

# Chartered Institute of Fundraising: Public Fundraising Terms & Conditions

## Background

1. The Chartered Institute of Fundraising (CIOF) has a public fundraising levy scheme in place, which applies to all charities and not-for-profit organisations (Organisational Members) which benefit from face-to-face fundraising via a Corporate Member or directly as an Organisational Member that has an in-house team.
2. By utilising the CIOF public fundraising services, you agree to these terms and conditions.
3. By utilising the CIOF public fundraising services, you are demonstrating a strong commitment to delivering compliant and ethical standards of public fundraising.
4. Charities and third parties alike also benefit from a targeted external affairs programme, guidance, toolkits, training and events. The desired impact of the service is a sector-wide improvement in standards, as well a continuous improvement in the perception of fundraising from the public.
5. The levy covers the cost of all the CIOF's activities related to public fundraising. Some of these services are only available to CIOF Organisational Members that pay the levy and CIOF Corporate Members that submit levy returns on behalf of their Organisational Member clients:
  - 5.1. Access to the diary management of more than 100 street public fundraising diaries across England, Wales and Scotland. A full list of these diaries can be found here: <https://ciof.org.uk/about-us/what-were-doing/compliance/local-authorities/find-or-request-an-sma>
  - 5.2. Attendance at the CIOF's public fundraising meetings, convening with peers on key issues facing the sector and an opportunity to shape guidance. Organisational Members will be invited to join the Public Fundraising Organisational Members Forum, while Corporate Members and Organisational Members that have in-house teams will be invited to join the Public Fundraising Operational Management Panel.
  - 5.3. Free on-demand training for staff, helping to drive the highest standards in public fundraising. Training will be launched in 2025.
  - 5.4. Bi-annual benchmarking, covering key performance indicators, attrition and complaints for face-to-face fundraising, as well as telemarketing. All data is anonymised and the completed survey allows Organisational Members to compare their performance against industry standards.
  - 5.5. CIOF engagement with local councils and Business Improvement Districts to protect and improve existing fundraising sites and explore and secure new ones.
  - 5.6. An independent mystery shopping programme, covering regular giving and lottery sign-ups at private sites. The mystery shopping programme contracts

agents who pose as ordinary members of the public to sign-up for regular gifts to charity. The agents then write up reports, which are made available for the relevant member(s). (See separate Public Fundraising Mystery Shopping Participation Agreement and Private Site Mystery Shopping Terms of Reference which can be obtained by email on request to [publicfundraising@ciof.org.uk](mailto:publicfundraising@ciof.org.uk)) The CIOF also plans to re-introduce regular compliance reporting, enabling participants to compare themselves against the industry standard.

6. The levy also helps to fund our work on public fundraising advocacy for members and the wider sector, including engagement with the media and the Fundraising Regulator as appropriate, and to produce fundraising guidance & advice, helping members to deliver the highest standards in public fundraising.
7. The levy applies to all public fundraising sign-ups, including those that don't go on to make a first payment.

## **The process**

8. A monthly record (levy return) will be submitted to the CIOF each month via the CIOF website. This record will either be submitted by the Organisational Member, where they run in-house operations, or by the Corporate Member where the Organisational Member outsources its public fundraising activities.
9. The record will identify the number of public fundraising sign-ups to obtain a promise of a regular donation over the previous calendar month, broken down by type of public fundraising, e.g. street, private site or door-to-door, and by geographical area. (Note: This refers to all forms signed at the point of contact between the charity representative and the individual in the street, at a private site venue or at their home where the intention was to set up a donation on a regular basis to an Organisational Member. The information supplied should be broken down by region according to where the fundraising activity took place and not on the supporter's home post-code.)
10. On receipt of this information, the CIOF will invoice each Organisational Member to collect a levy for each person that signed up. The levy is non-refundable if a donor does not actually commence making donations.
11. Where an Organisational Member or a Corporate Member wishes to begin public fundraising, they will need to contact the CIOF to create the necessary forms on the CIOF website before the monthly records can be submitted.

## **Fees charged**

12. All Organisational Members engaging in public fundraising on the door (standard regular giving), street or private site (standard regular giving & lottery) are required to pay the levy, which will continue to fund the public fundraising services provided by the CIOF. The rates are
  - £0.70 (+VAT) for Street regular giving,
  - £0.65 (+VAT) for Private Site regular giving and lottery, and
  - £0.55 (+VAT) for Door-to-Door regular giving.
13. The prompt collection of these levies will ensure that the CIOF service around public fundraising remains self-financed and can respond to members' needs. Collection is requested by BACS and payments should reference the respective invoice(s).
14. Levy amounts may be reviewed from time to time. Members will receive 3 months' notice of any change in rates.

15. Members will be consulted prior to any additional levies being implemented and 3 months' notice will be given for the introduction of new fundraising channels in the levy scheme.

