



## NOTICE OF MEETING

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# Cabinet Member Signing

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TUESDAY, 6TH AUGUST, 2013 at 16:30 HRS - CIVIC CENTRE, HIGH ROAD, WOOD GREEN, N22 8LE.

**MEMBERS:** Councillor Nilgun Canver, Cabinet Member for Environment

### AGENDA

#### 1. URGENT BUSINESS

To consider any items of urgent business. New items of urgent business will be considered under Item 3 below.

#### 2. SITE MANAGEMENT AGREEMENT TO CONTROL DIRECT DEBIT FACE TO FACE FUNDRAISERS (PAGES 1 - 32)

(Report of the Director of Place and Sustainability). The report seeks approval for the Council enter into a Site Management Agreement with the Public Fundraising Regulatory Association for the areas identified in the report.

#### 3. NEW ITEMS OF URGENT BUSINESS

To consider any new items of urgent business admitted under Item 1 above.

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**Haringey** Council

<b>Report for:</b>	<b>Cabinet Member for Environment</b>	<b>Item Number:</b>	
<b>Title:</b>	<b>Site Management Agreement to Control Direct Debit Face to Face Fundraisers. This is the collection of direct debit information as opposed to money collections which are not covered by the PFRA.</b>		
<b>Report Authorised by:</b>	<b>Stephen McDonnell – Deputy Director of Place and Sustainability</b>		
<b>Lead Officer:</b>	<b>Daliah Barrett – Licensing Team Leader</b>		
<b>Ward(s) affected:</b> <b>Crouch End, Muswell Hill, Highgate, Noel Park.</b>	<b>Report for Key/Non Key Decisions:</b> <b>N/A</b>		

## 1. Describe the issue under consideration

- 1.1 The Crouch End Area Committee has voiced concerns regarding the actions of charity collections in the town centre. Residents have complained about the hostile and at times relentless attempts at engaging passers by, which has caused distress to some users of the local shopping area. Residents claimed that the level of fundraising in the proximity was deterring people from shopping in the area for fear of being approached time and time again.
- 1.2 Unlike street collections which are currently regulated by the Metropolitan Police in London under the Police, Factories etc Miscellaneous Provisions Act 1916, (The Mayor also has powers to grant permission for street collections in the borough at certain times of the year), there are no provisions currently to regulate the face to face (direct debit ) fundraisers.

## 2. Background information

- 2.1 The Charities Act 2006 was supposed to provide a level of compliance and enforcement across this area but this legislation has now stalled in parliament and it is not clear when or if the relevant sections will ever become law. The Government has however encouraged local authorities to deal with face to face collectors through entering into an agreement with the Public Fundraising Regulatory Association (PFRA).



**Haringey Council**

2.2 The Licensing Team has made contact with the PFRA, met with them to visit the main shopping areas in the borough and to assess the number of charities operating in the borough. In order to try and manage the situation and provide some sort of regulation the PFRA have said that they are able to enter into a Site Management Agreement with Haringey for all the main shopping areas. Please note that the PFRA agreement is only in relation to fundraising regarding the collection of direct debit information, it does not cover fundraising done by collecting money on the streets

2.3 The Public Fundraising Regulatory Association is a charity led self regulatory membership body for all types of face to face fundraising. The PFRA have a dual role as a regulator in being the bridge between councils and charities practising face to face fundraising, maintaining professional standards and ensuring fair allocation of fundraising activities on the ground.

2.4 PFRA maintain and improve professional standards in the face to face fundraising sector by enforcing the Institute of Fundraising's Face to Face Activity Code of Fundraising Practice, running mystery shopping programmes, and ensuring their members complete an accreditation process. They also have a complaints process that can be initiated by anyone who feels a fundraiser has transgressed the code of practice.

A major part of PFRA's role is to ensure the sustainability of face to face fundraising and that it is practised in a controlled way. They run a fair and equitable site allocation programme and work with local councils to negotiate 'site management agreements' (SMAs) that contain guarantees about the locations and times that fundraising can take place.

2.5 The aim of the Site Management Agreement (SMA) is to facilitate face to face fundraising in a given location with the full agreement of the council.

2.6 If agreed to, the Site Management Agreement will cover the main shopping areas in Crouch End, High Road Wood Green between Turnpike Lane tube station and Wood Green tube station and also Muswell Hill Broadway. The agreement will:

- Delineate the location in which fundraisers may work, this is very specific.
- Specify which days of the week fundraisers may attend. The SMA for instance would preclude fundraisers from working on market days. The SMA, if approved, will allow fundraisers to attend four times a week in 2 locations.
- Specify how many fundraisers may attend.
- Include various other criteria and stipulations, such as distances that must be maintained from shop doorways and frontage

2.7 The PFRA runs a diary that ensures only one charity turns up at any one time, operates according to the terms of the SMA and complies with the Institute of Fundraising Face to face Code of Fundraising Practice. A copy of the code is attached at Appendix 2 to this report.

2.8 Once an SMA is in place it should minimise the administration for all concerned, providing just one channel for information, as Town Centre Managers and Neighbourhood Action Officers will only need to deal with one organisation, the PFRA, instead of dealing with each individual charity and fundraising organisation separately.

Should PFRA members breach the terms of the SMA – for instance by straying outside the delineated areas or sending too many fundraisers – the PFRA offers a single point of contact



**Haringey Council**

for the local authority to rectify this, and they claim to be able to usually ensure any breaches are put right within the hour.

**3 Recommendations**

3.1 That Haringey Council enter into a Site Management Agreement with the Public Fundraising Regulatory Association for the areas identified in this report.

**4 Other options considered**

Not to enter the agreement.

**5 Comments of the Chief Finance Officer and financial implications**

5.1 There are no costs involved in Haringey entering into this agreement.

**6 Head of Legal Services and legal implications**

6.1 There are no legal implications arising out of this report. As a voluntary decision outside any specific statutory function it is considered to be an executive decision by default being within the portfolio of the Cabinet Member for Environment.

**7 Equalities and Community Cohesion Comments**

7.1 The proposed agreement does not have the potential to cause negative impact or discriminate against different groups in the community.

