

FUNDRAISING STANDARDS BOARD

SCHEME MEMBERSHIP CONDITIONS – SUPPLIERS

I. Definitions

agreement	The agreement between us (FRSB) and you (the supplier) about your scheme membership (which includes these conditions).
board	Our board of directors or a subcommittee of our board that has the authority to hear complaints under this scheme.
charity	An 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 was filled in when they 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 organisation 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 clients and for contacting their 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.
promotional materials	Materials you use (if any) to promote your fundraising services to charities (including leaflets, e-mails and information on your website).
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	The scheme strapline (see below) that you should use alongside our logo on your promotional materials when you can.
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give with confidence

supplier	You, the person, partnership or company that becomes a member of the scheme by signing the agreement. You must have a direct relationship with the public through fundraising or provide professional fundraising services for people who are in direct contact with the public through fundraising, such as carrying out street fundraising on behalf of a charity.
trustees	The group of people who manage a fundraising organisation.
us, we or our	The Fundraising Standards Board (FRSB).
you or your	The supplier (this includes your agents, employees and contractors).
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 to 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 providing fundraising services to a charity or fundraising on a charity's behalf, you must do the following.

2a1 You must keep to the codes if they apply to the type of fundraising you will be doing.

2a2 You must keep to our fundraising promise.

2a3 You must include the scheme logo and scheme strapline on your promotional material unless it is not practical for you to do so, for example if you do not have the space on your promotional material.

2a4 If the charity you are working with is a member of the scheme, you must get the name and contact details of their complaints co-ordinator in case you receive a complaint about they fundraising you are doing for them.

- 2b If you fundraise on behalf of a charity that is not a member of the scheme, you must not use the scheme logo or strapline on their fundraising material.
- 2c You must state that you are a member of the scheme in your yearly report or review (if you have one). If it is practical, you should also show the scheme logo and our website.
- 2d You must promote the scheme to other people who fundraise for good causes if this is possible.
- 2e We will monitor how you use the scheme logo and scheme strapline on your promotional materials in line with paragraph 2a above. You must agree to keep copies of promotional materials for two years, and to show us these if we ask to see them.

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) and have a person in your organisation that people can contact if they want to complain about the way you fundraise.
- 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 co-ordinator 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, within 14 days of when they first contact you, send them: a copy of your complaints procedure; the fundraising promise; and the name of the charity you are fundraising for. You must tell them if the charity is a member of the scheme or not.
 - 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 have received their complaint
 - 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.
 - 3b7 You must try your best to deal with the complaint fairly so that the charity complaining does not have to take legal action.
- 3c You must let us look at your complaints record when we ask. We will give you reasonable notice. For each complaint, you must 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 and letters) you have sent to the person complaining and that they have sent to you.
 - 3c5 A copy of the letter you sent to the person complaining 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 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 staff who fundraise understand the scheme and your fundraising complaints procedure.
 - 3d4 Try to sort out fundraising complaints as quickly and in line with the timescales 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 Give us copies of your promotional material when we ask.
 - 3d8 When we ask, give us details about complaints you have received and how you have dealt with them.
 - 3d9 You must co-operate with us if somebody wants us to review a complaint about you. You must keep to any sanction we give you if we find you were in the wrong. We may, for example, ask you to stop distributing information that somebody has complained about (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 you

- 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 review the complaint but 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 the person complaining does so 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 regulates the particular area the complaint is related to, such as the Advertising Standards Authority (ASA) or the Direct Marketing Commission.
- 4b You have a contract to provide fundraising services for a charity. Because of this, we will not interfere with any disputes that happen between you and the charity you represent. But, we will record any complaints your charity makes about you to us. If they make a lot of complaints about you or they make a complaint that we think is very serious, we will ask you to explain what has happened.
- 4c When we receive details of a complaint that relates to paragraph 4a3, our staff will investigate the complaint within 30 days of receiving it. We will do the following.
- 4c1 We will ask you to send us any details (within 14 days) from your complaints record about what you have done about the complaint so far.

- 4c2 We will ask the person complaining to send us any details that we think are necessary so we can investigate the complaint properly.
- 4c3 We may contact the charity that you were fundraising for and ask for any extra information we think will help the investigation and for information on how they may have helped sort out the complaint.
- 4c4 We may ask the person complaining and representatives from your organisation and the Institute of Fundraising to meet them to discuss the complaint.
- 4c5 We will try to sort out the complaint as best we 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 conditions.
- 4d If we cannot sort out the complaint, we will refer the complaint to our board within 30 days. Within 60 days, the board will:
 - 4d1 look at the case of the person complaining and any evidence they have (see paragraph 4b);
 - 4d2 look at what we have done to try and sort out the complaint;
 - 4d3 do whatever they think is necessary to sort out the complaint, such as speaking to everybody involved; and
 - 4d4 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.
- 4e If the board uphold the complaint, they will decide whether or not to take any action against you. They may ask you to:
 - 4e1 apologise to the person complaining; or
 - 4e2 improve your training, systems or 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:

 - 4e3 stop behaving in a way that causes people to complain; or
 - 4e4 reprint, withdraw or change any promotional or 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.
- 4f 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 is not made again in the future.
- 4g 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' theme 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 scheme strapline, 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 fundraising 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 raising 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 confidential the details of any complaints you report to us each year. 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 keep to 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 by 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 remove the scheme logo and strapline from any material that has them 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 write to our board. 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. We work out your membership fee by looking at how much you earn working with charities.
- 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 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.
 - 9b3 If you decide to stop being a supplier to charities, 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 organisation.
- 9c If we or you end this agreement it will not affect your or our rights and responsibilities under this agreement, such as paying money that you owe us).
- 9d If we or you end this agreement, we will keep any promotional and 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

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 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 legal rights and responsibilities.

12. Giving notice

If we or you give notice, we must deliver them by hand 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 informally.

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 legally tell relevant organisations.
- 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.