

## **LICENSING BOARD SUB-COMMITTEE**

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

**Date:** Monday, 13th January, 2020

**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. Determination of Applications for a House to House Collection Permit (Pages 1 - 224)
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 225 - 368)

**(The Chair authorised consideration of the following item to enable the matter to be processed.)**

6. Renewal of a Private Hire Licence (Age Exemption) (Pages 369 - 409)
7. Date and Time of the Next Meeting - Monday, 3rd February, 2020 at 9.30 a.m.

<b>ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS</b>
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<b>Meeting:</b>	Licensing Board Sub-Committee
<b>Date:</b>	13 <sup>th</sup> January 2020
<b>Title:</b>	<b>Determination of Applications for a House to House Collection Permit</b>
<b>Directorate:</b>	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 two applications for House to House collection permits, further details are provided below:

### Application 1

Charity / Charitable Purpose: Treating Children with Cancer

### Application 2

Charity / Charitable Purpose: Samuel’s Charity

### Application 3

Charity / Charitable Purpose: Coping with Cancer North East

**Application 4**

Charity / Charitable Purpose: The Children's Hospital Charity

**Application 5**

Charity / Charitable Purpose: North of England Children's Cancer Research

**Application 6**

Charity / Charitable Purpose: Yorkshire Children's Trust

**Application 7**

Charity / Charitable Purpose: Breast Cancer Research Aid

**Application 8**

Charity / Charitable Purpose: Childlife

**Application 9**

Charity / Charitable Purpose: Wood Green – The Animal Charity

**Application 10**

Charity / Charitable Purpose: National Deaf Children's Society

**Application 11**

Charity / Charitable Purpose: Battersea Dogs and Cats Home

**Application 12**

Charity / Charitable Purpose: Children with Cancer UK

Further information in relation to these applications is attached as Appendices to this report.

Should the permit(s) be granted at the hearing any permit(s) 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 alternative dates can be offered for the time period requested e.g. one week / one month etc.

#### **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.

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



RECEIVED

## Appendix 1

## Regeneration and Environment Services

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

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

Fee	Free of charge
Lapac number	044241
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 info 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): MRS Date of Birth: 25-8-67

Surname: WALKER First names: LYNNE

Address (either home or Business): UNIT 74  
RAY STREET ENTERPRISE CENTRE  
HUDDESFIELD Post code: HD1 6BL

Daytime phone number: 01484 533939 Mobile phone number:

E-mail address: INFO@TEWCANER-ONS.UK

**Details of the charity which the collection will benefit**

2. Name of Charity: TREATING CHILDREN WITH CANER

Head Office address for the Charity: AS ABOVE

Contact phone number:  Mobile phone number:

E-mail address:

Post code:

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

YES ☒ No ☐

If YES, please state your position within the Charity:

TRUSTEE

\*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 ASSIST INTO THE  
RESEARCH & TREATMENT  
OF CHILDREN WITH  
CANCER

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

Please attach supporting information, web site details etc.

AS ABOVE

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

Yes

☒

No

☐

Registered Charity Number

1132491

### Collection details

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

WHOLE ROTHERHAM

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

1-12-19 to 30-11-20

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

2

- 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 SHOES

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 purposes in other areas of the UK:

Yes

☒

No

☐

If Yes, which other licensing authorities

BLARY, KENNELS

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

£

4.b. Is it proposed to use some of the takings for the payment of any persons:

Yes ☐

No ☒

If YES: Is it to Collectors Yes ☐

No ☒

Is it to Other Persons Yes ☐

No ☒

4.c. Please state how much will be deducted, for what reasons, and, if applicable what "other persons" will be paid:

£

**Details of company or organisation responsible for these collection**

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

TREATING CHILDREN WITH CANCER

Office address of the

Company/Organisation:

Post code

Contact phone number:

Mobile phone number:

E-mail address:

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

YES ☐ No ☐

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

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

**Licensing history of Charity/Collection Company**

6. Has the applicant, charity or collections company ever held a house to house collection permit before? Yes ☒ No ☐

If 'Yes', who issued it?

ROTHERHAM

What date was it granted?

1/12/18

What licence number was it?

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

*Rhona Walker*

Date applicant signed form

29/10/19

Registered number  
06959129

Treating Children With Cancer  
(A Company Limited By Guarantee & Registered Charity)  
Report and Accounts  
30 November 2018

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

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Accountants' report	3
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Balance sheet	5
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**Treating Children With Cancer  
Company Information**

**Directors**

Mr Azim Nadeem  
Miss Lynne Walker  
Mr Amjad Baig

**Accountants**

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

**Bankers**

HSBC  
2 Cloth Hall Street  
Huddersfield  
West Yorkshire  
HD1 2ES

**Registered office**

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

**Registered number**

06959129

**Registered Charity number**

1132491



## **Treating Children With Cancer**

**Registered number:** 06959129

### **Directors' Report**

The Trustees present their annual report and accounts for the year ended 30th November 2018. The board of trustees are satisfied with the performance of the charity during the year and the position at 30th November 2018 and consider that the charity is in a strong position to continue its activities during the coming year, and that the charity's assets are adequate to fulfil its obligations.

### **Trustees**

The following persons served as Trustees during the year:

Mr Azim Nadeem  
Miss Lynne Walker  
Mr Amjad Baig

## **OBJECTIVES AND ACTIVITIES**

### **Aims and Objectives**

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

### **Public benefit**

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

## **ACHIEVEMENT AND PERFORMANCE**

### **Charitable activities**

During the year the charity raised funds to further the charities objectives. In this period £346,202 was raised.

## **FINANCIAL REVIEW**

### **Reserves Policy**

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

### **Small company provisions**

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

This report was approved by the board on 17 May 2019 and signed on its behalf.

Mr Azim Nadeem  
Director

## **Treating Children With Cancer**

### **Report to the directors on the preparation of the unaudited statutory accounts of Treating Children With Cancer for the year ended 30 November 2018**

In order to assist you to fulfil your duties under the Companies Act 2006, we have prepared for your approval the accounts of Treating Children With Cancer for the year ended 30 November 2018 which comprise of the Profit and Loss Account, the Balance Sheet and the related notes from the company's accounting records and from information and explanations you have given us.

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

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

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

17 May 2019

**Treating Children With Cancer  
Profit and Loss Account  
for the year ended 30 November 2018**

	<b>Unrestricted funds £</b>	<b>2018 £</b>	<b>2017 £</b>
<b>Incoming Resources</b>	346,202	346,202	37,285
Resources Expended	(46,357)	(46,357)	(31,768)
<b>Net (expenditure)/income for the year</b>	299,845	299,845	5,517
<b>Total incoming resources for the year</b>	<u>299,845</u>	<u>299,845</u>	<u>5,517</u>
<b>Fund balances at 30 November 2017</b>	52,281	52,281	46,764
<b>Fund balances at 30 November 2018</b>	<u>352,126</u>	<u>352,126</u>	<u>52,281</u>

**Treating Children With Cancer****Registered number:** 06959129**Balance Sheet****as at 30 November 2018**

	Notes	2018 £	2017 £
<b>Fixed assets</b>			
Tangible assets	2	2,566	-
<b>Current assets</b>			
Debtors	3	2,253	2,331
Cash at bank and in hand		348,472	50,810
		<u>350,725</u>	<u>53,141</u>
<b>Creditors: amounts falling due within one year</b>	4	(1,165)	(860)
<b>Net current assets</b>		<u>349,560</u>	<u>52,281</u>
<b>Net assets</b>		<u>352,126</u>	<u>52,281</u>
<b>Unrestricted funds</b>			
General funds		352,126	52,281
<b>Unrestricted funds</b>		<u>352,126</u>	<u>52,281</u>

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

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

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

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

Mr Azim Nadeem

Director

Approved by the board on 17 May 2019

**Treating Children With Cancer**  
**Notes to the Accounts**  
**for the year ended 30 November 2018**

**1 Accounting policies**

***Basis of preparation***

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

***Turnover***

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

***Accumulated funds***

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

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

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

***Creditors***

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

**2 Tangible fixed assets**

	<b>Office furniture £</b>
<b>Cost</b>	
Additions	2,851
At 30 November 2018	<u>2,851</u>
<b>Depreciation</b>	
Charge for the year	285
At 30 November 2018	<u>285</u>
<b>Net book value</b>	
At 30 November 2018	<u>2,566</u>

**3 Debtors**

	<b>2018 £</b>	<b>2017 £</b>
Trade debtors	<u>2,253</u>	<u>2,331</u>

**Treating Children With Cancer  
Notes to the Accounts  
for the year ended 30 November 2018**

<b>4 Creditors: amounts falling due within one year</b>	<b>2018</b>	<b>2017</b>
	<b>£</b>	<b>£</b>
Trade creditors	<u>1,165</u>	<u>860</u>

**5 Other information**

Treating Children With Cancer is a private company limited by shares and incorporated in England. Its registered office is:  
Unit T4  
Ray Street Enterprise Centre  
Ray Street  
Huddersfield  
HD1 6BL

**Treating Children With Cancer**  
**Detailed profit and loss account**  
**for the year ended 30 November 2018**

*This schedule does not form part of the statutory accounts*

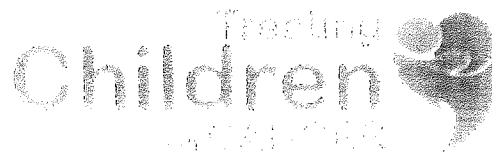
	2018 £	2017 £
<b>Incoming Resources</b>		
Sales	34,225	37,285
Donation from late Janet Eastwood	311,977	-
	<u>346,202</u>	<u>37,285</u>
<b>Administrative expenses</b>		
Donations :		
Projects in association with McMillan Cancer	12,500	5,500
Projects in association with Theodora Trust	6,000	6,000
Clic Sargent	5,000	3,000
Birmingham University	7,500	5,000
Action Medical	-	2,000
Luton & Duns Hospital	-	3,000
Christie	7,500	-
	<u>38,500</u>	<u>24,500</u>
Premises costs:		
Rent	3,441	3,319
Rates	285	227
Light and heat	1,738	1,505
	<u>5,464</u>	<u>5,051</u>
General administrative expenses:		
Telephone and fax	768	825
Stationery and printing	82	-
Insurance	412	442
Depreciation	285	-
	<u>1,547</u>	<u>1,267</u>
Legal and professional costs:		
Accountancy fees	654	600
Advertising and PR	192	134
Other legal and professional	-	216
	<u>846</u>	<u>950</u>
	<u>46,357</u>	<u>31,768</u>

**Treating Children With Cancer**  
**Detailed profit and loss account**  
**for the year ended 30 November 2018**

*This schedule does not form part of the statutory accounts*

	2018 £	2017 £
<b>Incoming Resources</b>	346,202	37,285
Resources Expended	(46,357)	(31,768)
<b>Net (expenditure)/income for the year</b>	299,845	5,517
<b>Total incoming resources for the year</b>	<u>299,845</u>	<u>5,517</u>





**TO WHOM IT MAY CONCERN**

1<sup>st</sup> April 2019.

Dear Sirs,

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

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

Yours faithfully

  
Amjad Baigh  
TRUSTEE

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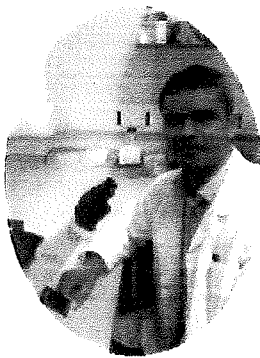
Unit T4 Ray Street Enterprise Centre, Ray Street, Huddersfield West Yorkshire HD1 6BL, England (UK)  
Telephone: 0845 519 3421 Email: [Info@tcwcancer.org.uk](mailto:Info@tcwcancer.org.uk) [www.tcwcancer.org.uk](http://www.tcwcancer.org.uk)

Treating Children with CANCER is a registered charity No. 1132491

27/10/2019

- [Home](#)
- [Projects](#)
  - [Research Cancer Cells](#)
  - [Wilms Tumour](#)
  - [Late Effects Nurse](#)
  - [Children & Teen's Info Nurse](#)
  - [Proton Therapy](#)
  - [Operation Teddy Bear](#)
  - [Giggle Doctor](#)
- [Contact Us](#)
- [Cancer Info](#)

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



## Research Background

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

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

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

## Future research

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

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

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

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



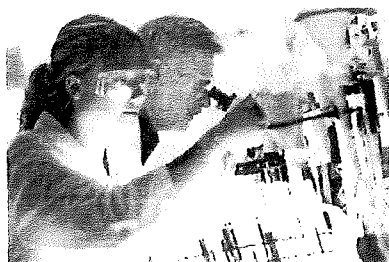
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copies.

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

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

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

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

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



The UCL Research Team



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

– Kathy Pritchard Jones

UCL Research

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

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

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

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

– Caroline Totterdill,

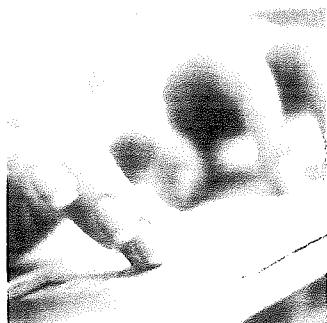
Head of Philanthropy, Macmillan Cancer Support

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

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

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

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

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

– Caroline Totterdill,

Head of Philanthropy, Macmillan Cancer Support

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

-The Theodora Children's Charity

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

- A parent

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## 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)

Fee	Free of Charge
Lalpac number	044242
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.

SAMUEL'S CHARITY PROVIDES TREATS, TOYS, GAMES AND MEDICAL EQUIPMENT TO CHILDREN IN HOSPITALS NATIONWIDE.

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

Please attach supporting information, web site details etc.

SAMUEL'S CHARITY HELPS CHILDREN ACROSS THE UK, INCLUDING ROTHERHAM.

- 2.d. Is this charity/fund a UK registered charity Yes ☒ No ☐ Registered Charity Number 1164034

### Collection details

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

WHOLE AREA

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

01/01/2020 - 31/12/2020 OR ANY AVAILABLE DATES  
BETWEEN 8AM AND 5PM

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

- 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)

COLLECT CLOTHING, SHOES, CHILDRENS TOYS, BAGS, SMALL HOUSEHOLD ITEMS AND BRIC A BRAC. THIS IS SOLD ONTO EASTERN EUROPE AND £75 PER TONNE MADE IS DONATED BACK TO THE CHARITY IN MONTHLY PAYMENTS.

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

WE ARE APPLYING FOR LICENSES NATIONWIDE. RECENTLY APPLIED TO:  
Oadby and Wigston, Ref No - HH0017, Date - 15/09/2019 - 14/09/2020

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.

No not a War Charity

**Funds raised following collections**

4. Are all of the collections takings to be paid over to the Charity Yes ☐ No ☒

If NO, please state the purposes for which taking will be used

SELF-EMPLOYED TEAM LEADER PAYMENT FOR SERVICE, FUEL AND INSURANCE, OFFICE EXPENSES AND CHARITY BAGS AND EMBLEMS

4.a. Please state how much will be deducted for expenses or other reasons

£ £75 PER TONNE IS DONATED TO THE CHARITY. THIS FIGURE DEPENDS ON HOW MUCH IS MADE IN A MONTH

4.b. Is it proposed to use some of the takings for the payment of any persons Yes ☒ No ☐

If YES; is it to Collectors Yes ☐ No ☒ 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:

£ SELF-EMPLOYED TEAM LEADERS ARE PAID; THEIR VOLUNTEERS ARE NOT. ALL PAY IS CALCULATED BASED ON FUEL AT THE END OF THE MONTH. THIS WILL BE PROVIDED IN A FORM OF STATEMENT AT THE END OF THE LICENSE PERIOD

**Details of company or organisation responsible for these collection**

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

Office address of the UNIT 2, ITCHEN BUSINESS PARK, KENT ROAD, SOUTHAMPTON

Company/Organisation: Post code SO17 2LJ

Contact phone number: 023 8067 7888

Mobile phone number:

E-mail address: admin@byronswell.co.uk

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? Yes. We have licences all over the country for example - Rhondda Cynon Taf

What date was it granted? 08 /05 /2019

What licence number was it? 435024

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.

We are refused licenses if: the council does not support non-local charities; only 100% of the funds are allowed to be passed to charity; we have applied for too many permits per year; there are no more available dates. Recently refused in Cambridgeshire, date - 27/09/2019, only if 80% profit to go to the charity

**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

Inese Moncevic

Date applicant signed form 11 / 11 / 2019

## FUNDRAISING AGREEMENT

**Date:** 08<sup>th</sup> November 2017

**Between:** Samuel's Charity and Byronswell Ltd each of whose details are set out in Schedule 1.

### **Background:**

(A) Samuel's Charity Ltd (**the Client**) wishes to raise funds for its public benefit objects and specifically the purposes stated in the Specification.

(B) Byronswell Ltd (**the Provider**) has expertise in the provision of fundraising services.

### **Terms and conditions:**

#### **1. Interpretation**

Definitions and Interpretation provisions set out in Schedule 6 apply.

#### **2. Service Delivery**

2.1 The Provider shall in the capacity specified in Schedule 1 provide the Fundraising Services for the Contract Period, in accordance with the Specification and the Standards.

2.2 The Provider shall, for the Contract Period, maintain a Provider Contact approved by the Client (such approval not to be unreasonably withheld).

#### **3. Standards**

3.1 The Provider shall provide the Fundraising Services to the Client with reasonable care, skill and diligence, in accordance with:

3.1.1 All applicable legal requirements;

3.1.2 The Institute of Fundraising Code of Practice, 'Best Practice for Fundraising Contracts'

3.1.3 The Textile Recycling Association Code of Practice and any other code of practice applicable to the Provider, and/or the Fundraising Services and/or this Agreement and/or (as notified in writing to the Provider) the Client;

3.1.3 The elements in the Specification prescribing service standards;

3.1.4 Obligations of the Client under any grant, contract, or statutory duty, or otherwise as notified in writing by the Client to the Provider;

3.1.5 Further reasonable Client instructions within the scope of the Specification.

3.2 The Provider shall in providing the Fundraising Services act at all times in the manner which:

3.2.1 promotes the public benefit purposes of the Client;

3.2.2 in the reasonable opinion of the Client does not and is not likely to damage its good name, image, reputation, or intellectual property rights;

3.2.3 is not misleading and does not impose upon or create for the Client any liability (except any expressly provided for under this Agreement).

3.3 If there is any inconsistency between the principal terms and conditions of this Agreement and/or the Specification and/or the Standards, or between any of the Standards (subject to contrary agreement) the more demanding requirement shall apply.

3.4 Without prejudice to Clause 3.1 the Provider shall ensure that:

3.4.1 It has adequate resources to provide the Fundraising Services properly and efficiently throughout the Contract Period;

3.4.2 Provider Personnel are fully and properly trained and supervised in accordance with and fully comply with all specified criteria and requirements in the Standards;

3.4.3 Provider sub-contractors are reasonably selected and supervised and comply with the terms and conditions of this Agreement.

3.5 The Provider shall (without prejudice to Clause 3.1), comply with any agreed minimum requirements and use its reasonable endeavours to meet any agreed performance targets.

3.6 If the Provider is a Professional Fundraiser, the Professional Fundraiser statutory statement agreed in Schedule 3 shall be made in relation to every representation in relation to this Agreement that funds are being raised for charitable purposes.

#### **4. Client's obligations**

The Client shall:

4.1 provide all co-operation, information and support reasonably requested by the Provider in relation to its provision of the Services;

4.2 provide access to all operational and financial information reasonably requested by the Provider to enable it to perform its obligations under this Agreement;

4.3 ensure all decisions of the Client in relation to this Agreement are made with proper authority emanating from its Board of Trustees (or governing committee) and that they are integrated with the Client's other operational, fundraising and promotional activities;

4.4 maintain a Client Contact for the Contract Period;

4.5 perform any specific Client obligations set out in the Specification.

#### **5. Liaison, reporting and review**

5.1 The parties shall ensure that their authorised representatives and in particular the Primary Contacts meet as often as is necessary during the Contract Period for the proper and efficient delivery of the Fundraising Services and at least as often as is specified in Schedule 5.

5.2 The Provider shall, in addition to oral reporting in and outside meetings, provide written reports containing reasonable detail to the Client during and at the end of the Contract Period, as specified in Schedule 5, in respect of its performance of the Fundraising Services with reference to Key Performance Indicators.

5.3 The parties shall undertake formal reviews of this Agreement in accordance with any review timetable specified in Schedule 5 and at least a reasonable time prior to any prospective renewal date.

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

6.1 Each party shall apply proper financial and management systems and properly maintain and update records (respectively, in accordance with any requirements specified in Schedule 5), for the Contract Period and maintain them for at least two years after termination or expiry of this Agreement.

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

#### **7. Client intellectual property rights**

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

#### **8. Copyright and database rights**

8.1 The Provider assigns copyright and database rights to the Client in all Client specific materials (in any medium) generated under this Agreement.

8.2 Such assignment does not extend to rights in material developed by the Provider independently from this Agreement, or generic materials produced under this Agreement, except as incorporated into Client specific materials.

8.3 The Provider grants the Client a non-exclusive, perpetual, non-transferable, royalty-free licence to use such incorporated generic material to the extent it is so incorporated.

#### **9. Confidentiality and Publicity**

9.1 Both parties shall keep in confidence any information of a confidential nature obtained under this Agreement, or relating to this Agreement and shall not use or divulge it to any person without the written consent of the other party.

9.2 The preceding clause does not apply to information:

9.2.1 In the public domain (otherwise than by breach of this Agreement);

9.2.2 In the lawful possession of the receiving party prior to the date of this Agreement (other than through liaison between the parties prior to and in anticipation of this Agreement);

9.2.3 Obtained from a third party free to divulge it;

9.2.4 required to be disclosed by a Court or other competent authority;

9.2.5 Properly disclosed on a confidential basis to personnel, subcontractors or professional advisers of the respective parties, for the purposes of this Agreement.

9.3 No public announcement or other publicity concerning this Agreement shall, unless required by law or competent authority, be made, or issued, by either party, without the prior written consent of the other.

#### **10. Data capture and protection**

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

10.2 All Data supplied by the Client to the Provider, or captured by the Provider, or any Provider Sub-contractor shall be used by the Provider and (as the Provider shall procure) any Provider Sub-contractor, only for the purposes of and in accordance with the provisions of this Agreement.

10.3 The Provider shall, on termination or expiry of this Agreement, as soon as is reasonably practicable, return or provide (as applicable) all copies of such Data to the Client or destroy all such copies in accordance with the Client's reasonable instructions.

10.4 Each party shall ensure that all its respective legal obligations concerning data protection are complied with in respect of all Data.

#### **11. Indemnity**

11.1 The Provider shall indemnify the Client in respect of any liability to any third party arising as a result of any acts or omissions of Provider Personnel, or Provider Sub-contractors, employed or engaged by the Provider in relation to this Agreement.

11.2 The Client shall ensure that the Provider is reasonably consulted and informed by the Client in relation to any claims made, or proceedings initiated, by any third party which are relevant to Clause 11.1 and in particular that the Provider has a reasonable opportunity to comment on the terms of any proposed payment or settlement of any such claim or proceedings.

#### **12. Insurance**

12.1 The Provider shall have in place and maintain for and in relation to the Contract Period appropriate insurance against all risks normally covered by a comprehensive policy of insurance in respect of the provision of services in the nature of the Fundraising Services, including adequate public liability insurance.

12.2 The Provider shall, on request, provide to the Client a copy of the insurance policy or policies required under Clause 12.1 with reasonable evidence of payment of the respective current premium(s).