**8 Head of Procurement Comments**

No Procurement issues raised by this report

**9 Use of Appendices**

**Appendix 1 – Site Management Agreement template**

**Appendix 2 – Face to Face Rule Book.**

**10 Local Government (Access to Information) Act 1985**

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Public Fundraising *Regulatory* Association

June 2013

Site Management Agreement

# Site Management Agreement

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Between PFRA and Haringey Council

Prepared by: **Lucy Ellender**  
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## Purpose

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The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Crouch End, Highgate Village, Muswell Hill and Wood Green centres and provide balance between the duty of charities and not-for-profit organisations to fundraise and the rights of the public to go about their business without the impression of undue inconvenience. For the avoidance of doubt, this document does not constitute a legal contract.

Once this agreement is in place it should minimise the administration for the council, providing just one channel for information and support regarding face-to-face fundraisers, as nominated 'gatekeepers' only have to deal with one organisation, the Public Fundraising Regulatory Association (PFRA), instead of dealing with each individual charity and fundraising organisation separately.

## Statement of Conformity

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All fundraisers will abide at all times with the relevant elements of the Institute of Fundraising's [Code of Fundraising Practice](#), and the PFRA's [Rule Book](#), or face the appropriate penalties.

## Access Details

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### 1.1 Sites, team sizes, positioning, and frequency

Sites may be used as follows, as shown in the map at Appendix 1:

#### Crouch End

The Broadway between the junction with Crouch End Hill/Crouch Hill and Park Road/Tottenham Lane.

Capacity: maximum of 3 fundraisers.

Positioning: fundraisers to be spread out along the length of the site and should avoid narrow sections of the pathway.

Frequency: 2 days a week.

#### Highgate Village

Highgate High Street between Southwood Lane and Duke's Head Yard.

Capacity: maximum of 3 fundraisers.

Positioning: fundraisers to be spread out along the length of the site and should avoid narrow sections of the pathway.

Frequency: 2 days a week.

#### Muswell Hill

Muswell Hill Broadway between Fortis Green Road and Queens Avenue.

Capacity: maximum of 3 fundraisers.

Positioning: fundraisers to be spread out along the length of the site, avoiding the junction's at Queens Avenue, Dukes Avenue, Colney Hatch Lane, Muswell Hill and Muswell Hill Broadway.

Frequency: 2 days a week.

### **Wood Green**

High Road, between Lordship Lane and Westbury Avenue.

Capacity: maximum of 6 fundraisers.

Positioning: fundraisers to be spread out along the length of the site.

Frequency: 4 days a week.

Where fundraisers are found to be working outside the agreed locations, they must comply with requests to re-locate made by Local Authority Officials and reposition themselves correctly or as directed on-site.

Only one charity will be present on any one site on any one day.

Fundraising will only be permitted between the hours of 9am and 7pm, unless otherwise specified.

Any exclusion dates (e.g specific event days) are to be advised by the Council to the PFRA and booked into the PFRA's diary management system. A minimum of 4 weeks' notice of such events should be given to the PFRA.

## **1.2 Other Conditions**

Fundraisers should be positioned in such a way as to offer an adequate 'comfort zone' to those users of the public highway who do not wish to engage. In furtherance of this, it is desirable that a minimum footway width of 1 metre be maintained between fundraisers and the kerb / shop frontage where it is reasonable to do so.

Fundraisers should maintain a reasonable distance (of approximately 3 metres) apart from one another and any other legitimate street activities (e.g. street traders, Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).

## **Information Required**

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### **1.3 Nominated Gatekeeper**

The nominated gatekeeper for Haringey Council is Daliah Barrett, Lead Licensing Officer and her contact details are [Daliah.Barrett@haringey.gov.uk](mailto:Daliah.Barrett@haringey.gov.uk). In her absence all enquiries should be made to [secondary email](#) or [secondary telephone number](#).

### **1.4 Required Information**

The PFRA will maintain and manage the diary schedule.

PFRA members will advise the following council representatives in advance of their intended visits:

Daliah Barrett, Lead Licensing Officer, Haringey Council

[Daliah.Barrett@haringey.gov.uk](mailto:Daliah.Barrett@haringey.gov.uk)

Name, Licensing Officer, Insert Name Council

email:

Name, Town Centre Manager

email: ...]

These contact details shall be updated as and when necessary.

### **1.5 Transition and continuity**

Should the nominated gatekeeper move on or responsibilities otherwise change, the gatekeeper will inform his/her successor of the detail of this agreement, the relationship with the PFRA, arrangements for the regulation of face-to-face fundraising, and provide the PFRA with contact details for the successor.

## **Complaint Management**

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PFRA will respond to and seek to resolve all complaints received, and issue penalties according to its rules. The council will provide real time notification of any complaints it wishes to be resolved immediately and provide sufficient detail for any retrospective complaints to be investigated. Where the collection agencies or the charities themselves receive complaints it is expected that they will provide information to the PFRA including information about the identity of any individual collector who is subject of a complaint and of the action taken (if any).

Members of the public are encouraged to direct complaints about charity fundraising to the Fundraising Standards Board ([FRSB](#)).

## **Working Together**

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Haringey Council agrees to work with the PFRA to raise awareness regarding this site management scheme, including explaining what face-to-face fundraising is, the PFRA, the Code of Fundraising Practice, and facts about Direct Debit.

The PFRA monitors member organisations, through a programme of random spot-checks, responding to complaints, and other mechanisms, to ensure fundraisers' adherence to the Code of Fundraising Practice, PFRA Rules, and Site Management Agreements. The PFRA can give appropriate penalties or sanctions to those not abiding by the rules.

This SMA will be reviewed 6 months after it is signed, and then once every 12 months, if necessary, or earlier if there is just cause to do so. All amendments will be agreed in writing before becoming effective. Either party can withdraw from this agreement, giving 3 months' notice in writing.

