

LICENSING BOARD SUB-COMMITTEE

**Venue: Town Hall,
Moorgate Street,
Rotherham. S60 2TH**

**Date: Wednesday, 19th December,
2018**

Time: 9.30 a.m.

A G E N D A

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 - 108)
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 109 - 181)
6. Date and time of the next meeting - Monday, 7th January, 2019 at 9.30 a.m.

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS
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Meeting:	Licensing Board Sub-Committee
Date:	19 th December 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: Beads of Courage UK (Registered Charity 1141987)

Permit Applicant: Mr Nicholas John Kell

Collections Made By: Recycling and Management Services Ltd

Permit Collection Area: Whole of Borough

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

Further Information: See Appendix 1 to this report.

Charitable Objectives: As defined on the application are: to relieve sickness and promote and protect the physical, mental health of

Page 2

children with cancer, leukaemia or other serious illnesses through the provision of financial assistance, support and practical advice.

Charitable Benefit for Rotherham: Not separately defined.

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: Cancer Research and Genetics UK
(Registered Charity 1121512)

Permit Applicant: Miss Kerry Sweeney

Collections Made By: Recycle Proline Ltd

Permit Collection Area: Whole of Borough

Collection Dates/times: 3rd December 2018 to 3rd April 2019

Further Information: See Appendix 2 to this report.

Charitable Objectives: As defined on the application are: To raise funds and awareness raising and giving money to universities.

Charitable Benefit for Rotherham: Not separately defined.

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: National Deaf Children's Society (Registered Charity 1016532)

Permit Applicant: Joseph Harrington

Collections Made By: Smile Fundraising Limited

Permit Collection Area: Whole of Borough

Collection Dates/times: 1st December 2018 to 31st January 2019

Further Information:	See Appendix 3 to this report.
Charitable Objectives:	As defined on the application are: To provide support to deaf children all across the UK and fight for equality.
Charitable Benefit for Rotherham:	As defined by the applicants in the application or with supporting documentation: This is a national campaign so all proceeds will go into a national pot. Some may then be spent 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 3.

Application 4

Charity / Charitable Purpose:	<u>North of England Children's Cancer Research</u> <u>(Registered Charity 510339)</u>
Permit Applicant:	Mrs Olena Romanyshyn
Collections Made By:	Unicare Ltd
Permit Collection Area:	Whole of Borough
Collection Dates/times:	1 st January 2019 to 31 st December 2019 (collections between 0800 and 1800)
Further Information:	See Appendix 4 to this report.
Charitable Objectives:	As defined on the application are: NECCR funds research to find more effective and less harsh treatments for childhood cancers. We fund a team of world class researchers based in the Wolfson Childhood Cancer Research Centre in Newcastle, working for the benefit of children everywhere. We work closely with the Great North Children's Hospital where children diagnosed with cancer from across the North of England come to receive treatment (www.neccr.org.uk).
Charitable Benefit for Rotherham:	As defined by the applicants in the application or with supporting documentation: The funds raised through NECCR, including through a collection bag scheme, will help to improve the lives of children diagnosed with cancer by improving their chances of survival and reducing the likelihood of secondary problems caused by treatment (www.neccr.org.uk).

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:	<u>Woodlands Cancer Care (Registered Charity 1084428)</u>
Permit Applicant:	Mrs Dovile Stasiuleviciene
Collections Made By:	Audosta Ltd
Permit Collection Area:	Whole of Borough
Collection Dates/times:	12 months from 3 rd December 2018.
Further Information:	See Appendix 5 to this report.
Charitable Objectives:	As defined on the application are: Supporting cancer patients and their families.
Charitable Benefit for Rotherham:	As defined by the applicants in the application or with supporting documentation: Helping anyone touched by cancer.

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.

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);
- b) 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.

Grant	
For office use only	
Date	29.11.18
Fee	Free of Charge
Permit number	
Police	040099

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)

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 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 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 (Promoter) personal details

1. Your Title (Mr, Mrs, Miss, etc):	MR.	Date of Birth:	24/03/1953
Surname:	KELL	First names:	NICHOLAS JOHN
Address:	25 MEADOWCROFT COTTAGES, MEADOWCROFT LANE, STORRS PARK		
	BOWNESS-ON-WINDERMERE		
	CUMBRIA	Post code:	LA23 3JE
Daytime phone number:	0800 028 8321	Mobile phone number:	07836718996
E-mail address:	info@randms.co.uk		

Details of Business or Organisation Responsible for the Collection

2. Name of Business/Organisation conducting collection:

Recycling & Management Services Ltd.

Office address of the

25 Meadowcrot Cottages, Meadowcroft Lane, Windermere, Cumbria

Business/Organisation:

London

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

YES

☒

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

3. Have you, or the business ever held a house to house collection licence before?

Yes

☒

No

☐

If 'Yes', who issued it?

Ryedale district council

What date was it granted?

14 / 09 / 17

What licence number was it?

10/18

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?

Yes

☐

No

☒

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?

Yes

☐

No

☒

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

4. Name of Society/Charity/Fund to benefit from the proceeds of this collection:

Beads of Courage UK (Formerly BE CHILD CANCER AWARE (BCCA))

Address of the

36 Longwick

Society/Charity/Fund

Langdon Hills

Basildon, Essex

Post code

SS16 5UG

E-mail address:

info@bechildcanceraware.org

Contact phone number:

07534 949 254

4.a. Objective/aims of the Society/Charity/Fund to benefit from the proceeds of this collection.
Please attach recent literature, & accounts etc.

Charity's objectives : to relieve sickness and promote and protect the physical, mental health of children with cancer, leukaemia or other serious illnesses through the provision of financial assistance, support and practical advice.

4.b. Is the Society/Charity/Fund a registered charity

Yes

☒

No

☐

Registered Charity
Number

1141987

4.c. Over what parts of the licensing area is it proposed that collections will be made?

THE WHOLE OF ROTHERHAM METROPOLITAN BOROUGH COUNCIL

4.d. Over what periods in the year, dates & times, is it proposed that collections will be made?

01/01/19-31/12/19

THREE TO FIVE DAYS PER MONTH

Collection Details - Continued

4.e. How many collectors will be permitted to make the collections:

TWO

4.f. Is it proposed to collect money including direct debits as money

Yes ☐

No ☒

Direct Debits ☐

4.g. Is it proposed to collect "other" types of property

Yes ☒

No ☐

If Yes, what type(s) of property will be collected (Include direct debits as a collection of money)

YES, SECOND HAND CLOTHING.
CLOTHING IN GOOD CONDITION WILL BE SOLD,

Is it proposed to Sell, Give Away, or Use this "other" property

Sell ☒

Give Away ☒

Use ☐

4.h. 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

PLEASE SEE COVERING LETTER ATTACHED.

How many collectors will be permitted to make these collections

TWO IN EACH COUNCIL

Will these collectors be the same collectors as those you intend to use in this authority

Yes ☐

No ☒

4.i. 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 Collection accounts or submit separate accounts:

Combined accounts ☐

Separate accounts ☐

4.j. 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.

NOT APPLICABLE.

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

70% of total income from sales will be transferred to the charity. 30% of income retained against the costs associated with collections.

5.a. Please state how much will be deducted for expenses or other purposes

£ We retain 30% of income against expenses e.g. administration, wages, fuel etc.

5.b. Is it proposed to use some of the proceeds for the remuneration of any persons

Yes ☒

No ☐

If YES; is it to Collectors

Yes ☒

No ☐

is it to Other Persons

Yes ☐

No ☒

5.c. Please state details, how much will be deducted, for what reasons and if applicable what "other persons"

£ AT NATIONAL MINIMUM WAGE FOR HOURS WORKED.

Applicant Promoter's "Criminal Records" history 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 any 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.) Yes ☐ No ☒

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
/ /		
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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.

Applicants
Signature

N. J. Kell

Date form signed
by applicant

29 / 11 / 18

COMMERCIAL PARTNERSHIP AGREEMENT BETWEEN RECYCLING & MANAGEMENT SERVICES Ltd. - R&MS & BEADS of COURAGE UK (formerly BE CHILD CANCER AWARE - BCCA)

This Agreement is written with reference to The Charities Act (1992) and is designed to protect the Partner (Beads of Courage UK - formerly Be Child Cancer Aware - BCCA) 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 Beads of Courage UK Registered Charity No. 1141987 and Recycling & Management Services Ltd. - R&MS Registered Company No. 7214977 agree to work together to support the activities of Beads of Courage UK.
- 1.2 This Commercial Partnership Agreement commences on 23 November 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).

2 Procedural & Financial Considerations

- 2.1 R&MS will apply to city, county, county borough and metropolitan borough councils for licences for house-to-house clothing collections, copies of which will be sent to Beads of Courage UK if required.
- 2.2 R&MS will collect clothing donations and other items on behalf of Beads of Courage UK.
- 2.3 All charitable donations will be weighed at the end of each collection using commercial weighing apparatus and R&MS will record amounts collected in metric tonnes.
- 2.4 Donations made by R&MS to Beads of Courage UK will equate to 70% or more of monies raised through the sale of donated items.
- 2.5 R&MS will guarantee a minimum donation of £10,000.00 to Beads of Courage UK during calendar year 2019.
- 2.6 R&MS will endeavor to achieve the highest possible volume of collections and return the highest possible amount of donations to Beads of Courage UK.
- 2.7 Donations will be paid by R&MS to Beads of Courage UK 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 Beads of Courage UK 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 Beads of Courage UK, produce information about metric tonnage collected.
- 3.2 R&MS will, on request from Beads of Courage UK, provide information, including copies of receipts, relating to expenses incurred.
- 3.3 R&MS will, on request from Beads of Courage UK, 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 Beads of Courage UK use will be agreed between the two parties before production of any materials.
- 4.2 Final copy must be sanctioned by Beads of Courage UK 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.
- 5.2 This Agreement is entered into to comply with the 1992 and 2006 Charities Acts and the Charitable Institutions (Fund-raising) Regulations 1994.
- 5.3 Beads of Courage UK grants to R&MS a non-exclusive licence for the term of this Agreement to use the name and logo of Beads of Courage UK 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. 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 Beads of Courage UK 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 Beads of Courage UK will not interfere with the Promotion unless required to do so by law or external authorities or in order to preserve the interest of Beads of Courage UK.
- 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 Beads of Courage UK 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

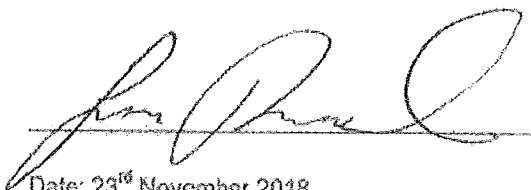
- 7.1 House-to-house collections necessarily involve members of the general public and generate complaints. These are always a small number relative to the overall volume of collections. New charity collections have a teething period. Our experience is that any volume of complaints decreases after the first three to six months.
- 7.2 R&MS will do everything it can to keep complaints to a minimum and will work in partnership with Beads of Courage UK 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 Beads of Courage UK 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 Beads of Courage UK or R&MS may cancel this Agreement immediately only if:
- a) R&MS uses, or attempts to use, the Beads of Courage UK 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.

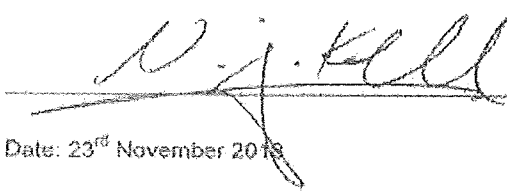
Signed on behalf of Beads of Courage UK

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



Date: 23rd November 2018

John Drummond
Chairman
Beads of Courage UK
36 Longwick
Langdon Hills
Basildon
Essex, SS16 5UG



Date: 23rd November 2018

Nicholas John Kell
Director
Recycling & Management Services Ltd.
25, Meadowcroft Cottages, Storrs Park
Bowness-on-Windermere,
Cumbria, LA23 3JE

November 23, 2018

Dear Sir/Madam,

Re. Application for House-to-House Collection Licence by Recycling & Management Services Ltd. (R&MS Ltd.) on Behalf of Beads of Courage UK (formerly Be Child Cancer Aware - BCCA) Reg. Charity No. 1141987.

I attach an application for a house-to-house collection license on behalf of Beads of Courage UK. Please also find attached copies of a Letter of Authority from Beads of Courage UK, an Agreement between R&MS Ltd. (ourselves) and Beads of Courage UK, their most recent annual accounts and our Code of Practice. This application, with all supporting documentation, will also be sent to you by post.

The Mission of Beads of Courage UK are:

To provide **information** in order to **raise awareness** of Cancer in Children, Teenagers and Young Adults through the **Beads of Courage UK** campaign.

The charitable aims of Beads of Courage UK are:

- To raise awareness of the signs and symptoms of the cancers that affect children, teenagers and young adults amongst parents and young people.
- To provide information about organizations which can support to families of children, teenagers and young adults diagnosed with cancer.
- To petition UK Government to ensure that all GP's are aware of the Child Cancer Referral guidelines contained in the NICE Guidelines page 42 onwards in order to gain an earlier diagnosis for children, teenagers and young adults in the future.

'Our aim is to collate as much information about Cancer in Children, Teenagers and Young Adults into one valuable resource - a website where information is held in one place and is easily accessible. Please note that the signs and symptoms pages are a guide only to the main signs and symptoms and are NOT a substitution for professional medical advice.'

The Beads of Courage UK website is at www.bechildcanceraware.org and www.beadsofcourageuk.co.uk

R&MS Ltd. is in its fifth year of operation, working successfully with charities who help children and young people.

Recently we have been working with six charities: Beads of Courage UK, Charity Commission No.1141987; Royal Orthopaedic Hospital Bone Tumour Service, (ROHBTS) Charity Commission No.7214977; Rotherham Breast Cancer Support Group (RBCSG) Charity Commission No.1075193, Child & Teenage Cancer & Leukaemia Foundation (CTCLF), Charity Commission No. 1156384, The Children's Air Ambulance (TCAA) Registered Company No. 4845905. Charity No. 1098874, Yorkshire Cancer Research (YCR), Charity Commission No. 516898, Yorkshire Children's Trust (YCT), Charity Commission No. 1146884.

We hold house-to-house collection licenses on behalf of TCAA, Beads of Courage UK, CTCLF in S. Wales, N. Wales, NE England, NW England, Eastern and Southern England. We can supply details of specific authorities/licenses if required.

We welcome the opportunity to attend at committee with any authority with whom we are applying for licenses in order to demonstrate our credibility. We are keen to comply with all regulations and willing to answer questions you may have about R&MS Ltd.

We return at least 70% of income received from house-to-house collections to charities we are working with. This compares favourably with the operating costs of any charity and is considerably better than the majority of commercial organizations working with charities.

We retain 30% of income against expenses e.g. administration, wages, fuel etc. While we have tried to further cut costs by carrying out collections with volunteers we have found that it is not possible to make this work in an efficient and cost-effective way.

For clarity: from the total income derived from the sale of goods donated by the public and collected by us in licensed house-to-house collections we will retain 30% for R&MS Ltd. and donate 70% to the charity on whose behalf we are carrying out the collection.

My career has been in learning and development, leadership and management training and education. I have extensive experience of working with disadvantaged children and young people in the fields of skill development, social learning and outdoor education. In our work with charities we will be providing this kind of intervention in addition to donations we will be making as a result of house-to-house collections.

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

Yours sincerely,

A handwritten signature in black ink, appearing to read 'N.J. Kell', with a horizontal line drawn through the middle of the signature.

N.J. Kell,

Director, R&MS Ltd.



**RECYCLING & MANAGEMENT
SERVICES LTD**

CODE OF PRACTICE

0800 028 8321
0333 800 4480
 0783 671 8996
 info@randms.co.uk
 www.randms.co.uk

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 commitment 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.
9. All our employees will wear ID badges when conducting business for us off company premises.

