate the support arrangement
- 2) The member is not in breach of obligations associated with other grant agreements
- 3) The proposed project activities are consistent with the Association's objects as defined in the Constitution of Landcare Victoria Inc
- 4) The proposed project activities are insurable as per Landcare Victoria's Insurance Service
- 5) Landcare Victoria considers that the member will have the technical, financial, and administrative capacity to deliver the proposed project according to the grant agreement
- 6) The member complies with all requirements and follows the procedures outlined in the Auspicing Service Procedure and Guidelines
- 7) There are no other considerations that would cause the application to be prejudicial to the interests of Landcare Victoria or its members

Landcare Victoria will confirm whether the member meets these criteria for support at the request of the member organisation itself or the funding body concerned.

Landcare Victoria's policy is to offer the Auspicing Service free of charge to members for small grants but reserves the right to charge fees for administration, bookkeeping and project management when auspicing grants over a certain threshold, as defined in the Auspicing Service Procedure and Guidelines.

It is expected that members receiving auspice support will communicate in an open and timely manner with Landcare Victoria in regard to the grant application and delivery of the project and provide Landcare Victoria with complete copies of all grant documentation. Refer to the Procedure and Guidelines document for a more comprehensive list of member responsibilities and detailed processes.

Where a member does not meet the expectations outlined in this Policy, the Auspicing Service Procedure and Guidelines, and any relevant auspice or Memorandum of Understanding (MOU) agreements, Landcare Victoria Inc reserves the right to take certain actions against the member as described in the Procedure document, and any associated financial liabilities will be carried out by the member and not Landcare Victoria Inc.

4 Donations Service

4.1 Overview of service

Environmental volunteering organisations such as landcare groups may receive donations from the public in support of their charitable activities. Donors often prefer to make donations to organisations that are endorsed Deductible Gift Recipients (DGRs), as this allows the donor to claim a deduction for the amount donated when they lodge their annual income tax return. However, seeking DGR endorsement can be time-consuming for volunteers and requires a degree of ongoing oversight and record-keeping that is beyond what a small organisation may be able to realistically manage.

As Landcare Victoria Inc is a registered DGR and maintains a Gift Fund in accordance with the Constitution of Landcare Victoria Inc (also known as the Landcare Victoria Fund, or simply the Fund), it is authorised to issue tax-deductible receipts for donations made into that Fund.

Landcare Victoria Inc's Donations Service provides members of Landcare Victoria Inc not endorsed with DGR status with a mechanism to benefit from gifts from donors wishing to support their activities, while ensuring those donors receive a tax-deductible receipt for their contribution.

4.2 Capstone requirements

Landcare Victoria Inc must deliver the Donations Service with respect to the requirements governing Deductible Gift Recipients (DGRs) as legislated in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

Landcare Victoria Inc is responsible for maintaining its endorsement by the Australian Tax Office (ATO) as a DGR within the Environment category to allow delivery of this service to its members, including the requirements to:

- 1) Be a charity registered with the Australian Charities & Not-for Profits Commission (ACNC)
- 2) Have a principal purpose that is one of the following:
 - a. the protection and enhancement of the natural environment or of a significant aspect of the natural environment, or
 - b. the provision of information or education, or the carrying on of research, about the natural environment or a significant aspect of the natural environment
- 3) Have an active Australian Business Number (ABN)
- 4) Maintain a gift fund with an appropriate DGR winding up and revocation clause and receive any gifts into this fund
- 5) Have a policy of not acting as a mere conduit for the donation of money or property to other organisations, bodies or persons

- 6) Be located within Australia
- 7) Keep records that explain all transactions and other acts relevant to the organisation's status as a DGR and maintain these for at least five years after the completion of the transactions or acts to which they relate
- 8) Keep records that show all gifts and deductible contributions made were used only for the organisation's principal purpose

Deductible Gift Recipients are not required to issue receipt for donations, but if a receipt is issued for a deductible gift, the receipt must state:

- 1) The name of the fund, authority or institution to which the donation has been made
- 2) The DGR's Australian Business Number (ABN)
- 3) That the receipt is for a gift

The Gift Fund and any assets within must be managed in accordance with clause 4.4 of the Constitution while the Association is operating and upon winding up.

4.3 Member eligibility requirements and conditions

The Donations Service is available only to full, financial members of Landcare Victoria.

Members must register to utilise the service by completing the Donations Service Registration Form and supplying all required information to Landcare Victoria to facilitate provision of the service, including the member's bank account and contact details. It is the responsibility of the member to ensure Landcare Victoria is informed of any changes to the information provided.

Members utilising the Donations Service must confirm their agreement and adhere to the following conditions:

- 1) The member must provide details of a bank account operated by or on behalf of the member to receive donations from Landcare Victoria Inc
- 2) The member must not provide any service or other benefit to the donor or to Landcare Victoria Inc in return for any donations received
- 3) The member will use any donations received solely toward achieving the objects of the Association as defined in the Constitution
- 4) The donor and member must follow the procedures outlined in the Donations Service Procedure and Guidelines
- 5) The donation platform and/or payment platforms used to process gifts to Landcare Victoria Inc may charge processing/transaction fees which the donor may voluntarily elect to cover, with any such fees applied to the gross donation amount

- 6) Landcare Victoria Inc will retain an administration fee of 5% from each gift made in support of a member (capped for large donations at a threshold defined in the Donations Service Procedure and Guidelines), with the administration fee being applied to the net donation amount after any processing/transaction fees have been deducted

4.4 Donation and tax-deductibility requirements

Donations in support of Landcare Victoria Inc and/or its members must truly be gifts made voluntarily without receiving, or expecting to receive, any material benefit or advantage in return.

A tax deduction for a gift may be claimed by the person or organisation that makes the gift (the donor). Monetary donations made to Landcare Victoria Inc are only tax-deductible when they are made into the Gift Fund account and equal AUD \$2 or more in any financial year.

Donors may make a request that a gift be directed to a particular member organisation, but it cannot be a condition of donating. An arrangement to transfer gifts from the Fund to member organisations will not prevent the payment from being a gift and the donor claiming a tax deduction if Landcare Victoria Inc as the endorsed DGR:

- 1) Obtains in its own right to the full value or benefit of the money or property donated
- 2) Is empowered and has absolute discretion whether to distribute the money or property to those organisations nominated by the supporter

A donor's request for Landcare Victoria to support a member organisation must be clearly stated at the time of donation. Landcare Victoria reserves the right to utilise donations as it sees fit to further its objects in cases where a donor neglects to nominate a member organisation or their clear preference is otherwise unable to be determined.

Deductible Gift Recipients are not required to issue a receipt for donations, but it is Landcare Victoria's policy to do so for all gifts of AUD \$2 or more.

4.5 Conduit policy

Any allocation of funds or property to other persons or organisations including members will be made in accordance with the established objects of the Association and not be influenced by the preference of the donor.

Landcare Victoria Inc will not act as a mere conduit to pass a donation of money or property to other organisations, bodies or persons as a condition of a donation. The Board reserves the right to utilise any donation made to Landcare Victoria Inc as it sees fit in support of the objects defined in the Constitution of Landcare Victoria Inc.