

part of this template Agreement  
s used.

arrangement with a “Professional  
uit Organisations as donors to the  
to any incorporated legal entity or  
ing of “Organisation” beyond this,  
or other entity, you will need to take  
ate and, if so, how you might need  
(on Legislation).

a fundraising business is engaged business would be regarded under "raiser" because it is recruiting them. Other situations might also "raiser" under charity law, and if there

by a Professional Fundraiser to  
by it. The Schedule gives some  
The examples are only illustrative:  
in the Agreement or separately) on  
ors to be made by the Professional

Some of the basic suggested provisions will depend on what is negotiated by setting a fee amount or formula, and it is possible that what it will actually relate to the benefit which the charity calculates (e.g. calculation of fees payable for a fixed sum, or daily/hourly rate for private other or additional provisions (a proportion of the amount raised)).

raiser puts forward its own form of document put forward by the is template as a checklist of points the Professional Fundraiser's own by the charity.

raiser puts forward its own form of document put forward by the charity. This template as a checklist of points to be completed by the Professional Fundraiser's own charity.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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PROFESSIONAL FUNDING AGREEMENT

A

<<Name of the Professional Funding Agreement>>

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## "Agreement"

## "Charity Law"

## “Charity Logo”

is the logo of the Charity [which is  
 uted as a trademark no. <<insert  
 er>>] [of which the Charity is the  
 uted proprietor] [the Intellectual

|                                      |   |
|--------------------------------------|---|
|                                      | erty rights in which are owned by Charity];   |
| <b>“Charity Name”</b>                | ns the Charity’s name[s];   |
| <b>“Data Protection Legislation”</b> | ns all applicable legislation in force time to time in the United Kingdom applicable to data protection and privacy including, but not limited to the retained EU law version of the General Data Protection Regulation (EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland in virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; |
| <b>“Expiry Date”</b>                 | ns the end of the Term or if sooner the date upon which the Programme terminates in accordance with the terms of this Agreement;  |
| <b>“Fundraising Scheme”</b>          | ns the Code of Fundraising Practice of the Fundraising Regulator;   |
| <b>“Intellectual Property”</b>       | ns intellectual property either relating absolutely to any party or in which the party is entitled to use, including any patent, patent application, know-how, trademark, service mark application, registered design, copyright, database right or other similar intellectual or commercial rights;  |
| <b>[“Key Performance Indicators”</b> | ns those service standards which are detailed in Part 1 of the Schedule];   |
| <b>“Organisation”</b>                | ns any legal entity which is established and operates as either an incorporated entity or as a grant-making trust;  |
| <b>“Personal Data”</b>               | ns “personal data” as defined in the Data Protection Legislation;   |
| <b>“Programme”</b>                   | ns the fundraising programme comprising the activity or activities to be carried out by the Fundraiser for the purpose as detailed in Part 1 of the Schedule and on the terms of this Agreement;  |
| <b>“Solicit”</b>                     | ns to solicit in any manner whatsoever, whether expressly or impliedly, and whether by speaking directly to a person to whom the solicitation is addressed or by means  |

|                                   |  |
|-----------------------------------|--|
|                                   | written statement;   |
| "Solicitation Statement Required" | is the solicitation statement<br>requirements of Charity Law applicable<br>the Fundraiser, namely that the<br>raiser must accompany<br>presentations to potential donors<br>a solicitation statement before a<br>tion is given;  |
| "Term"                            | is the period of the Programme as<br>cribed in this Agreement;   |
| "Territory"                       | ns [England & Wales] [the United<br>dom] [<<define other part/s of the<br>e];  |
| "Written Statement"               | is a written statement which<br>plies with Charity Law for<br>ation statements, the terms of<br>n are agreed between the Charity<br>the Fundraiser, which clearly<br>ates:<br>o) the name of the Charity; and<br>o) the method by which the<br>Fundraiser's remuneration in<br>connection with the appeal is<br>to be determined; and<br>i) the actual amount of that<br>remuneration or sum, if that is<br>known at the time when the<br>statement is made, and if that<br>is not then known, then instead<br>the estimated amount of the<br>remuneration or sum,<br>calculated as accurately as is<br>reasonably possible in the<br>circumstances. |

2. **Term of Programme**

The Term of the Programme [number] [months] subject to any earlier termination to <<date>>] [for <<number>> terms of this Agreement.

