

FUNDRAISING STANDARDS BOARD

SCHEME MEMBERSHIP CONDITIONS – CHARITY

I. Definitions

agreement	The agreement between us (FRSB) and you (the charity) about your scheme membership (which includes these conditions).
board	Our board of directors or a sub-committee of our board that have the authority to hear complaints under this scheme.
charity	You or another organisation that raises money for good causes (or, in the case of an unincorporated body (one that is not covered under company law), the trustees or members of its governing body) and have entered this scheme by signing the membership agreement. (This is a separate document that you filled in when you first applied to be a member.)
codes	The codes that tell you how we expect you to fundraise. The Institute of Fundraising set these codes and they may change them from time to time. You can find these codes on our website at www.frsb.org.uk .
complaint	A suggestion that one of the codes or the fundraising promise has been broken.
complaints coordinator	A person in your charity who people should contact if they have a complaint about how you have fundraised.
complaints procedure	Your procedure for dealing with complaints about fundraising.
complaints records	A written record of complaints that people have made to you while you are a member of this scheme.
fundraising material	Material you use (such as letters, e-mails and leaflets) to raise money for your charity and for contacting donors.
fundraising promise	The promise that we ask you to make (as a member of this scheme) to the public about the way you raise money.
FRSB	Us, the Fundraising Standards Board.

institute	The Institute of Fundraising (charity number 1079573).
membership conditions	The rules you must keep to as part of this agreement.
membership fee	The fee you must pay us each year to be a member of the scheme.
PF or PFO	Professional fundraiser or professional fundraising organisation (as set out in the Charities Act 1992). This does not include businesses that you may have arranged a promotion with. PFs or PFOs mean people or an organisation who fundraise directly for you.
scheme	The scheme that we run to make sure that charities fundraise in a fair and straightforward way.
scheme logo	The logo that represents the scheme (see below).



scheme strapline	The scheme strapline (see below) that you should use alongside our logo on your fundraising material wherever you can.
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give with confidence

trustees	The group of people who run your fundraising organisation.
us, we or our	The Fundraising Standards Board (FRSB).
you or your	The charity.
written or in writing	This includes e-mail and other electronic communication that can be printed.

- 1a If we refer to a law or regulation, it will include any amendments made after the date you sign these membership conditions.
- 1b In these conditions we have given time limits, for example, for handling complaints. We understand that sometimes you will not be able to meet these deadlines. If you know that you will not be able to meet a deadline, you should contact us beforehand to explain and agree a new deadline. You should also tell anyone affected by the deadline that there is a new deadline and why.
- 1c This scheme and its conditions only apply to fundraising activities carried out in the UK.

2. Good practice in fundraising

- 2a When fundraising, you must do the following.
 - 2a1 Keep to our fundraising promise and the codes if they apply to the type of fundraising you will be doing. Please visit our website (www.frsb.org.uk) if you are not sure which codes to follow.
 - 2a2 Promote our fundraising promise (and, if you have a website, you must put our fundraising promise on it).
 - 2a3 Include the scheme logo and scheme strapline on your fundraising materials unless it is not practical for you to do so, for example if there is not enough space to do so.

- 2b When you use a professional fundraiser (PF) or professional fundraising organisation (PFO) to fundraise on your behalf, you must do the following.
- 2b1 Give the PF or PFO copies of the codes (if these apply to the type of fundraising you are doing), fundraising promise and details of your fundraising complaints procedure. You must also train them if necessary to make sure they understand what the codes mean.
 - 2b2 Ask the PF or PFO to keep to the codes and fundraising promise.
 - 2b3 Give them fundraising material with the scheme logo on to show you are a member of the scheme. If it is practical, you must also include the scheme strapline on the fundraising material you give them. On the fundraising material, you should make sure that you include details of your complaints procedure.
- 2c When you use volunteers to fundraise for your charity, you must make sure they keep to the codes (if they apply to the type of fundraising they are doing).
- 2d We understand that sometimes volunteers could fundraise for you without your knowledge. We accept that it is not possible for you to make sure they keep to the codes on these occasions.
- 2e We will monitor how you use the scheme logo and scheme strapline on your fundraising material in line with paragraph 2a3 above. You must agree to keep copies of fundraising materials for two years, and to show us these if we ask to see them.
- 2f You must promote the scheme to your supporters and to other organisations and people who fundraise.
- 2g From time to time, we may monitor you to see if you are keeping to our fundraising promise and our codes. If we find you have broken them, we may decide to take action against you, for example by asking you to stop distributing fundraising material if somebody has complained about it (see paragraph 4d).

