#### LICENSING BOARD SUB-COMMITTEE

Venue: Town Hall, Moorgate Date: Monday, 5th November, 2018 Street, Rotherham, S60

2TH

Time: 9.30 a.m.

#### AGENDA

1. To determine whether the following items should be considered under the categories suggested in accordance with Part 1 of Schedule 12A (as amended March 2006) of the Local Government Act 1972.

- 2. To determine any item(s) which the Chairman is of the opinion should be considered later in the agenda as a matter of urgency.
- 3. House to House Collections (Pages 1 175)
- 4. Exclusion of the Press and Public

The following items are likely to be considered in the absence of the press and public as being exempt under the Police Act 1997 and Paragraphs 3 and 7 of Part 1 of Schedule 12A to the Local Government Act 1972 (business affairs and prevention of crime)

- 5. Applications for the Grant/Renewal/Review of Hackney Carriage/Private Hire Drivers' Licences (Pages 176 222)
- 6. Date and time of the next meeting Monday, 26<sup>th</sup> November, 2018, at 9.30 a.m.

#### ROTHERHAM BOROUGH COUNCIL - REPORT TO MEMBERS

Meeting:	Licensing Board Sub-Committee	
Date:	5 <sup>th</sup> November 2018	
Title:	Determination of Applications for a House to House Collection Permit	
Directorate:	Regeneration and Environment	

#### 1. Summary

This report concerns applications made for proposed House to House Collection Promoters permits in or about the Borough of Rotherham. The applications have been made in accordance with the House to House Collections Act 1939.

Where a person who is promoting, or proposes to promote, a collection in any locality for a charitable purpose makes an application to the authority for the area in the prescribed manner specifying the purpose of the collection and the locality within which the collection is to be made, and furnishes them with the prescribed information, the authority shall, subject to the provisions of the act, grant to them a licence authorising them to "promote" a collection within that locality for that purpose.

"Promoter" means, in relation to a collection, a person who causes others to act as collectors for the purposes of the collection.

#### 2. Recommendations

• That the Sub-Committee informs the Licensing Manager of the decision in relation to each of the applications introduced by this report.

#### 3. Proposals and Details

The Council has recently received a total of eight applications for consideration of a House to House collection permit. Further details on each of these is provided below:

#### Application 1

Charity / Charitable Purpose: Cancer Support UK (Registered Charity 05048319)

Permit Applicant: Steve Jenkinson

Collections Made By: Clothes Aid (Services) Ltd

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 months from 1<sup>st</sup> November 2018.

Further Information: See Appendix 1 to this report.

Charitable Objectives: As defined on the application are: Provision of practical

and emotional support to people with cancer, both during

and after the treatment period.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: This would enable the charity

to give the support needed.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 1.

#### Application 2

Charity / Charitable Purpose: Rotherham Lion's Club

Permit Applicant: Peter Machin

Collections Made By: Rotherham Lion's Club

Permit Collection Area: Whole of Borough

Collection Dates/times: Last week in November 2018 until 24th December 2018.

Further Information: See Appendix 2 to this report.

Charitable Objectives: As defined on the application are: For the residents of

Rotherham Borough on welfare cases, medical anything that is needed i.e. house fire this weekend we supplied

bedding to all four occupants.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: All proceeds from Rotherham Lions goes into our own local community. We give away

around £30K a year on all deserving cases.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 2.

#### Application 3

Charity / Charitable Purpose: <u>Treating Children with Cancer (Registered Charity 1132491)</u>

Permit Applicant: Lynne Walker

Collections Made By: Treating Children with Cancer

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 month period from 1st December 2018 (collections

limited to 8am to 5pm).

Further Information: See Appendix 3 to this report.

Charitable Objectives: As defined on the application are: To raise funds to assist

in the treatment and research of treatments for children

with cancer..

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: As above.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 3.

#### Application 4

Charity / Charitable Purpose: Mexborough and District Lions Club

Permit Applicant: Neil Luckcuck

Collections Made By: Mexborough Lions Club

Permit Collection Area: Wath, Manvers, Brampton

Collection Dates/times: 22<sup>nd</sup> November, 11<sup>th</sup>, 17<sup>th</sup> and 22<sup>nd</sup> December (between

10am and 8pm).

Further Information: See Appendix 4 to this report.

Charitable Objectives: As defined on the application are: To raise funds and help

needy people in our area.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: Various donations of white goods, furniture etc to needy people. Support care home

in area.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 4.

#### Application 5

Charity / Charitable Purpose: Coping with Cancer North East (Registered Charity 513820)

Permit Applicant: Olena Romanyshyn

Collections Made By: Unicare Ltd

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 months from 1<sup>st</sup> January 2019.

Further Information: See Appendix 5 to this report.

Charitable Objectives: As defined on the application are: To support services for

cancer patients and their carers in the North East. Weekly complementary therapy in chemotherapy day unit at St Foundation Hospital, 3 sessions at St Claire's and

weekly breast cancer support group.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: See information attached as

Appendix 5.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 5.

#### Application 6

Charity / Charitable Purpose: <u>National Hereditary Breast Cancer Helpline</u>

(Registered Charity 1150183)

Permit Applicant: Inese Moncevica

Collections Made By: Skyecycle Ltd

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 months from 1st August 2018 on any available dates

(weekdays between 8am and 5pm).

Further Information: See Appendix 6 to this report.

Charitable Objectives: As defined on the application are: Skyecycle Ltd is a

commercial partner of the charity National Hereditary Brest Cancer Helpline, our goal is to provide a steady income of funds to NHBCH, The NHBCH runs 24 hours a

day to support women and their families affected with familial cancer. We sell all the property collected to a wholesaler in Poland and donate £75 made per tonne back to the charity. We do this in regular monthly payments.

Charitable Benefit for Rotherham:

As defined by the applicants in the application or with supporting documentation: NHBCH helps those affected by familial cancer across the UK including those in Rotherham.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 6.

#### Application 7

Charity / Charitable Purpose: Child and Teenage Cancer and Leukaemia Foundation

(Registered Charity 1156384)

Permit Applicant: Cira Franchi

Collections Made By: Child and Teenage Cancer and Leukaemia Foundation

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 month period from 1st January 2019 (seeking

allocation of five days per month).

Further Information: See Appendix 7 to this report.

Charitable Objectives: As defined on the application are: To support research

into the causes, symptoms, distribution, pathology and treatment of cancers in children and young people. To promote and fund practical application of this research. To advance the education of parents, carers and others in the causes, symptoms and treatment of cancers in

children and young people.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: Not specified.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 7.

#### Application 8

Charity / Charitable Purpose: Yorkshire Children's Trust (Registered Charity 1146884)

Permit Applicant: Simon Widdop

Collections Made By: Recycling and Management Services Ltd

Permit Collection Area: Whole of Borough

Collection Dates/times: 12 month period from 1st January 2019 (seeking

allocation of five days per month).

Further Information: See Appendix 8 to this report.

Charitable Objectives: As defined on the application are: To relieve the

charitable needs of families with sick or disabled children, up to the age of 18, by the provision of grants, in particular but not exclusively towards the cost of medical equipment, home modifications or respite holidays for the

family.

Charitable Benefit for Rotherham: As defined by the applicants in the application or with

supporting documentation: Nor specified.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 8.

#### 4. Finance

Permits for House to House collections in or about the Borough of Rotherham are provided free of charge to applicants (there is no statutory provision for charging). Any relating enforcement and other matters of application processing are financed through the authority's normal budgeting methods.

#### 5. Risks and Uncertainties

Failure to fully consider each application could lead to inappropriate collections being made within the Borough.

When a licensing authority refuse to grant a licence (or revoke a licence) which has been granted, they shall forthwith give written notice to the applicant or holder of the licence stating upon which one or more of the grounds set out in House to House Collections Act 1939 Section 2 sub section 3 (copied below in italics) the licence has been refused (or revoked) and informing him of the right of appeal given by this section, and the applicant or holder of the licence may thereupon appeal to the Secretary of State against the refusal or revocation of the licence as the case may be and the decision of the Secretary of State shall be final. The time

within which any such appeal may be brought shall be fourteen days from the date on which notice is given.

A licensing authority may refuse to grant a licence, or, where a licence has been granted, may revoke it, if it appears to the authority—

- a) that the total amount likely to be applied for charitable purposes as the result of the collection (including any amount already so applied) is inadequate in proportion to the value of the proceeds likely to be received (including any proceeds already received);
- that remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person;
- c) that the grant of a licence would be likely to facilitate the commission of an offence under section three of the Vagrancy Act 1824, or that an offence under that section has been committed in connection with the collection;
- d) that the applicant or the holder of the licence is not a fit and proper person to hold a licence by reason of the fact that he has been convicted in the United Kingdom of any of the offences specified in the Schedule to this Act, or has been convicted in any part of His Majesty's dominions of any offence conviction for which necessarily involved a finding that he acted fraudulently or dishonestly, or of an offence of a kind the commission of which would be likely to be facilitated by the grant of a licence;
- e) that the applicant or the holder of the licence, in promoting a collection in respect of which a licence has been granted to him, has failed to exercise due diligence to secure that persons authorised by him to act as collectors for the purposes of the collection were fit and proper persons, to secure compliance on the part of persons so authorised with the provisions of regulations made under this Act, or to prevent prescribed badges or prescribed certificates of authority being obtained by persons other than persons so authorised; or
- f) that the applicant or holder of the licence has refused or neglected to furnish to the authority such information as they may have reasonably required for the purpose of informing themselves as to any of the matters specified in the foregoing paragraphs.

#### 6. Policy and Performance Agenda Implications

The granting of House to House permits is consistent with the Corporate Plan and community strategy as it ensures the deliver under the themes of a Safer and Fairer Rotherham; also ensuring that the Council continues to maintain its statutory functions and undertakes appropriate enforcement to support the delivery of safe communities in Rotherham.

#### 7. Background Papers and Consultation

None.

**Contact Name:** Alan Pogorzelec , Licensing Manager, tel (2)54955, alan.pogorzelec@rotherham.gov.uk



# Appendix

### **Neighbourhood and Adult Services**

## **Application for a House to House Collections Permit**

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

Grant For office use only			
Date Received	18-10-18		
Fee	Free of Charge		
Lalpac number			
Board Hearing			
Permit Number	НН		

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I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may also use the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in all boxes you do not enter information in.

Applicants (Promoter) per	sonal details			
1. Your Title (Mr, Mrs, Miss, etc);	Mr		Date of Birth:	3/08/1976
Surname: JENKIN	ISON First	names: STE	EVE	
Address (either home or Business): UNIT 4	INR, LEROY HSE	= 1436-43	18 ESSEX	RD
LOND	ON		Post code: /	UI ZQP
Daytime phone number: 0207	288 8518	Mobile phone number:		
E-mail address: SJenkin	nson@clothesc	id-co-MK		
Details of the charity which	the collection will ben	efit		
2. Name of Charity:	ANCER SUPPO	RT UK		
Head Office address for 71	-75 SHELTON	ST		
the Charity:	NOON	0.1		
			Post code W	C2H 9JQ
Contact phone number: 0.20	07 470 8755	Mobile phone number:		
E-mail address: [	110@Cancersuppor	tuk.org		
2.a. Are you an employee/Volunteer for this Charity  YES  No  No				
If YES, please state your positi	on within the Charity:			
*If NO you must supply a letter wit	th thin annihantian fam. to			

'If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.

2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.	They Provide practica & emotional Support to people with concer,
Please attach supporting information, web	Support to people with concer,
site details etc.	both during & after the treatment
	period.
2.c. Explain how this Charity/fund collection will	Time Id a dela the clostite
benefit the people of Rotherham	This would enable the charity to give the support needed.
Please attach supporting information, web	to give the support needed.
site details etc.	
2.d. Is this charity/fund a UK registered charity Y	es No Registered Charity Number 05048319
Collection details	
3. Over what parts of the licensing area is it	HE WHOLE BOROUGH
proposed that collections will be made?	
3.a. Over what periods in the year, dates & times, is	il 1 NOVEMBER 2018
proposed that collections will be made?	31 OCTOBER 2019
3.b. How many collectors will be used to make the co	ollections: Four
3.c. Is it proposed to collect money including direct d	ebits as money: Yes No Direct Debits
3.d. Is it proposed to collect "other" types of property	Yes No No
If Yes, what other type(s) of property will be coll (include direct debits as a collection of money)	SECOND HAND CLOTHING
Is it proposed to Sell, Give Away, or Use this "of	her" property Sell Give Away Use
3.e. Are applications also being made for licences for	<u>'V</u>
If Yes, which other licensing authorities	
" res, which outer neerising authorities	lease See authorities applied for List
Will these collectors be the same collectors as the	nose you intend to use in this authority  Yes No
3.f. Is it proposed to promote this collection in conjunc	ction with a street collection  Yes  No  No
If Yes, is it proposed to combine the House to H Collection accounts or submit separate accounts	
3.g. If the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity, state if the collection is for a War Charity is state if the collection is for a War Charity is state if the collection is for a War Charity is state if the collection is state in the collection is stated in the collection in the colle	charity has been registered or exempted from registration under the War stration authority, date of registration or exemption in the box below.
NA	
<b>_</b>	

Applicants (P	romoter) "Criminal Reco	rds" history		
7. Convictions &	Cautions Details. In the boxes In terms of the "Rehabilitation of O	below list any convictions/caution	is etc you may have w	hich are not considered as
7.a. Have you ever reprimands?	been convicted of a criminal offen tc, (If you answer YES to this qu	ce(s), or received any police cau estion give details in the box b	tions warnings or \\ velow.)	Yes No
7.b. If you are wait enter the court	ng to hear about any prosecution name hearing the case:		If known give da future court hea	f .
Date of conviction(s)	Details of Off	ence(s) and Conviction(s)	s	entence Or Penalty
1 1				
1 1		·		
1 1	Use an extra	sheet of paper if required		
made in this Local and exemption granted  The applicants atte Collections Regula	y for a house to house promoter to collect from door to door for Authority area unless the promoby the Secretary of State from ontion is drawn to the House to tions 1947 (as amended); on the shall be made not later the ection.	charitable purposes only. No ofter is an appropriately licensed btaining a licence from this au House Collections Act 1939, the 12 December 1947. The	collection for a charited promoter by this au athority.)  and to paragraph 4 chis paragraph 4 chis paragraph provin	able purpose may be athority. (Or holds an of the House to House des. that, ordinarily, and
D1				
I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.				
I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection having taken place.				
In pursuance dicence allowing	of Section 2 of the House ng me to promote the co	e to House Collections llection, of which partic	Act 1939, I here culars are given	by apply for a in this form.
Applicants Signature		Date appl	licant signed form	/ /

Applican	its (Promoter) "C	riminal Reco	rds" history	÷		<u> </u>		
7. Convicti	ions & Cautions Deta with in the terms of the	ails. In the boxes t	elow list any conv	ctions/cautions	etc you may h	ave which a	are not co	onsidered as
7.a. Have y	ou ever been convicted ands? etc, (If you answ	of a criminal offen	ce(s), or received a	iny police cautio	ins warnings o ow.)	r Yes [		No 📝
7.b. If you a	are waiting to hear abounce court name hearing the	t any prosecution		· · · · · · · · · · · · · · · · · · ·	If known g	give date of urt hearing date.	1	1
	Date of Conviction(s) Details of Offence(s) and Conviction(s) Sentence Or Pen			enalty				
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exemption gr The applican Collections F application fo	authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in this Local Authority area unless the promoter is an appropriately licensed promoter by this authority. (Or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.)  The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the month preceding that in which it is proposed to commence any collection.					to House		
Declarati	Declaration							
I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.								
I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection having taken place.								
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.								
Applicants Signature	Spess				int signed for			

## awaiting Completion of our HZH form.

#### Sykes, Lesley

From:

Sykes, Lesley

Sent:

16 October 2018 11:33

To:

'DTaylor@clothesaid.co.uk'

Subject:

Clothes Aid - Cancer Support UK APP

**Attachments:** 

House to House Application form.pdf

Good Morning Dawn,

Thank you for your application for a House to House collection in Rotherham, which was received by email on the 15<sup>th</sup> October 18.

As you are aware the application has to be presented to our licensing board for approval, in order for your application to be considered by the board we will need the attached Rotherham form to be completed.

Kind Regards

Lesley

#### **Lesley Sykes**

Licensing Support Officer
Community Safety and Street Scene
Regeneration and Environment Services
Wing A, Floor 3 near Pod A33
Rotherham Metropolitan Borough Council

Riverside House, Main Street, Rotherham, S60 1AE

Tel: 01709 823168 Internal: 23168

Email: lesley.sykes@rotherham.gov.uk

Visit our website: http://www.rotherham.gov.uk

Before printing, think about the environment

**From:** Dawn Taylor [mailto:DTaylor@clothesaid.co.uk]

**Sent:** 15 October 2018 14:51

To: Licensing

Subject: Clothes Aid - Cancer Support UK APP

**Good Afternoon** 

Please find attached my application and additional information.

I will send the charities literature in a second email.

Thank you for your help today.

Kind Regards

#### Dawn

**Dawn Taylor** / Licensing Officer <a href="mailto:dtaylor@clothesaid.co.uk">dtaylor@clothesaid.co.uk</a>

Clothes Aid
020 7288 8523
Unit 4N/R Leroy House, 436 Essex Road, London, N1 3QP
www.clothesaid.co.uk













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#### Sykes, Lesley

From:

Sykes, Lesley

Sent:

15 October 2018 15:48

To:

Sykes, Lesley

Subject:

FW: Clothes Aid - Cancer Support UK APP

**Attachments:** 

Rotherham 18 - 19.pdf; ADDITIONAL INFORMATION 2018.doc; Authorites applied

for 18 - 19.xlsx

From: Dawn Taylor [mailto:DTaylor@clothesaid.co.uk]

Sent: 15 October 2018 14:51

To: Licensing

Subject: Clothes Aid - Cancer Support UK APP

Good Afternoon

Please find attached my application and additional information.

I will send the charities literature in a second email.

Thank you for your help today.

**Kind Regards** 

Dawn

Dawn Taylor / Licensing Officer <a href="mailto:dtaylor@clothesaid.co.uk">dtaylor@clothesaid.co.uk</a>

Clothes Aid
020 7288 8523
Unit 4N/R Leroy House, 436 Essex Road, London, N1 3QP
www.clothesaid.co.uk













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15th October 2018

Lesley Sykes Licensing Support Officer Rotherham Metropolitan Borough Council Riverside House, Main Street Wing A, Floor 3 near Pod A33 Rotherham S60 1AE

Dear Licensing Officer,

#### **RE: CANCER SUPPORT UK** HOUSE TO HOUSE COLLECTION APPLICATION

Please find enclosed an application form for a House to House collecting permit.

We have negotiated a contract with Cancer Support UK, to carry out House to House collections to raise funds for the appeal.

I have enclosed supporting literature for your perusal. I trust this information satisfies your criteria for granting a House to House collecting permit for the time requested.

Please could you email me to confirm you have received this application I look forward to hearing from you at your earliest convenience. In the meantime if you have any queries, please do not hesitate to contact me on 0207 288 8523.

Yours sincerely

Dawn Taylor

Licensing Assistant

0207 288 8523

dtaylor@clothesaid.co.uk



15.10.2018

**Licensing Support Officer** Rotherham Metropolitan Borough Council Riverside House, Main Street Wing A, Floor 3 near Pod A33 Rotherham S60 1AE

**Lesley Sykes** 

Dear Licensing Officer,

I am writing to you with reference to the attached license application for Clothes Aid (Services) Ltd to collect waste textiles for the purpose of recycling under the House to House collections Act 1939.

Clothes Aid (Services) Ltd propose to carry out collections under license from Cancer Support UK. We have recently begun working with Clothes Aid and we hope this will prove to be a very positive partnership for us. The agreement we have ensures that we receive from Clothes Aid at least £100 plus VAT per each tonne of clothes collected also £10 plus VAT for every tonne of Bric a Brac, Bed Linen and household's items collected and Clothes Aid is aiming to raise for us a minimum sum of £100,000 plus VAT per annum.

If a license were granted, Clothes Aid would like to collect in various areas of your local authority. It would greatly assist our fundraising efforts if Clothes Aid were granted a collection license for a 12-month period.

I hope the above answers any queries you may have with regard to our relationship with Clothes Aid. However if you require any further information please do not hesitate to call me on 020 7470 8755,

Yours sincerely

**Gemma Holding Chief Executive** 

**Cancer Support UK** 



t 020 7470 8755 w cancersupportuk.org

a Cancer Support UK 71-75 Shelton Street London, WC2H 9JQ

hello@cancersupportuk.org

for as long as it takes

Cancer Support UK (CSUK) is a charity registered in England and Wales (1105703) and in Scotland (SC039731) and a company limited by guarantee registered in England and Wales (05048319) with registered offices at 50 Broadway, London, SW1H 0BL. Correspondence address: Cancer Support UK, 71-75 Shelton Street, London, WC2H 9JQ

#### **HOUSE TO HOUSE COLLECTIONS ACT 1939 House to House Collections Regulations 1947**

#### Application for a Licence

## To (name of Licensing Authority) Rotherham Metropolitan Borough Council

In pursuance of Section 2 of the House to House Collections Act 1939, I h	nereby apply for a licence allowing me to
promote the collections, of which particulars are given below	
3.00,000	B

Dated	10.10.2018	Signed	K)
	<u> </u>		

PARTICULARS OF C	COLLECTION
Surname of applicant (in block letters)     Other names	1. Steve Jenkinson 21 Mason Hill View Fulwood Preston PR2 8DP D.O.B 08.08.1976
2. Address of applicant	2. Clothes Aid, Unit 4R, Leroy House, 436 - 438 Essex Road, LONDON, N1 3QP
Particulars of charitable purposes to which proceeds of collection are to be applied.     (Full particulars should be given and where possible the most recent account of any charity which is to benefit should be enclosed)	3. Cancer Support UK 71 – 75 Shelton Street, London WC2H 9JQ
4. Over what parts of the area is it proposed that the collection should extend?	4. Rotherham Metropolitan Borough Council
During what period of the year is it proposed that the collection should be made?	5. 1st October 2018 – 30th September 2019.
6. Is it proposed to collect money?	6. NO
7. Is it proposed to collect other property? If so, of what nature? And is it proposed to sell such property or to give it away or to use it?	7. Yes Second hand clothing To sell
Approximately how many persons is it proposed to authorise to act as collectors in the area of the authority to which the application is addressed?	8. No more than four persons
9. Is it proposed that remuneration should be paid out of the proceeds of the collection: - (a) to collectors? (b) to other persons? If so, at what rates and to what classes of persons?	9. Clothes Aid is now carrying out a collection of goods as a commercial participator under the Charities Act 1992 with the accompanying representation that for every tonne we collect between £50.00 - £125 per tonne will be given to Cancer Support UK and that Clothes Aid has agreed to raise a minimum £100,000 per Annum. Cancer Support UK does not pay any expenses from the money we raise for them.
10. Is application being made for licences for collections for the same purpose in other areas:     If so, to what authorities?     And, approximately, how many persons in all is it proposed to authorise to act as collectors	10. Yes See enclosed Authorities applied for No more than 25 persons nationwide
Has the applicant, or to the knowledge of the applicant, anyone associated with the promotion of the collection, been refused a licence or order under the Act, or had a licence or order revoked? If so, give particulars	11. Yes, see enclosed 'Additional Information'
12. Is it proposed to promote this collection in conjunction with a street collection? If so, is it desired that the accounts of this collection should be combined wholly or in part with the account of the street collection?	12. No
13. If the collection is for a War Charity, state if such charity has been registered or exempted from registration under the War Charities Act, 1940 give name of registration authority and date of registration or exemption	13. N/A

## **ADDITIONAL INFORMATION**

Clothes Aid Group has been refused a licence in 2009 by Birmingham Council to collect for Make a Wish Foundation.

The Refusal by Birmingham City Council was appealed to the Minister and that appeal in turn was refused. Clothes Aid Group issued preceding before the high Court of Judicially review this decision. The Appeal decision by the Minister has been quashed by consent Order of the high court. This is a result of the Minister conceding a point on the nature of the Minister functions on appeal.

In light of the delays, Make a Wish sought and the Minister has now granted a national exemption order under section 3 of the House to House collections Act 1939 under which Clothes Aid Group acts. Given this a licence from Birmingham City Council is no longer needed.

