

# **WILLIAM BENDLOWE CHARITY**

## **ETHICAL FUNDRAISING POLICY**

This policy sets out how we manage the ethical issues and social responsibility within fundraising. Specifically, we aim at all times to be open, honest, fair and to operate in a legal way that meets not only the law, but also fundraising regulation and best practice, including the Code of Fundraising Practice. We will take all reasonable steps to make sure our fundraising is carried out in a way that reflects positively on fundraising in general, including not unreasonably intruding on a person's privacy, not putting undue pressure on a person to donate, not using unreasonably persistent approaches and accepting a request to end an interaction. Everyone who is involved in fundraising has a responsibility to be aware of and comply with the ethical issues and procedures in this policy.

### **People And Organisations**

#### **Trustees**

The trustees are aware of and will comply with Charity Commission guidance CC3a, regarding trustees' responsibilities, particularly in relation to always acting in the charity's best interests and managing any conflicts of interest.

The trustees are also aware of and follow the 6 principles in Charity Commission 20 (Charity Fundraising: a guide to trustees duties), and comply with the guidance issued by other relevant regulators.

We will always be honest about what we can achieve when asking for funds, submit realistic budgets, use the funds for the purpose intended and ensure that we provide any reports required, on time.

We will ensure that everyone is aware of and consistently complies with the regulatory guidance on fundraising behaviours and respond promptly and effectively to any fundraising complaints.

#### **Supporters**

Supporters have a right to expect us to provide clear, truthful information on our work, including reporting on how we spend the funding we are given and managing donors' information responsibly.

We will comply with the guidance issued by the Charity Regulators and UK law, including in respect of openness and honesty with our supporters and members of the public.

We will respect the privacy and contact preferences of our donors. We will respond promptly to requests to cease contacts or complaints and act to address their causes.

#### **Beneficiaries**

How we represent our beneficiaries, in our communications, is always respectful of them and portrays them in the way they would wish to be seen. We will only use personal information that they have given consent for and for the purposes they have agreed and will not disclose anything that might put them at risk, particularly children and vulnerable people.

#### **Donors**

We will ensure that there is not:

- Unreasonable intrusion on privacy.
- Unreasonably persistent fundraising.
- Undue pressure to donate.

And we will not accept a donation that is not in the charity's best interests. We will also ensure that we do not mislead existing or potential donors, including by leaving out information, giving inaccurate or unclear information or exaggerating details. We will take all reasonable steps to treat existing or potential donors fairly, so that they can make an informed decision about any donation.

We take all reasonable steps to avoid asking for regular donations (for example, by direct debit) from anyone aged under 18.

## **Vulnerable Individuals**

In communicating we will be mindful of indicators that may suggest an individual may be vulnerable, using REAL:

- **Retain** - and repeat the information you give him/her?
  - Do you have to repeat what you have said over and over again?
- **Explain** - able to properly explain or communicate the decision they have made?
  - Are they joining in the discussion or just agreeing with what you are saying?
  - Are they asking questions that aren't related to what you are saying?
- **Able** - to understand what they are being told?
- **Listen** – able to listen, follow and understand the discussion taking place, or are they just repeating what you say?

If an individual shows signs of possible vulnerability, we will:

- Consider communication preferences.
- Not make assumptions about him/her.
- Ask him/her what they need and how you can help them better.
- Empathise and sympathise with him/her.
- Try asking questions in a different way.
- Summarise anything that has been decided or agreed in plain English.

We:

- Will not place any undue pressure on individuals to donate.
- Do not either solicit nor accept donations from anyone whom we know, or think may not be competent to make their own decisions.
- Are sensitive to any particular need that a donor may have.

## **Fundraisers**

We will ensure that we take reasonable steps to protect fundraisers from harm and harassment while fundraising and also that they feel supported and are able to raise concerns. We do this through.

- Effective due diligence and planning of our activities and.
- By maintaining an open, positive culture where everyone feels able to speak up, and.
- With a suite of relevant policies, such as H&SW, anti-bullying, sexual harassment and whistle blowing policies.