3. How you must deal with complaints

- 3a You must have a complaints procedure in place that keeps to the scheme's membership conditions (see paragraph 3b). You must also have a person in your organisation that people can contact if they want to complain about the way you have been fundraising.
- 3b Your complaints procedure must be available in writing or on your website (if you have one). You must do the following.
- 3b1 Make sure you give details about how somebody can complain.
 - 3b2 Ask your complaints coordinator to keep a complaints record in line with paragraph 3c below.
 - 3b3 If somebody contacts you to ask about how to make a complaint, you must send them a copy of your complaints procedure and the fundraising promise within 14 days of when they first contact you. If they have told you they have access to the internet, you can direct them to your website for a copy of your complaints procedure and the fundraising promise.
 - 3b4 If somebody complains to you, you must write to them within 14 days of receiving their complaint to confirm you have received it.
 - 3b5 You do not have to investigate a complaint which is about an incident that is more than three months old.
 - 3b6 When investigating a complaint, you must tell the person who complained:
 - 3b6.1 the outcome of the investigation in writing within 30 days of the date you wrote to them to let them know you received their complaint; and
 - 3b6.2 if they are not happy with the outcome, they can ask us to review their complaint. They must do this within two months of receiving your response.
- 3c You must let us look at your complaints record when we ask. We will give you reasonable notice. For each complaint, you must keep or make a note of the following details.
- 3c1 Which part of the fundraising promise or code may have been broken.
 - 3c2 The date you received the complaint.
 - 3c3 Details of the investigation into the complaint.

- 3c4 A copy of all the documents (including e-mails, letters and relevant fundraising materials) you have sent the person complaining and that they have sent you.
- 3c5 A copy of the letter you sent to them with details of your decision and what they can do if they are still not happy. If the person is not happy, you should tell them to contact us within two months of telling them your decision.
- 3d You must do the following.
 - 3d1 Send us a copy of your complaints procedure when you join the scheme.
 - 3d2 Send us copies of any changes you make to any part of your complaints procedure.
 - 3d3 Make sure your employees or people who support your charity understand the scheme and your complaints procedure.
 - 3d4 Try to sort out complaints quickly and in line with the times given in paragraph 3b. You must be polite to anybody who complains.
 - 3d5 Mention that you are a member of the scheme in your yearly review or report. Unless it is not practical to do so, for example, if there is not enough space. You must show the scheme logo and our website address on your yearly review or report.
 - 3d6 Send us details every year of the complaints you have received and how you dealt with them.
 - 3d7 You must cooperate with us if somebody wants us to review a complaint about you. You must keep to any sanction that we give you if we find you were in the wrong (see paragraph 4d).
- 3e If you have investigated a complaint and the person who complained is still not happy but does not want us to review their complaint, you can refer their complaint to us within two months of your decision, if you feel that it needs sorting out.

4. How we will handle complaints about your fundraising

- 4a If someone refers a complaint to us, we will tell them we have received the complaint within 14 days. We will tell the person complaining the following.
 - 4a1 If the complaint is not about you breaking the fundraising promise or one of the codes, we will not be able to review the complaint but that we will take their views into consideration if we change the codes or fundraising promise in the future.
 - 4a2 If the complaint is about you breaking the fundraising promise or one of the codes and they have not complained to you first, we will tell them to do so. We will give the person complaining a copy of our referral letter to you so they can contact you easily about their complaint.
 - 4a3 If the person complaining:
 - gives details of you breaking the fundraising promise or one of the codes;
 - is not happy with your investigation or wants to complain about how you handled the complaint; and
 - refers the complaint to us within two months of the date of your decision, we will start our complaints process. (See paragraph 4b and 4c below.)
 - 4a4 If the person complaining tells us you have broken the law, we will refer the complaint to the police. If it is because they think you have broken other rules (for example if they think the way you have advertised is immoral), we will refer their complaint to the organisation who regulate the particular area the the complaint is related to, such as the Advertising Standards Authority (ASA) or Direct Marketing Commission.
- 4b When we receive details of a complaint that relates to paragraph 4a3, our staff will investigate the complaint within 30 days of receiving it. They will do the following.
 - 4b1 Ask you to send them any details (within 14 days) from your complaints record about what you have done about the complaint so far.
 - 4b2 Ask the person complaining to send them any details that they think are necessary so they can investigate the complaint properly.
 - 4b3 Ask the person complaining and representatives from your charity and the institute to meet them to discuss the complaint.