Contincil CSUK	Duirettion
	1 Oct 18 - 30 Sep 19
Aberdeen City	1 Oct 18 - 30 Sep 19
Aberdeenshire	1 Oct 18 - 30 Sep 19
Adur & Worthing Allerdale	1 Oct 18 - 30 Sep 19
	<u>'</u>
Aldershot	1 Oct 18 - 30 Sep 19
Alnwick	1 Oct 18 - 30 Sep 19
Amber Valley	1 Oct 18 - 30 Sep 19
Angus	1 Oct 18 - 30 Sep 19
Argyll & Bute	1 Oct 18 - 30 Sep 19
Arun	1 Oct 18 - 30 Sep 19
Ashfield	4 - 9 Feb 19
	15 - 20 Apr 19 10 - 15 Jun 19
	19 - 24 Aug 19
	14 - 19 Oct 19
	25 - 30 Nov 19
Ashford	1 Oct 18 - 30 Sep 19
Aylesbury Vale	7 - 12 Oct 18
	25 - 30 Nov 18
	11 - 16 Feb 19
	8 - 13 Apr 19 3 - 8 Jun 19
	12 - 17 Aug 19
Babergh	1 Oct 18 - 30 Sep 19
Barnet GLB	1 Oct 18 - 30 Sep 19
Barnsley	1 Oct 18 - 30 Sep 19
Barrow in Furness	1 Oct 18 - 30 Sep 19
Basildon	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Basingstoke & Deane Bassetlaw	21 - 26 Jan 19
Bassellaw	25 - 30 Mar 19
	20 - 25 May 19
	22 - 27 Jul 19
	20 - 25 Sep 19
	25 - 30 Nov 19
Bath & N.E Somerset	1 Oct 18 - 30 Sep 19
(Bristol Hub)	
Bedford	1 Oct 18 - 30 Sep 19
Berwick on Tweed	1 Oct 18 - 30 Sep 19
Birmingham City	1 - 31 Jan 19 1 - 31 Mar 19
	1 - 31 May 19
	11 - 31 Jul 19
	1 - 30 Sep 19
	10 - 30 Nov 19
Blaby & Wigston	1 Oct 18 - 30 Sep 19
Blackburn & Darwin	1 Oct 18 - 30 Sep 19
Blakeney	1 Oct 18 - 30 Sep 19
Blackpool	1 Oct 18 - 30 Sep 19
Blaenau Gwent	1 Oct 18 - 30 Sep 19
Blyth Valley	1 Oct 18 - 30 Sep 19
Bolsover	1 Oct 18 - 30 Sep 19
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Bolton	1 Oct 18 - 30 Sep 19
Boston	1 Oct 18 - 30 Sep 19
Bournemouth	1 Oct 18 - 30 Sep 19
Bracknell Forest	1 Oct 18 - 30 Sep 19
Bradford	1 Oct 18 - 30 Sep 19
Braintree	1 Oct 18 - 30 Sep 19
Breckland	1 Oct 18 - 30 Sep 19
Brent GLB	1 Oct 18 - 30 Sep 19
Brentwood	1 Oct 18 - 30 Sep 19
Breconshire (Powys)	Breconshire
&Radnorshire	11 - 16 Feb 19
(Powys)	15 - 20 Apr 19
	15 - 20 Jul 19
D : 1	7 - 12 Oct 19
Bridgend	1 Oct 18 - 30 Sep 19
Brighton & Hove	1 Oct 18 - 30 Sep 19
Bristol City (Bristol Hub)	1 Oct 18 - 30 Sep 19
Broadland	1 Oct 18 - 30 Sep 19
Broxbourne	14 - 19 Jan 19
	21 - 26 Jan 19
	11 - 16 Mar 19
	18 - 23 Mar 19 13 - 18 May 19
	20 - 25 May 19
	15 - 20 Jul 19
	22 - 27 Jul 19 9
	- 14 Sep 19
	16 - 21 Sep 19
	18 - 23 Nov 19
	25 - 30 Nov 19
Broxtowe	14 - 19 Jan 19
	11 - 16 Mar 19 13 - 18 May 19
	15 - 16 May 19 15 - 20 Jul 19
	16 - 21 Sep 19
	18 - 23 Nov 19
Burnley	1 Oct 18 - 30 Sep 19
Bury Metro	1 Oct 18 - 30 Sep 19
Caerphilly	1 Oct 18 - 30 Sep 19
Calderdale	1 Oct 18 - 30 Sep 19
Cambridge City	11 - 16 Feb 19
	4 - 9 Mar 19
	8 - 13 Apr 19
	13 - 18 May 19
	10 - 15 Jun 19
	9 - 13 Jul 19
	5 - 10 Aug 19
	9 - 14 Sep 19 7 - 12 Oct 19
	25 - 30 Nov 19
Cannock Chase	1 Oct 18 - 30 Sep 19
Canterbury	1 Oct - 31 Dec 18
	1 Jan - 31 Dec 19
Cardiff	1 Oct 18 - 30 Sep 19

To 11.	
Carlisle	1 Oct 18 - 30 Sep 19
Castle Morpeth	1 Oct 18 - 30 Sep 19
Castle point	1 Oct 18 - 30 Sep 19
Central Bedford	1 Oct 18 - 30 Sep 19
Ceredigion	1 Oct 18 - 30 Sep 19
Charnwood	1 Oct 18 - 30 Sep 19
Chelmsford	21 - 26 Jan 19
	18 - 22 Feb 19
	25 - 30 Mar 19
	22 - 27 Apr 19
	20 - 25 May 19
	17 - 22 Jun 19
	22 - 27 Jul 19
	19 - 24 Aug 19 20 - 25 Sep 19
	21 - 26 Oct 19
	25 - 30 Nov 19
Cheltenham	1 Oct 18 - 30 Sep 19
Cherwell	11 - 16 Feb 19
Cherwen	15 - 20 Apr 19
	10 - 15 Jun 19
	12 - 17 Aug 19
Chesterfield	1 Oct 18 - 30 Sep 19
Chichester	1 Oct 18 - 30 Sep 19
Chiltern	1 Oct 18 - 30 Sep 19
Chorley	1 Oct 18 - 30 Sep 19
Christchurch	1 Oct 18 - 30 Sep 19
Lincoln City	1 Oct 18 - 30 Sep 19
City of York	1 Oct 18 - 30 Sep 19
Clackmannanshire	1 Oct 18 - 30 Sep 19
Colchester	14 - 19 Jan 19
	11 - 16 Mar 19
	13 - 18 May 19
	15 - 20 Jul 18
	16 - 21 Sep 19
Constaton	18 - 23 Nov 18
Congleton  Crew & Nantwich	Congleton
Macclesfield	20 - 25 May 19 19 - 24 Aug 19
Macorooniola	18 - 23 Nov 19
	Macclesfield
	18 - 23 Feb 19
	22 - 27 Apr 19
	17 - 22 Jun 19
	5 - 10 Aug 19
Conwy	1 Oct 18 - 30 Sep 19
Copeland	1 Oct 18 - 30 Sep 19
Copeland	1 Oct 18 - 30 Sep 19
Corby	1 Oct 18 - 30 Sep 19
Cornwall,	1 Oct 18 - 30 Sep 19
Caradon,Carrick, Kerrier,	
North Cornwall,	
Restormel, Penwith	
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Cotswold	1 Oct 18 - 30 Sep 19
Coventry City	1 Oct 18 - 30 Sep 19
Craven	1 Oct 18 - 30 Sep 19
Crawley	1 Oct 18 - 30 Sep 19
Crewe & Nantwich	1 Oct 18 - 30 Sep 19
Dacorum	1 Oct 18 - 30 Sep 19
Dartford	1 Oct 18 - 30 Sep 19
Darlington	1 Oct 18 - 30 Sep 19
Daventry	1 Oct 18 - 30 Sep 19
Denbighshire	1 Oct 18 - 30 Sep 19
Derby City	1 Oct 18 - 30 Sep 19
Derbyshire Dales	1 Oct 18 - 30 Sep 19
Doncaster	1 Oct 18 - 30 Sep 19
Dover	Deal
	21 - 26 Jan 19
	Sandwich
	18 - 23 Mar 19 Dover
	20 - 25 May 19
	Deal
	22 - 27 Jul 19
	Sandwich
	16 - 21 Sep 19
	Deal
	21 - 26 Oct 19
	Dover   18 - 23 Nov 19
Dudley	1 Oct 18 - 30 Sep 19
Dumfries & Galloway	1 Oct 18 - 30 Sep 19
Dundee	1 Oct 18 - 30 Sep 19
Durham, Chester le St,	1 Oct 18 - 30 Sep 19
Derwent, Easington	
Sedgefield, Teesdale,	
Wear Valley	
East Ayrshire	1 Oct 18 - 30 Sep 19
East Cambridge	1 Oct 18 - 30 Sep 19
East Devon	1 - 31 Mar 19
Lust Devoil	1- 31 May 19
East Dorset	1 Oct 18 - 30 Sep 19
East Dunbartonshire	1 Oct 18 - 30 Sep 19
East Hampshire	1 Oct 18 - 30 Sep 19
East Lindsey	1 Oct 18 - 30 Sep 19
East Lothian	1 Oct 18 - 30 Sep 19
East Hertfordshire	1 Oct 18 - 30 Sep 19
East Northamptonshire	1 Oct 18 - 30 Sep 19
East Renfrewshire	1 Oct 18 - 30 Sep 19
East Riding of Yorkshire	1 Oct 18 - 30 Sep 19
East Staffordshire	1 Oct 18 - 30 Sep 19
Eastbourne	1 Oct 18 - 30 Sep 19
Eastleigh	1 Oct 18 - 30 Sep 19
Lasticigii	1. 300 10 00 00p 10

Eden	1 Oct 18 - 30 Sep 19
Edinburgh	1 Oct 18 - 30 Sep 19
Elmbridge	1 Oct 18 - 30 Sep 19
Epping Forest	No teams
Epsom & Ewell	1 Oct 18 - 30 Sep 19
Erewash	11 - 16 Feb 19
	8 - 13 Apr 19 13 - 18 May 19
	9 - 13 Jul 19
	9 - 14 Sep 19
	25 - 30 Nov 19
Exeter	1 Oct 18 - 30 Sep 19
Fakenham	1 Oct 18 - 30 Sep 19
Falkirk	1 Oct 18 - 30 Sep 19
Fareham	1 Oct 18 - 30 Sep 19
Fenland	1 Oct 18 - 30 Sep 19
Fife	1 Oct 18 - 30 Sep 19
Flintshire	1 Oct 18 - 30 Sep 19
Forest Heath	1 Oct 18 - 30 Sep 19
Forest of Dean	1 Oct 18 - 30 Sep 19
Fylde	1 Oct 18 - 30 Sep 19
Gateshead	1 Oct 18 - 30 Sep 19
Gedling	1 Oct 18 - 30 Sep 19
Glasgow City	1 Oct 18 - 30 Sep 19
Gloucester City	1 Oct 18 - 30 Sep 19
Gosport	1 Oct 18 - 30 Sep 19
Gravesham	1 Oct 18 - 30 Sep 19
Great Yarmouth	1 Oct 18 - 30 Sep 19
Guildford	1 Oct 18 - 30 Sep 19
Gwynedd	1 Oct 18 - 30 Sep 19
Halton	1 Oct 18 - 30 Sep 19
Hambleton	No teams
Harborough	1 Oct 18 - 30 Sep 19
Harlow	1 Oct 18 - 30 Sep 19
Harrogate	1 Oct 18 - 30 Sep 19
Hart	1 Oct 18 - 30 Sep 19
Hartlepool	1 Oct 18 - 30 Sep 19
Hastings	1 Oct 18 - 30 Sep 19
Havant	1 Oct 18 - 30 Sep 19
Herefordshire	1 Oct 18 - 30 Sep 19
Hertsmere	1 Oct 18 - 30 Sep 19
High Peak	1 Oct 18 - 30 Sep 19
Highland	1 Oct 18 - 30 Sep 19
Hinckley & Bosworth	1 Oct 18 - 30 Sep 19
Horsham	1 Oct 18 - 30 Sep 19
Hull	1 Oct 18 - 30 Sep 19
Huntingdonshire	1 Oct 18 - 30 Sep 19
Hyndburn	1 Oct 18 - 30 Sep 19
Ipswich	No teams
Isle of Anglesey	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Isle of Wight	Ti Oct 16 - 30 Seb 18

Lagranta a OLD	14.0-4.40, 00.0-40
Islington GLB	1 Oct 18 - 30 Sep 19
Iverclyde	1 Oct 18 - 30 Sep 19
Kettering	1 Oct 18 - 30 Sep 19
King's Lynn	1 Oct 18 - 30 Sep 19
Kirklees	1 Oct 18 - 30 Sep 19
Knowsley	1 Oct 18 - 30 Sep 19
Lancaster	1 Oct 18 - 30 Sep 19
Leeds	1 Oct 18 - 30 Sep 19
Leicester City	1 Oct 18 - 30 Sep 19
Lewes	1 Oct 18 - 30 Sep 19
Lichfield	1 Oct 18 - 30 Sep 19
Liverpool City	1 Oct 18 - 30 Sep 19
London Met	1 Oct 18 - 30 Sep 19
Luton	1 Oct 18 - 30 Sep 19
Macclesfield	1 Oct 18 - 30 Sep 19
Maidstone	1 Oct 18 - 30 Sep 19
Maldon	1 Oct 18 - 30 Sep 19
Manchester	14 - 26 Jan 18
1	11 - 23 Feb 19 15 - 27
	Apr 19
	11 - 23 Mar 19
·	Send after 3 months
	13 - 25 May 19 10 - 22 Jun 19
	Send after 3 months
	12 - 24 Aug 19
	9 - 21 Sep 19
	7 - 19 Oct 19
	18 - 30 Nov 19
Mansfield	1 Oct 18 - 30 Sep 19
Medway	1 Oct 18 - 30 Sep 19
Melton	11 - 16 Mar 19
	6 - 11 May 19 8 - 13 Jul 18
	10 - 13 Jul 10
	16 - 21 Sep 19
	16 - 21 Sep 19 25 - 30 Nov 19
Mendip (Bristol Hub)	25 - 30 Nov 19
Mendip (Bristol Hub) Merthyr Tydfil	
Mendip (Bristol Hub) Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19
	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19
Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19
Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19
Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19
Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19 19 - 24 Aug 19
Merthyr Tydfil	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19 17 - 22 Jun 19 19 - 24 Aug 19 7 - 12 Oct 19
Merthyr Tydfil  Mid Devon	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19 19 - 24 Aug 19 27 - 12 Oct 19 25 - 30 Nov 19
Merthyr Tydfil  Mid Devon  Mid Suffolk	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19 19 - 24 Aug 19 27 - 12 Oct 19 25 - 30 Nov 19 1 Oct 18 - 30 Sep 19
Merthyr Tydfil  Mid Devon	25 - 30 Nov 19 1 Oct 18 - 30 Sep 19 11 - 16 Feb 19 18 - 23 Mar 19 15 - 20 Apr 19 20 - 25 May 19 17 - 22 Jun 19 15 - 20 Jul 19 19 - 24 Aug 19 23 - 28 Sep 19 21 - 26 Jan 19 11 - 15 Mar 19 15 - 20 Apr 19 17 - 22 Jun 19 19 - 24 Aug 19 27 - 12 Oct 19 25 - 30 Nov 19

Midlothian	1 Oct 18 - 30 Sep 19
Milton Keynes	1 Oct 18 - 30 Sep 19
Mole Valley	1 Oct 18 - 30 Sep 19
Monmouthshire	1 Oct 18 - 30 Sep 19
Montgomery	1 Oct 18 - 30 Sep 19
Moray	1 Oct 18 - 30 Sep 19
Neath Port Talbot	1 Oct 18 - 30 Sep 19
New Forest	1 Oct 18 - 30 Sep 19
Newark & Sherwood	1 Oct 18 - 30 Sep 19
Newcastle under Lyme	1 Oct 18 - 30 Sep 19
Newcastle upon Tyne	1 Oct 18 - 30 Sep 19
Newport	1 Oct 18 - 30 Sep 19
North Ayrshire	1 Oct 18 - 30 Sep 19
North Devon	1 Oct 18 - 30 Sep 19
North Dorset	1 Oct 18 - 30 Sep 19
North East Derbyshire -	1 Oct 18 - 30 Sep 19
<del></del>	21 - 26 Jan 19
North East Lincoln	18 - 23 Feb 19
	18 - 23 Mar 19
	15 - 20 Apr 19
	13 - 18 May 19
	17 - 22 Jun 19
	15 - 20 Jul 19
	19 - 24 Aug 19
	16 - 21 Sep 19
	14 - 19 Oct 19
	18 - 23 Nov 19
North Hertfordshire	1 Oct 18 - 30 Sep 19
North Kesteven	1 Oct 18 - 30 Sep 19
North Lanarkshire	1 Oct 18 - 30 Sep 19
North Lincolnshire	1 Oct 18 - 30 Sep 19
North Norfolk	1 Oct 18 - 30 Sep 19
North Somerset (Bristol	1 Oct 18 - 30 Sep 19
Hub)	
North Tyneside	1 Oct 18 - 30 Sep 19
North Walsham	14 - 19 Jan 19
	11 - 16 Mar 19
	13 - 18 May 19
	15 - 20 Jul 18
	16 - 21 Sep 19
	18 - 23 Nov 18
North Warwickshire	1 Oct 18 - 30 Sep 19
North West Leicester	11 - 16 Feb 19
	13 - 18 May 19
	9 - 13 Jul 19
	25 - 30 Nov 19
Northampton	1 Oct 18 - 30 Sep 19
Northumberland	1 Oct 18 - 30 Sep 19
Norwich City	1 Oct 18 - 30 Sep 19
Nottingham City	1 Oct 18 - 30 Sep 19
Nuneaton & Bedworth	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Oldbare	
<u>Oldham</u>	1 Oct 18 - 30 Sep 19

Oxford	1 Oct 18 - 30 Sep 19
Pembrokeshire	22 – 27 Jul 19
	12 - 17 Aug 19
	16 - 21 Sep 19
	14 - 19 Oct 19
	18 - 23 Nov 19
Pendle	1 Oct 18 - 30 Sep 19
Perth & Kinross	1 Oct 18 - 30 Sep 19
Peterborough	1 Oct 18 - 30 Sep 19
Plymouth	1 Oct 18 - 30 Sep 19
Poole	1 Oct 18 - 30 Sep 19
Portsmouth	1 Oct 18 - 30 Sep 19
Preston	1 Oct 18 - 30 Sep 19
Purbeck -	1 Oct 18 - 30 Sep 19
Reading	1 Oct 18 - 30 Sep 19
Redcar & Cleveland	1 Oct 18 - 30 Sep 19
Reigate & Banstead	1 Oct 18 - 30 Sep 19
Renfrewshire	1 Oct 18 - 30 Sep 19
Rhondda Cynon Tydfil	1 Jan - 31 Dec 19
Ribble Valley	1 Oct 18 - 30 Sep 19
Richmondshire	No teams
Rochdale Met	1 Oct 18 - 30 Sep 19
Rochford	11 - 16 Feb 19
1.555.4	22 - 27 Apr 19
	17 - 22 Jun 18
	19 - 24 Aug 18
Rossendale	1 Oct 18 - 30 Sep 19
Rother & Wealden	1 Oct 18 - 30 Sep 19
Rotherham	1 Oct 18 - 30 Sep 19
Rugby	1 Oct 18 - 30 Sep 19
Runnymede	1 Oct 18 - 30 Sep 19
Rushcliffe	11 - 16 Feb 19
	15 - 20 Mar 19
	15 - 20 Apr 19
	13 - 18 May 19
	10 - 15 Jun 19
	15 - 20 Jul 19
	12 - 17 Aug 19
	16 - 21 Sep 19 21 - 26 Oct 19
	2 - 7 Dec 18
Rushmoor	18 - 23 Feb 19
, , , , , , , , , , , , , , , , , , , ,	15 - 20 Apr 19
	22 - 27 Jul 19
	16 - 21 Sep 19
	25 - 30 Nov 19
Rutland	1 Oct 18 - 30 Sep 19
Ryedale	1 Oct 18 - 30 Sep 19
куедаге	1 Oct 10 - 20 Seb 19

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Salford	28 Jan - 2 Feb 19
	4 - 9 Mar 19 22 27 Apr 19 20 -
	25 May 19 24
	- 29 Jun 19 15
	20 Jul 19
	19 - 24 Aug 19
	16 - 21 Sep 19
	14 - 19 Oct 19
	25 - 30 Nov 19
Sandwell Met	1 Oct 18 - 30 Sep 19
Scarborough	1 Oct 18 - 30 Sep 19
Scottish Borders	1 Oct 18 - 30 Sep 19
Sedgemoor (Bristol Hub	) 1 Oct 18 - 30 Sep 19
,	
Sefton	1 Oct 18 - 30 Sep 19
Selby	1 Oct 18 - 30 Sep 19
Sevenoaks	1 Oct 18 - 30 Sep 19
Sheffield City	1 Oct 18 - 30 Sep 19
Shepway	1 Oct 18 - 30 Sep 19
Shropshire, Bridgnorth,	1 Oct 18 - 30 Sep 19
N.Shropshire,	1 Oct 10 00 0cp 19
Shrewsbury, South	
Shropshire	
Slough	11 - 16 Feb 19
	15 - 20 Apr 19
	10 - 15 Jun 19
	12 - 17 Aug 19
O-Blevill BA	7 - 12 Oct 19
Solihuil Met	1 Oct 18 - 30 Sep 19
Scotland	1 Oct 18 - 30 Sep 19
South Ayrshire	1 Oct 18 - 30 Sep 19
Stirling	1 Oct 18 - 30 Sep 19
South Bucks	1 Oct 18 - 30 Sep 19
South Cambridgeshire	1 Oct 18 - 30 Sep 19
South Derbyshire	1 Oct 18 - 30 Sep 19
South Gloucestershire	1 Oct 18 - 30 Sep 19
South Hams	1 Oct 18 - 30 Sep 19
South Holland	1 Oct 18 - 30 Sep 19
South Kesteven	1 Oct 18 - 30 Sep 19
South Lakeland	
	1 Oct 18 - 30 Sep 19
South Lanarkshire	1 Oct 18 - 30 Sep 19
South Norfolk	1 Oct 18 - 30 Sep 19
South Northampton	21 - 26 Jan 19
	11 - 16 Mar 19
	20 - 25 May 19
	22 - 27 Jul 19
	16 - 21 Sep 19
South Oxfordshire	14 - 19 Oct 19
	1 Oct 18 - 30 Sep 19
South Ribble	1 Oct 18 - 30 Sep 19

	To 0
South Somerset &	S.Somerset
Yeovil	14 - 19 Jan 19
	13 - 18 May 19
	Yeovil
	17 - 22 Jun 19
	11 - 16 Mar 19
	S.Somerset 4 - 19 Oct 19
	15 - 20 Jul 19
South Staffordshire	1 Oct 18 - 30 Sep 19
South Tyneside	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Southampton	
Southend-on-Sea	1 Oct 18 - 30 Sep 19
Spelthorne	1 Oct 18 - 30 Sep 19
St Albans	1 Oct 18 - 30 Sep 19
St Edmundsbury	1 Oct 18 - 30 Sep 19
St Helens	1 Oct 18 - 30 Sep 19
Stafford	1 Oct 18 - 30 Sep 19
Stafford Moorlands	1 Oct 18 - 30 Sep 19
Stevenage	1 Oct 18 - 30 Sep 19
Stockport	11 - 16 Mar 19
'	15 - 20 Jul 19
	12 - 17 Aug 19
	18 - 23 Nov 19
Stockton-on-tees	1 Oct 18 - 30 Sep 19
Stoke-on-Trent	4 - 30 Mar 19
	6 - 31 May 19
	1 - 31 Jul 19
	1 - 30 Sep 19
Stratford on Avon	1 Oct 18 - 30 Sep 19
Stroud	1 Oct 18 - 30 Sep 19
Suffolk Coastal	1 Oct 18 - 30 Sep 19
Sunderland	1 Oct 18 - 30 Sep 19
Surrey Heath	1 Oct 18 - 30 Sep 19
Swale	14 - 19 Jan 19
	11 - 16 Mar 19
	13 - 18 May 19
	15 - 20 Jul 18
	16 - 21 Sep 19
	18 - 23 Nov 18
Swansea	1 Oct 18 - 30 Sep 19
Tameside	1 Oct 18 - 30 Sep 19
Tamworth	1 Oct 18 - 30 Sep 19
Tandridge	5 - 10 Mar 18
	7 - 12 May 18
	9 - 14 Jul 18 10 - 15 Sep 18
	10 - 15 Sep 16 19 - 24 Nov 18
Swindon	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Taunton & Deane	1 Oct 18 - 30 Sep 19
Teignbridge	
Telford & Wrekin	1 Oct 18 - 30 Sep 19
Tendering	1 Oct 18 - 30 Sep 19
Test Valley	1 Oct 18 - 30 Sep 19

Tewkesbury	1 Oct 18 - 30 Sep 19
Thanet	1 Oct 18 - 30 Sep 19
Three Rivers	1 Oct 18 - 30 Sep 19
Thurrock	1 Oct 18 - 30 Sep 19
Tonbridge & Malling	18 - 23 Mar 19
	20 - 25 May 19
	15 - 20 Jul 19
	16 - 21 Sep 19
Toulous	2 - 7 Dec 19
Torbay	1 Oct 18 - 30 Sep 19
Torfaen	1 Oct 18 - 30 Sep 19
Torridge	1 Oct 18 - 30 Sep 19
Trafford	1 Oct 18 - 30 Sep 19
Tunbridge Wells	1 Oct 18 - 30 Sep 19
Tynedale	1 Oct 18 - 30 Sep 19
Uttlesford	1 Oct 18 - 30 Sep 19
Vale of Glamorgan	1 Oct 18 - 30 Sep 19
Vale of White Horse	1 Oct 18 - 30 Sep 19
Wakefield	1 Oct 18 - 30 Sep 19
Walsali Met	1 Oct 18 - 30 Sep 19
Wansbeck	1 Oct 18 - 30 Sep 19
Warrington	1 Oct 18 - 30 Sep 19
Warwick	1 Oct 18 - 30 Sep 19
Watford	1 Oct 18 - 30 Sep 19
Waveney	1 Oct 18 - 30 Sep 19
Waverley	1 Oct 18 - 30 Sep 19
Wealden	
Wellingborough	1 Oct 18 - 30 Sep 19
	1 Oct 18 - 30 Sep 19
Welwyn Hatfield	1 Oct 18 - 30 Sep 19
West Berkshire	1 Oct 18 - 30 Sep 19
West Devon	1 Oct 18 - 30 Sep 19
West Dorset	1 Oct 18 - 30 Sep 19
West Dunbartonshire	1 Oct 18 - 30 Sep 19
West Lancashire	1 Oct 18 - 30 Sep 19
West Lindsey	1 Oct 18 - 30 Sep 19
West Lothian	1 Oct 18 - 30 Sep 19
West Oxfordshire	11 - 16 Mar 19
- <del>-</del>	15 - 20 Jul 19
West Somerset	1 Oct 18 - 30 Sep 19
Weymouth & Portland	1 Oct 18 - 30 Sep 19
Wigan	1 Oct 18 - 30 Sep 19
Wiltshire, Kennet,	1 Oct 18 - 30 Sep 19
Salisbury, N.Wiltshire,	·
W.Wiltshire All in one now	
M/in also at	1.0-1.10 00 0 10
Winchester	1 Oct 18 - 30 Sep 19
Windsor & Maidenhead	1 Oct 18 - 30 Sep 19
Wirral	1 Oct 18 - 30 Sep 19
Woking	1 Oct 18 - 30 Sep 19
Wokingham	1 Oct 18 - 30 Sep 19
Wolverhampton	1 Oct 18 - 30 Sep 19

Worcester Covers -	1 Oct 18 - 30 Sep 19
Wychavon,Redditch,	
Bromsgrove, Malvern	
Hills, Wyre Forest are all	
in one now	
Worthing	1 Oct 18 - 30 Sep 19
Wrexham	1 Oct 18 - 30 Sep 19
Wyre	1 Oct 18 - 30 Sep 19

# 2 [

# Rotherham •

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Neighbourhood and Adult Services

# Application for a House to House Collections Permit

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

ppendix Z				
*** : . <b>Grant</b>				
For office use only				
Date Received	17-10-18			
Fee	Free of Charge			
Lalpac number	039464			
Board Hearing	,			
Permit Number	НН			

Data Protection Act, 1998

I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may alsouse the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in <u>all</u> boxes you do not enter information in.

Applicants (Promoter)	personal details		
1. Your Title (Mr, Mrs, Miss, e	tc): MR	Date of Birth: 08 03	1950
Surname: MAC	EHIN, First	names: PETER	
Address (either home or Business):	. CLAYPIT LA THERHAM	Post code: S62.5	THE
Daytime phone number:	709 296750	Mobile phone number: 0794745341	19.
E-mail address:	MACHIN@YAHOO	0.COM.	
Details of the charity w	hich the collection will ber	nefit	
2. Name of Charity:	ROTHERHA	in Lion's CLUB	
Head Office address for the Charity:	AS. AT	BOVE	
		Post code	
Contact phone number:		Mobile phone number:	
E-mail address:	e Carlos Santa	. :	
2.a. Are you an employee/Volunteer for this Charity  YES  No			
If YES, please state you	r position within the Charity:	250500/	
" Top produce state you	position within the original.	SECRE (ARY	

\*If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.

2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.  For the Residents of Residents o
Please attach supporting information, web Welfere Coses, Medical
site details etc.  anything bnot is needed.  Thouse fire tous weekend we supplied out bedoing to
2.c. Explain how this Charity/fund collection will benefit the people of Rotherham  Romann Lucis goes
Please attach supporting information, web site details etc.  Connicty. We give away could take a year on au deserving coses.
2.d. Is this charity/fund a UK registered charity Yes No Registered Charity Number
Collection details
3. Over what parts of the licensing area is it proposed that collections will be made?  The Whole of Rotherson Borough.
3.a. Over what periods in the year, dates & times, is it proposed that collections will be made?  100t week in Nov will be 24th Dec 2018
3.b. How many collectors will be used to make the collections:
3.c. Is it proposed to collect money including direct debits as money: Yes No No Direct Debits
3.d. Is it proposed to collect "other" types of property  Yes  No
If Yes, what other type(s) of property will be collected (Include direct debits as a collection of money)
Is it proposed to Sell, Give Away, or Use this "other" property  Sell Give Away Use
3.e. Are applications also being made for licences for the same purposed in other areas of the UK:  Yes  No
If Yes, which other licensing authorities  All over the UK
Will these collectors be the same collectors as those you intend to use in this authority  Yes  No
3.f. Is it proposed to promote this collection in conjunction with a street collection  Yes  No
If Yes, is it proposed to combine the House to House and Street Combined accounts Separate accounts:
3.g. If the collection is for a War Charity, state if the charity has been registered or exempted from registration under the War Charities Act 1940, and give the name of the registration authority, date of registration or exemption in the box below.