John Drummond
Chairman
Beads of Courage UK
(formerly Be Child Cancer Aware)
36 Longwick
Langdon Hills
Basildon
Essex, SS16 5UG



TO WHOM IT MAY CONCERN

23rd November 2018

Dear Sir/madam,

I confirm that Beads of Courage UK (formerly Be Child Cancer Aware - BCCA), Charity Commission Registered No. 1141987, hereby authorises Recycling & Management Services Ltd. (R&MS Ltd.) to carry out House-to-House collections in your area subject to the appropriate licences being issued and the necessary permissions obtained. R&MS Ltd. are starting to apply for licences this month to collect in 2019.

Beads of Courage UK is dedicated to raising awareness of the signs and symptoms of cancer in children and teenagers in order to help families receive the earliest possible diagnosis of childhood cancer and increase survival rates. The charity also raises awareness and supports many other childhood chronic and life limiting conditions.

Beads of Courage UK provide support to children and teenagers receiving cancer treatment by providing the Beads of Courage Programme to all hospitals in the UK which deal with these illnesses. This programme recognises, honours and supports children's courage while going through difficult, prolonged treatments, helping them understand what is happening to them in a clear, symbolic and tangible way.

We now provide our Beads of Courage Programme to over 100 hospitals treating more than 10,000 children and young people with cancer at any one time in the UK.

Further information about the charity and what we do can be found on our website at www.bechildcanceraware.org and at www.beadsofcourageuk.co.uk

Further information about Recycling and Management Services Ltd. can be found at www.randms.co.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 mobile phone no. 07534 949 254.

Many thanks.

Yours faithfully

A handwritten signature in black ink, appearing to read "John Drummond".

John Drummond - Chairman
For and on behalf of Beads of Courage UK

APPENDIX 2

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	8.11.18
Fee	Free of Charge
Permit number	
	039849

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 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 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 (Promoter) personal details

1. Your Title (Mr, Mrs, Miss, etc):	MISS	Date of Birth:	05.12.1968
Surname:	SWEENEY	First names:	KERRY
Address:	542 PRESCOT ROAD		
	LIVERPOOL		
		Post code:	L13 3DB
Daytime phone number:	0151 228 3353	Mobile phone number:	
E-mail address:	laurarecycle.proline@hotmail.co.uk		

Details of Business or Organisation Responsible for the Collection

2. Name of Business/Organisation conducting collection:

RECYCLE PROLINE LTD

Office address of the

542 PRELOT ROAD

Business/Organisation:

LIVERPOOL

Post code

L13 30B

Contact phone
number:

0151 228 3353

Mobile phone
number:

E-mail address:

lancashire.recycleproline@btinternet.co.uk

2. a. Are you an employee of this Business/Organisation

YES

☒

No

☐

If YES, please state your position within the Business/Organisation:

OFFICE MANAGER

*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

3. Have you, or the business ever held a house to house collection licence before?

Yes

☒

No

☐

If 'Yes', who issued it?

SEFTON

What date was it granted?

07/09/18

What licence number was it?

None given

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?

Yes

☐

No

☒

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?

Yes

☐

No

☒

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

4. Name of Society/Charity/Fund to benefit from the proceeds of this collection:

CANCER RESEARCH + GENETICS UK

Address of the

Society/Charity/Fund

SHERWOOD, LLANDORAU WOODS, MACHOED,
PONTYPRIDD

Post code

CF37 1EX

E-mail address:

cancer.genetics@btinternet.co.uk

Contact phone number:

01443 405813

4.a. Objective/aims of the Society/Charity/Fund to benefit from the proceeds of this collection.
Please attach recent literature, & accounts etc.

TO RAISE FUNDS + AWARENESS
RAISING + GIVING MONEY TO UNIVERSITIES

4.b. Is the Society/Charity/Fund a registered charity

Yes

☒

No

☐Registered Charity
Number

1121512

4.c. Over what parts of the licensing area is it proposed that collections will be made?

ALL OVER ROTHERHAM

4.d. Over what periods in the year, dates & times, is it proposed that collections will be made?

03.12.2018 - 03.04.2019

Collection Details - Continued

4.e. How many collectors will be permitted to make the collections:

2

4.f. Is it proposed to collect money including direct debits as money

Yes ☐

No ☒

Direct Debits ☐

4.g. Is it proposed to collect "other" types of property

Yes ☒

No ☐

If Yes, what type(s) of property will be collected (Include direct debits as a collection of money)

SECOND HAND CLOTHING + SHOES

Is it proposed to Sell, Give Away, or Use this "other" property

Sell ☒

Give Away ☐

Use ☐

4.h. Are applications also being made for licences for the same purposes in other areas of the UK:

Yes ☒

No ☐

If Yes, which other licensing authorities

Macclesfield, Cheshire, Sheffield, South Holland, 9 Tr London

How many collectors will be permitted to make these collections

16

Will these collectors be the same collectors as those you intend to use in this authority

Yes ☒

No ☐

4.i. 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 Collection accounts or submit separate accounts:

Combined accounts ☐

Separate accounts ☒

4.j. 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.

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

Collectors + Staff

5.a. Please state how much will be deducted for expenses or other purposes

£ 7.50 per hr

5.b. Is it proposed to use some of the proceeds for the remuneration of any persons

Yes ☒

No ☐

If YES; is it to Collectors

Yes ☒

No ☐

is it to Other Persons

Yes ☒

No ☐

5.c. Please state details, how much will be deducted, for what reasons and if applicable what "other persons"

£ min of 75% - 85% to Charity

Applicant Promoter's "Criminal Records" history 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 any 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.)

Yes ☐No ☒

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:

 / /

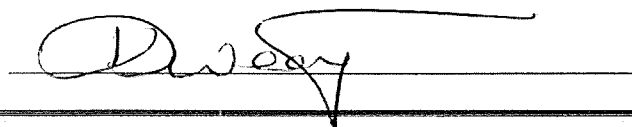
Date of conviction(s)	Details of Offence(s) and Conviction(s)	Sentence Or Penalty
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Declaration

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.

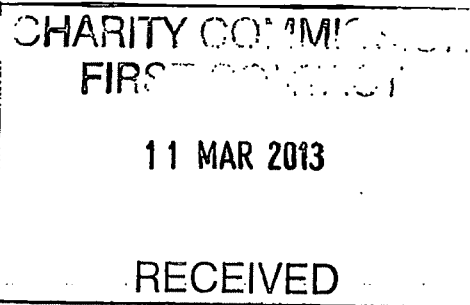
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.

Applicants
Signature



Date form signed
by applicant

05 / 11 / 2018



Charity No 1121512

CANCER RESEARCH AND GENETICS UK
STATEMENT OF FINANCIAL ACTIVITIES

07TH NOVEMBER 2012



Independent examiner's report to the trustees of Cancer Research and Genetics UK

I report on the accounts of the trust for the year ended 7 November 2012, which are set out on pages

Respective responsibilities of trustees and examiner

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

It is my responsibility to:

- * examine the accounts under section 145 of the 2011 Act;
- * to follow the procedures laid down in the general Directions given by the Charity Commission under section 145(5)(b) of the 2011 Act; and

Basis of examiner's statement

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 qualified statement

The trustees have prepared receipts and payments accounts which show cash payments in the year of £9,147 for which there are invoices amounting to £3,432 support. There are no records to support the claim for the use of the car £2,996 or use of the home as office of £2,820 paid to the trustee Phillips.

In connection with my examination, no other matter except that referred to in the above paragraph has come to my attention apart from accounting records having not been maintained properly in accordance with section 130 of the 2011 Act to which in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached.

Huw John
Member of the Institute of Chartered Accountants in England and Wales

5-7 Mill Street
Pontypridd
CF37 2SN

19 February 2013

Cancer Research & Genetics UK

Statement of Financial Activities Year to 07th November 2012

		2011
	Total Unrestricted Funds	Total Unrestricted Funds
Incomes and Expenditure		
Incoming Resources		
Incoming Resources from Generated funds:		
Grants & Donations	4,840	22,173
Donations from recycling	31,346	10,260
Bequests	-	10,000
Bank Interest	1	1
Total incoming resources	36,186	42,434
Resources expended		
Cost of generating funds:		
Awards and activity costs	30,000	10,000
Admin	400	
Travel & Subs	-	344
Sundry	22	763
Telephone and Internet	493	222
Accountancy	600	
Professional fees	885	
Computer	136	
Postage & Stationary	181	
Cash book difference	213	168
Administration	2,930	1,497
Light & Heat	756	940
Insurance	-	133
Rent & Rates	2,064	1,941
Establishment	2,820	3,014
Motor Expenses	2,996	2,133
Promotion	-	319
Sub-total	38,746	16,963
Net income before assets and investments	2,560	25,471
Asset and Investment	400	10,190
Total Funds expended	39,146	27,153
Net Income	2,961	15,281
Cash funds last year	23,758	8,477
Cash funds this year end	20,797	23,758

Cancer Research & Genetics UK
 Year to 07th November 2012
 Statement of assets at period end

		2012	2011
		Unrestricted Funds	Total Funds
Cash Funds	Cash at Bank	20,797	23,758
	Cash	-	
Assets retained for charity's own use	Motorcar	10,190	10,190
	Computer	730	330
Total Funds		<u>31,717</u>	<u>34,278</u>
Funds Brought forward		34,278	8,808
Net income before assets and investments		- 2,561	25,470
Total Funds		<u>31,717</u>	<u>34,278</u>

There is no difference in the net movement in funds stated above, and the historical cost equivalent. All the charity's activities derived from continuing operations during the above financial year.

The charity has no recognised gains and losses other than those shown above and therefore no separate statement of total recognised gains and losses has been presented.

Signed

N.J. Phillips

Mr Nicholas John Phillips - Trustee

Date

14/2/2013

Cancer Research & Genetics UK
Notes to the Accounts
for the year ended 7 November 2012

1 Accounting policies

Basis of preparation

The accounts have been prepared on a cash accounting basis under the historical cost convention.

Depreciation

No depreciation has been provided.

2 Related party transactions

The charity made the following payments to N J Phillips, a trustee :-

	2012	2011
	£	£
Administration	400	
Travel		344
Telephone and Internet	493	222
Postage & Stationary	181	-
Light & Heat	756	940
Rent & Rates	2,064	1,941
Motor Expenses	2,996	2,133
	<u>6,890</u>	<u>5,580</u>

**Trustees' Annual Report for the Period
Period from 08th November 2011 to 07 November 2012**

Charity Name
Charity Reg No

Cancer Research & Genetics UK
1121512

Charity Address

Sherwood, Llandraw Woods
Maesycloed, Pontypridd
CF37 1EX

Names of the charity trustees who manage the charity

Trustee Name

Mr Nicholas John Phillips

Mr Darryl John Phillips

Mr Stephen Howell

Names and addresses of advisors

Type of advisor **Name**

Address

Bank HSBC

92A Taff Street, Pontypridd
CF37 4SR

Structure, governance and management

Description of the charity's trusts

Type of governing document

Constitution adopted 01st Sept 07
as amended 20th Oct 07

Registration History

registered 07th November 2007

Area of benefit

National

Objectives and activities

Charitable objects

The relief of sickness and of mental emotional distress of those with cancer and their families and carers in particular by the provision of a website and helpline, providing help, information and support

To advance the education of the public and other charities/organisations in the diagnosis, treatment and care of those suffering from cancer.

To carry out or provide funds to support research into cancer and its genetic links, causes treatments and cure and publish the useful results of such research

Summary of the main activities undertaken in relation to these objects

The collection of clothing nationally which is then recycled with donation then being made to the charity.

Financial Review

Brief statement of the charity's policy on reserves

Donations made during the year amounted to £30,000 to cancer research projects.

We hold cash at bank of £20,797, all of which is unrestricted funds.

Funds are held for further donations to cancer research projects and for unforeseen expenditure for running the charity.

Declaration

The trustees declare that they have approved the trustees report above

Signed on behalf of the charity's trustees

Signature(s)

NJ Phillips

Full name(s)

MR NICHOLAS JOHN PHILLIPS

Mr Nicholas John Phillips

Position (e.g secretary etc)

DIRECTOR

Chair

Date

27-2-2013

Charity Commission

The Regulator for Charities in England and Wales

1121512 - CANCER RESEARCH AND GENETICS UK

DUE DOCUMENTS RECEIVED

Activities

PROVIDES INFORMATION AND ADVICE ON CANCER RESEARCH AND ITS GENETIC LINKS AND SUPPORTS THIS RESEARCH.

Financial summary

Financial year end (FYE)	Income	Spending	Accounts received	Annual Return/Annual Update received
07 Nov 2011	£42,434	£27,154	05 Dec 2011	05 Dec 2011
07 Nov 2010	£9,747	£2,194	Not Required	07 Nov 2010 **
07 Nov 2009	£10	£3,096	Not Required	09 Nov 2009 **
07 Nov 2008	£9,467	£5,234	Not Required	07 Nov 2008 **

** Annual Update received - charity below Annual Return £10,000 threshold for this financial year

Contact

MR NICHOLAS JOHN PHILLIPS
SHERWOOD
LLANDRAW WOODS
PONTYPRIDD
CF37 1EX

Tel: 01443 408813
Email: cancergeneticsuk@aol.com
Website: www.cancerresearchgenetics.co.uk

Charity trustees

MR NICHOLAS PHILLIPS
MS GEMMA BOSHER

DARRYL JOHN PHILLIPS
MR NICHOLAS PETER PHILLIPS

Date of registration

07 Nov 2007

Other names

None

Governing document

CONSTITUTION ADOPTED 1 SEPTEMBER 2007 AS AMENDED 20 OCTOBER 2007

Organisation type

STANDARD REGISTRATION

Registration history

07 NOVEMBER 2007 REGISTERED

Charitable objects

(1) THE RELIEF OF SICKNESS AND THE RELIEF OF MENTAL AND EMOTIONAL DISTRESS OF THOSE WITH CANCER, THEIR FAMILIES AND CARERS IN PARTICULAR BY THE PROVISION OF A WEBSITE AND HELPLINE PROVIDING INFORMATION, ADVICE AND SUPPORT. (2) TO ADVANCE THE EDUCATION OF THE PUBLIC AND OTHER CHARITIES/ORGANISATIONS IN THE DIAGNOSIS TREATMENT AND CARE OF THOSE SUFFERING FROM CANCER (3) TO CARRY OUT OR TO PROVIDE FUNDS TO SUPPORT RESEARCH INTO CANCER AND ITS GENETIC LINKS, CAUSES, TREATMENTS AND CURE AND PUBLISH THE USEFUL RESULTS OF SUCH RESEARCH

Classification

What

- EDUCATION/TRAINING
- THE ADVANCEMENT OF HEALTH OR SAVING OF LIVES

Who

- OTHER CHARITIES OR VOLUNTARY BODIES
- THE GENERAL PUBLIC/MANKIND

How

- PROVIDES SERVICES
- PROVIDES ADVOCACY/ADVICE/INFORMATION
- SPONSORS OR UNDERTAKES RESEARCH
- ACTS AS AN UMBRELLA OR RESOURCE BODY

Area of benefit

NATIONAL

Where the charity operates

- THROUGHOUT ENGLAND AND WALES
- NORTHERN IRELAND

- SCOTLAND

Note: This report is compiled from public information that the Charity Commission holds on the Register of Charities on 23 April 2012.

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Sort Code 070093

Bank Account 33333334

Account Number/Reference

00000768

[illegible]

Rotherham

**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	29/10/18
Fee	Free of Charge
Lalpac number	039589
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 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) personal details

1. Your Title (Mr, Mrs, Miss, etc): Date of Birth:

Surname: First names:

Address (either home or Business): Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of the charity which the collection will benefit

2. Name of Charity:

Head Office address for the Charity:
 Post code:

Contact phone number: Mobile phone number:

E-mail address:

2.a. Are you an employee/Volunteer for this Charity YES ☐ No ☒

If YES, please state your position within the Charity:

*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.

Please attach supporting information, web site details etc.

TO PROVIDE SUPPORT TO DEAF CHILDREN ALL ACROSS THE UK + FIGHT FOR EQUALITY.

- 2.c. Explain how this Charity/fund collection will benefit the people of Rotherham

Please attach supporting information, web site details etc.

