Notes d

Notes: These note and should be rem

1. General

This templat Fundraiser" Charity. "Org grant making e.g. to include legal advice to adapt it (in

2. Scope of m

The Schedu by a charity charity law Organisation amount to a is doubt in a

3. Solicitation

A statement donors abou examples of the parties w legally appro Fundraiser.

4. Fees

The main bo about fees, the parties. In particular pay to the Preasonably fundraising particularing out (covering, fo

5. **Negotiating**

The charity r Agreement a charity. In th to be covere form of agre

ndraiser Agreement (Organisation)

y do not form part of this template Agreement ent before it is used.

arity makes an arrangement with a "Professional w) for it to recruit Organisations as donors to the te is confined to any incorporated legal entity or tend the meaning of "Organisation" beyond this, ship business or other entity, you will need to take use this template and, if so, how you might need a Data Protection Legislation).

fundraiser"

amples where a fundraising business is engaged fundraising business would be regarded under essional Fundraiser" because it is recruiting donations from them. Other situations might also essional fundraiser" under charity law, and if there ould be taken.

aw to be made by a Professional Fundraiser to nme carried out by it. The Schedule gives some a statement. The examples are only illustrative: case (either in the Agreement or separately) on tement to donors to be made by the Professional

emplate include some basic suggested provisions all provisions will depend on what is negotiated by dent when agreeing a fee amount or formula, and nsure as far as possible that what it will actually II be proportionate to the benefit which the charity The basis for calculation of fees payable for ees might be a fixed sum, or daily/hourly rate for are often elaborate other or additional provisions fees as a proportion of the amount raised).

ional Fundraiser

fessional Fundraiser puts forward its own form of to accept a form of document put forward by the wish to use this template as a checklist of points and, include in the Professional Fundraiser's own ions required by the charity.

RAISER AGREEMENT

/EEN:

ional Fundraiser>>

nd

f Charity>>

] day of []

THIS PROFESSION **BETWEEN:**

- <<Name of (1) number <<C Address>>]
- (2) <<Name of <<Company Address>>1 the Charity (Number>>1 ("the Charity

WHEREAS:

- The Charity w (1) defined below programme d expertise in th
- The Charity a (2)Programme for the Charity mi
- (3)The principal of [money][or methods set of or applied for be given or a other than the
- (4) The Fundrais fund-raising b engaged in so benevolent o Programme a Fundraiser" as
- This Agreeme (5)
- The Charity is (6)
- 1. **Definitions**

"Agreement"	
"Charity Law"	
"Charity Logo"	
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EEMENT is made the [] day of []

> [a company registered in England under mber>> whose registered office is at <<insert >>] ("the Fundraiser"); and

ly registered in England under number whose registered office is at <<insert</p> >] and a charity [registered as a charity with Wales under number << Charity Registration short form or variant of the full name used>>1

its charitable objects from Organisations as ange for the carrying out of the fundraising ("the Programme") and the Fundraiser has services.

greed that the Fundraiser will undertake the erely advise or assist the Charity as to how

me is for the Fundraiser to Solicit donations r the benefit of the Charity by means of the details of the types of donations to be given and the circumstances in which they are to Schedule. No charitable or benevolent body the Programme.

Fundraising Regulator and it] carries on a ss carried on for gain and wholly or primarily uring money or other property for charitable, s. and therefore. In connection with the Charity, the Fundraiser is a "Professional

oly with Charity Law.

he Charity Logo and Charity Name.

means this Agreement including its Schedule;
means the Charities Act 1992 (as amended by the Charities Act 2006 and the Charities (Protection and Social Investment) Act 2016) and the Charitable Institutions (Fundraising) Regulations 1994 (as amended by the Charitable Institutions (Fundraising) (Amendment) Regulations 2009);
means the logo of the Charity [which is registered as a trademark no. < <insert number="">>] [of which the Charity is the registered proprietor] [the Intellectual</insert>