#### **13. Termination**

13.1 Any right of termination of this Agreement by written notice is specified in Schedule 1.

13.2 Either party may terminate this Agreement by written notice if the other party:

13.2.1 Has committed a fundamental breach of this Agreement;

13.2.2 Is in breach of the Agreement and has failed to remedy such breach within four months receipt of a written notice from the notifying party requiring the breach to be remedied;

13.2.3 repeats any breach in respect of which a remedy notice was issued;

13.2.4 Commits or suffers any Insolvency Event.

13.3 The Client shall be entitled to terminate this Agreement by written notice if:

13.3.1 Any Key Individual specified in the Specification ceases to be personally available to deliver the Services for a material period and is not replaced to the satisfaction of the Client;

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



#### **14. Consequences of Termination**

14.1 In the event of any termination of this Agreement (provided termination is not by reason of the Client's default) the Client shall be entitled, at its option, to assume direct responsibility for the relevant fundraising activities and/or to appoint any third party or parties to promote and continue such activities and the Provider shall provide reasonable co-operation to ensure, as far as possible, continuity of such activities.

14.2 Any right to terminate and the Client's right under Clause 14.1 are without prejudice to any other rights in respect of any relevant breach and to rights which accrued prior to termination.

14.3 Any provision of this Agreement which expressly or by necessary implication is intended to have effect after expiry or termination of this Agreement shall continue to have such effect for the intended further period.

#### **15. Amendment**

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

#### **16. Force Majeure**

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

16.2 A party exposed to force majeure delay under Clause 16.1 shall be entitled to terminate this Agreement on written notice.

#### **17. Non-Waiver**

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

#### **18. Assignment and sub-contracting**

18.1 Neither party may assign the benefit of this Agreement without the written consent of the other.

18.2 The Provider may only sub-contract performance of its obligations under this Agreement, as specified in the Specification, or as agreed in writing by the Client.

#### **19. Dispute Resolution**

19.1 Any dispute arising in connection with this Agreement shall be notified in writing by one party to the other and shall first be addressed by direct personal liaison between the respective Primary Contacts.

19.2 If any dispute has not been resolved under clause 19.1 within 1 month of such notification, the matter shall (if applicable) be referred to be resolved by direct liaison between more senior individuals nominated by each party.

19.3 If any dispute has not been resolved by such senior officers within a further 10 Working Days the matter may be referred at the option of either party, within a further 5 Working Days, to mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Dispute Resolution (Registered Company Number: 2422813; Registered Charity Number 1060369; [www.cedr.co.uk](http://www.cedr.co.uk)) and where any such reference is made neither party shall commence legal proceedings in respect of the relevant matter until such procedure is complete.

## **20. Notices**

20.1 Any notice from either party to the other under this Agreement may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to this Agreement, or as otherwise notified in writing, or by transmission, with due transmission receipt, to a fax number or e-mail address notified in writing for the purpose.

20.2 Any personally delivered, faxed or e-mailed notice shall be deemed received on the day it was delivered or sent if it was delivered or sent on a Working Day before 4.30pm and otherwise on the next Working Day.

## **21. Entire Agreement**

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

## **22. Third Parties Rights**

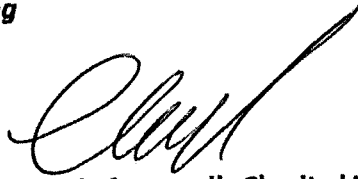
22.1 This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **23. Law**

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

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

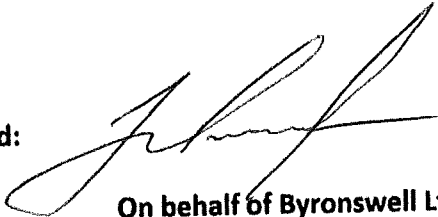
**Signed:**



**On behalf of Samuel's Charity Ltd**

**Name: Martin Leib**  
**Position: Director**

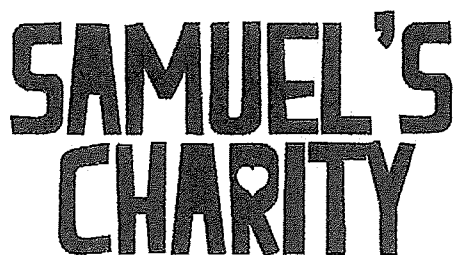
**Signed:**



**On behalf of Byronswell Ltd**

**Name: Inese Moncevic**  
**Position: Director**





3 Warren Yard, Wolverton Mill,  
Milton Keynes, MK12 5NW  
01908 968640 / 07791 662308  
martin@samuelscharity.co.uk

11th February 2019

**Agreement between Samuel's Charity and Byronswell Ltd**

Please accept this as confirmation that Samuel's Charity has authorised Byronswell Ltd to collect used clothes, shoes and other domestic items on our behalf for re-use or recycling.

Samuel's Charity has entered in to an agreement commencing 22<sup>nd</sup> November 2018 and our agreement is based on the Institute of Fundraising model agreement which lays out a code of practice and stipulates that Byronswell Ltd pay Samuel's Charity £75 per tonne for material collected door to door and £120 per tonne of material collected via static textile bins. A monthly report of material collected will be submitted to Samuel's Charity by Byronswell Ltd and payment will be made monthly.

Samuel's Charity is a small national charity based in Milton Keynes that helps children with serious and terminal conditions through supplying equipment, entertainment equipment and improvements to children's wards across the UK. Samuel's Charity also helps individual children with gifts and wishes.

The money raised through our partnership will help us continue the work Samuel, the son of the Member Trustee, began before he passed. His goal was to bring some dun and hope in to the painful, scary and dark time that serious conditions create.

Kind regards,

A handwritten signature in black ink, appearing to read "Martin Leib".

Martin Leib  
Member Trustee  
Samuel's Charity



# ABOUT US

Established in 2008, Byronswell Ltd is a textile recycling company based in Southampton, Hampshire. Our mission is to work with children and young people's charities and to date we have helped grant wishes for hundreds, if not thousands, of seriously ill children.

## Past fundraising

Dreams Come True £213687.37

Round Table Children's Wish £40000

Total donated to charity: £253687.37

As of November 2017, our new fundraising partner is Samuel's Charity. We will begin distributing charity bags across the country in 2018. We are very excited to start raising funds for Samuel's Charity and hope to make a significant contribution to their fantastic work and national profile. For more information about our partnership please visit our Charity Partnership page.

## What do we do?

Our operation is simple: we specialise in textile banks and house to house bag distribution and collection nationwide. We collect clothing, toys, shoes, bags, bedding and bric a brac, and sell these onto buyers in Eastern Europe and Africa. We then donate a proportion of the money generated per tonne to charity.

Our mission is to raise significant funds for children and young people's charities and help raise the national profile of the valuable work they do. We have previously worked with Dreams Come True and Round Table Children's Wish and consider it an honour to have donated significant amounts of money over the years, helping them towards their goals of granting wishes to children with life-threatening illnesses. Please visit the website of our current fundraising partner Samuel's Charity for more information about how your donations help children in hospitals across the UK.

## Charity benefits

Byronswell's shareholders invest in transport across Europe and the UK, storage, warehousing and manpower, as well as capital costs such as new textile banks and collection bags. This way the charity bears none of the financial risk and we deal with 100% of the logistics and administration. The property collected is always recycled and sold on for lower prices to people that really need it. In this way, Byronswell helps on two fronts.

## Byronswell cares about:

### The environment

By contributing to a better and cleaner environment by reducing waste at landfill sites

### Children and young people

By helping to bring joy to seriously ill children through our support of Samuel's Charity

### Less fortunate families

By providing affordable clothing, toys, shoes and other items to communities with very limited means

**Job creation**

By providing work in the UK, Eastern Europe and Africa to the many people who are part of our supply chain, i.e. donating, collecting, shipping, warehousing, sorting, selling, manufacturing

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# SAMUEL'S CHARITY

HOME   EVENTS   SAMUEL'S STORY   CONTACT US

## Samuel's Story

### Why did we start Samuel's Charity?



At the start of September 2013 Samuel was admitted to St Georges hospital in South London. He was diagnosed with a cancer, one that is very rare – Precursor T-Cell Non-Hodgkins Lymphoma. This particular type had not been seen before. This meant the treatment for it wasn't black and white, and there was trial and error in the type of treatment he got.

On Wednesday 22<sup>nd</sup> January 2014 Samuel lost his fight. He was 9 years old.

Many of you know what Chemotherapy does, but essentially it can have an impact on all major organs, joints, bones and eyes as well as mental and neurological function. Samuel had 3 bloodclots, his left lung collapsed twice and there was water in and around the left lung. This meant it was hard for him to breath and he had to do breathing exercises daily. He had a chest drain for the last month of his life which was extremely painful.

He got very tired very easily, joint pain from the Chemo, had to take a huge amount of medicine daily along with twice daily injections that were very painful, frequent blood transfusions, lumbar punctures and painful scans and procedures. His eyesight and hearing were affected too.

But throughout all of this he was an inspiration. He was still his old self – chatty and friendly (unless you brought medicine!). His courage and spirit touched everyone who met him and this helped us all daily.

What is even more amazing is that Samuel really wanted to help other kids and families in the same situation as him. He has such a big heart – he started by telling off the matron of ICU, where he had been twice, that the food for kids just wasn't good enough (think school dinners 30 years ago with one choice each mealtime).



He wanted the other kids to have a decent choice as a meal isn't just a meal for them, it is one of the things that can bring a little pleasure in an often horrible and scary day.

So now the hospital is rolling out and completely re-vamped menu for the children along with staff dedicated to supporting and helping the kids with their meals. Fantastic! You'd think that's enough. No.

Samuel started his charity to help really sick kids and their families get through what is most likely the worst time in their lives, to make their time more bearable and to bring some relief, fun and hope to their day. Samuel's Charity helps any sick children, whether in hospital or not.

Through Samuel's Charity Facebook Page we aimed to raise a few hundred pounds to help out the other kids. Samuel wanted to give them the chance to have a nice meal on when they felt up to eating. People just kept donating and word spread through the Facebook Page. Now Samuel could really make a difference – his charity could improve the day to day life of many of the children and their families going through serious illnesses like Samuel.

WE SUPPLY SMILES

# What are we doing with the donations?

We help sick kids in hospital by supplying smiles. From replacing TVs, DVDs, games consoles, books, games, room decoration and sofa beds for parents to helping to transform the meals and supporting the staff with equipment and resources – we do anything that will make a difference to the kids while they are ill.

Two of the best items are the Accuveins and the Electric Cars.

The Accuveins are handheld scanners that show nurses and doctors where the veins are so injections and cannulas can be done first time, every time. This reduces the pain greatly and makes a huge difference, especially as finding veins in children, especially when they are sick, can be difficult.

The Electric Cars rock! One of the Sisters on the ward said she had seen them in another hospital so we bought two to trial. The kids loved them! The kids can sit in them and drive around the ward or drive themselves to theatre or x-ray. It makes a scary journey into an adventure. It is a brilliant way to put a smile on a child's face, especially when a little fun playing is often rare in hospital.



TVs are the main way a really sick child can enjoy the day and take the focus off the pain and worry. So many kids are just too sick to play games or lego or read a book. His mum and I used to read to Samuel, he loved that too. The TVs will have built in DVD players and be able to stream Netflix, BBC IPlayer and the like.

A sofa bed doesn't sound like much of a help, does it? Well, as a parent you are there to comfort your child but also you are often an unofficial part of the team looking after your child. It is so common to be up five or six times during the night with a very sick child, and this can go on for many months. It is really hard to then be able to function during the day on little sleep. The worst thing is to have a bed that is uncomfortable. Plus, one of the best medicines available is a hug from your mum or dad and, if possible, sleeping with them instead of on a hospital bed.

Hospital wards themselves are very dull and depressingly 'decorated'. Often they are painted grey and pea green – this is not a cheerful combination. We decorated the ward over christmas and are planning to have permanent wall and room decorations so there is a much more light and happy feel to the wards, not the depressing look at present.

An ice machine is needed so we will get one – it is a very specific type needed for hospitals. Ice helps with pain management as well as cooling drinks! The rooms get very hot and an ice machine will be invaluable through summer.

There are many smaller items like play equipment for the school and playrooms, coffee cups and teaspoons for the parents kitchen, WIFI and Netflix subscriptions – the list goes on and this is why we need your help right now.

I lost my son and I can never have that time again, but I promised Samuel I would keep his charity going, to help other families through such hard times, to make the time as good as it can be.

## Contact Us

With your help we can transform the time when some really ill kids suffer pain, sickness, and sometimes fear, into fun and respite at time when they really need it.

CONTACT US NOW - MAKE  
A DIFFERENCE

### LATEST NEWS:

Samuel's Charity is now  
Registered as an independent  
charity in England and Wales.

We are growing and it's time we  
helped more and more kids and  
their families in hospitals across  
the UK.

### HELP US CONTINUE WHERE SAMUEL CANNOT

#### DONATE NOW

Thank you for your support –  
without you we wouldn't be able  
to put so many smiles on kids in  
hospital!

### THE NEXT EVENT:

Gung Ho! – 5k  
inflatable obstacle  
course

Saturday July 9th  
Milton Keynes



Samuel's Charity Registered  
number is 1164034

Checkout our  
Facebook Page



# Appendix 3

## 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)

Lalpac number	044 246
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:   
COPING with CANCER NORTH EAST 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 support services for cancer patients and their carers in North East weekly complementary therapy in chemotherapy day unit at St. Foundation Hospital, 3 sessions at St. Claire's and weekly Breast cancer support group

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

PLEASE SEE ATTACHED SUPPORTING INFORMATION

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

Please attach supporting information, web site details etc.

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

PLEASE SEE ATTACHED LETTER  
CHARITY LETTER IS ATTACHED

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

### Collection details

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

ALL PARTS OF ROTHERHAM

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

01 January 2020 - 31 December 2020

08:00 - 18:00

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

- 3.c. Is it proposed to collect money including direct debits as money: Yes ☐ No ☒ Direct Debits ☐

- 3.d. Is it proposed to collect "other" types of property Yes ☒ No ☐

If Yes, what other type(s) of property will be collected  
(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

BARNLEY, LEEDS, HARROGATE, DONCASTER, CRACEN

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

Yes ☐

No ☒

- 3.f. Is it proposed to promote this collection in 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 ☒

**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.

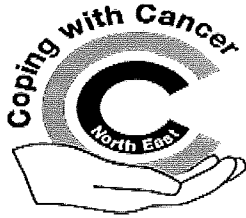
Applicants  
Signature



Date applicant signed form

01 / 11 / 2019





**Coping with Cancer North East**  
**Cobalt Business Exchange**  
**Cobalt Park Way**  
**Newcastle upon Tyne**  
**NE28 9NZ**

05/11/2019

To Rotherham

I write in support of the application by Unicare Ltd for a house to house collection licence in your area, between the period 01.01.2020 to 31.12.2020.

Unicare's house to house collection service gives critical income for delivering our services for cancer patients.

Coping with Cancer North East is a registered charity (number 513820) established since 1983 and provides a person-centred care and support service for patients living with cancer diagnosis. Our services include counselling, psychotherapy, auricular acupuncture, massage, reflexology, and beauty therapies.

Unicare Ltd is our commercial participator for the purpose of fundraising through charity bags collections and has worked with us for nearly ten years.

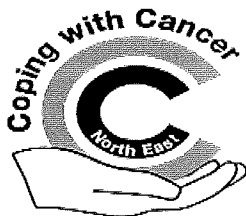
If you require any further information, please do not hesitate to contact me.

Yours sincerely

A black and white photograph of a handwritten signature, 'M Bailey', in cursive script on a textured background.

Maggie Bailey  
Chief Executive  
[maggie.bailey@copingwithcancer.org.uk](mailto:maggie.bailey@copingwithcancer.org.uk)  
0191 280 5610





Coping with Cancer North East  
Cobalt Business Exchange  
Cobalt Park Way  
Newcastle upon Tyne  
NE28 9NZ

29th October 2019

To whom it may concern

Coping with Cancer North East provides care and support for people diagnosed with cancer in the North East of England. It operates mainly from oncology hospital wards and some community health centres and has been operating since 1982 with great success and reputation as a registered charity number 513820. All of our details and accounts may be examined from the Charity Commission website at <https://www.gov.uk/government/organisations/charity-commission>

Our services include complementary therapies such as massage, reflexology, reiki, and beauty treatments as well as counselling and acupuncture. Successful outcomes of this treatment includes a reduction in common side effects experienced with chemotherapy; feelings of increased positivity and emotional well being; increased energy levels and physical ability; and even a reduction in repeat prescription medications for some. There are many accredited reports now acknowledging the benefits of such treatments and therapy; and our referral numbers are increasing all the time. This, along with the number of people diagnosed with cancer increasing, has led to further demand for our services.

All services are provided FREE of charge and we depend mainly on voluntary funding through our fundraising strategies to raise this income. This includes receiving funds through our partners, **Unicare Limited** who distribute and collect textile/ clothing bags on our behalf. This income is vital to supporting our current services.

We rely on many volunteers to help carry out our work and have a small team of 12 staff with 6 Trustees - David Hodgson (Chair), Sarah Carnegie, Win Bagnal, Jennifer Brown, Jean Christie, and Samantha Hague. All of our team deliver quality care and support, as well as ensuring all policies, procedures and practice are compliant. We pride ourselves on delivering personalised care to cancer patients, supporting them to live with, and beyond their diagnosis.

Please do not hesitate to contact me should you have any further queries.

Kind Regards

Maggie Bailey  
Chief Executive  
[maggie.bailey@copingwithcancer.org.uk](mailto:maggie.bailey@copingwithcancer.org.uk)  
0191 280 5610

Registered Charity Number 513820

Patrons: Rt Hon The Lord Beith PC, Clive Griffith FRCS, Her Grace The Duchess of Northumberland  
Chairman: D Hodgson FCA, ACIB



# Appendix 4

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

### Application for a Licence

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

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

Dated.....13.11.2019.....

Signed



#### PARTICULARS OF COLLECTION

1. Surname of applicant (in block letters) Other names	<b>1. Steven Jenkinson Home address - 111 Royal Drive, Fulwood, Preston, Lancashire, PR2 3AX D.O.B 08.08.1976</b>
2. Correspondence Address of applicant	<b>2. Clothes Aid (Services) Ltd, Unit 2 York House, Fort Street, Blackburn, Lancashire, BB1 5DP</b>
3. Particulars of charitable purposes to which proceeds of collection are to be applied. (Full particulars should be given and where possible the most recent account of any charity which is to benefit should be enclosed)	<b>3. The Children's Hospital Charity, Western Bank, Sheffield, S10 2TH Sheffield Children's Hospital is a specialist children's hospital, providing world-class care for children all over Yorkshire, across the UK and beyond. The Children's Hospital Charity makes Sheffield Children's Hospital even better, by creating an environment built with children in mind. The newest addition are three world-class new wards which opened in April 2018 with £10m of your donations.</b>
4. Over what parts of the area is it proposed that the collection should extend?	<b>4. Rotherham Metropolitan Borough Council</b>
5. During what period of the year is it proposed that the collection should be made?	<b>5. 01 January - 31 December 2020</b>
6. Is it proposed to collect money?	<b>6. NO</b>
7. Is it proposed to collect other property? If so, of what nature? And is it proposed to sell such property or to give it away or to use it?	<b>7. Yes, second hand clothing, bric a brac, books, CD's and DVD's. Everything we collect is sold on to stock European department stores that are full of premium second hand clothes and accessories from Britain.</b>
8. Approximately how many persons is it proposed to authorise to act as collectors in the area of the authority to which the application is addressed?	<b>8. No more than four persons</b>
9. Is it proposed that remuneration should be paid out of the proceeds of the collection: - (a) to collectors? (b) to other persons? If so, at what rates and to what classes of persons?	<b>9. Our nationwide door-to-door collections network consists of franchisees who are independent businesses operating in exclusive territories, and also independent subcontractors who operate out of our own depots. These franchisees and independent subcontractors are paid on a fixed rate per tonne for all collections. The average cost per tonne at 30 JUNE 2019 for our franchisees, independent subcontractors and depot operations was £980 per tonne. The payments per tonne to franchisees and independent subcontractors covers all the costs that they may incur including premises, staff costs of door-to-door distribution and collection, administration, vehicle costs etc. The average cost per tonne of the nationwide door-to-door clothing network (including franchisees and independent subcontractors, our own depots, management, administration, export, IT, accounting etc.) stands at £1,110 per tonne.</b>

10. Is application being made for licences for collections for the same purpose in other areas: If so, to what authorities? And, approximately, how many persons in all is it proposed to authorise to act as collectors	<b>10. Yes</b> <b>See enclosed Authorities applied for</b> <b>No more than 25 persons nationwide</b>
11. Has the applicant, or to the knowledge of the applicant, anyone associated with the promotion of the collection, been refused a licence or order under the Act, or had a licence or order revoked? If so, give particulars	<b>11. Yes, see enclosed 'Additional Information'</b>
12. Is it proposed to promote this collection in conjunction with a street collection? If so, is it desired that the accounts of this collection should be combined wholly or in part with the account of the street collection?	<b>12. No</b>
13. If the collection is for a War Charity, state if such charity has been registered or exempted from registration under the War Charities Act, 1940 give name of registration authority and date of registration or exemption	<b>13. N/A</b>

## ADDITIONAL INFORMATION

Clothes Aid Group has been refused a licence by Birmingham City Council to collect for Make-A-Wish on the 25<sup>th</sup> June 2009.

The refusal by Birmingham City Council was appealed to the Minister and that appeal in turn was refused. Clothes Aid Group issued proceedings before the High Court to judicially review this decision. The appeal decision by the Minister has been quashed by Consent Order of the High Court on the 19<sup>th</sup> January 2011. This is as a result of the Minister conceding a point on the nature of the Minister's functions on appeal.

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





13<sup>th</sup> November 2019

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

Dear Licensing Officer,

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

Clothes Aid (Services) Ltd propose to carry out collections under licence for The Children's Hospital Charity. We have recently begun working with Clothes Aid and we hope this will prove to be a very positive partnership for us. The agreement we have ensures that we receive from Clothes Aid at least £75 to £125 plus VAT per each tonne of clothes collected. Clothes Aid are aiming to raise for our charity, £37,500 - £50,000 annually.

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

I hope the above answers any queries you may have regarding our relationship with Clothes Aid. However, if you require any further information please do not hesitate to call me on 0114 271 7203.

Yours sincerely



Tchad Western  
Corporate Partnerships Manager & Chief Fun Officer  
The Children's Hospital Charity







13th November 2019

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

Dear Licensing Officer,

**RE: THE CHILDREN'S HOSPITAL CHARITY - HOUSE TO HOUSE COLLECTION APPLICATION**

Please find enclosed a completed application for a House to House Collection on behalf of our new charity, The Children's Hospital Charity (Sheffield Children's Hospital).

As I am sure you are aware, the charity provide a full range of services for children and young people in Sheffield and South Yorkshire and their specialised services receive referrals from across the UK and internationally. They provide emergency care for up to 200 children a day and are a designated paediatric major trauma centre. They have dedicated centres in Sheffield for children with neurological conditions and for children and young people with mental health issues and learning disabilities. They are also the principal treatment centre for children with cancer and leukaemia in South Yorkshire, Lincolnshire and North Derbyshire.

Clothes Aid have negotiated a Commercial Participators Agreement with The Children's Hospital Charity which states that all our collections must be made in line with the terms and conditions as set out in the CPA.

The CPA also states that Clothes Aid must pay the charity between £75 - £125 per tonne on clothes collected (dependant on response weight), £10 per tonne on books and miscellaneous household items and £15 per tonne on household linen. Clothes Aid have guaranteed to pay the charity a 'Royalty' figure of £100,000 per annum, irrespective of whether or not Clothes Aid makes any profit or loss on the sale of the door to door collections.

