



# FUNDRAISING STANDARDS BOARD ADVOCATE MEMBERSHIP CONTRACT OUTLINE

## **Definition of an advocate member:**

The registered member will act as an advocate for the FRSB self-regulation scheme and will have a role that is either advisory to those working in fundraising or be an organisation that generally supports fundraising organisations through its membership. They might raise some voluntary income to fund their work but do not substantially raise money from the public or intend to do so, and are not substantially reliant on voluntary funds; and not carrying out fundraising activity on behalf of a charity or charitable organisation.

## **Obligations of being an advocate member:**

- To promote the scheme to their members or those fundraising organisations that it comes into contact with
- To use the scheme logo, preceded by the words 'Advocate of', where suitable [not to be used in order to suggest that the FRSB are endorsing a product or service or when fundraising]
- To acknowledge their advocate membership in their annual report/review
- When engaged in fundraising to support their own work it is conducted in such a way as not to be contradictory to the best practice guidelines we regulate
- To make sure they carry out their activities in such a way that doesn't bring the FRSB's name into disrepute

## **Fee Structure:**

Fees based on turnover, including all grants.

£0 – 100k **£50**

£101 – 250k **£100**

£251+ **£200**



FundRaising  
Standards Board

# FUNDRAISING STANDARDS BOARD

## TERMS AND CONDITIONS OF ADVOCATE MEMBERSHIP

### 1. Interpretation

1.1 In these Terms and Conditions the following expressions shall, unless the context requires otherwise, have the meaning set out below:

<b>Advocate Member</b>	the registered member acting as an advocate for the FRSB self –regulation scheme which has a role that is either advisory to those working in fundraising or an organisation that generally supports fundraising organisations through its membership. It might raise some voluntary income to fund its work but does not substantially raise money from the public or intend to do so, and is not substantially reliant on voluntary funds; and is not carrying out fundraising activity on behalf of a charity or charitable organisation.
<b>Agreement</b>	the agreement between the Organisation and the FRSB in relation to the Organisation’s Advocate membership which incorporates these Terms and Conditions;
<b>Board</b>	the board of directors of the FRSB or a subcommittee of the Board established with delegated authority;
<b>Organisation</b>	the Organisation wishing to promote the scheme by signing the Agreement
<b>“Complaint”</b>	a communication alleging that there has been misconduct by the Organisation which might constitute a breach of this agreement or might result in bringing the FRSB into disrepute
<b>Fundraising Promise</b>	the promise adopted by the FRSB, and made by Scheme members to the public about the way in which they will fundraise (as varied from time to time); [Note 1]
<b>Fundraising Standards Board</b>	Fundraising Standards Board cic whose registered office is at 61 The London Fruit Exchange, Brushfield Street, London E1 6EP, company number 5842626;
<b>Advocate Membership Fee</b>	the annual fee payable to the FRSB by Advocate members
<b>Scheme</b>	the self-regulation of fundraising scheme run by the FRSB;

**Scheme Logo** the logo of the Scheme, namely:



<b>Terms &amp; Conditions</b>	these Terms & Conditions of the Scheme, as varied from time to time; [Note 1]
<b>Directors</b>	your Directors/the Directors of the Organisation;
<b>Us, We or Our</b>	the Fundraising Standards Board;
<b>You or Your</b>	the Organisation;
<b>written or in writing</b>	includes email and other electronic methods of communication a hard copy of which may be printed.

1.2 In these Terms & Conditions:

- 1.2.1 words importing the singular number shall include the plural number and vice versa;
- 1.2.2 words importing the one gender shall include all genders;
- 1.2.3 words importing persons shall include corporations;
- 1.2.4 references to any statutory provision shall include any statutory modification of that provision made after the date of these Terms and Conditions;
- 1.2.5 references to “days”, “months” and/or “years” shall have their ordinary meaning;
- 1.2.6 paragraph headings and the Notes which appear at the end of the Terms & Conditions are included for guidance only and shall not affect the interpretation of any provision.

1.3 Throughout the Terms & Conditions various time limits are specified. We understand that there will be times when it will not be possible to achieve one or more of these. If you are aware that you will be unable to meet a time limit you should agree a longer period with us prior to the expiry of the deadline and/or advise those affected by the deadline of the delay and, in general terms, the reason for it. We will do likewise.

**2. Promoting the Scheme**

2.1 When Promoting the Scheme you will:

- 2.1.1 do so in accordance with the Terms and Conditions of this Agreement;
- 2.1.2 include where suitable the Scheme Logo on your website and any other appropriate materials and publications relating to the promotion of good governance and best practice in fundraising;
- 2.1.3 you will, where possible, promote the Scheme to your associates and/or members and to organisations which you might come in contact with, that are set up to support good causes.