THIS IS A NATIONAL CAMPAIGN SO ALL PROCEEDS WILL GO INTO A NATIONAL POT. SOME MAY THEN BE SPENT IN ROTHERHAM

- 2.d. Is this charity/fund a UK registered charity Yes ☒ No ☐ Registered Charity Number 1016532

Collection details

3. Over what parts of the licensing area is it proposed that collections will be made?

ALL AREAS

- 3.a. Over what periods in the year, dates & times, is it proposed that collections will be made?

DECEMBER 1st 2018 — JAN 31st 2019

- 3.b. How many collectors will be used to make the collections:

5

- 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 (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

DURHAM, DARLINGTON

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 Collection accounts or submit separate accounts:

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.

N/A

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

4.a. 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: £ 0

Details of company or organisation responsible for these collection

5. Name of Company/Organisation to carry out collections: SMILE FUNDRAISING LTD

Office address of the 5-13 SIDE, NEWCASTLE UPON TYNE

Company/Organisation: Post code NE1 3SE

Contact phone number: 0191 603 1090 Mobile phone number: 07846 252 894

E-mail address: Joe.Harrington@SMILEFUNDRAISING.COM

5.a. Are you an employee of this Business/Organisation YES ☒ 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 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? COUNTY DURHAM COUNCIL

What date was it granted? 28/10/18 What licence number was it? HH035

6.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? Yes ☐ No ☒

6.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? Yes ☐ No ☒

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 ☐ No ☒

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
/ /		
/ /		
/ /		
/ /		
/ /		
/ /	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

Shamir

Date applicant signed form

27/10/18



www.ndcs.org.uk

Ground Floor South
37-45 Castle House
Paul Street
London EC2A 4LS

Tel 020 7490 8656 (v/t)
Fax 020 7251 5020
Email ndcs@ndcs.org.uk
Freephone Helpline
0800 800 8880 (v/t)

Chief Executive
Susan Daniels OBE

President
Sir Christopher Benson
FRICS DL

29 October 2018

Mr Joseph Harrington
5-13 Side,
Newcastle Upon Tyne,
NE1 3JE

Dear Joseph,

On behalf of National Deaf Children's Society I am writing to confirm that we have authorised Smile Fundraising Ltd and their appointed agents to conduct face to face fundraising in England and Scotland for the purposes of recruiting Direct Debit donors.

Yours Sincerely,

A handwritten signature in black ink that reads 'Ben McNaught'.

Ben McNaught
Head of Supporter Marketing

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	30.10.18
Fee	Free of Charge
Lalpac number	039660
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 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) personal details

1. Your Title (Mr, Mrs, Miss, etc): Date of Birth:

Surname: First names:

Address (either home or Business):

Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of the charity which the collection will benefit

2. Name of Charity:

Head Office address for the Charity:

Post code:

Contact phone number: Mobile phone number:

E-mail address:

2.a. Are you an employee/Volunteer for this Charity

YES ☐ No ☒

If YES, please state your position within the Charity:

*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.

Please attach supporting information, web site details etc.

NECCR funds research to find more effective and less harsh treatments for childhood cancers. We fund a team of world class researchers based in the Wolfson Childhood Cancer Research Centre in Newcastle, working for the benefit of children with cancer everywhere. We work closely with the Great North Children's Hospital where children diagnosed with cancer from across the North of England come to receive treatment.

<http://www.neccr.org.uk>

- 2.c. Explain how this Charity/fund collection will benefit the people of Rotherham

Please attach supporting information, web site details etc.

The funds raised through NECCR, including through a collection bag scheme, will HELP TO IMPROVE THE LIVES OF CHILDREN DIAGNOSED WITH CANCER BY IMPROVING THEIR CHANCES OF SURVIVAL AND REDUCING THE LIKELIHOOD OF SECONDARY PROBLEMS CAUSED BY TREATMENT.

<http://www.neccr.org.uk>

- 2.d. Is this charity/fund a UK registered charity

Yes ☒ No ☐

Registered Charity Number 510 339

Collection details

3. Over what parts of the licensing area is it proposed that collections will be made?

ALL PARTS OF ROTHERHAM

- 3.a. Over what periods in the year, dates & times, is it proposed that collections will be made?

01 January 2019 - 31 December 2019

08:00 - 18:00

- 3.b. How many collectors will be used to make the collections: 2 PERS

- 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 (Include direct debits as a collection of money)

CLOTHES

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

BARNSELY, LEEDS, HARROGATE, DONCASTER, CRAVEN

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 Collection accounts or submit separate accounts:

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.

N/A

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

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 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:

£ 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/Organisation to carry out collections: UNICARE LTD

Office address of the UNIT 12, HUNSLET TRADING ESTATE, SEVERN WAY, LEEDS

Company/Organisation:

Post code LS10 1BL

Contact phone number: 0113 827 2340

Mobile 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/Organisation: 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 house to house collection permit before? Yes ☒ No ☐

If 'Yes', who issued it? KATY GILLER - SENIOR LICENSING OFFICER

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 collection, ever had a house to house licence or order with this local authority, refused, or revoked before? Yes ☒ No ☐

6.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? Yes ☒ No ☐

If Yes, where was it held;
when was it refused, or revoked
and why was it revoked?

EAST NORTHAMPTONSHIRE
NOT ENOUGH SUPPORTING DOCUMENTS

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 ☐ No ☒

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If known give date of future court hearing date:

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Date of conviction(s)	Details of Offence(s) and Conviction(s)	Sentence Or Penalty
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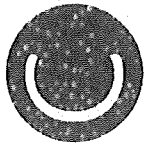
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.

Applicants
Signature



Date applicant signed form

/ /
25 October 2018



North of England
Children's Cancer
Research

Registered charity no. 510339

01 October 2018

To whom it may concern / **Rotherham council**

I am pleased to confirm that we authorise Unicare Ltd to carry out collections on our behalf between the period: **01.01.2019 – 31.12.2019**

North of England Children's Cancer Research is a registered charity, established in 1979 to fund research into treatments and cures for childhood cancer.

Further information about our charity and the research we fund can be found at www.neccr.org.uk. Please feel free to contact the undersigned, if you have any further questions about NECCR.

Yours faithfully

Janet Price

Fundraising Manager

NECCR, Sir James Spence Institute, RVI, Newcastle Upon Tyne, NE1 4LP

www.neccr.org.uk

Twitter: @NECCR

Facebook: /ChildrensCancerResearch

CHARITY REGISTRATION NUMBER: 510339

**NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH
FUND**

Financial Statements

31st December 2016

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**Financial Statements****Year ended 31st December 2016**

	Pages
Trustees' annual report	1 to 5
Independent auditor's report to the members	6 to 7
Statement of financial activities	8
Statement of financial position	9
Statement of cash flows	10
Notes to the financial statements	11 to 19
The following pages do not form part of the financial statements	
Detailed statement of financial activities	21 to 22
Notes to the detailed statement of financial activities	23

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Trustees' Annual Report

Year ended 31st December 2016

The trustees present their report and the financial statements of the charity for the year ended 31st December 2016.

Reference and administrative details

Registered charity name	North of England Children's Cancer Research Fund
Charity registration number	510339
Principal office	Peacock Medical Group Ltd Benfield Business Park Benfield Road Newcastle upon Tyne NE6 4NQ

The trustees

Mrs Marie Elliott	
Mr Colin Peacock	
Mr Ron Smith	
Mrs Pam Ord	
Mrs Kim Peacock	
Mrs Sandi Dale	
Mr Eric Matters	
Mr Christopher Peacock	
Mrs Sally Cowling	
Mr Ian Birtwistle	
Mr Jim Richardson	
Mr David Hood	
Mr Raymond Greaves	(Deceased 18th June 2016)

Auditor	Tait Walker LLP Chartered accountant & statutory auditor Bulman House Regent Centre Gosforth Newcastle upon Tyne NE3 3LS
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Bankers	National Savings and Investments Boydstone Road Glasgow G58 1SB Lloyds Bank plc National Clubs & Charities Centre Sedgemoor House Deane Gate Avenue Taunton Somerset TA1 2UF
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NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Trustees' Annual Report *(continued)*

Year ended 31st December 2016

Brewin Dolphin Securities Ltd
Time Central
Gallowgate
Newcastle upon Tyne
NE1 4SR

Structure, governance and management

The charity is a registered charity, number 510339.

The name of the charity is North of England Children's Cancer Research Fund but it also uses its abbreviated initials NECCR as a working name.

The Association is governed by its constitution dated 6th May 1980 and amended 12th May 1981 and 5th June 1984. A revised constitution was adopted on 12th September 2000.

Organisation

Membership is open to any person, firm or other organisation that shall apply and be accepted by the Executive Committee.

The Executive Committee consists of the Honorary Officers.

The Honorary Officers and Executive Committee are elected by the members at the annual general meeting.

The Executive Committee conducts the work of the charity and has powers to co-opt members to it and to appoint sub-committees.

The trustees meet on a regular basis to discuss the affairs of the charity and to decide overall financial and policy matters. New members of the board are elected by the board or by the members of the charity in General Meetings.

Financial Controls

The charity shall hold bank accounts in its own name. Two signatures from three shall be required for the signing of cheques and these shall be from the Chairman, Secretary and Treasurer.

INVESTMENT POLICY AND PERFORMANCE

The constitution does not place any restrictions on the investment powers of the Executive Committee.

RISK MANAGEMENT

The trustees have assessed the major risks to which the charity is exposed, in particular those relating to the operations and finances of the charity, and are satisfied that systems are in place to mitigate the exposure to the major risks.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Trustees' Annual Report *(continued)*

Year ended 31st December 2016

Objectives and activities

The charity's main objective continues to be to promote and support research into the causes and possible forms of treatment of cancer in children.

The Executive Committee is required to appoint a Medical Advisory Panel and consult it on any medical or research matter which may arise.

The charity is operated on an entirely voluntary basis and its area of activity comprises Tyne and Wear, Northumberland, Durham, Cumbria and Teesside. The constitution requires that any activities outside its area should normally only be undertaken with the agreement of any existing association with similar objects in the area concerned.

Achievements and performance

The North of England Children's Cancer Research Fund has continued to raise substantial funds throughout the year. In partnership with Newcastle University and Newcastle Hospitals "The Future Fund" we have collectively raised the £5.5m required to create a world class children's cancer research laboratory.

We are pleased to report that on 16th September 2016 The Wolfson Childhood Cancer Research Centre, a new multi-million pound research centre was officially opened. NECCR income has come from donations, legacies and events. The majority has come from the Children's Cancer Run, an annual event which goes from strength to strength.

The income raised in the year, together with that raised in previous years, has enabled NECCR to make a major contribution of over £1m to provide core funding in Paediatric Oncology and capital funding towards the new research centre during this financial year.

The NECCR continues to seek new members and develop new ways of raising funds to contribute further towards research carried out by the Childhood Cancer Research Group within the Northern Institute for Cancer Research.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Trustees' Annual Report *(continued)*

Year ended 31st December 2016

Financial review

Pay Policy for Key Management Personnel

The board, who give their time freely and no trustees received remuneration in the year, have considered who the Key Management Personnel (KMP) of the charity. As are noted in the Reference and Administration section the charity does not employ any staff members and the board of Trustees are in charge of directing and controlling, running and operating the activities of the charity on a day to day basis.

Reserves policy and going concern

As a grant making charity any reserves held are purely to support the infrastructure of running the charity, which is done so entirely by the trustees and its volunteers. The charity holds some of its reserves as Fixed Asset Investments, which provides a modest income to assist the charity to continue its fundraising activities, but these are readily available to be spent as required. "Free reserves" are therefore considered to be the aggregate of Investments and Current Assets, including amounts designated for future grant commitments.

It is the policy of the charity to maintain free reserves at a level which equates to approximately two years of core grant. Any grant commitments given for future years are designated by the trustees.

Based upon a desire to provide around £400,000 of donations per annum, free reserves are targeted at a level of £800,000. At the year end the free reserves amounted to £704,088 as detailed in note 23.

As a grant giving charity, the trustees are happy to conclude that the charity is a going concern, since they control donations paid out on the basis of fundraising income achieved to date and investments held. On that basis they have continued to adopt the going concern basis when preparing the financial statements.

Plans for future periods

The committee will spend the next period creating a fundraising campaign to capitalise on the existing reputation of the Charity.

The charity now funds two full time fundraisers which has started to substantially increase income for the charity. The brief is to strategically develop 5 main areas: community, schools and education, businesses, trusts and estates, and large commercial and community fundraising.

Strategic fundraising will be in conjunction with our two main events which are currently; 'The Children's Cancer Run' and 'The Big Walk'. We are currently focusing on establishing additional events over the next 12 months.

The charity is committed to solely funding childhood cancer research during current and future periods.

PUBLIC BENEFIT

The trustees have referred to the guidance in the Charity Commission's general guidance on public benefit when reviewing the aims and objectives and in planning future activities. The charitable objectives also are set in order to provide a clear and demonstrable public benefit.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Trustees' Annual Report *(continued)*

Year ended 31st December 2016

Trustees' responsibilities statement

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

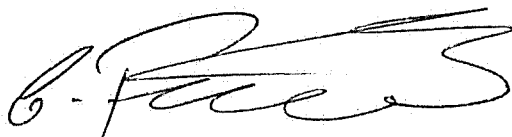
The law applicable to charities in England and Wales requires the charity trustees to prepare financial statements for each year which give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources, of the charity for that period.

In preparing these financial statements, the trustees are required to:

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the applicable Charities SORP;
- make judgments 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 business.

The trustees are responsible for keeping adequate 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 applicable Charities (Accounts and Reports) Regulations, 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.

The trustees' annual report was approved on30.01.17..... and signed on behalf of the board of trustees by:



Mr Christopher Peacock
Trustee

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Independent Auditor's Report to the Members of North of England Children's Cancer Research Fund

Year ended 31st December 2016

We have audited the financial statements of North of England Children's Cancer Research Fund for the year ended 31st December 2016, on pages 8 to 19. The financial reporting framework that has been applied in their preparation is applicable law and the United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice), including FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland".

This report is made solely to the charity's members, as a body, in accordance with Section 144 of the Charities Act 2011 and regulations made under Section 154 of that Act. Our audit work has been undertaken so that we might state to the charity's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the charity and the charity's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of trustees and auditor

As explained more fully in the trustees' responsibilities statement, the trustees are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. We have been appointed as auditor under section 144 of the Charities Act 2011 and report in accordance with regulations made under section 154 of that Act. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

Scope of the audit of the financial statements

An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the charity's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the trustees; and the overall presentation of the financial statements. In addition, we read all the financial and non-financial information in the trustees' report to identify material inconsistencies with the audited financial statements and to identify any information that is apparently materially incorrect based on, or materially inconsistent with, the knowledge acquired by us in the course of performing the audit. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

Opinion on financial statements

In our opinion the financial statements:

- give a true and fair view of the state of the charity's affairs as at 31st December 2016 and of its incoming resources and application of resources for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Charities Act 2011.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Independent Auditor's Report to the Members of North of England Children's Cancer Research Fund *(continued)*

Year ended 31st December 2016

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where the Charities Act 2011 requires us to report to you if, in our opinion:

- the information given in the trustees' report is inconsistent in any material respect with the financial statements; or
- sufficient accounting records have not been kept; or
- the financial statements are not in agreement with the accounting records and returns; or
- we have not received all the information and explanations we require for our audit.