In a previous communication from yourself dated 08<sup>th</sup> November 2018, you stated that your committee members had refused our Cancer Support UK application due to three points:

- The information provided as part of the application was inconsistent in relation to the amount that will be given to charitable cause - **This was an admin error on our part and an amendment has subsequently been made to the charities 'Testimonial Letter'**
- Whichever figure is used, the amount being given to the charitable cause is insufficient in comparison to the amount likely to be collected (approximately £250 per Council area) - further communication stated that applications need to state that 80-85% of proceeds are to be given to the charitable cause

Unit 2 York House, Fort Street, Blackburn, BB1 5DP ☎ 020 7288 8545 ☎ info@clothesaid.co.uk

Registered in England No. 6381220 Clothes Aid (Services) Ltd



- The figures quoted in relation to bric-a-brac are considered to be unjustifiably low.

May I take this opportunity to direct you to the House to House Collections Act 1939 and in particular, the fact that the regulations do not state a minimum percentage that has to be paid to the charity out of the proceeds of the collections.

The definition of proceeds is relevant here due to the fact that we carry out door-to-door collections, and the cost of door-to-door collections is intrinsically high. This is also stated in NALEO's Guidance for Licensing Officers issuing licences for charitable door to door collections – England and Wales. In fact, clause 8.2 reads

*"The collection costs incurred by the collector will vary dependent upon the method of collection and should be taken into account and deducted before the amount being sent for charitable purpose can be derived"*

Therefore calculating the percentage royalty payable to Cancer Support UK as a percentage of the gross proceeds from the sale of door-to-door collections is incorrect.

There is further guidance on this matter from the Cabinet office.

The Cabinet Office stated in 2013, after rectifying the decision of Cardiff City Council to refuse a licence to Support Pen-Y-Bont (Cardiff City Council V Support Pen-Y-Bont Ltd) on the basis that they did not pass the *proportionality test*, that

*"As far as (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 clothing tend to be higher than, for example, collections of cash"*

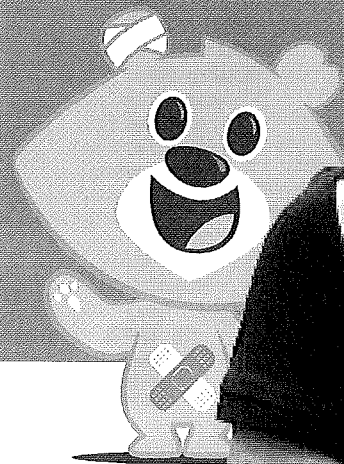
In Summary, The Children's Hospital Charity are entitled to royalty on door-to-door collections that Clothes Aid carries out, irrespective of whether or not Clothes Aid makes any profit or loss on the sale of the door to door collections

I would appreciate if you would take the above information into account and consider granting us a collection permit for The Children's Hospital Charity in order to ensure that Clothes Aid (Services) Ltd, maximise the much needed revenue we could potentially raise on behalf of the charity.

Yours sincerely

Stephanie Gaffney  
Licensing Officer  
0207 288 8523  
sgaffney@clothesaid.co.uk

# BEAR FACTS 2018



[www.tchc.org.uk](http://www.tchc.org.uk)  
0114 271 7203



News from

**The  
Children's  
Hospital  
Charity\***

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The Charity Team want to say thank you to all the children and North Creative Studio who helped us produce this edition of Bear Facts

## Get in touch

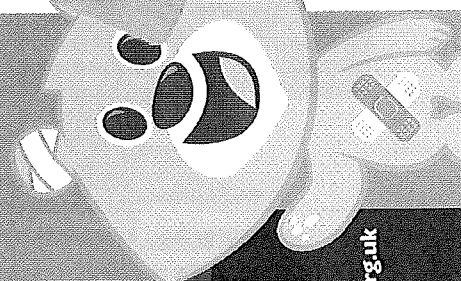
The Children's  
Hospital Charity  
Western Bank  
Sheffield, S10 2TH

Tel: **0114 271 7203**

Email: [support@tchc.org.uk](mailto:support@tchc.org.uk)

Web: [www.tchc.org.uk](http://www.tchc.org.uk)

Follow us on    



# WELCOME TO BEAR FACTS



**A**s a play specialist at Sheffield Children's Hospital, I can see how beneficial a child-friendly and engaging environment is to the thousands of patients who come to our hospital for treatment every year.

The play team recognise that being in hospital is a difficult time for children and we aim to distract them with toys, games, stimulating environments, and interesting elements within the hospital, engaging children in play, positivity and creativity. Through this environment, the play team aim to make children and young people feel relaxed, safe, involved and have positive experiences to reflect on of their stay in or visit to our hospital.

The hospital opened its new wing fully in April 2018 and patients now have another exciting place to visit – a giant Play Tower which is inviting and intriguing!

The Play Tower is the first thing that patients notice when they come in to the hospital's new main entrance and Outpatients Department – which is exactly what we want. When children come in to hospital for an appointment or for a procedure they can often be anxious.

Hopefully the new environment will give them something exciting to spot and will help patients to remember their visit to hospital in a positive way.

Our charity funds enhancements that are over and above standard NHS provision, and your donations really do make a difference. Every pound makes our hospital better and helps us fund things like the huge Play Tower.

**Shabnam Ahmed**  
Play Services Team Manager



# A few facts and figures

Here are a few facts and figures of what you have achieved, thanks to all your generous donations, sponsorship and fundraising. You are amazing! We have raised over £10 million for the Make it Better Appeal since its launch and in 2017/18 you raised a whopping £2.9 million. Thank you!

## How you raised the money:



Christmas Tree Collections  
**£10,042**



500 took part in our first Team Theo Glow Run raising  
**£38,800**



**£75,200** was raised through raffle tickets



Teddy Bears' Picnic at Abbeydale Miniature Railway  
**£3,333**

**178**

businesses took part in Mistress Cutler's Challenge  
**£28,000**



60 Cyclists  
**£28,911**



Golf Days  
**£67,936**

12 of you out or shaved your hair  
**£5,328**



1,440 running challenges raised  
**£161,050**



16 swimmers  
**£5,610**



31 took on an extreme challenge  
**£8,370**

74 walkers  
**£58,892**



## Why our hospital is amazing:



**1 of 4**

specialist children's hospitals in the UK



**269,000**

children come from all over the world each year for treatment at Sheffield Children's Hospital



**2191**

emergency road and air ambulance transfers by our Embrace service

Every week we see a huge number of patients and their families...

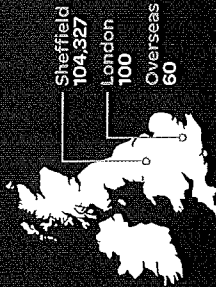
**139** Children  
Doncaster

**184** Children  
Barnsley

**199** Children  
Rotherham

**2,512** Children  
Sheffield

In 2017 patients from around the world visited our Outpatient Department



**153,872**

children and families seen at community and mental health appointments

Bone experts from Sheffield Children's Hospital travelled to India to give life-improving surgery to 40 children and provide advanced medical training to 85 medical staff

# Life-saving specialist medical equipment

Your donations fund pioneering equipment which is not available on the NHS, keeping Sheffield Children's Hospital at the forefront of paediatric care and giving every child access to the best treatment.



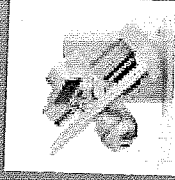
12 year old Ella Sparham was one of the first patients to use the Multipurpose Fluoroscopy Machine which was funded through the Herd of Sheffield, our Children's Champions and Dan Walker's Golf Day. Ella's condition means her kidneys don't flush properly, causing frequent infections, pain and discomfort. It also prevents her from enjoying many of the things her friends enjoy, like sleepovers. After being referred to Sheffield Children's Hospital, Ella now has a diagnosis and urology specialists have begun treating her.

In 2017, a combination of Christmas donations, our Children's Champions and match funding from Graham Royle and Matt Davison financed a new state-of-the-art SPECT CT Scanner for £800,000. This scanner incorporates nuclear medicine gamma scanning (SPECT) with an inbuilt CT scanning function, which sounds very technical! But simply, it means radiologists can receive more information in one scan and tailor treatment straightaway. For those children with cancer, it means they may be able to avoid unnecessary therapies that can leave them feeling very unwell.

## A few other highlights:

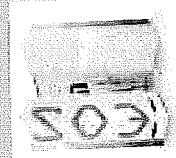
### A Multipurpose Fluoroscopy System £450,000

It might be difficult to say but the Multipurpose Fluoroscopy System is a life-saving piece of equipment. It can quickly spot blockages to blood flow when every second counts. If a child has internal bleeding, we need to know where that is quickly as it can be the difference between life and death.



### EOS £370,000

EOS combines a body scan in a standing or seated position with a low radiation dose and the possibility of 3D reconstruction of the spine, hip and lower body. With the EOS we can diagnose orthopedic problems using a detailed analysis of posture.



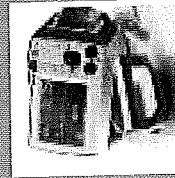
### Vitamin D Analyser £180,000

You funded a machine which helps spot vitamin D deficiency. GPs may send a referral for Vitamin D analysis if patients have symptoms like constant tiredness, skin complaints, bone pain and muscle weakness. This new piece of equipment means the impact of vitamin D levels can be explored.



### Eight Defibrillators £8,000 each

These multi-function defibrillators have the most up to date technology, with a special paediatric defibrillation algorithm to ensure that smaller children are automatically given the right amount of electric shock to save their life.



### Two Portable Sensory Units £6,000

We all know how important sensory stimulation is for children and it is even more important in hospital. This special unit means it is taken to the patient as some children aren't able to move from their bed.



### Accuvein Vein Locator £3,000

It does what it says... it helps our clinicians find a vein! It is held above the skin, and the patient's veins can be seen on the surface of the skin which saves valuable treatment time.





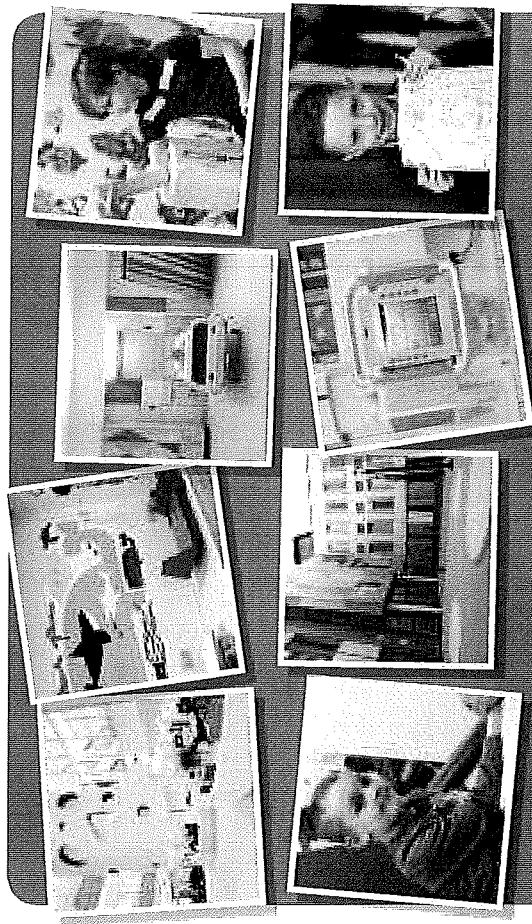
# New facilities

## Your new children's hospital

You may have noticed a few changes at Sheffield Children's Hospital! Thank you to everyone who has donated and raised lots of money for our Make it Better appeal. You have all literally changed care for children today, tomorrow and for years to come!



The difference your donations have made is life-changing. Here are a few exciting changes you have made possible:



A brand new spacious Outpatients Department. Can anyone remember what the old Outpatients was like? No, neither can we!

13 clinical treatment rooms such as a Growth & Measurement Suite and Plaster Room all of which have been sponsored by some very kind companies and supporters.

46 single bedrooms and 6 four bed bays which do not look like your normal everyday hospital room.

New patient entertainment systems for each bedroom in the New Wing.

A Play Tower was built to bring play into a child's visit to our hospital creating exciting distraction and fun, away from their hospital wards.

Two secure and safe outdoor spaces meaning our children and their families will have somewhere to play outside and get some fresh air.

Westfield Health funded a new digital X-ray in the new Outpatients. This state-of-the-art system means that X-rays can be available in just four seconds.

Physiotherapy & occupational therapy previously took place at the patient's bedside and in public spaces such as the corridor and stairs. We now have private rehabilitation spaces which will make it easier for patients to reach their goals.

Turn over for more

# Improvements to the hospital environment

Play can be a very important part of treatment for children. As well as being used for fun, it also creates distraction and can be used to teach children about their treatment in a language they understand.

**O**ur surroundings have a powerful effect on how we feel, and that's especially important in a hospital, where the environment can influence the wellbeing and comfort for our patients and their families.

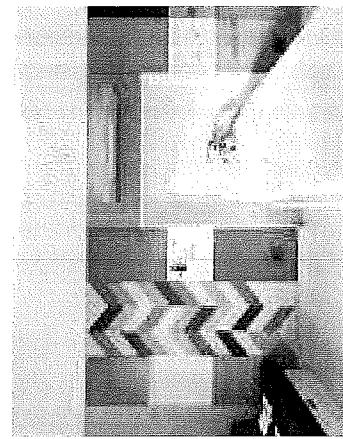
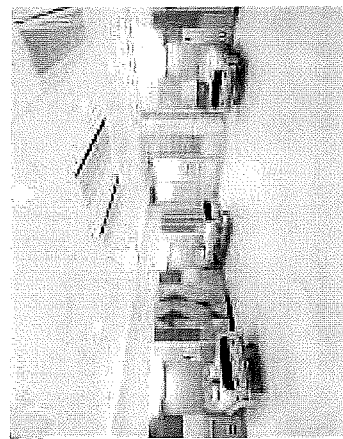
Graham Royle, CEO of GRI Group who has match funded two Christmas appeals said, "The Children's Hospital Charity is renowned for funding highly specialised technology for improving patients' treatment but less well known for its hugely important investments in patients' wellbeing. It is believed that relieving stress aids recovery."



**Artfelt**  
making hospital  
feel better

**A**rtfelt, The Children's Hospital Charity's arts programme, is amazing at transforming the hospital's walls and spaces with bright art, helping children recover in an environment tailored to them. The programme provides workshops for youngsters as a distraction aid before an operation, or to break up long stays on the wards.

Artfelt worked with acclaimed designer Morag Myerscough on the bedrooms in the new wing, devising four colourways from bright to calm and using standard hospital materials in a new way. We believe the rooms make a real difference to the experience of being in hospital. As Morag says, "It was just about making a bedroom that you felt good to be in."

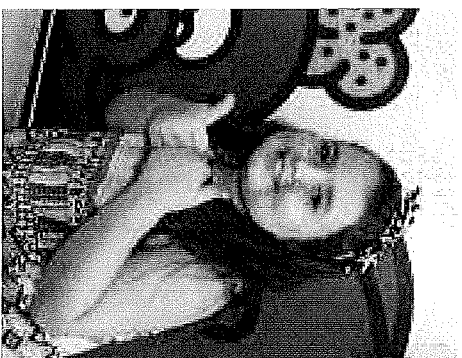




## Medical Daycare

Our Medical Daycare department has become home to ten brightly coloured characters. In workshops led by illustrators Pencil and Help, patients waiting in the department were asked to design characters who they thought would enjoy a giant game of hide and seek. These were then given a professional polish and brought to the walls for all to see.

One of the designers was 8 year-old Phoebe, who is treated regularly in the department for juvenile arthritis. She came up with the idea for Colorry, a long legged creature with an extra eye in his turnmy who Phoebe said is a, "silly character" and who is "just average at hiding". The hide and seek game develops throughout the department where children are able to go on different routes to find the characters.



## Here are a few other projects we wanted to tell you about:

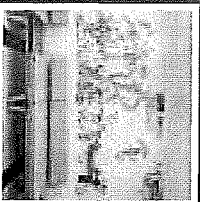
### Haematology and Oncology Unit

As a regional centre for cancer treatment for children, Sheffield Children's Hospital grew its facilities and with PACT built a brand new state of the art Haematology and Oncology Unit. The centre has five times the treatment space and Artlett has worked with architects, patients and staff on producing a joyful atmosphere throughout the department alongside Australian artist, Leah Bartholomew.



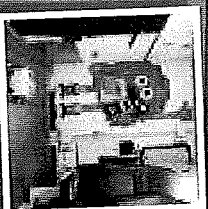
### Quentin Blake

Artlett has worked with Sir Quentin Blake, bringing some of his best-loved illustrator to our hospital. The commission includes four large-scale wall vinyl illustrations and 11 framed prints depicting Roald Dahl classics such as *BFG*, *Mattilda* and *The Twits*. They can be found throughout the new wing of the hospital in waiting and parents' rooms and on the ward walls.



### Embrace

The staff from Embrace fundraised themselves so they could make their ambulances one of a kind. Artlett worked with Tado to provide characters for the inside of the services four new ambulances. Monochrome artwork was also created for the ambulance's incubators, carefully designed to be seen by Embrace's youngest patients.



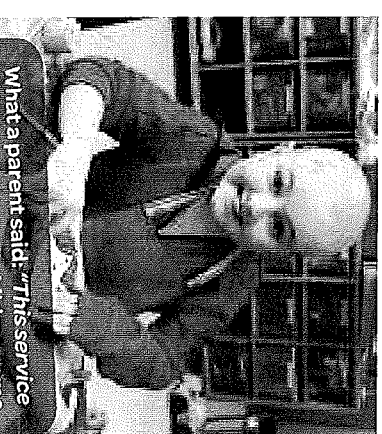
# Workshops



From pottery painting to mother's day cards, Workshop Co-ordinator Charlotte uses visual arts and crafts to get children socialising, expressing and enjoying themselves – a valuable way to distract patients from their treatment so they can get better more quickly. Here are few workshops we wanted to tell you about:

### Child and Parent Portraits

This workshop was for both the patient and their family, as they were set the challenge of doing a portrait of each other. This helped create a dialogue between the family which was fun and exciting.



What a parent said: "This service is vital when small children come into a big environment like a hospital. It's great distraction for children A&E admits."

### Music Workshops

Brightside Music visit once a month, giving our young patients the chance to try out different musical instruments and make live music with other children – from singalongs to one to one music sessions by bedides.

### Chinese New Year

The children made Chinese fans and stained glass style dogs to celebrate the Year of the Dog.



# Leading the way in research

We fund up to £250,000 of vital research every year to ensure future generations receive the very best healthcare – through better treatment and better diagnosis.



**Amplitude integrated encephalography (aEEG)** measures brain activity by attaching leads to a baby's head, and is used routinely in term babies who have brain injury because of a difficult birth. There is little information on how useful aEEG is in premature babies, however the few existing studies suggest that the aEEG is different in premature babies with brain injury, infections, meningitis and in those receiving certain drugs. It is theoretically possible that if we can detect changes using aEEG early on, we will be able to adjust treatment to make a baby better.

If you have had a baby you will probably remember the heel prick test. We funded a study to determine the **stability of Vitamin D in these spot cards**. If an infant has unexplained fractures, although physical abuse may be the cause, all possible innocent explanations such as underlying disease must be excluded first. One such underlying condition is rickets, a disease of growing bones that makes them more likely to fracture, even under normal day-to-day handling.

We funded a project called **ThermPaed** which aims to develop High Resolution Thermal Imaging as a non-contact, child-friendly means of measuring and monitoring airflow. 6% of children aged 1-3 have pauses in their breathing during sleep called apnoeas. The condition needs accurate diagnosis to ensure correct blood oxygen levels.

## Eve's story



Every year we fund up to £250,000 of research into the prevention and cure of childhood illnesses

and disease. One of these projects developed 3D models and images to help young patients like Eve Philipson from Doncaster. The two-year-old was diagnosed with Congenital Diaphragmatic Hernia (CDH) while still in the womb and Mum Rebecca was told she had a 50:50 chance of survival. The condition, which affects one in every 10,000 new-born babies, occurs when there is a hole in the diaphragm, which causes organs to enter the chest and squash the developing lungs.

Thanks to your donations, our charity funded research to improve the information provided to surgeons and parents during pregnancies where CDH is suspected. It uses an MRI scan taken at the same time as an ultrasound to make 3D animations and models of the developing baby. This helps the surgeons see the extent of the damage and the displaced organs. Crucially, the models and images are also provided to parents, helping to ease their anxiety. This type of research, which saves children's lives, is only possible through legacy donations. Research helps keep our hospital at the forefront of paediatric care, helping children today, tomorrow and in the future.



# Your support changes lives

Anyone and everyone really can make a difference to the lives of children who visit our hospital. Thanks to every pound you raise, your incredible support funds those extra enhancements which are above and beyond the NHS provision.

There are many ways you can get involved and help make our hospital better:

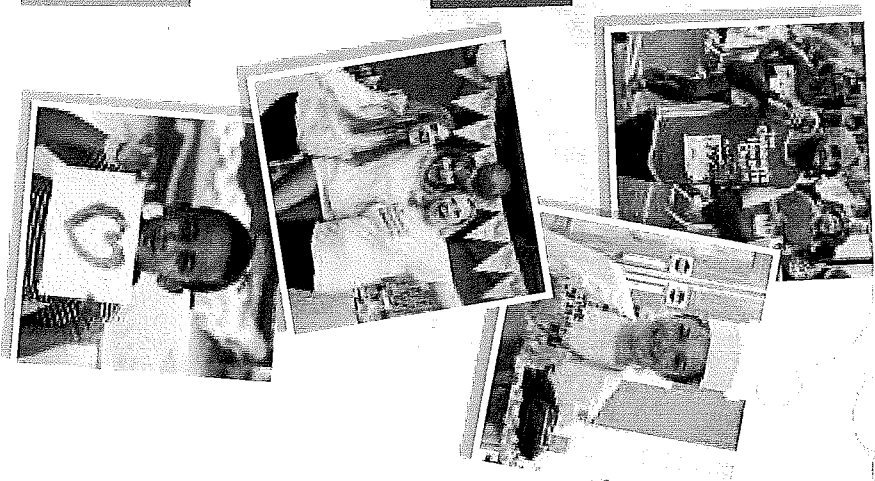
Become a regular giver and donate little and often. £5 a month makes a massive difference for the families we support.

Join **Team Theo** and take on your own challenge whether that's baking a cake or running a marathon! We'll support you along the way... go on you know you can do it!

Join us on one of our many events. Visit our website to find out more.

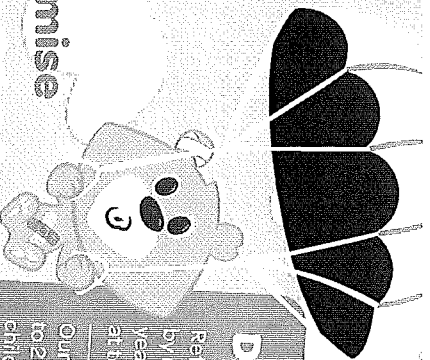
**Take us to work** and get your colleagues involved! Whether it's a Christmas poster or a sweepstake, there is lots you can do.

Remember the charity in your will or write a will with our partner solicitors, Iwain Mitchell. They will offer you a discounted fee and make a donation at the same time.



## Our promise

We couldn't do what we do without your help. Together we help children like Eshani get better at Sheffield Children's Hospital. Eshani has made a promise to say thank you for helping her to get better so we want to make you a promise, as you continue to support us.



## DID YOU KNOW...

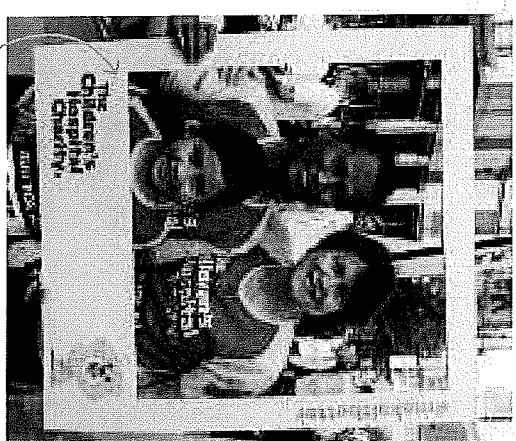
Referrals to our hospital have risen by more than 34% in the last five years highlighting that our hospital is at the forefront of paediatric care.