	Property rights in which are own
	the Charity];
"Charity Name"	means the Charity's name[s];
"Data Protection Legislation"	means all applicable legislation in from time to time in the UKingdom applicable to data prote and privacy including, but not li to, the retained EU law version General Data Protection Regul ((EU) 2016/679) (the "UK GDPR it forms part of the law of England Wales, Scotland, and Northern In by virtue of section 3 of the Euro Union (Withdrawal) Act 2018; the Protection Act 2018 (and regula made thereunder); and the Privace Electronic Communicate Regulations 2003 as amended;
"Expiry Date"	means the end of the Term or if so the date upon which the Progra will terminate in accordance wit terms of this Agreement;
"Fundraising Scheme"	means the Code of Fundra Practice of the Fundraising Regu
"Intellectual Property"	means intellectual property belonging absolutely to any par which the party is entitled to including any patent, papplication, know-how, trade trademark application, regist design, copyright, database rigother similar intellectual or commitment;
["Key Performance Indicators"	means those service standards are detailed in Part 1 of the Sche
"Organisation"	means any legal entity which established and operates as eith incorporated entity or as a grand making trust;
"Personal Data"	means "personal data" as defin the Data Protection Legislation;
"Programme"	means the fundraising progracomprising the activity or activities be carried out by the Fundraiser for Charity as detailed in Part 1 or Schedule and on the terms or Agreement;
"Solicit"	means to solicit in any may whatever, whether expressly impliedly, and whether by spendirectly to a person to whom solicitation is addressed or by means.

"Solicitation Stater	
"Term" "Territory"	
"Written Statement	
2. Term of Pro	

of a written statement;
means the solicitation statement requirements of Charity Law applicable to the Fundraiser, namely that the Fundraiser must accompany representations to potential donors with a solicitation statement before a donation is given;
means the period of the Programme as described in this Agreement;
means [England & Wales] [the United Kingdom] [< <define of="" other="" part="" s="" the="" uk="">>];</define>
means a written statement which complies with Charity Law for solicitation statements, the terms of which are agreed between the Charity and the Fundraiser, which clearly indicates: (i) the name of the Charity; and (ii) the method by which the Fundraiser's remuneration in connection with the appeal is to be determined; and (iii) the actual amount of that remuneration or sum, if that is known at the time when the statement is made, and if that is not then known, then instead the estimated amount of the remuneration or sum, calculated as accurately as is reasonably possible in the circumstances.

The Term of the months] subje

3. Responsibi

The Fundrai

- 3.1 carry [and
- 3.2 at all regul
- 3.3 at all Law limita reque kept)

m <<date>> [to <<date>>] [for <<number>> ion under the terms of this Agreement.

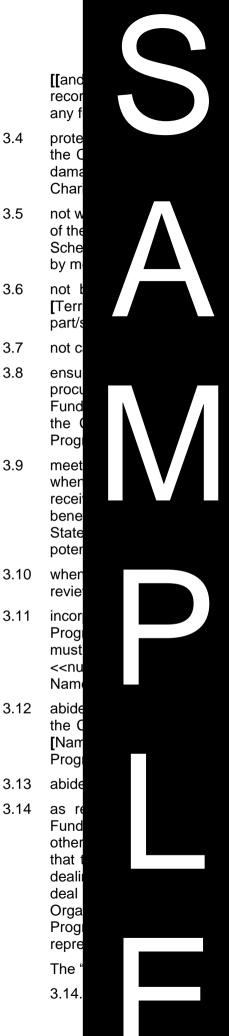
venants with the Charity to:

he Territory, in accordance with this Agreement licators detailed in Part 1 of the Schedule];

are, skill and diligence, and work diligently and onations;

s comply with any relevant provisions of Charity ble legal requirements), including (but without ake available to the Charity in legible form on times any books, documents or records (however ty and are kept for the purpose of this Agreement

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d keep copies of any such books, documents or make any such copies available for inspection by

enefit of the Charity the goodwill associated with logo [and] [other Intellectual Property], and not], [Logo] [or other Intellectual Property], or the preputation;

ess written consent carry out any activities as part de the Territory or other than as prescribed in the t Solicit any donations of money or other property edia, telephone, the internet, or direct marketing:

gramme similar to the Programme within the es] **OR** [the United Kingdom] **OR** [<<define other ther charity at any time during the Term;

al to the activities of the Charity;

sources to carry out the Programme properly, and yees, servants, consultants and agents of the persons for the purpose of raising donations for tely trained and supervised in relation to the

ent Requirements applicable to the Fundraiser donors that donations of money or other property ential donors are to be given to or applied for the mpanying such representations with the "Written and must make the Written Statement to each s a donation:

amme, use only such materials as have been Charity;

