



FUNDRAISING AND DONATIONS POLICY

This policy and procedure applies to employees of St Dunstan's Trustee Limited on behalf of St Dunstan's Education Foundation & College Hire Limited.

1. OVERVIEW AND SCOPE

- 1.1 This policy sets out the College's coordinated approach to all fundraising activities undertaken directly by St Dunstan's Educational Foundation Ltd (the 'Foundation') through its development office also known as The Dunstonian Office, staff, volunteers, alumni and contractors for the benefit of the Foundation.
- 1.2 This policy is intended for the College community and external parties to provide assurance that all stakeholders and donors are treated equitably. The College's fundraising approach is to act fairly, transparently and ethically in the best interests of serving the Foundation's charitable objectives.
- 1.3 This policy applies to external funding received by the College through philanthropic donations. The majority of the donated funds come from voluntary donations and fundraising initiatives such as grant applications or legacy campaigns.
- 1.4 This policy excludes fundraising activities by pupils who raise funds for charities other than the Foundation.
- 1.5 This policy should be read in conjunction with the following documents available on the College's website:
 - Data Protection Policy
 - Whistleblowing Policy
 - Fraud and Anti-Corruption Policy

2. GUIDING PRINCIPLES

- 2.1 Fundraising to increase the College's Bursary Fund is at the heart of all fundraising efforts with the whole Dunstonian community as well as financing of buildings and equipment from funds outside the Foundation's normal revenue budgets, referred to as capital projects and/or the Annual Fund.

2.2 Directors must, under general principles of charity law, take decisions as to whether to accept or refuse donations in the best interests of the charity. Directors must not allow individual or collective views on political or ethical issues which are not directly related to the interests of the charity to affect their judgement.

2.3 St Dunstan's strongly welcomes external funding to supplement and augment its finances in support of achieving the goals and aspirations of its Development Plan. It commits to conduct its fundraising within the context of the Fundraising Regulator's Code of Fundraising Practice.

The Directors are therefore responsible for ensuring that:

- Correct procedures are in place and followed for fundraising activities,
- External funding counter to St Dunstan's charitable objects or obtained illegally or unethically will not be accepted,
- Expenditure is properly validated,
- All funds raised are properly accounted for on the fundraising software called SDConnect and audited through the College's Finance Department, and
- The money is expended in accordance with the objectives agreed with the fund raisers.

3. FUNDRAISING PRACTICES

Fundraising activities will be recognised so long as they are generally within the strategic direction of the Foundation's Development Plan. We will always aim to follow best practice, and in doing so abide by specific fundraising law (including the General Data Protection Regulation and any associated or implementing legislation) and relevant guidance from regulatory and other bodies including The Charity Commission (CC), The Fundraising Regulator, The Institute of Fundraising (IoF) and The Information Commissioner's office (ICO).

The Foundation adopts the following general standards:

- a) all funds raised for a particular cause must be used for that cause;
- b) it will not denigrate other individuals or organisations;
- c) it will not exaggerate facts;
- d) it will not take advantage of mistakes made by donors;
- e) it will treat donors fairly

4. DONORS' RIGHTS

4.1 Donors and prospective donors will be encouraged to take informed decisions about donations through a clear donation prospectus booklet or equivalent relating to a specific campaign.

4.2 The College will not take advantage of credulity, lack of knowledge or apparent need for support or vulnerable circumstance and a donation or legacy will not be accepted

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if the Director of Development acting on behalf of the College knows or suspects that a potential donor lacks capacity at the time.

- 4.3 Donors and prospective donors are entitled to receive a copy of this policy when starting to consider making a donation to the College.
- 4.4 The College pledges not to make unreasonable intrusions into privacy and endeavours not to make unreasonably persistent requests for donations. No donor or prospective donor should be placed under undue pressure to donate at any stage.
- 4.5 If a donor requests to remain anonymous, their privacy will be respected so far as it is legally and practically possible. Therefore, funding will only be accepted if the identity of the donor is known to the College in the first instance.
- 4.6 Equally, if a donation is accompanied by an official plaque or board recognition, the College will endeavour to update such plaque or board in a timely fashion.
- 4.7 If donors or prospective donors request to opt-out of receiving promotional fundraising materials or from the processing of their personal data, the request will be honoured and no further communication will take place.