Our emergency department sees up to 200 children per day, that's 57,000 children each year.

Our hospital is not just in one place. Our health visitors and school nurses work with the local authority and GPs to ensure that children are kept healthy. Our community paediatricians, nurses and therapists work with families to minimise hospital stays.

## We promise to:

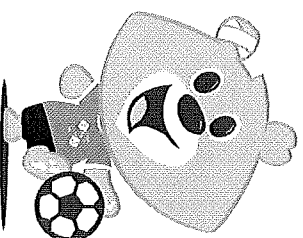
1. **Keep your information safe**  
We will never pass your information on to anyone else.
2. **Keep in touch only in ways you request**  
We will only contact you in the ways you're comfortable with, and we'll make sure everything we send is relevant to our work and the ways you can help.
3. **All your information will be private, confidential and secure**
4. **You will never see us at your door asking for donations**
5. **We will work hard to make it better**  
For you and all the patients who visit by funding enhancements the NHS does not cover.



*Eshani was treated for an abscess on her appendix and now she takes part in fun runs to say thank you.*

# So what's next?

We have some new very exciting BIG projects which may make you think "that's too much for me," but if everyone you knew gave £10 then we would already be one step closer to, together, developing our special hospital even more.



## Haematology & Ward of £22.5 million

Our Haematology & Oncology Department is the Principal Treatment Centre for children with cancer and leukaemia from babies through to 19 year olds within South Yorkshire, Lincolnshire and North Derbyshire. Patients travel from as far south as Northampton for treatment at our special hospital. We also treat patients who have other haematological problems such as bleeding and inherited disorders. Ward 6 is dedicated to these special patients, with 14 beds and we want to completely transform this ward and deliver a brand new space with world class facilities.

## Paediatric Major Trauma and Urgent Care Centre of £10.5 million

Not every city has a dedicated children's Emergency Department and we need to make ours even better. It was designed to see 35,000 patients a year but is now seeing around 57,000 a year. We want to transform the department to help improve privacy as well as providing more appropriate facilities for different patients.

## Paediatric A&E of £5.5 million

In emergency situations we want to get our children to the best care possible as quickly as possible. Minutes make a huge

difference in major traumas as the patient needs to receive critical care within an hour. In 2016, 16% of children with major trauma arrived by air ambulance but they landed in Weston Park, crossing the road on a stretcher. We want to build a Helipad on the top of our hospital so we can transfer really poorly children to our clinicians and surgeons as quickly as possible.

## Parental Entertainment

On surveying parents and patients, 73% wanted a Bedhead TV with the option to use a mobile device with WiFi. Each system costs £3,000 and we have already funded the units in the new wing so we need to now fund the remaining wards throughout the hospital.



## Not everything is big!

We also fund small projects which still have a big impact.



**£10** could pay for distraction toys and equipment to take a child's mind off their treatment. If children can play while they wait, then it can relieve stress for both the parent and the child.



**£15** could pay for swimming aids in our hydrotherapy pool at the Ryegate Children's Centre.



**£30** could pay for craft materials at a party to help bring patients and their families together. Getting a support network around you with similar conditions will help the road to recovery.



**£50** could pay for a Buzzy Bee pain distraction device. Buzzy is a very cute vibrating bee with ice pack wings that decrease sharp pain so in effect natural pain relief.

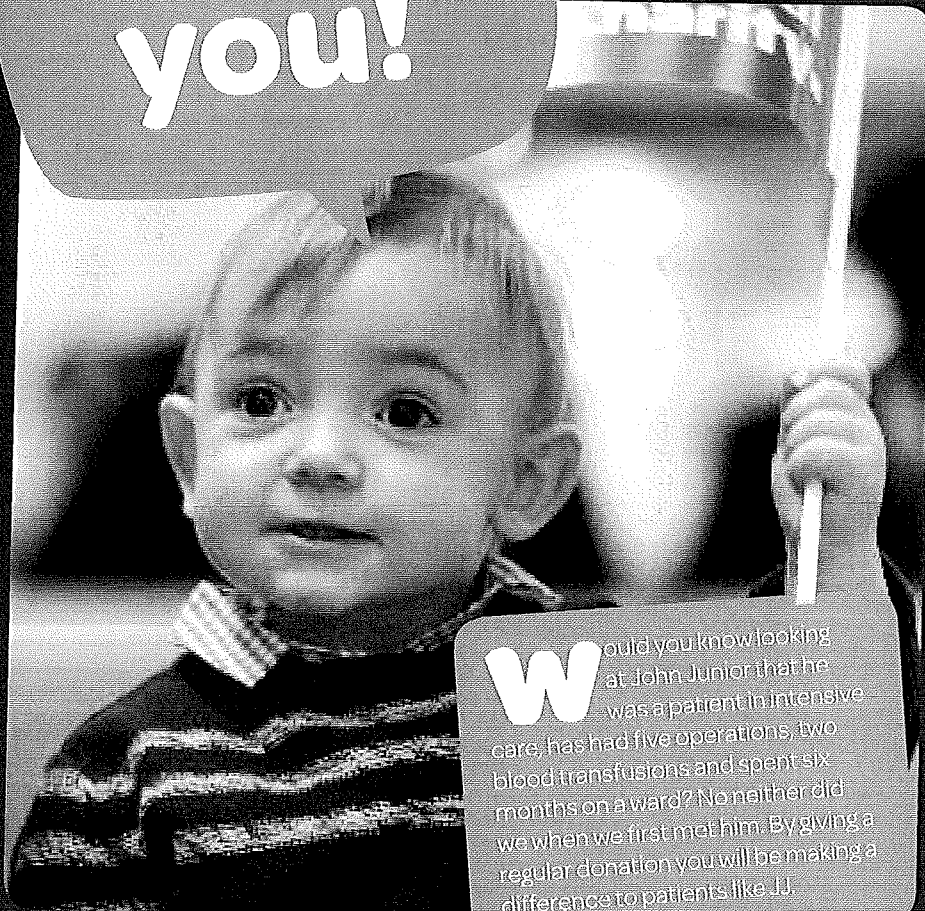


**£150** could pay for a Giggle Doctor to visit our young patients, making them smile at what is often a difficult and anxious time.



**£500** could pay for furnishings, making the clinical comfortable. Our surroundings have a powerful effect on how we feel, and that's especially important in a hospital.

# Thank you!



**W**ould you know looking at John Junior that he was a patient in intensive care, has had five operations, two blood transfusions and spent six months on a ward? No neither did we when we first met him. By giving a regular donation you will be making a difference to patients like JJ.

## Donate

**1** Making a **REGULAR DONATION** of £5 a month is one of the easiest ways to support us. Register online or get in touch for more details.

**2** Give a **ONE-OFF DONATION** with whatever you can afford. Go online, send a cheque or text THEO16 £5 or £10 to **70070**.

[www.tchc.org.uk](http://www.tchc.org.uk)



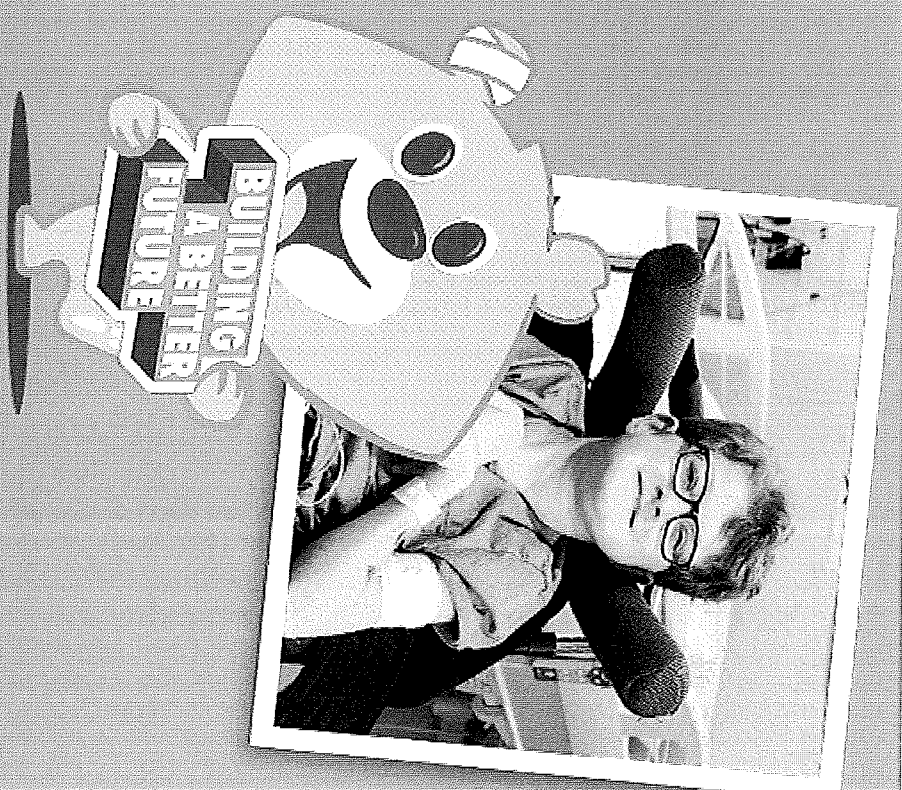
# Your donation will change a child's life

Sheffield Children's Hospital is a specialist children's hospital, providing world-class care for children all over Yorkshire, across the UK and beyond. The Children's Hospital Charity makes Sheffield Children's Hospital even better, by creating an environment built with children in mind. We want all patients and their families to not just receive the best care but also to have the best experience.

The  
Children's  
Hospital  
Charity\*

In partnership with

clothes-aid  
Collecting for British charities  
is our focus

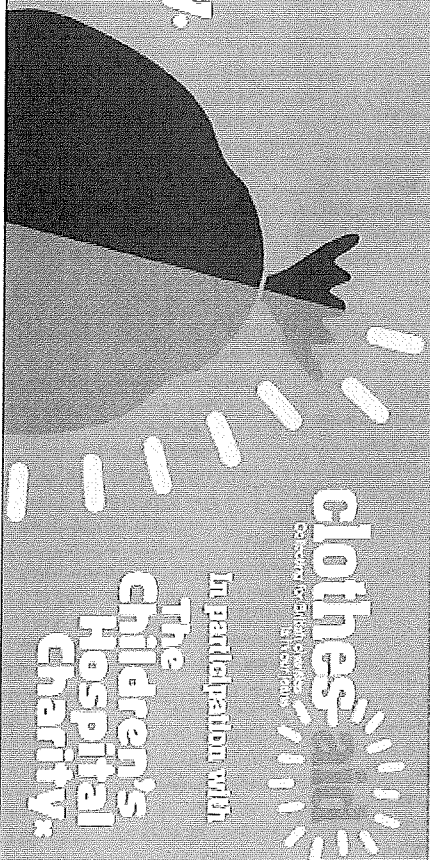


**This collection is operated by Clothes Aid (Services) Ltd in partnership with The Children's Hospital Charity.** For every tonne of clothes, shoes and accessories collected, Clothes Aid will donate at least £75 plus VAT, and for every tonne of books, household linens and other miscellaneous household items collected, Clothes Aid will donate at least £10 plus VAT, to Sheffield Children's Hospital Charity (charity number 5050020) via Theo Bear Trading Company 02945773. Clothes Aid aims to donate at least £37,500 plus VAT each year.



The Children's Hospital Charity	
COUNCIL	Application Dates
Barnsley	01 Aug 19 - 31 Jul 20
Chesterfield	01 Aug 19 - 31 Jul 20
Doncaster	20 Jul 19 - 19 Jul 20
North East Derbyshire	15 Aug 19 - 14 Aug 20
Rotherham	01 Jan - 31 Dec 20
Sheffield	01 Aug 19 - 31 Jul 20
Wakefield	01 Aug 19 - 31 Jul 20

**Clothes Aid - we've got bags  
of ways to help charities like  
The Children's Hospital Charity.  
You just need to fill them!**



Please fill this bag with good quality clothes, pairs of shoes, accessories, household items and bric-a-brac. Check inner bag for more information about what we collect.



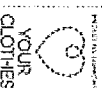
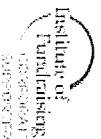
Leave your bag outside (so that it can be seen from the road) by 7am on your collection day, but please don't leave it out overnight. If you have more to donate, please use other bags and leave them with the Clothes Aid bag.



Fill your boots with sunshine. You've recycled and helped The Children's Hospital Charity. Thank you for donating.



Registered with  
**FUNDRAISING  
REGULATOR**



**This collection is operated by Clothes Aid (Services) Ltd in participation with  
The Children's Hospital Charity.**

**Clothes Aid Helpline:**

**020 7288 8545**

Open Monday - Friday, 9am to 5pm

**clothesaid.co.uk**

**Facebook/ClothesAid**

**@ClothesAid**

Fill me or recycle me.  
Please don't bin me.

# Appendix 5

## 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)

Lalpac number	044875
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 2020 - 31 December 2020

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 ☒

**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

11 / 11 / 2019

DATED

9TH

March 2017

North of England Children's Cancer Research

- and -

UNICARE LIMITED

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COMMERCIAL PARTICIPATOR AGREEMENT

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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**

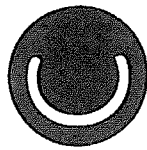
This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have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





North of England  
Children's Cancer  
Research

Registered charity no. 510339

**11 November 2019**

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 January 2020 – 31 December 2020.

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](http://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](http://www.neccr.org.uk)

Twitter: @NECCR

Facebook: /ChildrensCancerResearch







North of England  
Children's Cancer  
Research

[www.neccr.org.uk](http://www.neccr.org.uk)

# About NECCR

The North of England Children's Cancer Research Fund is a North East children's charity formed in 1979 by a small group of parents whose lives had been changed forever by childhood cancer. Some parents had lost children, while others were grateful that their children had overcome disease.

## In this section

40 years of fighting childhood cancer

Childhood Cancer

Meet our heroes

Supporter Stories

## 30 million reasons

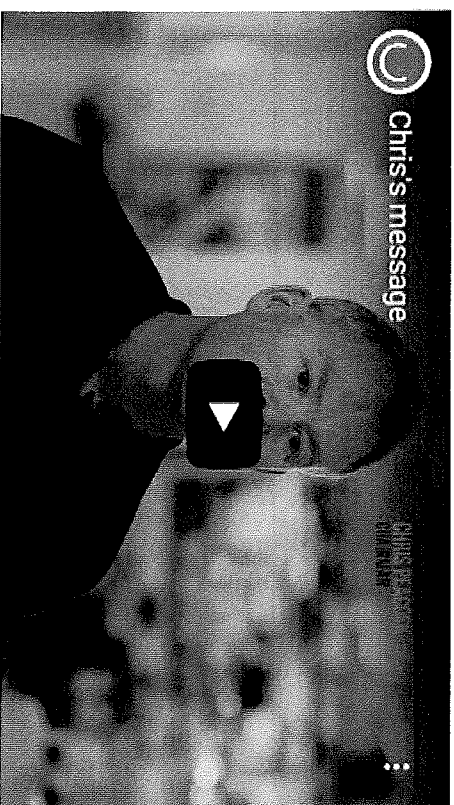
Over the past 30 years the NECCR has helped fund research that has established the North East as one of the world leaders in the research of childhood cancer. To date the charity has raised over £30 million.

## Why we need your help

Our charity needs your help to continue this work, and to help more children beat cancer and live long and happy lives. You can get involved by making a donation, fundraising for the charity or by attending one of our events.



Chris's message





# North of England Children's Cancer Research Fund

Annual Report and Financial Statements  
for the Year Ended 31 December 2018

## **North of England Children's Cancer Research Fund**

### **Contents**

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Cash Flow Statement	12
Notes to the Financial Statements	13 to 24

## North of England Children's Cancer Research Fund

### Reference and Administrative Details

<b>Trustees</b>	I Birtwistle
	M Elliott
	P C Peacock
	S Cowling
	D Hood
	R Smith
	E Matters
	C Peacock
	C Peacock
	P Ord
	P Bain
	J A Richardson (resigned 2 August 2019)
<b>Principal Office</b>	C/o Peacocks Medical Group Benfield Business Park Benfield Road Newcastle upon Tyne NE6 4NQ
<b>Charity Registration Number</b>	510339
<b>Bankers</b>	Lloyds Bank plc National Clubs & Charities Centre Sedgemoor House Deane Gate Avenue Taunton Somerset TA1 2UF
	Brewin Dolphin Securities Ltd Time Central 32 Gallowgate Newcastle upon Tyne NE1 4SR
<b>Auditor</b>	MHA Tait Walker Chartered Accountant and Statutory Auditor Bulman House Regent Centre Gosforth Newcastle upon Tyne NE3 3LS

## **North of England Children's Cancer Research Fund**

### **Trustees' Report**

The trustees present the annual report together with the financial statements and auditors' report of the charity for the year ended 31 December 2018.

#### **Structure, governance and management**

##### ***Nature of governing document***

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.

##### ***Recruitment and appointment of trustees***

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.

##### ***Induction and training of trustees***

New Trustees are inducted by the Chair of the board and are provided with a range of resources to support their understanding of the Charity's purpose.

##### ***Organisational structure***

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 trustees meet on a regular basis to discuss the affairs of the charity and to decide overall financial and policy matters.

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.

##### ***Major risks and management of those risks***

###### ***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' Report**

#### **Objectives and activities**

##### ***Objects and aims***

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.

##### ***Fundraising disclosures***

The charity is required to report how it deals with fundraising from the public. The charity does not use a professional fundraiser or commercial participator to raise funds. Any monies raised direct from the public follows all guidelines set out by the Charity Commission and UK law in every respect. We respect the privacy and contact preferences of all public donors.

##### ***Public benefit***

The charity awards grants to RVI to assist in the research into causes and treatments for childhood cancers.

The trustees confirm that they have complied with the requirements of section 17 of the Charities Act 2011 to have due regard to the public benefit guidance published by the Charity Commission for England and Wales.

##### ***Grant making policies***

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.

##### ***Achievements and performance***

We have had another very successful year raising monies for research in to children's cancer. Our main event – the children's cancer run increased its income to £264,135 . Numbers were up as was sponsorship. Great north run numbers sold out and raised £52,732. Donations have continued to be made towards the NICR at Newcastle university in relation to the core grant. Reserves levels are targeted to be 2 years of core grant (£800,000) and at the year end free reserves were held at £695,691.

Plans are well underway for our 40th Anniversary year next year.

## North of England Children's Cancer Research Fund

### Trustees' Report

#### Financial review

##### 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 noted in the Reference and Administration section. Together with the board, these KMP are those in charge of directing and controlling, running and operating the activities of the charity on a day to day basis. The pay of the KMP is reviewed annually and normally increased in accordance with average earnings. The trustees benchmark against pay levels of other charities and similar organisations within the sector and the region. Pay levels are set using this information together with the budget and forecast information, ensuring that the charity can afford any proposed increases. The board then agree any uplift to remuneration.

##### Policy on reserves

The calculation of free reserves is based on the definition included in the charity statement of recommended practice (SORP), which provides recommendations for accounting and reporting for charities. The trustees have examined the requirements of the charity to hold free reserves - those reserves not invested in tangible fixed assets, excluding long term liabilities, or designated for a particular purpose. The Trustees considered it would be appropriate to hold the equivalent of two years core grant which would equate to holding approximately £800,000 in free reserves.

At the year end, free reserves, including the fixed asset investments and the designated reserve, were £695,691 (2017: £776,706), a decrease of £81,015 in the year.

##### Investment policy and objectives

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

##### Going concern

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

##### Aims and key objectives for future periods

Next year will be the charity's 40th anniversary. On top of our established annual events we will also be organising three new events to celebrate:

- The Children's Cancer Ride
- The 1st Carlisle Children's Cancer Run
- 40th Anniversary Ball.

It is hoped that some of these events could become annual.

##### Statement of Trustee Responsibilities

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

The law applicable to charities requires the trustees to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the 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 Charities SORP;



## North of England Children's Cancer Research Fund

### Trustees' Report

#### Statement of Trustees' Responsibilities

- make judgements and estimates that are reasonable and prudent;
- state whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- 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 proper accounting records that 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 constitution. The trustees 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.

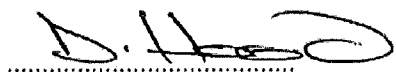
#### Disclosure of information to auditor

Each trustee has taken steps that they ought to have taken as a trustee in order to make themselves aware of any relevant audit information and to establish that the charity's auditor is aware of that information. The trustees confirm that there is no relevant information that they know of and of which they know the auditor is unaware.

#### Reappointment of auditor

A resolution for the re-appointment of MHA Tait Walker as auditors of the charity is to be proposed at the forthcoming Annual General Meeting.

The annual report was approved by the trustees of the charity on 22/10/19 and signed on its behalf by:



D Hood  
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**

#### **Opinion**

We have audited the financial statements of North of England Children's Cancer Research Fund (the 'charity') for the year ended 31 December 2018, which comprise the Statement of Financial Activities, Balance Sheet, Cash Flow Statement, and Notes to the Financial Statements, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is United Kingdom Accounting Standards, comprising Charities SORP - FRS 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland' and applicable law (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:

- give a true and fair view of the state of the charity's affairs as at 31 December 2018 and of its incoming resources and application of resources, including its income and expenditure 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.

#### **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 charity 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 trustees use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the trustees have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the charity'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.

## **North of England Children's Cancer Research Fund**

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

#### **Other information**

The trustees are responsible for the other information. The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. 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.

#### **Matters on which we are required to report by exception**

In the light of our knowledge and understanding of the charity and its environment obtained in the course of the audit, we have not identified material misstatements in the Trustees' Report.

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:

- 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 trustees remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

#### **Responsibilities of trustees**

As explained more fully in the Statement of Trustees' Responsibilities (set out on page 4), the trustees are 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 trustees determine 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 trustees are responsible for assessing the charity'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 trustees either intend to liquidate the charity or to cease operations, or have no realistic alternative but to do so.

## **North of England Children's Cancer Research Fund**

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

#### **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 judgement 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 charity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of the trustees 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 charity'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 charity 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.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the charity to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the charity audit. We remain solely responsible for our audit opinion.

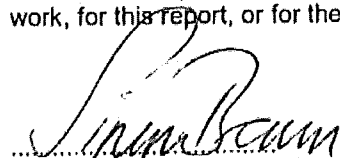
We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

## North of England Children's Cancer Research Fund

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

#### Use of our report

This report is made solely to the charity trustees, as a body, in accordance with section 144 of the Charities Act 2011 and regulations made under section 154 of that Act. Our work has been undertaken so that we might state to the trustees those matters we are required to state to trustees in an auditors' 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 its trustees as a body, for our audit work, for this report, or for the opinions we have formed.



Simon Brown BA ACA DChA (Senior Statutory Auditor)  
For and on behalf of MHA Tait Walker

Chartered Accountant & Statutory Auditor

Bulman House  
Regent Centre  
Gosforth  
Newcastle upon Tyne  
NE3 3LS

Date: 29.10.19

MHA Tait Walker is a trading name of Tait Walker LLP

# North of England Children's Cancer Research Fund

## Statement of Financial Activities for the Year Ended 31 December 2018

	Note	Unrestricted funds £	Total 2018 £	Total 2017 £
<b>Income and Endowments from:</b>				
Donations and legacies	2	199,754	199,754	302,456
Other trading activities	3	361,994	361,994	320,613
Investment income	4	21,688	21,688	22,683
Total Income		<u>583,436</u>	<u>583,436</u>	<u>645,752</u>
<b>Expenditure on:</b>				
Raising funds	5	(178,032)	(178,032)	(197,776)
Charitable activities	6	(423,979)	(423,979)	(439,140)
Total Expenditure		<u>(602,011)</u>	<u>(602,011)</u>	<u>(636,916)</u>
Gains/(losses) on investment assets		<u>(64,920)</u>	<u>(64,920)</u>	<u>61,920</u>
Net movement in funds		(83,495)	(83,495)	70,756
<b>Reconciliation of funds</b>				
Total funds brought forward		<u>779,186</u>	<u>779,186</u>	<u>708,430</u>
Total funds carried forward	16	<u>695,691</u>	<u>695,691</u>	<u>779,186</u>

All of the charity's activities derive from continuing operations during the above two periods.