Signed For and On Behalf Of PFRA:

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Dr Toby Ganley, Head of Policy

Date:

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Signed For and On Behalf Of Haringey  
Council:

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Print name:

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Job title:

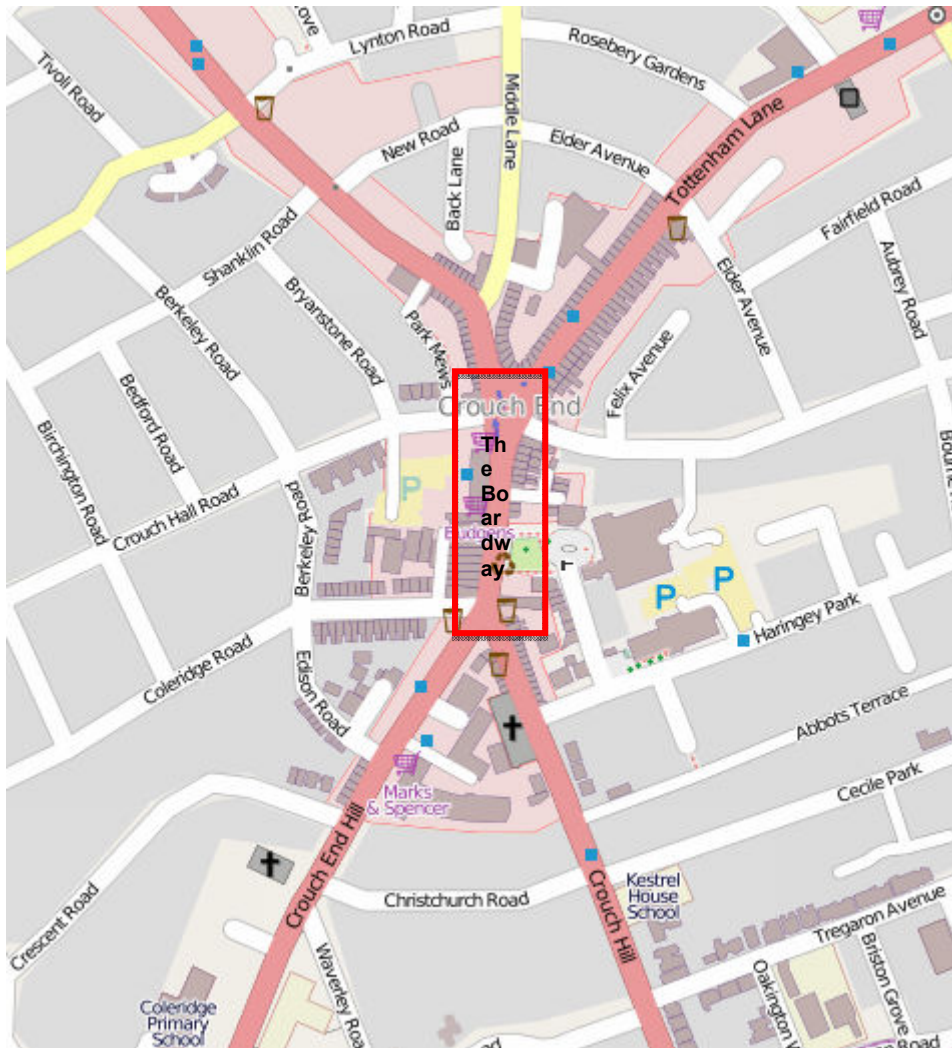
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Date:

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Plan showing the areas where fundraising is to be permitted:

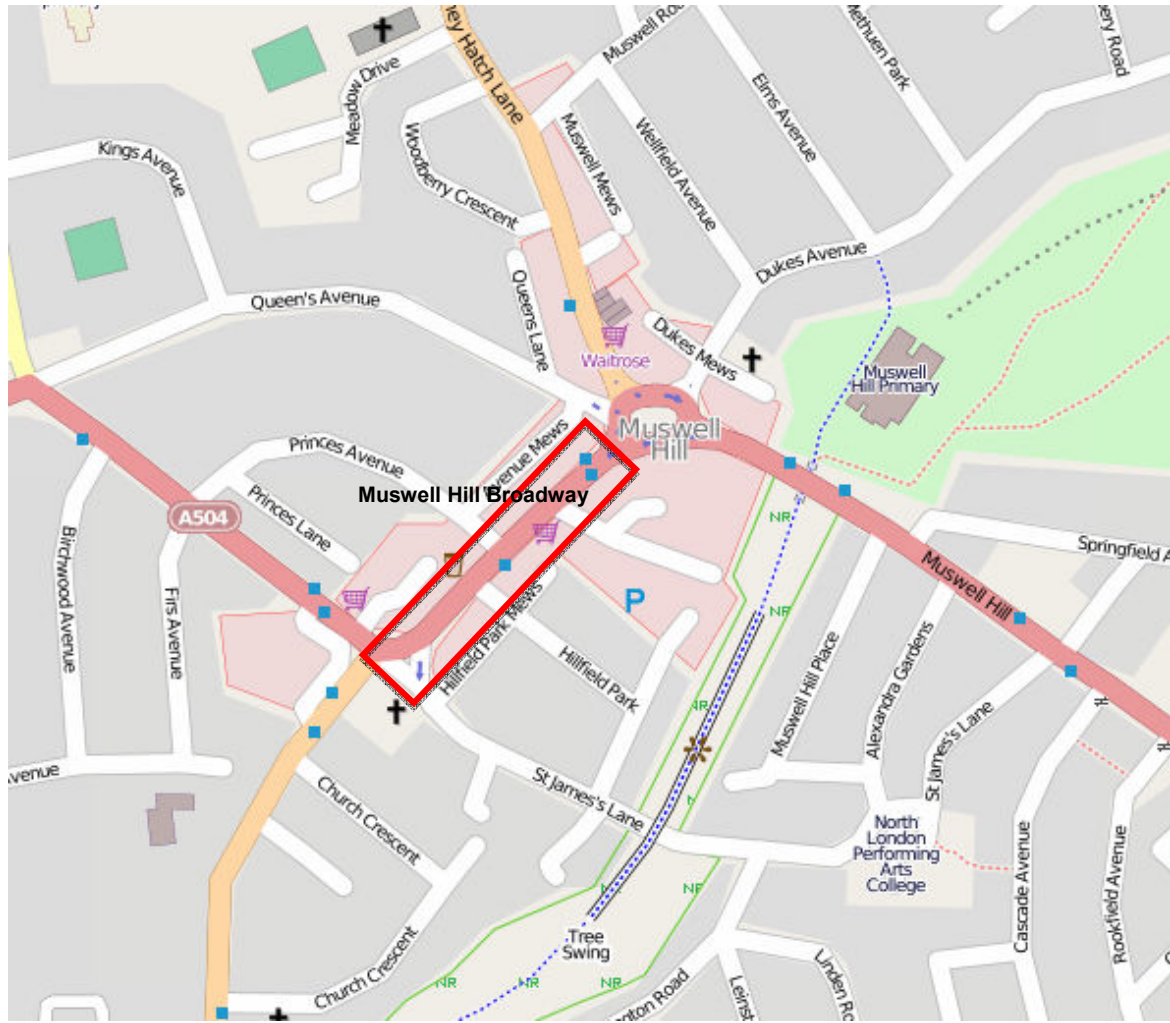
## Crouch End



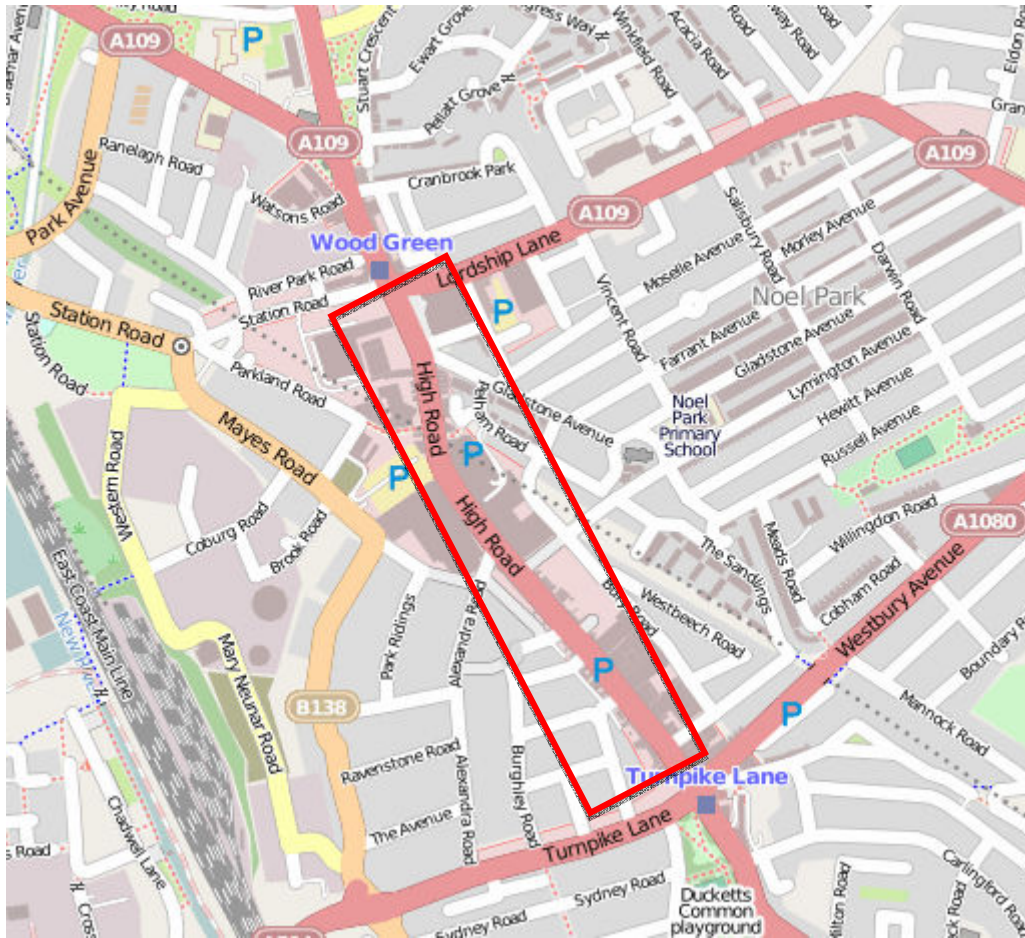
### Highgate village



# Muswell Hill



# Wood Green



## Appendix 2 - Direct Debit Guarantee

### Know your rights - The Direct Debit Guarantee

Direct Debit is one of the safest ways of making charitable donations. Organisations using the Direct Debit Scheme go through a careful vetting process before they're authorised, and are closely monitored by the banking industry. The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

The Direct Debit Scheme applies to all Direct Debits. It protects you in the rare event that anything goes wrong.

#### The Direct Debit Guarantee

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.



Public



Fundraising



*Regulatory*



Association

# PFRA Rule Book

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## Street face-to-face fundraising

# Contents

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# 1. How to use the PFRA Rule Book

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## 1.1 PFRA Rule Book and the IoF Code of Practice

The Institute of Fundraising's *Code of Practice* details the required and recommended best practice for all fundraisers carrying out any type of F2F fundraising. It represents the benchmark against which the Fundraising Standards Board (FRSB) will adjudicate any complaint alleging a breach of the code.

However, many of the terms and concepts in the code – such as 'obstruction' or 'immediately terminating an engagement' – are left undefined.

The purpose of the *Rule Book* is therefore to provide PFRA interpretation of the terminology contained in the code and codify our own rules that are binding on PFRA members.

The *Rule Book* should always be read in conjunction with the IoF code of practice: It does NOT replace the code and fundraisers will not be able to gain a full understanding of their responsibilities from reading the *Rule Book* alone. PFRA members must be fully cognisant with the IoF code of practice.

While the *Rule Book* defines additional rules that go beyond the code of practice that are binding on PFRA members – and breaches of which attract PFRA-imposed sanctions – PFRA members must remember that the final arbiter of breaches of the code of practice is the Fundraising Standards Board (FRSB). So, while we have provided guidance on, for example, 'obstruction' for the purposes of PFRA member discipline, it is always possible that, should a complaint require FRSB adjudication, this adjudication might disagree with the PFRA guidance.

This rule book details three types of rules. First, there are those that arise directly out of our interpretation of relevant parts of the code. Second, there are 'additional rules' rules, specific to the PFRA and its members that are not contained in the code. Finally, there are 'administrative rules' – relating to the PFRA's diary allocations systems and other logistical issues.

