THE ORDER *of* ST. GEORGE
Grand Priory of the United Kingdom
BM The Order of St. George, London WC1N 3XX

Working with Volunteers

The standards, policy and associated guidance which will apply to the United Kingdom Grand Priory of the International Knightly Order Valiant of St George (The Order) and the associated United Kingdom Grand Priory of the International Knightly Order Valiant of St George (The Charity) when working with volunteers and organisations for or on behalf of the Order or the Charity.

Contents

These standards and the policy supersedes any other standards, policies, protocols, procedures or actions written or otherwise that the Order or the Charity have used, applied or adopted in relation to working with volunteers, other fundraises and other organisations.

Author – The Deputy Grand Prior – Membership, Protocols and Procedures.

The Grand Prior is charged with the responsibility of running the Order and furthering the interest of The Grand Priory (the Order).

The Chair of the Charitable Trust is charged with coordinating the work of the Charity through the trustees and ensuring they apply any income received by the Charity appropriately and within the law in furthering the objectives as set out in Charity's registration and governing document.

In this document, the term Senior Officers of the Order, refers to those members of the Order appointed by the United Kingdom Grand Prior of the Order to management positions of responsibility. The policy also applies to members of the Grand Magistery when supporting the work of the UK Grand Priory and members of the UK Grand Council. The term Officer in this document does not mean members of Officer rank within the Order and should not be interpreted as such.

Reviewed by the Board of Trustees and Senior Officers of the Order -
Target Issue Date – 31st July 2024
Actual Issue Date – 13th August 2024
Review Date – 10th July 2027
Updated – 4th February 2026
Version - 1

THE ORDER *of* ST. GEORGE
Grand Priory of the United Kingdom
BM The Order of St. George, London WC1N 3XX

Working with Volunteers

Overview.

These standards will be the policy of the Order and the Charity and apply without fear or favour to all members of the Order, irrespective of rank and responsibility and to the trustees of the Charity as institutions individually and together.

These standards will also be relevant where the Order or the Charity are working with others to carry out fundraising for agreed purposes.

This includes relationships between:

1. charitable institutions and:
2. volunteers;
3. professional fundraisers; or
4. commercial participators and other commercial partners.

The overriding duty of all the Senior Officers of the Order and all the trustees of the Charity is to act in the best interests of the Order and the Charity at all times and not their own interests or at the disadvantage of the other. In doing this, the Senior Officers of the Order and the trustees of the Charity accept and will abide by several basic responsibilities related to fundraising and the Fundraising Policy and Finance Policy of the Order and the Charity, separately and together. The same duty also applies to any member of the Order, irrespective of rank.

England and Wales

The trustees will adhere to The Charity Governance Code and in the Charity Commission for England and Wales's guidance on Charity fundraising: a guide to trustee duties (CC20) and the essential trustee: what you need to know, what you need to do (CC3).

1. **Responsibilities of the trustees of the Charity and Senior Officers of the Order.**

1.1. The trustees of the Charity will take overall responsibility for the fundraising activities of the Charity, including delegated responsibility for certain roles to another person.

1.2. The trustees do not have responsibility for the fundraising activities of the Order. That responsibility remains with the Senior Officers of the Order working with, and consulting with, Officers of the Grand Council.

1.3. No one trustees can act independently of the other trustees.

1.4. No Senior Officer of the Order or any member of Grand Council can act independently of the others.

1.5. When any financial commitment of the Charity is being decided, a majority vote of all the trustees will be binding. The outcome cannot be overruled/overturned by the Chair of the Charitable Trust.

1.6. When any financial commitment of the Order is being proposed, a majority vote of all the Grand Council will be binding. This cannot be overruled by the Grand Patron or Patron, the UK Grand Prior and/or the Magisterium Officium or any Senior Officer of the Order.

1.7. At all times, and without exception, the Finance Policy and the Fundraising Policy of the Order and the associated Charitable Trust will apply.

1.8. The Order and the associated Charity will consider national guidance when overseeing the fundraising activities of the Order and the Charity and anyone else fundraising on either's behalf.

