



Fundraising Standards Board
Scheme membership conditions — charity

These membership conditions outline the obligations that you as a charitable organisation are signing up to when you become a Fundraising Standards Board (FRSB) Scheme member.

1a Definitions

charity	An organisation that raises money in order to achieve its charitable goals and has been set up for the benefit of the public, rather than an individual.
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.
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.
institute	The Institute of Fundraising (charity number 1079573).
written or in writing	This includes e-mail and other electronic communication that can be printed.

1b If we refer to a law or regulation, it will include any amendments made after the date you sign these membership conditions.

1c This scheme and its conditions only apply to fundraising activities carried out in the UK.

2 Your membership obligations

2a When you are fundraising

- 2a1 You must keep to the 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 When you use a professional fundraiser (PF) or professional fundraising organisation (PFO) to fundraise on your behalf, you must make sure they are abiding by the codes and the Fundraising Promise.
- 2a3 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).

Fundraising Standards Board 61 London Fruit Exchange Brushfield Street London E1 6EP
t. 0845 402 5442 e. info@frsb.org.uk w. www.frsb.org.uk

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We are registered in England and Wales and are limited by guarantee. Our community interest company number is 584626. Our registered office is 61 London Fruit Exchange, Brushfield Street, London, E1 6EP.



- 2a4 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 but we would expect you to use reasonable endeavours to ensure that the volunteers abide by the code.
- 2b Your promotion of the scheme
- 2b1 You must promote the Fundraising Promise wherever possible, including on your website if you have one.
- 2b2 You must include the FRSB scheme logo on your fundraising materials, unless it is not practical to do so, for example if there is not enough space to do so. The logo must be used in accordance with the FRSB style guide as contained on our website: www.frsb.org.uk/english/advice-and-regulation/your-membership/communicating-your-membership.
- 2b3 You must promote the scheme to your supporters, volunteers, staff and other organisations you come into contact with when fundraising.
- 2c Your handling of complaints about your fundraising
- 2c1 You must have a complaints procedure in place which is easily accessible by the public and complies with document *The FRSB Complaints Process: A Members Guide* which is available on our website (www.frsb.org.uk).
- 2c2 You must make sure your employees or people who support your charity understand the scheme and your complaints procedure.
- 2c3 You must also nominate a person within your organisation who will be our main contact should we receive a complaint about your fundraising. You shall notify us in writing of the name and contact details of this person who we will call the *Complaints Co-ordinator*.
- 2c4 You must complete a complaints return each year, detailing the number of complaints you have received about your fundraising. For more information on the annual return visit our website: www.frsb.org.uk/english/advice-and-regulation/complaints/frsb-annual-return
- 2c5 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 *The FRSB Complaints Process: A Members Guide*).
- 2d Your membership fee
- 2d1 You must pay a membership fee every year for as long as you are a member of the scheme.

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- 2d2 If we are going to increase our membership fee, we will give you at least two months' notice.
- 2d3 We will send you an invoice 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.
- 2d4 When you renew your membership each year, you must tell us if your voluntary income has changed.

3. The Fundraising Standards Board Obligations

3a When handling a complaint about your fundraising activity we:

- 3a1 Will follow our three stage complaints process, the first stage of which is dealt with by you using your internal complaints procedure. This process complies with our document *The FRSB Complaints Process: A Members Guide* which can be found on our website www.frsb.org.uk.
- 3a2 Will refer a complaint back to you should we receive a complaint about your fundraising before you have had a chance to deal with it.
- 3a3 May refer a complaint to other appropriate regulatory bodies such as the Charity Commission, ASA, Direct Marketing Commission or the police, if we consider it to be appropriate.
- 3a4 Will keep the details of any complaints you report to us each year in your complaints return confidential. We will only publish general information and trend reports.
- 3a5 We will publish the results of any adjudications our Board may undertake. We will state whether or not the board upheld the complaint and we may give details of any action taken against you.

3b In our role promoting best practice in fundraising we will:

- 3b1 Promote the scheme and our members wherever possible so we encourage the public to give with confidence;
- 3b2 Tell members of the public about how important fundraising is to charities and about good ways to fundraise;
- 3b3 Publish a yearly report on our work, our audited accounts, the complaints that have been received by our members, those that have been referred to our board and the issues we came across during the year which are relevant to fundraising best practice;

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3b4 Give you access to copies of the Fundraising Promise, the codes, the scheme logo, guidelines on how to use the scheme logo and best practice guidance on how to handle complaints;

3c From time to time, we may monitor you to see if you are keeping to the Fundraising Promise and the Codes. We may also monitor how you use the scheme logo on your fundraising material in line with our style guide. You must cooperate with us in any reasonable requests for information.

3d We will always act in a reasonable and fair way.

4 Management of the FRSB Scheme

4a Complaining about this scheme:

4a1 If you have a complaint about the FRSB, you should refer to our *Complaining about the FRSB* process document which outlines how you make your complaint and which can be found at www.frsb.org.uk/english/about-us.

4b Ending this agreement

4b1 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 4b2 below.

4b2 We can cancel this agreement straight away and do not have to pay you compensation if you do any of the following:

4b2.1 If you do not keep to the membership conditions in this agreement, or any adjudication made pursuant to it, and you do not put this right within a month of us telling you in writing.

4b2.2 If you do not pay your yearly membership (renewal) fee within 30 days of receiving the bill (see 2d).

4b2.3 If we end your membership because you have continued to fundraise or behave in an unacceptable way.

4b2.4 If you 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.

4b3 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. We shall be able to deduct from any proposed refund of membership fees our reasonable costs incurred as a result of your membership or the termination of this agreement.

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- 4b4 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.
- 4b5 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.
- 4c You may not assign (sign over) or transfer any of your rights or responsibilities under this agreement without our prior written permission.
- 4d Waivers
- 4d1 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.
- 4e Giving notice
- 4e1 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 bottom of this agreement.
- 4f Taking legal action
- 4f1 We or you must not take legal action or involve the media without first trying to sort the problem out with each other.
- 4g Confidentiality
- 4g1 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.
- 4g2 The condition above does not apply to confidential information that is published or available to members of the public.
- 4h We may change these membership condition from time to time.