### Page 38

Annliganta	(D.,	"O : 1
Applicants	(Promoter)	"Criminal Records" history

7. Convictions 8	Cautions Details. In the boxes t	pelow list any convictions/cautions etc	you may have which are not considered as
7.a. Have you eve	er been convicted of a criminal offen	fenders Act 1974". ce(s), or received any police cautions estion give details in the box below	warnings or Ves No Se
7.b. If you are waiting to hear about any prosecution enter the court name hearing the case:			If known give date of future court hearing / / date:
Date of conviction(s)	Details of Offi	ence(s) and Conviction(s)	Sentence Or Penalty
/ /			
1 1			
1 1			
1 1			·
1 1			`
	Use an extra	sheet of paper if required	
exemption granted The applicants att Collections Regul	Authority area unless the promot by the Secretary of State from o ention is drawn to the House to ations 1947 (as amended); on ence shall be made not later that	ter is an appropriately licensed probtaining a licence from this authori  House Collections Act 1939, and the 12 December 1947. This re-	ction for a charitable purpose may be moter by this authority. (Or holds an ty.)  to paragraph 4 of the House to House paragraph provides that ordinarily an ceding that in which it is proposed to
Declaration			
I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.			
l am aware th least 28 days	at it is also necessary for of the collection having t	r me to submit a certified f aken place.	orm of statement within at
In pursuance licence allow	of Section 2 of the House ing me to promote the col	e to House Collections Act llection, of which particula	: 1939, I hereby apply for a rs are given in this form.
Applicants Signature	Ph	Date applicant	signed form 11 1 10 12018



Page 39
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Appendi	x 3			
Crant				
For office use only				
Date Received	16.10.18			
Fee	Free of Charge			
Lalpac number	039441			
Board Hearing				
Permit Number	HH			

#### **Neighbourhood and Adult Services**

#### <u>Application for a House to House Collections Permit</u>

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

Data Protection Act, 1998

I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may alsouse the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in <u>all</u> boxes you do not enter information in.

Applicants (Promoter)	personal details			
1. Your Title (Mr, Mrs, Miss, et	c): MZSS		Date of Birth:	15-08-1967
Surname: WALW	(GPL	rst names: L	YNNE	
Address (either home or Business):	174 ENTE	SINCET APPISE	CONTIL	<u> </u>
	GRS FICLO		Post code:	4016BL
Daytime phone number: 01484	573939	Mobile phone number:		
E-mail address: ZNFo(a	27CWCANCER	ons.un		
Details of the charity wi	nich the collection will b	enefit		
2. Name of Charity:				
L	TREATENS C.	HILDREN	WITH	CANCER
Head Office address for		HZLONEN	WITH	CANCOL
	THEATZNE C.	HZCONEN	WITH	CANCER
Head Office address for		HZCONEN	Post code	CANCER
Head Office address for		Mobile phone number:	Post code	CANCER
Head Office address for the Charity:  Contact phone number:	AS ABOVE	Mobile phone	Post code	CANCER
Head Office address for the Charity:  Contact phone number:	AS ABOVE AS ABOVE	Mobile phone number:	Post code	CANCOL

\*If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.

2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.	
INTO THE THEATHENT OF	
Please attach supporting information, web site details etc.  **Please attach supporting information, web site details etc.**  **Please attach supporting information informatio	
CHILDREN WITH CANCER	
2.c. Explain how this Charity/fund collection will benefit the people of Rotherham	
Please attach supporting information, web site details etc.	
2.d. Is this charity/fund a UK registered charity  Yes  No  Registered Charity Number  1/32 49/	
Collection details	
3. Over what parts of the licensing area is it proposed that collections will be made?  **Description**  **Discription**  **D	
3.a. Over what periods in the year, dates & times, is it proposed that collections will be made? $ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	
3.b. How many collectors will be used to make the collections:	_,
3.c. Is it proposed to collect money including direct debits as money: Yes No Direct Debits	
3.d. Is it proposed to collect "other" types of property  Yes  No	
If Yes, what other type(s) of property will be collected CLOTHES, SHOES C-ZE (Include direct debits as a collection of money)  70 5020	
Is it proposed to Sell, Give Away, or Use this "other" property  Sell Give Away Use	
3.e. Are applications also being made for licences for the same purposed in other areas of the UK:  Yes No	
If Yes, which other licensing authorities  OLOCATON	
Will these collectors be the same collectors as those you intend to use in this authority  Yes  No	_ }
3.f. Is it proposed to promote this collection in conjunction with a street collection  Yes  No	
If Yes, is it proposed to combine the House to House and Street Combined Collection accounts or submit separate accounts:	
3.g. If the collection is for a War Charity, state if the charity has been registered or exempted from registration under the War Charities Act 1940, and give the name of the registration authority, date of registration or exemption in the box below.	ar
NA	

Funds raised following collections			
4. Are all of the collections takings to be paid over to the Charity Yes No			
If NO, please state the purposes for which taking will be used			
<b>4.a.</b> Please state how much will be deducted for expenses or other reasons   £ № 0 № €			
4.b. Is it proposed to use some of the takings for the payment of any persons  Yes  No			
If YES; is it to Collectors Yes No is it to Other Persons Yes No			
4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid:			
Details of company or organisation responsible for these collection			
5. Name of Company/Organisation to carry out collections: THEATZNE CHZIONEN WITH CANCER.			
Office address of the			
Company/Organisation: Post code			
Contact phone number:  Mobile phone number:			
E-mail address:			
5.a. Are you an employee of this Business/Organisation YES No			
If YES, please state your position within the Business/Organisation:			
*If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.			
Licensing history of Charity/Collection Company			
6. Has the applicant, charity or collections company ever held a house to house collection permit before? Yes No			
If 'Yes', who issued it? Ro THENHAM			
What date was it granted? 21117 What licence number was it? HHO222			
<b>6.a.</b> Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order <b>with this</b> local authority, refused, or revoked before?			
<b>6.b.</b> Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order, with any other authority refused, or revoked before?			
If Yes, where was it held; when was it refused, or revoked and why was it revoked?  Please use an extra sheet if required.			

#### Applicants (Promoter) "Criminal Records" history

- 7. Convictions & Cautions Details. In the boxes below list any convictions/cautions etc you may have which are not considered as "spent" with in the terms of the "Rehabilitation of Offenders Act 1974".
- 7.a. Have you ever been convicted of a criminal offence(s), or received any police cautions warnings or reprimands? etc, (If you answer YES to this question give details in the box below.)

Yes

**7.b.** If you are waiting to hear about any prosecution enter the court name hearing the case:

If known give date of future court hearing

date:

Date of conviction(s)	Details of Offence(s) and Conviction(s)	Sentence Or Penalty
1 1		
1 1	/ _	)
1 1	NA	NA
1 1		
1 1		
1 1	Use an extra sheet of paper if required	

This form is to apply for a house to house promoters collection permit. The permit, if granted, would allow the promoter to authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in this Local Authority area unless the promoter is an appropriately licensed promoter by this authority. (Or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.)

The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the month preceding that in which it is proposed to commence any collection.

#### **Declaration**

I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.

I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection having taken place.

In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.

**Applicants** Signature

Date applicant signed form g / 1/0 / p

Registered number 06959129

Treating Children With Cancer

(A Company Limited By Guarantee & Registered Charity)

Report and Accounts

30 November 2016

#### Treating Children With Cancer Report and accounts Contents

	Page
Company information	1
Directors' report	2
Accountants' report	3
Profit and loss account	4
Balance sheet	5
Notes to the accounts	6

# Treating Children With Cancer Company Information

#### **Directors**

Mr Azim Nadeem Miss Lynne Walker Mr Amjad Baig

#### **Accountants**

TJI Associates 114 Westbourne Road Marsh Huddersfield West Yorkshire HD1 4LF

#### **Bankers**

HSBC 2 Cloth Hall Street Huddersfield West Yorkshire HD1 2ES

#### Registered office

Unit T4 Ray Street Enterprise Centre Ray Street Huddersfield HD1 6BL

#### Registered number

06959129

#### **Registered Charity number**

1132491

**Treating Children With Cancer** 

Registered number:

06959129

**Directors' Report** 

The Trustees present their annual report and accounts for the year ended 30th November 2016. The board of trustees are satisfied with nthe performance of the charity during the year and the position at 30th November 2016 and consider that the charity is in a strong position to continue its activities during the coming year, and that the charity's assets are adequate to fulfil its obligations.

#### **Trustees**

The following persons served as Trustees during the year:

Mr Azim Nadeem Mr Mark Robert Stewart Mr Amjad Baig

#### **OBJECTIVES AND ACTIVITIES**

#### Aims and Objectives

The company's principal activity during the year was to promote and protect the physical and mental health of children suffering from cancer. To relieve sickness by assisting research into the nature, causes, diagnosis and prevention of cancer. To promote and protect the mental health of the families of children suffering from cancer.

#### **Public benefit**

The Charity's aims and achievements are set out within this report. The activities have been undertaken to further the charity's charitable purpose for the public benefit. The trustees have complied with the duty under section 4 of the charities act 2011 to have due regard to public benefit guidance published by the charities commission and the trustees have paid due regard to this guidance in deciding what activities the charity should undertake.

#### **ACHIEVEMENT AND PERFORMANCE**

#### Charitable activities

During the year the charity raised funds to further the charities objectives. In this period £30,896 was raised.

#### **FINANCIAL REVIEW**

#### **Reserves Policy**

The trustees have established a policy whereby unrestricted funds not invested or not committed or invested in tangible fixed assts held by the charity should be sufficient to cover ongoing running costs of the charity. The trustees have reviewed the unrestricted funds in this period and consider them adequate to ensure the charity's current activities will continue in the event of a drop in funding, the charity will seek to increase this reserve in the future.

#### Small company provisions

This report has been prepared in accordance with the provisions in Part 15 of the Companies Act 2006 applicable to companies subject to the small companies regime.

This report was approved by the board on 8 August 2017 and signed on its behalf.

Mr Azim Nadeem Director

#### **Treating Children With Cancer**

Report to the directors on the preparation of the unaudited statutory accounts of Treating Children With Cancer for the year ended 30 November 2016

In order to assist you to fulfil your duties under the Companies Act 2006, we have prepared for your approval the accounts of Treating Children With Cancer for the year ended 30 November 2016 which comprise of the Profit and Loss Account, the Balance Sheet and the related notes from the company's accounting records and from information and explanations you have given us.

As a practising member firm of the Association of Chartered Certified Accountants, we are subject to its ethical and other professional requirements which are detailed at http://rulebook.accaglobal.com/

Our work has been undertaken in accordance with the requirements of the Association of Chartered Certified Accountants as detailed at http://www.accaglobal.com/factsheet163.

TJI Associates Chartered Certified Accountants 114 Westbourne Road Marsh Huddersfield West Yorkshire HD1 4LF

8 August 2017

# Treating Children With Cancer Profit and Loss Account for the year ended 30 November 2016

	Unrestricted funds £	2016 £	2015 £
Incoming Resources	30,896	30,896	30,493
Resources Expended	(29,101)	(29,101)	(34,399)
Net (expenditure)/income for the yaer	1,795	1,795	(3,906)
Total incoming resources for the year	1,795	1,795	(3,906)
Fund balances at 30 November 2015	44,969	44,969	48,875
Fund balances at 30 November 2016	46,764	46,764	44,969

**Treating Children With Cancer** 

Registered number:

06959129

**Balance Sheet** 

as at 30 November 2016

	Notes		2016 £		2015
Current assets			L		£
Debtors	2	4,445		5,438	
Cash at bank and in hand		42,919		40,031	
		47,364	=	45,469	
Creditors: amounts falling due	<del>)</del>				
within one year	3	(600)		(500)	
Net current assets			46,764		44,969
Net assets		_	46,764	_	44,969
Unrestricted funds General funds			46,764		44,969
					<del></del> ,509
Unrestricted funds			46,764	_	44,969

The Trustees are satisfied that the company is entitled to exemption from the requirement to obtain an audit under section 477 of the Companies Act 2006.

The member has not required the company to obtain an audit in accordance with section 476 of the Act.

The Trustees acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.

The accounts have been prepared and delivered in accordance with the special provisions applicable to companies subject to the small companies regime. The profit and loss account has not been delivered to the Registrar of Companies.

Mr Azim Nadeem Director Approved by the board on 8 August 2017

#### Treating Children With Cancer Notes to the Accounts for the year ended 30 November 2016

#### 1 Accounting policies

#### Basis of preparation

The accounts have been prepared under the historical cost convention and in accordance with FRS 102, The Financial Reporting Standard applicable in the UK and Republic of Ireland (as applied to small entities by section 1A of the standard) and in accordance with the Statement of Recommended Practice, "Accounting and Reporting by Charities" revised 2005

#### **Turnover**

Turnover represents the value, net of value added tax and discounts, of goods provided to customers and work carried out in respect of services provided to customers.

#### Accumulated funds

Unrestricted funds are donations, fees and other incoming resources receivable or generated for the objects of the charity without further specified purpose and are available as general funds.

Restricted funds are to be used for specific purposes as laid down by the donor. Expenditure which meets these criteria is charged to the fund, together with a fair allocation of management and support costs.

Designated funds are unrestricted funds earmarked by the management committee for particular purposes.

#### Creditors

Short term creditors are measured at transaction price (which is usually the invoice price). Loans and other financial liabilities are initially recognised at transaction price net of any transaction costs and subsequently measured at amortised cost determined using the effective interest method.

2	Debtors	2016 £	2015 £
	Trade debtors	4,445	5,438
3	Creditors: amounts falling due within one year	2016 £	2015 £
	Trade creditors	600	500_

#### 4 Other information

Treating Children With Cancer is a private company limited by shares and incorporated in England. Its registered office is:

Unit T4

Ray Street Enterprise Centre

Ray Street

Huddersfield

HD1 6BL

#### Treating Children With Cancer Detailed profit and loss account for the year ended 30 November 2016

This schedule does not form part of the statutory accounts

	2016 £	2015 £
Incoming Resources	30,896	30,493
Resources Expended	(29,101)	(34,399)
Net (expenditure)/income for the yaer	1,795	(3,906)
Total incoming resources for the year	1,795	(3,906)

#### Treating Children With Cancer Detailed profit and loss account for the year ended 30 November 2016

This schedule does not form part of the statutory accounts

	2016	2015
Incoming Possuress	£	£
Incoming Resources Sales		
Sales	30,896_	30,493_
Administrative expenses		
Donations :		
Projects in association with McMillan Cancer	6 000	F 000
Projects in association with Theodora Trust	6,000	5,200
Clic Sargent	6,000	5,054
Birmingham University	5,080	-
University College London	5,000	6,000
Oniversity College London		3,000
Premises costs:	22,080	19,254
Rent	0.570	
Rates	3,570	2,470
	245	191
Light and heat	967	2,196
Conoral administrative	4,782	4,857_
General administrative expenses:		
Telephone and fax	324	-
Stationery and printing	48	-
Insurance	495	508
	867	508
Legal and professional costs:		
Accountancy fees	645	525
Consultancy fees	-	40
Advertising and PR	153	317
Other legal and professional	574	8,898
	1,372	9,780
	29,101	34,399
	<del></del>	

#### Vesedini Adiroi Adis

- Home
- Projects
  - Research Cancer Cells
  - Wilms Tumour
  - o Late Effects Nurse
  - o Children & Teen's Info Nurse
  - 0
  - · Proton Therapy
  - o Operation Teddy Bear
  - o Giggle Doctor
- Contact Us
- Contact Os
   Cancer Info

We are seeking financial support for research being conducted by Dr Francis Mussai, Clinical Senior Lecturer/ Consultant in Paediatric Oncology at Birmingham Children's Hospital and the University of Birmingham.



#### Research Background

Research within the Mussai laboratory shows that cancer cells may be particularly dependent on one nutrient for survival. The nutrient (an amino acid) also plays an important role in keeping the immune system activated to fight cancer cells.

The laboratory is investigating the biological mechanisms of how solid cancers, such as neuroblastoma and brain tumours, or leukaemias (ALL and AML) use up this nutrient from the body to switch off the immune system and allow the cancer cells to grow.

Building on these findings his team of scientists at the University of Birmingham are now collaborating with small pharmaceutical companies to develop new drugs to starve cancer cells of nutrients, and secondly to reactivate the immune system to kill cancer cells.

#### Future research

Building on their success so far future research will involve looking at how these new therapies can be combined with standard chemotherapy, and can be moved from laboratory testing into clinical trials.

More research is also required to understand other ways in which children's cancers escape being destroyed by the immune system, which normally is a very powerful way of protecting the body.

This work has been led by Dr Mussai in collaboration with teams in Birmingham, Oxford, and London.

Dr Mussai would like to say a particular thank-you to the many patients and families from these hospitals have donated precious samples of blood and tumours, and to the main fundraisers who provide essential funding to help move the research forwards. He hopes this research will offer significant patient benefit in the future.



Contact Us: Unit T4, Enterpise Centre, Ray Street, Huddersfield HD1 6BL | Tel: 0845 519 3421 | Email Us:info@tewcancer.org.uk |

Registered Charity Number:1132491 | Registered Company Number 06959129 | Treating Children with Cancer is a charatable company limited by guarantee & registered in England. © 2015 Treating Children with Cancer

WHITE CHINCE

- Home
- Projects
  - Research Cancer Cells
  - Wilms Tumour
  - Late Effects Nurse
  - Children & Teen's Info Nurse
  - o Proton Therapy
  - Operation Teddy Bear
  - o Giggle Doctor
- Contact Us
- Contact Os
   Cancer Info



Wilms Tumour is the most common kidney cancer of childhood. Most patients are treated successfully, but in a minority of cases the tumour recurs and the children respond poorly to current therapies.

We are especially interested in what makes these relapsing tumours different to other cases. We have found that the genome (DNA) in these tumours tends to be damaged in particular ways – in some cases there are extra or missing copies of certain regions of the genome, and in others specific genes are mutated.

In a small number of cases, we have access to samples both from the original tumour and from later relapses (distant metastases or local recurrences), so they can be compared directly. To learn everything we can from these cases, we need to use techniques that give us as much information as possible about any genetic changes that may have occurred in each specimen. Using 'whole exome sequencing' (£600 per sample) and 'copy number microarrays' (£150 per sample) we can scan all 20,000 genes in the genome for mutations and extra or missing

copies.

With your funding, we have for the first time been able to look in depth at two recent cases with tumour recurrence, the second of which had multiple relapses. In this case, every specimen we analysed had a different set of mutations unique to that sample, showing us how the cancer changed over time, but three genes were commonly mutated in every sample – probably the key 'driver' genes that first made the cells cancerous.

Analyses like this have the potential to help the individual patients by identifying damaged genes suitable for 'targeted' therapies (personalised medicine). They also give us important insights into the development of Wilms Tumour in general, highlighting genes that may inform the design of novel clinical tests or therapeutic agents.



The UCL Research Team



We're very grateful to Treating Children with Cancer for generously supporting our work on Wilms Tumour, the commonest childhood kidney cancer. With this funding, we have for the first time been able to apply 'personalised genomics' to samples from individual patients, looking for mutated (damaged) genes that might be targets for new drug treatments. A minority of children with Wilms Tumour don't respond well to standard therapies, and we hope that this new approach will help us find more effective ways of treating them.

- Kathy Pritchard Jones

UCL Research

Contact Us: Unit T4, Enterpise Centre, Ray Street, Huddersfield HD1 6BL | Tel: 0845 519 3421 | Email Us: info@tcwcancer.org.uk |

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When a child or young adult is successfully treated for cancer they may still experience ongoing complications as a result of their treatment which are known as late effects. These may include problems with growth and development, infertility, and damage to organs and tissue. Left untreated, these late effects can have a serious impact on a person's future health and wellbeing.

The Macmillan Late Effects Nurse Specialist supports children and young adults who have survived a cancer diagnosis. The nurse coordinates follow-on care for patients after treatment ends, and provides information and guidance on how to cope with these long term complications.

With the right support we can improve the lives of children and young people living beyond cancer.

"We are truly grateful to Treating Children with Cancer for your generosity towards Macmillan's work. Your support has made a tremendous difference to the lives of many children and young people affected by cancer, and has helped us to ensure that no one has to face cancer alone."

- Caroline Totterdill,

Head of Philanthropy, Macmillan Cancer Support

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Provision of timely, accurate and accessible cancer information can make a real difference to a person's ability to cope with a cancer diagnosis. For children and teenagers affected by cancer, this is particularly important.

We know that the two main sources of cancer information for young people are their parents or doctors. However, parents do not always have all the answers, and children are often too afraid to ask doctors certain questions. Children and teenagers need alternative sources of specialist information and support to answer their queries and concerns.

The Macmillan Children and Teenagers Information Nurse is responsible for developing cancer information specifically aimed at young people. The nurse produces a broad range of information resources covering everything from the signs and symptoms of cancer, and the treatments involved, to the possible side effects and places to find support.

The information is available in a variety of formats including booklets and fact sheets, audio information, and online on the Macmillan website, to ensure that young people do not have to feel alone when facing a diagnosis of cancer.

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- Caroline Totterdill,

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A child under the age of 2 years old was diagnosed with thoracic spine Ewing sarcoma. This has been treated by chemotherapy and some of the tumour has been surgically resected. Complete surgical resection is not feasible due to the location of the tumour which extends into the spinal canal and therefore further surgery risks damage to the spinal cord.

Due to the complex nature of the child's disease conventional radiotherapy dose cannot be contained solely to the area of the tumour which means normal tissues around the tumour will also receive a dose of radiotherapy. In this child's case after the chemotharapy in the long term this will effect growth and risk developing a cardiomyopathy or possible heart failure.

Proton therapy is as effective as conventional radiotherapy at contolling tumour but has the advantage of the possibility of delivering it solely to the tumour. Unfortunately this treatment is not available in the U.K.

The NHS is funding the proton therapy for the child to travel to U.S.A however the fund is limited to treatment, travel and accommodation for the child and parents. Due to the treatment taking 10 weeks and the family being away from home for almost 3 months this will obviously incur other cost and expence for the family which is not covered by the NHS.

Treating Children with Cancer was able to support the family with the additional expense.

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10 year old Finlay was diagnosed with a Grade 4 Glioblastoma brain tumour following brain biopsy surgery. Brave Finlay had major brain surgery to have the tumour removed. He then underwent a series of radiotherapy, chemotherapy and clinical trial treatments to prevent the tumour from returning.

Despite everything, Fin and his family along with friends were able to raise over £19,000 for Birmingham Children's Hospital where he is being treated and are looking to raise even more!

Finlay's challenge is to raise more money and whilst he will attempt to break Guiness world Record in the process! The family will be donating all proceeds split between two specific charities, Birmingham Children's Hospital and Brain Tumour Research.

Finlay's aim is to collect as many teddy bears as possible to break the Guiness world Record.

Treating Children with Cancer was able to support Operation Teddy Bear Campaign by donating teddy bears.

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The Theodora Children's Charity believes that laughter is the best medicine. The Giggle Doctors visit children in hospitals, hospices and specialist care centres across England.

By combining music, play, magic and storytelling these professional performers bring magical moments to brave children in challenging times. We believe that EVERY sick or disabled child should get the giggles that only a Giggle Doctor can bring.

#### Giggle Doctor programme at Birmingham Children's Hospital:

Three of our Giggle Doctors visit Birmingham Children's Hospital every Monday, bringing fun and laughter to the children on the oncology wards every other week.

#### Giggle Doctor programme at The Royal Marsden Hospital:

Two Giggle Doctors visit The Royal Marsden Hospital every Monday / Wednesday. This hospital is a world leading cancer centre and our Giggle Doctors make a huge difference there.



"We are so grateful for the support that Treating Children with Cancer have given the Theodora Children's Charity over the past 5 years. Their donations have helped to fund professional performers, called Giggle Doctors, to bring magical moments to brave children in hospitals across England. The most recent donation, made in December 2014, will help fund special moments for children who are being treated on the oncology wards of Birmingham Children's Hospital. We are so grateful for the ongoing support of Treating Children with Cancer, who help us to bring smiles to hundreds of children each year."

-The Theodora Children's Charity

"We first met the Giggle Doctors about 2 weeks after my six year old daughter was diagnosed with cancer. Up to that point she cried every time someone in a uniform came near her. When the Giggle Doctors arrived all we heard was laughter and lots of smiles and this has continued ever since! For this I will always be grateful to you."

A parent

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#### TO WHOM IT MAY CONCERN

14th February 2017

This is to confirm that Miss Lynne Walker is a trustee of the charity, and as such is authorized to act on its behalf

Should you require any further information please do not hesitate to contact the undersigned

Yours faithfully

Amjad Baigh Trustee



RECEIVED

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For office use only

Date Received 9.10.18

Fee Free of Charge

Lalpac number 0.39369

Board Hearing

HH

Permit Number

Regeneration and Environment Services

#### Application for a House to House Collections Permit

House to House Collections Act 1939 House to House Collections Regulations 1947 (as amended):

Data Protection Act, 1998

I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect traud or crime. We may also set the information share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in all boxes you do not enter information in.

Applicants (Pro	moter)	personal deta	ils			
1. Your Title (Mr. Mr	s, Miss, el	() T/R			Date of Birth:	93.19.44
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<sup>\*</sup>If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society/s.

2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.	PEOPLE IN OUR AREAS.
Please attach supporting information, web site details etc.	www. Mexboroughbons. org. UK
2.c. Explain how this Charity/fund collection will benefit the people of Rotherham  Please attach supporting information, web site details etc.	VARIOUS DONAMONS OF WHITE GODD FURNITURE ETC TO NEED, PEOPLE SUPPORT GARE HOTE IN AREA. SEE ABOUE
2.d. is this charity/fund a UK registered charity	es / No Registered Charity Number
Collection details	- Control of the Cont
3. Over what parts of the licensing area is it proposed that collections will be made?	JATH MAJUERS BORAFFOND
3.a. Over what periods in the year, dates & times, is proposed that collections will be made?	BELLIEUN 10WI F BEN IL 93no YON ILM DEC 11 LM DEC 93no DEC
3.b. How many collectors will be used to make the co	ollections 6 70 8
3.c. is it proposed to collect money including direct d	lebits as money: Yes   No   Direct Debits
3.d. is it proposed to collect other types of property	Yes No Z
If Yes, what other type(s) of property will be coll (include direct debits as a collection of money)	ected ~o.ce
Is it proposed to Self, Give Away, or Use this "of	ther" property Sell Give Away Use
3.e. Are applications also being made for licences for	the same purposed in other areas of the UK: Yes
If Yes, which other licensing authorities	ASUSTER + DOYOUSLEB HBC
Will these collectors be the same collectors as the	hose you intend to use in this authority Yes 7 No
3.f. Is if proposed to promote this collection in conjun-	ction with a street collection  Yes   No
If Yes, is it proposed to combine the House to H Collection accounts or submit separate accounts	ouse and Street Combined Separate s: accounts
3.g. If the collection is for a War Charity, state if the	charity has been registered or exempted from registration under the War stration authority, date of registration or exemption in the box below.