2. Risk assessment

2.1. The Order and the Charity will take reasonable steps to assess and manage any risks fundraising poses to their activities, beneficiaries, property, work and reputation.

2.2. The Order and the Charity will ensure they meet the Proceeds of Crime Act 2002, which applies to money or other property that has been gained through criminal behaviour, even if the behaviour is legal in another country.

2.3. The Order and the Charity will meet any legal obligations to protect the health and safety of employees, volunteers, the public and anyone else who might reasonably be considered to be affected by the Order or the Charity's fund raising activities.

The Health and Safety of volunteers is covered in law by the Health and Safety at Work Act (HASWA) 1974 and all subsequent additions.

2.4. At all times, the trustees and the Senior Officers of the Order, irrespective of rank and responsibility will act in the best interests of the Order and the Charity and not their own.

2.5. Each Senior Officer of the Order and trustee of the Charity will ensure they are aware of possible conflicts of interest between the duties they owe to the Order and/or the duties they owe to the Charity. They will disregard any other interests they may have when making decisions relating to the Order or the Charity.

2.6. The Senior Officers of the Order and the trustees of the Charity will make sure that assets and resources are used only for the purposes for which they were given.

2.7. The trustees will make sure that any fundraising or associated activities are organised and run in line with its policies, its governing document, charity law and all other laws and regulations that apply.

2.8. The Senior Officers of the Order and the trustees of the Charity will act reasonably and carefully in all matters relating to fundraising. Appropriate expert advice will be sort and will not be ignored.

2.9. It will be made clear to all people fundraising for the Order or the Charity that all money raised must come back to the Order or the Charity depending upon which one is responsible for the fundraising.

2.10. The Senior Officers of the Order and the trustees of the Charity will ensure that they do not enter into controversial fundraising campaigns or activities. This is in order to protect the Order and the Charity's reputations and safeguard either from harm, growth and development now or for the future.

2.11. The Senior Officers of the Order and the trustees of the Charity are only custodians of the Order and/or the Charity for future generations yet to come. Neither institution is there to serve any one person's own individual or collective purposes but that of the Order and the Charity now and for the future.

3. Moneys raised

3.1. Money's raised by the Order belongs to the Order not the Charity. The Fundraising Policy and the Finance Policy will apply at all times.

3.2. Money's raised by the Charity belongs to the Charity not the Order. The Fundraising Policy and the Finance Policy will apply at all times.

4. Specific considerations when working with 'on-behalf-of' volunteers.

With 'on-behalf-of' volunteers means when a group or individual has been instructed (asked or directed) to fundraise by the organisation.

4.1 Checks will be carried out to ensure that 'on-behalf-of' volunteer fundraisers are suitable to act as responsible people on behalf of the Order and/or the Charity. The Grand Secretary General of the Order who can also be a trustee, will ensure this is carried out by an appointed Officer of the Order or/and a trustee.

4.2 Legal duties on using the Disclosure and Barring Service, Disclosure Scotland or Access NI will be applied.

4.3 Due diligence checks will be carried out on each volunteer to ensure they are a 'fit and proper person' to carry out house-to-house collections if they take place

There is no legal definition of 'fit and proper person'. However, Cabinet Office guidance on national exemption orders for house-to-house collections highlights the need to consider 'past convictions or current investigations' concerning the volunteer as an example of how to check whether they are fit and proper.

4.4 Volunteers' contact information and other personal data will be stored in a way that meets the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

5. Standards on working with volunteer fundraisers, where their activity is known.

'In aid' volunteers are those who fundraise for a charity but without the charity asking or directing them to do so.

The Charities Act 1992 and Charities and Trustee Investment (Scotland) Act 2005 give charitable institutions the right to apply for a court order to prevent unauthorised fundraising if:

i. any person is using fundraising methods that the charitable institution objects to;
ii. the charitable institution believes that a person is not a fit and proper person to raise funds on their behalf; or
iii. the charitable institution does not want to be associated with a particular promotion.