## **Commercial Partners**

We will not partner with any organisation that produces goods/services or acts in a way that is contrary to our charitable objects, or values.

We are aware of and comply with the Charity Commission RS2 – Charities and Commercial Partners. We will ensure that any commercial agreement represents a fair deal for the charity and.

- Clearly establishes what we expect to gain from it, prior to entering into an agreement.
- Set up appropriate systems to monitor and review the partnership.
- Take appropriate steps to identify and manage any risks.
- Ensure from the outset that the expectations of both the charity and the company have been agreed and.
- Can be managed effectively and appropriately.

A Heads of Terms for a commercial agreement is at Annex B.

We will disclose any commercial partnerships in our Annual Report.

## **Statutory Authorities**

They will also be mindful of RR7 - Independence of Charities from the State. In particular, they will ensure that they remain independent and that any funding provided does not discharge the statutory duties of the State.

## Systems And Procedures

### Donations

If supporters wish their donation(s) to be used in a specific way, or for a specific purpose, they may make a restricted donation by providing written instructions with their donation. We will always respect this.

### Refusals

We abide by the law which requires us, in deciding whether to accept or refuse a donation, to consider which action is in the charity's best overall interest. We have adopted a Refusals & Acceptance of Donations policy, which covers this in detail.

### Due Diligence

We will undertake reasonable due diligence of donors, to ensure they don't hold views or are involved in activities that might be incompatible with our role and damage our reputation. In terms of donations, we will ensure that any gift is safe to accept and, doing so, would be in the best interests of our charity. We will also consider issues, such as suspicious donations, or managing large anonymous gifts, or those from vulnerable individuals.

### AI Imagery

If we use AI generated, stock or digitally enhanced imagery, particularly where the subject may be emotive or challenging, we will ensure that the way in which we do so is not reasonably likely to mislead and, potentially, influence people. For example, we may make our policy on its use publicly available and use watermarks, alt text and/or footnotes and/or explain this in content text. We may not do so where its context and/or content is unlikely to mislead or influence. For example, an image of intergalactic war or use of a stock image on a post about opening hours.

We recognise that AI deep fakes can be difficult to identify but those using our social media will be made aware of the risk. We will not like, share or support in the comments any imagery or content that we reasonably suspect to be fake. We will ensure that our use of AI and any other imagery, is ethical.

### AI Ethics & Safety

We have adopted and comply with the Charity AI Ethics & Governance Framework.

If using AI with our CRM, we have carried out a data protection impact assessment and updated our data protection policy and procedures to reflect this.

If using AI to draft fundraising content, such as funding bids, these are always reviewed by a human for tone/style/spelling, and to ensure factual accuracy and that all relevant information has been included. For funding bids, we also ensure compliance with any funder instructions relating to AI.

If using AI bots to fundraise, we will ensure there are built in safety systems, reporting and oversight to safeguard vulnerable people from exploitation by the AI.

### Bullying And Abuse

The trustees have zero tolerance for abuse, including discrimination, bullying and sexual harassment, not only for fundraising staff and volunteers, but for anyone who is involved with our charity. We will maintain a culture of respect and equality, will ensure that there are processes to raise concerns that everyone is aware of and is confident to use and we will deal with any allegations of abuse promptly, sensitively and in accordance with employment and any other laws.

### Complaints

We have a clear and publicly available complaints procedure which also applies to third-party fundraisers. We ensure that those involved in fundraising are aware of this and able to advise members of the public about it. Any complaint would be investigated thoroughly and fairly to find out the facts of the case, avoiding unnecessary delay and we would always respond to complaints fairly and in a way that is proportionate.

### Resources

Humentum: Ethical Fundraising Example & Guidelines.