3. **Responsibilities of the Fundraiser**

The Fundraiser undertakes to the Charity to:

- 3.1 carry out the Programme in accordance with this Agreement [and the Key Performance Indicators set out in Part 1 of the Schedule];
- 3.2 at all times use reasonable diligence, and work diligently and regularly to Solicit and raise funds;
- 3.3 at all times and in accordance with any relevant provisions of Charity Law (and any other applicable law), including (but without limitation to the foregoing) to provide to the Charity in legible form on request and at all reasonable intervals all books, documents or records (however stored) which relate to the Programme for the purpose of this Agreement



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1. **Introduction**

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and shall do so by no later than 28  
case of each amount received. It

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- or details of the information or in connection with the first party during the period of
- 6.2 The obligations of confidentiality of this clause shall not apply to any confidential information which:
- 6.2.1 is in the public domain prior to the receipt of such information by the first party;
- 6.2.2 is, or becomes, a non-confidential basis through no fault of the first party;
- 6.2.3 is received by the first party from a third party, who on reasonable grounds, claims to have no obligations of confidentiality in respect of it and imposes no obligations of confidentiality on the first party.
- 6.3 Neither party may make any announcement or publicity about this Agreement or the Fundraising Programme without the written consent of the other party or any competent authority.
7. **Intellectual Property**
- 7.1 If the Charity discloses any Intellectual Property of the Charity (including any owned by the Charity) to the Fundraiser to use, the [Charity Name] [or] [Charity Name] (the "Charity") shall, in consideration of, and undertakes that:
- 7.1.1 all such Intellectual Property shall at all times be maintained in strict confidence and the Fundraiser shall act as a non-exclusive licensee only for the reasonable purposes of carrying out the Fundraising Programme;
- 7.1.2 all such Intellectual Property shall not be disclosed to any third party except with the written consent of the Charity for in this Agreement;
- 7.1.3 it will not do anything to be done in derogation of the Charity's right in its Intellectual Property either during the Term or thereafter;
- 7.1.4 it will not dispute or impugn the validity of the Charity's Intellectual Property or any person whom the Charity may be entitled to sue in connection thereto or any person whom the Charity may be entitled to sue in connection thereto; both during the Term and thereafter;
- 7.1.5 it will not include a hyperlink to the Charity's website without the written consent of the Charity; the hyperlink may be later revoked, in which case the Fundraiser shall remove the hyperlink within seven days of the revocation; and
- 7.1.6 upon the expiry of the Term, the Fundraiser shall forthwith discontinue use of the Charity's [Logos] and any other Intellectual Property of the Charity and shall not directly, thereafter operate or do anything in any way associated with the Charity's business or any other business to give the public the impression that it is in any way associated with the Charity.
- 7.2 Where the Fundraiser is responsible for the Fundraising Programme, the Fundraiser will indemnify the Charity for all losses, damages, claims, costs and expenses incurred by the Charity in connection with the Fundraising Programme.