5.1 Some 'in-aid-of' volunteers may be fundraising to raise their profile or to attract customers by associating themselves or their brand with the Order or the Charity. The Order and the Charity will not associate themselves with such volunteers.

5.2 If the 'in-aid-of' volunteer arrangement falls within the definition of a commercial participator relationship, there are legal obligations which the Order and the Charity must meet.

6. Standards that apply to all volunteers

6.1 The Senior Officers of the Order and the trustees of the Charity will make sure that any guidance, information and support they give to volunteers is adequate and relevant to the type of relationship ('on behalf of' or 'in aid of') that the volunteer has with the Order or the Charity.

6.2 If the Order and the Charity knows about a volunteer's fundraising, Senior Officers of the Order and the trustees of the Charity will make sure that there are proper arrangements in place for money to be transferred to the Order or the Charity, quickly and efficiently.

6.3 No money or funds should be transferred into a private bank account of any Senior Office of the Order, trustee, member of the Order or any other individual within our outside the Order or the Charity.

6.4 Only the approved bank accounts of the Order or the Charity should be used for money transfers.

6.5 No volunteer will receive any payments to them as volunteers, but their expenses can be refunded.

6.6 All reasonable steps will be taken to ensure that volunteers keep to standards on handling donations.

7. Specific considerations when working with 'on-behalf-of' volunteers.

7.1 Where appropriate, checks will be made to ensure that 'on-behalf-of' volunteer fundraisers are suitable to act as responsible people on behalf of the Order or the Charity, these checks must:

i. meet legal duties on using the Disclosure and Barring Service, Disclosure Scotland or Access NI checks; and

ii. carry out due diligence to check if each volunteer is a 'fit and proper person' to carry out house-to-house collections.

There is no legal definition of 'fit and proper person'. However, Cabinet Office guidance on national exemption orders for house-to-house collections highlights the need to consider 'past convictions or current investigations' concerning the volunteer as an example of how to check whether they are fit and proper.

7.2 Volunteers' contact information and other personal data will be stored securely and is such a way that meets the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

7.3 Training and support for volunteers may need to be given so they can carry out their role in a way that is legal, open, honest and respectful. No fundraising will be carried out until this has been established as necessary or not.

8. Specific considerations when working with 'in-aid-of' volunteers

8.1 Where the Order or the Charity is aware of a fundraising activity beforehand, Senior Officers and trustees must tell 'in-aid-of' volunteers that:

i. they must use the expression 'in aid of' the Order or Charity when fundraising, to distinguish their fundraising from the Order's or the Charity's; and

ii. they are responsible for organising all aspects of their fundraising and that the Order or the Charity will not accept any liability relating to their fundraising.

9. Fundraising involving children

It is important to take particular care when involving children in fundraising, whether as fundraisers or as donors. This section includes standards on minimum age restrictions that apply when fundraising, and standards to protect children and their data.

There are some activities which children and young people cannot carry out. The age restriction depends on the activity and where it is carried out. These activities include:

i. street and house-to-house collections;

ii. lotteries or raffles; and

iii. events involving alcohol.

9.1 The Order and the Charity will keep to any relevant age limits set by law when organising fundraising activities.

9.2 The Senior Officers of the Order and the trustees of the Charity will ensure that those representing them understand their responsibilities and what they must do in relation to activity organisers, the children taking part, and the parents or guardians of those children.

9.3 The Senior Officers of the Order and the trustees of the Charity will ensure they give the children or young people taking part, and their parents or guardians, guidance on how to carry out fundraising safely and legally.

9.4 Children under 16 will not be given overall responsibility for handling money or responsibility for counting collected money.

9.5 Disclosure and Barring Service (in England and Wales), Disclosure Scotland (in Scotland) and Access NI (in Northern Ireland) will be sued to carry out checks on any adults working with children, if the law says so.

9.6 Those fundraising on behalf of the Order or the Charity will only contact children on school premises with the approval of the Headteacher or a member of the school's staff chosen by the Headteacher, and abide by any procedures agreed with them.

9.7 Permission will be sought before taking or publishing photographs of children. If the child is over 13 years old they can give this permission themselves. If they are under 13, permission will be sought from their parent or guardian.