## **Chartered Institute of Fundraising's responsibilities**

16. The CIOF has the following responsibilities:

- 16.1 Promote good practice in public fundraising for regular gifts to non-profit organisations
- 16.2 Administer, or help to administer, diaries for street fundraising in three separate systems by which CIOF members are allocated fundraising sites throughout the UK:
- London Site Management (LSM)
  - National Site Diaries (NSDs)
  - Scotland

(Further information on the diary system can be found in CIOF's Site Management handbook which can be obtained by email on request to [publicfundraising@ciof.org.uk](mailto:publicfundraising@ciof.org.uk))

- 16.3 Administer a clash avoidance system for Door-to-Door fundraising in London (DVMS) by which members secure postcodes where they can fundraise avoiding instances of clashes with other professional fundraising organisations (PFOs).

(Further information on DVMS can be found in CIOF's DVMS Management Statement which can be obtained by email on request to [publicfundraising@ciof.org.uk](mailto:publicfundraising@ciof.org.uk))

- 16.4 Deal promptly and fairly with diaries and allocations management
- 16.5 Notify and seek views of Members of any proposed new Site Management Agreements
- 16.6 Notify Members promptly of new Site Management Agreements concluded and provide timely information about implementation and management.
- 16.7 Keep all financial and other business sensitive information provided by Members in respect of the public fundraising services confidential from other Members, and only to distribute such information in formats which prevent identification of their source
- 16.8 Engage with legislative processes which require information about the self-regulation of Public Fundraising and with the Fundraising Regulator's Code consultations where relevant.

## **Corporate Members' responsibilities**

17. Corporate Members have the following responsibilities:

- 17.1 Corporate Members are required to adhere to the Chartered Institute of Fundraising - Member Code of Conduct ([ciof.org.uk](http://ciof.org.uk)) and Chartered Institute of Fundraising - Complaints and Disciplinary Rules ([ciof.org.uk](http://ciof.org.uk)) ("Complaints Policy"), follow the Fundraising Regulator's Code of Fundraising Practice and the Chartered Institute of Fundraising's Rule Books.

- 17.2 Corporate Members should ensure that all the Organisational Members listed on their returns are members of the CIOF and encourage those that are not yet members to join.
- 17.3 All members of the CIOF which are engaged in Public Fundraising are encouraged to register with the Fundraising Regulator.
- 17.4 Corporate Members should complete a new client/campaign form via the website as soon as a new Organisational Member has completed their first month of public fundraising.
- 17.5 Corporate Members should ensure that their clients are aware of their responsibilities in the levy scheme.
- 17.6 The levy charge will be invoiced by the CIOF directly to the Organisational Member. Corporate Members do not need to collect any levy charges.
- 17.7 Corporate Members are required to submit levy returns by the 14<sup>th</sup> of each month.

18. Members must not:

- 18.1 abuse the CIOF diary management systems by over-bidding for space
- 18.2 accept allocations which they have no intention of using
- 18.3 fail to release allocated sites which they are unable to use as soon as this is known.
- 18.4 attempt to fundraise on a site or in an area, which has been allocated to another fundraising team
- 18.5 engage in or endorse any activity, which would be likely to bring the practice of public fundraising into disrepute.

## **Organisational Members' responsibilities**

19. Organisational Members have the following responsibilities:

- 19.1 Organisational Members are required to adhere to the Chartered Institute of Fundraising - Member Code of Conduct ([ciof.org.uk](http://ciof.org.uk)) and Chartered Institute of Fundraising - Complaints and Disciplinary Rules ([ciof.org.uk](http://ciof.org.uk)) ("Complaints Policy"), follow the Fundraising Regulator's Code of Fundraising Practice and the Chartered Institute of Fundraising's Rule Books.
- 19.2 Organisational Members will pay the levy charges on receipt of invoice.
- 19.3 Where Organisational Members use purchase orders, these should be provided to the CIOF on a timely basis to enable the CIOF to issue the levy invoices.
- 19.4 Organisational Members should encourage the agencies that they work with in the UK that are not members to become members of the CIOF.
- 19.5 Consider giving preference to CIOF members in the activity of public fundraising. (For the avoidance of doubt there is no obligation to refer work to other CIOF members).

- 19.6 All members of the CIOF which are engaged in Public Fundraising are encouraged to register with the Fundraising Regulator.
- 19.7 Where Organisational Members have in-house public fundraising activities, their levy returns should be submitted by the 14<sup>th</sup> of each month.
20. Members must not:
- 20.1 abuse the CIOF diary management systems by over-bidding for space
  - 20.2 accept allocations which they have no intention of using
  - 20.3 fail to release allocated sites which they are unable to use as soon as this is known
  - 20.4 attempt to fundraise on a site or in an area, which has been allocated to another fundraising team
  - 20.5 engage in or endorse any activity, which would be likely to bring the practice of public fundraising into disrepute.