The funds breakdown for 2017 is shown in note 16.

# North of England Children's Cancer Research Fund

(Registration number: 510339)

## Balance Sheet as at 31 December 2018

	Note	2018 £	2017 £
<b>Fixed assets</b>			
Intangible assets	12	-	2,480
Investments	13	<u>752,401</u>	<u>828,301</u>
		<u>752,401</u>	<u>830,781</u>
<b>Current assets</b>			
Debtors	14	41,661	89,953
Cash at bank and in hand		<u>135,243</u>	<u>190,281</u>
		176,904	280,234
<b>Creditors: Amounts falling due within one year</b>	15	<u>(233,614)</u>	<u>(331,829)</u>
<b>Net current liabilities</b>		<u>(56,710)</u>	<u>(51,595)</u>
<b>Net assets</b>		<u>695,691</u>	<u>779,186</u>
<b>Funds of the charity:</b>			
<b>Unrestricted income funds</b>			
Unrestricted funds		<u>695,691</u>	<u>779,186</u>
<b>Total funds</b>	16	<u>695,691</u>	<u>779,186</u>

The financial statements on pages 10 to 24 were approved by the trustees, and authorised for issue on 24/01/19 and signed on their behalf by:

  
D Hood  
Trustee

# North of England Children's Cancer Research Fund

## Cash Flow Statement for the Year Ended 31 December 2018

	Note	2018 £	2017 £
<b>Cash flows from operating activities</b>			
Net cash (expenditure)/income		(83,495)	70,756
<b>Adjustments to cash flows from non-cash items</b>			
Amortisation	5	2,480	2,412
Investment income	4	(21,688)	(22,683)
Revaluation of investments		<u>64,920</u>	<u>(61,920)</u>
		(37,783)	(11,435)
<b>Working capital adjustments</b>			
Decrease/(increase) in debtors	14	48,292	(62,717)
(Decrease)/increase in creditors	15	<u>(98,215)</u>	<u>49,208</u>
Net cash flows from operating activities		<u>(87,706)</u>	<u>(24,944)</u>
<b>Cash flows from investing activities</b>			
Interest receivable and similar income	4	249	234
Purchase of intangible fixed assets	12	-	(550)
Purchase of investments	13	(19,921)	-
Sale of investments		30,901	70,580
Income from dividends	4	<u>21,439</u>	<u>22,449</u>
Net cash flows from investing activities		<u>32,668</u>	<u>92,713</u>
Net (decrease)/increase in cash and cash equivalents		(55,038)	67,769
Cash and cash equivalents at 1 January		<u>190,281</u>	<u>122,512</u>
Cash and cash equivalents at 31 December		<u><u>135,243</u></u>	<u><u>190,281</u></u>

All of the cash flows are derived from continuing operations during the above two periods.



## North of England Children's Cancer Research Fund

### Notes to the Financial Statements for the Year Ended 31 December 2018

#### 1 Accounting policies

##### Statement of compliance

The financial statements have been prepared in accordance with Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) (effective 1 January 2015) - (Charities SORP (FRS 102)), the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) and the Charities Act 2011.

##### Basis of preparation

North of England Children's Cancer Research Fund meets the definition of a public benefit entity under FRS 102. Assets and liabilities are initially recognised at historical cost or transaction value unless otherwise stated in the relevant accounting policy notes.

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

##### Going concern

The trustees consider that there are no material uncertainties about the charity's ability to continue as a going concern in spite of the net current liability position at the year end. This is because the charity is a grant making charity and whilst it can control the timing of the grant awards, it also has two investments which can be readily drawn upon as cash flow requirements dictate.

##### Estimation uncertainty and judgements

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported.

Management have provided depreciation, prepayments, accruals and other cut-off adjustments. Whilst management believe that these estimates and judgements are accurate, there is every likelihood that they will not be exact.

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.

##### Income and endowments

Voluntary income including donations, gifts, legacies and grants that provide core funding or are of a general nature is recognised when the charity has entitlement to the income, it is probable that the income will be received and the amount can be measured with sufficient reliability.

##### Donations and legacies

Donations and legacies are recognised on a receivable basis when receipt is probable and the amount can be reliably measured.

##### Other trading activities

Income received from events held is recognised upon receipt, by post or via the online platforms being utilised.

## North of England Children's Cancer Research Fund

### Notes to the Financial Statements for the Year Ended 31 December 2018

#### 1 Accounting policies (continued)

##### *Investment income*

Interest on funds held on deposit is included when receivable and the amount can be measured reliably by the charity; this is normally upon notification of the interest paid or payable by the bank. Dividends are recognised once the dividend has been declared and notification has been received of the dividend due.

##### *Other income*

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.

##### *Expenditure*

All expenditure is recognised once there is a legal or constructive obligation to that expenditure, it is probable settlement is required and the amount can be measured reliably. All costs are allocated to the applicable expenditure heading that aggregate similar costs to that category. Where costs cannot be directly attributed to particular headings they have been allocated on a basis consistent with the use of resources, with central staff costs allocated on the basis of time spent, and depreciation charges allocated on the portion of the asset's use. Other support costs are allocated based on the spread of staff costs.

##### *Raising funds*

These are costs incurred in attracting voluntary income, the management of investments and those incurred in trading activities that raise funds.

##### *Charitable activities*

Charitable expenditure comprises those costs incurred by the charity in the delivery of its activities and services for its beneficiaries. It includes both costs that can be allocated directly to such activities and those costs of an indirect nature necessary to support them.

##### *Governance costs*

These include the costs attributable to the charity's compliance with constitutional and statutory requirements, including audit and insurance.

##### *Taxation*

The charity is considered to pass the tests set out in Paragraph 1 Schedule 6 of the Finance Act 2010 and therefore it meets the definition of a charitable company for UK corporation tax purposes. Accordingly, the charity is potentially exempt from taxation in respect of income or capital gains received within categories covered by Chapter 3 Part 11 of the Corporation Tax Act 2010 or Section 256 of the Taxation of Chargeable Gains Act 1992, to the extent that such income or gains are applied exclusively to charitable purposes.

##### *Intangible assets*

Intangible assets are stated in the Balance Sheet at cost less accumulated amortisation and impairment. They are amortised on a straight line basis over their estimated useful lives.

## North of England Children's Cancer Research Fund

### Notes to the Financial Statements for the Year Ended 31 December 2018

#### 1 Accounting policies (continued)

##### Amortisation

Amortisation is provided on intangible fixed assets so as to write off the cost, less any estimated residual value, over their expected useful economic life as follows:

Asset class	Amortisation method and rate
Website	Straight line over 3 years

##### Fixed asset investments

Fixed asset investments are included at market value at the balance sheet date. Realised gains and losses on investments are calculated as the difference between sales proceeds and their market value at the start of the year, or their subsequent cost, and are charged or credited to the Statement of Financial Activities in the period of disposal.

Unrealised gains and losses represent the movement in market values during the year and are credited or charged to the Statement of Financial Activities based on the market value at the year end.

##### Trade 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 and cash equivalents

Cash and cash equivalents comprise cash on hand and call deposits, and other short-term highly liquid investments that are readily convertible to a known amount of cash and are subject to an insignificant risk of change in value.

##### Trade creditors

Creditors are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if the does not have an unconditional right, at the end of the reporting period, to defer settlement of the creditor for at least twelve months after the reporting date. If there is an unconditional right to defer settlement for at least twelve months after the reporting date, they are presented as non-current liabilities.

Creditors are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest method.

##### Fund structure

Unrestricted income funds are general funds that are available for use at the trustees's discretion in furtherance of the objectives of the charity.

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 2 Income from donations and legacies

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Donations and legacies;			
Donations from individuals	31,019	31,019	31,399
Legacies	8,000	8,000	51,000
Gift aid reclaimed	22,913	22,913	46,928
Grants, including capital grants;			
Donations from community groups	4,000	4,000	4,275
Regular giving and capital donations	<u>133,822</u>	<u>133,822</u>	<u>168,854</u>
	<u>199,754</u>	<u>199,754</u>	<u>302,456</u>

### 3 Income from other trading activities

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Trading income;			
Other trading income	45,127	45,127	21,000
Events income;			
Childrens Cancer Run	264,135	264,135	247,749
Other events income	<u>52,732</u>	<u>52,732</u>	<u>51,864</u>
	<u>361,994</u>	<u>361,994</u>	<u>320,613</u>

### 4 Investment income

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Income from dividends;			
Dividends receivable from other listed investments	7,316	7,316	7,194
Interest receivable and similar income;			
Interest receivable on bank deposits	249	249	234
Other investment income	<u>14,123</u>	<u>14,123</u>	<u>15,255</u>
	<u>21,688</u>	<u>21,688</u>	<u>22,683</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 5 Expenditure on raising funds

#### a) Costs of generating donations and legacies

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Regular Giving - Just Giving Fees	-	-	515
Seconded staff	39,110	39,110	38,262
Head office Fundraising	49,095	49,095	51,417
Depreciation, amortisation and other similar costs	2,480	2,480	2,412
Other office costs	5,915	5,915	7,362
	<u>96,600</u>	<u>96,600</u>	<u>99,968</u>

#### b) Costs of trading activities

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Children's Cancer Run Costs	42,554	42,554	61,814
Seconded staff	23,266	23,266	22,762
Everyday Hero Fees	7,385	7,385	5,034
	<u>73,205</u>	<u>73,205</u>	<u>89,610</u>

#### c) Investment management costs

	Unrestricted funds		
	General	Total	Total
	£	2018	2017
		£	£
Other investment management costs;			
Amounts payable to investment managers	8,227	8,227	8,198
	<u>8,227</u>	<u>8,227</u>	<u>8,198</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 5 Expenditure on raising funds (continued)

	Direct costs £	Total 2018 £	Total 2017 £
Costs of generating donations and legacies	96,600	96,600	99,968
Costs of trading activities	73,205	73,205	89,610
Investment management costs	8,227	8,227	8,198
	<u>178,032</u>	<u>178,032</u>	<u>197,776</u>

### 6 Expenditure on charitable activities

	Unrestricted funds General £	Total 2018 £	Total 2017 £
Grant funding of activities	415,930	415,930	430,775
Governance costs	8,049	8,049	8,365
	<u>423,979</u>	<u>423,979</u>	<u>439,140</u>

	Activity undertaken directly £	Activity support costs £	Total 2018 £	Total 2017 £
Research Grants	415,930	-	415,930	430,775
Audit fees	-	3,120	3,120	3,120
Accounting and Legal Fees	-	4,548	4,548	4,080
Insurance	-	381	381	1,165
	<u>415,930</u>	<u>8,049</u>	<u>423,979</u>	<u>439,140</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 7 Analysis of governance and support costs

#### Governance costs

	Unrestricted funds		
	General £	Total 2018 £	Total 2017 £
Audit fees			
Audit of the financial statements	3,120	3,120	3,120
Other fees paid to auditors	4,548	4,548	4,080
Allocated support costs - Insurance	381	381	1,165
	<u>8,049</u>	<u>8,049</u>	<u>8,365</u>

## North of England Children's Cancer Research Fund

### Notes to the Financial Statements for the Year Ended 31 December 2018

#### 8 Net incoming/outgoing resources

Net (outgoing)/incoming resources for the year include:

	2018 £	2017 £
Amortisation of intangible assets	<u>2,480</u>	<u>2,412</u>

#### 9 Trustees remuneration and expenses

No trustees, nor any persons connected with them, have received any remuneration from the charity during the year.

No trustees have received any reimbursed expenses or any other benefits from the charity during the year.

#### 10 Auditors' remuneration

	2018 £	2017 £
Audit of the financial statements	<u>3,120</u>	<u>3,120</u>
<b>Other fees to auditors</b>		
All other assurance services	<u>4,548</u>	<u>4,080</u>

#### 11 Taxation

The charity is a registered charity and is therefore exempt from taxation.



# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 12 Intangible fixed assets

	Website £	Total £
<b>Cost</b>		
At 1 January 2018	<u>7,030</u>	<u>7,030</u>
At 31 December 2018	<u>7,030</u>	<u>7,030</u>
<b>Amortisation</b>		
At 1 January 2018	4,550	4,550
Charge for the year	<u>2,480</u>	<u>2,480</u>
At 31 December 2018	<u>7,030</u>	<u>7,030</u>
<b>Net book value</b>		
At 31 December 2018	<u>-</u>	<u>-</u>
At 31 December 2017	<u>2,480</u>	<u>2,480</u>

### 13 Fixed asset investments

	2018 £	2017 £
Other investments	<u>752,401</u>	<u>828,301</u>

### Other Investments

	Listed investments £	Total £
<b>Cost or Valuation</b>		
At 1 January 2018	828,301	828,301
Additions	19,921	19,921
Disposals	(39,242)	(39,242)
Revaluation	<u>(56,579)</u>	<u>(56,579)</u>
At 31 December 2018	<u>752,401</u>	<u>752,401</u>
<b>Net book value</b>		
At 31 December 2018	<u>752,401</u>	<u>752,401</u>
At 31 December 2017	<u>828,301</u>	<u>828,301</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 13 Fixed asset investments (continued)

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 - £80,258  
 JP Morgan AM UK LTD US Equity Income C - £59,028  
 Vanguard Funds PLC S&P 500 UCITS - £68,848  
 Standard Life Investments AAA Income Retail Inc Fund - £97,464  
 Total £305,598

The historical cost as at £662,940 (2017 - £683,285)

### 14 Debtors

	2018 £	2017 £
Trade debtors	-	1,740
Prepayments	41,661	41,285
Other debtors	-	46,928
	<u>41,661</u>	<u>89,953</u>

### 15 Creditors: amounts falling due within one year

	2018 £	2017 £
Other creditors	143,014	162,470
Accruals	90,600	169,359
	<u>233,614</u>	<u>331,829</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 16 Funds

	Balance at 1 January 2018 £	Incoming resources £	Resources expended £	Transfers £	Other recognised gains/(losses) £	Balance at 31 December 2018 £
<b>Unrestricted funds</b>						
<i>General</i>						
General	372,369	583,436	(602,011)	(24,711)	(64,920)	264,163
<i>Designated</i>						
Core set a side	<u>406,817</u>	<u>-</u>	<u>-</u>	<u>24,711</u>	<u>-</u>	<u>431,528</u>
<b>Total funds</b>	<u>779,186</u>	<u>583,436</u>	<u>(602,011)</u>	<u>-</u>	<u>(64,920)</u>	<u>695,691</u>

	Balance at 1 January 2017 £	Incoming resources £	Resources expended £	Transfers £	Other recognised gains/(losses) £	Balance at 31 December 2017 £
<b>Unrestricted funds</b>						
<i>General</i>						
General	275,120	645,752	(636,916)	26,493	61,920	372,369
<i>Designated</i>						
Core set a side	<u>433,310</u>	<u>-</u>	<u>-</u>	<u>(26,493)</u>	<u>-</u>	<u>406,817</u>
<b>Total funds</b>	<u>708,430</u>	<u>645,752</u>	<u>(636,916)</u>	<u>-</u>	<u>61,920</u>	<u>779,186</u>

### 17 Analysis of net assets between funds

	Unrestricted funds	2018
	General £	Total funds £
Fixed asset investments	752,401	752,401
Current assets	176,904	176,904
Current liabilities	<u>(233,614)</u>	<u>(233,614)</u>
<b>Total net assets</b>	<u>695,691</u>	<u>695,691</u>

# North of England Children's Cancer Research Fund

## Notes to the Financial Statements for the Year Ended 31 December 2018

### 17 Analysis of net assets between funds (continued)

	Unrestricted funds	2017
	General £	Total funds £
Intangible fixed assets	2,480	2,480
Fixed asset investments	828,301	828,301
Current assets	280,234	280,234
Current liabilities	(331,829)	(331,829)
Total net assets	<u>779,186</u>	<u>779,186</u>

### 18 Analysis of net funds

	At 1 January 2018 £	Cash flow £	At 31 December 2018 £
Cash at bank and in hand	190,281	(55,038)	135,243
Net debt	<u>190,281</u>	<u>(55,038)</u>	<u>135,243</u>
	At 1 January 2017 £	Cash flow £	At 31 December 2017 £
Cash at bank and in hand	122,512	67,769	190,281
Net debt	<u>122,512</u>	<u>67,769</u>	<u>190,281</u>

### 19 Related party transactions

There were no related party transactions in the year.

# Appendix 6

## Neighbourhood and Adult Services

### Application for a House to House Collections Permit

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

Lalpac number	044576
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.

The team at Yorkshire Children's Trust work closely with parents, medical professionals and social workers to offer emotional and financial support to families with long term sick and disabled children. The financial support can help funds items such as wheelchairs, specialist car seats, or even an ipad for a child that cannot use a pen or pencil to use at school. Emotional needs are supported with respite breaks at the charity's own holiday home on the East Coast of Yorkshire and with one to one person centred counselling and play therapies.

<https://www.yctrust.uk>

PLEASE SEE ATTACHED SUPPORTING INFORMATION

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

Please attach supporting information, web site details etc.

<https://www.yctrust.uk>

PLEASE SEE ATTACHED LETTER  
CHARITY LETTER IS ATTACHED

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

Yes ☒ No ☐

Registered Charity Number **1146884**

**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 2020 - 31 December 2020

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: 0774 774 3131

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 ☒

**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

14 / 11 / 2019



**COMMERCIAL PARTNERSHIP AGREEMENT  
BETWEEN  
UNICARE LIMITED  
&  
YORKSHIRE CHILDREN'S TRUST**

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

**1 Preamble**

- 1.1 Yorkshire Children's Trust, Registered Charity No. 1146884 and Unicare Limited Registered Company No. 05744027 agree to work together to support the activities of Yorkshire Children's Trust.
- 1.2. This Commercial Partnership Agreement will be signed and accepted as dated, with commencement of collections being January 2020.
- 1.4 Either party can opt out of the Agreement at any time with six month's written notice (email will suffice).
- 1.5 There will be performance reviews as and when required by either party, with at least one review per annum.

**2 Procedural & Financial Considerations**

- 2.1 Unicare Ltd will apply to city, county, county borough and metropolitan borough councils in England to renew licenses' for house-to-house clothing collections, copies of which will be sent to Yorkshire Children's Trust.
- 2.2 Unicare Ltd will collect clothing donations and other items on behalf of Yorkshire Children's Trust.
- 2.3 All charitable donations will be weighed at the end of each collection using commercial weighing apparatus and Unicare Ltd will accurately record amounts collected in metric tonnes on tally sheets.
- 2.4 Donations made by Unicare Ltd to Yorkshire Children's Trust will equate to £105 per tonne or more of monies raised through the sale of donated items.
- 2.5 Unicare Ltd will guarantee a minimum donation of £17,000.00 to Yorkshire Children's Trust for the 12-month period ending 31<sup>st</sup> December 2020, followed by any minimum donation amounts as set from time to time with the agreement of both parties in writing.
- 2.6 Unicare Ltd will endeavor to achieve the highest possible volume of collections and return the highest amount of donation possible to Yorkshire Children's Trust.
- 2.7 Donations will be paid by Unicare Ltd to Yorkshire Children's Trust monthly by BACS transfer, by the end of the first week of the month following the month in which collections were carried out. An email weight and payment report will be sent to Yorkshire Children's Trust.
- 2.8 Unicare Ltd will endeavor to represent Yorkshire Children's Trust 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 Unicare Ltd will, on request from Yorkshire Children's Trust, produce tally information about metric tonnage collected.
- 3.2 Unicare Ltd will, on request from Yorkshire Children's Trust, provide information, including copies of receipts, relating to expenses incurred.
- 3.3 Unicare Ltd will, on request from Yorkshire Children's Trust, 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 Unicare Ltd and Yorkshire Children's Trust use will be agreed between the two parties before production of any materials.
- 4.2 Final copy must be sanctioned by Yorkshire Children's Trust 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 Yorkshire Children's Trust grants to Unicare Ltd a non-exclusive license for the term of this Agreement to use the name and logo of Yorkshire Children's Trust in any materials relating to the promotion. The name and logo may not be used for any purpose other than the promotion and may not be transferred or assigned to anyone else. The name and logo may only be used within England. This license will end immediately on termination of this Agreement.
- 5.4 Unicare Ltd 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 Unicare Ltd will indemnify Yorkshire Children's Trust 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 Yorkshire Children's Trust will not interfere with the Promotion unless required to do so by law or external authorities or in order to preserve the interest of Yorkshire Children's Trust.
- 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 Unicare Ltd and Yorkshire Children's Trust 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.
- 6.3 In addition, Unicare Ltd and Yorkshire Children's Trust agree to operate at all times in a manner that is compliant with current GDPR regulations.

## **7 Complaints**

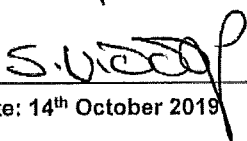
- 7.1 House-to-house collections necessarily involve members of the general public and generate complaints. These are always a small number considering the overall volume of collections. New charity collections have a teething period. Our experience is that any volume of complaints decreases after the first three to six months.
- 7.2 Unicare Ltd will do everything it can to keep complaints to a minimum and will work in partnership with Yorkshire Children's Trust 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, Unicare Ltd commits to apologising, and making full financial, and other, restitution to the complainant.
- 7.4 Unicare Ltd will provide Yorkshire Children's Trust 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 Unicare Ltd or Yorkshire Children's Trust may cancel this Agreement immediately only if:
- a) Unicare Ltd uses, or attempts to use, the Yorkshire Children's Trust name and/or logo for any purpose other than this promotion.
  - b) Either party to this Agreement compounds with its creditors, becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as they fall due or enters into receivership or liquidation.

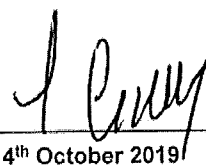
- c) Either party to this Agreement engages in fraudulent and/or illegal behaviour as defined by the laws of England and Wales or in behaviour defined as serious misconduct and/or gross negligence.

Signed on behalf of Yorkshire Children's Trust

  
Date: 14<sup>th</sup> October 2019

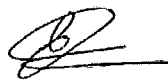
Simon Widdop  
Charity Manager & Trustee  
Yorkshire Children's Trust  
YCT House, 70 Commercial Street  
Halifax, West Yorkshire, HX1 2JE

Signed on behalf of Yorkshire Children's Trust

  
Date: 14<sup>th</sup> October 2019

Tracey Gray  
Executive Trustee  
Yorkshire Children's Trust  
YCT House, 70 Commercial Street  
Halifax, West Yorkshire, HX1 2JE

Signed on behalf of Unicare Ltd

  
Date: 14<sup>th</sup> October 2019

Olena Romanyshyn  
Managing Director  
Unicare Ltd.  
Unit 12, Hunslet Trading Estate  
Severn Way, Leeds, LS10 1BL

## Information required by Unicare Ltd to support their Licence/Permit applications to respective Councils.

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### Name of Charity Partner:

Registration number	Charity Number 1146884 / Company Number 10650385
Head Office address	YCT House
	70 Commercial Street
	Halifax, HX1 2JE
Contact name	Simon Widdop
Position	Charity Founder & Trustee
Contact telephone number	01422 728080
Email address	simon@yctrust.uk

May we ask you to please provide the following information in WORD format:

- Letter of authorisation for Unicare to collect on your behalf
- List of Trustees to include a brief profile of your charity.
- Latest accounts (audited if possible) of the organisation that will benefit.
- Literature about the Charity who will benefit.
- Please explain how your Charity/fund collection will benefit the people.
- What percentage of the proceeds of the collection is to be paid over to the Charity.
- A summary (in 4-5 sentences), describing your charity including your objectives/aims.
- Bank details into which proceeds should be paid (Bank name, account number & sort code)
- Name, address & contact number of your:
  - Honorary Secretary
  - Honorary Treasurer
  - Auditor

Please submit the above information to [alex@erpunicare.org](mailto:alex@erpunicare.org)

Thank you for your co-operation.