- 4b4 Try to sort out the complaint as best they can without having to take more serious action. If you and the person complaining are happy, our staff will record the outcome of the complaint and will publish the details in line with our membership conditions.
- 4c If we cannot sort out the complaint, we will refer the complaint to our board within 30 days. Within 60 days, the board will:
- 4c1 look at the case of the person complaining and any evidence they have (see paragraph 4b);
 - 4c2 look at what we have done to try to sort out the complaint;
 - 4c3 do whatever they think is necessary to sort out the complaint, such as speaking to everybody involved; and
 - 4c4 produce a written document that states whether or not they are going to uphold the complaint. The board's decision is final and you and the person complaining will not be allowed to appeal against it.
- 4d If the board uphold the complaint, they will decide whether or not to take any action against you. They may ask you to:
- 4d1 apologise to the person complaining; or
 - 4d2 improve your training, systems and procedures so that the problem doesn't happen again.
- In more serious cases or if people have been repeatedly complaining about you, the board may ask you to:
- 4d3 stop behaving in a way that causes people to complain; or
 - 4d4 withdraw, change and reprint any fundraising materials that were complained about.
- In very serious cases or in cases where you have continued to fundraise or behave in an unacceptable way despite the board asking you to stop, they may withdraw your membership from this scheme.
- 4e If somebody complains about you and the board do not uphold the complaint, they may still give you suggestions about how to improve your training, systems and procedures so that a complaint isn't made again in the future.
- 4f We will include details of all complaints referred to the board in our yearly report. We will state whether or not the board upheld them and we may give details of the action taken against you.

5. Services we provide

- 5a As well as dealing with complaints, we will:
- 5a1 promote the scheme so we encourage the public to 'give with confidence';
 - 5a2 include details of all scheme members on our website (and, if our members have websites, we will also include links to their websites);
 - 5a3 carry out a public-information campaign based on our 'Give with confidence' strapline to promote the scheme and our fundraising promise;
 - 5a4 tell members of the public about how important fundraising is to charities and about good ways to fundraise;
 - 5a5 set up a support phone line about the scheme for charities and members of the public;
 - 5a6 give you access to copies of our fundraising promise, the codes, the scheme logo, the scheme strapline, guidelines on how to use the scheme logo and strapline and our model complaints procedure;
 - 5a7 publish a yearly report on our work, how much we earn and spend, the complaints that have been referred to our board and the issues we came across during the year which we believe should be reported (we will publish a separate document about membership fees and the way we work them out in line with your voluntary income);
 - 5a8 as long as we can afford it, carry out research into fundraising methods, practices, trends, and other things we think will interest the public and organisations that raise money for good causes;

- 5a9 make the results of our research widely available;
 - 5a10 talk to our stakeholders about suggestions we may have to change the scheme, the fundraising promise or these membership conditions; and
 - 5a11 always act in a reasonable and fair way.
- 5b We will try to increase the number of members of the scheme and the benefits of being a member of the scheme.
- 5c We may change these membership conditions from time to time.
- 5d We will keep the details of any complaints your report to us each year confidential. We will only publish general information and trend reports.