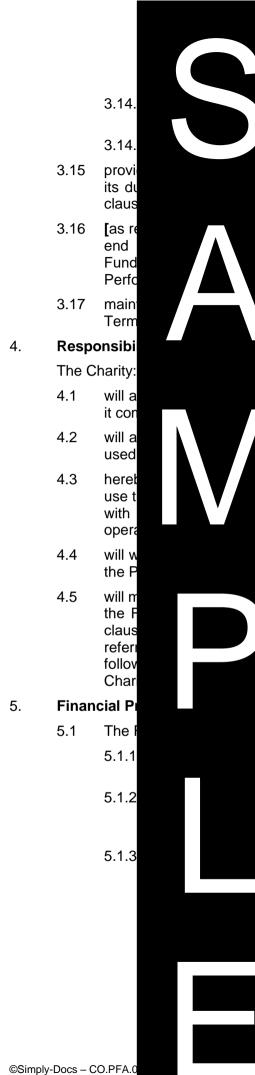
used by the Fundraiser in connection with the e] [and] [Logo]. The Charity [Name] [and] [Logo] nied by the Charity's charity registration numbers). All artwork bearing the Charity Logo or Charity final approval before it is produced;

ctions and directions given from time to time by without limitation) as to how the Charity [Logo] materials in connection with the carrying out the

ons of the Fundraising Scheme;

, in the course of or in connection with the this Agreement, protect vulnerable people and rom the behaviour referred to below by ensuring presentatives do not have any direct or indirect eople and that the only individuals that it and they of the public and are instead representatives of ey approach as part of properly carrying out the it and them only in their capacity as such

on a person's privacy;



persistent approaches for the purpose of soliciting money or other property;

e on a person to give money or other property;

tion and assistance to enable the Charity to meet monitor the Fundraiser's compliance with Sub-

chedule, provide to the Charity during and at the ports in reasonable detail in respect of the the Programme [with reference to the Key it in Part 1 of the Schedule]]. [; and

Fundraising Regulator at all times during the

ten Statement with the Fundraiser to ensure that n Statement Requirements;

nt of all other materials with the Fundraiser to be nection with the Programme;

a non-exclusive, non-transferable sub-licence to [Logo] in the Territory in all materials associated all allow the Fundraiser to represent itself as pehalf of and for the benefit of the Charity;

ne Fundraiser as reasonably required, to support

er's compliance pursuant to Sub-clause 3.13 with the Fundraiser's compliance pursuant to Subser's duty to protect people from the behaviour. The Charity will monitor that compliance by the here the arrangements to apply to enable the

and covenants with the Charity, to:

out any deduction or set-off, as specified in 5.1.3 ations received:

ct>> at the Charity no later than 14 days after the of the amount of donations that have been raised

amount of donations as soon as practicable after ne Fundraiser and shall do so by no later than 28 receipt in the case of each amount received. It unts:

k account as follows:

int of Charity>>



5.1.4

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of Fundraiser>>

>>:^¹

o the Charity;

nprise property other than money, either to the y (or other officer nominated by the Charity) or in nstructions given for the purpose by the Charity property held by the Fundraiser until dealt with h such instructions shall be securely held by it;]

om the Charity at any time(s), provide a detailed relation to any monies or other property received he benefit of or otherwise falling to be given to or of the Charity.

rrying out the Programme in accordance with this y the following fees to the Fundraiser:

fixed fee amount>> plus VAT.]

T per <<day/hour>> in respect of work which the peen carried out exclusively on the Programme of the fee in excess of £<<insert total amount>> itten approval of the Charity obtained before the hal work.]

an 28 days after the end of the Programme, issue th is a valid VAT invoice where applicable) for all e due and payable to the Fundraiser in connection

21 days after receipt of the Fundraiser's invoice above, pay the invoice by cheque made out to eduction or set-off.

• 5.6 below] each party shall bear the costs and pligations under this Agreement.