9.8 No one under the age of 16 will be allowed to carry out house-to-house collections, unless the collection is taking place in the City of London, in which case, no one under the age of 18 can take part. No one under 16 will be allowed to carry out street collections, except in London where, with special permission, street collectors aged 14 or over may.

Further requirements for Scotland - If a street collection qualifies as a public charitable collection, children under 14 will not be allowed to take part. Children under 16 will not be allowed to carry out house-to-house collections.

Further requirements for Northern Ireland – No one under the age of 16 will be allowed to carry out street collections or house-to-house collections.

10. Children and data protection

The law does not set a minimum age for when a child can give an organisation consent to process their data. However, the Order and the Charity will consider that Article 8 of the GDPR says that a child must be at least 13 years old to give consent for an organisation to process their personal data in order to provide 'information society services' (in other words, a service a person asks an organisation to provide electronically, at a distance, in exchange for a fee)

10.1 Relying on consent as the lawful basis for processing a child's data, the Order and the Charity will ensure they get the child's parents or guardian's consent for this until the child is able to give informed consent themselves.

10.2 The Order and the Charity will not share any data collected from anyone aged under 14 without consent from their parent or guardian, unless required to do so by law (for example, during a police investigation).

11. Professional fundraisers, commercial participators and partners

When the Order or the Charity work with external organisations to fundraise, it is important that there is a common understanding of what this arrangement means in practice. This section includes what needs to be set out as part of fundraising agreements to make sure expectations are clear and what paid third-party fundraisers must say to donors when fundraising on behalf of the Order or the Charity.

In Northern Ireland there is no legislation relating to professional fundraisers or commercial participators. (However, charitable institutions fundraising in Northern Ireland may decide to follow the legal requirements of England and Wales and Scotland as good practice.)

Due diligence and conflicts of interest

11.1 Before entering into an agreement with a professional fundraiser or a commercial partner, the Order and/or the Charity will carry out appropriate checks on them (including on their financial standing and reputation) to make sure the Order and/or the Charity can be confident that they are able to do what is expect of them and that the relationship with them will not damage the Order's or the Charity's reputation. This is especially important when working with organisations that are not based in the United Kingdom.

11.2 The Order and the Charity and the third-party fundraisers and commercial partners must give each other full details of any possible, perceived or actual conflicts of interest that any Officer of the Order or trustee of the Charity is aware of or becomes aware of, either:

i. at the due diligence stage; or

ii. while working together.

11.3 If the third-party fundraiser has or may have a conflict of interest, the Order and the Charity will not enter an agreement with them without the permission of the person or organisation whose interests conflict with theirs. If there is a significant conflict of interests, both parties must consider whether it is appropriate for the relationship to continue.

11.4 The Senior Officers of the Order and the trustees of the Charity will not continue the relationship so as to protect the reputation of the Order and the Charity, if there is a significant conflict of interest.

11.5 Third-party fundraisers must only claim that they have experience, qualifications and achievements if they have proof to back this up and which has been provided in writing to Senior Officers of the Order and the trustees of the Charity.

11.6 If placing fundraising content on the website of a third-party fundraiser or commercial partner, the Senior Officers of the Order and the trustees of the Charity must apply the same care as they do when placing fundraising content on the Order's website.

The Charity does not have a website but uses the Order's website.

Contracts and agreements

11.7 The Senior Officers of the Order and the trustees of the Charity will ensure there is a written agreement in place with any paid third-party fundraiser or commercial partner they work with to fundraise. In England, Wales and Scotland. This must be done if the paid third-party fundraiser or commercial partner falls within the legal definition of a 'professional fundraiser' or 'commercial participator'.

Regulations on contracts can differ between England and Wales, Scotland, and Northern Ireland. Relevant regulations will be met in each area.

11.8 The Order and the Charity will ensure that any third party worked with keeps to the requirements of data protection law and the Privacy and Electronic Communications (EC

Directive) Regulations 2003, as set out in the code, including the requirements of the Telephone Preference Service, no matter where the third party is based or operating.