## Annex A – Making & Recording Decisions

We follow the Code of Fundraising Practice by ensuring that we make reasonable decisions, evidence fundraising claims, manage conflicts of interest and maintain accurate records to justify actions taken during fundraising activities. In particular, we:

- Document all relevant fundraising decisions made by trustees and third-party fundraisers.
- Ensure records are accurate, accessible, and up-to-date at the time of decision-making.
- Follow statutory and regulatory requirements, as well as good practice in record-keeping.

In deciding what might need to be recorded and appropriate approval sought, we always do so in respect of novel or contentious issues. We define these as follows:

- **Novel** - does not meet the letter of regulations or our policies. That is, using a budget for a purpose for which it was not intended or exceeding authorised limits. For example, the payment of reasonable commission to a third-party fundraiser for a piece of work because they only work on that basis and have expertise that the charity really needs and is not reasonably available through normal channels.
- **Contentious** - meets the letter of the relevant regulations or policy, but where such a decision might potentially be questioned and reasonably require an explanation. For example, an environmental charity accepting a donation from a company that genuinely wishes to seek environmental change, but which is in a carbon intensive sector, and this may lead to accusations of greenwashing.

## Annex B - Fundraising Agreement

- **Parties to the Agreement.** The legal names, addresses and registration number(s) of the charity and company.
- **Aim.**
  - This is just something I always do. No agreement can cover everything, so I think if you specify what you hope to achieve together and how, there is less risk of disagreement, and it also gives you a basis to deal with anything that comes up which isn't specifically covered in your agreement.
- **Purpose and Objectives.**
  - Clearly define the purpose of the campaign and the desired outcomes.
  - Specify the goals, such as raising funds, increasing brand visibility, or promoting a specific cause.
- **Roles and Responsibilities.**
  - Outline the responsibilities of both parties: the charity and the company.
  - Define who will handle marketing, communication, and execution tasks.
- **Duration and Termination.**
  - Specify the campaign duration - start and end dates, and also any key milestones.
  - Include provisions for early termination or renewal.
- **Financial Arrangements.**
  - Describe how funds will be raised (e.g., percentage of sales, fixed donation per product sold).
  - Specify payment terms and frequency.
  - If more than one charity is involved, details of how the funds raised will be shared between them.
- **Marketing and Promotion.**
  - Detail how the campaign will be promoted (e.g., social media, advertising, in-store displays).
  - Ensure alignment with the charity's brand guidelines.
  - Again, a personal thing but I think it can be helpful to include a statement about each party, as this can help to ensure they are portrayed by the other in the way and language they would wish to be.
- **Intellectual Property and Use of Assets.**
  - Address the use of the charity's name, logo, and any other assets, including that such use ends when the agreement terminates.
  - Specify any restrictions or permissions related to branding.

- **Reporting and Transparency.**
  - Define reporting requirements (e.g., regular updates on campaign performance).
    - The charity should monitor and review the performance of a commercial partnership on a regular basis.
  - Ensure transparency regarding funds raised and their allocation.
- **Legal and Regulatory Considerations.**
  - Clarity on whether this is primary or secondary purpose trading by the charity, and whether a trading subsidiary may be required.
  - Both parties must understand and agree to comply with relevant legislative and regulatory requirements, including but not limited to data protection law and the PECR Regulations 2003, including the requirements of the Telephone Preference Service.
- **Boilerplate Clauses.** There are also a range of 'boilerplate' clauses you might consider including, if applicable. These are standard clauses that you will find in many contracts.
  - Any changes to be in writing and agreed by both parties.
  - Any sub-contracting arrangements, if applicable.
  - Whether this agreement comprises the whole of the agreement or whether any other documents form part of it.
  - Jurisdiction - how disputes will be dealt with and by which law and courts.
- **Signature.**
  - The names, appointments and signatures by those authorised to enter into the agreement and the date on which each party signed it.
- **Annexes.** Depending on the scale and complexity of the agreement it may be helpful to attach annexes, such as a payment schedule/budget, brand guidelines/house style/tone of voice or points of contact details for finance, PR etc.

This is not an agreement for the provision of paid for fundraising services to a charity by a company.