Funds raised following collections  A. Are all of the collections takings to be paid over to the Charity  If NO, please state the purposes for which taking will be used  4.a. Please state their much will be deducted for expenses or other reasons  E.  4.b. Is it proposed for use some of the takings for the payment of any persons.  Yes No  If YES, is it to Collectors Yes No is it to Other Persons Yes No  A.c. Please state how much will be deducted; for what reasons, and, frapplicable what other parsons will be paid:  Details of company or organisation responsible for those collection  5. Name of Company/Organisation to carry out collections:  Company/Organisation:  Company/Organisation:  Company/Organisation:  Contact phisme humber:  Details dress of the  Company/Organisation:  Contact phisme humber:  Details dress is abunced to this Business/Organisation:  If YES, please state your position within the Business/Organisation:  If YES, please state your bour position within the Business/Organisation:  If Yes, please state your bour position within the Business/Organisation:  If Yes, who issued at?  Demaguer Yes of No.  What license number was it granted?  What date was it granted?  What date was it granted?  What date was it granted?  What license number was it?  6.a. Have you, or to your knowledge anyone associated with this collection, ever had a house to house license or order with this local authority, refused, or revoked before?  If Yes, where was it had;  where was it refused, or revoked and why was it repoked?  Please use the cities of or revoked and why was it repoked?  Please use the cities of or revoked and why was it repoked?  Please use the cities of or revoked and why was it repoked?  Please use the cities of or revoked and why was it repoked?  Please use the cities of or revoked and why was it repoked?	<u> </u>	
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7.a. Have you ever been co	onvicted of a criminal offere	ce(\$), or received any police cautio estion give details in the box bel	ins wälmings or low.)	Yes	No 🗸
7.b. If you are waiting to he enter the court name h	ar about any prosecution learing the case:	принципальной пр	lf knawn gi fufufe cou		1 4
Date of conviction(s)	Details of Off	fence(s) and Conviction(s)	1 10 1 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sentenci	e Or Penalty
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Applicants ()	06	Date appli	icant signed for	iiii 8	110 118

# **Mexborough & District Lions Club**

To whom it may concern:-

I can confirm that Neil Luckcuck who is a member of Mexborough and District Lions Club is authorised to organise charity collections on behalf of the Club.

Murecusca

Eileen Luckcuck Secretary Mexborough & District Lions Club



#### **Neighbourhood and Adult Services**

# Application for a House to House Collections Permit House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

kppei	rdix 5
***************************************	ante:
For offic	e use only
Date Received	
Fee	Free of Charge
Lalpac number	039508
Board Hearing	
Permit Number	НН

Data Protection Act, 1998	Data	Pro	lecti	ion	Act,	1998
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I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may also use the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in <u>all</u> boxes you do not enter information in.

Applicants (P	romoter)	perso	nal details				
1. Your Title (Mr, N	Mrs, Miss, e	etc): N	<b>f</b> rs			Date of Birth:	24 November 1981
	OMANYSH OPING with		ehalf of ER NORTH EAST	First names:	OLENA	<b>\</b>	
Address (either home or Business):	UNIT 1	2, HUNS	SLET TRADING EST	ATE, SEVERN	WAY, LEE	EDS	
			<del>,</del>			Post code	LS10 1BL
Daytime phone number:		7 2340		Mobile nu	phone imber:	077 17 841000	3
E-mail address:	permits@	erpunio	care.org				
Details of the	charity w	hich t	he collection wil	ll benefit			
2. Name of Charity	<i>r</i> :	COPI	NG WITH CANCER I	NORTH EAST			
Head Office ad	dress for	Cobalt Business Exchange, Cobalt Park Way, Newcastle					
the Charity:					<del></del>	<del>7.00</del>	······································
	į					Post code	NE28 9NZ
Contact phone	e number:	0191 2	280 5610	Mobi	ile phone number:	07952 52577	3
E-mail	l address:	judith.w	oodruff@gmail.com				
2.a. Are you an em	ployee/Vol	unteer fo	or this Charity	YES [	No	$^{\circ}$	
If YES, please	e state your	position	within the Charity:		· · · · · · · · · · · · · · · · · · ·		
20020							

\*If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.

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2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.	To support services for cancer patients and their carers in North East weekly complementary therapy in chemotherapy day unit at St. Foundation Hospital, 3 sessions at St. Claire's and weekly Breast			
Please attach supporting information, web	cancer support group			
site details etc.	http://www.copingwithcancer.org.uk			
	PLEASE SEE ATTACHED SUPPORTING INFORMATION			
2.c. Explain how this Charity/fund collection will	http://www.copingwithcancer.org.uk			
benefit the people of Rotherham	PLEASE SEE ATTACHED LETTER			
Please attach supporting information, web site details etc.	CHARITY LETTER IS ATTACHED			
2.d. Is this charity/fund a UK registered charity Y	es No Registered Charity Number 513 820			
Collection details				
3. Over what parts of the licensing area is it proposed that collections will be made?	L PARTS OF ROTHERHAM			
3.a. Over what periods in the year, dates & times, is proposed that collections will be made?	it 01 January 2019 - 31 December 2019 08:00 - 18:00			
3.b. How many collectors will be used to make the c	ollections: 2 PERS			
3.c. Is it proposed to collect money including direct of	debits as money: Yes No Direct Debits			
3.d. Is it proposed to collect "other" types of property	Yes No No			
If Yes, what other type(s) of property will be col (Include direct debits as a collection of money)				
Is it proposed to Sell, Give Away, or Use this "o	other" property Sell Give Away Use			
3.e. Are applications also being made for licences for	or the same purposed in other areas of the UK:  Yes No			
If Yes, which other licensing authorities	BARNSLEY, LEEDS, HARROGATE, DONCASTER, CRACEN			
Will these collectors be the same collectors as	those you intend to use in this authority  Yes  No			
3.f. Is it proposed to promote this collection in conju	nction with a street collection Yes No			
If Yes, is it proposed to combine the House to l Collection accounts or submit separate accoun				
3.g. If the collection is for a War Charity, state if the Charities Act 1940, and give the name of the reg	charity has been registered or exempted from registration under the War istration authority, date of registration or exemption in the box below.			
N/A				
1	<u> </u>			

Funds raised following collections	the state of the s				
4. Are all of the collections takings to be paid over to the Charity	Voo No Vo				
•	Yes No X				
If NO, please state the purposes for which taking will be used	WAGES, FUEL, PRINTING, ADMIN COST				
4.a. Please state how much will be deducted for expenses or other	reasons £ NATIONAL MINIMUM WAGE TO COLLECTORS				
4.b. Is it proposed to use some of the takings for the payment of an	y persons Yes No				
	t to Other Persons Yes No				
<b>4.c.</b> Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid:	TO COLLECTORS: NATIONAL MINIMUM WAGE TO OTHERS: UP 15% - FUEL, WAGES, PRINTING UP 10% - ADMIN COST				
Details of company or organisation responsible for	these collection				
5 Name of Company/Organization to carry out callections.	ARE LTD				
Office address of the UNIT 12, HUNSLET TRADING ESTA	TE, SEVERN WAY, LEEDS				
Company/Organisation:	Post code LS10 1BL				
Contact phone number: 0113 827 2340	flobile phone number: 077 17 841006				
E-mail address: permits@erpunicare.org					
5.a. Are you an employee of this Business/Organisation	YES No				
If YES, please state your position within the Business/Organisa	tion: MANAGING DIRECTOR				
*If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.					
Licensing history of Charity/Collection Company					
6. Has the applicant, charity or collections company ever held a hous	se to house collection permit before? Yes No				
If 'Yes', who issued it? KATY GILLER - SENIOR LICENSING C	PFFICER				
What date was it granted? 16 / 11 / 2012	What licence number was it? HH0108				
6.a. Have you, or to your knowledge anyone associated with this collehouse licence or order with this local authority, refused, or revo	ection, ever had a house to Yes No No No				
6.b. Have you, or to your knowledge anyone associated with this coll- house licence or order, with any other authority refused, or re-	ection, ever had a house to Yes No No No				
If Yes, where was it held; when was it refused, or revoked  EAST NORTHAMPTO					
and why was it revolved?	NOT ENOUGH SUPPORTING DOCUMENTS				
Please use an extra sheet if required.					

## Page 69

Applicants (Promo	oter) "Crimir	nal Records"	history

7. Convictions & C	cautions Details. In the boxes be terms of the "Rehabilitation of Of	elow list any convictions/cautions effenders Act 1974".	etc you may have which	n are not considered as	
7.a. Have you ever be reprimands? etc.	peen convicted of a criminal offence, (If you answer YES to this que	ce(s), or received any police caution give details in the box below	ns warnings or Yes ow.)	S No	
	g to hear about any prosecution name hearing the case:		If known give date future court heari dat	ng / /	
Date of conviction(s)	Details of Off	ence(s) and Conviction(s)	Sen	tence Or Penalty	
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1 1					
1 1					
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1 1					
1 1	Use an extra	sheet of paper if required			
authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in this Local Authority area unless the promoter is an appropriately licensed promoter by this authority. (Or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.)  The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the month preceding that in which it is proposed to commence any collection.					
Declaration					
I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.					
I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection having taken place.					
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.					
Applicants Signature		Date app	licant signed form	/ / 16 October 2018	



supporting families and patients throughout a difference to anyone affected by cancer. Your generous donations will help make We provide a variety of caring services, their personal cancer journey.





# Please kindly donate:

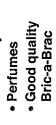
- Clean, good quality clothing Paired shoes tied together

  - Handbags & Belts

www.copingwithcancer.org.uk

To find out more, make a donation or get involved please visit

 Costume jewellery Perfumes



Your bag will be collected between 8am-6pm on:







Sat





Charity Registered No.:513820, registered in England and Wales. In partnership with Unicare Ltd, Co Reg No: 05744027









If a collector is nearby, WE WILL TRY and have your bag collected on the next working day.











www.unicarerecycling.co.uk

# Supporting families affected by cancer Coping with Cancer North East Please help us make a difference

commercial participator. We are proud to announce, Unicare have raised over £400,000 since the start of our partnership. This fundraising initiative is carried out by Unicare our

Every effort will be made to raise at least £80,000 per year, using this bag collection service.



Charity Registered No.:513820, registered in England and Wales. In partnership with Unicare Ltd, Co Reg No: 05744027

DATED

September 2018

### Coping with Cancer North East

- and -

### UNICARE LIMITED

### COMMERCIAL PARTICIPATOR AGREEMENT

Wrigleys Solicitors LLP 19 Cookridge Street Leeds LS2 3AG

Tel: 0113 244 6100 Fax: 0113 244 6101

### THIS AGREEMENT is made AS A DEED

### **BETWEEN:**

- (1) Les Walton of 40 Towers Avenue, Jesmond, Newcastle NE2 3QE
- (2) Sarah Carnegie of 32 Queens Road, Jesmond, Newcastle, NE2
- (3) David Hodgson of 17 Howard Street, North Shields, Newcastle NE30 1AF
- (4) Jennifer Brown of 39 Firtree Cres, Forest Hall, Newcastle, NE12 7JU
- (5) Nadine Clark of 23 Weymouth Gdns, Low Fell, Gateshead NE9 6TU
- (6) Sarah Wilkes of 11 Albatross Way, South Beach Blythe, Northumberland NE24 3QH
- (7) Fred Bamber of 10 Goldsborough Court, Wingate, County Durham, TS28 5PR
- (8) Diane Walton of 40 Towers Avenue, Jesmond, Newcastle upon Tyne NE2
- (9) Ann Hay of 20 Hampton Drive, Felling, Gateshead NE10 9EP
  - as trustees of **Coping with Cancer North East** a charitable unincorporated association established by a constitution dated 17 March 1983 as amended 19 May 1987, 5 June 1995, 11 May 1998, 7 February 2000 and 23 May 2002, a charity registered in England and Wales with registered charity number 513820 (the "Charity"); and
- (10) Unicare Limited (Company Number 05744027) whose registered office is at Unit 12, Hunslet Trading Estate, Severn Way, Leeds, LS10 1BL ("Unicare").

### BACKGROUND

- The Charity's objects are to relieve distress and suffering among cancer patients, their families and friends throughout North East England by providing information, emotional support and practical help. Unicare is a commercial company whose business is the collection, sale and recycling of textiles.
- The Charity is permitted to use and license the Mark (as defined below) as described in the Intellectual Property Licence.

- Unicare wishes to use the Mark in the Territory (as defined below) in relation to the Licensed Products (as defined below), for the purpose of collecting textiles from the public for sale and recycling.
- The Charity has agreed to grant Unicare a licence to use the Mark in relation to the Licensed Products, and Unicare has agreed to make payments to the Charity on the terms set out in this Agreement.
- Two of the trustees of the Charity are authorised under a general authority given pursuant to section 82 of the Charities Act 1993 to execute this Agreement on behalf of the Trustees.

### IT IS AGREED AS FOLLOWS:

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this Agreement.
  - "Commencement Date" means the date on which this agreement is executed by both parties.
  - "Donations" means the fixed fees to be paid by Unicare to the Charity during the Term as set out in Schedule 2.
  - "Force Majeure" means any circumstances not foreseeable at the date of this agreement and not within the reasonable control of the party in question including, without limitation, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.
  - "Intellectual Property Licence" means the Licence made on or about the date hereof, a copy of which is annexed hereto.
  - "Licensed Products" means any plastic bag and/or leaflet that is distributed by Unicare under or by reference to the Mark pursuant to clause 2 of this Agreement, together with such other products as may be agreed in writing between the parties from time to time.

### Page 75

"Mark" means the logo permitted to be used by the Charity as described in the Intellectual Property Licence which is to be used under this Agreement and which is set out in Schedule 1.

"Services Commencement Date" means [ ], being the date on which Unicare intends to commence distribution of the Licensed Products (or such earlier or later date as the parties agree).

"Term" means the term of this agreement, being the period beginning on the Commencement Date and ending on the date of termination in accordance with clause 14.

"Territory" means the United Kingdom.

- 1.2 References to this Agreement or to any other agreement or document referred to in this Agreement mean this Agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time and include the schedules.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is, unless otherwise stated, a reference to a paragraph of the schedule in which the reference appears.
- 1.4 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.5 Each of the schedules shall have effect as if set out in this Agreement.

### 2 LICENCE

- 2.1 The Charity grants to Unicare a non-exclusive licence to use the Mark in the Territory with regard to the distribution of the Licensed Products for the duration of the Term, subject to the provisions of this Agreement.
- 2.2 It is acknowledged and agreed that Unicare is a "commercial participator" of the Charity as defined in section 58(1) of the Charities Act 1992.
- 2.3 The relationship between the Charity and Unicare which is formalised by this Agreement has as its principal objectives:
  - 2.3.1 that the Charity will receive the Donations;
  - 2.3.2 that the Charity will benefit from increased goodwill associated with the Mark; and

2.3.3 that Unicare will, by the use of the Mark on the Licensed Products, increase its turnover and profits.

### 3 APPLICATION OF THE MARK

- 3.1 The Charity and Unicare will work together in good faith to agree specifications for the form and manner of the application of the Mark to the Licensed Products, with a view to reaching agreement on such specifications as soon as practicable after the Commencement Date and no later than one calendar month prior to the Services Commencement Date. Unicare will comply with all reasonable requests from the Charity in this regard. All Licensed Products shall comply with such agreed specifications regarding the form and manner of the application of the Mark. In the event that agreement has not been reached as to such specifications prior to the date falling one calendar month prior to the Services Commencement Date, Unicare may apply the Mark to the Licensed Products in such form and manner as it sees fit, provided that such form and manner is in compliance with the law.
- 3.2 [Unicare shall display the Charity's website address on all Licensed Products.]
- 3.3 Subject to clause 3.4, apart from the Mark, no other trade mark or logo may be included on the Licensed Products in any form.
- 3.4 Unicare may use its own trade marks or logos and its own trade name on the Licensed Products.

### 4 TITLE AND GOODWILL

- 4.1 Unicare acknowledges that the Charity is permitted to use and license the Mark.
- 4.2 Any goodwill derived from the use by Unicare of the Mark shall accrue to the Charity.

### 5 TRADE MARK REGISTRATIONS

- 5.1 Unicare shall not apply for, or obtain, registration of the Mark in the Territory in respect of any trade mark class.
- 5.2 The Unicare shall not apply for, or obtain, registration of any trade or service mark in the Territory which is (in the reasonable opinion of Unicare) confusingly similar to the Mark.

### 6 **DUTIES OF THE PARTIES**

- 6.1 Unicare shall not do, or omit to do, anything to diminish the rights of the Charity to use the Mark nor the rights of the owner of the Mark (as described in the Intellectual Property Licence.
- 6.2 Unicare will take all reasonable steps to ensure that its advertising and marketing of Licensed Products shall not be likely to reduce or diminish the reputation, image and prestige of the Mark. The Charity will not take any steps which are likely to reduce or diminish the reputation, image and prestige of Unicare.
- 6.3 The Charity warrants, represents and undertakes to Unicare that it is permitted to use and license the Mark on the terms of this Agreement, and that it will remain so for the duration of the Term, and that it has all necessary authority, powers and capacity to enter into and perform this Agreement.

### 7 DONATIONS

Unicare undertakes during the Term to pay the Donations to the Charity in the manner as set out in Schedule 2, provided that at the time of payment the Charity is not in breach of the terms of this Agreement.

### 8 QUALITY CONTROL AND APPROVAL PROCEDURES

- 8.1 Unicare shall, prior to the Services Commencement Date, provide to the Charity a sample of the type of plastic bag that it intends to use for the Licensed Products.
- 8.2 If at any time during the Term the Charity is not satisfied with the methods of distribution being utilised by Unicare, it shall give written notice of its concerns to Unicare. If Unicare, in its reasonable opinion, believes that the Charity's objection is reasonable, it will take all reasonable steps to alter its methods of distribution to address the Charity's concerns.

### 9 COMPLIANCE WITH APPLICABLE LAWS

Each Licensed Product shall comply in all material respects with all applicable laws and regulations in England and Wales from time to time.

### 10 INDEMNITY

- 10.1 Subject to clause 10.2, Unicare shall indemnify the Charity against all claims, liabilities and expenses arising out of the breach by Unicare of the terms of this Agreement or the distribution of the Licensed Products by Unicare in the Territory, or from Unicare's failure to comply with all applicable laws and regulations.
- 10.2 Subject to clause 10.1, the Charity shall indemnify Unicare against all claims, liabilities and expenses arising out of breach by the Charity of the terms of this Agreement or any claim that Unicare's use of the Mark in accordance with the provisions of this Agreement infringes or may infringe the rights of any third party, or from the Charity's failure to comply with all applicable laws and regulations. Unicare acknowledges and accepts that the Charity may request that any sums due to be paid to Unicare pursuant to this clause 10.1 be deducted from future Donations.
- 10.3 The liability of the Charity pursuant to clause 10.2 shall not exceed an amount equal to the assets of the Charity from time to time.

### 11 INFRINGEMENT

- 11.1 Each party shall promptly notify the other of any actual or suspected infringement within the Territory of the Mark that comes to its attention ("Infringement").
- 11.2 Unicare shall, at the Charity's expense, co-operate with the Charity in taking all such steps as are considered by the Charity (acting reasonably) to be necessary, in connection with any Infringement, including, without limitation, legal proceedings in the name of the Charity or in the joint names of the parties. Unicare acknowledges and accepts that the Charity may request that any sums due to be paid to Unicare pursuant to this clause 10.1 be deducted from future Donations. Unicare may, but shall not be obliged to, take any steps pursuant to this clause 11.2 unless and until it has received payment in advance of its costs and expenses for so doing.

### 12 DISCLOSURE AND CONFIDENTIALITY

- 12.1 If either party or any of its employees, agents or advisers receive confidential, secret or any proprietary information of the other during the course of the Term the receiving party shall keep such information confidential and not at any time after such receipt disclose, divulge or communicate the same to any person other than:
  - 12.1.1 where necessary for performance of its obligations and in pursuance of its rights under this Licence; or
  - 12.1.2 where required by law.
- 12.2 The obligations of confidentiality set out in clause 12.1 shall not extend to information acquired where the receiving party can show:
  - 12.2.1 at the time of its acquisition was in, or at a later date has come into, the public domain, other than following a breach of this clause 12; or
  - 12.2.2 it knew before the first disclosure to it by the other party; or
  - 12.2.3 it received independently from a third party with the full right to disclose.

### 13 ASSIGNMENT AND SUB-LICENSING

This Agreement is personal to the parties. Neither party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

### 14 COMMENCEMENT, DURATION AND TERMINATION

- 14.1 This Agreement shall continue indefinitely, subject to earlier termination in accordance with clauses 14.2 or 14.3.
- 14.2 Either party shall be entitled, after the date falling [three calendar months] after the Services Commencement Date, to terminate the Agreement without cause upon [three months'] prior written notice to the other.
- 14.3 Either party may terminate this Agreement immediately by giving notice to the other if the other:

- 14.3.1 commits any breach of this Agreement and fails to remedy such breach (if capable of remedy) within 14 days of being given notice of such breach.
- 14.3.2 becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or
- 14.3.3 compulsorily or voluntarily enters into any liquidation or winding up process or proceedings, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of the other party; or
- 14.3.4 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
- 14.3.5 ceases or threatens to cease to carry on its business or operations.
- 14.4 In the event that, at the end of the Term, Unicare has remaining stocks of Licensed Products to which the Mark was applied prior to the end of the Term, it may extend the Term to enable it use those Licensed Products in accordance with the terms of this Agreement, but only if it has first agreed with the Charity the length of any such additional period and the Donation to be paid for that period.

### 15 EFFECT OF TERMINATION

- 15.1 At the end of the Term (including any extension agreed pursuant to clause 14.4):
  - 15.1.1 the licence to use the Mark ceases immediately;
  - 15.1.2 Unicare shall not distribute any further Licensed Products;
  - 15.1.3 the parties shall return to each other all confidential, secret or proprietary information of the other (including all copies in whatever form of any such information) and undertake not to use that information for any purpose;
  - the Charity will, if termination occurs part way through a month, promptly refund to Unicare part of the Donation for that month, prorata, based on the number of days in that month.

15.2 Termination of this Agreement by either party pursuant to clause 14 shall be without prejudice to the right to seek compensation for breach of any provisions of this Agreement.

### 16 FORCE MAJEURE

If, and to the extent that, either party is prevented or delayed from performing any of its obligations under this agreement by Force Majeure, it shall promptly so notify the other party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under this Agreement provided that, if the Force Majeure continues for a period of two months or more following notification, the party not affected by the Force Majeure may terminate this Agreement by giving not less than 30 days' prior notice to the other party. Such notice of termination shall be of no effect if the party affected by the Force Majeure resumes full performance of its obligations under this Agreement before the expiry of the notice period.

### 17 ENTIRE AGREEMENT

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

### 18 VARIATION

No variation of this Agreement shall be effective unless made in writing.

### 19 **INVALIDITY**

If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this agreement shall not be affected in any other jurisdiction.

### 5

### 20 RIGHTS OF THIRD PARTIES

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

### 21 NO WAIVER

No failure to exercise, or any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this agreement shall impair, or operate as a waiver of, such right, power, privilege or remedy.

### 22 NOTICES

Any notice required to be given under this Agreement, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by pre-paid first-class post or by fax. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two business days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report.

### 23 **RELATIONSHIP**

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties or, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

### 24 LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED	as a DEED by (	[LA Watty])
(Trustee) fo	or and on behalf o	f the trustees of the
Charity pur	rsuant to an auth	ority made by the
trustees pu	rsuant to section	82 Charities Act
1993, in the	presence of	
Witness:	Signature	Chapleus
	Name	CHRISTINE -HOPKINS
	Address	Shor Park Goet
		Mag. Sugage NEDG SA

SIGNED as a DEED by [ Lane Western (Trustee) for and on behalf of the trustees of ) the Charity pursuant to an authority made by the trustees pursuant to section 82 Charities

Witness:

Signature

Occupation

Mospers

Name

Act 1993, in the presence of

CARISTINE HOPEIDS

FACE MANAGER

Address

JILLOS PARE COOP

MAD PC31 DOLBIHL MADIN

Occupation

OFFICE MASAGER

### SIGNED as a DEED by

for and on behalf of Unicare Limited

Director	Ne	na Romanyshyn @
Witness:	Signature	defl
	Name	LENKIA HRUSKEUA
	Address	WIT & LUKE BUS PARO ELLINGBER DK, CEDS LSIGGER
	Occupation	BOOKERDER

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COPING WITH CANCER - NORTH EAST

REGISTERED CHARITY NO. 513820

REPORT AND

FINANCIAL STATEMENTS

YEAR ENDED 31 MARCH 2017

### REFERENCE AND ADMINISTRATIVE INFORMATION

### YEAR ENDED 31 MARCH 2017

### **PATRONS**

Rt. Hon The Lord Beith PC, Clive Griffiths MD, FRCS and Her Grace The Duchess of Northumberland.

### **EXECUTIVE COMMITTEE**

David Hodgson MBE Chairman (elected February 2017)

Treasurer (retains previous post of Treasurer)

Leslie Howard Walton CBE Chairman (resigned February 2017)

Sarah Carnegie Vice Chair

Win Bagnall (elected February 2017)

Fred Bamber Jennifer Brown

Shirley-Anne Emmerson (elected September 2016)

Diane Greaves

Ann Hay (resigned June 2016)
Samantha Hague (elected September 2016)

David Leigh

John Brian Oglethorpe (resigned September 2016)
Helen Storey (elected September 2016)
Sarah Wilkes (resigned June 2016)

### SECRETARY TO EXECUTIVE COMMITTEE

Dr Judith Woodruff

### **CHIEF EXECUTIVE**

Dr Judith Woodruff

### Registered Office and Principal Office

Coping with Cancer-North East, The Medical Suite, Cobalt Business Exchange, Cobalt Park Way, Newcastle upon Tyne, NE28 9NZ

### **Independent Examiner**

Ryecroft Glenton, 32 Portland Terrace, Newcastle upon Tyne, NE2 1QP

### Bankers

Lloyds Bank, 102 Grey Street, Newcastle upon Tyne, NE1 6AG

### **Solicitors**

Robert Scott, 16 Clifford Road, Stanley, Co. Durham, DH9 0AB

### **Investment Managers**

Joe Jobling Wealth Management Ltd (Partner Practice of St. James's Place Wealth Management) One Trinity Gardens, Broad Chare, Newcastle upon Tyne, NE1 2HF

### **EXECUTIVE COMMITTEE REPORT**

### YEAR ENDED 31 MARCH 2017

The Executive Committee present their report together with the financial statements of the charity for the year ended 31 March, 2017. The financial statements have been prepared in accordance with the accounting policies set out in note 1 to the accounts and comply with the charity's constitution, the Charities Act 2011 and Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland published on 16 July 2014.

### STRUCTURE, GOVERNANCE AND MANAGEMENT

### **Governing Documents**

Coping with Cancer - North East is governed by its constitution adopted 17 March, 1983. The Association is registered as a charity No. 513820.

The constitution established the objects and powers of the Association and under the constitution, members of the Executive Committee are elected at the AGM on an annual basis. The Executive Committee may co-opt further members between AGM's provided that the total number of co-opted members shall not exceed one-third of the total members of the committee.

### Recruitment and Appointment of Executive Committee Members

Coping with Cancer - North East's governing body is the Voluntary Executive Committee who are all paid up subscribing members of the Association. The members who held office during this financial year and at the date of this report are set out on page 1. The Executive Committee do not receive any remuneration. Where claimed, expenses are reimbursed.

We aim to appoint members with wide ranging experience and expertise that they can offer for the benefit of the Association, from business, marketing, education and from within the ranks of those who carry out volunteer tasks for the Association. Potential Executive Committee members are invited to meet with a panel of committee members together with the Chief Executive to discuss the Association's aims and objectives, their responsibilities as Executive Committee members, ensure that there are no conflicting interests and answer any questions. Potential members are invited to attend Executive Committee meetings and visit and view activities of the Association before finally being co-opted to the Committee.

The above procedure is in place not withstanding that any paid-up subscribing member of the Association may be nominated for approval at or elected by ballot at an AGM.

### **Management Structure**

The Executive Committee are responsible for the strategic direction and policies of the Association and are actively involved with the Chief Executive in monitoring performance against key indicators set out in the business plan. The Executive Committee have initiated a policy review group to monitor, revise and approve all of the Association's policies.