11.9 Review procedures must be in place. The Order and the Charity will consider the third-party fundraiser's performance and decide whether further action is appropriate (such as reviewing the agreement or activating any penalty clauses that may be part of the agreement).

In England and Wales, this standard must be met.

11.10 If the third-party fundraiser will be selling goods or services, there must be a written agreement governing the relationship between the Order and/or the Charity and the third-party fundraiser (even if this is not strictly needed under the relevant acts).

Before the agreement begins, it must be considered, negotiated and agreed by the Grand Council of the Order and/or the trustees of the Charity and the third-party fundraiser.

11.11 Any agreement must be approved and understood by the Grand Council and/or the trustees and the third party.

11.12 Any change to the contract terms must be in line with the term in the agreement which says how any change should take effect.

Agreements with professional fundraisers

In Northern Ireland there is no legislation relating to professional fundraisers. (However, charitable institutions fundraising in Northern Ireland may decide to follow the legal requirements of England and Wales and Scotland as good practice.

11.13 Before asking for money or other property, a professional fundraiser must have a written agreement in place with the Order of the Charity. The agreement must be signed by or on behalf of both the Order and/or the Charity and the professional fundraiser.

11.14 The joint signatories will be the Grand Prior and the Grand Chancellor for the Order and the Chair of the Trustees and the Grand Secretary General (as a trustee) for the Charity.

11.15 The agreement must give:

i. the names and addresses of all the people and organisations the agreement is between (the parties to the agreement);

ii. the date on which each party signed the agreement and the length of the agreement;

iii any terms which relate to ending the agreement early or making changes to it;

iv a statement of the main aims of the agreement and how the parties will achieve those aims;

v terms for paying fees and expenses to the professional fundraiser; and

vi if more than one charity is involved, details of how the funds raised will be shared between them.

England and Wales

Fundraising agreements between charitable institutions established in England and Wales and professional fundraisers must also include:

a) *details of any voluntary regulatory fundraising scheme or standard that the professional fundraiser has agreed to keep to;*
b) *of how the commercial organisation will protect the public from unreasonable intrusion on a person's privacy, unreasonably persistent approaches or undue pressure to donate; and*
c) *details of how the charitable institution will monitor the professional fundraiser to make sure it is keeping to the agreement, as set out in section 59 of the Charities Act 1992 as amended.*

This may include the monitoring measures. Monitoring that fundraisers are meeting the code. The terms of the agreement should allow you to read and, where necessary, review any relevant policies and procedures that the professional fundraiser has in place which are relevant to protecting the public. This may include policies on people in vulnerable circumstances, handling complaints and whistleblowing, training materials, and the staff code of conduct.

If a third-party fundraiser falls within the definition of 'professional fundraiser', the agreement must include details of the solicitation statement they need to give and the fees and expenses which the professional fundraiser will be paid.

Agreements with third-party fundraisers must include clear and realistic expectations of the activities to be carried out, the budget, resources, timings and the possible outcomes.

You must agree all procedures with professional fundraisers before the fundraising takes place, including procedures for processing donors' details and producing and using fundraising materials.

You must make sure it is clear who owns the copyright of all materials and databases connected with the fundraising activity, before carrying out the activity.

You must give professional fundraisers the information they need about your charitable institution's aims, and clear guidelines about their behaviour and the different tax reliefs that apply.

Agreements with commercial participators

(In Northern Ireland there is no legislation relating to commercial participators. (However, charitable institutions fundraising in Northern Ireland may decide to follow the legal requirements of England and Wales and Scotland as good practice If an arrangement with a commercial partner falls within the definition of a 'commercial participator', the commercial participator must have a written agreement in place with the charitable institution it proposes to raise funds for, and certain information must be included in this)

It is against the law for a commercial participator to claim, as part of a promotional venture, that they will give money to a charitable institution, unless this claim is in line with a written agreement they have in place with the charitable institution they are raising funds for. The agreement must be in writing and signed by or on behalf of both the commercial participator and the charitable institution they are raising funds for.