 30-10-17

Simon Brown ACA (Senior Statutory Auditor)

For and on behalf of
Tait Walker LLP
Chartered accountant & statutory auditor
Bulman House
Regent Centre
Gosforth
Newcastle upon Tyne
NE3 3LS

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Statement of Financial Activities

31st December 2016

		Unrestricted funds £	2016 Restricted funds £	Total funds £	2015 Total funds £
	Note				
Income and endowments					
Donations and legacies	4	314,882	–	314,882	160,065
Other trading activities	5	170,630	–	170,630	198,297
Investment income	6	25,036	–	25,036	17,950
Total income		<u>510,548</u>	<u>–</u>	<u>510,548</u>	<u>376,312</u>
Expenditure					
Expenditure on raising funds:					
Costs of raising donations and legacies	7	54,200	–	54,200	23,548
Costs of other trading activities	8	67,932	–	67,932	52,879
Investment management costs	9	8,799	–	8,799	6,640
Expenditure on charitable activities	10,11	1,018,218	–	1,018,218	371,716
Total expenditure		<u>1,149,149</u>	<u>–</u>	<u>1,149,149</u>	<u>454,783</u>
Net gains/(losses) on investments	14	70,216	–	70,216	(20,612)
Net expenditure		<u>(568,385)</u>	<u>–</u>	<u>(568,385)</u>	<u>(99,083)</u>
Transfers between funds		42,000	(42,000)	–	–
Net movement in funds		<u>(526,385)</u>	<u>(42,000)</u>	<u>(568,385)</u>	<u>(99,083)</u>
Reconciliation of funds					
Total funds brought forward		1,234,815	42,000	1,276,815	1,375,898
Total funds carried forward		<u>708,430</u>	<u>–</u>	<u>708,430</u>	<u>1,276,815</u>

The statement of financial activities includes all gains and losses recognised in the year.
All income and expenditure derive from continuing activities.

The notes on pages 11 to 19 form part of these financial statements.

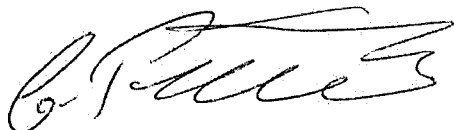
NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Statement of Financial Position

31st December 2016

		Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
Fixed assets			
Intangible assets	19	4,342	–
Investments	20	836,961	1,236,822
		<u>841,303</u>	<u>1,236,822</u>
Current assets			
Debtors	21	27,236	3,777
Cash at bank and in hand		<u>122,512</u>	<u>524,257</u>
		<u>149,748</u>	<u>528,034</u>
Creditors: amounts falling due within one year	22	<u>282,621</u>	<u>488,041</u>
Net current liabilities		<u>(132,873)</u>	<u>39,993</u>
Total assets less current liabilities		<u>708,430</u>	<u>1,276,815</u>
Net assets		<u>708,430</u>	<u>1,276,815</u>
Funds of the charity			
Restricted funds		–	42,000
Unrestricted funds		<u>708,430</u>	<u>1,234,815</u>
Total charity funds	23	<u>708,430</u>	<u>1,276,815</u>

These financial statements were approved by the board of trustees and authorised for issue on 20 October 2017, and are signed on behalf of the board by:



Mr Christopher Peacock
Trustee

The notes on pages 11 to 19 form part of these financial statements.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Statement of Cash Flows

Year ended 31st December 2016

	2016 £	2015 £
Cash flows from operating activities		
Net expenditure	(568,385)	(99,083)
<i>Adjustments for:</i>		
Amortisation of intangible assets	2,138	—
Net (gains)/losses on investments	(70,216)	20,612
Dividends, interest and rents from investments	(24,228)	(17,836)
Other interest receivable and similar income	(808)	(114)
Accrued (income)/expenses	(100,769)	34,328
<i>Changes in:</i>		
Trade and other debtors	(23,459)	50,231
Trade and other creditors	(104,651)	733,032
Cash generated from operations	(890,378)	721,170
Interest received	808	114
Net cash (used in)/from operating activities	(889,570)	721,284
Cash flows from investing activities		
Dividends, interest and rents from investments	24,228	17,836
Purchase of intangible assets	(6,480)	—
Purchases of other investments	(124,124)	(659,075)
Proceeds from sale of other investments	594,201	133,205
Net cash from/(used in) investing activities	487,825	(508,034)
Net (decrease)/increase in cash and cash equivalents	(401,745)	213,250
Cash and cash equivalents at beginning of year	524,257	311,007
Cash and cash equivalents at end of year	122,512	524,257

The notes on pages 11 to 19 form part of these financial statements.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements

Year ended 31st December 2016

1. General information

The charity is registered charity in England and Wales and is unincorporated. The address of the principal office is Peacock Medical Group Ltd, Benfield Business Park, Benfield Road, Newcastle upon Tyne, NE6 4NQ.

2. Statement of compliance

These financial statements have been prepared in compliance with FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland', the 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 (FRS 102) (Charities SORP (FRS 102)) and the Charities Act 2011.

3. Accounting policies

Basis of preparation

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of investments measured at fair value through the Statement of Financial Activities.

Going concern

There are no material uncertainties about the charity's ability to continue.

Transition to FRS 102

The entity transitioned from previous UK GAAP to FRS 102 as at 1 Apr 15. Details of how FRS 102 has affected the reported financial position and financial performance is given in note 26.

Judgements and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Fund accounting

Restricted funds are maintained in accordance with the restrictions placed upon monies received from the donor.

Unrestricted funds are the free funds of the Charity to use at the discretion of the trustees in the furtherance of the charity's objectives. Unrestricted funds include designated funds where the trustees, at their discretion, have created a fund for a specific purpose.

Incoming resources

All income is included in the statement of financial activities when entitlement has passed to the charity, it is probable that the economic benefits associated with the transaction will flow to the charity and the amount can be reliably measured. The following specific policies are applied to particular categories of income:

- income from donations or grants is recognised when there is evidence of entitlement to the gift, receipt is probable and its amount can be measured reliably.
- legacy income is recognised when receipt is probable and entitlement is established.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

3. Accounting policies *(continued)*

Incoming resources *(continued)*

- income from donated goods is measured at the fair value of the goods unless this is impractical to measure reliably, in which case the value is derived from the cost to the donor or the estimated resale value. Donated facilities and services are recognised in the accounts when received if the value can be reliably measured. No amounts are included for the contribution of general volunteers.
- income from third party agencies is recorded as receipt received by the charity at time of entitlement.

Resources expended

Expenditure

Liabilities are recognised as expenditure as soon as there is a legal or constructive obligation committing the charity to that expenditure, it is probable that settlement will be required and the amount of the obligation can be measured reliably.

All expenditure is accounted for on an accruals basis. All expenses, including support costs and governance costs, are allocated or apportioned to the applicable expenditure headings in the statement of financial activities. Refer to the Support Costs note for further information on the basis for allocation.

Irrecoverable VAT is charged against the expenditure heading for which it was incurred.

Allocation of support and governance costs

Support costs have been differentiated between governance costs and other support costs. Governance costs comprise all costs involving the public accountability of the charity and its compliance with regulation and good practice. These costs include costs related to the statutory audit and other costs with an apportionment of overhead and support costs.

Governance costs and support costs relating to charitable activities have been apportioned as set out in the Support Costs note.

Intangible assets

Intangible assets are initially recorded at cost, and are subsequently stated at cost less any accumulated amortisation and impairment losses.

Amortisation

Amortisation is calculated so as to write off the cost of an asset, less its estimated residual value, over the useful life of that asset as follows:

Website	-	33% straight line
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If there is an indication that there has been a significant change in amortisation rate, useful life or residual value of an intangible asset, the amortisation is revised prospectively to reflect the new estimates.

Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

3. Accounting policies *(continued)*

Debtors

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

Cash at bank and in hand

Cash at bank and in hand includes cash and short term highly liquid investments with a short maturity of three months or less from the date of acquisition or opening of the deposit or similar account.

Creditor and provisions

Creditors and provisions are recognised where the charity has a present obligation resulting from a past event that will probably result in the transfer of funds to a third party and the amount due to settle the obligation can be measured or estimated reliably. Creditors and provision are normally recognised at their settlement amount after allowing for any trade discounts due.

Taxation

The charity is exempt from tax on income and gains falling within section 505 of the Taxes Act 1988 or section 252 of the Taxation of Chargeable Gains Act 1992 to the extent that these are applied to its charitable objects.

Impairment of fixed assets

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

Financial instruments

A financial asset or a financial liability is recognised only when the entity becomes a party to the contractual provisions of the instrument.

Basic financial instruments are initially recognised at the amount receivable or payable including any related transaction costs, unless the arrangement constitutes a financing transaction, where it is recognised at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Current assets and current liabilities are subsequently measured at the cash or other consideration expected to be paid or received and not discounted.

4. Donations and legacies

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Donations				
Donations - General	197,899	197,899	90,861	90,861
Justgiving.com	75,136	75,136	67,471	67,471
Virgin Giving	5,911	5,911	—	—
Good Will Causes	25,912	25,912	—	—

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

4. Donations and legacies *(continued)*

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Legacies				
Other legacies	—	—	1,733	1,733
Estate of Eva Kirby	10,024	10,024	—	—
	<u>314,882</u>	<u>314,882</u>	<u>160,065</u>	<u>160,065</u>

5. Other trading activities

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Fundraising events	17,760	17,760	40,557	40,557
Children's Cancer Run	152,870	152,870	157,740	157,740
	<u>170,630</u>	<u>170,630</u>	<u>198,297</u>	<u>198,297</u>

6. Investment income

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Income from listed investments	7,162	7,162	3,373	3,373
Income from UK fixed interest investments	17,066	17,066	14,463	14,463
Bank interest receivable	808	808	114	114
	<u>25,036</u>	<u>25,036</u>	<u>17,950</u>	<u>17,950</u>

7. Costs of raising donations and legacies

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Purchases	26,508	26,508	18,792	18,792
Other office costs	5,050	5,050	4,594	4,594
Amortisation	2,138	2,138	—	—
Just Giving fees	331	331	162	162
Seconded staff	20,173	20,173	—	—
	<u>54,200</u>	<u>54,200</u>	<u>23,548</u>	<u>23,548</u>

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

8. Costs of other trading activities

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
Staging events - purchases	52,725	52,725	52,879	52,879
Seconded staff	12,002	12,002	—	—
Everyday Hero Fees	3,205	3,205	—	—
	<u>67,932</u>	<u>67,932</u>	<u>52,879</u>	<u>52,879</u>

9. Investment management costs

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
Portfolio management	8,799	8,799	6,640	6,640

10. Expenditure on charitable activities by fund type

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
University of Newcastle upon Tyne and donations	1,010,046	1,010,046	363,822	363,822
Support costs	8,172	8,172	7,894	7,894
	<u>1,018,218</u>	<u>1,018,218</u>	<u>371,716</u>	<u>371,716</u>

11. Expenditure on charitable activities by activity type

	Grant funding of activities	Support costs	Total funds 2016	Total fund 2015
	£	£	£	£
University of Newcastle upon Tyne and donations	1,010,046	—	1,010,046	363,822
Governance costs	—	8,172	8,172	7,894
	<u>1,010,046</u>	<u>8,172</u>	<u>1,018,218</u>	<u>371,716</u>

12. Analysis of support costs

	Governance Costs	Total 2016	Total 2015
	£	£	£
Finance costs	30	30	30
Insurance	1,063	1,063	784
Accountancy fees	4,080	4,080	4,080
Audit fees	3,000	3,000	3,000
	<u>8,173</u>	<u>8,173</u>	<u>7,894</u>

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

13. Analysis of grants

	Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
Grants to institutions		
Newcastle University	<u>1,010,046</u>	<u>363,822</u>
Total grants	<u>1,010,046</u>	<u>363,822</u>

14. Net gains/(losses) on investments

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Gains/(losses) on listed investments	67,883	67,883	(19,177)	(19,177)
Gains/(losses) on other investment assets	<u>2,333</u>	<u>2,333</u>	<u>(1,435)</u>	<u>(1,435)</u>
	<u>70,216</u>	<u>70,216</u>	<u>(20,612)</u>	<u>(20,612)</u>

15. Net expenditure

Net expenditure is stated after charging/(crediting):

	2016 £	2015 £
Amortisation of intangible assets	<u>2,138</u>	<u>—</u>

16. Auditors remuneration

	Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
Fees payable for the audit of the financial statements	<u>3,000</u>	<u>3,000</u>

17. Trustee remuneration and expenses

No remuneration or other benefits from employment with the charity or a related entity were received by the trustees.

18. Transfers between funds

The charity has purchased the new server and therefore now able to release the restricted funds to the general unrestricted reserve.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

19. Intangible assets

	Website £
Cost	
Additions	6,480
At 31st December 2016	<u>6,480</u>
Amortisation	
Charge for the year	2,138
At 31st December 2016	<u>2,138</u>
Carrying amount	
At 31st December 2016	<u>4,342</u>
At 31st December 2015	<u>—</u>

20. Investments

	Listed investments £
Cost or valuation	
At 1st January 2016	1,236,822
Additions	124,124
Disposals	(591,868)
Fair value movements	67,883
At 31st December 2016	<u>836,961</u>
Impairment	
At 1st January 2016 and 31st December 2016	
Carrying amount	
At 31st December 2016	<u>836,961</u>
At 31st December 2015	<u>1,236,822</u>

All investments shown above are held at valuation.

Financial assets held at fair value

The investments are valued at market value.

At the year end, the following investments represented more than 5% of the value of the investment portfolio:

Invesco Perpetual Corporate Bond Z Inc Fund	115,038
JP Morgan AM UK LTD US Equity Income C	57,700
Vanguard Funds PLC S&P 500 UCITS	64,371
Standard Life Investments AAA Income Retail Inc Fund	100,140
Total	<u>337,249</u>

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

21. Debtors

	2016	2015
	£	£
Trade debtors	650	740
Prepayments and accrued income	26,586	3,037
	<u>27,236</u>	<u>3,777</u>

22. Creditors: amounts falling due within one year

	2016	2015
	£	£
Accruals and deferred income	159,992	260,761
Newcastle University Research Unit	122,629	227,280
	<u>282,621</u>	<u>488,041</u>

23. Analysis of charitable funds

Unrestricted funds

	At 1st January 2016	Income	Expenditure	Transfers	Gains and losses	At 31st December 2016
	£	£	£	£	£	£
General funds	643,684	510,548	(1,149,149)	199,821	70,216	275,120
Core set-aside	591,131	—	—	(157,821)	—	433,310
	<u>1,234,815</u>	<u>510,548</u>	<u>(1,149,149)</u>	<u>42,000</u>	<u>70,216</u>	<u>708,430</u>

Reserve note

Unrestricted funds comprise those funds which the trustees are free to use for any purpose in furtherance of the charitable objects. Unrestricted funds include designated funds, where the trustees, at their discretion, have created a fund for a specific purpose.

The basis for calculating 'free reserves' are after allowing for all designated funds, fixed assets and other non-current assets and liabilities.

Restricted funds

	At 1st January 2016	Income	Expenditure	Transfers	Gains and losses	At 31st December 2016
	£	£	£	£	£	£
Server - Hershel building	42,000	—	—	(42,000)	—	—

Two donations totalling £42,000 were received during the prior year and are to go towards the cost of purchasing a server for the new Hershel building. Now the server has been purchased the restrictions have met and the funds released.

NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**Notes to the Financial Statements** *(continued)***Year ended 31st December 2016****24. Analysis of net assets between funds**

	Unrestricted Funds	Total Funds 2016
	£	£
Intangible assets	4,342	4,342
Investments	836,961	836,961
Current assets	149,748	149,748
Creditors less than 1 year	(282,621)	(282,621)
Net assets	708,430	708,430

25. Related parties

During the year no (2015 - one) trustee was reimbursed expenses for costs incurred. This amounted to £Nil (2015 - £2,220). At the year end £Nil (2015 - £Nil) was outstanding and included in accruals.

26. Transition to FRS 102

These are the first financial statements that comply with FRS 102. The charity transitioned to FRS 102 on 1st April 2015.

No transitional adjustments were required in the retained funds or income or expenditure for the period.

Research Fund is a North East children's charity formed in 1979 by a small group of parents who had lost children, while others were grateful that their children had overcome disease.

helped fund research that has established the North East as one of the world leaders in the

this work, and to help more children beat cancer and live long and happy lives. You can get involved in one of our events.

accidental death in young children in the UK. The North of England Children's Cancer Research Fund has been instrumental in the development of treatment of this terrible disease."


the research we help to fund are...

cured of cancer

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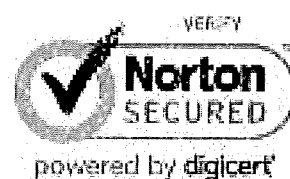
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DATED 9th March 2017

North of England Children's Cancer Research

- 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:

North of England Children's Cancer Research of Sir James Spence Institute for Child Health, Newcastle Upon Tyne, NE1 4L. **North of England Children's Cancer Research** a charitable unincorporated association established by a constitution dated 1979 a charity registered in England and Wales with registered charity number 51039 (the "**Charity**"); and

- (1) **Unicare Limited (Company Number 05744027)** whose registered office and trading address is at Unit 12 Hunslet Trading Estate, Severn Way, Leeds, LS10 1BL ("**Unicare**").