These are grouped into three categories of rules that pertain to:

- Conduct Rules, relating to the conduct of fundraisers (prefixed C, e.g. C1, C2)
- Operating Rules, relating to the operation of the fundraising process (prefixed O, e.g. O1, O2)
- Administrative rules, relating to various PFRA procedures (prefixed A, e.g. A1, A2)

Throughout the *Rule Book*, PFRA adopts the same traffic light system adopted by the Institute of Fundraising in its codes of practice.

**MUST** denotes a requirement that is mandatory at law.

**OUGHT** denotes a requirement that is mandatory for PFRA members and their subcontractors.

**SHOULD** denotes a course of action that is recommended best practice.

## 1.2 Penalties and sanctions regime

The PFRA rulebook will be enforced through a regime of penalties and sanctions, designed in order to encourage best practice and raise standards within face-to-face fundraising.

Employers of fundraisers will accrue penalty points as rules are broken. Where the employer is not a User member the User member being represented when rules are broken will be notified of the points accrued.

20 point penalty – for a discretion that is considered minor.

50 point penalty – for a discretion that is considered major.

100 point penalty – for a discretion that undermines the PFRA’s regulatory regime or causes severe public distress or anxiety.

In addition, penalty points will be multiplied for repeat offences. In any given period, every third repeat offence will incur a penalty which is twice the normal sum.

Penalty points will only be issued by the PFRA, in consultation, where applicable, with the following nominated persons:

- PFRA staff
- Contracted mystery shoppers
- Local Authority partners, specifically signatories to PFRA Site Management Agreements (SMAs)
- Or where otherwise substantiated.

To impose penalties the PFRA will use the civil standard of proof (i.e. on a balance of probabilities, or “more probable than not that”).

Each point accrued has an equivalent value of £1. A monetary bill will only be issued when an organisation’s annual points total exceeds 1000 points.

Members that accrue penalty points will receive points-statements for each period (where the member is a provider the relevant points-statement will also be copied to the user represented when the points were accrued). Where the 1000-point threshold is breached the points-statement will be replaced by an invoice for those points and any further points accumulated each period.

Members, therefore, have the opportunity every period to consider operational changes to avoid continuing to accumulate points.

At the end of each financial year (31 March) and when their balance for those who have accrued more than 1000 points is cleared, all members’ points will return to zero.

Should a member accrue a yearly total that is less than the 1000 point threshold, their points total will be erased without any payment being required.

### 1.3 Appeals Process

Appeals will be heard by:

1. PFRA head of standards. If s/he is unable to resolve the appeal, it will be heard at the next scheduled meeting of the
2. Standards and Practices committee. If the appealing member remains unsatisfied, the appeal will be considered by
3. the independent chair of the PFRA’s board of directors, whose decision will be final.

A deposit of 25% of the cost of the penalty is required to make an appeal to cover the administrative costs of processing the appeal. In the event that:

- an appeal is instigated without a deposit being received, the appeal will be deemed to be abandoned.
- the penalty is upheld, the deposit is forfeit.
- the appeal is upheld, the deposit is returned

### 1.4 PFRA Rule Book and legal requirements

Obviously, all members must comply with any legal requirements (including employment law), whether they are included in the IoF’s *Code of Practice* or not.

This stipulation includes, but is not limited to:

- Requirement to make the specified solicitation statement (Charities Act 2006)

- Requirement not to collect cash without a licence to do so (Police, Factories Etc (Miscellaneous Provisions Act 1916)
- Appropriate care and protection of confidential data (various data protection acts).

Breaches of legal requirements that already carry legal sanctions, have no further PFRA sanction included in the *Rule Book*.

## 2. Glossary

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### **Charity**

In this document 'charity' is used as shorthand for any registered charity, not-for-profit organisation, or other 'good cause' that fundraises.

### **Fundraiser**

By 'fundraiser' the PFRA means an individual who works to raise money or collect details of members of the public ('prospects') for a charity.

### **On duty**

Throughout this document, PFRA uses the phrase 'on duty'. We take this to mean any occasion in which an individual is identifiable as working – e.g. any time a fundraiser appears to be working for/representing a charity, through wearing branded clothing, proclaiming they work for a specific charity or any other means that identifies them as a charity representative. Fundraisers can, therefore, be guilty of bringing their charity into disrepute outside of normal working hours, and at times when they are not actually working as a fundraiser, if they fulfil any criteria that identify them as charity representatives.

### **Prospecting**

'Prospecting' is an activity similar to fundraising but where only the contact details of members of the public are collected, for subsequent contact by the charity, rather than the bank details necessary to set up a Direct Debit mandate (or similar committed gift). Prospecting and prospectors are included where this document refers to fundraising or fundraisers.

### **Provider**

By 'provider' the PFRA means the organisation that provides the fundraising service. This includes professional fundraising organisations (PFOs) as well as charities that employ their own staff as fundraisers ('in-house' operations). Where the code refers to 'project managers', the PFRA takes this to refer to staff employed by providers.

### **Subcontractor**

A company undertaking work according to a secondary contract agreed with the main contractor.

### **Team Leader**

A 'team leader' is the senior member of a team of fundraisers. Team leaders might not always be actively fundraising.

### **User**

By 'user' the PFRA means the charity that is using a fundraising service. A charity that does its own fundraising 'in-house' is, therefore, both a 'user' and a 'provider'.

Where the code refers to 'campaign managers', PFRA takes this to refer to staff employed by users.

### 3. Conduct Rules

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#### “Bringing into disrepute”

The PFRA understands “disrepute” to mean: loss or lack of reputation. The PFRA understands “bringing into disrepute” to mean ‘conduct unbecoming’: i.e. conduct on the part of a fundraiser while on duty that is contrary to the interests of the public served by that person<sup>1</sup>, or that harms the standing of the fundraising profession or the commissioning charity in the eyes of the public. Examples include (but are not limited to):

- smoking and/or drinking alcohol in branded clothing
- being inappropriately dressed
- taking or being under the influence of illegal drugs
- lewd or aggressive behaviour
- exploiting their position for personal gain (for instance soliciting a job offer, propositioning someone for a date, or seeking a discount on a good or service).