5. ENSURING COMPLIANCE

- 5.1 All fundraising activities undertaken by the Director of Development are monitored and reviewed by the Head who in turn regularly updates the Board of Governors.
- 5.2 All donations received will be accurately recorded on the fundraising software called SDConnect as well as details of how it is spent being recorded by our Finance Department. Such records will be used to produce an annual Donors' Impact Report which will be proactively distributed to all existing donors as well as the wider Dunstonian community of parents, staff and alumni. It will be made publicly available digitally on the College's website.
- 5.3 Whilst the College will always endeavour to thank donors publicly for their generosity, being a donor will not influence the Board of Governors or the Head in their decision when dealing with donors, including but not limited to matters related to admissions to the College and endorsement of their products or services. The decision of a parent/carer to make or not to make a donation to the College will have no bearing on the academic, co-curricular or extra co-curricular opportunities open to any student.
- 5.4 Major donors contributing to the advancement of bursary provisions for students will be thanked appropriately through official channels agreed in advance between the donor and the Director of Development in compliance with the College's Safeguarding Policy.

6. ACCEPTANCE OF GIFTS

- 6.1 The Foundation considers each donation on its own merits. The ultimate responsibility to accept or decline a donation resides with the Directors.
- 6.2 Donations up to and including a total value of £10,000 may be accepted by the Director of Development, who shall be accountable through the Foundation's management structure to the Directors. Any gift over this value shall be referred to the CFO, who in consultation with the Head and Chair of the Governing Body, will accept or decline the donation on behalf of the Directors, or in exceptional cases, seek a final decision from the Board of Governors.
- 6.3 There is an obligation for the Foundation to undertake a degree of due diligence by completing a risk assessment (Appendix A) when approaching potential donors or accepting donations, particularly for gifts in excess of £10,000.
- 6.4 A standard Gift Agreement (Appendix B) will need to be signed by any major donor for an amount above £5,000 so that the wishes of the donor are recorded accurately, particularly when there is a pledge to be realised over several years.
- 6.5 It is not possible for the Foundation to accept a donation or sponsorship if it is felt by the CFO or their delegated representatives that the gift:
- Is inimical to the objectives of the Foundation, its agreed policies or its beneficiaries
 - Would lead to a demonstrable net decline in the assets of the Foundation
 - Would create an unacceptable conflict of interest for the Foundation
 - Consists of goods, property or services which the Foundation cannot lawfully use, convert, sell or exchange in direct support of its charitable aims
 - Is dependent on the fulfilment of unacceptable conditions applied by the donor. For example, if the Trustees believed such conditions would place the assets of the Foundation at an undue or inappropriate risk
 - Derives from a source or activity that was or is illegal or runs counter to the College's core values
 - May damage the reputation of the Foundation or where offence to staff, pupils, parents or the general public may be caused
 - Creates unacceptable conflicts of interest
 - Compromises the independence of the College
- 6.6 The Foundation is not able to accept anonymous donations because such a donation prohibits a proper risk assessment. The identity of donors who prefer to give anonymously must be known to the CFO, Board of Governors and the Head. A donor's right to remain anonymous in terms of external donor recognition will be

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respected, but full details will be recorded on SDConnect which is the College's fundraising platform.

- 6.7 Risk assessments are not performed on proposed gifts and grants from UK statutory bodies.