BACKGROUND

- 1 Details on charity info
- 2 The Charity is permitted to use and license the Mark (as defined below) as described in the Intellectual Property Licence.
- 3 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.
- 4 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.
- 5 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.

"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 In consideration of the undertakings given by Unicare Ltd in this agreement, The Charity hereby appoints Unicare Ltd as its exclusive licensee to use the name and logo in connection with the products in sections 3 for the term under 15.1 subject to termination in accordance with Clause 15.
- 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 EXCLUSIVE AGREEMENT

- 11.1 The Charity undertakes with Unicare Ltd that for the duration of this agreement they will not enter into a similar agreement with any other party in respect of product or service which is similar under section 3 of this agreement.

12 INFRINGEMENT

- 12.1 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").
- 12.2 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.

13 DISCLOSURE AND CONFIDENTIALITY

- 13.1 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:
- 13.1.1 where necessary for performance of its obligations and in pursuance of its rights under this Licence; or
- 13.1.2 where required by law.
- 13.2 The obligations of confidentiality set out in clause 12.1 shall not extend to information acquired where the receiving party can show:

- 13.2.1 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
- 13.2.2 it knew before the first disclosure to it by the other party; or
- 13.2.3 it received independently from a third party with the full right to disclose.

14 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.

15 COMMENCEMENT, DURATION AND TERMINATION

- 15.1 This Agreement shall continue indefinitely, subject to earlier termination in accordance with clauses 15.2 or 15.3.
- 15.2 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.
- 15.3 Either party may terminate this Agreement immediately by giving notice to the other if the other:
 - 15.3.1 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.
 - 15.3.2 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
 - 15.3.3 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
 - 15.3.4 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
 - 15.3.5 ceases or threatens to cease to carry on its business or operations.

- 15.4 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.

16 **EFFECT OF TERMINATION**

- 16.1 At the end of the Term (including any extension agreed pursuant to clause 14.4):

- 16.1.1 the licence to use the Mark ceases immediately;
- 16.1.2 Unicare shall not distribute any further Licensed Products;
- 16.1.3 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;
- 16.1.4 the Charity will, if termination occurs part way through a month, promptly refund to Unicare part of the Donation for that month, pro rata, based on the number of days in that month.

- 16.2 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.

17 **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.

18 **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.

19 **VARIATION**

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

20 **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.

21 **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.

22 **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.

23 **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.

24 **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.

25 **LAW AND JURISDICTION**

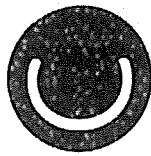
This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have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

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

SCHEDULE 1

Mark

TRADE MARK




North of England
Children's Cancer
Research

SCHEDULE 2

Donations

Unicare will endeavour to raise £50,000 in the first year of the partnership to be paid to North of England Children's Cancer Research as a result of the Licensed Products during the Term.

SIGNED as a DEED by **James Richardson**)
(Trustee) for and on behalf of the trustees of the)
North of England Children's Cancer Charity)
pursuant to an authority made by the trustees)
pursuant to section 82 Charities Act 1993, in the
presence of

Witness: Signature 

Name **James Richardson**

Address **Sir James Spence Institute for Child Health,
Newcastle Upon Tyne.
NE1 4LP**

Occupation **Vice Chairman**

SIGNED as a DEED by [])
(Trustee) for and on behalf of the trustees of)
the Charity pursuant to an authority made by)
the trustees pursuant to section 82 Charities)
Act 1993, in the presence of

Witness: Signature

Name

Address

.....

Occupation

SIGNED as a DEED by

for and on behalf of Unicare Limited

Director **Olena Romanyshyn**

Witness: Signature

.....

Name **UNICARE LTD**

Address **Unit 12,
Hunslet Trading Estate,
Severn Way, Leeds, LS10 1BL**

Occupation **MANAGING DIRECTOR**

Research fund have been funding research into childhood cancer in Newcastle upon Tyne. Since the centre was opened, a world class facility inside of the Wolfson Centre for Childhood Cancer Research we have helped to fund:

• Research are currently working on clinical trials to develop new therapies to improve survival

• Provide individual treatment to children with an aggressive type of brain cancer to ensure the best outcome

• Fundamental in the discovery of a less aggressive medical approach to treating childhood Leukaemia

Last Name*

Email*


Confirm Email*

I am happy to receive information about events and research developments via email.*

(None Selected)

Security Code

☐ I'm not a robot


reCAPTCHA
[Privacy](#) - [Terms](#)

Submit

Reset

blackbaud™

Powered by eTapestry
(<https://www.blackbaud.com/fundraising-crm/etapestry-donor-management.aspx>).





North of England
Children's Cancer
Research



Unicare
Let's care together

Helping more children to beat cancer So they can live long and happy lives!



As one of the world leaders in the research of childhood cancers, the NECCR has in the last 30 years, raised over 30 million pounds.

Your generous donations will help make a difference to local families and children with cancer everywhere.

www.neccr.org.uk

Charity Registered No.: 510339, registered in England and Wales.
In partnership with Unicare Ltd. Co. Reg No: 05744027



North of England
Children's Cancer
Research

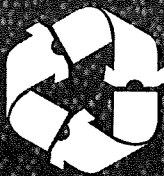
This collection scheme is carried out by
Unicare Ltd., our commercial participant.

Unicare Ltd., will aim to raise up to £50,000
during their first year of partnership with
the NECCR.

All distributors and collectors of NECCR
charity bags carry ID badges issued by
Unicare Ltd.

Please donate:

- Good quality clothing
- Paired shoes tied together
- Handbags & Belts
- Costume jewellery
- Perfumes
- Bric-a-Brac



Unicare
Let's care together

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

www.neccr.org.uk

Did we miss your bag?
Contact us on Freephone

0333 6666 777

lines open 8am - 5pm

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

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



To avoid theft, please put your bag out at 8am,
so it is visible from the road.

Registered with



FUNDRAISING
REGULATOR

NECCR Charity No: 510339, Registered in England and Wales
Unicare Ltd. Company Reg No: 05744027.
www.unicarerecycling.co.uk

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	31.10.18
Fee	Free of Charge
Lalpac number	039663
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 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) personal details

1. Your Title (Mr, Mrs, Miss, etc): Date of Birth:

Surname: First names:

Address (either home or Business): Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of the charity which the collection will benefit

2. Name of Charity:

Head Office address for the Charity: Post code:

Contact phone number: Mobile phone number:

E-mail address:

2.a. Are you an employee/Volunteer for this Charity YES ☐ No ☒

If YES, please state your position within the Charity:

***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.

Please attach supporting information, web site details etc.

Supporting cancer patients and thier families.

www.woodlandscancercare.org.uk

- 2.c. Explain how this Charity/fund collection will benefit the people of Rotherham

Please attach supporting information, web site details etc.

Helping anyone touched by cancer

- 2.d. Is this charity/fund a UK registered charity

Yes ☒

No ☐

Registered Charity Number 108 4428

Collection details

3. Over what parts of the licensing area is it proposed that collections will be made?

All Parts

- 3.a. Over what periods in the year, dates & times, is it proposed that collections will be made?

3 Dec'18 - 2 Dec'19

- 3.b. How many collectors will be used to make the collections:

One

- 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 (Include direct debits as a collection of money)

Used Clothing

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

Sheffield

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 Collection accounts or submit separate accounts:

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.

N/A

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

4.a. Please state how much will be deducted for expenses or other reasons £Cost of Bags - £45 per 1000
Head Office Overheads - £137 per tonne

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: £Collector - £400 per tonne. Fuel, technical maintenance & telecom costs included.

Details of company or organisation responsible for these collection

5. Name of Company/Organisation to carry out collections: Audosta Ltd

Office address of the 3 Broad Street Newport

Company/Organisation: Post code NP20 2DQ

Contact phone number: 01633 235920

Mobile phone number:

E-mail address: licensing@audosta.co.uk

5.a. Are you an employee of this Business/Organisation YES ☒ No ☐

If YES, please state your position within the Business/Organisation: Chief Executive Officer

***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? Doncaster

What date was it granted? 30 / 7 / 18

What licence number was it? LN/201800276

6.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? Yes ☐ No ☒

6.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? Yes ☒ No ☐

If Yes, where was it held; when was it refused, or revoked and why was it revoked?

Please use an extra sheet if required.

Please see enclosure

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 ☐ No ☒

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
/ /		
/ /		
/ /		
/ /		
/ /		
/ /	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 24 / 10 / 18



Woodlands Cancer Care Ltd

Registered Charity No: 1084428

TO WHOM IT MAY CONCERN

We hereby give authorisation for AUDOSTA LTD. (Company Registration Number 7031195) to apply for and execute any Licence necessary for the door to door collection of used clothing on behalf of WOODLANDS CANCER CARE Ltd. Charity No. 1084428.

We further authorise the above mentioned company to sell any clothing items collected on behalf of Woodlands Cancer Care in order to raise funds for the Charity.

Yours faithfully,

A handwritten signature in cursive script that reads "Jean Wilson".

Jean Wilson (Trustee)

21 Stainton Road, Billingham, TS22 5HX
Tel. 01642 355217



Woodlands Cancer Care Ltd

Registered Charity No: 1084428

Dear Licensing Officer,

We confirm that we are aware of our legal responsibilities with regards to the Fundraising opportunities offered to us by Audosta Ltd. We further confirm that we are satisfied that our Agreement with them provides us with the best fundraising opportunities for our Charity, having due regard to our circumstances, the nature of the collections and the financial benefits for the Charity.

Yours faithfully,

A handwritten signature in cursive script, appearing to read 'Jean Wilson'.

Trustee.



We enclose herewith the Financial Statements for Audosta Ltd for the year ended 30th September 2017.

The Audosta company is a commercial clothing collection company with 3 (three) main areas of operation. They are:-

- 1) As a Commercial Participator supporting a number of UK registered charities. Collections arranged in co-operation with local authorities and with the necessary licenses.
- 2) A school support project operating under the name "Rags2Riches4Schools" whereby Audosta work in co-operation with schools. Children donate clothing to their school. The school then sells the clothing to Rags2Riches4Schools and obtain funds to support school projects. In addition the schools are encouraged to hold an "Eco Assembly" whereby our personnel engage the pupils in a discussion on the benefits of recycling. Over 50 schools have taken part in this project and the feedback has been enthusiastic.
- 3) A "Cash for Clothes" operation whereby members of the public sell their unwanted clothing directly to Audosta. This is becoming a significant area of operation. In addition to the Cash for Clothes business we now operate a retail online clothing sales outlet.

As you can see, the operation is diverse; however we are proud of our ability to provide financial support to both the charities and the schools.

As far as the collection for charities is concerned, we find that as a commercial company trading in the 21st century, and having to comply with an outdated and commercially impractical 1939 Act can be problematical. Our experience in working with the Licensing department of local authorities have confirmed that many Licensing Officers have similar problems in interpreting the law in relation to the practicalities of today's commercial environment.

For example, one of the reasons that occasionally a licence is refused by a council is that "not enough of the sales proceeds are going to the charity". This is often an unfair decision and there is no real consideration given to the fact that Commercial companies take all the financial risk in setting up the collections. This involves significant initial investment by the company, and the ongoing costs associated with making the collections. As you can see from the accounts, no personnel, including the Directors and Management, are taking excessive remuneration.

It needs to be considered that the distribution of thousands of collection bags can often result in small levels of clothing recovered and if the quality is poor the company inevitably lose money. Despite the risk taken by the company, the charity still receive their guaranteed level of funding.

We would respectfully refer you to a decision by the Cabinet Office dated 18th February 2013 whereby Support Pen - Y- Bont of Bridgend South Wales and Support Hollies School Ltd successfully appealed against a decision by Cardiff Council not to grant a House to House licence due to low returns to a charity on a previous collection. The decision of the Cabinet Office is produced below:

"As far as the test in section 2 (3) (a) of the 1939 Act ("the proportionality test") is concerned, it is appreciated that, for a number of reasons, the costs of conducting house to house collections of second-hand clothes tend to be higher than, for example, collections of cash. In this case Support –Y Bont Ltd is a commercial company collecting on behalf of Y Bont, but charities that undertake these



types of collection in-house are likely to face similar costs of distributing leaflets/collection bags, collecting goods that have been left out for them, and sorting/grading donated items. In relation to collection of second-hand goods for re-sale, the value of the goods at the point of donation may be low, and it is through the collection and sorting process that value is added, resulting in a saleable

Product. Taking these costs into account, the Minister does not consider the proportion of the proceeds that will go to the charity to be inadequate in proportion to the value of the proceeds likely to be received (including any proceeds already received)"

" As for the test in section 2 (3) (b) of the 1939 Act ("the excessive remuneration test") the Minister is not persuaded that remuneration or expenses that would be paid out to any persons involved in organising or conducting the collection are at a level that is unreasonable given the work involved in undertaking this type of collection".

Along with Cardiff, a number of neighbouring authorities who had also refused Permits to the companies', had their decisions overturned by the Cabinet Office.

Refusal of a license effectively penalises the legitimate UK charities which are often dependent on the income obtained from the company. As they have an agreed donation level within their contract with Audosta (an agreement drafted by a law firm recommended by the charity commission) they are somewhat mystified when a council then considers those donations not to be acceptable.

The charities we support are paid a minimum of £250.00 per month. This is non-refundable to Audosta Ltd. It is important to understand that prior to any collection taking place charity bags have to be designed, ordered, shipped and paid for.

We constantly liaise with local Councils, Police and Trading Standards officers across the UK to help stamp out bogus collections and malpractice. We are perhaps the only company operating in this field who instruct independent investigation companies to carry out surveillance operations to assist police in eradicating this illegal activity. The illegal activity has an impact on legitimate companies like Audosta, and can seriously affect the level of support that can be given to the charities.

All our represented charities are hugely grateful for the funds we donate and are fully aware of the costs incurred by us to generate such donations

In conclusion, I hope that the above goes some way to providing an insight into some of the challenges we encounter in the charity clothing collection sector. Should you have any questions regarding anything contained in this letter please do not hesitate to contact me on the number below.