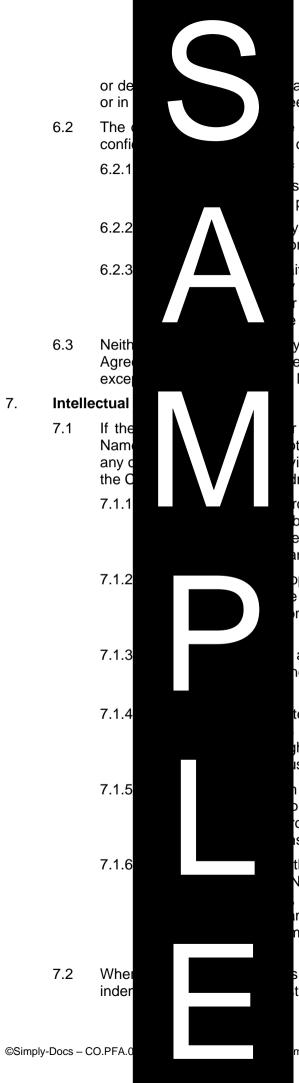
to the Fundraiser those [types of] [specific] Programme which are described in Part 3 of the ill only be reimbursable against receipts, or other e properly incurred as reasonably required by the

6. Confidentia

6.1 Each confidence of the relati

ertakes to the other party to treat as secret and me, for any reason, to disclose or permit to be sons, or to otherwise make use of or permit to be relating to the business or other affairs or finances without limitation, information or data comprising, Programme or this Agreement) where knowledge

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as received by the first party during the period of ement: and

referred to in this clause shall not apply to any other party which:

and is at the free disposal of the first party or is se in the public domain prior to the receipt of such party; or

y available on a non-confidential basis through no

ith by the first party from a third party, who on the first party, claims to have no obligations of party in respect of it and imposes no obligations first party.

y public announcement or publicity about this e without the written consent of the other party law or any competent authority.

r authorises the Fundraiser to use, the [Charity ther Intellectual Property of the Charity (including virtue of Sub-clause 7.3), then in consideration of, traiser agrees and undertakes that:

roperty shall at all times be maintained in strict be used by the Fundraiser as a non-exclusive ection with and for the reasonable purposes of amme:

pperty being a valuable asset of the Charity, it will same to any person for any reason or purpose nsent of the Charity as appropriate or as provided

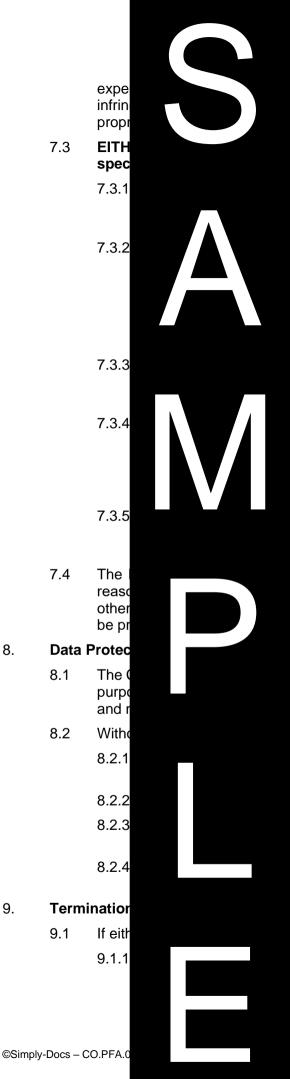
any act or thing to be done in derogation of the nection with its Intellectual Property either during

ter the Term in any way dispute or impugn the [Logo] [or] [Name] or other Intellectual Property tht of the Charity thereto or any person whom the use the same both during the Term and thereafter;

n any website a hyperlink to the Charity's website onsent which may be later revoked, in which case ocure that the hyperlink is removed within seven istructions to do so; and

the Term, it shall forthwith discontinue use of the Name] and any other Intellectual Property of the directly or indirectly, thereafter operate or do ime or in any manner whatsoever that might tend appression that it is in any way associated with the

material for the Programme, the Fundraiser will all liability, loss, damages, claims, costs and



sts) arising out of any claim in respect of any ed) of any intellectual property rights or other arty whether in the United Kingdom or elsewhere.

in material produced by the Fundraiser me are to belong to the Fundraiser)

at the Fundraiser does and will own all Intellectual s designed by the Fundraiser, whether or not such specifically for the Programme.

ses to the Charity any such materials for use by to the Programme, the Charity agrees that such all only be as a non-exclusive licensee and as for the purposes of the Programme]

s in material produced by the Fundraiser ogramme are to belong to the Charity)

at the Fundraiser does and will own all Intellectual rials designed by the Fundraiser which the esign specifically for the Programme.

loses to the Charity, for use by the Charity in nme, any materials not designed specifically for Fundraiser, the Charity agrees that such use of Charity shall only be as a non-exclusive licensee essary for the purposes of the Programme.

that the Charity will own all Intellectual Property d by the Fundraiser which the Fundraiser designs gramme.]

the Charity all those materials that the Charity h the Fundraiser's carrying out of the Programme ich the parties specifically agree in writing are to

r agree that, in relation to the Programme, for the on Legislation, the Fundraiser is not required to sonal Data on behalf of the Charity.