- expenses (including legal costs) in respect of any claim in respect of any infringement (actual or potential) of any intellectual property rights or other proprietary rights of any person in the United Kingdom or elsewhere.
- 7.3 **EITHER (where the materials are produced by the Fundraiser and belong to the Fundraiser)**
- 7.3.1 [The Charity does and will own all Intellectual Property in all materials designed specifically for the Programme]
- 7.3.2 If the Fundraiser provides any such materials for use by the Charity in the Programme, the Charity agrees that such use shall only be as a non-exclusive licensee and as part of the purposes of the Programme]
- OR (where the materials are produced by the Fundraiser and belong to the Charity)**
- 7.3.3 [The Charity does and will own all Intellectual Property in all materials designed by the Fundraiser which the Charity uses for the Programme]
- 7.3.4 If the Fundraiser provides any such materials for use by the Charity in the Programme, the Charity agrees that such use of the materials shall only be as a non-exclusive licensee and as part of the purposes of the Programme]
- 7.3.5 The Fundraiser will own all Intellectual Property in all materials designed by the Fundraiser which the Fundraiser designs specifically for the Programme]
- 7.4 The Fundraiser will provide the Charity with all those materials that the Charity reasonably needs to carry out the Fundraiser's carrying out of the Programme and all materials specifically agree in writing are to be provided by the Fundraiser
8. **Data Protection**
- 8.1 The Charity and the Fundraiser agree that in relation to the Programme, for the purposes of the Data Protection Act 1998, the Fundraiser is not required to register with the Information Commissioner's Office on behalf of the Charity.
- 8.2 Without prejudice to 8.1, the Fundraiser will ensure that:
- 8.2.1 its contact with the Charity shall be only as part of it properly carrying out the Programme
- 8.2.2 it is only with representatives of Organisations; and
- 8.2.3 it is only with representatives of Organisations in their capacity as representatives of Organisations
- 8.2.4 it does not collect or process personal data relating to such representatives as individuals.
9. **Termination**
- 9.1 If either:
- 9.1.1 the Fundraiser fails to carry out its obligations under this Agreement for a period of seven days or more or
- 9.1.2 the Charity fails to carry out its obligations under this Agreement for the period of

30 days after  
the Charity t

Default shall have been delivered by

- 9.1.2 the Fundrais makes any assignment receiver, ad part of its a bankruptcy becomes ins liquidation p

to cease to carry on business or  
ment with, or any conveyance or  
ditors or purports to do so or has a  
administrator appointed over any  
dual, becomes bankrupt or has a  
inst him or, being a company,  
resolution to be wound up or has a  
it; or

- 9.1.3 the Fundrais hereof witho  
assign, tran  
Intellectual P  
to any goo  
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his Agreement and/or the benefits  
sent of the Charity or attempts to  
otherwise dispose of any of the  
annexed thereto or asserts any claim  
ownership of any of the Charity's

- 9.1.4 in the reason  
the Fundrais

Charity, the Charity's association with  
the Charity's reputation; or

- 9.1.5 any Key Ind available to is not replac

Schedule ceases to be personally programme for a material period and the Charity;

the Charity  
remedy) at  
written notic  
in equity as  
hereunder;

g the Charity's right to any other  
s Agreement forthwith upon giving  
or bring such action either at law or  
proper to protect its or their rights

- 9.2 In the event of any  
recover all and any

9.1 the Charity shall be entitled to default.

- 9.3 The Fundraiser und  
Date it will immedia

with the Charity that on the Expiry of the Programme and will promptly:

- 9.3.1 cease to use  
Intellectual Property

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

- 9.3.2 return to the information [Name] [and Charity; and

and copies of all documents and  
r covering in any way the [Charity  
other] Intellectual Property of the

- 9.4 The Fundraiser shall set-off all sums due

to the Charity without deduction or

## 10. Force Majeure

Neither party shall be liable  
Agreement if such delay is

ing any of its obligations under this  
s beyond its reasonable control.

## 11. Indemnity, Insurance [and]

- 11.1 The Fundraiser agrees to defend it at its own expense against all damages, costs, and expenses, including reasonable legal costs, which it may suffer or incur as a result of any act or omission of the

liability and keep it indemnified and of any claims, demands, losses, proceedings, liabilities or damages which it may become liable (including paid by it) either as a result of any fees and sub-contractors, in relation

ch by the Fundraiser of any of the

- 11.2 [The Fundraiser shall ensure that the insurance policy is sufficient to cover any payment that may be required or compensation against all risks normally associated with the performance of the duties of the Fundraiser in connection with the Programme (including adequate public liability insurance). The Fundraiser shall produce the policy and receipt for the premium paid to the

- 11.3 [Except as stated in [REDACTED] draiser shall not do anything which imposes upon or creates [REDACTED] liability.]

## 12. Status of the Fundraiser

The Fundraiser is an independent contractor, not an employee of the Charity, and the Fundraiser is not entitled to act as an agent for or bind the Charity. The parties are not partners.