#### **RULE C1: Best Behaviour**

While on duty, fundraisers **OUGHT** not behave:

- in any way that might reasonably cause members of the public to be or become excessively startled or anxious
- in any way that might reasonably cause other passersby in the immediate vicinity to be or become excessively startled or anxious
- dishonestly or manipulatively, or deliberately use guilt
- in any other way that a reasonable person might judge brings the charity they are representing into disrepute<sup>2</sup>.

#### **Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

#### “Deliberately”

The PFRA understands “deliberately” to mean considered, studied or intentional, as opposed to accidental, or caused by the actions of others over which the fundraiser has no control (e.g. a street trader deliberately moving their stall towards the team thus reducing their operating space, for instance).

#### “Obstruct”

“Obstruction” is a technical and legal term relating to an offence under the *Highways Act 1980* that causes the “permanent or temporary removal of the whole or part of the highway from public use”. As fundraisers are mobile, there is little chance that they would meet this definition and we do not infer this intended use in the code. However, the code is clear that fundraisers should not impede the motion or progress of pedestrians or passersby. PFRA therefore interprets ‘obstruction’ as any deliberate action that causes a person to:

- involuntarily stop

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<sup>1</sup> Used here in both the individual and the legal (corporate) sense.

<sup>2</sup> For the purposes of this rule the mere presence of a fundraiser or fundraisers in a location, operating in all other respects in accordance with the code and any other relevant regulations, cannot be construed as ‘bringing into disrepute’.

- suddenly change direction in order to get past the fundraiser and continue their journey.

Obstruction does not apply to people who choose to alter their direction of travel (by crossing the road, for instance) so as not to engage with a fundraiser.

### **RULE C2: Deliberate Obstruction**

While on duty, fundraisers **OUGHT** not deliberately obstruct members of the public.

#### **Sanction**

The penalty imposed for “deliberate obstruction” is 100 points per incident.

### **RULE C3: Immediate Termination**

If a person clearly and obviously indicates – by words or gestures – that they do not wish to be engaged by a fundraiser – either at the initial approach or during a conversation/engagement – the fundraiser **OUGHT** to desist from the engagement and make no further attempt to engage that person.

#### **Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

### **RULE C4: Managing Vulnerability**

No fundraiser **OUGHT** knowingly sign up any person under 18 years of age, except with the expressed and demonstrable consent of a parent, guardian or carer physically present at the time. (The code of practice (s5.3.1) says fundraisers should employ “all best efforts” not to sign up anyone under 18. This PFRA rule therefore strengthens that prohibition.)

No agent or fundraiser **OUGHT** knowingly sign up any person at any time who they reasonably conclude is or may be incapable of informed consent for any reason (including but not exhaustively):

- intoxication through drugs or alcohol
- incapacity due to illness or disability
- age-related confusion (except with the expressed consent of a close relative, guardian or carer physically present at the time)
- learning difficulties (except with the expressed consent of a close relative, guardian or carer physically present at the time)
- any other circumstance where capacity is in doubt

#### **Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

### **RULE C5: The ‘Three-Step’ Rule**

Once a verbal greeting has been made a fundraiser **OUGHT** not take more than three steps alongside or in pursuance of that member of the public, even when asked to do so.

In no case **OUGHT** any of these ‘three steps’ involve fundraisers deliberately placing themselves directly in the path of a member of the public in such a way that they or any casual observer may reasonably construe ‘obstruction’, as set out above.

If the member of the public has not come to a halt within the three number of steps allowed for, the attempted engagement **OUGHT** to be discontinued.

**Sanction**

The penalty imposed for breach of this rule is 50 points per fundraiser per incident.

**RULE C6: Members of the public who are ‘on duty’**

Fundraisers **OUGHT** not intentionally approach members of the public who are ‘on duty’ and going about their business, such as: uniformed officials, tour guides, street vendors, carers, teachers, etc.

**Sanction**

The penalty imposed for breach of this rule is 20 points per incident.

**RULE C7: Seated members of the public**

Fundraisers **OUGHT** not approach members of the public who are seated on street furniture or are seated in the outdoor seating area of a private business.

**Sanction**

The penalty imposed for breach of this rule is 20 points per incident.

**RULE C8: Proximity to street features**

No fundraiser **OUGHT** work or position themselves within 3 metres of a:

- shop doorway
- pedestrian crossing
- cashpoint machine
- station entrance

**Sanction**

The penalty imposed for breach of this rule is 50 points per fundraiser per incident.

**RULE C9: Unattended bags**

Bags **OUGHT** not be left unattended on the public highway, a team member **OUGHT** always remain within 3 metres and line-of-sight of a ‘team bag’ (where one is used).

**Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

**Solicitation Statements**

At the point a donor agrees to make a donation, F2F fundraisers **MUST** make a ‘solicitation statement’ (also known as ‘disclosure’) – a declaration of the fee the company they work for will be paid and how this was worked out, verbally or in writing.

A disclosure statement **MUST** be made for any kind of financial ask through any medium – such as, but not limited to, Direct Debits, SMS, QR Code, credit cards and near field communication (NFC, contactless card payments).

Fundraisers working for a provider **MUST** also disclose the ‘notifiable amount’: the actual amount that is being paid to the fundraising company for carrying out this particular piece of fundraising (or best estimate if the actual figure is not known), as accurately as possible.

Examples of solicitation statements that comply with the requirements of the Charities Act 2006 are:

*I work for fundraising company x and we are working for the benefit of charity y. My organisation is being paid £w to recruit supporters like yourself to make regular donations to charity y. This fee was determined in the following way [method z].*

Or

*I work for fundraising company x on behalf of charity y. We expect to be paid £w in connection with this particular appeal, and the method used to determine our payment was [method z].*

Fundraisers employed directly by a charity are not required to disclose the notifiable amount.

### **RULE C10: Solicitation Statements**

Fundraisers **MUST** make legally compliant solicitation statements.

#### **Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

### **The required accuracy of ‘Contextualising Information’ offered in connection with Solicitation (‘Disclosure’) Statements**

While the law clearly states that required information (such as the “notifiable amount”) **MUST** be “as accurate as possible”, it is technically silent on any additional contextualising information that fundraising organisations may choose to offer donors.