Yours sincerely,

Audrius Stasiulevicius

For and on behalf of Audosta Ltd

Accepted

2015

COUNCIL - DISTRICT	From	To
RHONDDA CYNON TAF	12 JAN'15	11 JAN'16
BROMSGROVE	14 JAN'15	13 JAN'16
MENDIP	19 JAN'15	18 JAN'16
BLABY	19 JAN'15	18 JAN'16
STEVENAGE	19 JAN'15	18 JAN'16
BRIDGEND	3 FEB'15	2 FEB'16
ROSSENDALE	1 MAR'15	29 FEB'16
NORTHUMBERLAND	1 MAR'15	29 FEB'16
CHICHESTER	1 MAR'15	29 FEB'16
SOLI HULL	1 MAR'15	29 FEB'16
PRESTON	1 MAR'15	29 FEB'16
NORTH TYNESIDE	6 APR'15	5 APR'16
West Lindsey	6 APR'15	5 APR'16
NEWARK & SHERWOOD	18 MAY'15	16 MAY'16
GEDLING	18 MAY'15	16 MAY'16
BARNSELY	18 MAY'15	16 MAY'16
NORTH KESTIVEN	18 MAY'15	16 MAY'16
DONCASTER	25 MAY'15	24 MAY'16
STOCKTON ON TEES	28 MAY'15	23 MAY'16
WINCHESTER	1 JUN'15	5 APR'16
NORTH WARWICKSHIRE	4 JUN'15	3 JUN'16

MANSFIELD	4 JUN'15	3 JUN'16
UTTLESFORD	15 JUN'15	13 JUN'16
YORK	1 JUL'15	30 JUN'16
BRADFORD	1 JUL'15	1 JUN'16
SUNDERLAND VARIOUS AREAS	1 JUL'15	1 JUL'16
COTSWOLD	13 JUL'15	11 JUL'16
TEWKESBURY	13 JUL'15	11 JUL'16

NEATH PORT TALBOT	15 JUL'15	13 JUL'16
PURBECK	2 NOV'15	8 NOV'15
GOSPORT	2 NOV'15	4 JAN'16
FOREST OF DEAN	6 NOV'15	13 NOV'15
WEST DORSET	9 NOV'15	22 NOV'15
FOREST OF DEAN	6 DEC'15	13 DEC'16

2016

SOUTH SOMERSET	4 JAN'16	10 JAN'16
FOREST OF DEAN	6 JAN'16	13 JAN'16
FOREST OF DEAN	6 FEB'16	13 FEB'16
GEDLING	27 FEB'17	26 FEB'18
DURHAM	1 MAR'16	14 FEB'17
FAREHAM	1 MAR'17	1 JUN'17
PURBECK	6 MAR'17	12 MAR'17
FOREST OF DEAN	6 MAR'16	13 MAR'16
DERBY CITY	6 MAR'17	4 SEP'17
CAMBRIDGE	13 MAR'17	19 MAR'17
NEWCASTLE	14 MAR'16	13 JUN'16

HINCKLEY & BOSWORTH	21 MAR'16	20 MAR'17
CHARNWOOD	28 MAR'16	27 MAR'17
FOREST OF DEAN	6 APR'16	13 APR'16
BLAENAU GWENT	23 MAY'16	22 MAY'17
MERTHYR TYDFIL	23 MAY'16	29 MAY'16
NORTH WEST LEICESTERSHIRE	23 MAY'16	29 MAY'16
STROUD	23 MAY'16	25 JUL'16
MELTON	23 MAY'16	22 AUG'16
VALE OF GLAMORGAN	30 MAY'16	29 MAY'17
CARDIFF	6 JUN'16	5 JUN'17
NORTH WEST LEICESTERSHIRE	20 JUN'16	26 JUN'16
MERTHYR TYDFIL	20 JUN'16	26 JUN'16
TORFAEN	1 JUL'16	31 JUL'16
EREWASH	17 JUL'17	14 AUG'17
NORTH WEST LEICESTERSHIRE	25 JUL'16	31 JUL'16
WEST DORSET	25 JUL'16	7 AUG'16
CHELTENHAM	25 JUL'16	22 AUG'16
BOURNEMOUTH	25 JUL'16	24 JUL'17
WEYMOUTH AND PORTLAND	25 JUL'16	31 JUL'16
PURBECK	25 JUL'16	31 JUL'16
MENDIP	25 JUL'16	26 SEP'16
GOSPORT	1 AUG'16	1 SEP'16
FLINTSHIRE	1 AUG'16	31 JAN'17
LIVERPOOL	1 AUG'16	31 JUL'17
CALDERDALE	1 AUG'16	31 JUL'17

WREXHAM	1 AUG'16	31 JAN'17
CHESHIRE EAST	1 AUG'16	7 AUG'16
SHROPSHIRE	1 AUG'16	31 JUL'17
CITY OF BRADFORD	1 AUG'16	31 JUL'17
CARLISLE	1 AUG'16	31 JUL'17
ST HELENS	1 AUG'16	31 JUL'17
TEST VALLEY	4 AUG'16	18 AUG'16
ROCHDALE	8 AUG'16	14 AUG'16
HALTON	15 AUG'16	19 AUG'16
WARRINGTON	15 AUG'16	28 AUG'16
BURY	15 AUG'16	14 NOV'16
WIRRAL	15 AUG'16	14 AUG'17
SOUTH LAKELAND	16 AUG'16	14 AUG'17
SEFTON	22 AUG'16	21 AUG'17
WYRE	22 AUG'16	21 AUG'17
PRESTON	22 AUG'16	21 AUG'17
SOUTH RIBBLE	22 AUG'16	19 SEPT'16
BLACKBURN WITH DARWEN	22 AUG'16	17 OCT'16
CHESHIRE EAST	6 SEPT'15	11 SEPT'16
HALTON	19 SEPT'16	22 SEPT'16
RYEDAILE	19 SEPT'16	25 SEPT'16
LANCASTER	3 OCT'16	16 OCT'16
HALTON	24 OCT'16	28 OCT'16
GLOUCESTER	24 OCT'16	23 OCT'17
WILTSHIRE	24 OCT'16	23 JAN'17

CAERPHILLY	26 OCT'15	24 OCT'16
WEYMOUTH AND PORTLAND	1 NOV'16	15 NOV'16
EAST DEVON	1 NOV'16	31 JAN'17
EXETER	1 NOV'16	1 FEB'17
HINCKLEY & BOSWORTH	1 NOV'16	31 OCT'17
SUNDERLAND VARIOUS AREAS	1 NOV'16	31 OCT'17
WEST LINDSEY	1 NOV'16	31 OCT'17
BLABY	14 NOV'16	13 NOV'17
NEATH PORT TALBOT	21 NOV'16	20 NOV'17
WINCHESTER	21 NOV'16	20 NOV'17
MERTHYR TYDFIL	28 NOV'16	4 DEC'16
OADBY & WIGSTO	28 NOV'16	11 DEC'16
CHESHIRE WEST & CHESTER COUNCIL	29 NOV'16	13 FEB'17
FOREST OF DEAN	1 DEC'16	14 JUN'17
MERTHYR TYDFIL	19 DEC'16	25 DEC'16
2017		
NORTH WEST LEICESTERSHIRE	9 JAN'17	15 JAN'17
STAFFORD	23 JAN'17	28 JAN'18
MERTHYR TYDFIL	23 JAN'17	29 JAN'17
RUSHCLIFFE	1 FEB'17	1 MAR'17
NORTH WEST LEICESTERSHIRE	6 FEB'17	12 FEB'17
MERTHYR TYDFIL	13 FEB'17	19 FEB'17
CHESHIRE EAST	6 MAR'17	12 MAR'17
HALTON	20 FEB'17	26 FEB'17
WEST DORSET	20 FEB'17	26 FEB'17

TORFAEN	20 FEB'17	17 APR'17
GOSPORT	20 FEB'17	20 MAY'17
MELTON	23 FEB'17	22 MAY'17
BROXTOWE	27 FEB'17	27 MAR'17
AMBER VALLEY	27 FEB'17	26 JAN'18
ADUR	27 FEB'17	26 FEB'18
NEWARK & SHERWOOD	27 FEB'17	26 FEB'18
SURREY HEATH	1 MAR'17	14 MAR'17
STOKE ON TRENT	1 MAR'17	31 MAR'17
BURY	1 MAR'17	28 FEB'18
NORTH TYNESIDE	1 MAR'17	28 FEB'18
SOUTH STAFFORDSHIRE	1 MAR'17	1 JUN'17
CHORLEY	1 MAR'17	1 SEP'17
CHESHIRE EAST	6 MAR'17	12 MAR'17
CHELMSFORD	6 MAR'17	3 APR'17
SOLIHULL	6 MAR'17	5 MAR'18
RHONDDA CYNON TAF	13 MAR'17	5 MAR'18
MERTHYR TYDFIL	13 MAR'17	19 MAR'17
WEYMOUTH & PORTLAND	13 MAR'17	27 MAR'17
TEWKESBURY	13 MAR'17	12 MAR'18
MENDIP	13 MAR'17	12 MAR'18
LEWES	13 MAR'17	18 MAR'17
HALTON	20 MAR'17	26 MAR'17
BATH & NORTH EAST SOMERSET	20 MAR'17	19 MAR'18
NORTH SOMERSET	20 MAR'17	3 APR'17

WREXHAM	20 MAR'17	19 SEP'17
MERTHYR TYDFIL	10 APR'17	16 APR'17
HALTON	17 APR'17	23 APR'17
MERTHYR TYDFIL	8 MAY'17	14 MAY'17
EPPING FOREST	8 MAY'17	21 MAY'17
RYEDALE	29 MAY'17	4 JUN'17
MERTHYR TYDFIL	12 JUN'17	18 JUN'17
MERTHYR TYDFIL	10 JUL'17	16 JUL'17
CRAWLEY	17 JUL'17	29 JUL'17
NEWCASTLE UNDER LYME	1 AUG'17	31 AUG'17
MERTHYR TYDFIL	7 AUG'17	13 AUG'17
MERTHYR TYDFIL	11 SEP'17	19 SEP'17
MERTHYR TYDFIL	9 OCT'17	15 OCT'17
HINCKLEY & BOSWORTH	1 NOV'16	31 OCT'17
SUNDERLAND	1 NOV'16	31 OCT'17
WEST LINDSEY	1 NOV'16	31 OCT'17
ASHFIELD	1 NOV'17	1 NOV'17
FAREHAM	7 AUG'17	6 NOV'17
SOUTH CAMBRIDGESHIRE	7 AUG'17	6 NOV'17
GOSPORT	7 AUG'17	7 NOV'17
SOUTH STAFFORDSHIRE	14 AUG'17	13 NOV'17
EAST DEVON	14 AUG'17	13 NOV'17
NEATH PORT TALBOT	21 NOV'16	20 NOV'17
WINCHESTER	21 NOV'16	20 NOV'17
DENBIGHSHIRE	13 NOV'16	26 NOV'17

WEST DORSET	20 NOV'17	27 NOV'17
PURBECK	1 NOV'17	27 NOV'17
WIGAN	1 NOV'17	30 NOV'17
BOSTON	1 NOV'17	30 NOV'17
NEWCASTLE UNDER LYME	1 NOV'17	30 NOV'17
DURHAM	16 NOV'17	30 NOV'17
WEST LANCASHIRE	1 NOV'17	30 NOV'17
ASHFIELD	1 DEC'17	1 DEC'17
STOKE ON TRENT	13 NOV'17	8 DEC'17
WILTSHIRE	13 NOV'17	12 DEC'17
DURHAM	11 DEC'17	23 DEC'17
MID SUSSEX	27 NOV'17	24 DEC'17
BOSTON	1 DEC'17	31 DEC'17
2018		
ASHFIELD	1 JAN'18	1 JAN'18
AMBER VALLEY	27 FEB'17	26 JAN'18
DURHAM	15 JAN'18	27 JAN'18
STAFFORD	23 JAN'17	28 JAN'18
RUGBY	31 JUL'17	29 JAN'18
BOSTON	1 JAN'18	31 JAN'18
TORFEAN	1 JAN'18	31 JAN'18
RIBBLE VALLEY	2 JAN'18	31 JAN'18
ASHFIELD	1 FEB'18	1 FEB'18
TONBRIDGE & MALLING	19 FEB'18	23 FEB'18
DURHAM	12 FEB'18	24 FEB'18

Woodlands Cancer Care	Refused Licenses
Councils name	Reason
Blackpool	Charitable Percentage
Broadland	Charitable Percentage
Blaby	Charitable Percentage
Birmingham	Charitable Percentage/
Dartford	Charitable percentage
North Dorset	Charitable Percentage
Mid Sussex	Charitable Percentage
Waverley	Charitable Percentage
Carmarthenshire	Charitable Percentage
St Edmundsbury	Charitable Percentage
Darlington	Charitable Percentage
St Albans	Charitable percentage
Fylde	Charitable percentage
Warrington	Charitable percentage
Poole	Charitable percentage
Runnymede	Charitable percentage
South Norfolk	Charitable percentage
East Northamptonshire	Charitable Percentage
Crawley	Charitable Percentage
West Somerset	Not a locally based Charity
Lancaster	Charitable Percentage
Eastleigh	Charitable Percentage

BOSTON	1 FEB'18	28 FEB'18
SOLIHULL	6 MAR'17	5 MAR'18
RHONDDA CYNON TAFF	13 MAR'17	12 MAR'18
TEWKESBURY	13 MAR'17	12 MAR'18
MENDIP	13 MAR'17	12 MAR'18
BATH & NORTH EAST SOMERSET	20 MAR'17	19 MAR'18
NORTH WEST LEICESTERSHIRE	19 MAR	25 MAR'18
NORTH DEVON	10 APR'17	31 MAR'18
STROUD	1 JAN'18 -	31 MAR'18
BOSTON	1 MAR'18	31 MAR'18
EXETER	1 DEC'17	31 MAR'18
DURHAM	19 MAR'18	31 MAR'18
DONCASTER	3 APR'17	2 APR'18
SHEFFIELD	3 APR'17	2 APR'18
REDDITCH	7 APR'17	6 APR'18
NORTH HERTFORDSHIRE	17 APR'17	14 APR'18
WAKEFIELD	17 APR'17	16 APR'18
BOLSOVER	17 APR'17	16 APR'18
EAST HERTS	24 APR'17	23 APR'18
MAIDSTONE	1 MAY'17	30 APR'18
TUNBRIDGE WELLS	1 MAY'17	30 APR'18
SANDWELL	1 MAY'17	30 APR'18
GRAVESHAM	1 MAY'17	30 APR'18
BURNLEY	1 MAY'17	30 APR'18
PLYMOUTH	1 NOV'17	1 MAY'18

WALSALL	8 MAY'17	7 MAY'18
NORTH KESTEVEN	8 MAY'17	7 MAY'18
WREXHAM	26 NOV'17	25 MAY'18
CARLISLE	1 JUN'17	31 MAY'18
BOSTON	1 MAY'18	31 MAY'18
DURHAM	17 MAY'18	31 MAY'18
EAST LINDSEY	26 JUN'17	25 JUN'18
DURHAM	18 JUN'18	30 JUN'18

COMMERCIAL PARTICIPATION AGREEMENT

BETWEEN

AUDOSTA LTD

AND

WOODLANDS CANCER CARE

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES

Reference: TSS 38603.0002

COMMERCIAL PARTICIPATION AGREEMENT

DATED 12/06/2018

BETWEEN

(1) AUDOSTA LTD a company registered in England and Wales (number 07031195) whose registered office is at 3 Broad Street, Newport Gwent NP20 2DR ("the Commercial Participant"),

AND

(2) Jean Wilson of 21 Stanton Road, Billingham, TS22 5HX, UK, Deborah Jayne Dixon of 48 Belmont Avenue, Billingham, TS22 5HF, UK, Graham Peacock of 169 Burbank Street, Hartlepool, TS24 7JW, UK as trustees of WOODLANDS CANCER CARE a charity registered in England and Wales (charity number 1084428) whose principal office is at 21 Stanton Road, Billingham, TS22 5HX, UK ("the Charity")

BACKGROUND

- A. Woodlands Cancer Care Ltd is an England and Wales Registered charity (Reg. No 1084428) is dedicated to bringing comfort and support to cancer sufferers, their families, friends and carers throughout the United Kingdom. Charity is operating in accordance with regulations set by the Charity Commission of England and Wales.
- B. The Charity is to authorise the Commercial Participant to collect donated goods on its behalf.
- C. The Commercial Participant is a commercial participant in relation to the Charity as defined in Section 58 of the Charities Act 1992.
- D. This Agreement is entered into to comply with the Charities Acts 1992 and 2006.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

Goods	Clothes, shoes and other material
Leaflets	A small sheet of printed matter handed out door-to-door to raise awareness of the Charity
Logo	the logo of the Charity
Name	Woodlands Cancer Care
the Parties	the Commercial Participant and the Charity

Payment
£100.00 (one hundred pounds) per metric tonne of Goods and a pro-rata amount for any incomplete tonne plus VAT if applicable.

Sacks
Large plastic bags

Term
the period of 2 (two) years from the date of this Agreement

Territory
the United Kingdom of Great Britain

2. PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to raise funds for the Charity by the Commercial Participant collecting donated Goods in the name of the Charity and paying the Charity per tonne of Goods collected.
- 2.2 For the avoidance of doubt, the funds raised pursuant to this Agreement must be used for the purposes of the Charity and not for any other purposes.
- 2.3 The Parties shall comply with the requirements of the Charities Acts 1992 and 2006.

3. APPOINTMENT OF SUB-LICENSEE

- 3.1 In consideration of the undertakings given by the Commercial Participant in this Agreement, the Charity hereby appoints the Commercial Participant to distribute Sacks and Leaflets and to collect Goods in the Territory for the Term. As a non-exclusive licensee the Commercial Participant may use the Name and Logo on the Sacks and Leaflets provided that all such materials will be approved in advance by the Charity.