The Chair of the Executive Committee provides supervision and support for the Chief Executive who has responsibility for the day to day running of the Association. The Chief Executive, the Manager for Complementary Therapy Services and the Finance Officer submit reports to and attend meetings of the Executive Committee

### **Risk Management Strategy**

A risk management strategy is in place through which the Executive Committee seeks to minimise those risks which may impact upon the Association, its activities, employees, volunteers and service users. To this end the Executive Committee review the Association's policies annually, covering amongst others, finance, information technology, data protection, publicity and media, health and safety, counselling guidelines and volunteer agreements.

### EXECUTIVE COMMITTEE REPORT - CONTINUED

### YEAR ENDED 31 MARCH 2017

### **OBJECTIVES AND ACTIVITIES**

### **Objectives**

The objectives are to support the mission statement of the organisation which is "To share experiences and strategies which help people cope with cancer".

The Executive Committee administer the funds and income of the Association to apply them to relieve the distress and suffering and to preserve the health, both physical and mental, of cancer patients and those in need of palliative care in the cancer community within the area of Tyne and Wear and Northumberland and in other areas as the Association may from time to time determine. This community includes the families and carers of patients.

### **Activities**

Coping with Cancer - North East furthers its purposes for public benefit by directing its charitable activities toward the relief of those in need through the provision of emotional support, practical help and information. Emotional support is provided through one to one and group counselling and practical help through the provision of complementary therapies as an aid to stress relief and through the opportunity to share experiences, whilst information is given via leaflets available in hospitals throughout the North East. These activities and in particular the continued growth in the provision of complementary therapies to the cancer community, all fit within these aims of the charity. The Trustees confirm that they have referred to the Charity Commission's guidance on public benefit when reviewing the Trust's aims and objectives and in planning future activities.

Complementary Therapy and Auricular Acupuncture sessions are being delivered at hospitals and hospices throughout the North East for the benefit of cancer patients and their carers. There continues to be a growing demand for acupuncture and this past year has seen the opening of acupuncture clinics at three new venues: Hexham General Hospital, Nursery Park in Ashington and in the Palliative Care Day Unit at Rake Lane Hospital in North Tyneside.

Counselling has long been an important activity for the charity and we have continued to recruit new counsellors and offer placements to students from local FE Colleges.

**Information** provision of a standard applicable to both its status as a health related charity and its commitment to ensuring that the information it provides is accurate, clear and informative, is evidenced through maintenance of the 'Information Standard' in respect the charity's four major leaflets.

Training is on-going as this is an essential factor in the continuing effectiveness of the charity. We continue to support the personal development of our therapists and counsellors through financing their respective memberships of the 'Federation of Holistic Therapists' and 'British Association of Counselling and Psychotherapy and offering in-house training where appropriate. The charity's manager of complementary therapy' services has obtained a Diploma in Baby Massage and Baby Reflexology which has allowed the service to offer sessions for babies at the Great North Children's Hospital in Newcastle. Short courses on baby massage and baby reflexology have been offered at several surgeries in North Tyneside and Northumberland. We continue to promote the skill set of our volunteer therapists and this year several were successful in obtaining an NVQ Level 3. Through previous training we continue to offer, in house, those supervision sessions which are necessary for the safe delivery of counselling.

Plans for next year include a continuation of new acupuncture clinics in Newcastle and Northumberland. We will continue to promote new skills in our complementary therapy team by adding an NVQ Level 3 in Indian Head Massage to our training portfolio and offering short courses in hand massage, baby massage and baby reflexology, at new venues. We will pilot the use of a new gentle massage technique 'The M Technique' at Rake Lane Hospital' Palliative Day Unit and train at least two members of staff in this technique.

### EXECUTIVE COMMITTEE REPORT - CONTINUED

### YEAR ENDED 31 MARCH 2017

### **ORGANISATION**

The staff team continues to meet on a regular basis and bring information to the Executive Committee in the form of written and verbal reports. The Chief Executive, the Finance Officer and, from time to time, other staff members including the Manager of Counselling Services and the Manager of Complementary Therapy Services; attend the Executive Committee' meetings to allow the Trustees an opportunity for information exchange.

During the year there were two additions to the staff team with the appointment of two complementary therapists to meet the increasing work-load in this area.

### INVESTMENTS AND INVESTMENT POLICY

The Trustees' investment powers are governed by its constitution which permits the investment of money in the purchase of, or at interest on the security of, such stocks, funds, shares, securities or other investments or property of whatever nature and wherever situated as the trustees in their absolute discretion think fit.

The funds are held with investment managers St James's Place Wealth Management and are held for long-term fund investments and income generated. These funds are unrestricted.

### FINANCIAL REVIEW

Income for the year at £165,781 (previous year £144,820) was exceeded by expenditure of £170,586 (previous year £146,168) resulting in a net deficit of £4,805 (previous year net deficit £1,348) before investment gains of £9,028 (previous year investment losses £1,912). The overall surplus of £4,223 (previous year deficit £3,260) increased total reserves to £189,236 of which free reserves at £187,681 provide 13 months expenditure cover.

Grants for core funding from Clinical Commissioning Groups totalling £24,629 (previous year £31,555) represent 15% of total income and comprise £12,915 from South Tyneside CCG, £6,941 from Newcastle Gateshead CCG and £4,773 from North Tyneside.

Income from grants under contract for Complementary Therapy and Auricular Acupuncture Services provided by the charity, totalled £33,916 (previous year £32,800) and represented 20% of total income. We gratefully acknowledge grants from Sunderland City Hospitals totalling £16,500 comprising £7,000 in support of complementary therapy services to Haematology patients plus a grant of £6,500 supporting delivery of complementary therapy and auricular acupuncture services within the MacMillan Information & Support Centre in Sunderland and a third year grant of £3,000 for complementary therapies offered to patients of the Intensive and Critical Care Unit in Sunderland. We also acknowledge grants totalling £7,708 paid through the Northumberland Healthcare NHS Trust and are grateful to the relevant Patients' Funds who are supporting acupuncture clinics delivering services to men and women. The total comprises two grants, each of £1,250, sourced from the Patients' Fund at The North Tyneside General Hospital at Rake Lane plus £5,208 in support of acupuncture clinics at three new venues: Hexham General Hospital, Nursery Park in Ashington and in the Palliative Care Day Unit at The North Tyneside General Hospital at Rake Lane. We thank Gateshead Health NHS Foundation Trust for funding of £2,708 for provision of acupuncture clinics at the Queen Elizabeth Hospital and complementary therapies at St Bede's Hospice and are grateful to St Clare's Hospice in Jarrow for their grant of £6,000 and their continued support for the provision of complementary therapies to 'day patients' and 'bedded unit patients' at the hospice.

Fundraising income of £99,714 (previous year £76,629) representing 60% of total income, includes £83,477 (previous year £68,479) from the 'doorstep collection' of unwanted clothing etc. organised through 'Unicare'. The charity is very grateful to 'Unicare' who have delivered increasing sums of annual income over several years of collections on our behalf.

### **EXECUTIVE COMMITTEE REPORT - CONTINUED**

### YEAR ENDED 31 MARCH 2017

### FINANCIAL REVIEW - continued

Donations totalling £5,873 include £1,250 from The W. A. Handley Trust, a donor for several years whom we gratefully acknowledge. We give a special thank you to Carl Walsh of 'Wallsend Boys Club' and the supporters and participants in the 'Mams Football Challenge'. Their efforts, plus a donation of £700 from the Vodaphone Foundation in support of the event, delivered almost £2,200 to the charity. We thank all donors for their support.

Expenditure during the year at £170,586 exceeded the previous year's spending by £24,418. For the second successive year, additional expenditure is primarily that borne in coping with increased demand for services as reflected in costs of salaries, fees and reimbursed expenses which at a total of £122,456 represents an increase of £22,701. We also spent an additional £3,579 on training.

### RESERVES POLICY

The Executive Committee have established a policy whereby the unrestricted funds not committed or invested in fixed assets (free reserves) held by the Association, should, ideally represent at least 12 months of total resources expended. Such a level of reserve would provide a buffer to offset the temporary loss of a major source of funding whilst maintaining effective management and administration of the Association. These reserves also provide working capital to enable development of service provision.

Based on the above, the target reserves would have been £170,586. The total funds of the charity are £189,236 of which £280 are held in restricted funds. Of the unrestricted funds totaling £188,956; £1,275 are held in fixed assets resulting in actual free reserves of £187,681 including investments of £102,116. This represents 110% of target.

### **DONATIONS**

The Association does not make donations. Income for the Association and its subsequent expenditure is for the purpose of support to cancer patients and their families. This help and support is given at no cost to the recipients.

### EXECUTIVE COMMITTEE RESPONSIBILITIES IN RELATION TO THE FINANCIAL STATEMENTS

The Executive Committee are responsible for preparing the Executive Committees' report and the financial statements in accordance with applicable law and United Kingdom Standards (United Kingdom Generally Accepted Accounting Practice).

The law applicable to charities in England and Wales requires the Executive Committee to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources of the charity for that period. In preparing these financial statements, the Executive Committee are required to:

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the Charities SORP;
- make judgements and accounting estimates that are reasonable and prudent;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the charity will continue in operation.

### **EXECUTIVE COMMITTEE REPORT - CONTINUED**

### YEAR ENDED 31 MARCH 2017

### **EXECUTIVE RESPONSIBILITIES IN RELATION TO THE FINANCIAL STATEMENTS - continued**

The Executive Committee are responsible for keeping proper accounting records that are sufficient to show and explain the charity's transactions and disclose with reasonable accuracy at any time the financial position of the charity and enable them to ensure that the financial statements comply with the Charities Act 2011, the Charity (Accounts and Reports) Regulations 2008 and the provisions of the trust deed. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

This report was approved by the Executive Committee on 20 October 2017 and signed on their behalf by:

D HODGSON MBE - CHAIRMAN

### INDEPENDENT EXAMINER'S REPORT TO THE EXECUTIVE COMMITTEE OF

### **COPING WITH CANCER - NORTH EAST**

I report on the accounts of the Association for the year ended 31 March 2017, which are set out on pages 8 to 17.

This report is made solely to the charity's Executive Committee, as a body, in accordance with Section 145 of the Charities Act 2011 and regulations made under section 154 of that Act. My work has been undertaken so that I might state to the charity's Executive Committee those matters I am required to state to them in an Independent Examiner's Report and for no other purpose. To the fullest extent permitted by law, I do not accept or assume responsibility to anyone other than the charity and the charity's Executive Committee as a body, for my work, for this report, or for the opinions I have formed.

### Respective responsibilities of Executive Committee and examiner

The charity's Executive Committee are responsible for the preparation of the accounts.

The charity's Executive Committee consider that an audit is not required for this year under section 144(2) of the Charities Act 2011 (the 2011 Act) and that an independent examination is needed.

It is my responsibility to:

- Examine the accounts under section 145 of the 2011 Act:
- Follow the procedures laid down in the General Directions given by the Charity Commission under section 145(5)(b) of the 2011 Act; and
- State whether particular matters have come to my attention.

### Basis of Independent examiner's statement

My examination was carried out in accordance with General Directions given by the Charity Commission. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts, and seeking explanations from you as Executive Committee concerning any such matters. The procedures undertaken do not provide all the evidence that would be required in an audit, and consequently no opinion is given as to whether the accounts present a 'true and fair view' and the report is limited to those matters set out in the statement below.

### Independent examiner's statement

In connection with my examination, no matter has come to my attention:

- 1. which gives me reasonable cause to believe that, in any material respect, the requirements:
  - to keep accounting records in accordance with section 130 of the 2011 Act; and
  - to prepare accounts which accord with the accounting records and comply with the accounting requirements of the 2011 Act;

have not been met; or

2. to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached.

### **DETLEV ANDERSON FCA**

RYECROFT GLENTON Chartered Accountants Registered Auditors 32 Portland Terrace Newcastle upon Tyne NE2 1QP

Date: 24 October 2017

### STATEMENT OF FINANCIAL ACTIVITIES

### YEAR ENDED 31 MARCH 2017

INCOME FROM:		Unrestricted funds £	Restricted funds	Total 2017 £	Total 2016 £
Donations and legacies Charitable activities Fundraising activities Investments Other  TOTAL INCOME	2 3 4 5 6	5,873 58,545 99,714 101 1,548 ————————————————————————————————————		5,873 58,545 99,714 101 1,548	3,118 64,155 76,629 121 797 ——————————————————————————————————
EXPENDITURE ON:				<u>105,761</u>	144,020
Raising funds Charitable activities  TOTAL EXPENDITURE	7	24,991 145,595 		24,991 145,595 	30,338 115,830 146,168
NET EXPENDITURE BEFORE INVESTMENT GAINS		(4,805)		(4,805)	(1,348)
GAINS / (LOSSES) ON INVESTMENT ASSETS		9,028		9,028	(1,912)
NET INCOME / (EXPENDITURE)		<u>4,223</u>		4,223	(3,260)
NET MOVEMENT IN FUNDS		4,223	-	4,223	(3,260)
TOTAL FUNDS BROUGHT FORWARD AT 1 APRIL 2016 TOTAL FUNDS CARRIED FORWARD		184,733	280	185,013	188,273
AT 31 MARCH 2017		<u>188,956</u>	<u>280</u>	<u> 189,236</u>	185,013

The Statement of Financial Activities includes all gains and losses recognised in the year. All incoming resources and resources expended derive from continuing activities.

### **BALANCE SHEET**

### **AS AT 31 MARCH 2017**

			017	20	
	Notes	£	£	£	£
FIXED ASSETS	notes				
Tangible fixed assets Investments	10 11	1,275 102,116		1,179 93,088	
			103,391		94,267
CURRENT ASSETS					
Building society		35,697		35,597	
Bank and cash in hand Debtors and prepayments	12	37,572 20,507		42,010 21,221	
Deotoro ana propagmonio					
<b>LIABILITIES:</b> amounts falling due within one year:		93,776		98,828	
Creditors	13	(7,931)		(8,082)	
NET CURRENT ASSETS			85,845		90,746
NET ASSETS			<u>189,236</u>		<u>185,013</u>
RESERVES					
Restricted funds Unrestricted funds			280 188,956		280 184,733
Onrestricted funds					
	14		<u>189,236</u>		<u>185,013</u>

The financial statements were approved by the Executive Committee and signed on their behalf on 20 October 2017.

### D HODGSON MBE - CHAIRMAN

### W BAGNALL - TRUSTEE

The notes on pages 10 to 17 form part of these accounts.

### NOTES TO THE ACCOUNTS

### YEAR ENDED 31 MARCH 2017

### 1. ACCOUNTING POLICIES

### 1.1 Basis of preparation

The financial statements have been prepared under the historical cost convention with items recognised at cost or transaction value unless otherwise stated in the relevant notes to these accounts. The financial statements have been prepared in accordance with the Statement of Recommended Practice: Accounting and Reporting by Charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) issued on 16 July 2014 and Financial Reporting Standard applicable in the United Kingdom and Republic of Ireland (FRS 102) and Charities Act 2011.

The charity constitutes a public benefit entity as defined by FRS 102.

### First time adoption of FRS 102

This is the first year in which the charity has adopted FRS 102. There are no changes in the measurement bases used by the charity and no changes are required to opening funds arising from the adoption of this new standard. Comparative figures are as stated in previous years.

The accounts are prepared on the going concern basis. The Executive Committee have a reasonable expectation that the charity will continue to receive funding to enable it to continue its charitable activities for the foreseeable future. They continue to believe the going concern basis of accounting appropriate in preparing the annual financial statements.

### 1.2 Incoming resources

All incoming resources are included in the Statement of Financial Activities when the charity is legally entitled to the income, it is probable that the income will be received and the amount can be quantified with reasonable accuracy.

Voluntary income is received by way of grants and donations and is included in full in the Statement of Financial Activities when receivable. Grants, where entitlement is not conditional on the delivery of a specific performance by the charity, are recognised when the charity becomes unconditionally entitled to the grant. Grants received where conditions specified by the donor have not yet been met by the charity or where the donor has specified the time period in which the expenditure of resources can take place are deferred and recognised over the time period specified by the donor.

### 1.3 Resources expended

All expenditure is accounted for on an accruals basis.

Expenditure within charitable activities includes all costs incurred in the sharing of experiences and strategies which help people cope with cancer and includes costs that can be allocated directly to these activities and those costs of an indirect nature necessary to support them.

Some consultants and staff spend time not only on the charitable activities of the organisation but also in generating voluntary income, general fundraising and governance. Their costs have been directly allocated to these activities using the best estimate of the relative time spent by these individuals.

Governance costs are those costs associated with the constitutional and statutory requirements of the charity.

Support costs are all costs that cannot be directly allocated to a charitable activity. They include all costs incurred by the Charity's Head Office Support Unit comprising management and administration, finance, information technology and human resources. Support costs are apportioned between the activities of the charity on a basis consistent with the use of the resources.

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

### **ACCOUNTING POLICIES - Continued**

### 1.4 Accumulated funds

Unrestricted funds are donations and other incoming resources receivable or generated for the objects of the charity without further specified purpose and are available as general funds. Restricted funds arising from grants are subject to specific conditions by donors as to how they may be used. Funds received from fundraising activities may also be restricted, depending upon the purpose for which the funds were raised. The purposes and uses of the restricted funds are set out in the Executive Committee report and notes to the accounts.

### 1.5 Tangible fixed assets

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at 33<sup>1</sup>/<sub>3</sub>% straight line in order to write off the cost less estimated residual value of each asset over its expected useful life.

### 1.6 Investments

Fixed asset investments are a form of financial instrument and are initially recognised at their transaction cost and subsequently measured at fair value at the Balance Sheet date. Investments in shares which can be publicly traded are measured using the closing quoted market price. Investments in shares which cannot be publicly traded and for which no reliable estimation can be made are recorded at their cost less provision for impairment.

Investment gains and losses, whether realised or unrealised, are combined and shown in the heading 'Gains/(losses) on investments' in the Statement of Financial Activities.

### 1.7 Debtors

Trade and other debtors are recognised at the settlement amount after any trade discount offered. Prepayments are valued at the amount prepaid net of any trade discounts due.

### 1.8 Cash at bank and in hand

Cash at bank and in hand is the current bank account of the charity.

### 1.9 Liabilities

Liabilities are recognised when there is an obligation at the Balance Sheet date as a result of a past event, it is probable that a transfer of economic benefit will be required in settlement, and the amount of the settlement can be estimated reliably. Liabilities are recognised at the amount that the charity anticipates it will pay to settle the debt or the amount it has received as advanced payments for the goods or services it must provide.

### 1.10 Financial instruments

The charity only has financial assets and financial liabilities of a kind that qualify as basic financial instruments. Basic financial instruments are initially recognised at transaction value and subsequently measured at their settlement value.

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

### **ACCOUNTING POLICIES - Continued**

### 1.11 Taxation

As a registered charity, the charity benefits from rates relief and is exempt from direct tax on its charitable activities but not from VAT. Irrecoverable VAT is included in the costs of those items to which it relates.

### 1.12 Pension costs

The charity operates a defined contribution pension scheme. The charity has no liability under the scheme other than for payment of those contributions to an independently administered fund.

2.	INCOME FROM DONATIONS	<b>2017</b> £	<b>2016</b> £
	Donations, gifts and collections	<u>5,873</u>	<u>3,118</u>
3.	INCOME FROM CHARITABLE ACTIVITIES	<b>2017</b> £	<b>2016</b> £
	Grants provided for core funding Grants under contracts for advice and information,	24,629	31,355
	outreach work, training and other services	33,916	32,800
		<u>58,545</u>	64,155
4.	INCOME FROM FUNDRAISING ACTIVITIES	<b>2017</b> £	<b>2016</b> £
	Doorstep 'Rag Bag' collection Other fundraising activities including Great North Run	83,477 16,237	68,479 8,150
		99,714	76,629
5.	INVESTMENT INCOME	<b>2017</b> £	<b>2016</b> £
	Bank interest receivable	101	121
		<u> 101</u>	<u> 121</u>
6.	OTHER INCOME	<b>2017</b> £	<b>2016</b> £
	Membership Training courses - fees from participants	398 1,150	427 370
		1,548	<u>797</u>

## NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

Total expenditure is analysed as follows:-

7. EXPENDITURE

	Staff Costs Including Training	Staff, Volunteers Office, IT and other Finance and Expenses Communicati	rs Office, IT Accommodatio Finance and Insurance and Communications Depreciation	Accommodation Insurance and $\hat{\epsilon}$ Depreciation	Support Costs as allocated £	2017 Total £	$\begin{array}{c} 2016 \\ \text{Total} \\ \hat{t} \end{array}$
Expenditure on Charitable Activities – relief, counselling and therapies	76,656	20,352	2,114	•	46,473	145,595	115,830
Expenditure on raising funds:							
Voluntary income	8,394	1	ı	r	940	9,334	9,561
Fundraising	8,394	6,322	•	1	941	15,657	15,777
Investment management	•	1	ı	ı	ı	ı	5,000
Support costs	14,827	'	14,889	18,638	(48,354)	1	1
TOTAL EXPENDITURE	108,271	26,674	17,003	18,638		170,586	146,168
2016 Comparison	88,768	20,067	19,121	18,212	l	146,168	

Included within expenditure are accountant's fees for independent examination of £2,947 (2016: £2,754) and for payroll and other services of £1,757 (2016: £541), all inclusive of VAT. Governance costs within the support costs figure above comprise the accountant's fees for independent examination along with £761 of other governance costs relating to other constitutional matters (2016: £754).

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

8.	STAFF COSTS	<b>2017</b> £	<b>2016</b> £
	Salaries and co-ordinators and sessional workers' fees	100,403	85,229
	Social security costs less employment allowance	280	-
	Pension costs	470	<del>-</del>
		<u>101,153</u>	85,229

During the year the charity employed an average of nine members of staff which is the equivalent of five full time employees (2016: four).

No employee received emoluments in excess of £60,000.

### 9. TRUSTEES AND OTHER KEY MANAGEMENT

The charity's key management are its Trustees and its Chief Executive Officer. No Trustees received remuneration or expenses in connection with their duties as a Trustee (previous year: same). The remuneration of the Chief Executive Officer was £11,730 (2016: £11,564).

Three trustees received expenses of £1,764 in connection with their services as volunteers of the charity.

### 10. TANGIBLE FIXED ASSETS (office equipment and furniture)

0-4	£
Cost At 1 April 2016 Additions during the year Disposals	6,312 1,069
At 31 March 2017	(503)
7 to 3 1 1vidion 2017	<u>6,878</u>
Depreciation At 1 April 2016 Charge for year Disposals At 31 March 2017	5,133 973 (503) 
Net book value At 31 March 2017	<u> </u>
At 1 April 2016	<u> 1,179</u>

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

11. FIXED ASSETS INVESTMENTS	<b>2017</b> £	<b>2016</b> £
Opening balance at 1 April 2016	93,088	-
Purchases	· -	100,000
Investment management fees	-	(5,000)
Unrealised gain/ loss	9,028	(1,912)
Closing balance at 31 March 2017	<u>102,116</u>	93,088

Fixed asset investments are unit trusts managed by St James's Place Wealth Management.

12. DEBTORS AND PREPAYMENTS	<b>2017</b> £	<b>2016</b> £
Prepayments and accrued income	20,507	21,221
13. CREDITORS	<b>2017</b> £	<b>2016</b> £
Tax and social security Accruals and deferred income	919 7,012	561 7,521
	<u>7,931</u>	8,082
14. FINANCIAL INSTRUMENTS	<b>2017</b> £	<b>2016</b> £
Financial assets measured at fair value through income and expenditure	<u>102,116</u>	93,088

Financial assets measured at fair value through income and expenditure comprise investments in unit trusts. The main risk to the charity from these financial instruments lies in the combination of uncertain investment markets and volatility in yield. The charity manages these investment risks by retaining advisors and investing in an investment type that provides for a high degree of diversification of holdings within investment asset classes that are quoted on recognised stock exchanges. The charity does not make use of derivatives and similar complex financial instruments as investments are held for their longer term.

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

### 15. STATEMENT OF FUNDS – CURRENT YEAR

	Balance at 1 April 2016	Income	Expenditure	Gains / (losses)	Balance at 31 March
	£	£	£	£	2017 £
<b>Unrestricted funds</b> General funds	184,733	165,781	(170,586)	9,028	188,956
Restricted funds The Trusthouse Charitable Foundation	280				280
Total Funds	185,013	165,781	(170,586)	9,028	189,236
STATEMENT OF FUNDS – PRIOR	YEAR				
	Balance at 1 April 2015	Income	Expenditure	Gains / (losses)	Balance at 31 March
Unrestricted funds	£	£	£	£	2016 £
General funds	187,993	144,820	(146,168)	(1,912)	184,733
Restricted funds					
The Trusthouse Charitable Foundation	280		<del>-</del>	-	280
Total Funds	188,273	144,820	(146,168)	(1,912)	185,013

The income funds of the charity include restricted funds, augmented by the use of unrestricted funds, which comprise donations and grants held on trusts to be applied for specific purposes.

### NOTES TO THE ACCOUNTS - CONTINUED

### YEAR ENDED 31 MARCH 2017

### 16. ANALYSIS OF NET ASSETS BETWEEN FUNDS - CURRENT YEAR

	Fixed assets £	Current assets £	Current liabilities £	Total net assets £
Restricted funds				
The Trusthouse Charitable Foundation	-	280	-	280
Unrestricted funds				
General funds	103,391	93,496	(7,931)	188,956
Total funds	<u>103,391</u>	93,776	<u>(7,931)</u>	<u>189,236</u>
ANALYSIS OF NET ASSETS BETWEE	EN FUNDS – PR	IOR YEAR		
	Fixed	Current	Current	Total

	Fixed assets £	Current assets	Current liabilities £	Total net assets £
Restricted funds				
The Trusthouse Charitable Foundation	<b>.</b>	280	-	280
Unrestricted funds				
General funds	94,267	98,548	(8,082)	184,733
Total funds	94,267	98,828	<u>(8,082</u> )	<u>185,013</u>

### 17. RELATED PARTY TRANSACTIONS

There are no related party transactions.

### 18. CONTROL

There is no controlling party.

### 19. OPERATING LEASE COMMITMENTS

At 31 March 2017 the charity had commitments under non-cancellable operating leases as follows:

	<b>2017</b> £	<b>2016</b> £
EXPIRY DATE: Within 1 year		<u>3,893</u>
Within 2–5 years	<u>36,092</u>	

re buildings to maintain f part-time staff. By ale to provide support.

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### Helping Vou Helping Us Acquire during Counselling Co

Verita Transport



Coping with Cancer North East Medical Suite Cobalt Business Exchange NEWCASTLE NE28 9NZ

Tel 0191 280 5610 www.copingwithcancer.org.uk

# **Coping with Cancer North east**

01 October 2018

To whom it may concern / (Rotherham Council)

I write in support of the application by Unicare Ltd for a house to house collection licence in your area, between the period 01.01.2019 to 31.12.2019.

Unicare's H2H collection service help us to improve our services for the cancer community not only in the North East but, in other areas as well. The latter through a Telephone Counselling and Information Service.

The funds raised from this service, also pay for us to constantly improve and update our website and Facebook account.

Unicare Ltd is a loyal and trustworthy partner and our working relationship spans nearly a decade and Coping with Cancer NE wholeheartedly supports, this application.

If you require any further information please do not hesitate to contact me.

Yours sincerely

Judith (Woodruff) CEO

judith.woodruff@gmail.com

Judith A. Wooduff

<u>Patrons</u> Sir Alan Beith MP: Her Grace The Duchess of Northumberland & Clive Griffiths, FRCS

Chairman David Hodgson MBE

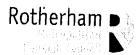
# 5

# SCHEDULE 2

### **Donations**

Unicare shall pay to the Charity, by way of consideration for the rights granted pursuant to this agreement the sum of approximately £5500.00 per calendar month as a result of the Licensed Products during the Term.