7. FINANCIAL ACCOUNTABILITY

- 7.1 The financial affairs of the Foundation will be conducted in a responsible manner, consistent with the ethical obligations and the legal requirements of the Charity Commission, the ICO, and other regulatory bodies that are inherent to ethical fundraising as well as any data protection practices set in accordance with all contemporaneous data protection regulations.
- 7.2 The Foundation does not accept cash donations greater than £250. The CFO is the Foundation's Money Laundering Officer. If the Foundation suspects that any potential cash payment derives from criminal conduct the CFO is responsible for reporting this.
- 7.3 All donations will be used to support the objectives of the Foundation and the Foundation will seek to respect any non-binding wishes expressed by the donor as to the use of the donation, provided they are compatible with the objects, work and values of the Foundation.
- 7.4 All donations which have been legally restricted to specific purposes will be used for the purposes for which they are given. If necessary due to programme or organisational changes, subject to such legal consents or processes as are necessary, the Foundation will seek to use the donation for in a manner as consistent as possible with the donor's original intent, seeking the views of the donor where possible. Where necessary, the Foundation will seek legal advice on the available options for amending the terms of the donation.
- 7.5 St Dunstan's Educational Foundation produces annual financial statements in accordance with the Charities (Accounts and Reports) Regulations 2008.
- 7.6 Donations, once accepted and received, should not normally be returned unless there is a legal obligation to do so arising unexpectedly through Courts of Law for instance
- 7.7 All gifts in kind through donations to the Archives or expertise given through the College's mentoring system for instance, will also be accounted for within the fundraising software and the College endeavours to thank donors accordingly
- 7.8 All funds raised will be used for the purpose for which they were raised, and within a reasonable timeframe. We recognise that donors have the right to obtain complete and timely information on how their funds are used and will provide this if requested.

8. DATA PROTECTION

- 8.1 The Foundation will ensure that all stakeholders comply in all of their fundraising activities, with the law as it applies to charities and fundraising, which includes the

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General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations and any other relevant contemporaneous data related regulations.

- 8.2 Accurate records of all donations, grant applications and funding bids must be collected and stored by the Development Office and overseen by the Director of Development and the Head.
- 8.3 Personal information provided to the Foundation will be kept confidential and will not be sold, rented, or given to any third parties without consent. Please refer to the Foundation's data protection policy and privacy notice.
- 8.4 Personal information will be kept secure at all times (for more information on how data is kept, please refer to the Data Protection Policy) and will be accessed only by relevant volunteers when necessary. The Foundation has implemented the right organisational measures to ensure personal information is kept secure at all times.
- 8.5 Personal information collected for the purposes of fundraising will not be shared unless necessary for the furtherance of the Foundation's legitimate interest and if necessary to comply with a legal obligation, for example, with HMRC.
- 8.6 In terms of retention, personal data collected for the purpose of conducting fundraising activities will be kept in line with the Foundation's Data Retention Policy. Any questions on the treatment of personal data or consent can be addressed to the College's COO, Saffron Hutt, at shutt@stdunstans.org.uk.

9. COMPLAINTS PROCEDURE

- 9.1 Any concerns regarding the College's fundraising arrangements will be discussed in the first instance with the College's CFO, Hannah Fox, at hfox@stdunstans.org.uk.
- 9.2 When dealing with complaints, the College will ensure these are investigated thoroughly and objectively to establish the facts before being responded fairly and appropriately.
- 9.3 The College has a Complaints Policy published on the College's website which also applies to any third party fundraising on behalf of the College.

APPENDIX A: Gift Acceptance Risk Assessment

Name of prospect:	
Date:	
Assessment undertaken by:	

1. Could acceptance of the sponsorship or donation interfere or have the potential to interfere with the ability of the Foundation to fulfil its charitable aims or other objectives?
2. Would accepting this gift lead to any demonstrable net decline in the assets of the Foundation?
3. Could acceptance of the donation, and any terms attached to it, lead to any conflict of interest or undue and inappropriate third-party influence, or impression of such influence, on organisational decisions of the Foundation?
4. [Gifts in kind] Is the gift of goods, property or services which the Foundation cannot lawfully use, convert, sell or exchange in direct support of its charitable aims?
5. Are there any conditions attached to the donation, are they reasonable and not likely to places the assets of the Foundation at any undue or inappropriate risk?
6. Is there any reason to believe that the prospect may not be in a position to make a payment?
7. Could acceptance of the donation jeopardize existing and future relationships with alumni, donors and supporters?
8. Are there any grounds to suspect money laundering or that the gift derives from a source or activity that was or is illegal, or runs counter to the Foundation's core values?
9. Could acceptance of the donation result in damage to the reputation of the Foundation as a result of criticism from the press, public or any other relevant community of professionals?
10. Sources of information:

For internal purposes only:

Dated and added to database:	
Reviewed by the Head:	
Action: approval / rejection / referral	
Referred to:	

APPENDIX B – standard Gift Agreement

This Agreement is made on 20XX, between XXXXX (the “Donor”) and St Dunstan’s Educational Foundation Ltd (the “Foundation”), in order to support St Dunstan’s Educational Foundation, registered charity 312747, with a Bursary Donation.

The Donor and the Foundation agree as follows:

1. The Gift

The Donor undertakes to give the total sum of £XXXXX (excluding any gift aid) to the Foundation.

The Donor also agrees to gift aid their donation by completing a gift aid declaration at the time of signature of this Agreement.[if applicable]

The Donor further agrees to make three separate payments of £XXXXX each to the Foundation. These should take place over the next three UK tax years on or about XXXXXXXXXXXXX. The payment should be online transfers to the following account:

Bank: HSBC

Ref: GIFT XXXXX

Account: St Dunstan’s Educational Foundation General Account

Sort Code: 40-11-60

Account number: 00084026

2. The Purpose of the Gift

The Gift is made towards the Foundation’s Bursary Fund/ a specific capital project [delete as appropriate] and the Foundation undertakes to use the Gift specifically for this purpose unless clause 5 below applies.

It is further acknowledged that the Donor’s wish is to support the education at St Dunstan’s College XXXXXXXXXXXXXXXXXXXX.

3. Administration and Management of the Gift

The Director of Development at the College, Mrs Isabelle Blake-James, will liaise directly with the Donor over the term of this Agreement in order to: (i) identify a suitable potential bursary recipient and (ii) collate the monies at the appropriate dates above mentioned with the help of the Foundation’s Finance Department if required.

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Any additional benefits such as gift aid linked to the Gift will be applied to the Gift to increase its value and longevity according to the Foundation's practices and policies.

4. Reporting and recognition

The Director of Development undertakes to send an Annual Donors' Impact Report to the Donor outlining the progress of the XXXX Fund and how impactful the Donor's donation has been.

The Donor agrees/does not agree to be contacted by the Dunstonian Office to provide a donor's quote as and when necessary and the Donor further agrees/does not agree to be publicly acknowledged in the Foundation's various publications such as The Chronicle or a Donors Impact Report as well as in the Dunstonian Association magazine "The Notes" for the duration of the gift.

The Donor confirms they wish/do not wish for their name to appear on a Donors Board at the College when installed.

5. Unforeseeable circumstances

In the unlikely event that in the future, it becomes impossible for the donation to serve the specific purpose for which it was created, the Foundation shall in the first instance discuss this with the Donor to find a resolution. If the Donor cannot be contacted then it will be devoted to purposes that are most consistent with the wishes of the donor. If this is not possible it should be reassigned in consultation with the Head of St Dunstan's College at the time.

6. Morality Clause

If at any time the Donor may compromise the public trust or the reputation of the Foundation, the Foundation with the approval of the Head and of the Chair of Governors has the right to remove the name of the Donor from the Donors Board and/or return the gift.

7. Data Protection

St Dunstan's Foundation is legally required to comply with the Data Protection Act 2018 in relation to the processing of all personal information.

8. Binding obligations

This Agreement should be read in conjunction with the Fundraising and Donations Policy of the College.

This Agreement is binding on both the Donor and the Foundation and is subject to the laws of England and Wales and to the sole jurisdiction of the Courts of England and Wales should any dispute arise under it.

The Foundation thanks you for your generous gift.

Signatures

Donor

Name: ----- Signature:-----

Date: -----

For and on behalf of St Dunstan’s Foundation Ltd

Name: ----- Signature:-----

Position:----- Date:-----