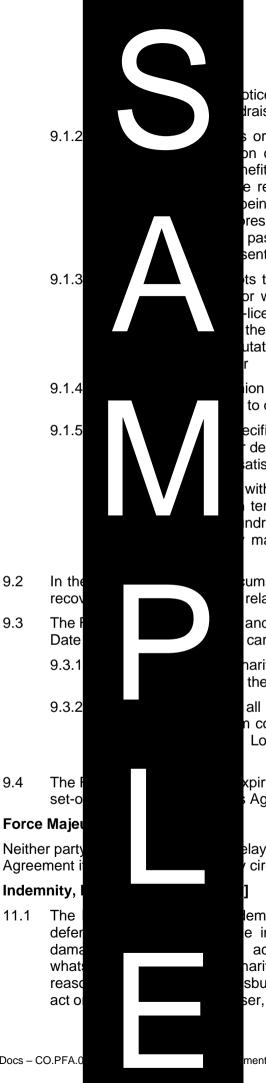
ality of Clause 8.1, the Fundraiser will ensure that:

g with individuals are only as part of it properly amme; and

s who are representatives of Organisations; and presentatives in their capacity as representatives

ny data that relates to such representatives as

pay any sum due to the Charity for a period of ue date for payment or to comply with any other aiser pursuant to this Agreement for the period of



btice of such default shall have been delivered by draiser: or

or threatens to cease to carry on business or on or arrangement with, or any conveyance or hefit of, its creditors or purports to do so or has a e receiver, or administrator appointed over any being an individual, becomes bankrupt or has a resented against him or, being a company, passes any resolution to be wound up or has a sented against it; or

ts to assign this Agreement and/or the benefits or written consent of the Charity or attempts to -licence or otherwise dispose of any of the the goodwill annexed thereto or asserts any claim utation or ownership of any of the Charity's

ion of the Charity, the Charity's association with to damage the Charity's reputation; or

ecified in the Schedule ceases to be personally deliver the Programme for a material period and atisfaction of the Charity;

without limiting the Charity's right to any other terminate this Agreement forthwith upon giving ndraiser; and/or bring such action either at law or may deem proper to protect its or their rights

umstances in 9.1 the Charity shall be entitled to relative to the default.

and covenants with the Charity that on the Expiry carrying out the Programme and will promptly:

harity Name] [and] [Charity Logo] [and other] the Charity as may be required by the Charity;

all originals and copies of all documents and n containing or covering in any way the [Charity Logo] [and other] Intellectual Property of the

piry Date pay to the Charity without deduction or Agreement.

elay in performing any of its obligations under this circumstances beyond its reasonable control.

lemnify the Charity and keep it indemnified and e in respect of any claims, demands, losses, actions, proceedings, liabilities or damages harity or for which it may become liable (including sbursements paid by it) either as a result of any er, its employees and sub-contractors, in relation

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12. Status of th

The Fundrai Fundraiser is The parties a

13. Third partie

- 13.1 This rights
- 13.2 This and p
- 13.3 The
 - 13.3.
 - 13.3.

14. Notices

All notices w connection v may be sent above or suc notice given at <<insert e

15. Waiver and

No failure to shall constitute performance waiver of an

Variation ar

This Agreem with respect understandir will be of no valid unless

17. Law and Ju

This Agreem and the parti

THE FOLLOWING N

ult of any breach by the Fundraiser of any of the

It insurance sufficient to cover any payment that use 11.1, insurance against all risks normally ervices in the nature of the Programme (including ance) and shall produce the policy and receipt for n request.

ement, the Fundraiser shall not do anything which ne Charity any liability.

ntractor, not an employee of the Charity, and the represent itself as agent for or bind the Charity. enturers.