It is the view of the PFRA that if additional information is to be offered at the same time and in the same context as the legally-required information, it **OUGHT** to be of the same quality – that is, it should be as accurate as possible. Therefore, if users or providers wish to make reference to total net income, anticipated returns on investment, etc., they **OUGHT** to have regard to all the relevant factors of which a competent operator (and/or member of the PFRA) ought to be aware – such as, but not limited to, attrition, VAT, lifetime value estimates, upgrades etc.

### **RULE C10a: Accuracy of Contextualising Information**

If additional information is to be offered at the same time and/or in the same context as the legally-required solicitation statement, it **OUGHT** to be of the same quality – i.e. as accurate as possible.

#### **Sanction**

The penalty imposed for breach of this rule is 20 points per incident.

### **Disclosures where they not legally required (Prospecting, etc)**

It is best practice to give members of the public sufficient information about relevant costs and returns to allow them to make an informed decision including the fundraiser’s paid status. Prospecting and conventional F2F are largely indistinguishable to the casual observer, who, possibly having received a formal disclosure in another interaction, may well be wary or suspicious if they do not receive one.

### **RULE C11: Committed Giving**

No fundraiser **OUGHT** to proactively suggest to any member of the public that the engagement they are attempting to initiate is ‘without commitment’. By definition all

engagements covered by the code are ultimately 'about long-term commitment' and to suggest otherwise would be a contravention of the FRSB Fundraising Promise.

### **Sanction**

The penalty imposed for breach of this rule is 50 points per incident.

### **RULE C12: Financial Ask Transparency**

No fundraiser **OUGHT** to suggest to any member of the public that the engagement they are attempting to initiate is "not about money". Similarly they should not claim to not be fundraising and should clearly explain the next steps in the donor journey. By definition all engagements covered by the F2F Code are likely to be ultimately 'about money', and to suggest otherwise would be a contravention of the FRSB Fundraising Promise.

### **Sanction**

The penalty imposed for breach of this rule is 50 points per incident.

### **"Prominent display"**

The PFRA takes this to mean that a member of the public should be able to identify:

- the charity – from a reasonable distance
- the fundraiser and their employer (if different from the charity) – on close inspection
- the team leader.

### **RULE C13: Distance Visibility**

An ordinary member of the public should be able to clearly identify a person as a fundraiser working on behalf of a charity from a distance of 5 metres.

Charitable branding **OUGHT** to be visible and identifiable.

Branded clothing **OUGHT** not be tied around waists or covered by unbranded clothing or other property, or in any other way be obscured.

Branded clothing **OUGHT** to be clean and in good condition to facilitate legibility and brand integrity.

### **Sanction**

The penalty imposed for breach of this rule is 50 points per fundraiser per day.

### **RULE C14: I.D. Visibility**

ID badges **MUST** comply with applicable law. A member of the public should be able to clearly verify the identity of a fundraiser, whom they are working for (the user and, if applicable, provider) and contact details for the project and/or campaign manager(s), upon inspection of the fundraiser's ID.

In order to facilitate this, ID **OUGHT** to:

- be in the form of a badge secured about the upper front part of the fundraiser's torso by clip, chain, or lanyard
- be of not less than credit-card size
- be signed or in some other way authorised (embossing seal etc) by the employing provider and/or commissioning user
- carry a contact phone number via which a member of the public can verify the *bona fides* of the fundraiser at any time the fundraiser is on duty

- be robust enough to withstand normal wear and tear and exposure to the elements in the context of outdoor work in busy situations/circumstances

In addition, ID **SHOULD** conform to best practice guidance on producing print materials for visually impaired people.

### ***Sanction***

The penalty imposed for breach of this rule is 20 points per fundraiser per day.

### **RULE C15: Team Leader Visibility**

So that they can ask a question or make a comment or complaint, a member of the public should be able to clearly identify the team leader in any given fundraising team. To this end the team leader **OUGHT** to wear a PFRA-approved form of additional visual identification on the upper front part of the Team Leader's torso at all times while on duty, whether or not actively 'fundraising'.

### ***Sanction***

The penalty imposed for breach of this rule is 20 points per team per day.

## 4. Operating Rules

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### **RULE 01: Solicitation Statement Compliance**

Before commencement of a new campaign, members **OUGHT** submit their planned solicitation statement (including the notifiable amount, were required) to the PFRA to have its compliance reviewed and confirmed.

#### ***Sanction***

The penalty imposed for failing to submit a solicitation statement for review is 100 points per campaign.

### **RULE 02: Confirmed Access**

Where a PFRA agreement is in place fundraisers **OUGHT** always comply with its conditions scrupulously and without reservation or deviation.

In any location where a PFRA agreement is not yet in place fundraisers **OUGHT** to make the fullest possible efforts to observe the relevant section of the Code, in which, for the purposes of PFRA members, all “**SHOULD**S” are to be read as “**OU**GH**T**S”. In other words, PFRA is making mandatory for PFRA members the relevant parts of the code that the IoF regards as recommended best practice only.

This rule applies equally to all forms of face-to-face activity including prospecting.

#### ***Sanction***

The penalty imposed for deploying more fundraisers than the site conditions allow for is 100 points per additional fundraiser per day.

The penalty imposed for fundraisers working outside the site delineation is 100 points per fundraiser per incident.

The penalty imposed for a team being positioned in an area that is not a delineated site, which is within an area covered by a PFRA agreement, is 100 points per fundraiser per day.

### **RULE 03: Standard Operating Hours**

No form of initial F2F activity **OUGHT** normally commence before 9am Monday-Saturday or 10am Sunday and public holidays, or after 9pm, any day or date; or as otherwise provided for in a PFRA agreement.

#### ***Sanction***

The penalty imposed for breach of this rule is 50 points per team per day.

### **RULE 04: Understanding site use conditions**

To ensure that fundraisers understand and are able to comply with any conditions associated with the site they are deployed to work on (such as delineations etc), Team Leaders **OUGHT** to carry information regarding site use conditions where relevant.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per team per day.

**RULE O5: Site clashes**

No branded fundraiser **OUGHT** be present on a site that has been allocated to, or has otherwise been booked by, another team.

Similarly, no staff recruitment team **OUGHT** to work on or immediately adjacent to a site that has been allocated to, or is otherwise being worked by, another team.