# Yorkshire Children's Trust

a local charity ...  
... helping local children

YCT House • 70 Commercial Street • Halifax • West Yorkshire • HX1 2JE

Date: 1<sup>st</sup> November 2019  
Our Reference: H2H Collections

To whom it may concern,

This is a letter to confirm that Unicare Ltd, Leeds are authorised to collect clothing through house to house recycling on behalf of Yorkshire Children's Trust, subject to correct licensing from local authorities.

Please accept this letter as further authorisation for team members from Unicare Ltd to make applications for local collection licenses for collections between 1<sup>st</sup> January 2020 and 31 December 2020 for areas covering any local authority area in England.

Yorkshire Children's Trust is a registered charity, number 1146884 and a company limited by guarantee and we are working under a Commercial Partnership Agreement with Unicare Ltd.

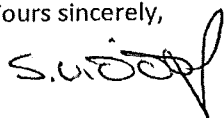
The charity helps long term sick and disabled children with support to cover both their financial and emotional needs. Our support encompasses a range of options, but includes help with medical equipment such as wheelchair ramps, specialist car seats etc. The emotional support includes free holidays to these families at our own holiday home on the East Coast of Yorkshire, as well as counselling and play therapy options.

Yorkshire Children's Trust works closely with parents, medical professionals and social workers to ensure our work is targeted to the most vulnerable families in the community and despite this essential support we rely heavily on donations to offer this service.

The house-to-house clothing collections carried out by Unicare Ltd will help to raise essential funds through a steady, monthly revenue stream to help ensure our support can continue well into the next few years.

Thank you for taking the time to consider our request, and if you have any further questions prior to processing our license request, I am happy for you to call me on 01422 728080 or email me on [simon@yctrust.uk](mailto:simon@yctrust.uk)

Yours sincerely,



Simon Widdop  
Charity Founder & Trustee

Telephone: 01422 72 80 80 • Web: [www.yctrust.uk](http://www.yctrust.uk)  
Registered as a charity in England, registration number 1146884



Registered with  
FUNDRAISING  
REGULATOR



## **Charity**

Yorkshire Children's Trust is a charity founded by two sets of parents who had children going through the long, painful treatment for cancer. Although treatment regimes are fantastic, the parents found that extra support was difficult to find and that children could fall through funding gaps of support, in one particular case, the Widdop's struggled to get help with a wheelchair to use at home while their daughter was learning to walk again, and had to fund this themselves.

The team at Yorkshire Children's Trust work closely with parents, medical professionals and social workers to offer emotional and financial support to families with long term sick and disabled children. The financial support can help fund items such as wheelchairs, specialist car seats, or even an iPad for a child that cannot use a pen or pencil to use at school. Emotional needs are supported with respite breaks at the charity's own holiday home on the East Coast of Yorkshire and with one to one person centred counselling and play therapies.

The charity relies heavily on donations to support their work, they do not receive any Government, NHS or other direct funding and the house to house clothing collections help to raise essential funds to support the work of the charity.

Yorkshire Children's Trust will receive £105 per tonne from the house to house collections, and 100% of this will be utilised by the charity to support the aims and goals of support long term sick and disabled children in the community.

## **List of Trustees**

Simon Widdop

Sarah Thompson

Tracey Gray

Jamie Ansbro

Jeannine Hind

Nick Sharp

All Trustees are signatories on the charity account and are responsible for the oversight of the charity, the way the charity is constituted, the organisation doesn't have specific secretary's or treasurers. This ensures all Trustees are responsible. A minimum of two trustees must authorise financial transactions.

The charity accounts are available online at:

<https://apps.charitycommission.gov.uk/Showcharity/RegisterOfCharities/CharityWithoutPartB.aspx?RegisteredCharityNumber=1146884&SubsidiaryNumber=0>

**Payments of monies due**

Monies raised each month should be paid no later than one week later of the following month,

ie funds from January 2020 should be paid in the first week of February 2020.

Payments should include VAT at the current rate of 20% (or any other variable rate as set by the Government), YCT will then provide a VAT invoice for your records.

Yorkshire Children's Trust is registered for VAT, our number is GB267150504

Payments should be made into the following account:

---

**Bank:** Unity Trust Bank, Brindleyplace, Birmingham, B1 2HB

**Name:** Yorkshire Children's Trust

**Sort Code:** 60-83-01

**Account #:** 20262158

**Reference:** H2H=MMMY

**Please substitute MMY with the actual month the payment is for, ie for January 2020, please enter H2H-Jan20 as the reference.**

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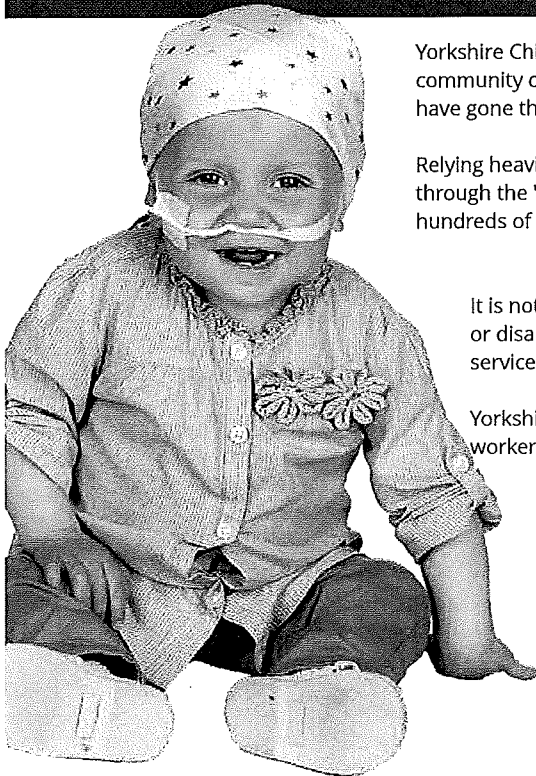
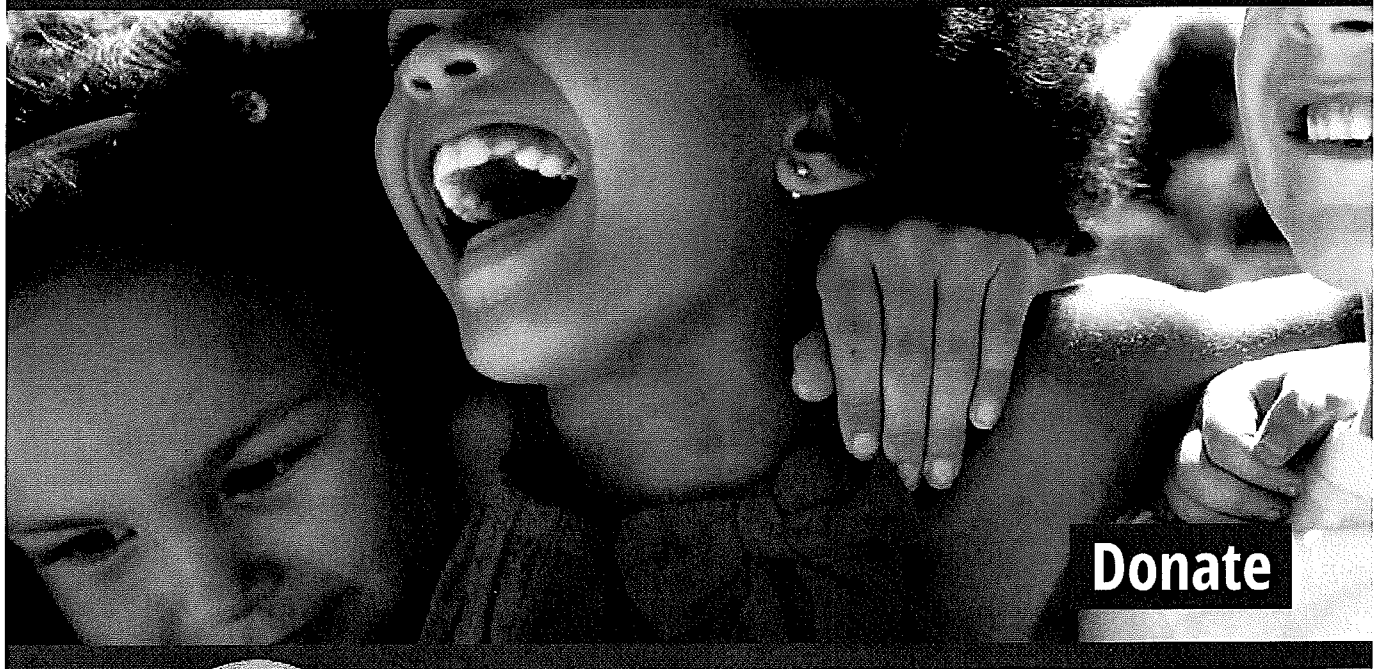
Please ensure a weight and payment report is emailed across to [simon@yctrust.uk](mailto:simon@yctrust.uk) when each payment is submitted so we can correctly invoice for the payment received.

**Auditor**

As a small charity, the accounts are under the limit for a full audit, but are independently inspected by an accountant every year and signed off before the accounts are sent to Companies House and the Charity Commission.

Ms. Paige Simpson  
14 Henry Street  
Thornton  
Bradford  
BD13 3JE





Yorkshire Children's Trust is a truly local charity, helping local children. It is a small, community charity, founded in March 2011 by two sets of parents that have children who have gone through the long and harsh treatment of cancer.

Relying heavily on voluntary donations, the charity was founded to help families who can fall through the 'funding gap' of traditional support channels and has successfully helped hundreds of children since it started.

It is not just children with cancer the charity will offer support for. Any long term illness or disability, be a physical or mental impairment, the charity are able to offer a range of services to help support some of the most vulnerable children in the Yorkshire region.

Yorkshire Children's Trust liaise with parents, medical professionals, teachers and key workers to ensure the best possible outcomes with a range of support options.

**You can help these children;** With your donation, we will pay for:

- **Treatments** such as counselling or therapies
- **Hospital travel** for a child that may be an inpatient for weeks at a time;
- **Breaks for affected families** that include mum, dad, siblings and carers;
- **One-on-one counselling** for not just the child, but parents and siblings;
- **Annual Hospital Visits** offering children gifts at Christmas and Easter.

With your help, we will make the lives of local children better, and reduce the impact on the families that care for them. Remember, every donation, no matter how big or small will help support our work in the community.

**Please donate today, you will make a real difference.**

**Donate Here**



## YORKSHIRE CHILDREN'S TRUST

Registered Number 10650385

## Micro-entity Balance Sheet as at 7 March 2019

	Notes	2019	2018
		£	£
Fixed Assets		4,379	1,465
Current Assets		36,297	19,173
Prepayments and accrued income		4,922	3,551
Creditors: amounts falling due within one year		(608)	(483)
Net current assets (liabilities)		<u>40,611</u>	<u>22,241</u>
Total assets less current liabilities		<u>44,990</u>	<u>23,706</u>
Creditors: amounts falling due after more than one year		0	0
Accruals and deferred income		0	0
Total net assets (liabilities)		<u>44,990</u>	<u>23,706</u>
Reserves		<u>44,990</u>	<u>23,706</u>

- For the year ending 7 March 2019 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.
- The accounts have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 13 May 2019

And signed on their behalf by:  
**simon widdop, Director**

**Registered Number 10650385**

**YORKSHIRE CHILDREN'S TRUST**

**Micro-entity Accounts**

**7 March 2019**

Date: 27/03/2019  
Time: 13:31:13

**Yorkshire Children's Trust**  
**Period Trial Balance**

Page: 1

To Period: Month 12, February 2019

<u>N/C</u>	<u>Name</u>	<u>Debit</u>	<u>Credit</u>
0010	Property	2,297.26	
0030	Office Equipment	1,994.63	
0040	Furniture and Fixtures	87.46	
1100	Debtors Control Account	4.69	
1200	Bank Current Account	9,191.57	
1210	Bank Grants Account	25,694.89	
1220	Bank Contingency Account	889.16	
1235	Cash Register	252.53	
1250	Pocket Card Account 1	0.99	
1251	FairFX Card Account	263.14	
2100	Creditors Control Account	194.37	
2200	VAT on Vatable Sales		2,235.25
2201	VAT on Vatable Purchases	1,949.50	166.49
2202	VAT Liability		156.14
2204	Manual Adjustments		
2210	P.A.Y.E.	253.88	0.60
2211	National Insurance		
2220	Net Wages	4,474.30	23,705.77
3200	Funds		2,824.77
4000	Donations Received		20,370.65
4001	Donations Received -Non Gift Aid		22,657.66
4002	Donations - Third Party Event Proceeds		317.57
4003	Gift Aid Received		160.00
4050	Counselling		582.90
4400	Fund Generation - Charity Shop		63.07
4510	Fund Generation - Branded Merchandise		19,890.72
4520	Fund Generation - RAMS		360.00
4800	Other Income		
5000	Charitable Expenditure - Grants Payable	18,136.69	
5001	Consumables - Charitable Causes	79.76	
5009	Discounts Taken		5.96
5200	Training Projects	20.00	
6000	Charity Shop	3,485.76	
6100	Fund Raising Expenses	393.93	
6101	Advertising	853.21	
6102	PR (Literature & Brochures)	900.74	
6200	Goods Purchased for Resale		28.00
6202	Miscellaneous Purchases	547.47	
7000	Rent	3,275.00	
7104	Premises Insurance	566.00	
7105	Electricity	909.27	
7106	Gas	180.11	
7200	Travelling	79.52	
7206	Subsistence	2.14	
7300	Printing	181.25	
7301	Postage and Carriage	936.56	
7302	Office Stationery	1,001.70	
7304	Staff Security	120.00	
7350	Telephone and Fax	263.77	
7351	Internet	328.35	
7352	Computer and Software	1,046.23	
7501	Cleaning	97.89	

Date: 27/03/2019

Time: 13:31:13

**Yorkshire Children's Trust**

Page: 2

**Period Trial Balance**

To Period: Month 12, February 2019

<b><u>N/C</u></b>	<b><u>Name</u></b>	<b><u>Debit</u></b>	<b><u>Credit</u></b>
7503	Premises Expenses	877.23	
7504	Miscellaneous Motor Expenses	2,105.60	
7505	Vehicle Fuel	226.64	
7506	Vehicle repairs and servicing	155.00	
7510	Parking Expenses	75.00	
7604	Insurance	703.02	
7605	Refreshments	108.57	
7606	Sundry Expenses	53.91	
7700	Bank Interest Paid		
7701	Bank Charges		7.55
7704	Card Processing Fees	152.73	
7800	Gross Wages	158.95	
7806	Employers NI	6,970.04	
7807	Employers Pensions	0.32	
7901	Audit Fees	10.40	
7904	Professional Fees	150.00	
7909	Regulatory Body Fees	551.60	
7910	Training Costs	158.00	
9998	Suspense Account	100.00	
		22.37	
	<b>Totals:</b>	<b><u>93,533.10</u></b>	<b><u>93,533.10</u></b>

Date: 27/03/2019  
Time: 13:35:24

**Yorkshire Children's Trust**  
**Profit and Loss**

Page: 1

From: Month 1, March 2018  
To: Month 12, February 2019

**Chart of Accounts:**

Default Layout of Accounts

	<u>Period</u>	<u>Year to Date</u>	
<b>Sales</b>			
Donations	46,330.65	46,330.65	
Fund Generation - Charity Shop	582.90	582.90	
Fund Generation - Fund Raising	19,953.79	19,953.79	
Other Income	360.00	360.00	
	67,227.34		67,227.34
<b>Purchases</b>			
Charitable Expenditure - Grants Payable	18,210.49	18,210.49	
Cost of Charitable Activities	20.00	20.00	
	18,230.49		18,230.49
<b>Direct Expenses</b>			
Charitable Expenditure - Stock for Charity Shop	519.47	519.47	
Cost of Fund Generation - Charity Shop	3,485.76	3,485.76	
Cost of Fund Generation - Fund Raising	2,147.88	2,147.88	
	6,153.11		6,153.11
<b>Gross Profit/(Loss):</b>	<u>42,843.74</u>		<u>42,843.74</u>
<b>Overheads</b>			
Support Costs - Rent and Rates	3,275.00	3,275.00	
Support Costs - Heat, Light and Power	1,655.38	1,655.38	
Support Costs - Travelling Expenses	81.66	81.66	
Support Costs - Printing and Stationery	2,239.51	2,239.51	
Support Costs - Telephone and Computer	1,638.35	1,638.35	
Support Costs - Maintenance	3,537.36	3,537.36	
Support Costs - General Expenses	865.50	865.50	
Management & Admin - Bank Charges and	304.13	304.13	
Management & Admin - Gross Wages	6,980.76	6,980.76	
Management & Admin - Professional Fees	959.60	959.60	
Suspense & Mispostings	22.37	22.37	
	21,559.62		21,559.62
<b>Net Profit/(Loss):</b>	<u>21,284.12</u>		<u>21,284.12</u>







## Trustees' Annual Report for the period

		Period start date			Period end date		
From	Day	Month	Year	To	Day	Month	Year
	01	03	2018		28	02	2019

### Section A Reference and administration details

Charity name	YORKSHIRE CHILDREN'S TRUST		
Other names charity is known by	PREVIOUSLY KNOWN AS KIDZ FOUNDATION		
Registered charity number (if any)	1146884		
Charity's principal address	YCT House		
	70 Commercial Street		
	Halifax		
	Postcode	HX1 2JE	

#### Names of the charity trustees who manage the charity

	Trustee name	Office (if any)	Dates acted if not for whole year	Name of person (or body) entitled to appoint trustee (if any)
1	SIMON WIDDOP	CHAIR		
2	JAMIE ANSBRO			
3	ARRON BURDON		21 Mar 17- 24 Apr 18	
4	TRACEY GRAY			
5	JEANNINE HIND			
6	SARAH THOMPSON			
7				
8				
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17				
18				
19				
20				

#### Names of the trustees for the charity, if any, (for example, any custodian trustees)

Name	Dates acted if not for whole year

## Names and addresses of advisers (Optional information)

Type of adviser	Name	Address

## Name of chief executive or names of senior staff members (Optional information)

--

## Section B Structure, governance and management

## Description of the charity's trusts

Type of governing document <i>(eg. trust deed, constitution)</i>	CONSTITUTION ADOPTED 29 FEB 2012 AS AMENDED ON 05/04/2012 AS AMENDED ON 03/09/2012 AS AMENDED ON 16 MAY 2017
How the charity is constituted <i>(eg. trust, association, company)</i>	CHARITABLE TRUST, LIMITED BY GUARANTEE
Trustee selection methods <i>(eg. appointed by, elected by)</i>	APPOINTED BY THE BOARD OF TRUSTEES

## Additional governance issues (Optional information)

You may choose to include additional information, where relevant, about:

- policies and procedures adopted for the induction and training of trustees;
- the charity's organisational structure and any wider network with which the charity works;
- relationship with any related parties;
- trustees' consideration of major risks and the system and procedures to manage them.

YORKSHIRE CHILDREN'S TRUST WAS FOUNDED ON 1<sup>ST</sup> MARCH 2011 BY PARENTS OF CHILDREN SUFFERING FROM CHILDHOOD CANCER IN THE HOPE TO RELIEVE THE EMOTIONAL AND FINANCIAL BURDON ON SIMILAR FAMILIES.

THE CHARITY BECAME LIMITED BY GUARANTEE ON 3<sup>RD</sup> MARCH 2017 AND WAS A MEMBER OF THE FUNRAISING STANDARDS BOARD AND THEN BECOMING ONE OF THE FIRST CHARITIES TO BECOME A MEMBER OF THE NEW FUNDRAISING REGULATOR, INITIALLY JOINING UNDER THE BETA TEST PROGRAMME.

THE MANAGEMENT TEAM ALWAYS STRIVE TO MAKE THE CHARITY BETTER AND HAVE STRICT POLICIES IN PLACE TO PROTECT STAFF, VOLUNTEERS, SERVICE USERS AND MEMBERS OF THE PUBLIC.

## Section C Objectives and activities

## Summary of the objects of the charity set out in its governing document

TO RELIEVE THE CHARITABLE NEEDS OF FAMILIES WITH SICK OR DISABLED CHILDREN, UP TO THE AGE OF 18, BY THE PROVISION OF EMOTIONAL AND FINANCIAL SUPPORT; IN PARTICULAR, BUT NOT EXCLUSIVELY, TOWARDS THE PROVISION OF COUNSELLING TO DEAL WITH DEBTS AND WELFARE, BEING DIAGNOSED WITH AN ILLNESS AND THE LOSS OF A CHILD, COSTS OF MEDICAL EQUIPMENT, HOME MODIFICATIONS, TRAVEL COSTS OR RESPITE HOLIDAYS FOR THE ENTIRE FAMILY

Summary of the main activities undertaken for the public benefit in relation to these objects (include within this section the statutory declaration that trustees have had regard to the guidance issued by the Charity Commission on public benefit)

YORKSHIRE CHILDREN'S TRUST MAKE AVAILABLE FUNDS TO BE APPLIED FOR IN THE FORM OF A SUPPORT APPLICATION MADE BY A MEDICAL PROFESSIONAL, SOCIAL WORKER, SUPPORT WORKER, TEACHER, PARENT OR GUARDIAN.

THE SUPPORT APPLICATION IS MADE AVAILABLE THROUGH THE OFFICIAL CHARITY WEBSITE VIA A SECURE, ENCRYPTED FORM OR A PAPER FORM AVAILABLE DIRECTLY FROM THE CHARITY OFFICE, SOCIAL SERVICES OR LOCAL HOSPITALS.

SUPPORT AWARDS ARE PAID UP TO THE VALUE OF £750 FOR THE BENEFIT OF THE SICK OR DISABLED CHILDREN AND ARE USED TO FUND:

- MEDICAL EQUIPMENT
- MEDICAL TREATMENT
- ESSENTIAL HOME MODIFICATIONS
- HOSPITAL TRANSPORT COSTS
- SHORT MID-WEEK HOLIDAY WITH HAVEN HOLIDAY PARKS.

THE CHARITY HAS A TEAM MEMBER WHO HAS UNDERTAKEN FURTHER TRAINING TO BECOME A QUALIFIED, BACP RECOGNISED COUNSELLOR. THE CHARITY NOW OFFERS PERSON-CENTRED COUNSELLING FOR SICK AND DISABLED CHILDREN, THEIR SIBLINGS AND PARENTS.

OTHER ITEMS TO RELIEVE THE NEEDS OF THE SICK OR DISABLED CHILD AS AGREED BY THE TRUSTEES.

#### Additional details of objectives and activities (Optional information)

You may choose to include further statements, where relevant, about:

- policy on grantmaking;
- policy programme related investment;
- contribution made by volunteers.

YORKSHIRE CHILDREN'S TRUST WISH TO HELP AS MANY CHILDREN WITH LONG-TERM LIFE LIMITING CONDITIONS AS POSSIBLE, HOWEVER AS WE REMAIN A VERY SMALL CHARITY WE LIMIT OUR REGION OF SUPPORT TO THE FOUR YORKSHIRE REGIONS AND WE WILL SUPPORT EACH CHILD UP TO 3 TIMES. SUCCESSFULLY FUNDED APPLICANTS HAVE TO WAIT FOR A PERIOD OF 12 MONTHS BEFORE A FURTHER APPLICATION FOR SUPPORT CAN BE MADE, WHEREAS IF AN APPLICATION IS DECLINED, A NEW APPLICATION CAN BE MADE FOR THE CHILD ONCE A PERIOD OF SIX MONTHS HAS ELAPSED. A CHILD OR OTHER FAMILY MEMBER CAN STILL RECEIVE COUNSELLING THROUGH THE CHARITY IN ADDITION TO OR EXCLUSIVE OF ANY GRANT PAYMENTS BEING MADE.