6. Using the scheme logo and scheme strapline

- 6a You agree to use our scheme logo and strapline in the following ways.
- 6a1 You must follow our guidelines on how to use the scheme logo and scheme strapline.
 - 6a2 You must not use any trademark, sign or symbol that uses or is very similar to the scheme logo or strapline.
 - 6a3 You must not use the scheme logo or strapline in any way that could mean that they lose their distinctiveness, such as removing parts of the logo, be misleading, or negatively affect our name, reputation or image.
 - 6a4 You must make a reasonable effort to make sure the scheme logo and strapline are not copied or used without permission.
 - 6a5 You must let professional fundraisers and professional fundraising organisations use the scheme logo and strapline on fundraising materials that they produce on your behalf.
 - 6a6 You must remove the scheme logo and strapline from any material within one month after this agreement ends. If this is not possible, you must stop sending out or using the material altogether.

7. Complaining about this scheme

- 7a If you have a complaint about being a member of this scheme, you should contact our chief executive in writing. If they cannot sort out your problem, you can take your complaint to the board.
- 7b If you are not happy with the way the chief executive has handled your complaint, you should contact our board in writing. They will write to you within 14 days to tell you they have received your letter. They will then investigate your complaint. This should take up to 30 days. If the board cannot sort out the complaint, they will refer it to an independent complaints reviewer (a person whose job it is to review complaints) who will make a final decision.

8. Membership fee

- 8a You must pay a membership fee every year for as long as you are a member of the scheme.
- 8b If we are going to increase our membership fee, we will give you at least two months' notice.
- 8c We will send you a bill for your yearly membership fee at least 30 days before your membership runs out. You must pay us within 30 days of receiving the bill.
- 8d When you renew your membership each year, you must tell us if your voluntary income has changed.

9. Ending this agreement

- 9a If you or we want to cancel this agreement, we must give each other at least six months' notice in writing. But, we can cancel this agreement earlier if you break any of the conditions in paragraph 9b below.
- 9b We can cancel this agreement straight away and do not have to pay you compensation or refund any fees if you do any of the following.

- 9b1 If you do not keep to the membership conditions in this agreement and you do not put this right within a month of us telling you in writing.
- 9b2 If you do not pay your yearly membership (renewal) fee within 90 days of receiving the bill (see paragraph 8c).
- 9b3 If we end your membership because you have continued to fundraise or behave in an unacceptable way.
- 9b4 If you decide to stop being a charity, become bankrupt or take action to stop yourself becoming bankrupt (for example by making an agreement with a creditor), stop or threaten to stop paying your membership fee or somebody takes over part or all of your charity.
- 9c If we or you end this agreement it will not affect your or our rights and responsibilities (such as paying money that you owe us) under this agreement.
- 9d If we or you end this agreement, we will keep any fundraising materials, yearly returns or other material, such as your yearly accounts, for up to six years. After this time, we will destroy them.

10. Signing this agreement over to somebody else

- 10a You may not assign (sign over) or transfer any of your rights or responsibilities under this agreement without our written permission.

11. Waivers

- 11a If we decide not to do something we are entitled to do so under this agreement, it does not mean we are waiving (giving up) our rights.
- 11b Our and your rights and responsibilities under this agreement do not include rights and responsibilities that are required by law.

12. Giving notice

If we or you give notice, we must hand deliver them or send them by post. If we give you notice, we will write to the address you gave us on the membership agreement when you joined the scheme. If you give notice, you must write to the address at the top of this agreement.

13. Taking legal action

We or you must not take legal action or involve the media without first trying to sort the problem out with each other.

14. Confidentiality

- 14a Unless we say otherwise in these membership conditions, we and you agree to keep confidential any information related to this agreement (such as your complaints records). We or you may only break this condition when we or you need to talk to our lawyers, auditors or other professional advisers, or where we or you must tell relevant organisations by law.
- 14b The condition above does not apply to confidential information that is published or available to members of the public.

15. Rights of third parties (outside organisations)

No one else (apart from us and you) has any rights under the Contracts (Rights of Third Parties) Act 1999 to insist on any conditions being put into effect. Their other legal rights, for example, in a legal agreement you have made with them, are not affected by this condition.



FundRaising
Standards Board

Fundraising Standards Board

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If you would like this or any other of our documents in another format (such as Braille or on audio tape) or in another language, please contact us on 0845 402 5442.