***Sanction***

The penalty imposed for breach of this rule is 100 points per fundraiser per incident.

**“Site agreements”**

The IoF code says that “wherever possible”, a site agreement **OUGHT** to be in place between F2F activity organisers and relevant access authorities.

**RULE O6: New Site Testing**

Site Management Agreements (SMAs) describe the specific conditions within which fundraising can take place in a particular location. They can be obtained from the PFRA upon request. In any location where a PFRA SMA is not yet in place and there are no clear customary practices to follow for use of the site (for instance where a local authority has previously or traditionally been restrictive or obstructive) fundraisers are permitted to operate in order to test its productivity, establish its optimum capacity, and establish relationships with the relevant ‘gatekeeper’ for later PFRA engagement.

Prior to commencing operations in any such location, providers **OUGHT** to make the fullest possible efforts to observe the relevant section of the IoF Code, in which, for the purposes of PFRA members, all “**SHOULD**S” are to be read as “**OUGHT**S”. In other words, PFRA is making mandatory for PFRA members those parts of the code that the IoF regards as recommended best practice only.

When a location has been identified, and access secured in accordance with the code and the paragraph above, and prior to activity commencing, providers **OUGHT** to inform the PFRA of the full and precise terms of the access agreement.

For the purposes of PFRA diarising, ‘new’ sites opened up in this way may be operated by the originating provider(s) with ‘test exclusivity’ for up to 3 months. This period is calculated as running from the date of the first fundraising visit, or from 14 days from the date that access permission was granted, whichever is the sooner. At the conclusion of the ‘test period’ a full and precise report of the site’s viability **OUGHT** to be presented to the PFRA in order that the site can be incorporated into a formal SMA and/or normal diary procedures, and fair and equitable access can be granted to all members in the normal way.

Every part of this rule applies equally to all forms of face-to-face activity including prospecting, etc.

***Sanction***

The penalty imposed for breach of this rule is 100 points per incident.

**EXTRA GUIDANCE: Exclusivity for new site testing**

“Exclusivity” for the purposes of establishing new capacity by ‘testing’ means that the PFRA will not broadcast the existence of operations in a relevant site or offer use of that site to other providers, nor is the provider obliged to publicly declare such operations, unless and until any of these criteria are satisfied:

- the test period is concluded

- the test operations engender a formal complaint from the gatekeeper that requires the intervention of the PFRA<sup>3</sup>
- another member becomes aware of the activities in the course of their own operations
- for any other reason the activity becomes public (including but not exclusively media interest, critical blogging etc.) to a degree which, in the absolute discretion of the PFRA, the matter requires PFRA intervention.

### **RULE 07: Optimal Site Use**

Where a PFRA SMA or any other form of site access agreement is in place, face-to-face activity **OUGHT** not to take place more frequently than that agreement allows for, unless special circumstances/exceptions have been negotiated and confirmed in advance with the PFRA or the site access controller.

#### ***Sanction***

The penalty imposed for breach of this rule is 100 points per fundraiser per day.

Providers **OUGHT** never book, reserve or retain capacity that they knowingly do not intend to use (or come to know they will not be able to use before the time and date concerned), in such a way that another provider is deprived of a viable fundraising opportunity. Such capacity **OUGHT** always be returned to the PFRA or other relevant site access controller for redistribution at their absolute discretion, in as timely a manner as possible to allow for such redistribution, unless special circumstances/exceptions have been negotiated and confirmed in advance with the PFRA or the site access controller.

#### ***Sanction***

The penalty imposed for breach of this rule is 100 points per incident.

### **RULE 08: Poaching of Staff**

No agent or member of staff in whatever capacity of one PFRA member **OUGHT** solicit another member's agents/staff to enter the first member's employment, while those other agents/staff are on duty.

Further, no agent or member of staff in whatever capacity of one PFRA member **OUGHT** use any PFRA contact list to solicit another member's agents/staff to enter the first member's employment.

#### ***Sanction***

The penalty imposed for breach of this rule is 100 points per incident.

### **RULE 09: Sub-Contractors**

All provider members that employ sub-contractors to deliver any part of their F2F contractual volumes via subcontractors' interaction with the public **OUGHT** to:

- provide the PFRA with the name and location of each and every such sub-contractor throughout the entire supply-chain, so that the PFRA can reliably confirm their status, and refer matters accordingly, in the event of quality comments or complaints

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<sup>3</sup> By definition all complaints from viable and authorised gatekeepers 'require' the intervention of the PFRA

- include in their contractual arrangements a clear requirement for each and every such sub-contractor throughout the entire supply-chain to comply with the Institute of Fundraising's *Code of Practice*, and any and all PFRA rules, in the same manner as if they were the lead member contracting them.

**Sanction**

The penalty imposed for breach of this rule is 100 points per incident.

## 5. Administrative rules

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### **RULE A1: Levy submission**

All levy submissions deadline dates for the year are included on the levy return form, which is sent by email at the beginning of the year (if you are a current member). All levy submissions must be made by the stipulated deadline and time as prescribed.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.

### **RULE A2: Accreditation submission**

Accreditation forms must be returned by the agreed deadline.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.

### **RULE A3: Notification of visits**

Where required by a SMA, local authority gatekeepers are to be notified of intended visits by the stipulated deadline.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.

### **RULE A4: Diary changes**

All changes to on-line diaries must be made by the agreed deadline.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points incident.

All changes to non-on-line visits must be notified before the agreed deadline.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.

### **RULE A5: Bidding deadlines**

Bids for NSDs, LSM and LSM Pool diary must be made before the relevant deadlines.

#### ***Sanction***

The penalty imposed for breach of this rule is loss of fundraising capacity.

### **RULE A6: Overbidding**

Members are not to overbid by more than 20% of the total number of staff they plan to field.

#### ***Sanction***

The penalty imposed for breach of this rule is 20 points per incident, which will double with each consecutive failure to comply.

**RULE A7: NSD deadlines**

All NSD deadlines must be complied with.

***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.

**RULE A8: Rota Submissions**

All relevant rotas to be submitted before the relevant deadlines.

***Sanction***

The penalty imposed for breach of this rule is 20 points per incident.