Appendix 6



# **Neighbourhood and Adult Services**

# Application for a House to House Collections Permit

House to House Collections Act 1939 House to House Collections Regulations 1947 (as amended)

3 - 1 G	ant
For offic	e use only
Date Received	
Fee	Free of Charge
Lalpac number	
Board Hearing	
Permit Number	HH

Data Protection Act, 1998
I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this terms to exceed the information and detect found or crime. We may also use the information this terms to exceed the information to the connected purposes. form to carry out checks to prevent and detect fraud or crime. We may alsouse the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations that manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink.

Your Title (Mr, N	Ars, Miss,	etc): MISS			Date of Birth	
, p	<del> </del>				Date of Billin.	10/06/1985
Surname: MC	NCEVIC	A	First names:	INESE		
Address (either ome or Business):	Skyecy	cle Ltd, Unit 2. Itchen Busine	ess Park. Kent l	Road. Sou	uthampton.	
	L.				Post code:	SO17 2LJ
Daytime phone number:	023 805	65 1424	Mobile	phone mber:		
mail address:	info@sk	yecycle.co.uk	<del>-                                      </del>	<del></del>		
	<u> </u>			- 1		
4 11 644						
etails of the c	harity v	which the collection wi	ll benefit	<u> </u>	<u></u>	
	harity v	· · · · · · · · · · · · · · · · · · ·		<b>b</b>		<u></u>
Name of Charity:		National Hereditary Breast	Cancer Helplin	, T 1/ T 1		
Name of Charity: Head Office add		· · · · · · · · · · · · · · · · · · ·	Cancer Helplin	, T 1/ T 1	id	
Name of Charity:		National Hereditary Breast	Cancer Helplin	, T 1/ T 1	ld	
Name of Charity: Head Office add the Charity:	ress for	National Hereditary Breast	Cancer Helplin	, T 1/ T 1	d Post code	S41 0QQ
Name of Charity: Head Office add	ress for	National Hereditary Breast	Cancer Helplin ustrial Estate, C	, T 1/ T 1		S41 0QQ
Name of Charity: Head Office add the Charity:	ress for	National Hereditary Breast Unit 71, Storforth Lane Ind	Cancer Helplin ustrial Estate, C Mobi	Chesterfiel		S41 0QQ
Name of Charity: Head Office addithe Charity: Contact phone in E-mail a	number:	National Hereditary Breast Unit 71, Storforth Lane Ind 01629 813000	Cancer Helplin ustrial Estate, C Mobi	Chesterfiel	Post code	S41 0QQ
Name of Charity: Head Office addithe Charity: Contact phone i	ress for	National Hereditary Breast Unit 71, Storforth Lane Ind 01629 813000	Cancer Helplin ustrial Estate, C Mobi	Chesterfiel		S41 0QQ
Name of Charity: Head Office addithe Charity: Contact phone in E-mail at it. Are you an empton.	number:	National Hereditary Breast Unit 71, Storforth Lane Ind 01629 813000 canhelp@btopenworld.com	Cancer Helplin ustrial Estate, C  Mobi	le phone number:	Post code	S41 0QQ

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Objective/aims of the charity/fund to benefit from the proceeds of this collection.  Please attach supporting information, web site details etc.	Skyecycle Ltd is a commercial partner of the charity National Hereditary Breast Cancer Helpline, our goal is to provide a steady income of funds to NHBCH. The NHBCH runs 24 hours a day to support women and their families affected with familial cancer. We sell all the property collected to a wholesaler in Poland and donate £75 made per tonne back to the charity. We do this in regular monthly payments.
Explain how this Charity/fund collection will benefit the people of Rotherham	NHBCH helps those affected by familial cancer across the UK including those in Rotherham.
Please attach supporting information, web site details etc.	
2.d. Is this charity/fund a UK registered charity Y	es X No Registered Charity Number 1150183
Collection details	y a de l'espain de 1900 1900 escape de grande de la companya de 1900 escape de 1900 escape de 1900 escape de 1
Over what parts of the licensing area is it proposed that collections will be made?  WH	OLE AREA
3.a. Over what periods in the year, dates & times, is proposed that collections will be made?	it 01/08/2018 - 01/08/2019 OR ANY AVAILABLE DATES ALWAYS WEEKDAYS BETWEEN 8AM AND 5PM
3.b. How many collectors will be used to make the co	ollections 3
3.c. Is it proposed to collect money including direct d	ebits as money: Yes No X Direct Debits
3.d. Is it proposed to collect "other" types of property	
If Yes, what other type(s) of property will be coll (Include direct debits as a collection of money)	We collect clothing, other textiles (such as bedding and towels), shoes, children's toys, bags, smell household items and bric a brac. We collect all items, sort them and sell them to our long-standing customer business in Polana. As per our contract with the charity, £75 per tonna that we make is donated back to them.
Is it proposed to Sell, Give Away, or Use this *o	ther property Sell X Give Away Use
3.e. Are applications also being made for licences for	r the same purposed in other areas of the UK: Yes X No
	ARE APPLYING FOR LICENSES NATIONWIDE. RECENTLY APPLIED TO: RISTCHURCH, EAST DORSET, FAREHAM, GOSPORT, EASTLEIGH, HAVANT.
Will these collectors be the same collectors as t	hose you inlend to use in this authority  Yes  No  X
3.f. Is it proposed to promote this collection in conjun	
If Yes, is it proposed to combine the House to H Collection accounts or submit separate account	
	charity has been registered or exempted from registration under the War stration authority, date of registration or exemption in the box below.

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Funds raised following collections
4. Are all of the collections takings to be paid over to the Charity Yes No
If NO, please state the purposes for which taking will be used.   SELF-EMPLOYED TEAM FADED DAYLEDT FOR
FUEL AND INSURANCE, AND OFFICE EXPENSES
4.a. Please state how much will be deducted for expenses or other reasons  £ ETS PER TONNE IS DONATED TO THE CHARITY. THIS FIGURE DEPENDS ON HOW MUCH IS MADE IN A MONTH
4.b. Is it proposed to use some of the takings for the payment of any persons  Yes  No
If YES; is it to Collectors Yes No X is it to Other Persons Yes X No
4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid:  £ SELF-EMPLOYED TEAM LEADERS ARE PAID; THEIR VOLUNTEERS ARE NOT, ALL PAY IS CALCULATED BASED ON FUEL AT THE END OF THE MONTH. THIS WILL BE PROVIDED IN A FORM OF STATEMENT AT THE END OF THE LICENSE PERIOD
Details of company or organisation responsible for these collection
5. Name of Company/Organisation to carry out collections: Skyecycle Ltd
Office address of the Skyecycle Ltd, Unit 2. Itchen Business Park. Kent Road, Southampton SO17 2LJ
Company/Organisation: Post code SO17 2LJ
Contact phone number: 023 8055 1424 Mobile phone
E-mail address: info@skyecycle.co.uk
5.a. Are you an employee of this Business/Organisation YES X No
If YES, please state your position within the Business/Organisation:
If NO you must supply a letter with this application form from the Charity/Society to benefit from the collection which is authorising you to organise the collections on behalf of the charity/society's.
Licensing history of Charity/Collection Company
6. Has the applicant, charity or collections company ever held a house to house collection permit before? Yes No
If 'Yes', who issued it? Darlington Borough Council
What date was it granted? 02 /06 \$2018 What licence number was it? DL18/00780/HOUSE
S.a. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order with this local authority, refused, or revoked before?
i.b. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order, with any other authority refused, or revoked before?
If Yes, where was it held; when was it refused, or revoked and why was it revoked?  We are refused licenses if: the council does not support non-local charities; only 100% of the funds are allowed to be passed to charity; we have applied for too many permits per year; there are no more available dates.
Please use an extra sheet if required.

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<u>and a supplied to the same state of the same st</u>	<u> </u>		<u> </u>	<u> </u>	
Applicants (Promot	er) "Criminal Records"	history			
	ns Details. In the boxes below to of the "Rehabilitation of Offender		you may have whic	h are not considered as	
7.a. Have you ever been co reprimands? etc. (If you	nvicted of a criminal offence(s), on answer YES to this question	or received any police cautions give details in the box below	warnings or Yes	No X	
7.b. If you are waiting to he enter the court name h			If known give date of future court hearing / / date:		
Date of conviction(s)	Details of Offence(	s) and Conviction(s)	Sen	tence Or Penalty	
1 1		200000			
11		·		. A file of the formation of the state of th	
1 1	<del> </del>		7		
11	<del></del>				
1 1					
7.1	Use an extra sheet	of paper if required			
exemption granted by the s The applicants attention is Collections Regulations 1	y area unless the promoter is Secretary of State from obtaini drawn to the House to House 947 (as amended); on the all be made not later than the	ng a licence from this author e Collections Act 1939, and 12 December 1947. This	ity.) to paragraph 4 of paragraph provide	the House to House	
Declaration					
collection must ta	should a House to Ho ke place in strict com and fully understand.	ouse Collection Licer pliance with the Ho	nce be grante use to House	d to me the Regulations,	
	s also necessary for me collection having take		form of staten	nent within at	
In pursuance of Se licence allowing me	ction 2 of the House to to promote the collec	House Collections Action, of which particul	ct 1939, i herel ars are given i	oy apply for a n this form.	
Applicants Signature	the f	Date applica	nt signed form	27/06/2018	





01629 813000

Unit 71

Storforth Lane Trading Estate

Hasland

Chesterfield

S41 0QZ

01629 813000

29/01/2018

Letter of Authorisation - Skyecycle

To whom it may concern,

This letter authorises Skyecycle Ltd to collect used clothing shoes and other items on our behalf for reuse and recycling.

We receive £75 net per tonne of goods collected by bag drop and collection on our behalf, and £120 net per tonne on goods deposited in the clothing banks. The payment is due monthly.

Our registered charity number is 1150183

Bank details Lloyds

30 97 51

49473368

Kindest regards

Peter Blackshaw

Trustee NHBCH

#### **FUNDRAISING AGREEMENT**

Date: 1" November 2017

Between: National Hereditary Breast Cancer Helpline Charity (NHBCH) and Skyecycle Ltd each of whose details are set out in Schedule 1.

#### Background:

- (A) National Hereditary Breast Cancer Helpline Charity Ltd (the Client) wishes to raise funds for its public benefit objects and specifically the purposes stated in the Specification.
- (B) Skyecycle (the Provider) has expertise in the provision of fundraising services.

#### Terms and conditions:

#### 1. Interpretation

Definitions and interpretation provisions set out in Schedule 6 apply.

#### 2. Service Delivery

- 2.1 The Provider shall in the capacity specified in Schedule 1 provide the Fundraising Services for the Contract Period, in accordance with the Specification and the Standards.
- 2.2 The Provider shall, for the Contract Period, maintain a Provider Contact approved by the Client (such approval not to be unreasonably withheld).

#### 3. Standards

- 3.1 The Provider shall provide the Fundraising Services to the Client with reasonable care, skill and diligence, in accordance with:
- 3.1.1 All applicable legal requirements;
- 3.1.2 The Institute of Fundraising Code of Practice, 'Best Practice for Fundraising Contracts'
- 3.1.3 The Textile Recycling Association Code of Practice and any other code of practice applicable to the Provider, and/or the Fundraising Services and/or this Agreement and/or (as notified in writing to the Provider) the Client:
- 3.1.3 The elements in the Specification prescribing service standards;
- 3.1.4 Obligations of the Client under any grant, contract, or statutory duty, or otherwise as notified in writing by the Client to the Provider:
- 3.1.5 Further reasonable Client instructions within the scope of the Specification.
- 3.2 The Provider shall in providing the Fundralsing Services act at all times in the manner which:
- 3.2.1 promotes the public benefit purposes of the Client;
- 3.2.2 in the reasonable opinion of the Client does not and is not likely to damage its good name, image, reputation, or intellectual property rights;
- 3.2.3 is not misleading and does not impose upon or create for the Client any liability (except any expressly provided for under this Agreement).
- 3.3 If there is any inconsistency between the principal terms and conditions of this Agreement and/or the Specification and/or the Standards, or between any of the Standards (subject to contrary agreement) the more demanding requirement shall apply.

Agreement between National Hereditary Breast Cancer Helpline and Skyecycle ~ 30 October 2017 1 of 16

- 3.4 Without prejudice to Clause 3.1 the Provider shall ensure that:
- 3.4.1 It has adequate resources to provide the Fundraising Services properly and efficiently throughout the Contract Period;
- 3.4.2 Provider Personnel are fully and properly trained and supervised in accordance with and fully comply with all specified criteria and requirements in the Standards;
- 3.4.3 Provider sub-contractors are reasonably selected and supervised and comply with the terms and conditions of this Agreement.
- 3.5 The Provider shall (without prejudice to Clause 3.1), comply with any agreed minimum requirements and use its reasonable endeavours to meet any agreed performance targets.
- 3.6 If the Provider is a Professional Fundraiser, the Professional Fundralser statutory statement agreed in Schedule 3 shall be made in relation to every representation in relation to this Agreement that funds are being raised for charitable purposes.

#### 4. Client's obligations

The Client shall:

- 4.1 provide all co-operation, information and support reasonably requested by the Provider in relation to its provision of the Services;
- 4.2 provide access to all operational and financial information reasonably requested by the Provider to enable to it perform its obligations under this Agreement;
- 4.3 ensure all decisions of the Client in relation to this Agreement are made with proper authority emanating from its Board of Trustees (or governing committee) and that they are integrated with the Client's other operational, fundraising and promotional activities;
- 4.4 maintain a Client Contact for the Contract Period;
- 4.5 perform any specific Client obligations set out in the Specification.

#### 5. Liaison, reporting and review

- 5.1 The parties shall ensure that their authorised representatives and in particular the Primary Contacts meet as often as is necessary during the Contract Period for the proper and efficient delivery of the Fundraising Services and at least as often as is specified in Schedule 5.
- 5.2 The Provider shall, in addition to oral reporting in and outside meetings, provide written reports containing reasonable detail to the Client during and at the end of the Contract Period, as specified in Schedule 5, in respect of its performance of the Fundraising Services with reference to Key Performance Indicators.
- 5.3 The parties shall undertake formal reviews of this Agreement in accordance with any review timetable specified in Schedule 5 and at least a reasonable time prior to any prospective renewal date.

#### 6. Record keeping, rights of inspection

6.1 Each party shall apply proper financial and management systems and properly maintain and update records (respectively, in accordance with any requirements specified in Schedule 5), for

the Contract Period and maintain them for at least two years after termination or expiry of this Agreement.

6.2 Each party shall on reasonable notice and at reasonable times and otherwise in accordance with the other's reasonable instructions, permit any authorised representative of the other, and in the case of the Provider, any funder or regulator of the Client requiring such access under its arrangements with the Client, to inspect and take copies of any of the records and the Provider shall procure for the Client and such funders and regulators the same rights in respect of all Provider Sub-contractors.

#### 7. Client intellectual property rights

The Client licenses the Provider, as non-exclusive license for the Contract Period, in delivering the Fundraising Services, in accordance with this Agreement only, to use Client intellectual property rights in accordance with necessarily implied or express provisions of this Agreement (including the Client's reasonable instructions) and nothing in relation to this Agreement shall otherwise imply any transfer or further licensing of any such rights.

## 8. Copyright and database rights

- 8.1 The Provider assigns copyright and database rights to the Client in all Client specific materials (in any medium) generated under this Agreement.
- 8.2 Such assignment does not extend to rights in material developed by the Provider independently from this Agreement, or generic materials produced under this Agreement, except as incorporated into Client specific materials.
- 8.3 The Provider grants the Client a non-exclusive, perpetual, non-transferable, royalty-free licence to use such incorporated generic material to the extent it is so incorporated.

## 9. Confidentiality and Publicity

- 9.1 Both parties shall keep in confidence any information of a confidential nature obtained under this Agreement, or relating to this Agreement and shall not use or divulge it to any person without the written consent of the other party.
- 9.2 The preceding clause does not apply to information:
- 9.2.1 In the public domain (otherwise than by breach of this Agreement);
- 9.2.2 In the lawful possession of the receiving party prior to the date of this Agreement (other than through liaison between the parties prior to and in anticipation of this Agreement);
- 9.2.3 Obtained from a third party free to divulge it;
- 9.2.4 required to be disclosed by a Court or other competent authority;
- 9.2.5 Properly disclosed on a confidential basis to personnel, subcontractors or professional advisers of the respective parties, for the purposes of this Agreement.
- 9.3 No public announcement or other publicity concerning this Agreement shall, unless required by law or competent authority, be made, or issued, by either party, without the prior written consent of the other.

### 10. Data capture and protection

12.1 The Provider shall capture such Data under this Agreement and in such form as may be prescribed in the Specification.

- 10.2 All Data supplied by the Client to the Provider, or captured by the Provider, or any Provider Sub-contractor shall be used by the Provider and (as the Provider shall procure) any Provider Sub-contractor, only for the purposes of and in accordance with the provisions of this Agreement.
- 10.3 The Provider shall, on termination or expiry of this Agreement, as soon as is reasonably practicable, return or provide (as applicable) all copies of such Data to the Client or destroy all such copies in accordance with the Client's reasonable instructions.
- 10.4 Each party shall ensure that all its respective legal obligations concerning data protection are complied with in respect of all Data.

#### 11. Indemnity

- 11.1 The Provider shall indemnify the Client in respect of any liability to any third party arising as a result of any acts or omissions of Provider Personnel, or Provider Sub-contractors, employed or engaged by the Provider in relation to this Agreement.
- 11.2 The Client shall ensure that the Provider is reasonably consulted and informed by the Client in relation to any claims made, or proceedings initiated, by any third party which are relevant to Clause 11.1 and in particular that the Provider has a reasonable opportunity to comment on the terms of any proposed payment or settlement of any such claim or proceedings.

#### 12. Insurance

- 12.1 The Provider shall have in place and maintain for and in relation to the Contract Period appropriate insurance against all risks normally covered by a comprehensive policy of insurance in respect of the provision of services in the nature of the Fundralsing Services, including adequate public liability insurance.
- 12.2 The Provider shall, on request, provide to the Client a copy of the Insurance policy or policies required under Clause 12.1 with reasonable evidence of payment of the respective current premium(s).

#### 13. Limitation of liability

The appropriateness of any limitation of liability under this Agreement has been specifically explained by the party seeking such limitation, specifically agreed and is set out in Schedule 6.

#### 14. Termination

- 14.1 Any right of termination of this Agreement by written notice is specified in Schedule 1.
- 14.2 Either party may terminate this Agreement by written notice if the other party:
- 14.2.1 Has committed a fundamental breach of this Agreement;
- 14.2.2 Is in breach of the Agreement and has falled to remedy such breach within four months receipt of a written notice from the notifying party requiring the breach to be remedied;
- 14.2.3 repeats any breach in respect of which a remedy notice was issued;
- 14.2.4 Commits or suffers any Insolvency Event.
- 14.3 The Client shall be entitled to terminate this Agreement by written notice if: 14.3.1 Any Key Individual specified in the Specification ceases to be personally available to deliver the Services for a material period and is not replaced to the satisfaction of the Client;

14.3.2 The Provider becomes subject to the Control of any party which does not Control it at the Agreement Date.

#### 15. Consequences of Termination

- 15.1 In the event of any termination of this Agreement (provided termination is not by reason of the Client's default) the Client shall be entitled, at its option, to assume direct responsibility for the relevant fundraising activities and/or to appoint any third party or parties to promote and continue such activities and the Provider shall provide reasonable co-operation to ensure, as far as possible, continuity of such activities.
- 15.2 Any right to terminate and the Client's right under Clause 15.1 are without prejudice to any other rights in respect of any relevant breach and to rights which accrued prior to termination.
- 15.3 Any provision of this Agreement which expressly or by necessary implication is intended to have effect after expiry or termination of this Agreement shall continue to have such effect for the intended further period.

#### 16. Amendment

16.1 The Agreement may be amended only in writing signed by or on behalf of each party (subject to any rights of either party in writing and on reasonable notice reasonably to update or vary, payment provisions, the Specification, or any other provision of this Agreement, as specified in Schedules 4 or 5).

#### 17. Force Majeure

- 17.1 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control, (subject to giving the other party full particulars of the circumstances and using all reasonable endeavours to resume performance as soon as possible). Such circumstances shall not include strikes or industrial disputes (except where affecting similar businesses in similar circumstances), fallures by sub-contractors (except where due to strikes or industrial disputes affecting similar businesses in similar circumstances) or shortages of labour.
- 17.2 A party exposed to force majeure delay under Clause 17.1 shall be entitled to terminate this Agreement on written notice.

#### 18. Non-Waiver

No forbearance or delay by either party in enforcing provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of rights in respect of any breach of this Agreement operate as a waiver of any rights in respect of any other breach.

#### 19. Assignment and sub-contracting

- 19.1 Neither party may assign the benefit of this Agreement without the written consent of the other.
- 19.2 The Provider may only sub-contract performance of its obligations under this Agreement, as specified in the Specification, or as agreed in writing by the Client.

#### 20. Dispute Resolution

Agreement between National Hereditary Breast Cancer Helpline and Skyecycle - 30 October 2017 5 of 16



- 20.1 Any dispute arising in connection with this Agreement shall be notified in writing by one party to the other and shall first be addressed by direct personal liaison between the respective Primary Contacts.
- 20.2 If any dispute has not been resolved under clause 20.1 within 1 month of such notification, the matter shall (if applicable) be referred to be resolved by direct liaison between more senior individuals nominated by each party.
- 20.3 If any dispute has not been resolved by such senior officers within a further 10 Working Days the matter may be referred at the option of either party, within a further 5 Working Days, to mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Dispute Resolution (Registered Company Number: 2422813; Registered Charity Number 1060369; www.cedr.co.uk) and where any such reference is made neither party shall commence legal proceedings in respect of the relevant matter until such procedure is complete.

#### 21. Notices

- 21.1 Any notice from either party to the other under this Agreement may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to this Agreement, or as otherwise notified in writing, or by transmission, with due transmission receipt, to a fax number or e-mail address notified in writing for the purpose.
- 21.2 Any personally delivered, faxed or e-mailed notice shall be deemed received on the day it was delivered or sent if it was delivered or sent on a Working Day before 4.30pm and otherwise on the next Working Day.

#### 22. Entire Agreement

22.1 The Agreement (incorporating its Schedules) is the exclusive statement of the agreement between the parties in relation to the Fundraising Services. It supersedes all previous communications, representations, arrangements and agreements between the parties relating to the Fundraising Services.

#### 23. Third Parties Rights

23.1 This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### 24. Law

24.1 This Agreement is governed by and shall be construed in accordance with the law of England and Wales, unless otherwise specified in Schedule 2.

In Witness the parties have below executed this Agreement with effect from the Date in the heading

Signed:

On behalf of National Hereditary Breast Cancer Helpline Charity Ltd

Name:

Peter Blackshaw

Position:

Trustee

Signed:

On behalf of Skyecycle Ltd

Name:

Inese Moncevica

Position:

**Director** 

#### Particular contract details

#### 1. Client details

Name: National Hereditary Breast Cancer Helpline Charity Ltd (NHBCH)

Legal Status: Company limited by guarantee, registered charity.

Registered/Principal Office: Unit 71, Storforth Lane Industrial Estate, Hasland, Chesterfield, S42

0QZ

Registered Charity Number: 1150183

#### 2. Provider details

Name: Skyecycle Ltd

Legal Status: Registered Company

Principal Office: 46 Station Road, Harrow, HA2 7SE

Registered Company Number: 06753128

### 3. Provider Fundraiser Status in relation to this Agreement

#### 4. Fundraising Objectives

4.1 Objectives - to raise significant funds for National Hereditary Breast Cancer Helpline charity.

4.2 Means of achieving them - by allowing Skyecycle to use National Hereditary Breast Cancer Helpline's name and brand to collect and re-sell surplus clothing and household items gathered by door to door collection (D2D), and through static collection banks (Textile banks), with Skyecycle Ltd paying an agreed sum per tonne collected.

#### 5. Contract Period

From: 15th November 2017

#### 6. Termination on notice provision

6.1 This Agreement may be terminated by either party giving 9 months written notice to the other if one or more of the following occurs:

- a) The terms of this agreement are broken and the problem cannot be resolved within four months (exclusive of the 9 months notice period)
- b) NHBCH or Skyecycle cannot meet its financial obligations when they fall due, or go into administration or receivership
- c) Where UK legislation changes and undermines the effective working relationships or its practices

#### 7. Area

7.1 The Provider is appointed to provide the Fundralsing Services across the whole of the UK.

#### 8. Governing Law

8.1 This Agreement is governed by and shall be construed in accordance with the law of England and Wales and operations carried out by either party in those two countries must comply with



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the relevant laws. Operations in Scotland and in Northern Ireland must comply with the law of each of those jurisdictions.