11.16 The Senior Officers of the Order and trustees of the Charity will ensure that the agreement gives

i. the names and addresses of all the parties to the agreement;

ii. the date on which each party signed the agreement and the length of the agreement;

iii any terms which relate to ending the agreement early or making changes to it;

iv a statement of the main aims of the agreement and how the parties will achieve those aims;

v if more than one charitable institution is involved, details of how the funds raised will be shared between them;

vi details of what proportion of the price of the goods or services will be given to the Order and/or the Charity or how much money the commercial participator will donate in connection with selling or supplying the goods or services; and

vii how much the commercial participator will receive as payment or for expenses.

Further guidance

Cabinet Office: Guidance on Part 2 of the Charities Act 1992 – for guidance on legal requirements for professional fundraisers and commercial participators

Fundraising Regulator: The Charities (Protection and Social Investment) Act 2016: Fundraising reporting requirements guidance – for guidance on section 13 of the act

12 Monitoring that fundraisers are meeting the code

12.1 The Order and the Charity will make sure that any paid third-party fundraisers or commercial partners worked with to fundraise keep to the code.

12.2 The Senior Officers of the Order and the trustees of the Charity will make all reasonable efforts to monitor whether the paid third-party fundraisers or commercial partners are keeping to the agreement with them (including the conditions of the contract which relate to keeping to the code). Making sure your values are reflected in:

i. the policies, performance objectives and indicators of the paid third-party fundraiser or commercial partner; and

ii. the incentives of the paid third-party fundraiser or commercial partner, where these apply;

iii choosing a named person with lead responsibility for monitoring that the requirements of the law and the code are being met;

iv developing clear reporting requirements with the other organisation and regularly reviewing their progress against agreed targets relating to performance, quality assurance and their responsibilities under the law and the code;

v defining how monitoring will be carried out, including how often, based on an assessment of the risk posed by the fundraising activity;

vi regularly reviewing training on keeping to the code, including frequently watching this training being delivered;

vii authorising content and materials for training;

viii regularly carrying out (and recording the results of) call monitoring, mystery shopping, site visits or shadowing with the other organisation's fundraisers;

ix setting out a clear policy for handling complaints and feedback, including the time frames, the procedure for making a complaint internally and taking a complaint further, and the procedure for transferring information between the Order and/or the Charity and the other organisation;

x setting out a clear internal procedure for members of the Order and volunteers to report any concerns they have about their organisation's fundraising practice; and xi agreeing an action plan with the other organisation to deal with any concerns that are identified.

Further guidance

Charity Commission for England and Wales: CC26 guidance on charities and managing risk,

Chartered Institute of Fundraising: Successful Partnerships for sustainable fundraising – for guidance on monitoring arrangements

12.3 Further requirements for England and Wales

A professional fundraiser or commercial participator who has an agreement with the Order or the Charity must, when asked, allow inspect of their books, documents and records relating to the Order and/or the Charity.

A professional fundraiser or commercial participator must pass on funds to the Order and/or the Charity as soon as reasonably possible, and in any case within 28 days, unless they have a reasonable excuse.

12.4 Further requirements for Scotland

If the Order or the Charity working in Scotland has an agreement covering the activities of a commercial partner operating in England and Wales (or if an English or Welsh charity has an agreement covering the activities of a commercial partner operating in Scotland), it must make sure that the contract meets the legal requirements of the country where the fundraising will be carried out.

In Scotland, if the contract is with a professional fundraiser or commercial participator, it must explain how the contract can be changed. It must include conditions saying that the change needs to be in writing and which prevent one party alone from making an unfavourable change.

A professional fundraiser or commercial participator must pass on funds to you in line with the Charities and Benevolent Fundraising (Scotland) Regulations 2009 regulations. In Scotland, the funds must be passed on as soon as reasonably possible, and in any case within 28 days of receiving them. The law in Scotland does not allow you or the professional fundraiser or commercial participator to agree otherwise, and this time frame cannot be extended even if the fundraiser has a reasonable excuse for not giving you the funds on time.