- 3.2 The Commercial Participant may include its own promotional advertising on the Sacks or the collection envelopes in which the Sacks are distributed.

4. OBLIGATIONS OF THE COMMERCIAL PARTICIPATOR

The Commercial Participant undertakes with the Charity that it shall:

- 4.1 not bring the Charity, the Name or the Logo into disrepute in any way whatsoever and that none of its activities or those of any subsidiary, holding company or sub-contractor are or will be inimical to the activities of the Charity;
- 4.2 both promote the collection of Goods throughout the Territory through the distribution of Sacks accompanied by Leaflets and undertake the actual collection of Goods to the best of its ability, but on condition that it shall obtain the prior written approval of the Charity (which approval

shall not be unreasonably withheld or delayed) to all materials which bear the name and/or logo;

- 4.3 ensure that the collections comply with all relevant legislation and with the Institute of Fundraising Code of Conduct on House-to House Collections and other relevant Codes of Practice issued by the Institute of Fundraising;

- 4.4 not solicit any donations of cash or cheques. If the Commercial Participant receives cash or cheques it must send the monies to the Charity as soon as is reasonably practicable and in any event within 3 working days;

- 4.5 provide a statement to the Charity every four months setting out the weight in metric tonnes of the Goods collected in the period since the preceding statement;

- 4.6 keep separate legible and detailed books of account and records relating to the collection of Goods. The Charity and its employees, agents and professional advisers shall be allowed to inspect audit and take copies of any such books of account, VAT records if appropriate, bank statements and other records howsoever kept of the Commercial Participant which relate to the Charity and are kept for the purposes of the Agreement;

- 4.7 pay the amounts due to the Charity pursuant to Clause 5 of this Agreement;

- 4.8 promptly pay to the Charity any sums revealed as having been underpaid as a result of an inspection pursuant to Clause 4.6 plus interest at 4% over Bank of England's base rate for the time being calculated from the date payment should have been made to the date of actual payment;

- 4.9 promptly pay the reasonable professional costs of inspection under Clause 4.6 in full if it has made an underpayment of at least 10% of the sums due; and

- 4.10 ensure that all the Sacks include a statement which complies with the Charities Act 1992 and the Charitable Institutions (Fund-Raising regulations) 1994 and will in particular state on all notices advertisements and other documents soliciting funds for the Charity that the Charity is a registered charity and its registered charity number.

5. THE PAYMENT

- 5.1 The Commercial Participant shall pay the Charity the sum of £400 per calendar month for 12 months therefore guaranteeing a minimum sum of £4800 to be paid to the charity per annum.

- 5.2.1 At the end of each year, the accounts of the Commercial Participant shall be subject to external audit and the tonnage of Goods collected on behalf of the Charity shall be calculated. On receipt of the audited accounts a statement shall be provided to the Charity by the Commercial Participant setting out the

tonnage of goods collected. The Charity shall then forward an invoice to the Commercial Participant in respect of the Payment. The Commercial Participant shall transfer to the Charity within 30 days of receiving the invoice the Payment for the amount collected throughout the year less the £4800 already paid. For the avoidance of doubt, the Charity shall not be required to repay the minimum payment of £400 per calendar month.

5.3 The Charity hereby authorises the Commercial Participant to make all necessary licence applications where required.

6. TERMINATION

6.1 The Charity shall be entitled to terminate this Agreement upon giving the Commercial Participant six months notice in writing.

6.2 The Commercial Participant shall be entitled to terminate this Agreement upon giving the Charity six months notice in writing.

6.3 The Charity shall be entitled to terminate this Agreement with immediate effect if:

6.3.1 the Commercial Participant fails to pay any sum due to the Charity after the due date and the Charity has given 30 days written notice to the Commercial Participant and the Commercial Participant has failed to pay in the 30-day period; or

6.3.2 the Commercial Participant does anything which in the reasonable opinion of the Charity brings or is likely to bring the Name, the Logo or the reputation of the Charity into disrepute; or

6.3.3 a resolution is passed for the voluntary or compulsory liquidation of the Commercial Participant or if a receiver is appointed over all or part of its business.

6.4 If the Charity terminates this Agreement under Clause 6.3 the Commercial Participant will no longer be authorised to use the Name and Logo and will cease immediately the distribution of Sacks and Leaflets and the collection of Goods.

6.5 Subject to the rights of the Parties to terminate under Clauses 6.1, 6.2, and 6.3, this Agreement shall terminate upon the expiry of the Term.

6.6 Notwithstanding termination of this Agreement, clauses 4.1 and 7 shall survive termination.

7. INDEMNITY

The Commercial Participant agrees to indemnify the Charity and in respect of any costs, claims, loss or liability whatsoever suffered by the Charity as a result of any breach by the Commercial Participant of any terms of this Agreement.

8. EXCLUSIVE AGREEMENT

The Charity undertakes with the Commercial Participant that for the duration of this Agreement it will not enter into a similar agreement with any other party within the Territory.

9. CONFIDENTIALITY

Each of the Parties agrees to keep confidential all and any information known about the other except where:

9.1 the information is already in the public domain or becomes publicly available on a non-confidential basis through no fault of the other party; or

9.2 it is necessary to disclose such information by Order of Court or Tribunal.

10. GENERAL

10.1 No amendment or addition to this Agreement shall be made unless made in writing and executed by the Parties.

10.2 The Parties are not partners nor joint ventures nor is the Commercial Participant entitled to act as or to represent itself as agent for the Charity nor to pledge the credit of the Charity.

10.3 None of the Parties shall be liable for any breach of any term of this Agreement which is the result of any cause beyond the control of the party in breach.

10.4 This Agreement shall be governed by the laws of England and Wales.

10.5 Any notice to be served on either Party shall be sent by prepaid recorded delivery or registered post to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting.

AS WITNESS the hands of the Parties

Signed:

Alan Adams
For and on behalf of the Charity

Dated:

Signed:

Director, Advertisements
For and on behalf of the Commercial Participant

Dated:

REGISTERED COMPANY NUMBER: 03773687 (England and Wales)
REGISTERED CHARITY NUMBER: 1084428

Woodlands Cancer Care Limited

Contents of the Financial Statements
for the Year Ended 31 May 2016

Report of the Trustees and
Unaudited Financial Statements for the Year Ended 31 May 2016
for
Woodlands Cancer Care Limited

	Page
Report of the Trustees	1 to 2
Independent Examiner's Report	3
Statement of Financial Activities	4
Balance Sheet	5 to 6
Notes to the Financial Statements	7 to 9
Detailed Statement of Financial Activities	10

HMB Accountants
Chartered Accountants and Business Advisors
Belas's Hall Technology Park
Coxwold Way
Billingham
Cleveland
TS23 4EA

Woodlands Cancer Care Limited

Report of the Trustees
for the Year Ended 31 May 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 May 2016. The trustees have adopted the provisions of the Statement of Recommended Practice (SORP) 'Accounting and Reporting by Charities' issued in March 2005.

REFERENCE AND ADMINISTRATIVE DETAILS

Registered Company number
03773687 (England and Wales)

Registered Charity number
1084428

Registered office
21 Stalton Road
Billingham
Cleveland
TS22 5HX

Trustees
Mrs J Wilson
Ms D Dixon
Mr G Peacock

Company Secretary
Ms D Dixon

Independent examiner
HMB Accountants
Chartered Accountants and Business Advisors
Belas's Hall Technology Park
Coxwold Way
Billingham
Cleveland
TS23 4EA

STRUCTURE, GOVERNANCE AND MANAGEMENT

Governing document
The charity is controlled by its governing document, a deed of trust, and constitutes a limited company, limited by guarantee, as defined by the Companies Act 2006.

Risk management

The trustees have a duty to identify and review the risks to which the charity is exposed and to ensure appropriate controls are in place to provide reasonable assurance against fraud and error.

OBJECTIVES AND ACTIVITIES

Objectives and aims
The Charity's main priority is to raise funds to provide cancer sufferers and their families assistance of a financial or other nature which will ease the burden of this illness.

ACHIEVEMENT AND PERFORMANCE

Charitable activities
The Charity continues to provide support to cancer sufferers through its on-going activities.

Grants awarded by the Charity totalled £8283 in the year under review. The Trustees are satisfied that the Charity has met its performance expectations for the year.

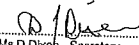
FUTURE DEVELOPMENTS

The Charity aims to continue to raise funds to assist cancer sufferers and their families. The Trustees believe that that the Charity aims will be best met by utilising existing means of raising funds.

Woodlands Cancer Care Limited

Report of the Trustees
for the Year Ended 31 May 2016

Approved by order of the board of trustees on 8.9.16 and signed on its behalf by:


Ms D Dixon - Secretary

Independent Examiner's Report to the Trustees of
Woodlands Cancer Care Limited

I report on the accounts for the year ended 31 May 2016 set out on pages four to nine.

Respective responsibilities of trustees and examiner

The charity's trustees (who are also the directors for the purposes of company law) are responsible for the preparation of the accounts. The charity's 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 required.

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

Basis of the 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 out in the statements below.

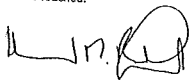
Independent examiner's statement

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 386 and 387 of the Companies Act 2006; and
 - to prepare accounts which accord with the accounting records, comply with the accounting requirements of Sections 394 and 395 of the Companies Act 2006 and with the methods and principles of the Statement of Recommended Practice: Accounting and Reporting by Charities

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.



HMB Accountants
Chartered Accountants and Business Advisors
Belafas Hall Technology Park
Coxwold Way
Billingham
Cleveland
TS23 4EA

Date: 18/10/16

Page 3

Woodlands Cancer Care Limited

Statement of Financial Activities
for the Year Ended 31 May 2016

	Notes	31.5.16 Unrestricted fund £	31.5.15 Total funds £
INCOMING RESOURCES			
Incoming resources from generated funds			
Voluntary income		7,996	11,499
RESOURCES EXPENDED			
Costs of generating funds			
Costs of generating voluntary income		5,882	6,873
Charitable activities			
Grants awarded		4,639	6,384
Governance costs		686	813
Total resources expended		11,207	13,870
NET INCOMING/(OUTGOING) RESOURCES		(3,211)	(2,371)
RECONCILIATION OF FUNDS			
Total funds brought forward		9,151	11,522
TOTAL FUNDS CARRIED FORWARD		5,940	9,151

The notes form part of these financial statements

Page 4

Woodlands Cancer Care Limited

Balance Sheet
At 31 May 2016

	Notes	£	31.5.16 Unrestricted fund £	31.5.15 Total funds £
FIXED ASSETS				
Tangible assets	4	-	-	122
CURRENT ASSETS				
Debtors	5	84	84	89
Cash at bank and in hand		6,874	6,874	9,946
			6,958	10,035
CREDITORS				
Amounts falling due within one year	6	(1,018)	(1,018)	(1,006)
NET CURRENT ASSETS			5,940	9,029
TOTAL ASSETS LESS CURRENT LIABILITIES			5,940	9,151
NET ASSETS			5,940	9,151
FUNDS				
Unrestricted funds	7		5,940	9,151
TOTAL FUNDS			5,940	9,151

The notes form part of these financial statements

Page 5

continued...

Woodlands Cancer Care Limited

Balance Sheet - continued
At 31 May 2016

The charitable company is entitled to exemption from audit under Section 477 of the Companies Act 2006 for the year ended 31 May 2016.

The members have not required the charitable company to obtain an audit of its financial statements for the year ended 31 May 2016 in accordance with Section 476 of the Companies Act 2006.

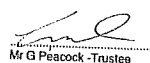
The trustees acknowledge their responsibilities for

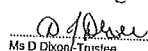
- (a) ensuring that the charitable company keeps accounting records that comply with Sections 386 and 387 of the Companies Act 2006 and
- (b) preparing financial statements which give a true and fair view of the state of affairs of the charitable company as at the end of each financial year and of its surplus or deficit for each financial year in accordance with the requirements of Sections 394 and 395 and which otherwise comply with the requirements of the Companies Act 2006 relating to financial statements, so far as applicable to the charitable company.

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

The financial statements were approved by the Board of Trustees on 8/9/16 and were signed on its behalf by:


Mrs Wilson - Trustee


Mr G Peacock - Trustee


Ms D Dixon - Trustee

The notes form part of these financial statements

Page 6

Woodlands Cancer Care LimitedNotes to the Financial Statements
for the Year Ended 31 May 2016**1. ACCOUNTING POLICIES****Accounting convention**

The financial statements have been prepared under the historical cost convention, and in accordance with the Financial Reporting Standard for Smaller Entities (effective April 2008), the Companies Act 2006 and the requirements of the Statement of Recommended Practice, Accounting and Reporting by Charities.

Incoming resources

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

Resources expended

Expenditure is accounted for on an accruals basis and has been classified under headings that aggregate all cost related to the category. Where costs cannot be directly attributed to particular headings they have been allocated to activities on a basis consistent with the use of resources.

Grants offered subject to conditions which have not been met at the year end date are noted as a commitment but not accrued as expenditure.

Tangible fixed assets

Depreciation is provided at the following annual rates in order to write off each asset over its estimated useful life.

Computer equipment - 25% on cost

Taxation

The charity is exempt from corporation tax on its charitable activities.

Fund accounting

Unrestricted funds can be used in accordance with the charitable objectives at the discretion of the trustees.

Restricted funds can only be used for particular restricted purposes within the objects of the charity. Restrictions arise when specified by the donor or when funds are raised for particular restricted purposes.

Further explanation of the nature and purpose of each fund is included in the notes to the financial statements.

2. NET INCOMING/(OUTGOING) RESOURCES

Net resources are stated after charging/(crediting):

	31.5.16 £	31.5.15 £
Depreciation - owned assets	122	213

3. TRUSTEES' REMUNERATION AND BENEFITS

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

Trustees' expenses

There were no trustees' expenses paid for the year ended 31 May 2016 nor for the year ended 31 May 2015.

Page 7

Woodlands Cancer Care LimitedNotes to the Financial Statements - continued
for the Year Ended 31 May 2016**4. TANGIBLE FIXED ASSETS****COST**

At 1 June 2015 and 31 May 2016

Computer
equipment
£

1,543

DEPRECIATION

At 1 June 2015

Charge for year

1,421

122

At 31 May 2016

1,543

NET BOOK VALUE

At 31 May 2016

-

At 31 May 2015

122

5. DEBTORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	31.5.16 £	31.5.15 £
Prepayments	84	89

6. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	31.5.16 £	31.5.15 £
Directors' current accounts	514	514
Accrued expenses	504	492
	1,018	1,006

7. MOVEMENT IN FUNDS

	At 1.6.15 £	Net movement in funds £	At 31.5.16 £
Unrestricted funds			
General fund	9,151	(3,211)	5,940
TOTAL FUNDS	9,151	(3,211)	5,940

Page 8

Woodlands Cancer Care LimitedNotes to the Financial Statements - continued
for the Year Ended 31 May 2016**7. MOVEMENT IN FUNDS - continued**

Net movement in funds, included in the above are as follows:

	Incoming resources £	Resources expended £	Movement in funds £
Unrestricted funds			
General fund	7,996	(11,207)	(3,211)
TOTAL FUNDS	7,996	(11,207)	(3,211)

Page 9

COMPANY REGISTRATION NUMBER: 07031195

Audosta Limited
Financial Statements
30 September 2017

Audosta Limited
Financial Statements
Year ended 30 September 2017

Contents	Page
Director's report	1
Independent auditor's report to the members	3
Statement of income and retained earnings	7
Statement of financial position	8
Notes to the financial statements	9
The following pages do not form part of the financial statements	
Detailed income statement	15
Notes to the detailed income statement	16

HARPER SHELDON LIMITED
Chartered Accountants & statutory auditor
Midway House
Staverton Technology Park
Herrick Way, Staverton
Cheltenham, Glos.
GL51 6TQ

Audosta Limited

Director's Report

Year ended 30 September 2017

The director presents his report and the financial statements of the company for the year ended 30 September 2017.