**13. Third parties' rights, Successors and Sub-contracting**

- 13.1 This Agreement does not entitle the Fundraiser to provide any third party with any rights under the Companies Act 1985 (or any amendments to that Act) or the Companies (Miscellaneous Provisions) Act 1999 or otherwise.
- 13.2 This Agreement shall be for the sole and exclusive benefit of the Charity and its officers and shall be of benefit only of benefit to successors in title and permitted assignees of the Charity.
- 13.3 The Fundraiser shall not, without the prior written consent of the Charity:
- 13.3.1 sub-contract or assign any of its obligations; or
- 13.3.2 assign or transfer any of its rights or obligations to any third party.

## 14. Notices

**P** All notices which either party may be sent by first class post or by hand or by email to the other or may be given by either party by written notice given to the other party or in the case of email to the Charity at <<insert email address>>. <<insert email address>>.

## 15. Waiver and Forbearance

No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver by either party of any breach or non-performance by the other or any provision hereof. No waiver shall be deemed to be a waiver of any subsequent breach or non-performance by the other or any other provision hereof.

## 16. Variation and Entire Agreement

This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter, and supersedes all prior discussions, agreements, understandings, warranties and representations made or referred to the Programme, all of which will be of no effect and are hereby rejected. Any variation to this Agreement shall be made in writing and signed by both parties. This Agreement shall be binding on each of the parties hereto.

## 17. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

**THE FOLLOWING NOTES ARE FOR**

## **PART 1 - The Programme**

### **[A.] The Programme shall consist of:**

*Note: The charity will need to set out the features of the programme - the following are intended as partial descriptions of typical programmes.*

#### Examples of typical programmes

*These are examples of typical programmes. The Fundraiser may still be a "professional fundraiser".*

- (i) *A charity engages a professional fundraiser to raise a target amount for the charity within a year by applying to grant-making organisations and agreeing to pay the fundraiser a fee of 10% of the amount raised.*
- (ii) *A charity engages a consultant to help it raise money for the charity from corporate donors and to help it develop a fundraising strategy. The charity agrees to pay the consultant £10,000 for the work the consultant forms part of the charity's team and may be persuading them to agree to make donations, it may be that he is*

### **[B.] Key Performance Indicators**

The Fundraiser shall in carrying out the Programme meet the following Key Performance Indicators. The Key Performance Indicators shall be:

## **PART 2 - The Written Statement**

### **The Written Statement/s shall consist of:**

*Note: Whilst the statement is not required to be given in writing by the Fundraiser or his employee to the intended donor, it should be given in writing before any donation is made. The following examples are intended as partial descriptions of typical statements. The Fundraiser and the Charity can agree to use the same statement. The Fundraiser can make statements to the donor on behalf of the Charity (if the Charity agrees to this and no remuneration is also made). For the purposes of the Fundraising Regulator, the Charity anticipates it might raise the following amount of money from the donor.*

*The Written Statement/s need not be given in writing by the Fundraiser or his employee to the intended donor before the Programme is carried out.*

#### Examples of Written Statements with reference to the Programme

##### **1. Where the Fundraiser (an individual) is paid on the basis of a fixed rate for each donor recruited during a particular campaign**

*"I am fundraising for the benefit of <<full name of Charity>> for every donor that I recruit during this campaign. I will be paid <<£>> for my work on this campaign."*

##### **2. Where the Fundraiser (an individual) is paid on the basis of an hourly rate for work on a yearlong campaign**

*"I am seeking donations on behalf of <<full name of Charity>>. In all I expect to be paid <<£X>> per hour for my work on this campaign. I am being paid an hourly rate of <<£X>> for carrying out this programme of fundraising for <<full name of Charity>>."*

##### **3. Where the Fundraiser's (a company) remuneration is fixed in advance and the company is paid on the basis of a fixed rate for each donor recruited during a particular campaign**

*"[The person you are speaking to today is a professional fundraiser for <<full name of Charity>>. We are working for the benefit of <<full name of Charity>> and the company is being paid <<£X>> for my work on this campaign."*

*fundraising programme, covering all features of the programme - the following are intended as partial descriptions of typical programmes.*