2.2 When acting as an Advocate to the Scheme:

- 2.2.1 You will endeavour to carry out your activities in such a way that is not detrimental or inconsistent with the good name, goodwill, reputation and image of the FRSB;
- 2.2.2 Where you engage in fundraising, you should conduct your activities in such a way that is not contradictory with the best practice guidelines for fundraising, as regulated by the FRSB.

### **3. Use of the Scheme Logo**

- 3.1 In connection with the Scheme Logo you agree:
- 3.1.1 to use the logo preceded by the words 'Advocate of';
  - 3.1.2 to comply with our guidelines in relation to specifications for displaying the Scheme Logo;
  - 3.1.3 not to adopt or use any trade mark, sign, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the Scheme Logo;
  - 3.1.4 not to use the Scheme Logo when carrying out your own fundraising activity;
  - 3.1.5 not to use the Scheme Logo in any way which would tend to allow it to lose its distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the FRSB;
  - 3.1.6 not to use the Scheme Logo in conjunction with the promotion of a brand, service or product or use it in such a way, or include the use of wording that would suggest to anyone who sees it, a brand, service or product is endorsed by the Fundraising Standards Board;
  - 3.1.7 to use all reasonable efforts to protect the Scheme Logo from unauthorised use or reproduction;
  - 3.1.8 to remove the Scheme Logo from (and if that is not possible, to withdraw from circulation) any materials bearing it within one month of the termination of this Agreement.

### **4. Membership Fee**

- 4.1 The Membership Fee (which will be calculated on a sliding scale according to the level of your turnover, including grants) will be payable annually whilst you remain a member of the Scheme.

4.1.1 we will give you at least two month's notice of an increase in the Membership Fee scales.

### **5. Termination**

- 5.1 This Agreement will continue, unless terminated in accordance with the provisions of paragraph 5.2, until terminated by either party giving to the other not less than six months' notice in writing.
- 5.2 We may by written notice terminate this Agreement forthwith at any time without liability for compensation or refund of all or any part of the membership Fee if:
- 5.2.1 you fail to comply with any of your obligations under these Terms and Conditions and such failure (if capable of remedy) remains unremedied for one month after being drawn to your attention by written notice from us;
  - 5.2.2 any action is taken for or with a view to winding-up the Organisation or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or an encumbrance takes possession or a receiver is appointed of the whole or any material part of the assets of the Organisation.
- 5.3 Termination of this Agreement shall not affect your or our accrued rights and obligations at the date of termination.

### **6. Variation and Assignment**

- 6.1 You may not assign or transfer any of your rights and/or obligations under this Agreement without our prior written consent.
- 6.1.1 the terms of this Agreement other than paragraph 5.3 (rights accrued prior to termination) may be varied in writing signed by both parties.

## **7. Waivers**

7.1 No delay or omission on our part to exercise any right or power under this Agreement shall be construed as a waiver of the right or power and no single or partial exercise of any right or power shall prevent any further exercise of the right or power.

7.1.1 the rights and remedies in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

## **8. Notices**

Any notice under this Agreement shall be delivered personally or sent by post to the address at the top of the Agreement (or such other address as shall be notified in writing).

## **9. Dispute Resolution**

Whether or not this Agreement has been terminated, neither party will take legal proceedings for the enforcement of its terms or of any rights arising under it, without first having taken positive steps to resolve the matter by negotiation, mediation or other informal method of dispute resolution not involving publicity.

## **10. Confidentiality**

Unless otherwise stated in these Terms and Conditions, we and you agree to treat as confidential all information concerning the affairs operating or business of the other which it acquires in consequence of or in connection with this Agreement

## **11. Third Party Rights**

A person who is not a party to the Agreement has no rights under the Contracts (rights of Third Parties) Act 1999 to enforce any of its term but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **Notes**

1. It is likely that both these Terms and Conditions and the Fundraising Promise will be varied from time to time as the Scheme develops. It will clearly not be practical to agree such amendments with all Scheme members. However we do commit to consult before making such changes.



**FundRaising  
Standards Board**

**Fundraising Standards Board**

61 London Fruit Exchange, Brushfield Street, London E1 6EP

**t.** 0845 402 5442

**f.** 0845 402 5443

**e.** [membership@frsb.org.uk](mailto:membership@frsb.org.uk)

**w.** [www.frsb.org.uk](http://www.frsb.org.uk)

All FRSB materials are available in a range of formats and languages on request.

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