TO ENSURE THE APPLICATION PROCESS REMAINS FAIR TO ALL, THE APPLICATIONS ARE VETTED BY A REGISTERED SOCIAL WORKER WHO LIAISES WITH OUTSIDE AGENCIES TO VERIFY THE CHILD'S ILLNESS OR DISABILITY AND CONFIRM HOW AN AWARD FROM YORKSHIRE CHILDRENS TRUST CAN HELP.

THE SOCIAL WORKER PASSES ON A RECOMMENDATION TO THE CHARITY TRUSTEES ON THE OUTCOME OF AN AWARD. THE TRUSTEES MEET ON A REGULAR BASIS, USUALLY ONCE A MONTH TO MAKE A FINAL DETERMINATION ON AWARDS TO FAMILIES.

## Section D

## Achievements and performance

Summary of the main achievements of the charity during the year

YORKSHIRE CHILDREN'S TRUST WAS FOUNDED BY SIMON WIDDOP AFTER HIS OWN DAUGHTER WAS DIAGNOSED WITH LEUKAEMIA WHEN SHE WAS ONLY FIVE YEARS OLD AND CONTINUES TO BE RUN ON A PART TIME BASIS AROUND THE CARE NEEDS OF THE CHILDREN OF THE PARENTS WHO RUN THE CHARITY TODAY.

THE CHARITY WOULD LIKE TO THANK ALL SUPPORTERS, NO MATTER HOW BIG OR SMALL THE DONATION, EVERY PENNY RECEIVED HELPS TO SUPPORT OUR WORK.

THE CHARITY RELIES HEAVILY ON THE VOLUNTEER WORK OF KEY MEMBERS OF THE TEAM, WITHOUT WHICH THE SUPPORT WE OFFER TO LOCAL FAMILIES WOULD NOT BE AT ALL POSSIBLE.

WE HAVE COMPLETED A PARTNERSHIP AGREEMENT WITH A RECYCLING COMPANY WHICH WILL SEE CHARITY CLOTHING BAGS DELIVERED TO HOMES IN THE YORKSHIRE REGION, WITH 70% OF INCOME RAISED FROM THE RECYCLING OF THE CLOTHING BEING GIVEN TO THE CHARITY.

A FURTHER AGREEMENT HAS BEEN MADE TO DELIVER A MINIMUM OF 100 STATIC CLOTHING BANKS TO SCHOOLS, BUSINESSES AND PLACES OF WORSHIP THROUGHOUT THE REGION, AT NO END COST. THE RESULTED DONATIONS AGAIN BEING FOR THE CASH BENEFIT FOR YORKSHIRE CHILDREN'S TRUST.

AT THE END OF 2018 SAW YORKSHIRE CHILDREN'S TRUST MOVING TO BIGGER PREMISES TO ALLOW PRIVATE COUNSELLING AND MEETING SPACE AND FURTHER TOOK THE OPPORTUNITY TO OPEN A NEW CHARITY SHOP SPECIALISING IN CHILDREN'S AND BABIES CLOTHING AND TOYS TO HELP RAISE FURTHER FUNDS TO SUPPORT CHILDREN IN THE REGION.

YORKSHIRE CHILDREN'S TRUST CONTINUES TO ASK LOCAL BUSINESSES TO SUPPORT THE CHARITY THROUGH 'CHARITY OF THE YEAR', THIS BRINGING IN DONATIONS TO THE CHARITY THROUGHOUT THE YEAR.

**Section E****Financial review**

Brief statement of the charity's policy on reserves

THE CHARITY HAS AN OFFICIAL ALLOCATION OF FUNDS POLICY AND HAS AN OPERATING CONTINGENCY ACCOUNT BALANCE OF £889.08 AS OF THE END OF THE CURRENT FINANCIAL YEAR.

Details of any funds materially in deficit

**Further financial review details (Optional information)**

You may choose to include additional information, where relevant about:

- the charity's principal sources of funds (including any fundraising);
- how expenditure has supported the key objectives of the charity;
- investment policy and objectives including any ethical investment policy adopted.

YORKSHIRE CHILDREN'S TRUST IS AN ETHICAL CHARITY THAT WAS HAPPY TO BECOME A BETA TESTER FOR THE FUNDRAISING REGULATOR. WE GO ABOVE AND BEYOND THE "FUNDRAISING PROMISE" BY ALSO INCLUDING PROVISION THAT THE CHARITY WILL NOT UNDERTAKE COLD CALLING OVER THE TELEPHONE TO PEOPLE AT HOME TO SEEK DONATIONS.

THE CHARITY RELIES HEAVILY ON DONATIONS AND SUPPORT FROM LOCAL PEOPLE AND BUSINESSES TO FUND THE OBJECTS, OVER THE NEXT 12 MONTHS IT IS EXPECTED THAT WE WILL ALSO RECEIVE FUNDING FROM GRANTS TO HELP COVER CORE COSTS AND PAID EMPLOYEES.

**Section F****Other optional information**

YORKSHIRE CHILDREN'S TRUST HAS THE HONOUR TO HAVE BEEN INVITED TO A RECEPTION BEING HELD AT WINDSOR CASTLE BY H.M. THE QUEEN TO CELEBRATE THE CENTENARY OF THE NCVO. REPRESENTATIVES OF ONLY 200 CHARITIES WILL BE AT THE EVENT.

**Section G****Declaration**

The trustees declare that they have approved the trustees' report above.

Signed on behalf of the charity's trustees

Signature(s)

Full name(s)

Position (eg Secretary, Chair, etc)

Date

SIMON WIDDOP	SARAH THOMPSON	

27 MARCH 2019





**CHARITY COMMISSION**  
FOR ENGLAND AND WALES

## Independent examiner's report on the accounts

### Section A

### Independent Examiner's Report

**Report to the trustees/  
members of**

Charity Name  
Yorkshire Childrens Trust

**On accounts for the year  
ended**

28<sup>th</sup> Feb 2019

**Charity no  
(if any)**

1146884

**Set out on pages**

1-3

I report to the trustees on my examination of the accounts of the above charity Yorkshire Children's Trust for the year ended 28/02/2019.

**Responsibilities and  
basis of report**

As the charity's trustees, you are responsible for the preparation of the accounts in accordance with the requirements of the Charities Act 2011 ("the Act").

I report in respect of my examination of the Trust's accounts carried out under section 145 of the 2011 Act and in carrying out my examination, I have followed all the applicable Directions given by the Charity Commission under section 145(5)(b) of the Act.

**Independent  
examiner's statement**

I have completed my examination. I confirm that no material matters have come to my attention in connection with the examination.

I have no concerns and have come across no other matters in connection with the examination to which attention should be drawn in this report in order to enable a proper understanding of the accounts to be reached.

**Signed:**

**Date:**

13/05/2019

**Name:**

Paige Simpson

**Relevant professional  
qualification(s) or body  
(if any):**

**Address:**

14 Henry Street

Thornton

BD13 3JE

**Section B**

**Disclosure**

Only complete if the examiner needs to highlight material matters of concern (see CC32, Independent examination of charity accounts: directions and guidance for examiners).

Give here brief details of any items that the examiner wishes to disclose.





# Appendix 7

## Regeneration and Environment Services

### Application for a House to House Collections Permit

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

Fee	Free or Charge
Lapac number	044577
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.

Fundraising for the Breast Cancer Research organisations.  
Full details are available on the Charity website  
[www.breastcancerresearchaid.org.uk](http://www.breastcancerresearchaid.org.uk)

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

Please attach supporting information, web site details etc.

Cancer Research Organisations find cure for Breast Cancer which affects women all over the world.

web details above

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

Yes ☒

No ☐

Registered Charity Number 1166674

### Collection details

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

the whole borough or as allocated by the licensing office

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

any dates during the period 01.01.2020 - 30.11.2020

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

2

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 purposes in other areas of the UK:

Yes ☒

No ☐

If Yes, which other licensing authorities

we have licenses in over 180 boroughs - London Metropolitan Police, Liverpool, Coventry, Manchester, Belfast etc

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.

no

**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

commercial participant costs - vans rent,  
admin

4.a. Please state how much will be deducted for expenses or other reasons £ 35 % of total proceeds will be deducted for costs

4.b. Is it proposed to use some of the takings for the payment of any persons: Yes ☐ No ☒

If YES: Is it to Collectors Yes ☐ No ☒

Is it to Other Persons Yes ☐ No ☒

4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid:

£

**Details of company or organisation responsible for these collection**

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

Office address of the as above

Company/Organisation:

Post code:

Contact phone number:

01564784107

Mobile phone number:

E-mail address:

bcra@mail.com

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

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

Company 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? We have been operating as a commercial participant for charities for over 6 years and have licences in over 180 boroughs of the UK and Schotland, details are vary

What date was it granted? / /

What licence number was it?

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



Date applicant signed form

23 / 11 / 19

DATED

12 April 2019

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(1) BREAST CANCER RESEARCH AID

And

(2) GIVING SUPPORT LIMITED

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COMMERCIAL PARTICIPATION AGREEMENT  
in relation to clothes collection promotion

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**Parties**

- (1) Breast Cancer Research Aid, a charity registered with the Charity Commission for England and Wales (number: 1166674) and Scotland SC4669 whose registered office is at Kemp House, 152 City Road, London, EC1V2NX (the **Charity**); and
- (2) Giving Support Ltd a company limited by shares (Company Number: 9326340) whose registered office is at Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF (the **Commercial Participator**).

**Recitals**

- (A) The Charity is the owner of the Name and Logo.
- (B) The Commercial Participator is a commercial participator in relation to the Charity as defined in Section 58 of the 1992 Act, and has been undertaking commercial participation activities on behalf of the Charity since the Commencement Date.
- (C) This Agreement is entered into to comply with the 1992 Act and the Regulations.

**NOW IT IS AGREED:****1 Definitions and Interpretation**

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

<b>1992 Act</b>	means the Charities Act 1992 (as amended);
<b>Agreement</b>	means this agreement and the attached Schedules;
<b>Business Day</b>	means a weekday in the United Kingdom excluding public holidays;
<b>Commencement Date</b>	means 12 April 2019;
<b>Commercial Participator's Name</b>	means Giving Support Limited;
<b>Commercial Participator's Logo</b>	means the logo of the Commercial Participator, details of which appear in Schedule 2;
<b>Contributions</b>	means the sums referred to in sub Clause 4.1.6;
<b>Electronic Communication</b>	shall have the same meaning as in the Electronic Communications Act 2000;
<b>Force Majeure</b>	means any circumstances beyond the reasonable control of the party in question including (but not limited to) war, riots, fire, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant

and machinery in accordance with good industrial practice), unavailability of transport or acts of the other party or any third party;

<b>Intellectual Property</b>	means all industrial and intellectual property rights including without limitation patents trademarks and/or service marks (whether registered or unregistered) registered designs unregistered designs copyright and database right and rights of a similar nature by whatever name they are known in any country of the world together with any applications for any of the foregoing in any part of the world and the copyright in all drawings plans specifications designs and computer software and all Know-how and confidential information;
<b>Know-how</b>	means all information including that comprised in or derived from data disks tapes manuals source codes flow-charts catalogues and instructions;
<b>Licensed Residential Area</b>	means a residential area in which the Commercial Participator has secured a licence from the relevant local authority to collect second-hand clothes, further to Clause 4.1.1;
<b>Logo</b>	the logo of the Charity details of which appear in Schedule 1;
<b>Name</b>	Breast Cancer Research Aid;
<b>Promotion</b>	means the collection and re-cycling of second-hand clothes by the Commercial Participator on behalf of the Charity, under the Name, Logo or other Trade Marks;
<b>Regulations</b>	the Charitable Institutions (Fund-raising) Regulations 1994;
<b>Residents</b>	means residents of Licensed Residential Areas;
<b>Sponsorship</b>	any arrangement whereby any goods or services used or to be used in connection with the Promotion are paid for by any person who is not a party to this Agreement;
<b>Term</b>	from and including the date of signature of this Agreement to and including 12 April 2024;
<b>Territory</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>Trade Marks</b>	means any registered or unregistered trade marks of, or relating to, the Logo, the Name and any other marks notified in writing to the Commercial Participator by the Charity, including but not necessarily limited to those appearing in Schedule 1.



- 1.2 All references to a statutory provision shall be construed as including references to:
  - 1.2.1 any statutory modification, consolidation or re-enactment;
  - 1.2.2 all statutory instruments or orders made pursuant to it; and
  - 1.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 1.3 Except where the context otherwise requires:
  - 1.3.1 words denoting the singular include the plural and vice versa;
  - 1.3.2 words denoting any gender include all genders;
  - 1.3.3 words denoting persons include firms and corporations and vice versa; and
  - 1.3.4 expressions defined in the 1992 Act or the Regulations have the same meaning in this Agreement.
- 1.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Agreement.
- 1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

## **2 Purpose of this Agreement**

- 2.1 The purpose of this Agreement is to raise funds for, and awareness of, the Charity by means of the Promotion, which shall be marketed under the Name, Logo(s) and/or other Trade Marks. The Promotion was launched by the Commercial Participator on the Commencement Date and shall continue until the end of the Term or the termination of this Agreement under Clause 8 whichever arises first.
- 2.2 For the avoidance of doubt the Commercial Participator shall not undertake the Promotion following the end of the Term without the prior written consent of the Charity.
- 2.3 Subject to the obligations of each party detailed in Clause 4, all costs incurred in relation to carrying out the Promotion (including but not limited to the securing of clothing collection licences, vehicle costs, production of uniforms, promotional materials and collection bags) shall be borne by the Commercial Participator.
- 2.4 All matters relating to the Promotion (including but not limited to the clothing collection, design of promotional materials and means by which the Promotion is undertaken) which are not specifically detailed in this Agreement shall be agreed between the parties from time to time.

## **3 Grant of Sub-Licence and Licence**

- 3.1 In consideration of the undertakings given by the Commercial Participator in this Agreement, the Charity hereby appoints the Commercial Participator as its exclusive licensee to use the

Name, Logos and/or other Trade Marks in connection with the purpose outlined in Clause 2 in the Territory for the Term on the terms of this Agreement. The Commercial Participator shall obtain the advance written permission of the Charity for each and every use of the Trade Marks, such permission not to be unreasonably withheld or delayed.

- 3.2 The Charity warrants that it has the right to grant the licence in clause 3.1 above.
- 3.3 In consideration of the right to undertake the Promotion, the Commercial Participator hereby appoints the Charity as its non-exclusive licensee to use the Commercial Participator's Name and the Commercial Participator's Logo in connection with the purpose of this Agreement outlined in Clause 2. The Charity shall obtain the advance written permission of the Commercial Participator for each and every use of the Commercial Participator's Logo; such permission not to be unreasonably withheld or delayed.
- 3.4 The Commercial Participator warrants that it has the right to grant the licence in Clause 3.3 above.

#### **4 Obligations of the parties**

- 4.1 The Commercial Participator undertakes with the Charity that it will:
  - 4.1.1 secure licences to collect second-hand clothes from the relevant local authorities for all residential areas in which the Promotion is to be undertaken, such areas to be agreed between the parties from time to time, and otherwise ensure that the Promotion complies in all respects with all relevant statutory and other legal requirements;
  - 4.1.2 collect second-hand clothes from Licensed Residential Areas;
  - 4.1.3 distribute the Charity's promotional materials and second-hand clothing collection bags relating to the Promotion to Residents in the Licensed Residential Areas;
  - 4.1.4 create and manage the design, artwork, print and manufacture of all advertising and promotional material relating to the Promotion, other than that provided directly by the Charity, but on condition that it shall obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) for all materials which bear the Name, Logo or other Trade Marks;
  - 4.1.5 ensure that materials relating to the Promotion (including, without limitation, the clothing collection bags and all literature associated with the clothing collection service) shall bear the statement:  
  
*"Our partner Giving Support Limited (9326340) will donate £50,000 per calendar year"*
  - 4.1.6 in connection with the Promotion, the Commercial Participator shall pay to the Charity a Contribution of £50,000 per calendar year;

- 4.1.7 shall pay the Contribution due in respect of each month to the Charity within 60 days of the end of that month by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
- 4.1.8 shall pay any shortfall between the aggregate Contributions paid between 12 April 2019 and 12 April 2024 by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
- 4.1.9 The Charity secures the right of monitoring the progress of the Commercial Participator;
- 4.1.10 The Charity is to monitor the progress of the Commercial participator with the purpose of increasing the contribution.
- 4.1.11 display the Charity's Name, Logos and/or other Trade Marks (as agreed between the parties) on its vehicles and employee uniforms used for collections in relation to the Promotion;
- 4.1.12 provide appropriate training to all Commercial Participator's employees working on the Promotion in the Licensed Residential Areas;
- 4.1.13 ensure that its employees present identification on first request to Residents and local authorities and that attention is drawn to the statement detailed at clause 4.1.5, above;
- 4.1.14 respond to or otherwise deal with enquiries raised by Residents;
- 4.1.15 represent the Charity and the Promotion according to the Charity's values and ethos, and maintain and promote the Charity's good name and reputation;
- 4.1.16 not represent or hold the Charity out as agreeing with or supporting the views of the Commercial Participator in any way which goes beyond the use of the Name, Logo and other Trade Marks in the Promotion;
- 4.1.17 not bring the Name, the Logo, any other Trade Marks or the Charity into disrepute in any way whatsoever and that none of its activities or those of any subsidiary or holding company are or will be inimical to the activities of the Charity;
- 4.1.18 not without the prior written approval of the Charity seek Sponsorship;
- 4.1.19 not without the prior written approval of the Charity enter into any agreement for Sponsorship;
- 4.1.20 maintain such insurance at all times in respect of the Promotion as would be prudent for a business dealing in the Promotion;
- 4.1.21 comply at all times with the 1992 Act and the Regulations and in particular the Commercial Participator shall state on all notices, advertisements and other documents soliciting funds for the Charity the fact that the Charity is a registered charity and the Charity's registered charity number;

- 4.1.22 comply at all times with the rules of law relating to all forms of advertising used;
  - 4.1.23 notify the Charity within fourteen days of any legal proceedings being taken by or against the Commercial Participator in relation to the operation of this Agreement, or any other legal proceedings whatsoever taken by or against the Commercial Participator which could damage the reputation of the Charity;
  - 4.1.24 not without the prior written approval of the Charity make any representation that any charitable contribution will be made to the Charity;
  - 4.1.25 not alter the Name, Logo or other Trade Marks in any way;
  - 4.1.26 maintain complete and accurate records relating to the Promotion, including without limitation the amount of clothes collected, sums due to the Charity and the Commercial Participator's related bank account(s), in such form as the Charity shall approve;
  - 4.1.27 allow the Charity to inspect the records maintained further to the preceding sub-clause at all reasonable times on request.
- 4.2 If the Promotion is undertaken in any jurisdiction other than in England and Wales, the Commercial Participator undertakes with the Charity that it shall:
- 4.2.1 ensure that the Charity shall not be in breach of any laws in such jurisdictions as a result of the Promotion being undertaken in such jurisdictions;
  - 4.2.2 comply with any relevant laws in such jurisdictions, including but not limited to the provision of any statements which are required to be made in relation to the Promotion as a result of the Contribution being paid to the Charity in addition to or in place of the statement required by Clause 4.1.5 above;
  - 4.2.3 make the Charity aware of any laws relating to charities and promotions bearing the name of a charity, including but not limited to any obligations which are placed on the Charity by such laws;
  - 4.2.4 ensure that any rights in Intellectual Property belonging to the Charity, including but not limited to the Name and the Logo, are protected in such jurisdictions as the Promotion is undertaken and that any registrations required to protect such rights are made in the name of the Charity at the cost of the Commercial Participator;
  - 4.2.5 ensure that the Charity shall not, or could not, be in breach of any rights in Intellectual Property of any third party by the use of the Name, the Logo or other Trade Marks in any of the jurisdictions in which the Promotion is undertaken by the Commercial Participator as a result of the Commercial Participator's activities.
- 4.3 The Charity undertakes with the Commercial Participator that it will:
- 4.3.1 further to the licence granted under clause 3.1 above, permit the Commercial Participator to represent the Charity in Licensed Residential Areas for the

purpose of undertaking the Promotion, and to display the Charity's Name and Logo on the Commercial Participator's vehicles, staff uniform and related promotional materials accordingly;

- 4.3.2 supply the Commercial Participator with promotional materials relating to the Charity and to the Promotion;
- 4.3.3 provide such reasonable assistance as may be required by the Commercial Participator from time to time in securing licences to collect clothes from local authorities, as detailed at clause 4.1.1; and
- 4.3.4 further to the grant of exclusivity detailed at clause 3.1, not enter to into any similar collection agreement with any other collection or recycling company during the Term.

## **5 Ownership of the trade marks**

- 5.1 Without the prior written consent of the Charity, the Commercial Participator shall not register as a trade mark in any jurisdiction any word or mark which is similar to the Trade Marks or any fundraising campaign undertaken by the Charity, either jointly with the Commercial Participator or with a third party, including but not limited to any permutation, extension or abbreviation of them.
- 5.2 The Commercial Participator undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the registered Trade Marks or application therefore nor to do any act which might assist or give rise to an application to remove any of the registered Trade Marks from any national or international register of trade marks or which might prejudice the right or title of the Charity to any of the Trade Marks; provided that (notwithstanding any provision to the contrary contained in this Agreement) the Commercial Participator shall have the right either alone or with others to seek a declaration or other order from a court or other authority having competent jurisdiction that, by reason of acts or omissions (other than those done by the Commercial Participator in breach of its obligations hereunder), the registration of any of the registered Trade Marks is invalid.
- 5.3 The Commercial Participator shall not make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the ownership or use of any of the Trade Marks except under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give the Commercial Participator any right, title or interest in or to the Trade Marks save as granted hereby.

## **6 Infringements**

- 6.1 The Commercial Participator shall as soon as it becomes aware thereof give the Charity in writing full particulars of any use or proposed use by any other person, firm or company of a trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Charity's rights in relation to the Trade Marks or to passing-off.
- 6.2 If the Commercial Participator becomes aware that any other person, firm or company alleges that the Trade Marks are invalid or that use of the Trade Marks infringes any rights of another

party or that the Trade Marks are otherwise attacked or attackable the Commercial Participant shall immediately give the Charity full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

- 6.3 Subject to Clause 6.4, the Charity shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Mark.
- 6.4 With the prior written consent of the Charity, the Commercial Participant shall be entitled to bring any action for infringement under Sections 30 and 31 of the Trade Marks Act 1994. The Charity shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so and shall not be obliged to grant consent to the Commercial Participant to take such proceedings.
- 6.5 The Commercial Participant will at the request of the Charity give full co-operation to the Charity in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Charity shall meet any reasonable expenses incurred by the Commercial Participant to third parties in giving such assistance.

## **7 VAT**

- 7.1 All sums in this Agreement are exclusive of VAT.
- 7.2 If VAT is or becomes properly chargeable in respect of any sums due under this Agreement the Commercial Participant shall pay the Charity an amount equal to such VAT in addition to the amount which would otherwise have been payable.
- 7.3 Should VAT become chargeable prior to the payment of an instalment of the Contribution the Commercial Participant shall advise the Charity of the amount due and the Charity shall promptly render a VAT invoice to the Commercial Participant in respect of the instalment.