Director

The director who served the company during the year was as follows:

Mr A Stasiulevicius

Director's responsibilities statement

The director is responsible for preparing the director's report and the financial statements in accordance with applicable law and regulations.

Company law requires the director to prepare financial statements for each financial year. Under that law the director has elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the director must not approve the financial statements unless he is satisfied that they give a true and fair view of the state of affairs of the company and the profit or loss of the company for that period.

In preparing these financial statements, the director is required to:

- select suitable accounting policies and then apply them consistently;
- make judgments 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 company will continue in business.

The director is responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. He is also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Auditor

Each of the persons who is a director at the date of approval of this report confirms that:

- so far as they are aware, there is no relevant audit information of which the company's auditor is unaware; and
- they have taken all steps that they ought to have taken as a director to make themselves aware of any relevant audit information and to establish that the company's auditor is aware of that information.

Small company provisions

This report has been prepared in accordance with the provisions applicable to companies entitled to the small companies exemption.

Audosta Limited

Director's Report (continued)

Year ended 30 September 2017

This report was approved by the board of directors on 14 June 2018 and signed on behalf of the board by:

Mr A Stasiulevicius
Director

Audosta Limited**Independent Auditor's Report to the Members of Audosta Limited****Year ended 30 September 2017****Opinion**

We have audited the financial statements of Audosta Limited (the 'company') for the year ended 30 September 2017 which comprise the statement of income and retained earnings, statement of financial position and the related notes, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including FRS 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the company's members, as a body, in accordance with chapter 3 of part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 30 September 2017 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice;
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:

- the director's use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the director has not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

- 3 -

Audosta Limited**Independent Auditor's Report to the Members of Audosta Limited (continued)****Year ended 30 September 2017****Responsibilities of the director**

As explained more fully in the director's responsibilities statement, the director is responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the director determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the director is responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the director either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs (UK), we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the director.
- Conclude on the appropriateness of the director's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- 5 -

Audosta Limited**Independent Auditor's Report to the Members of Audosta Limited (continued)****Year ended 30 September 2017****Emphasis of matter**

We are required to report the limitation of scope of the audit in relation to the stock held in the company. We were unable to carry out auditing procedures necessary to obtain adequate assurance regarding the quantities and condition of stock, appearing in the statement of financial position. There were no other satisfactory audit procedures that we could adopt to obtain sufficient evidence regarding the existence of stock. Accordingly, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Any adjustment to the figure may have a consequential significant effect on the profit for the year and net assets at 30 September 2017.

Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The director is responsible for the other information. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the director's report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the director's report has been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where the Companies Act 2006 request us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or
- the directors were not entitled to prepare the financial statements and the directors' report in accordance with the small companies regime.

- 4 -

Audosta Limited**Independent Auditor's Report to the Members of Audosta Limited (continued)****Year ended 30 September 2017**

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Simon Sheldon (Senior Statutory Auditor)

For and on behalf of
Harper Sheldon Limited
Chartered Accountants & statutory auditor
Midway House
Slaveron Technology Park
Herrick Way, Slaveron
Cheltenham, Glos.
GL51 6TQ

18 June 2018

- 6 -

Audosta Limited
Statement of Income and Retained Earnings
Year ended 30 September 2017

	Note	2017 £	2016 £
Turnover		768,269	599,074
Cost of sales		501,349	333,456
Gross profit		266,920	265,618
Administrative expenses		283,239	233,905
Other operating income		67,357	45,000
Operating profit		41,038	76,713
Profit before taxation	5	41,038	76,713
Tax on profit		7,138	(2,382)
Profit for the financial year and total comprehensive income		33,900	79,095
Dividends paid and payable		(5,000)	—
Retained earnings/(losses) at the start of the year		1,179	(77,916)
Retained earnings at the end of the year		30,079	1,179

All the activities of the company are from continuing operations.

The notes on pages 9 to 13 form part of these financial statements.

- 7 -

Audosta Limited
Statement of Financial Position
30 September 2017

	Note	2017 £	2016 £
Fixed assets			
Tangible assets	6	13,012	5,738
Current assets			
Stocks		118,584	157,693
Debtors	7	19,989	27,367
Cash at bank and in hand		105	226
		138,678	185,286
Creditors: amounts falling due within one year	8	119,387	165,575
Net current assets		19,291	19,711
Total assets less current liabilities		32,303	25,449
Creditors: amounts falling due after more than one year	9	—	23,403
Provisions			
Taxation including deferred tax		2,124	767
Net assets		30,179	1,279
Capital and reserves			
Called up share capital		100	100
Profit and loss account		30,079	1,179
Shareholders funds		30,179	1,279

These financial statements have been prepared in accordance with the provisions applicable to companies subject to the small companies' regime and in accordance with FRS 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland'.

These financial statements were approved by the board of directors and authorised for issue on 14 June 2018, and are signed on behalf of the board by:

Mr A Stasiulevicius
Director

Company registration number: 07031195

The notes on pages 9 to 13 form part of these financial statements.

- 8 -

Audosta Limited
Notes to the Financial Statements
Year ended 30 September 2017

1. General Information

The company is a private company limited by shares, registered in England & Wales. The address of the registered office is 3 Broad Street, Newport, Gwent, NP20 2DQ, Wales.

2. Statement of compliance

These financial statements have been prepared in compliance with Section 1A of FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland'.

3. Accounting policies

Basis of preparation

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of certain financial assets and liabilities and investment properties measured at fair value through profit or loss.

The financial statements are prepared in sterling, which is the functional currency of the entity.

The accounts are prepared on a going concern basis. The directors believe this to be appropriate due to their continued financial support.

Transition to FRS 102

The entity transitioned from previous UK GAAP to FRS 102 as at 1 October 2015. Details of how FRS 102 has affected the reported financial position and financial performance is given in note 12.

Revenue recognition

Turnover is measured at the fair value of the consideration received or receivable for goods supplied and services rendered, net of discounts and Value Added Tax.

Revenue from the sale of goods is recognised when the significant risks and rewards of ownership have transferred to the buyer (usually on despatch of the goods); the amount of revenue can be measured reliably, it is probable that the associated economic benefits will flow to the entity, and the costs incurred or to be incurred in respect of the transactions can be measured reliably.

Income tax

The taxation expense represents the aggregate amount of current and deferred tax recognised in the reporting period. Tax is recognised in profit or loss, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, tax is recognised in other comprehensive income or directly in equity, respectively.

Current tax is recognised on taxable profit for the current and past periods. Current tax is measured at the amounts of tax expected to pay or recover using the tax rates and laws that have been enacted or substantively enacted at the reporting date.

- 9 -

Audosta Limited
Notes to the Financial Statements (continued)
Year ended 30 September 2017

3. Accounting policies (continued)

Income tax (continued)

Deferred tax is recognised in respect of all timing differences at the reporting date. Unrelieved tax losses and other deferred tax assets are recognised to the extent that it is probable that they will be recovered against the reversal of deferred tax liabilities or other future taxable profits. Deferred tax is measured using the tax rates and laws that have been enacted or substantively enacted by the reporting date that are expected to apply to the reversal of the timing difference.

Foreign currencies

Foreign currency transactions are initially recorded in the functional currency, by applying the spot exchange rate as at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are translated at the exchange rate ruling at the reporting date, with any gains or losses being taken to the profit and loss account.

Tangible assets

Tangible assets are initially recorded at cost, and subsequently stated at cost less any accumulated depreciation and impairment losses. Any tangible assets carried at revalued amounts are recorded at the fair value at the date of revaluation less any subsequent accumulated depreciation and subsequent accumulated impairment losses.

An increase in the carrying amount of an asset as a result of a revaluation, is recognised in other comprehensive income and accumulated in equity, except to the extent it reverses a revaluation decrease of the same asset previously recognised in profit or loss. A decrease in the carrying amount of an asset as a result of revaluation, is recognised in other comprehensive income to the extent of any previously recognised revaluation increase accumulated in equity in respect of that asset. Where a revaluation decrease exceeds the accumulated revaluation gains accumulated in equity in respect of that asset, the excess shall be recognised in profit or loss.

Depreciation

Depreciation is calculated so as to write off the cost or valuation of an asset, less its residual value, over the useful economic life of that asset as follows:

Plant and machinery	- 25% straight line
Fixtures and fittings	- 25% straight line
Motor vehicles	- 25% straight line
Equipment	- 25% straight line

Impairment of fixed assets

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

For the purposes of impairment testing, when it is not possible to estimate the recoverable amount of an individual asset, an estimate is made of the recoverable amount of the cash-generating unit to which the asset belongs. The cash-generating unit is the smallest identifiable group of assets that includes the asset and generates cash inflows that largely independent of the cash inflows from other assets or groups of assets.

- 10 -

Audosta Limited

Notes to the Financial Statements (continued)

Year ended 30 September 2017

3. Accounting policies (continued)

Impairment of fixed assets (continued)

For impairment testing of goodwill, the goodwill acquired in a business combination is, from the acquisition date, allocated to each of the cash-generating units that are expected to benefit from the synergies of the combination, irrespective of whether other assets or liabilities of the company are assigned to those units.

Stocks

Stocks are measured at the lower of cost and estimated selling price less costs to complete and sell. Cost includes all costs of purchase, costs of conversion and other costs incurred in bringing the stock to its present location and condition.

Provisions

Provisions are recognised when the entity has an obligation at the reporting date as a result of a past event, it is probable that the entity will be required to transfer economic benefits in settlement and the amount of the obligation can be estimated reliably. Provisions are recognised as a liability in the statement of financial position and the amount of the provision as an expense.

Provisions are initially measured at the best estimate of the amount required to settle the obligation at the reporting date and subsequently reviewed at each reporting date and adjusted to reflect the current best estimate of the amount that would be required to settle the obligation. Any adjustments to the amounts previously recognised are recognised in profit or loss unless the provision was originally recognised as part of the cost of an asset. When a provision is measured at the present value of the amount expected to be required to settle the obligation, the unwinding of the discount is recognised as a finance cost in profit or loss in the period it arises.

Defined contribution plans

Contributions to defined contribution plans are recognised as an expense in the period in which the related service is provided. Prepaid contributions are recognised as an asset to the extent that the prepayment will lead to a reduction in future payments or a cash refund.

When contributions are not expected to be settled wholly within 12 months of the end of the reporting date in which the employees render the related service, the liability is measured on a discounted present value basis. The unwinding of the discount is recognised as a finance cost in profit or loss in the period in which it arises.

4. Employee numbers

The average number of persons employed by the company during the year amounted to 12 (2016: 8).

5. Profit before taxation

Profit before taxation is stated after charging:

	2017 £	2016 £
Depreciation of tangible assets	<u>7,852</u>	<u>11,213</u>

- 11 -

Audosta Limited

Notes to the Financial Statements (continued)

Year ended 30 September 2017

6. Tangible assets

	Plant and machinery £	Fixtures and fittings £	Motor vehicles £	Equipment £	Total £
Cost					
At 1 October 2016	16,897	12,247	30,240	56,496	115,880
Additions	1,711	—	13,000	415	15,126
Disposals	(2,400)	—	(2,150)	(1,533)	(6,083)
At 30 September 2017	<u>16,208</u>	<u>12,247</u>	<u>41,090</u>	<u>55,378</u>	<u>124,923</u>
Depreciation					
At 1 October 2016	16,739	12,247	27,743	53,413	110,142
Charge for the year	586	—	4,499	2,767	7,852
Disposals	(2,400)	—	(2,151)	(1,532)	(6,083)
At 30 September 2017	<u>14,925</u>	<u>12,247</u>	<u>30,091</u>	<u>54,648</u>	<u>111,911</u>
Carrying amount					
At 30 September 2017	<u>1,283</u>	<u>—</u>	<u>10,999</u>	<u>730</u>	<u>13,012</u>
At 30 September 2016	<u>168</u>	<u>—</u>	<u>2,497</u>	<u>3,083</u>	<u>5,738</u>

7. Debtors

	2017 £	2016 £
Trade debtors	(974)	5,858
Other debtors	<u>20,863</u>	<u>21,511</u>
	<u>19,889</u>	<u>27,387</u>

8. Creditors: amounts falling due within one year

	2017 £	2016 £
Bank loans and overdrafts	19,720	30,900
Trade creditors	68,464	61,360
Amounts owed to group undertakings and undertakings in which the company has a participating interest	—	20,957
Corporation tax	5,781	262
Social security and other taxes	167	—
Other creditors	<u>25,255</u>	<u>52,096</u>
	<u>119,387</u>	<u>165,575</u>

9. Creditors: amounts falling due after more than one year

	2017 £	2016 £
Amounts owed to group undertakings and undertakings in which the company has a participating interest	—	23,403

- 12 -

Audosta Limited

Notes to the Financial Statements (continued)

Year ended 30 September 2017

10. Director's advances, credits and guarantees

During the year the director entered into the following advances and credits with the company:

	2017			
	Balance brought forward	Advances/ (credits) to the director	Amounts repaid	Balance outstanding
	£	£	£	£
Mr A Stasiulevicius	(48,764)	58,414	(28,403)	(18,753)
	2016			
	Balance brought forward	Advances/ (credits) to the director	Amounts repaid	Balance outstanding
	£	£	£	£
Mr A Stasiulevicius	(79,768)	33,032	(2,027)	(48,763)

11. Related party transactions

The company was under the control of Mr Audrius Stasiulevicius throughout the current and previous year. Mr Audrius Stasiulevicius is the managing director and majority shareholder and received dividends of £5,000 (2016: £nil) in the year.

The company entered into transactions with Sunrise Dreams Limited to the value of £20,957 (2016: £46,637), a company related by connected persons. At the year end a creditor of Enil (2016: £20,957) was due to Sunrise Dreams Limited, in respect of expenses incurred by Sunrise Dreams Limited on behalf of Audosta Limited.

The company entered into transactions with UAB Audosta, a company registered in Lithuania, to the value of £23,403 (2016: £nil). This is a company related by connected persons. At the year end a creditor of Enil (2016: £23,403) was due to UAB Audosta, in respect of expenses incurred by Audosta Limited.

12. Transition to FRS 102

These are the first financial statements that comply with FRS 102. The company transitioned to FRS 102 on 1 October 2015.

No transitional adjustments were required in equity or profit or loss for the year.

- 13 -

Audosta Limited

Management Information

Year ended 30 September 2017

The following pages do not form part of the financial statements.

- 14 -

Audosta Limited
Detailed Income Statement
Year ended 30 September 2017

	2017 £	2016 £
Turnover	768,269	599,074
Cost of sales		
Opening stock	187,693	132,350
Purchases	263,257	217,774
Packaging	192,489	126,501
Carriage	6,494	14,524
	619,933	491,149
Closing stock	118,584	157,693
	501,349	333,456
Gross profit	266,920	265,618
Overheads		
Administrative expenses	283,239	233,905
Other operating income	57,357	45,000
Operating profit	41,038	76,713
Profit before taxation	41,038	76,713

- 15 -

Audosta Limited
Notes to the Detailed Income Statement
Year ended 30 September 2017

	2017 £	2016 £
Administrative expenses		
Directors salaries	12,000	14,588
Directors pensions	1,200	4,800
Wages and salaries	103,394	77,346
Staff pension contributions	377	—
Rent	20,671	18,606
Rates and water	10,187	8,734
Light and heat	4,076	1,957
Insurance	5,726	5,809
Repairs and maintenance	5,882	611
Cleaning costs	—	425
Motor expenses	71,719	57,798
Travel and subsistence	3,882	2,015
Telephone	7,032	7,017
Printing postage and stationery	5,457	3,545
Sundry expenses	589	552
Charitable donations	8,312	(3,139)
Computer costs	3,540	1,932
Advertising	2,018	1,285
Entertaining	—	148
Legal and professional fees	—	427
Accountancy fees	7,577	9,497
Depreciation of tangible assets	7,852	11,213
(Gain)/loss on disposal of tangible assets	(2,850)	500
Bank charges	4,548	7,686
Foreign currency gains/losses	—	553
	283,239	233,905
Other operating income		
Management charges receivable	57,357	45,000

- 16 -

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

Document is Restricted

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