#### Specification

- Skyecycle agrees to donate to NHBCH an agreed part of its turnover achieved through the
  recycling of clothing and other household items across the UK, using the NHBCH brand name
  and reputation via;
  - a) Door to door distribution and collection of recycled clothing bags
  - b) Static collection banks (Textile banks)
  - c) Any other initiatives taken by Skyecycle to be approved by NHBCH from time to time
- 2. When operating for the benefit of NHBCH, Skyecycle and its associated contractors will operate within British Law and the agreed Best Practices
- 3. NHBCH to allows Skyecycle:
  - a) The use of the NHBCH logo and certain other images and information but only as approved beforehand by NHBCH
  - b) To collect textiles for recycling in all parts of the UK, but only on the basis that Skyecycle consistently follows an agreed expansion plan during the period of this agreement
- 4. NHBCH and Skyecycle will make every effort to assure members of the public, local authorities, and businesses which support the charity, that the recycling activities of Skyecycle and its associated companies have been approved by NHBCH and are being carried out in a professional, legal and ethical manner

#### Skyecycle obligations to NHBCH

- Skyecycle is responsible for all aspects of its NHBCH recycled textiles operation, and for all administration and costs associated with this.
- 2. Skyecycle must train and supervise its employees, representatives and agents to operate by the following Code of Conduct:
  - a) Operate by the Code of Conduct at all times
  - b) Do not harm the good name and reputation of NHBCH
  - c) Always to be dressed in a clean, smart-casual manner, act in a businesslike and friendly way, and have an appearance that will not give rise to suspicion or concern by members of the public
  - d) Always carry a photo ID card with a design and wording that has been approved by NHBCH and be willing to politely show this ID to anyone who asks to see it
  - e) Never ask for, or take, cash payment or payment in kind for the textiles collected
- 3. Skyecycle will supervise the appointment and the operations of self-employed team leaders and individual collectors (volunteers) with whom it cooperates to ensure that all are working legally and willingly. In particular Skyecycle will:
  - a) Require all team leaders and their individual collectors (volunteers) to complete, sign and date a form, one of copy of which they will keep and one copy of which they will supply to Skyecycle for its records. This form will:
    - 1. Provide their name, address, nationality, passport number, or ID number
    - ii. Contain a statement that they are entitled to work in the UK and that they are working willingly and not under any kind of duress
    - ili. A statement that they have read and understood the "Code of Conduct" under which they are required to operate, and that they commit to abide by it. The Code of Conduct is to be printed on the reverse of the form.
    - iv. Be available in the native language for those who cannot understand it in English
- 4. In advance of the distribution and collection of recycled clothing bags Skyecycle must:
  - a) Make accurate applications for H2H collection licences to the relevant local authorities and any other authorities as necessary, along with any relevant information NHBCH comply with any relevant requirements of these authorities
  - Ensure that all applications for house to house collection licenses are checked and signed by an authorised representative of Skyecycle and that letters are printed on Skyecycle letterhead when necessary.
- 5. Once approval for such distribution and collection has been achieved, Skyecycle must immediately inform NHBCH in writing of all intended bag distribution programmes, so that NHBCH can arrange press releases and deal with any queries that may arise. Skyecycle must ensure that collections of filled bags are made on the dates indicated to householders at the time of distribution.
- 6. All recycled clothing bags must:

- a) Conform to a quality standard, design and wording approved beforehand by NHBCH and ordered and paid for by Skyecycle with the prior knowledge of NHBCH.
- 7. Skyecycle will ensure that applications are made for container sites (Textile Banks) to retailers, local authorities, schools, and the owners of other suitable sites.
- 8. Skyecycle will be responsible for the subsequent delivery, maintenance, good appearance, and emptying of these containers.
- Skyecycle will maintain a telephone helpline with associated voicemail service for members of the public to call with questions, feedback or complaints. Skyecycle will ensure that:
  - a) the system is adequate to handle the volume of calls and messages;
  - b) all calls are responded to within one working day of receipt.
- 10. Skyecycle will respond to all messages related to their recycling activities received by NHBCH and forwarded to them within five working days of receipt.
- 11. Skyecycle must not use the NHBCH logos, images, or other information about the charity on any of Skyecycle's marketing materials, other printed materials, textile banks and containers, videos, photographs, Skyecycle website, other internet-based media, vehicles, clothing or ID cards, in the UK or in any other country, without the previous permission in writing from NHBCH.
- 12. Skyecycle will provide NHBCH with a monthly Door to Door Collections Report within one month after the month to which the report relates (two months after the first date of the month to which the report relates).
- 13. Skyecycle will make monthly donations to NHBCH according to the Door to Door Collections Reports at the rate of £75 per tonne of collected textiles. Payments will be made within two months of the end of the calendar month to which they relate.
- 14. Skyecycle will provide NHBCH with monthly Textile Banks Collections Reports within one month after the month to which the report relates (two months after the first date of the month to which the report relates), each report showing collection dates (monthly) and kilos collected per particular area.
- 15. Skyecycle will make monthly donations to National Hereditary Breast Cancer Helpline according to the Textile Banks Collections Reports at the rate of £120 per tonne of collected materials. Payments will be made within two months of the end of the calendar month to which they relate.
- 16. Skyecycle will notify NHBCH immediately of any relevant information about:
  - a) Changes within Skyecycle
  - b) Positive or negative feedback from the public or from other sources
  - c) Problems it is encountering
  - d) New information about trends or news from the recycled clothing market

# National Hereditary Breast Cancer Helpline (NHBCH) obligations to Skyecycle

- NHBCH agrees to allow Skyecycle to benefit from the use of its logo, images, and other
  marketing material (leaflets, newsletters etc) to promote the collection of recycling textiles in all
  parts of the UK.
- NHBCH agrees to Skyecycle having exclusive collection rights for the whole of the UK, on the
  basis that Skyecycle consistently follows an expansion plan (to be agreed) during the period of
  this agreement.
- NHBCH will actively promote, at NHBCH's cost, the charity's relationship with Skyecycle, the
  existence of the contract and the Code of Conduct, the Textile Bank sites, D2D distribution and
  collections through NHBCH website, facebook, twitter and any other media channels.
- 4. NHBCH will always give a quick response to requests for approval of marketing materials and will always provide advice and helpful comments.
- 5. NHBCH will seriously consider any new ideas for promoting new initiatives to promote recycling for the benefit of NHBCH, although cost will always be a key consideration.
- 6. NHBCH will keep Skyecycle well-informed of news about the charity through the regular management meetings.
- 7. NHBCH will maintain an email address for the receipt of questions, concerns and complaints about Skyecycle's recycling activities. It will also record messages received by other means including the telephone and the website enquiry form, and will forward to Skyecycle all messages received by whatever means within one working day of receipt.
- 8. NHBCH will ensure that applications are made for container sites (Textile Banks) to retailers, local authorities, schools and the owners of other available sites.
- 9. NHBCH will support Skyecycle in all possible ways to obtain the Exemption order that enables to promote H2H collections without the need for a licence: make accurate applications to the relevant local authorities and any other authorities as necessary; apply for H2H collection licence as necessary etc.

#### **Contract management provisions**

- 1. Provider Contact details: a Trustee (currently Peter Blackshaw) or any other employee nominated by NHBCH.
- 2. Client Contact details: a Director of Skyecycle Ltd (currently Inese Moncevica) or any other nominated employee with the agreement of NHBCH (that agreement not to be unreasonably withheld).
- 3. Liaison meeting regime: the agreement will be managed through regular meetings, not less than 3 months apart, of the primary contacts (or their representatives as agreed between the two parties). These meetings are to be arranged by Skyecycle Ltd.
- 4. Reporting regime: Skyecycle are to provide NHBCH with monthly reports showing precise tonnages of items collected by both door to door collection and collection banks. These reports, which can be submitted electronically, are to be received within 1 month after the calendar month to which they relate (two months after the first date of the month to which the report relates).
- 5. Review process: this agreement will be subject to an annual review meeting.

#### Interpretation

1. In the Agreement the following definitions apply:

"Agreement Date" the date of this Agreement;

"Area" as specified in Schedule 2;

"Client Contact" the principal Individual contact of the Client for the purposes of this Agreement;

"Contract Period" as specified in Schedule 2;

"Control" ultimate control over more than 50% of the votes governing decisions in a relevant organisation;;

"Data" all regulated data captured, controlled or processed in relation to this Agreement;

"Fundraising Services" as outlined in Schedule 1 and detailed in the Specification;

"insolvency Event" the calling of any creditors meeting; the appointment of any receiver, administrator, or administrative receiver over all or any part of assets or undertaking; the presentation of a winding-up or bankruptcy petition; the convening of a meeting to pass a winding up resolution; entering into liquidation; a bankruptcy petition issued in respect of any director, owner or key individual; the suspension or cessation of business; any threat to suspend or cease business;

"IOF Code" the codes of practice for the time being of the Institute of Fundraising (Registered Charity Number: 1079573; <a href="www.institute-offundraising.org.uk">www.institute-offundraising.org.uk</a>);

"Key Performance Indicators" as specified in the Specification;

"Primary Contacts" the Client Contact and Provider Contact;

"Provider Contact" the principal individual contact of the Provider for the purposes of this Agreement;

"Provider Personnel" every individual employed or engaged by the Provider in delivering any part of the Fundraising Services, whether as agents, consultants, employees, independent contractors, volunteers or otherwise;

"Provider Sub-contractors" every corporate person, freelance operator or other organisation providing services to the Provider in relation to this Agreement, including every individual

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employed or engaged by such sub-contractor in delivering any part such services, whether as agents, consultants, employees, independent contractors, volunteers or otherwise;

"Specification" the methodology, content and details of the Fundraising Services as specified in Schedule 2 (as amended from time to time by agreement between the parties);

"Standards" as specified in Clause 3;

"Working Day" 9.00am to 5.00pm Monday to Friday excluding official bank holidays in England and Wales.

- 2. In this Agreement (subject to manifest contrary intention):
- 2.1 The singular includes the plural and vice versa;
- 2.2 references to clauses, sub-clauses and schedules are to clauses, sub-clauses and schedules to this Agreement;
- 2.3 headings to clauses are for reference only and not interpretation;
- 2.4 references to statutory provisions respectively include any provision which amends, replaces or supplements them;
- 2.5 Every indicative list, or use of the words "including" or "in particular", or any cognate, or similar words apply without limitation and without prejudice to the generality.

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Report of the Trustees and Financial Statements for the Year Ended 31 March 2016 For National Hereditary Breast Cancer Helpline

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# Trustees' report for the Year Ended 31 March 2016

The trustees who are also directors of the charity for the purposes of the Companies Act 2006, present their report with the financial statements of the charity for the year ended 31 March 2016. The trustees have adopted the provisions of the Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard for Smaller Entities (FRSSE SORP) (effective January 2015).

## Registered company number

07877025 (England and Wales)

### Registered charity number

1150183 (England and Wales)

#### Registered office

St Anne's Cottage Over Haddon Derbyshire DE45 1JE

### Principal professional advisers

#### **Bankers**

NatWest Bank Plc Derby City Branch 7 Market Place Derby DE1 3ZF

Lloyds Bank Church Street Sheffield Branch PO Box 1000 BX1 1LT

### **Independent Examiners**

Mabe Allen LLP 50 Osmaston Road Derby DE1 2HU

# **National Hereditary Breast Cancer Helpline**A Company Limited by Guarantee

### Trustees' report for the Year Ended 31 March 2016 - Continued

#### **Trustees**

Richard Horsley (appointed 7 October 2016) John Pitman (appointed 7 October 2016) Wendy Watson (resigned 7 October 2016)

The Trustees present their Report and the unaudited Financial Statements for the year ended 31 March 2016.

# STRUCTURE, GOVERNANCE AND MANAGEMENT Governing document

The organisation is a company limited by guarantee, incorporated on 9 December 2011 and registered with the Charity Commission as a registered charity on 14 December 2012 as amended by special resolution registered at Companies House on 11 December 2012.

The company was established under a Memorandum of Association, which established the objects and powers of the charitable company, and is governed under its Articles of Association.

#### Recruitment and appointment of trustees

The current Trustees are detailed above. If recruitment is required this will follow the policy and procedures to ensure that all legal and good practice requirements are met.

To enhance the work of the charity, the trustees appointed would have an interest in the work being carried out into Hereditary Breast Cancer.

#### **Trustee Induction and Training**

Any new Trustees are given details of the rules and objectives of the Charity.

They are invited to work in the central distribution centre and meet some of the volunteers, together with attending meetings held by the support groups.

#### **Risk Management**

The Trustees have assessed any significant risks that the Charity may be exposed to and have taken measures to ensure any potential risks are minimised.

# National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

# Trustees' report for the Year Ended 31 March 2016 - Continued

#### **Organisational Structure**

Trustees are responsible for the overall management and control of the charity. The Trustees are grateful to the many volunteers who give their time to the charity. In total this represents many hours of work, but without which the National Hereditary Breast Cancer Helpline would not be as successful.

The Trustees believe that the organisation is well placed to fulfil the objectives of the charity into the future.-

#### **OBJECTIVES AND ACTIVITIES**

The charity's objective is to promote and protect good health and relieve sickness for the public benefit by:

- Operating, organising, managing and promoting an association for the training and/or education and/or general advice into all areas of hereditary breast cancer;
- 2) Managing a national helpline for the delivery of advice about hereditary breast cancer; and
- 3) Helping and supporting anyone concerned about their increased risk of developing breast cancer due to family history.

In order to achieve this objective the charity has opened charity shops, which also act as community support and information centres, providing support to patients and families affected by hereditary cancer via discussion with volunteers and provision of resources.

This will also raise community awareness of hereditary cancer to promote early detection and management.

The helpline is available 24 hours per day, and has identified other volunteers by way of training courses to help lead other groups around the UK.

The charity will continue to make use of the 36 existing Hereditary Breast Cancer support groups set up by Wendy Watson who will attend meetings and events where possible. Each group is made up of 50 volunteers and 3 administrators and the aim is to build links with local genetic services. Each information and support centre will be attached to a local support group which will assist in the Identification and subsequent referral and management of high risk families.

The charity will build links to encourage triangulation between clinicians, patients and researchers. This will improve the focus and governance of research.

In determining the charity's objectives and planning its activities, the trustees have had due regard to guidance published by the Charity Commission on public benefit.

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#### **ACHIEVEMENTS AND PERFORMANCE**

The NHBCH continued to receive a steady stream of calls for the year ending 31<sup>st</sup> March 2016 via a 24 hour telephone support and information service. Together with the assistance of two main professional advisors, Professor Gareth Evans and Professor Julian Barwell, the charity aims to provide reliable answers and support to those in need without undue delay. Professor Gareth Evans is a professor in Clinical Genetics Manchester RGS, a NIHR Senior Investigator and the NICE Guidleline FBC Committee Lead Clinician, whilst Professor Julian Barwell is a consultant in Clinical Genetics/Honorary Professor in Genetic Medicine at the University of Leicester. The charity is extremely grateful for the assistance and expertise provided by Professor Evans and Professor Barwell.

In light of the increasing economic pressures faced by the retail sector, a decision was taken towards the end of the financial year to undertake a full evaluation of all the charity shops. However, all the shops continue to be a source of information via the distribution of literature and contact details of the helpline. The shops are also staffed by key volunteers and assisted by over 60 unpaid volunteers, our thanks go to them all for their continued support, time and hard work.

The 25 support groups continued during the year supported by over 50 unpaid volunteers, the groups hold meetings to provide local support and information to those affected by hereditary breast cancer. Again our thanks go to them for all their continued support, time and hard work.

The charity continues to campaign to raise awareness of hereditary breast cancer via television and radio interviews and through press reports. To continue to raise the awareness of the impact of this faulty gene and of the charity, a part time fund raiser and campaigner was appointed in March 2016. As grant funding is increasingly difficult to obtain, the remit of this appointment is to increase external funding as well as to raise awareness of the charity.

# FINANCIAL REVIEW Income generation

The director of the charitable company has loaned funds to provide the initial working capital for the shops to be opened. There are no specific repayment terms for the loan but the director has confirmed that she will continue to make funds available to the charity until it can meet its liabilities as they fall due.

The majority of incoming resources in the year 90% (2015: 88%) was charity shop income. An unrestricted contribution of £50,000 was also received during the year from a charitable foundation to help towards the costs of running the Helpline.

# National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

# Trustees' report for the Year Ended 31 March 2016 - Continued

#### **Reserves policy**

The charity aims to hold reserves in order that the level of service provided by the Helpline can be maintained should there be a reduction in incoming resources. At 31 March 2016 the charity had unrestricted reserves of £26,763 (2015: £49,760). The surplus situation is expected to continue such that the charity will have positive free reserves in the future.

#### Trustees' responsibility statement

The trustees are responsible for preparing the Trustees' Annual Report and the financial statements in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

Company law requires the trustees to prepare financial statements for each financial year, which give a true and fair view of the state of affairs of the charitable company and of the incoming resources and application of resources, including the income and expenditure, of the charitable company for that period. In preparing these financial statements, the trustees are required to:

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the Charities SORP (FRSSE) (effective January 2015);
- make judgements and estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the charitable company will continue in operation.

The trustees are responsible for keeping adequate accounting records that disclose with reasonable accuracy at any time the financial position of the charitable company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the charitable company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

# National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

# Trustees' report for the Year Ended 31 March 2016 - Continued

#### **PUBLIC BENEFIT**

The Trustees, in exercising their powers and duties, have complied with their duty in Section 4 of the Charities Act 2011 to have due regard to the public benefit guidance published by the Charity Commission. In preparing the report and accounts the trustees have complied with the requirements set out in that guidance to report on the significant activities and achievements of the charity in 2015/16. They have reported in a way that both sets out the aims and strategies of the charity and demonstrates how the aims and activities of the charity were carried out for the public benefit.

On behalf of the Board

Trustee - John Pitman

31 January 2017

# Independent Examiner's Report to the Trustees of National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

I report on the accounts of the company for the year ended 31 March 2016 which are set out on pages  $9\ \text{to}\ 23$ .

### Respective responsibilities of trustees and examiner

The trustees (who are also the directors of the company for the purposes of company law) are responsible for the preparation of the accounts. The trustees consider that an audit is not required for this year under section 144(2) of the Charities Act 2011 (the 2011 Act) and that an independent examination is needed. The charity's gross income exceeded £250,000 and I am qualified to undertake the examination by being a qualified member of the Institute of Chartered Accountants in England and Wales.

Having satisfied myself that the charity is not subject to audit under company law and is eligible for independent examination, it is my responsibility to:

- examine the accounts under section 145 of the 2011 Act;
- follow the procedures laid down in the general Directions given by the Charity Commission under section 145(5)(b) of the 2011 Act; and
- state whether particular matters have come to my attention.

### Basis of independent examiner's report

My examination was carried out in accordance with the general Directions given by the Charity Commission. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts, and seeking explanations from you as trustees concerning any such matters. The procedures undertaken do not provide all the evidence that would be required in an audit and consequently no opinion is given as to whether the accounts present a 'true and fair view' and the report is limited to those matters set out in the statement below.

# Independent Examiner's Report to the Trustees of National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

#### **Independent examiner's statement**

In connection with my examination, no matter has come to my attention:

- which gives me reasonable cause to believe that, in any material respect, the requirements:
  - to keep accounting records in accordance with Section 386 of the Companies Act 2006; and
  - to prepare accounts which accord with the accounting records, comply with the
    accounting requirements of section 396 of the Companies Act 2006 and with
    the methods and principles of the Statements of Recommended Practice:
    Accounting and Reporting by Charities: the Financial Standard for Smaller
    Entities (FRSSE) (effective January 2015)

have not been met; or

to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached.

Kountbell

Kevin Slack FCA for and on behalf of Mabe Allen LLP 50 Osmaston Road Derby DE1 2HU

31st Tenucry 2017

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# **Statement of Financial Activities** for the year ended 31 March 2016

	Note	Unrestricted Funds £	Restricted Funds £	Total 2016 £	Total 2015 £
Income					
Donations	2 3	74,331	-	74,331	112,546
Charitable Activities		836,038	-	836,038	862,009
Other income	4	14,458	-	14,458	-
		<del></del>	***************************************	<del></del>	
Total Income		924,827		924,827	974,555
Expenditure				····	-
Charitable Activities	5	929,975	-	929,975	905,442
Raising funds		17,849	-	17,849	4,192
		947,824	-	947,824	909,634
Net (Expenditure)/Income		(22,997)	-	(22,997)	64,921
Fund Balances Brought Forward 1 April 2015	rd	<del>4</del> 9,760	-	49,760	(15,161)
Fund Balances Carried Forward at 31 March 2016	d	26,763		26,763	49,760
at 1 April 2015 Fund Balances Carried Forward				· · · · · · · · · · · · · · · · · · ·	

All of the above results are derived from continuing activities. All gains and losses recognised in the year are included above. The notes form part of the financial statements.

# **Summary Income and Expenditure Account** for the year ended 31 March 2016

	2016 All Income Funds	2015 All Income Funds
	£	£
Total Income of Continuing Operations	924,827	974,555
Total Expenditure of Continuing Operations	947,824	909,634
	(22,997)	64,921
Interest Receivable and Investment Income	*	·
(Loss)/Profit on Ordinary Activities before Taxation	(22,997)	64,921
Taxation	~	-
(Loss)/Profit on Ordinary Activities After Taxation	(22,997)	64,921
Retained Balance Brought Forward at 1 April 2015	49,760	(15,161)
Retained Balance Carried Forward at 31 March 2016	26,763	49,760
		***************************************

Dalaman Chast		Company No: 0	7877025
Balance Sheet at 31 March 2016	Note		
Fixed Assets		2016 £	
Tangible assets	10	46,215	57,469
Current Assets Stock Debtors Cash at Bank and in Hand	. 11	7,511	165,807 8,882
ous, at bank and irriting		26,908	26,546
Creditors: Amounts Falling Du		139,470	201,235
Creditors: Amounts Falling Du Within One Year	12	(126,827)	(143,266)
Net Current Assets		12,643	57,969
Total Assets Less Current Liabilities Creditors: Amounts falling due		58,858	115,438
After one year	13	(32,095)	(65,678)
Net Assets		26,763	49,760
Charity Funds Unrestricted Funds:			
General Funds		26,763	49,760
Total charity funds	14	26,763	49,760

Company No: 07877025

# Balance Sheet at 31 March 2016 - Continued

For the financial year the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.

### Director's responsibilities

No members have required the company to obtain an audit of its accounts for the year in question in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibility for complying with the requirements of the Act with respect to accounting records and for the preparation of accounts.

The financial statements have been prepared in accordance with the special provisions of part 15 of the Companies Act 2006 relating to small companies and with the Financial Reporting Standard for Smaller Entities (effective January 2015).

The Financial Statements were issued by the Trustees and were signed on their behalf by:

John Pitman

Trustee

31 January 2017

The annexed notes form part of these Financial Statements.

#### **Notes**

### (forming part of the Financial Statements)

### 1. Principal Accounting Policies

The principal accounting policies adopted in the preparation of the Financial Statements are set out below and also have been consistently applied within the same Financial Statements unless otherwise stated.

#### **Basis of Preparation**

The Financial Statements have been prepared on a going concern basis under the historical cost convention, modified to include contributions at fair value.

They have been prepared in accordance with the Companies Act 2006 and the Financial Reporting Standard for Smaller Entities (effective January 2015). They also comply with Statement of Recommended Practice on Accounting and Reporting by Charities (FRSSE SORP): the Financial Reporting Standard for Smaller Entities (effective January 2015).

The charity has availed itself of Paragraph 4(1) of Schedule 1 of the Small Companies and Groups (Accounts and Directors' Report) Regulations 2008 and adapted the Companies Act formats to reflect the special nature of the charity's activities.

### Company Status

The Charity is a Company Limited by Guarantee. In the event of the Charity being wound up, the liability in respect of the guarantee is limited to £1 per member of the Charity.

### **Fund Accounting**

General funds are unrestricted funds which are available for use at the discretion of the trustees in furtherance of the general objectives of the charity and which have not been designated for other purposes.

Designated funds comprise unrestricted funds that have been set aside by the trustees for particular purposes. The aim and use of each designated fund is set out in the notes to the financial statements.

Restricted funds are funds which are to be used in accordance with specific restrictions imposed by donors or which have been raised by the charity for particular purposes. The cost of raising and administering such funds are charged against the specific fund. The aim and use of each restricted fund is set out in the notes to the financial statements.

# Notes - continued (forming part of the Financial Statements)

### 1. Principal Accounting Policies - continued

#### **Income Recognition**

All incoming resources are included in the Statement of Financial Activities when the charity is legally entitled to the income and the amount can be quantified with reasonable accuracy.

Donated facilities are included in incoming resources at valuation when the benefit to the charity is reasonably quantifiable and measurable. They are valued by the trustees at the amount the charity would have been willing to pay for the services or facilities on the open market. No amounts are included in the financial statements for services donated by volunteers.

The charity recognises grant income when the charity has entitlement after performance conditions have been met, it is probable the income will be received and the amount can be measure reliably. If entitlement is not met then these amounts are deferred. Other income includes gains on disposals of assets.

Shop income comprises takings from the outlets operated by the charity in respect of the sale of goods and is accounted for when received.

#### **Expenditure Recognition**

Liabilities are recognised as resources expended as soon as there is a legal or constructive obligation committing the charity to the expenditure. All expenditure is accounted for on an accruals basis.

- Costs of raising funds.
- Expenditure on charitable activities includes costs of delivering the charity's aims.
- Other expenditure represents those items not falling into the categories above.

Irrecoverable VAT is charged as an expense against the activity for which expenditure arose.

#### Support Costs Allocation

Support costs are those that assist the work of the charity but do not directly represent charitable activities and include office costs and governance costs. They are incurred directly in support of expenditure on the objects of the charity. Where support costs cannot be directly attributed to particular headings they have been allocated to cost of raising funds and expenditure on charitable activities on a basis consistent with use of the resources.

# Notes - continued (forming part of the Financial Statements)

### 1. Principal Accounting Policies - continued

### Support Costs Allocation - continued

Fund-raising costs are those incurred in seeking voluntary contributions and do not include the costs of disseminating information in support of the charitable activities.

The analysis of these costs in included in note 5.

### Leasing and Hire Purchase

Assets obtained under hire purchase contracts and finance leases are capitalised as tangible fixed assets. Assets acquired by finance lease are depreciated over the shorter of the lease term and their useful lives. Assets acquired by hire purchase are depreciated over their useful lives. Finance leases are those where substantially all of the benefits and risks of ownership are assumed by the charity. Obligations under such agreements are included in creditors net of the finance charge allocated to future periods. The finance element of the rental payment is charged to the Statement of financial activities so as to produce a constant periodic rate of charge on the net obligation outstanding in each period.

### Tangible Fixed Assets

Tangible fixed assets are stated at cost less accumulated depreciation and accumulated impairment losses. Cost includes costs directly attributable to making the asset capable of operating as intended.

Depreciation has been computed to write off the cost of tangible fixed assets over their expected useful lives using the following rates:

Fixtures and Fittings

25% on cost

Motor vehicles

20% on cost

#### Stock

Stocks are valued at the lower of cost and net realisable value.

# Notes - continued (forming part of the Financial Statements)

### 1. Principal Accounting Policies - continued Operating Leases

Rentals applicable to operating leases are charged to the SOFA over the period in which the cost is incurred.

#### Tax

The charity is an exempt charity within the meaning of schedule 3 of the Charities Act 2011 and is considered to pass the tests set out in Paragraph 1 Schedule 6 Finance Act 2010 and therefore it meets the definition of a charitable company for UK corporation tax purposes.

### 2. Voluntary Income

Donations and Gifts	2016	2015
	£	£
Gifts and Donations	74,331	112,546
	74,331	112,546

All of the above income was attributable to unrestricted funds in 2016 and 2015.

3.	Charitable Activities	2016	2015
		£	£
	Charity Shop income	836,038	862,009
			<del></del>
		836,038	862,009

All of the above income was attributable to unrestricted funds in 2016 and 2015.

# 6

# Page 152 **National Hereditary Breast Cancer Helpline** *A Company Limited by Guarantee*

# Notes - continued (forming part of the Financial Statements)

2015	2016	Other Income	4.
£	£		
-	14,458		
		•	

All of the above income was attributable to unrestricted funds in 2016 and 2015.

•		Activities Undertaken Directly	Support Costs	Total 2016	Total 2015
5.	<b>Total Resources Expended</b>	£	£	£	£
	National Hereditary Breast Cancer Helpline Costs	917,925	29,899	947,824	909,634
	Total Resources Expended	917,925	29,899	947,824	909,634

All of the above expenditure was attributable to unrestricted funds in 2016 and 2015.

#### Allocation of Support Costs

	Basis of Allocation	Total 2016	Total 2015
		£	£
Governance Fund raising	Direct Direct	12,050 17,849	3,500 4,192
Total		29,899	7,692
		*****************	

### Page 153 Total Resources Expended - continued 5.

Charitable activities	2016	2015
	£	£
Shop sales income	836,038	862,009
Cost of sales Store costs and fundraising Staff costs Other expenses	409,227	66,669 392,865 415,005 30,903
Net expenditure on charitable activities	929,975	905,442
Governance Costs		
	Total 2016	Total 2015
	£	£
Accountants fee Fund raising	8,550 3,500	3,500
Total	12,050	3,500

#### **Trustees' Remuneration and Benefits** 6.

There were no trustees' remuneration or other benefits for the year ended 31 March 2016 nor for the year ended 31 March 2015.

# Notes - continued (forming part of the Financial Statements)

### 7. Trustees' Expenses

There were no trustee's expenses paid for the year ended 31 March 2016, nor for the year ended 31 March 2015.

### 8. Analysis of Staff Costs

There were no employees with emoluments above £60,000.

	2016	2015	
	£	£	
Salaries and Wages Social Security Costs	353,253 43,915	398,512 16,493	
Total	397,168	415,005	

#### **Staff Numbers**

The average number of full-time equivalent employees (including casual and part-time staff) during the year was as follows:-

	2016	2015
	£	£
Staff	40	43
		<del></del>

### 9. Corporation Taxation

The charity is exempt from tax on income and gains falling within Part 11 of the Corporation Tax Act 2010 or section 256 of the Taxation of Chargeable Gains Act 1992 to the extent that these are applied to its charitable objects.

Page 155

### Notes - continued (forming part of the Financial Statements)

### 10. Tangible Fixed Assets

	Vehicles	Fixtures And Fittings	Total
Cost	£	£	£
At 1 April 2015 Additions Disposals	16,600 - -	66,060 2,323	82,660 2,323 -
At 31 March 2016	16,600	68,383	84,983
Depreciation	6,640	18,551	25,191
At 1 April 2015 Charge for the year	3,320	10,257	13,577
At 31 March 2016	9,960	28,808	38,768
Net Book Value			
At 31 March 2016	6,640	39,575	46,215
At 31 March 2015	9,960	47,509	57,469

The charity held assets under Hire Purchase agreements with a net book value of £6,640 (2015: £9,960).

