

Fundraising Regulator

TERMS & CONDITIONS OF REGISTRATION

1. Interpretation

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

Agreement the agreement between the Fundraising Organisation and the Fundraising Regulator in relation to the Fundraising Organisation's registration with the Fundraising Regulator created by The Fundraising Organisation's acceptance of these Terms and Conditions;

Board the board of directors of the FR or a sub-committee of that board established with delegated authority to hear complaints;

Fundraising Organisation the organisation registering with the Fundraising Regulator by entering into the Agreement;

Code the Codes of Fundraising Practice and the Rulebooks for Street Fundraising and Door Fundraising issued by the FR, as varied from time to time;

Commercial Organisation an organisation involved in fundraising for good causes as a professional fundraiser or a commercial participator (as those terms are defined in the Charities Act 1992);

Complaint a communication alleging or indicating that there has been a breach of the Code;

Exempt Charity a charitable organisation not regulated by or registered with the Charity Commission;

Fundraising Materials materials used in connection with soliciting donations and communicating with donors in connection with their donations including printed materials, electronic communications and your website (if any);

Fundraising Promise	the promise adopted by the FR, and made by organisations registered with the FR to the public about the way in which they will fundraise (as varied from time to time);
FR	Fundraising Regulator, company no.10016446;
Levy	the amount payable each year by the Fundraising Organisation if it falls within Part I of the Appendix to these Terms and Conditions;
Registration	the act of supporting self-regulation and good fundraising practice by registering with the FR in accordance with the Agreement;
Registration Badge	the electronic badge that will be issued to the Fundraising Organisation by the FR Following (and by way of confirmation of) its registration;
Registration Fee	the amount payable each year by the Fundraising Organisation if it falls within Part II of these Terms and Conditions;
Rulebooks for Street Fundraising and Door Fundraising	the FR's Rulebooks for Street Fundraising and Door Fundraising (as varied from time to time) set out on the website;
Spend on Generating Voluntary income	the amount reported by a charity registered with Charity Commission in its accounts for the preceding accounting period as the amount it spent on raising voluntary income;
Terms & Conditions	these Terms & Conditions of Registration, as may be varied from time to time;
us, we or our	the FR;
you or your	the Fundraising Organisation;
website	the website of the FR: https://www.fundraisingregulator.org.uk/
written or	includes email and other electronic methods of

in writing 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 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. Good Practice in Fundraising

2.1 When fundraising you will:

2.1.1 do so in accordance with the Fundraising Promise and such of the Code as applies to the fundraising methods you will be using;

2.1.2 promote the Fundraising Promise (including, if you have a website, reproducing the Fundraising Promise on it);

2.1.3 include on your Fundraising Materials the Registration Badge (unless it is impractical to do so).

3. Your handling of Complaints

3.1 You will have in place a complaints procedure that complies with the requirements of the Fundraising Regulator as set out in paragraph 3.2 below.

- 3.2 A complaints procedure which complies with the requirements of Fundraising Regulator is one which is stated in writing and can be made available on request and/or is set out on your website (if you have one). It includes:
- 3.2.1 an explanation of how a complaint may be made;
 - 3.2.2 a requirement for your organisation to keep a record of complaints in accordance with paragraphs 3.3 and 3.4 below;
 - 3.2.3 contains a commitment to investigate any complaint about fundraising received within a reasonable timescale and to advise the complainant:
 - 3.2.3.1 of the outcome of the investigation in writing within 28 days of acknowledgement of receipt of the Complaint; and
 - 3.2.3.2 of the opportunity to refer the Complaint to the FR if they are dissatisfied with the outcome of your investigation provided that they do so within two months of your response.
- 3.3 Your record of complaints will be available for inspection by us (on request after reasonable notice) and will include details of the complaint, the date it was received, details of any investigation you may have undertaken and a copy of all communications regarding the issue.
- 3.4 You will retain your records relating to a Complaint for at least 24 months from the date on which the Complaint was made, except where data protection law requires that the information be put beyond use earlier than this (for example, where the complainant within this timeframe requests that their information be destroyed).
- 3.5 You undertake to:
- 3.5.1 provide us with copies of your Fundraising Materials if requested to do so;
 - 3.5.2 cooperate fully with us in the event that a Complaint is referred to us and to comply with any remedy we propose pursuant to paragraph 4.2.

4. How we will handle Complaints made to us about your fundraising

- 4.1 If a Complaint is referred to us, we will handle it in the manner set out on the website.
- 4.2 If a Complaint against you is upheld by the Board, the Board shall have discretion to specify either that no further action is appropriate or to censure you and prescribe an appropriate remedy, which might include one or more of the following:
- 4.2.1 requiring you to apologise privately and/or issue a public apology to the complainant;

- 4.2.2 recommending that your fundraisers or any Commercial Organisation working with you undergo further training (or is referred to on-line materials providing appropriate guidance);
 - 4.2.3 recommending that you suspend fundraising;
 - 4.2.4 requiring you to send to us, in advance, details of proposed fundraising campaign for a period specified by us;
 - 4.2.5 requiring your governing body to commission an external, independent audit of your fundraising against the requirements of the Code;
 - 4.2.6 refer the matter to the Charity Commission or other appropriate authority;
 - 4.2.7 terminate your Registration.
- 4.3 It is our intention to include in our annual report and on the website details of all Complaints referred to the Board, stating clearly whether or not they have been upheld and, at our discretion, any remedy sought.