Assignment and Sub-contracting

is not intended to provide any third party with any ghts of Third Parties) Act 1999 or otherwise.

ng upon and only of benefit to successors in title e parties hereto.

out the prior written consent of the Charity:

nce of any of its obligations; or

purport to assign or transfer any of its rights or

red or may decide to give to the other under or in be delivered by hand or by email to the other or lost addressed to the other at the address given rom time to time be given by either party by written ein provided, or in the case of email to the Charity Fundraiser at <<insert email address>>.

rcising any right or remedy under this Agreement no waiver by either party of any breach or non-rision of this Agreement shall be deemed to be a he same or any other provision hereof.

nderstanding and agreement between the parties it supersedes all prior discussions, agreements, esentations related to the Programme, all of which xcluded. No variation to this Agreement shall be or on behalf of each of the parties hereto.

y and construed in accordance with English law e jurisdiction of the English courts.

DULE

E ONLY.

PART 1 - The Prog

[A.] The Program

Note: The charity will features of the progratypical programmes.

Examples of typical p

These are examples Fundraiser may still b

- (i) A charity enga a year by app agrees to pay
- (ii) A charity enga corporate dor the consultan of the charity persuading th donations, it r

[B. Key Perforr

The Fundraiser sha Performance Indica standards: << Set of

PART 2 - The Writt

The Written Staten

Note: Whilst the sta or his employee to t any donation is mad used will need to be Charity and the F statements to the do remuneration is als the Charity anticipa

The Written Statemen between the parties b

Examples of Writter

1. Where the Fundi donor recruited du

"I am fundraising fo of Charity>> for eve I will be paid <<£>>

2. Where the Fund work on a yearlong

"I am seeking donal <<£X>>. In all I ex conversations with s

3. Where the Fund is fixed in advance

"[The person you ar we are working for t



etails of the fundraising programme, covering all ples are only intended as partial descriptions of

The actual programme may be different but the "under Charity Law):

iser to raise a target amount for the charity within , appealing to corporate donors etc... The charity 10% of the amount fund-raiser raises.

e a strategy for raising money for the charity from implement the strategy. The charity agrees to pay in the course of the work the consultant forms part entations to corporate executives with a view to my donating to the charity. (If he does not ask for essional fund-raiser.)

gramme ensure that it meets all of the Key ice Indicators comprise the following service uired to be met>>.1

auses 3.9 and 4.1 refer)

he following:

uired to be given in writing by the Fundraiser sumed that it will be given in that form before cal statements, but the actual statement to be cular Programme. There is no reason why the that the Fundraiser will make additional ity (provided that the Written Statement about here could be a statement about how much cult of the whole Programme.

this Schedule but it should be agreed in writing

t be used in connection with the Programme

nunerated on the basis of a fixed rate for each n

of Charity>>. I will be paid <<£>> by <<full name g the course of this campaign. It is estimated that an."

emunerated on the basis of an hourly rate for

ne of Charity>>. I am being paid an hourly rate of ately <<£>> for carrying out this programme of ngland and Wales."

ring on a fundraising business) remuneration oyees approach potential donors:

for] [I work for] <<full name of Fundraiser>> and f Charity>>. This company is being paid <<£X>>

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to recruit supporters was determined in t

4. Where the Fund is not fixed in adva

"[The person you ard is working on behall connection with this is <<set out method

5. Where the Fund is fixed in advance

"[The person you ar of <<full name of F yourself to make re following way <<set

[PART 3 - Descrip 5.6 refers)

Note: This will only expenses and that

[The following [type Details>>]

[PART 4 - Details refers)]

Note: Set out here I of the Programme v Performance Indica

PART 5 - Name of

Duly authorised siFor and on behalf o

Duly authorised siFor and on behalf o

ar donations to <<full name of Charity>>. This fee method>>."

ring on a fundraising business) remuneration mployees approach potential donors:

or] [I work for] <<full name of Fundraiser>> which >>. The company expects to be paid <<£X>> in tethod used to determine the company's payment

ring on a fundraising business) remuneration oyees approach potential donors:

ng money for**] [**I am raising money for**]** the benefit is being paid <<£X>> to recruit supporters like me of Charity>>. This fee was determined in the

reimbursed to the Fundraiser (Sub-clause

reed that payment of fees does not include ursed in addition to payment of the fees.

s will be reimbursed by the Charity: <<Insert

ided by the Fundraiser (Sub-clause 3.16

g in respect of the Fundraiser's performance Performance Indicators, and set out the Key

Sub-clause 9.1.5 refers)

er>>