### Notes - continued (forming part of the Financial Statements)

11.	Debtors	2016	2015
		£	£
	Trade debtors VAT	2,685 4,826	- 8 <b>,</b> 882
		7,511	8,882
12.	Creditors: Amounts Falling Due Within One Year	£	£
	Bank Overdraft Trade Creditors Other Creditors Taxation & Social Security Key Funds Loans (see note 13) Hire Purchase Director's loan	42,797 13,674 28,546 4,826 5,000 1,984 30,000	49,775 25,538 40,261 4,678 20,000 3,014
13.	Creditors: Amounts Falling Due After More Than One Year	£	£
	Key Fund Loans Hire Purchase Director's loan	32,095 	5,000 1,984 58,694 ————

The Key fund loans are unsecured and bear interest at a rate of 6.5% per annum. They are repayable in equal instalments over 36 months.

The director's loan was unsecured and interest free.

Page 157

# Notes - continued (forming part of the Financial Statements)

14.	Statement of Funds	At 1 April 2015 £	Income £	Expenditure £	At 31 March 2016 £
	<b>Unrestricted Funds</b> General Reserve	49,760	924,827	947,824	26,763
	Total Funds	49,760	924,827	947,824	26,763

The general reserve represents the free funds of the Charity which are not designated for particular purposes.

		Unrestricted General Funds	Restricted/ Designated Funds	Total
15.	Analysis of Net Assets Between Funds	£	£	£
	Fund Balances at 31 March 2016 are Represented by:			
	Fixed Assets Current Assets Current Liabilities Longer Term Liabilities	46,215 139,470 (126,827 (32,095	- ) -	46,215 139,470 (126,827) (32,095)
		26,763	-	26,763

### 6

# Page 158 National Hereditary Breast Cancer Helpline A Company Limited by Guarantee

# Notes - continued (forming part of the Financial Statements)

### 16. Operating leases

At 31 March 2016 the charity had annual commitments under non-cancellable operating leases as follows:

	2016 £	2015 £
Expiry date Between two and five years	45,000	45,000

### 17. Control Relationship

The trustees are responsible for the overall management and control of the Charity.

### 18. Related Party Transactions

At 31 March 2016 Wendy Watson was a trustee/director of the charity. She had a loan owed to her of £62,095 (2015: £58,694). The loan was unsecured, interest free and had no fixed repayment date. The trustees approved to repay £30,000 of the loan before 31 March 2017.

Wendy's daughter, Rebecca Measures, was contracted by the charity as a fundraiser. The fundraising costs of £17,849 (2015: £4,192) relate to her remuneration and expenses.

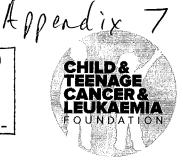


Lonsto House, Princes Lane, London N10 3LU

T: 020 8444 8859

E: info@ctclf.org - W: www.ctclf.org





#### CHILD & TEENAGE CANCER & LEUKAEMIA FOUNDATION - CTCLF

Lonsto House, Princes Lane, London N10 3LU

August 20th, 2018

Re: Application for House-to-House Collection License by Child & Teenage Cancer & Leukaemia Foundation – (CTCLF), Charity Commission Reg. No. 1156384.

Dear Sir/Madam,

I attach an application for a house-to-house collection on behalf of Child & Teenage Cancer & Leukaemia Foundation (CTCLF). This application will also be sent to you by post.

Child & Teenage Cancer & Leukaemia Foundation (CTCLF) is a registered charity in England and Wales (Charity Registration No. 1156384) and a company limited by guarantee and registered in England and Wales (Company Registration No. 8801998).

CTCLF makes donations and grants to organisations promoting research into cancer in children and teenagers. We also fund projects and charities providing services for children and teenagers with cancer or leukaemia.

Our charitable Aim & Objectives are:

#### Aim

To fund projects of charities involved in supporting cancer initiatives.

To make donations and grants to organisations undertaking this work.

To promote and fund research into cancer in children and young people.

#### **Objectives**

To support research into the causes, symptoms, distribution, pathology and treatment of cancers in children and young people.

To promote and fund practical application of this research.

To advance the education of parents, carers and others in the causes, symptoms and treatment of cancers in children and young people.

100% of the proceeds of any and all H2H collections will go directly to Child & Teenage Cancer & Leukaemia Foundation. We aim to raise at least  $£20\,000.00$  in the first year of House-to-House collections.

Should you require any further information about our charity, please contact me on 02084448859.

Thank you in anticipation of your help.

Yours faithfully,

Cira Franchi Kell

Chairman, Child & Teenage Cancer & Leukaemia Foundation (CTCLF).

Child & Teenager Cancer & Leukaemia Foundation (CTCLF) is a registered charity in England and Wales (1156384)

A company limited by guarantee and registered in England and Wales (8801998)



# OF A PRIVATE LIMITED COMPANY

Company No. 8801998

The Registrar of Companies for England and Wales, hereby certifies that

# CHILD & TEENAGE CANCER & LEUKAEMIA FOUNDATION (CTCLF)

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on 4th December 2013







### **Neighbourhood and Adult Services**

### <u>Application for a House to House Collections Permit</u>

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

For office	use only
Date	6.9.18
Fee	Free of Charge
Permit number	
	038947

Use this form to apply for a house to house promoters collection permit. The licence will allow you to authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in the locality unless the applicant is an appropriately licensed promoter by this authority, or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.

The attention of applicants for licences under the House to House Collections Act 1939 is drawn to Paragraph 4 of the House to House Collections Regulations 1947 (as amended) made by the Secretary of State on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the first day of the month preceding that in which it is proposed to commence the collection.

#### **Data Protection Act, 1998**

I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may alsouse the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations who manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in all boxes you do not enter information in.

Applicants (Pro	omoter) personal details	and the state of t	<u>in the second of the second o</u>	ne de la constanta de la const		
1. Your Title (Mr, M	rs, Miss, etc): Ms		Date of Birth:	31/01/1947		
Surname:	RANCHI	First names: CIRA	`			
Address:	CHILD AND TEENAGE CANCER AND LEUKAEMIA FOUNDATION, LONSTO HOUSE PRINCES LANE, LONDON					
			Post code:	N10 3LU		
Daytime phone number:	02084448859	Mobile phone number:				
E-mail address:	info@ctclf.org					

Details of Business	· , · · · · · · · · · · · · · · · · · ·		ble for the Coll	ection	
2. Name of Business/Org			CHILD AND TEEN	AGE CANCER AN	D LEUKAEMIA
Office address of the	LONGTO HO	USE, PRINCE	S LANE		
Business/Organisation	n: LONDON				
				Post code	N10 3LU
Contact phone number:	1 00004440050		Mobile phone number:		
E-mail address:	info@ctclf.org				
2. a. Are you an employe	e of this Business/Οπ	ganisation	YESX	No	
If YES, please state	your position within the	ne Business/O	rganisation: TRU	STEE	
*If NO, you must supply collection and which i	a letter, with this ap s authorising you to	plication form	n, from the Society lections on the soc	//Organisation to	benefit from the
Licensing history		<u>and America</u>	er Sparent de general e para litera e general e		The second secon
3. Have you, or the busine	ess ever held a house	to house colle	ection licence before	e? Yes X	No No
If 'Yes', who issued it?	Ryedale district c	ouncil			
What date was it grant	ed? 24 / 08 /	17	What liceno	e number was it?	08/18
3.a. Have you, or to your le house licence or orde	knowledge anyone as er <b>with this</b> local auth	sociated with tority, refused,	his collection, ever or revoked before?	had a house to	Yes No X
3.b. Have you, or to your leads to house licence or order	knowledge anyone as er, with any other au	sociated with t	his collection, ever l d, or revoked before	had a house to	Yes No X
If Yes, where was refused, or revoked a Please use an extra	it held, when was and why was it revoked a sheet if required.	s it d?			
Collection Details			Compared the Massile Line	San Carlo Sancara Carlo Car	
4. Name of Society/Charity from the proceeds of the	//Fund to benefit Ch	HILD AND TEI	ENAGE CANCER A	ND LEUKAEMIA I	FOUNDATION (CTCLF)
Address of the		Dringes Len			
Society/Charity/Fund	Lonsto House, I London	rinces Lan	е		
	London	· · · · · · · · · · · · · · · · · · ·	<del> </del>	Post code   I	N10 3LU
E-mail address: lipfor		<u>```````</u>			NIO SLO
info	@ctclf.org		Contact phone nun	nber: 020844488	59
4.a. Objective/aims of the S benefit from the proce Please attach recent if	eds of this collection. Iterature, & accounts o	treatme practica etc. carers	ent of cancers in child al application of this re	ren and young peopl esearch. To advance	distribution, pathology and e. To promote and fund the education of parents reatment of cancers in
<b>4.b.</b> Is the Society/Charity/F	fund a registered cha	rity Yes x	No F	Registered Charity Number	1156384

Yes

agA	licant	Promoter's	"Criminal	Records"	history	roquoet
MA	HOGHE	i iomoter s	Ommai	Records	nistory	request

- 6. Convictions & Cautions Details. In the boxes below list any convictions/cautions etc you may have which are not considered as "spent" with in the terms of the "Rehabilitation of Offenders Act 1974".
- 6.a. Have you ever been convicted of <u>any</u> criminal offence, or received any police cautions etc or are you waiting to hear about any prosecutions or other actions of any type, pending against you?, warnings or reprimands? (If you answer YES to this question give details in the box below.)
- 6.b. If you are waiting to hear about any prosecution enter the court hearing the case:

  If known, date of future court hearing date:

Date of conviction(s)	Details of Offence(s) and Conviction(s)	Sentence Or Penalty	
1 1			
1 1			
1 1			
1 1			
1 1			
1 1			
1 1			
1 1			
1 1			

### Declaration

I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand. I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection taking place.

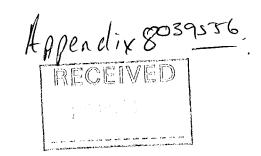
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.

<b>Applicants</b>
• •
Signature

Jufi

Date form signed by applicant

03 / 09 / 18



October 1, 2018

Dear Sir/Madam,

Re. Application for House-to-House Collection License by Yorkshire Children's Trust – YCT Reg. Charity No. 1146884.

I attach an application for a house-to-house collection license on behalf of Yorkshire Children's Trust - YCT. Also attached are copies of a Letter of Authority and an Agreement between R&MS Ltd. and YCT.

The activities of Yorkshire Children's Trust are:

Yorkshire Children's Trust provides grants to families in the Yorkshire region who have children with long term illnesses or disabilities. These grants can be used to pay for medical treatment or equipment, essential home modifications, hospital travel costs or a short UK holiday.

The charitable aims of Yorkshire Children's Trust are:

To relieve the charitable needs of families with sick or disabled children, up to the age of 18, by the provision of grants, in particular but not exclusively, towards the cost of medical equipment, home modifications or respite holidays for the family.

The YCT website is at <a href="https://www.yctrust.uk">https://www.yctrust.uk</a>

R&MS Ltd. is in its seventh year of operation, working successfully with various charities. The R&MS website is at <a href="https://www.randms.co.uk">www.randms.co.uk</a>

We are willing to attend at committee with any authority with whom we are applying for licenses. We comply with all regulations and statutory requirements, with all legal requirements and with the law of England and Wales.

If you have any questions with regards to this application, or would like to discuss any aspects of our work, please contact me at any time.

Yours sincerely,

Simon Widdop

# Yorkshire Children's

a local charity ... helping local children

6 Crown Yard • Southgate • Elland • West Yorkshire • HX5 ODQ

Date:

1st October 2018

**Our Reference:** 

**Clothing Collection Bags** 

#### TO WHOM IT MAY CONCERN

Dear Sir/Madam,

I confirm that Yorkshire Children's Trust, Charity Commission Registered No. 1146884, hereby authorises Recycling & Management Services Ltd. - R&MS Ltd. to carry out House-to-House clothing collections in your area, subject to the appropriate licences being issued and the necessary permissions obtained. R&MS Ltd. will start applying for licences this month to collect in 2018 and 2019.

Yorkshire Children's Trust offers financial support to help with the costs of medical equipment or treatment, essential home modifications or help with hospital travel costs for long-term patients. The team is also expanding the support offered to help with a one-to-one counselling service and advice on welfare and dealing with debt whilst a child is sick or disabled.

Further information about Yorkshire Children's Trust and what we do can be found on our website at www.yotrust.uk

Should you require any further information about our charity, or about our partnership with Recycling & Management Services Ltd. - R&MS, please contact me on 01422 728080.

Many thanks.

Yours faithfully

Simon Widdop

Charity Manager & Trustee









### **Neighbourhood and Adult Services**

### <u>Application for a House to House Collections Permit</u>

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

For office	use only
Date	25/10/18
Fee	Free of Charge
Permit number	039556

Use this form to apply for a house to house promoters collection permit. The licence will allow you to authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in the locality unless the applicant is an appropriately licensed promoter by this authority, or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.

The attention of applicants for licences under the House to House Collections Act 1939 is drawn to Paragraph 4 of the House to House Collections Regulations 1947 (as amended) made by the Secretary of State on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the first day of the month preceding that in which it is proposed to commence the collection.

### Data Protection Act, 1998

I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds. We may use the information you have provided in this form to carry out checks to prevent and detect fraud or crime. We may alsouse the information share the inf in this way or for connected purposes, and we may also share the information with certain other people or organisations who manage handle or protect public funds. By signing this application, you are agreeing to us using your information in this way.

Please answer all the questions on this form in BLOCK CAPITALS and in ink. Enter NONE or N/A as appropriate in <u>all</u> boxes you do not enter information in.

Applicants (Pro	omoter) personal details			and a first of the second state of the second s	ranga di kacamatan di kacamatan di manan di minanan
1. Your Title (Mr, M	rs, Miss, etc): MR		and the second of the second	Date of Birth:	
Surname: W	IDDOP	First names	SIMO	N	
Address:	YORKSHIRE CHILDREN'S TRUST 6 CROWN YARD				•
	SOUTHGATE ELLAND		-	Post code:	HX5 0DQ
Daytime phone number:	01422 728080	T .	e phone number:		
E-mail address:	charity@yctrust.uk				

Totalista et elemente de la compactivament de la compactiva de la compactiva de la compactiva de la compactiva

Details of Business	or Organisation Respor	sible for the Colle	ction				
2. Name of Business/Organisation conducting collection:		Recycling & Management Services Ltd.					
Office address of the	Office address of the 25 Meadowcroft Cottages, Meadowcroft Lane, Windermere						
Business/Organisation:	Cumbria						
			Post code	LA23 3JE			
Contact phone number:	0800 028 8321	Mobile phone number:	07836718996				
E-mail address:	info@randms.co.uk						
2. a. Are you an employee	of this Business/Organisation	YESX	No				
If YES, please state your position within the Business/Organisation: DIRECTOR							
*If NO, you must supply a letter, with this application form, from the Society/Organisation to benefit from the collection and which is authorising you to organise collections on the society's behalf.							
Licensing history	adosto i trafogadas 6, km. i "NAAR iku sõi kantali tili t	ilitak ing mangkila a mita di Angarawan ing mga ka	ry 18 na may 1, 18 18 18 18 y right.	the state of the s			
3. Have you, or the business ever held a house to house collection licence before? Yes V							
If 'Yes', who issued it?	SELBY DISTRICT COUNC	CIL					
What date was it granted? 19 / 07 / 16 What licence number was it? 0134							
3.a. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order with this local authority, refused, or revoked before?							
3.b. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order, with any other authority refused, or revoked before?							
If Yes, where was it held, when was it refused, or revoked and why was it revoked?  Please use an extra sheet if required.							
Collection Details				an a programma a secondario de la constanta de			
4. Name of Society/Charity/Fund to benefit from the proceeds of this collection:  YORKSHIRE CHILDREN'S TRUST - YCT							
Address of the	orkshire Children's Trus	t, 6 Crown Yard, Sc	outhgate, Elland	I, West Yorkshire			
Society/Charity/Fund							
	•	(2)×	Post code	HX5 0DQ			
E-mail address: char	ity@yctrust.uk	Contact phone nu	mber: 01422 728	3080			
4.a. Objective/aims of the Society/Charity/Fund to benefit from the proceeds of this collection.  Please attach recent literature, & accounts etc.							
4.b. Is the Society/Charity/Fund a registered charity Yes X No Registered Charity Number							

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4.c. Over what parts of the licensing area is it proposed that collections will be made?	THE WHOLE AREA OF ROTHERHAM METROPOLITAN BOROUGH COUNCIL
<b>4.d.</b> Over what periods in the year, dates & times, is it proposed that collections will be made?	01/01/19-31/12/19  FIVE DAYS PER MONTH/ PLEASE ALLOCATE ANY AVAILABLE FIVE DAYS
Collection Details - Continued	
4.e. How many collectors will be permitted to n	nake the collections: TWO
<b>4.f.</b> Is it proposed to collect money including direct debits as money	No X Direct Debits
4.g. Is it proposed to collect "other" types of pro-	operty Yes X No
If Yes, what type(s) of property will be col (Include direct debits as a collection of mo	
is it proposed to Sell, Give Away, or Use	this "other" property Sell X Give Away X Use
4.h. Are applications also being made for licen	ces for the same purposed in other areas of the UK: Yes X No
If Yes, which other licensing authorities	PLEASE SEE COVERING LETTER ATTACHED.
How many collectors will be permitted to	make these collections six
Will these collectors be the same collecto	rs as those you intend to use in this authority  Yes  No  X
4.i. Is it proposed to promote this collection in o	conjunction with a street collection  Yes  No  X
If Yes, is it proposed to combine the Hous Street Collection accounts or submit sepa	
<b>4.j.</b> If the collection is for a War Charity, state in Charities Act 1940, and give the name of the NOT APPLICABLE.	f the charity has been registered or exempted from registration under the War be registration authority, date of registration or exemption in the box below.
Proceeds of Collections Details	
5. Are the whole of the receipts to be paid over	to the Society/Charity/Fund Yes No
If NO, please state the purposes for which	deductions will be made  A minimum of 85% of total income from sales will be transferred to the char 15% or less of income retained against the costs associated with collections
5.a. Please state how much will be deducted for	or expenses or other purposes £ R&MS Ltd retain 15% or less of income against expense i.e. stationery, fuel etc.
5.b. Is it proposed to use some of the proceeds	
If YES; is it to Collectors Yes	No X is it to Other Persons Yes No X
<b>5.c.</b> Please state details, how much will be ded reasons and if applicable what "other persons"	· ·

Applicant Pro	moter's "C	riminal Reco	rds" history	request
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6. Convictions & Cautions Details. In the boxes below list any convictions/cautions etc you may have which are not considered as "spent" with in the terms of the "Rehabilitation of Offenders Act 1974". 6.a. Have you ever been convicted of any criminal offence, or received any police cautions etc or are Yes you waiting to hear about any prosecutions or other actions of any type, pending against you?, warnings or reprimands? (If you answer YES to this question give details in the box below.) **6.b.** If you are waiting to hear about any If known, date of future prosecution enter the court hearing the case: court hearing date: Date of Details of Offence(s) and Conviction(s) Sentence Or Penalty conviction(s) Declaration I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand. I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection taking place. In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form. Date form signed **Applicants** 19 / 10 / 2019 Signature by applicant



### COMMERCIAL PARTNERSHIP AGREEMENT BETWEEN RECYCLING & MANAGEMENT SERVICES Ltd. - R&MS & YORKSHIRE CHILDREN'S TRUST - YCT

This Agreement is written with reference to The Charities Act (1992) and is designed to protect the Partner (Yorkshire Children's Trust - YCT) from inappropriate use of their name, identity and logo, as well as ensuring that revenue raised is donated appropriately according to the wishes of the Partner.

#### 1 Preamble

- 1.1 Yorkshire Children's Trust YCT Registered Charity No. 1146884 and Recycling & Management Services Ltd. R&MS Registered Company No. 7214977 agree to work together to support the activities of Yorkshire Children's Trust YCT.
- 1.2. This Commercial Partnership Agreement commences on 01 October 2018 and is a continuing Agreement with no specified termination date. It is subject to the break clause at 1.3 below.
- 1.3 Either party can opt out of the Agreement at any time with six month's written notice (email will suffice).
- 1.4 There will be an annual performance review at the end of August each year.
- 1.5 R&MS Ltd reserves the right to suspend or terminate the performance of its obligations to YCT in the event of *force majeure*, an event outwith the control of both parties, preventing R&MS Ltd meeting the obligations of this CP Agreement. This includes, but is not limited to, war, riot, act of terrorism, act of god, (including earthquake, fire, flood, tsunami), radiological or biological contamination and the unforeseen impact of Brexit. Should *force majeure* necessitate the suspension or termination of performance under this Agreement, R&MS Ltd will ensure immediate communication of the situation to YCT. In all cases of *force majeure*, the aim will be to restore service, if at all possible, at the earliest opportunity.

#### 2 Procedural & Financial Considerations

- 2.1 R&MS will apply to city, county, county borough and metropolitan borough councils in Yorkshire for licences for house-to-house clothing collections.
- 2.2 R&MS will collect clothing donations and other items on behalf of YCT.
- 2.3 Charitable donations will be weighed after each collection with commercial weighing apparatus. R&MS will record amounts collected in metric tonnes.
- 2.4 Donations made by R&MS to YCT will equate to 70% or more of monies raised through the sale of donated items.
- 2.5 R&MS will guarantee a minimum annual (01 January 31 December) donation of £15,000.00 to YCT.
- 2.6 R&MS will endeavor to achieve the highest possible volume of collections and return the highest amount of donation possible to YCT. This will include the following annual targets:

2019 £16,000.00

2020 £18,000.00

2021 £20,000.00

- 2.7 Donations will be paid by R&MS to YCT monthly by BACS transfer, by the end of the first week of the month following the month in which collections were carried out.
- 2.8 R&MS will endeavor to represent YCT in the best possible light by ensuring that bag delivery and collection staff are presentable, courteous and respectful of residents' wishes at all times.

### 3 Legitimacy, Transparency, Accountability

- 3.1 R&MS will, on request from YCT, produce tally information about metric tonnage collected.
- 3.2 R&MS will, on request from YCT, provide information, including copies of receipts, relating to expenses incurred.
- 3.3 R&MS will, on request from YCT, when financial year-end accounts are completed, provide copies of certified accounts including balance sheet, profit and loss account and other available financial information.

### 4 Publicity & Advertising

- 4.1 The wording of all publicity and advertising which R&MS and YCT use will be agreed between the two parties before production of any materials.
- 4.2 Final copy must be sanctioned by YCT in writing (email will suffice).
- 4.3 Neither party may use the other party's name, logo or identity without prior written agreement.

### 5 Legal & Other Considerations

- 5.1 This Agreement shall be governed by the laws of England and Wales.
- This Agreement is entered into to comply with the 1992 and 2006 Charities Acts and the Charitable Institutions (Fund-raising) Regulations 1994.
- YCT grants to R&MS a non-exclusive licence for the term of this Agreement to use the name and logo of YCT in any materials relating to the promotion. The name and logo may not be used for any purpose other than the promotion and may not be transferred or assigned to anyone else. The name and logo may only be used within Yorkshire. This licence will end immediately on termination of this Agreement.
- 5.4 R&MS will ensure that their services and products are of a good quality, fit for purpose and comply with all relevant statutory and safety requirements.
- 5.5 R&MS will indemnify YCT against all liabilities arising from the distribution/use of collection bags and carry adequate (£5,000,000.00) insurance for any such claims arising.

- 5.6 YCT will not interfere with the Promotion unless required to do so by law or external authorities or in order to preserve the interest of YCT.
- 5.7 The benefits of this Agreement may not be handed over or passed on to anyone other than the parties named in this Agreement.

#### 6 Confidentiality

- 6.1 Confidential Information (the 'Confidential Information') refers to any data or information relating to the business of either party which would reasonably be considered to be proprietary to said party including, but not limited to, accounting records, business processes, and customer, donor and client records; not generally known in the industries of the parties and where the release of that Confidential Information could reasonably be expected to cause harm.
- 6.2 R&MS and YCT agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information obtained, except as authorised by the other party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive upon termination of this Agreement.

#### 7 Complaints

- 7.1 House-to-house collections necessarily involve members of the general public and generate complaints. Compared with the overall volume of collections these are always a small number. New charity collections have a teething period. Our experience is that any volume of complaints decreases after the first three to six months.
- R&MS will do everything it can to keep complaints to a minimum, working in partnership with YCT to ensure that every complaint is investigated promptly, diligently and thoroughly and then resolved.
- 7.3 Where a complaint, after due investigation, is judged to be valid, R&MS commits to apologising, and making full financial, and other, restitution to the complainant.
- 7.4 R&MS will provide YCT with monthly reports detailing complaints received and how these have been managed and resolved.

#### 8 Cancellation

- 8.1 This Agreement may be cancelled by either of the parties with six month's written notice (email will suffice).
- 8.2 YCT or R&MS may cancel this Agreement immediately only if:
- a) R&MS uses, or attempts to use, the YCT name and/or logo for any purpose other than this promotion.

- b) Either party to this Agreement compounds with its creditors, becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as they fall due or enters into receivership or liquidation.
- c) Either party to this Agreement engages in fraudulent and/or illegal behaviour as defined by the laws of England and Wales or in behaviour defined as serious misconduct and/or gross negligence.

Signed on behalf of Yorkshire Children's Trust - YCT

Signed on behalf of Yorkshire Children's Trust — YCT

Date: 01 October 2018

Simon Widdop Charity Manager & Trustee Yorkshire Children's Trust - YCT

6 Crown Yard Southgate Elland

West Yorkshire, HX5 0DQ

Date: 01 October 2018

Tracey Gray Trustee

Yorkshire Children's Trust - YCT

6 Crown Yard Southgate Elland

West Yorkshire, HX5 0DQ

Signed on behalf of Recycling Management Services Ltd. - R&MS Ltd:

Date: 01 October 20\(8

Nicholas John Kell Director

Recycling & Management Services Ltd. 25, Meadowcroft Cottages, Storrs Park

Bowness-on-Windermere

Cumbria, LA23 3JE

### 25 Meadowcroft Lane, Storrs Park, Bowness-On-Windermere, LA23 3JE



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₱ 0783 671 8996

info@randms.co.uk

www.randms.co.uk

#### CODE OF PRACTICE

1. All R&MS employees, full-time, part-time or on short-term contracts, are made aware of our operating principles and this Code of Practice. We require their behaviour, when working for us, to demonstrate clear understanding of these principles.

In our work with charities and other organisations we will be honest and transparent and operate at all times in full conformity with United Kingdom laws.

- 3. Our company is run according to ethical business practices.
- 4. We aim to build effective relationships with the organisations we work with based on a mutual understanding of their, and our, aims, objectives and operating principles.
- 5. R&MS management and employees are briefed on the nature, work, aims, objectives and operating principles of partner organizations. They have full understanding of the terms of agreements with partners, ensuring compliance with fundraising regulations and committment to those partnerships.
- 6. R&MS regard their name, and the names of charities they are working with, as assets which require protection.
- 7. The company will exercise due diligence on behalf of the partner charity and will take full responsibility for all costs associated with raising donations.
- 8. Our employees are expected to behave with good manners, understanding and courtesy at all times. They are clearly-briefed on the importance of never using pressure to secure donations.
- All our employees will wear ID badges when conducting business for us off company premises.

Agenda Item 5

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

By virtue of paragraph(s) 3, 7 of Part 1 of Schedule 12A of the Local Government Act 1972.

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