5. Support to be provided by the FR

- 5.1 In addition to managing Complaints we will:
- 5.1.1 promote the Code and registration with the Fundraising Regulator so as to foster public confidence in fundraising and to make registration an important part of that confidence;
 - 5.1.2 include details of all organisations registered with the FR on our website;
 - 5.1.3 offer guidance and support relating to good fundraising practice and complaints management;
 - 5.1.4 consult stakeholders on proposals to revise or change the Code, the Fundraising Promise or these Terms & Conditions;
 - 5.1.5 operate (or procure the operation of) a Fundraising Preference Service to ensure that individuals who do not wish to receive specific types of fundraising communication can communicate their preferences to fundraising organisations;
 - 5.1.6 publish an annual report on our work, our income and expenditure, Complaints that have been referred to the Board and the issues we encountered which we believe should be reported;
 - 5.1.7 to the extent that our funds permit, to carry out or commission research into fundraising methods, practices, trends and other matters of interest to the public and to organisations raising funds for good causes and to disseminate the results of that research.

6. Use of the Registration Badge

- 6.1 In connection with the Registration Badge, you agree:
- 6.1.1. to comply with our guidelines in relation to its display;
 - 6.1.2. 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 Registration Badge;
 - 6.1.3. not to use the Registration Badge 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 FR;
 - 6.1.4. to use all reasonable efforts to protect the Registration Badge from unauthorised use or reproduction;
 - 6.1.5. to remove the Registration Badge from (and if that is not possible, to withdraw from circulation) any materials bearing it or them within one month of the termination of this Agreement.

7. Registration fee and levy

- 7.1 You agree to pay annually the Registration Fee or Levy according to the nature and circumstances of your organisation.
- 7.2 We may vary the rate of the Registration Fee and the Levy from time to time but we will give you at least two months prior notice of any change.

8. Termination

- 8.1 This Agreement will continue, unless:
- 8.1.1 terminated in accordance with the provisions of paragraph 8.2, or
 - 8.1.2 terminated by either party giving to the other not less than six months' notice in writing.
- 8.2 We may by notice terminate this Agreement forthwith at any time without liability for compensation or refund of all or any part of the Registration Fee or Levy if:
- 8.2.1 you fail to comply with any of your obligations under these Terms and Conditions and such failure (if capable of remedy) remains un-remedied for one month after being drawn to your attention by written notice from us;
 - 8.2.2 your Registration terminated in accordance with paragraph 4.2.7; or
 - 8.2.3 any action is taken for or with a view to winding-up the Fundraising 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 encumbrancer takes possession or a receiver is appointed of the whole or any material part of the assets of the organisation.

8.3 Termination of this Agreement shall not affect your or our accrued rights and obligations at the date of termination (including, but not limited to, the confidentiality provisions of paragraph 14).

8.4 In the event of the termination of this Agreement we shall retain any Fundraising Materials, annual returns or other materials received from you for a period not exceeding five years, after which time we will destroy them.

9. Confirmations

9.1 The Fundraising Organisation confirms as follows:

9.1.1 that it is empowered to register with the Fundraising Regulator and to abide by these Terms and Conditions; and

9.1.2 its governing body has resolved that it should be registered with the FR and that it will abide by the Terms and Conditions.

10. Variation and Assignment

10.1 You may not assign or transfer any of your rights and/or obligations under this Agreement without our prior written consent.

10.2 The terms of this Agreement other than paragraph 8.3 (rights accrued prior to termination) may be varied in writing signed by both parties.

11. Waivers

11.1 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.

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

12. Notices

Any notice under this Agreement shall be:

12.1 delivered personally or by post to the address at the top of the Agreement (or such other address as shall be notified in writing); or

12.2 sent by email to FR at registration@fundraisingregulator.org.uk or to you at the email address used by the FR to communicate with you (or such other email address as shall be notified to us).

13. 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.

14. 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

15. 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.

16. Governing Law

These Terms and Conditions of Registration are governed by [English] [Northern Ireland] law.

REGISTRATION FEE AND LEVY

For the year July 2016 to June 2017 inclusive

Part I – The Registration Fee

Payable by registered charities with a Spend on Generating Voluntary Income of less than £100,000

£50

Part II – The Levy

The amounts specified below for the Levy includes the Registration Fee.

Registered charities which Spend on Generating Voluntary Income is £100,000 or more

<i>Spend on Generating Voluntary Income £</i>	<i>Levy £</i>
100,000 – 149,999	150
150,000 – 199,999	300
200,000 – 499,999	800
500,000 – 999,999	1,500
1m – 1,999,999	2,500
2m – 4,999,999	4,000
5m – 9,999,999	6,000
10m – 19,999,999	8,000
20m – 49,999,999	12,000
Over 50m	15,000

Exempt Charities

Levy - £1,000

Commercial Organisations

<i>Fundraising Turnover* £</i>	<i>Levy £</i>
Up to £99,999	100
100,000 - 249,999	200
250,000 - 499,999	400
500,000 - 999,999	600
1m or more	1,200

***Fundraising turnover**

This is defined as your company turnover of goods and services provided to your clients for the purposes of undertaking fundraising activity and should exclude any bought-in third party costs (but not any mark-up related to such costs) such as design, printing, premiums, materials services and the like.