*programme may be different but the Fundraiser may still be a "professional fundraiser" (see the Fundraising Regulator's Law):*

*target amount for the charity within a year by applying to grant-making organisations and agreeing to pay the fundraiser a fee of 10% of the amount raised.*

*raising money for the charity from corporate donors and to help it develop a fundraising strategy. The charity agrees to pay the consultant £10,000 for the work the consultant forms part of the charity's team and may be persuading them to agree to make donations, it may be that he is a professional fundraiser.*

*are that it meets all of the Key Performance Indicators. The Key Performance Indicators shall be:*

#### **4.1 refer**

*en in writing by the Fundraiser or his employee to the intended donor before any donation is made. The following examples are intended as partial descriptions of typical statements. The Fundraiser and the Charity can agree to use the same statement. The Fundraiser can make statements to the donor on behalf of the Charity (if the Charity agrees to this and no remuneration is also made). For the purposes of the Fundraising Regulator, the Charity anticipates it might raise the following amount of money from the donor.*

*The Written Statement/s need not be given in writing by the Fundraiser or his employee to the intended donor before the Programme is carried out.*

#### Examples of Written Statements with reference to the Programme

##### **the basis of a fixed rate for each donor recruited during a particular campaign**

*will be paid <<£>> by <<full name of Charity>> for every donor that I recruit during this campaign. It is estimated that <<£X>> will be raised from this campaign."*

##### **the basis of an hourly rate for work on a yearlong campaign**

*I am seeking donations on behalf of <<full name of Charity>>. In all I expect to be paid <<£X>> per hour for my work on this campaign. I am being paid an hourly rate of <<£X>> for carrying out this programme of fundraising for <<full name of Charity>>."*

##### **raising business) remuneration is fixed in advance and the company is paid on the basis of a fixed rate for each donor recruited during a particular campaign**

*<<full name of Fundraiser>> and the company is being paid <<£X>> for my work on this campaign."*

to recruit supporters like yourself to  
was determined in the following way

**4. Where the Fundraiser's (a company or individual) remuneration is not fixed in advance and the company or individual is not a charity**

"[The person you are speaking to today is working on behalf of <<full name of Fundraiser>> in connection with this particular appeal. This fee is <<set out method>>."

**5. Where the Fundraiser's (a company or individual) remuneration is fixed in advance and the company or individual is not a charity**

"[The person you are speaking to today is working on behalf of <<full name of Fundraiser>>. They are asking you to make regular donations to the charity in the following way <<set out method>>."

**[PART 3 – Description of expenses and the Fundraiser (Sub-clause 5.6 refers)]**

Note: This will only be completed if the Fundraiser is claiming expenses and that expenses are to be paid by the Charity.

[The following [types of] [specific] [details] are to be paid by the Charity: <<Insert details>>]

**[PART 4 – Details of reports to be provided by the Fundraiser (Sub-clause 3.16 refers)]**

Note: Set out here requirements for the Fundraiser to report on the performance of the Programme with reference to the Key Performance Indicators

**PART 5 – Name of any Key Individuals (Sub-clause 3.15 refers)**

.....  
**Duly authorised signatory**

For and on behalf of <<full name of Fundraiser>>

.....  
**Duly authorised signatory**

For and on behalf of <<full name of Fundraiser>>

<<full name of Charity>>. This fee

**raising business) remuneration is not fixed in advance and the company or individual is not a charity**

<<full name of Fundraiser>> which the company expects to be paid <<£X>> in connection with this particular appeal. This fee was determined in the following way <<set out method>>."

**raising business) remuneration is fixed in advance and the company or individual is not a charity**

<<full name of Fundraiser>> which the company expects to be paid <<£X>> in connection with this particular appeal. This fee was determined in the following way <<set out method>>."

**the Fundraiser (Sub-clause 5.6 refers)**

ment of fees does not include the payment of the fees.

to be paid by the Charity: <<Insert details>>]

**Fundraiser (Sub-clause 3.16 refers)**

the Fundraiser's performance of the Programme with reference to the Key Performance Indicators, and set out the Key Performance Indicators

**1.5 refers)**