13. Solicitation (disclosure) statements for paid third-party fundraisers and commercial participators

13.1 The Senior Officers of the Order and/or the trustees of the Charity will ensure that professional fundraisers and commercial participators must make a solicitation statement when asking for money or other property or saying that money from a commercial promotional venture will be paid to the Order or the Charity or used for charitable, philanthropic or benevolent purposes.

Note: In Northern Ireland there is no legislation relating to professional fundraisers or commercial participators. (However, charitable institutions fundraising in Northern Ireland may decide to follow the legal requirements of England and Wales and Scotland as good practice.)

England and Wales

Professional fundraisers

Professional fundraisers must make a solicitation statement every time they ask for money or other property on behalf of the Order or Charity or used for charitable, philanthropic or benevolent purposes. This is the case even if the money is not a pure donation but is given in return for something.

The fundraiser must make the solicitation statement either before the donor gives any money or before the fundraiser asks for any financial details relating to the transaction (whichever is sooner).

Professional fundraisers must give:

a) the name of the charitable institution they are calling on behalf of;
b) if there is more than one charitable institution, details of the proportions in which the funds will be shared between them; and
c) how their payment (including any payment-in-kind, for example, gift vouchers) in connection with the appeal is to be calculated and the amount of that payment (or, if they don't know the actual amount, an estimate of the amount calculated as accurately as possible). Employees of a professional fundraiser would have to provide a statement about the payment their employer will receive in connection with the appeal, not the payment they personally will receive from the professional fundraiser (their employer).

Failing to make the correct solicitation statement is a criminal offence. The Cabinet Office published 'Charitable Fundraising: Guidance on Part 2 of the Charities Act 1992 (2008)' which includes example wording of statements. For more detailed guidance, you should get professional advice.

In the case of fundraising where the fundraiser asks for a donation verbally but the person they are asking is not present (such as telephone fundraising), the professional fundraiser must make the appropriate statement during the conversation. Also, within seven days of the donor making any payment of £100 or more, the professional fundraiser must give them a written statement containing the solicitation statement and details of their right to a refund or to cancel the payment.

A professional fundraiser must keep to specific requirements relating to the information they must share in connection with television, radio and telephone appeals, including donors' rights to cancel a donation and receive a refund.

14. Commercial participators

Commercial participators must make a solicitation statement whenever (and wherever) it is stated or implied in the course of a commercial promotional venture that money will be paid to one or more charitable institutions or used for charitable, philanthropic or benevolent purposes.

The solicitation statement must give:

a) the name of the charitable institution or institutions;
b) if there is more than one charitable institution, details of how much of the funds will be shared between them; and
c) the sum (or, if it is not possible to calculate accurately beforehand, the amount believed to be as accurate as possible) of whichever of the following apply.
d) the amount of the cost of the goods and services that will be given to or used for the benefit of the charitable institution or institutions

e) *the amount of any other proceeds of the promotion that will be given to or used for the benefit of the charitable institution or institutions*
f) *the amount of the donations made in connection with the sale or supply of goods and services that will be given to or used for the benefit of the charitable institution or institutions*

In the case of fundraising by commercial participators, where a commercial participator asks for donations verbally but the person they are asking is not present, the commercial participator must make the appropriate solicitation statement during the conversation. Also, within seven days of the donor making any payment of £100 or more, the commercial participator must give them a written statement containing the solicitation statement and details of their right to a refund or to cancel the payment.

Scotland

In Scotland, the standards on solicitation statements apply to and must be followed by professional fundraisers asking for donations, commercial participators making representations and benevolent fundraisers (other than volunteers) carrying out benevolent fundraising.

Professional fundraisers, commercial participators and benevolent fundraisers (other than volunteers) must:

a) *give the name of the benevolent organisation which will benefit;*
b) *if there is more than one benevolent organisation, give details of how the funds raised will be shared between them;*
c) *if the funds are for general charitable, benevolent or philanthropic purposes (rather than for a particular benevolent organisation), give details of how they will decide how to distribute the funds; and*

d) say in writing if they are being paid (unless they are a benevolent fundraiser and an employee or agent of the benevolent organisation concerned or a company connected to it, and are carrying out the fundraising).