### **Failure to comply with these terms**

21. In the event of a Member's failure to comply with these terms the CIOF may take any of the steps noted in this section of these terms:
22. In the first instance the CIOF will notify the relevant Member of the CIOF's concerns, remind the Member in writing of their obligations and request confirmation that the Member will comply in future.
23. If a Member fails to provide their Public Fundraising staff with the privacy notices required for the mystery shopping services, the CIOF may suspend these services until it is assured that privacy notices have been supplied.
24. Any Member refusing to pay monies owed shall be subject to the following sanctions:
- 24.1 The Member will be reminded in writing that in order to access the Public Fundraising Services they are required to pay the fees.
  - 24.2 the Member will not be able to access Street sites controlled by the CIOF.
  - 24.3 the Member will not be able to secure Door-to-Door postcodes for London by taking part in DVMS.
  - 24.4 the Member will not be included in any active Mystery Shopping Programmes being run by the CIOF.
25. If no agreement to pay monies owed is forthcoming, or such an agreement is not followed, the CIOF may seek to recoup funds by legal means and withdraw Public Fundraising Services.
26. Should there be a complaint regarding professional misconduct or should CIOF believe that the Code of Fundraising Practice and the Rules are not being complied with despite feedback and reminders, the matter will be brought to the CIOF's Head of Professional Conduct (or other equivalent person) for review at which point the CIOF's Complaints Policy may be invoked. While investigations are underway, the

Member may be suspended as a Member and/or Public Fundraising Services may be suspended.

## **Term of agreement**

27. This agreement shall come into force on the date on which the CIOF performs any public fundraising service for an Organisational or Corporate Member and shall remain in full force and effect for as long as the CIOF is providing Public Fundraising Services or until terminated earlier in accordance with these Terms and Conditions Agreement (see Termination of Services section below).

## **Termination of Services**

28. A Member shall cease to be supplied with services by the CIOF:

28.1 on 3 months' notice from the CIOF, or

28.2 if sums due to CIOF remain unpaid seven days after notice is served by the CIOF that services will be terminated if no payment is received, or

28.3 if they cease to be members of the CIOF, or

28.4 in the event that the Member organisation goes into liquidation or is wound up.

29. In the event of termination of membership, the former member remains liable for all fees, levies and any other sums invoiced by CIOF that are still outstanding from their period of membership. The fee for any unexpired period of membership will not be refunded.

30. Termination or expiry of these terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination or expiry.

31. Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these terms shall remain in full force and effect.

## **Confidentiality**

32. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as included below.

33. Each party may disclose the other party's confidential information:

33.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this section (Confidentiality); and

33.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

34. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms.

## **Intellectual Property Rights**

35. For the purposes of these terms, the CIOF's Intellectual Property Rights are defined as patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
36. All Intellectual Property Rights in or arising out of or in connection with the Public Fundraising Services (other than Intellectual Property Rights in any materials provided by the Member) shall be owned by the CIOF.
37. The CIOF grants to the Member or shall procure the direct grant to the Member of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of these Terms and Conditions to copy and modify the reports and other materials prepared by the CIOF as part of the Public Fundraising Services (excluding materials provided by the Member) for the purpose of receiving and using the Public Fundraising Services.
38. The Member shall not sub-license, assign or otherwise transfer the rights granted in this agreement.
39. The Member grants the CIOF a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Member to the CIOF for the term of the provision of the Public Fundraising Services for the purpose of providing the Public Fundraising Services to the Member.

## **Limitation of Liability**

40. References to liability in this section include every kind of liability arising under or in connection with these terms including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
41. Nothing in this section (Limitation of Liability) shall limit the Member's payment obligations under these terms and neither party may benefit from the limitations and exclusions set out in this section in respect of any liability arising from its deliberate default.
42. Nothing in these terms limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.
43. Subject to clauses above, the CIOFs total liability to the Member for loss or damage shall not exceed £100,000.
44. Subject to clauses above, the types of losses that are wholly excluded are loss of profits, loss of donations, sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.
45. This section (Limitation of Liability) shall survive termination of these terms.

## General

46. **Force majeure.** Neither party shall be in breach of these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.
47. **Assignment and other dealings:** The CIOF may at any time assign, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms. The Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these terms without the prior written consent of the CIOF.
48. **Variation.** The CIOF may amend, update or vary these terms unilaterally at any time provided the Members have been given 3 months' notice.
49. **Waiver.** A waiver of any right or remedy under these terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
50. **Severance.** If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms. If any provision or part-provision of these terms deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
51. **Third party rights.** Unless it expressly states otherwise, these terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary these terms are not subject to the consent of any other person.
52. **Governing law.** These terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
53. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or its subject matter or formation.

If you need to contact the CIOF about anything related to these Terms and Conditions, please email us at [publicfundraising@ciof.org.uk](mailto:publicfundraising@ciof.org.uk).