15. Professional fundraisers and commercial participators must also keep to the following extra standards.

If you make the solicitation statement verbally (but not by speaking directly to and in the presence of the person it is addressed to) or in the course of a radio or television programme, you must explain the donor's right to a refund or to cancel the agreement under the Charities and Benevolent Fundraising (Scotland) Regulations 2009.

If you are being paid for the activity, you must say how your payment will be decided and state:

a) *the amount (or the estimated amount) you will be paid as a professional fundraiser; or*
b) *the amount (or the estimated amount) of the money made from sales or from the promotional venture that you, as a commercial participator, will use for the benevolent organisation or purpose, or the amount of the donation (or donations) that will be made.*
c) *If you provide the solicitation statement about your pay verbally, you must:*
d) *if you are making the statement in person, tell any person making a payment that you have the information on your pay available in writing if they want to see it; or*
e) *if you are not making the statement in person, tell any person making a payment that you have the information on your pay available in writing and will provide it if they ask for it.*

It is a criminal offence for a professional fundraiser or commercial participator to fail to keep to any of these conditions, and the trustees of a charity may have broken their duty of care if they do not make statements where appropriate. You can get more information and guidance from the Scottish Charity Regulator (OSCR) or you should ask for professional advice.

You must make the statement either before the donor gives any money or before you ask for any financial details relating to the donation (whichever is sooner).

16. Fees and payment

Third-party fundraisers who do not fall within the legal definition of a professional fundraiser must state the actual amount and the way the payment is calculated in any proposal or agreement and make completely clear all fees, expenses and other associated costs, how their fees will be calculated and the timescale for payments.

16.1 If the agreement allows payment levels to vary, this must be clearly justified in agreements by referring to the particular circumstances in which different payment levels may apply. If this applies, the agreement must include terms which allow The Order and/or the Charity and the third-party fundraiser to end the agreement before their pay changes.

17. Confidentiality

17.1 Third-party fundraisers must not share any confidential information they get from the Order or the Charity unless that information is already available to the public or they are allowed to share the information by law.

17.2 The written agreement between the Order and/or the Charity and the third-party fundraiser must include terms defining what is considered confidential information.

18. Company law and tax

18.1 The Senior Officers of the Order and the trustees of the Charity will ensure they understand how their fundraising activities could affect the tax and VAT they may have to pay (if at all) and make sure the Charity pay the correct amount.

19. Volunteers and Employment Rights - information

Volunteers give time, carrying out activities that aim to benefit their community or society. Volunteers are unpaid and choose how they wish to give their time.

Volunteering takes place in every sector, from charities and not for profits to the public and private sectors. Volunteers can take part in a range of activities, including:

campaigning

fundraising

mentoring

befriending

running events/clubs

trusteeship.

There's no legal definition of a 'volunteer', but 'trustees' do have legal obligations to the charities they govern. To find out more, read our guidance on trustees and their roles.

Volunteers have fewer rights and less legal protection than paid staff, because relevant legislation – such as the Equality Act 2010 and the Employment Rights Act 1996 – does not apply to volunteers. However, there have been some rare cases where volunteers successfully claimed such rights by showing that they had an employment relationship with their organisation from a legal point of view.

19.1 The Order and the Charity will treat all volunteers irrespective, fairly and with respect.

19.2 The Senior Officers of the Order and the trustees will ensure that there is a clear complaints procedure in place for all volunteers to access and use. This can be obtained on-line through the Order's website or through the Office of the Deputy Grand Prior in regard to matters of the Order – membership@orderofstgeorge.co.uk

or, secretarygerneral@orderofstgeorge.co.uk in regard to matters of the Charity.

19.3 The Order and the Charity will have a 'Whistle Blowing Policy' or similar for all volunteers to access and use. This can be obtained on-line through the Order's website or through the Office of the Deputy Grand Prior – membership@orderofstgeorge.co.uk

or, secretarygerneral@orderofstgeorge.co.uk in regard to matters of the Charity.

Updated – 16th July 2024

Updated – 4th February 2026