## **8 Termination**

- 8.1 Subject to the parties rights to terminate under Clauses 8.2 and 8.3 this Agreement shall last for the Term.
- 8.2 The Charity shall be entitled to terminate this Agreement forthwith if:
  - 8.2.1 the Commercial Participant fails to pay any sum due to the Charity by the due date and the Charity has given the Commercial Participant thirty days' notice requiring it to pay and the Commercial Participant has failed to pay in the thirty day period;
  - 8.2.2 the Commercial Participant does anything which in the reasonable opinion of the Charity brings or in the opinion of the Charity is reasonably likely to bring the Name, Logo, other Trade Marks or reputation of the Charity into disrepute;
  - 8.2.3 a resolution is passed for the voluntary or compulsory liquidation of the Commercial Participant or a receiver is appointed over all or part of its business; or

- 8.2.4 the Commercial Participator is in breach of any provision of the 1992 Act or the Regulations.
- 8.3 The Commercial Participator shall be entitled to terminate this Agreement on three month notice if in the reasonable opinion of the Commercial Participator the Charity does anything which brings the Commercial Participator's name or reputation into disrepute.
- 8.4 On termination of this Agreement the Commercial Participator shall:
- 8.4.1 no longer be authorised to use the Name, the Logos or other Trade Marks and shall remove the same from its vehicles, staff uniforms and any other signage or materials linked to the Promotion;
- 8.4.2 cease immediately the manufacture of all promotional materials for the Promotion bearing the Name, Logo or other Trade Marks;
- 8.4.3 pay all monies due to the Charity on the date of termination to the Charity within sixty days of termination of this Agreement.
- 8.5 On termination of this Agreement the licence granted to the Charity in Clause 3.2 above shall also be terminated and the Charity shall cease all use of the Commercial Participator's Logo and the Commercial Participator's Name.
- 8.6 Notwithstanding termination of this Agreement, Clauses 4.1.6, 4.1.20, 5 and 10 shall survive termination.

## **9 Indemnity**

The Commercial Participator agrees to indemnify and keep indemnified the Charity in respect of any costs, claims, fines, loss or liability whatsoever suffered by the Charity anywhere in the world (including reasonable legal costs and disbursements) as a result of:

- 9.1 any breach by the Commercial Participator of any of the terms of this Agreement; and/or
- 9.2 the undertaking of the Promotion by the Commercial Participator in any jurisdiction.

## **10 Confidentiality**

- 10.1 The parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the business affairs or finances of the other parties where knowledge or details of the information was received as a result of this Agreement.
- 10.2 The obligations of confidence referred to in Clause 10.1 shall not apply to any confidential information received by one of the parties under this Agreement which:
- 10.2.1 is in the possession of and is at the free disposal of that party or is published or is otherwise in the public domain prior to the receipt of such information by that party;

- 10.2.2 is or becomes publicly available on a non-confidential basis through no fault or negligence of that party; or
- 10.2.3 is received in good faith by that party from a third party who on reasonable enquiry by that party claims to have no obligations of confidence to the party in respect of it and imposes no obligations of confidence upon that party.

## **11 Notices**

- 11.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out below.
- 11.2 No form of Electronic Communication other those specified in this Agreement may be used for the purposes of transmitting any form of notice under this Agreement.
- 11.3 Any notice or other document:
  - 11.3.1 correctly addressed sent by:
    - 11.3.1.1 first-class mail shall be deemed to have been delivered three Working Days following the date of dispatch;
    - 11.3.1.2 registered post shall be deemed to have been delivered three Working Days following the date of dispatch;
    - 11.3.1.3 electronic mail shall be deemed to have been delivered at 9 am on the next Business Day following transmission; or
    - 11.3.1.4 hand shall be deemed to have been delivered at 9 am on the next Business Day following delivery.
  - 11.3.2 for the attention of the Charity shall be sent to:

Contact: the Charity's CEO/Executive Director from time to time;

Address: Kemp House, 152 City Road, London, EC1V2NX

Phone: 08006785869

e-mail: [enquiries@bcra.org.uk](mailto:enquiries@bcra.org.uk)
  - 11.3.3 for the attention of the Commercial Participator shall be sent to:

Contact: Irina Martin;

Address: Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF

Phone: 01564 784 107;

e-mail: [gslimited001@gmail.com](mailto:gslimited001@gmail.com)



**12 Severability**

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

**13 Whole Agreement**

The parties hereby agree that any prior agreements between the Charity and the Commercial Participator in respect of the Promotion will be deemed to have terminated on the execution of this Agreement. Each party therefore acknowledges that this Agreement supersedes any prior agreement and contains the whole agreement between parties and that it has not relied upon any oral or written representation made to it by the other, save as expressly set out herein.

**14 Assignment and Sub-Contracting**

14.1 This Agreement is personal as between the parties and the Commercial Participator can only assign the benefit of this Agreement with the Charity's prior written consent.

14.2 the Commercial Participator may appoint sub-licensees provided that it has obtained the Charity's prior written consent to the grant of a sub-licence (not to be unreasonably withheld or delayed) and the Commercial Participator shall remain liable for all its obligations hereunder as if it had not appointed a sub-licensee. The terms of any sub-licence granted by the Commercial Participator under this Agreement shall be no less protective of the rights of the Charity than those contained herein.

**15 Waiver**

If the Charity fails to exercise or delays in exercising its rights or any one of them accidentally or intentionally this does not constitute waiver of the Charity's rights and it will not prevent the Charity from exercising any right or remedy whether contained in this Agreement or any other document which confers rights upon the Charity.

**16 Amendment**

No amendment or addition shall be made to this Agreement unless made in writing and signed on behalf of all of the parties.

**17 Relationship**

The parties are neither partners nor joint ventures nor is the Commercial Participator entitled to act as, nor represent itself as, agent for the Charity, nor to pledge the Charity's credit.

**18 Force Majeure**

18.1 Provided always that the parties take all reasonable steps to prevent and/or mitigate a Force Majeure event, the defaulting party shall be excused performance of its obligations under or

pursuant to this Agreement if and to the extent that its performance is delayed, hindered or prevented by an event of Force Majeure.

18.2 If a party is subject to an event of Force Majeure or is aware of the likelihood of a situation constituting Force Majeure arising it shall notify the other party in writing forthwith of the cause and effect of such non-performance or likely non-performance, the date or likely date of commencement thereof and the means proposed to be adopted to remedy or abate the Force Majeure and the parties shall without prejudice to Clause 18.1 above consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure.

18.3 If subject to Force Majeure the defaulting party shall:

18.3.1 use all reasonable endeavours and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;

18.3.2 resume performance as expeditiously as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of such a performance;

18.3.3 notify the other party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur; and

18.3.4 notify the other party when resumption of performance shall or is likely to occur.

18.4 Should the event of Force Majeure endure for longer than four weeks this Agreement shall automatically terminate.

## **19 Third Party Rights**

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **20 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales, and the parties shall submit to the exclusive jurisdiction of the English Courts.

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

SCHEDULE 1

The Logos and Trade Marks



SCHEDULE 2

The Commercial Participator's Logo



***Clothing Fund Raiser***  
***Registered 09326340***

BY:

PRINTED NAME: LYNDACAUSSK

TITLE: CHAIRMAN

DATED: 12.04.2019

**BREAST CANCER  
RESEARCH AID**  
REGISTERED IN ENGLAND AND WALES  
1166674 SCOTLAND SC046669

BY:

PRINTED NAME: Irina MARTINGIVING SUPPORT LTD

REG NUMBER: 9326340  
VAT: 211940049

TITLE: Director

DATED: 12.04.2019

11





Breast Cancer Research Aid. Kemp House 152 City Road, London EC1V 2NX. Telephone: 08006785869

29 November 2018

Dear Sir/Madam

Please accept this letter as a recommendation to grant Giving Support Limited a licence to operate house to house clothing collections within your local authority.

We have a legal agreement with Giving Support Ltd who guarantees that £50,000 per calendar year will be donated to Breast Cancer Research Aid (BCRA-UK) registered charity number 1166674. This money will be gratefully received by us, and will be used to help fund the work of scientists at The Institute of Cancer Research (ICR) and other cancer research institutions across the country.

The programme will be explained to householders, who donate clothes and details of how their donations help will be provided.

If you would like any additional information on the project or our work with Giving Support Ltd please do not hesitate to contact us using the details above.

Many thanks for your consideration.

Yours faithfully

Lawrence Robinson

**BREAST CANCER  
RESEARCH AID**  
REGISTERED IN ENGLAND AND WALES  
1166674 SCOTLAND SC046669

Trustee, Breast Cancer Research Aid.





REGISTERED CHARITY NUMBER: 1166674

Report of the Trustees and  
Unaudited Financial Statements for the Year Ended 31 March 2018  
for  
Breast Cancer Research Aid (BCRA) (CIO)

Breast Cancer Research Aid (BCRA) (CIO)

Contents of the Financial Statements  
for the Year Ended 31 March 2018

	Page
Reference and Administrative Details	1
Report of the Trustees	2
Independent Examiner's Report	3
Statement of Financial Activities	4
Balance Sheet	5
Notes to the Financial Statements	6 to 7
Detailed Statement of Financial Activities	8

Breast Cancer Research Aid (BCRA) (CIO)

Report of the Trustees  
for the Year Ended 31 March 2018

The trustees present their report with the financial statements of the charity for the year ended 31 March 2018. The trustees have adopted the provisions of the Statement of Recommended Practice (SORP) 'Accounting and Reporting by Charities' issued in March 2005.

**STRUCTURE, GOVERNANCE AND MANAGEMENT**

**Governing document**

The charity is controlled by its governing document, a constitution for a charitable incorporated organisation (CIO).

**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 relief of sickness and promotion and protection of good health among those suffering with breast cancer by the sponsorship of relevant research programs.

**Significant activities**

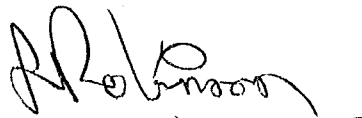
The charity helps save lives by supporting the ongoing research into breast cancer, and contributing to the further understanding of the disease prevention, diagnosis and treatment by supporting ground breaking research programmes.

**FINANCIAL REVIEW**

**Funds**

The charity received donation of £49,633 (2017: £12,333) during the year. After outgoing expenses of £31,840 (2017: £9,616), the charity was left with a surplus of £17,793 (2017: £2,717) for the year.

Approved by order of the board of trustees on 30 April 2018 and signed on its behalf by:

A handwritten signature in black ink, appearing to read 'Lawrence Robinson', written over a horizontal line.

Lawrence Robinson - Trustee

Independent Examiner's Report to the Trustees of  
Breast Cancer Research Aid (BCRA) (CIO)

I report on the accounts for the year ended 31 March 2018 set out on pages five to eight.

**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 required.

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 given as to whether the accounts present a 'true and fair view' and the report is limited to those matters set 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 130 of the 2011 Act; and
  - to prepare accounts which accord with the accounting records and to comply with the accounting requirements of the 2011 Act

have not been met; or

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

Askir Ali  
FCCA  
Quilfords  
Chartered Certified Accountants  
73A Portway  
London  
E15 3QJ

30 April 2018

Breast Cancer Research Aid (BCRA) (CIO)Statement of Financial Activities  
for the Year Ended 31 March 2018

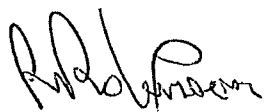
	Notes	Year Ended 31.3.18 Unrestricted fund £	Period 21.4.16 to 31.3.17 Total funds £
<b>INCOMING RESOURCES</b>			
<b>Incoming resources from generated funds</b>			
Voluntary income		49,633	12,333
<b>RESOURCES EXPENDED</b>			
Governance costs		900	600
Other resources expended		<u>30,940</u>	<u>9,016</u>
<b>Total resources expended</b>		<u>31,840</u>	<u>9,616</u>
<b>NET INCOMING RESOURCES</b>		17,793	2,717
<b>RECONCILIATION OF FUNDS</b>			
Total funds brought forward		<u>2,717</u>	-
<b>TOTAL FUNDS CARRIED FORWARD</b>		<u><u>20,510</u></u>	<u><u>2,717</u></u>

Breast Cancer Research Aid (BCRA) (CIO)

Balance Sheet  
At 31 March 2018

	Notes	31.3.18 Unrestricted fund £	31.3.17 Total funds £
<b>CURRENT ASSETS</b>			
Cash at bank		<u>21,410</u>	<u>3,317</u>
<b>NET CURRENT ASSETS</b>		<u>21,410</u>	<u>3,317</u>
<b>TOTAL ASSETS LESS CURRENT LIABILITIES</b>		21,410	3,317
<b>ACCRUALS AND DEFERRED INCOME</b>	3	(900)	(600)
<b>NET ASSETS</b>		<u>20,510</u>	<u>2,717</u>
<b>FUNDS</b>	4		
Unrestricted funds		<u>20,510</u>	<u>2,717</u>
<b>TOTAL FUNDS</b>		<u>20,510</u>	<u>2,717</u>

The financial statements were approved by the Board of Trustees on 30 April 2018 and were signed on its behalf by:

  
Lawrence Robinson -Trustee

The notes form part of these financial statements

Breast Cancer Research Aid (BCRA) (CIO)Notes to the Financial Statements  
for the Year Ended 31 March 2018**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 Charities Act 2011 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.

**Taxation**

The charity is exempt from 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. TRUSTEES' REMUNERATION AND BENEFITS**

There were no trustees' remuneration or other benefits for the year ended 31 March 2018 nor for the period ended 31 March 2017.

**Trustees' expenses**

There were no trustees' expenses paid for the year ended 31 March 2018 nor for the period ended 31 March 2017.

**3. ACCRUALS AND DEFERRED INCOME**

	31.3.18	31.3.17
	£	£
Accruals and deferred income	<u>900</u>	<u>600</u>

Breast Cancer Research Aid (BCRA) (CIO)Notes to the Financial Statements - continued  
for the Year Ended 31 March 2018**4. MOVEMENT IN FUNDS**

	At 1.4.17 £	Net movement in funds £	At 31.3.18 £
<b>Unrestricted funds</b>			
General fund	2,717	17,793	20,510
	<hr/>	<hr/>	<hr/>
<b>TOTAL FUNDS</b>	<u>2,717</u>	<u>17,793</u>	<u>20,510</u>

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

	Incoming resources £	Resources expended £	Movement in funds £
<b>Unrestricted funds</b>			
General fund	49,633	(31,840)	17,793
	<hr/>	<hr/>	<hr/>
<b>TOTAL FUNDS</b>	<u>49,633</u>	<u>(31,840)</u>	<u>17,793</u>



Breast Cancer Research Aid (BCRA) (CIO)Detailed Statement of Financial Activities  
for the Year Ended 31 March 2018

	Year Ended 31.3.18 £	Period 21.4.16 to 31.3.17 £
<b>INCOMING RESOURCES</b>		
<b>Voluntary income</b>		
Donations	49,440	12,333
Gift aid	<u>193</u>	<u>-</u>
	<u>49,633</u>	<u>12,333</u>
<b>Total incoming resources</b>	49,633	12,333
<b>RESOURCES EXPENDED</b>		
<b>Governance costs</b>		
Accountancy	900	600
<b>Other resources expended</b>		
Cancer research projects	26,000	7,694
<b>Support costs</b>		
<b>Other</b>		
Subscription	644	-
Websites & domain	<u>4,296</u>	<u>1,322</u>
	<u>4,940</u>	<u>1,322</u>
<b>Total resources expended</b>	31,840	9,616
	<u>17,793</u>	<u>2,717</u>
<b>Net income</b>		

This page does not form part of the statutory financial statements



# Appendix 8

## 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)

Lalpac number	044578
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.

Childlife work with 4 group charities to; Provide care for babies, children and young people from 0-18 with life-limiting or life-threatening conditions (with acorns). Working with the leading national charity for people with ataxia, their families and carers providing support and research (ataxia). The National Children's Bureau is a charity that for 50 years has been improving the lives of children and young people, especially the most vulnerable in society (NCB) whom Childlife support. The National Deaf Children's Society is a charity dedicated to creating a

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

Please attach supporting information, web site details etc.

world without barriers for deaf children and young people (NDCS) and Childlife work to support them.

All four Childlife charities provide much needed care and support to children, young people and their families.

- 2.d. Is this charity/fund a UK registered charity Yes ☒ No ☐ Registered Charity Number 1080536

### Collection details

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

Whole area

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

06/01/2020 - 28/12/2020

- 3.b. How many collectors will be used to make the collections: 30

- 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

Nationwide

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 £ 0.00

4.b. Is it proposed to use some of the takings for the payment of any persons Yes ☐ No ☒

If YES; is it to Collectors Yes ☐ No ☒ is it to Other Persons Yes ☐ No ☒

4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid: £

**Details of company or organisation responsible for these collection**

5. Name of Company/Organisation to carry out collections: Personal Fundraising Services Ltd

Office address of the Suite D2, First Floor, The Quadrant, Mercury Court, Chester, Cheshire

Company/Organisation: Post code CH1 4QR

Contact phone number: 01329422547

Mobile phone number:

E-mail address: Vaughan.thomas@pfs-lyf.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? Wigan Council

What date was it granted? 30 / 09 / 2019

What licence number was it? HHC0518

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

*Vaughan Thomas*

Date applicant signed form 03 / 12 / 2019



30 August 2019

Dear Sir or Madam

Childlife is a registered charity (no 1080536) conducting a fundraising campaign involving face-to-face conversations with members of the public in your area. We are working with a professional fundraising agency called Personal Fundraising Services Limited to carry out this work, which involves engaging with members of the public and asking whether they are interested in supporting us with regular gifts through Direct Debit. On all occasions Personal Fundraising Services makes full disclosure of its relationship with Childlife before a member of the public is signed up.

Childlife works in partnership with Acorns Children's Hospice, Ataxia UK, the National Children's Bureau and the National Deaf Children's Society raising funds to improve the lives of children and young people throughout the UK.

Personal Fundraising Services fundraising in England and Wales is governed by the IOF and Fundraising Regulator, professional fundraising organisations that monitors and regulates face-to-face fundraising. As a member, Personal Fundraising Services will adhere to the Code of Practice of Personal Solicitation for Committed Gifts that has been developed by the Institute of Fundraising.

Personal Fundraising Services receives no remuneration out of the proceeds raised from this campaign. All proceeds are paid directly to and retained by Childlife. Personal Fundraising Services is remunerated from a separate, pre-allocated fundraising budget for carrying out this work in your locality and other areas around the country on our behalf.

I very much hope you will grant Personal Fundraising Services permission to carry out these campaigns in your area. If you have any questions or would like more information, please get in touch with me at the above address, or call me on 01252 628072

Yours sincerely

A handwritten signature in black ink, appearing to read 'A. Rimington'. The signature is fluid and cursive, with a large loop at the end.

Andrea Rimington  
Chief Executive



# Appendix 9

## 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)

Lalpac number	04579
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.

Wood Green is proud to be the pet charity that makes a difference to the lives of pets and people across the UK. Our vision is of a world where all pets are well cared for in loving homes for life. To achieve this, we not only provide care for pets in need, but also help people be the best pet owners they can be.

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

Please attach supporting information, web site details etc.

We educate, advise and support pet owners so they can enjoy a mutually rewarding and happy relationship with their pets. And through our top-class facilities, welfare-friendly handling and years of experience we deliver the best quality care for every animal who needs us.

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

Yes

☒

No

☐

Registered Charity Number 298348

### Collection details

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

Whole area

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

06/01/2020 - 28/12/2020

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

30

- 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

Nationwide

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 £ 0.00

4.b. Is it proposed to use some of the takings for the payment of any persons Yes ☐ No ☒

If YES; is it to Collectors Yes ☐ No ☒ is it to Other Persons Yes ☐ No ☒

4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid:

£

**Details of company or organisation responsible for these collection**

5. Name of Company/Organisation to carry out collections: Personal Fundraising Services Ltd

Office address of the Suite D2, First Floor, The Quadrant, Mercury Court, Chester, Cheshire

Company/Organisation: Post code CH1 4QR

Contact phone number: 01329422547

Mobile phone number:

E-mail address: Vaughan.thomas@pfs-lyf.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? Wigan Council

What date was it granted? 30 / 09 / 2019

What licence number was it? HHC0518

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

*Vaughan Thomas*

Date applicant signed form 03 / 12 / 2019



February 2019

To Whom It May Concern,

**Re: Application for licensing**

On behalf of Wood Green, The Animals Charity, I authorise Personal Fundraising Services Ltd (PFS) to apply for fundraising licenses on our behalf for the purposes of recruiting Direct Debit supporters via door to door recruitment.

This form of fundraising is proven to be one of the most cost effective methods for us to communicate with the public and recruit valuable long-term supporters of the charity.

All of the contributions from any supporter go directly to Wood Green, The Animals Charity and all personal information provided is handled securely, with both PFS and Wood Green abiding by the regulations laid down by GDPR.

PFS are fully committed to Wood Green, The Animals Charity and our vision of a world where all pets are well cared for in loving homes for life. A contract exists between both parties to ensure compliance with the guidelines laid out in the relevant Institute of Fundraising Rule Books. We are also registered with the Fundraising Regulator.

PFS Fundraisers are fully trained in the work of Wood Green, The Animals Charity in order to uphold our high standards. We will also monitor the fundraising campaign and resolve any complaints that may arise through our complaints procedure. Wood Green supplies and/or approves all materials used for training and fundraising.

I very much hope you will grant PFS permission to carry out door to door campaigns in your area. If you have any questions or concerns, please contact Maxine Fello on 0300 303 9333 ext. 1230 email [Maxine.Fello@woodgreen.org.uk](mailto:Maxine.Fello@woodgreen.org.uk) or alternatively myself on 0300 303 9333 ext. 1316 or via email [Lisa.Mitchinson@woodgreen.org.uk](mailto:Lisa.Mitchinson@woodgreen.org.uk).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Lisa Mitchinson".

**Lisa Mitchinson**  
Head of Individual Giving

**Godmanchester Centre (HQ)**  
King's Bush Farm  
London Road  
Godmanchester  
Cambridgeshire  
PE29 2NH

**London Centre**  
601 Lordship Lane  
Wood Green  
London  
N22 5LG

**Heydon Centre**  
Highway Cottage  
Chishill Road  
Heydon  
Hertfordshire  
SG8 8PN

**Call:**  
**0300 303 9333 01480 832815**  
**Visit:**  
**[www.woodgreen.org.uk](http://www.woodgreen.org.uk)**  
**Or Email:**  
**[info@woodgreen.org.uk](mailto:info@woodgreen.org.uk)**

A company limited by guarantee No. 2073930  
Registered Office King's Bush Farm,  
London Road, Godmanchester,  
Cambridgeshire, PE29 2NH  
Registered Charity No. 298348 Registered in  
England & Wales  
VAT Reg No. 927 1549 11

Wood Green, The Animals Charity is a  
Registered Trademark of Wood Green  
Animal Shelters



# Appendix 10

## 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)

Lalpac number	04580
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.

National charity dedicated to creating a world without barriers for deaf children and young people. NDCS represents the interests and campaigns for the rights of all deaf children and young people from birth until they reach independence. NDCS supports the deaf children through the family as well as directly supporting children and young people themselves. The charities objectives are to further the education of and to relieve the need of deaf children.

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

Please attach supporting information, web site details etc.

NDCS is almost entirely dependent on the generous individuals who support our work. It is only with their backing that we can continue to help thousands of deaf children and their families every year.

- 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?

Whole area

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

06/01/2020 - 28/12/2020

- 3.b. How many collectors will be used to make the collections: 30

- 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

Nationwide

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 £ 0.00

4.b. Is it proposed to use some of the takings for the payment of any persons Yes ☐ No ☒

If YES; is it to Collectors Yes ☐ No ☒ is it to Other Persons Yes ☐ No ☒

4.c. Please state how much will be deducted; for what reasons, and, if applicable what "other persons" will be paid: £

**Details of company or organisation responsible for these collection**

5. Name of Company/Organisation to carry out collections: Personal Fundraising Services Ltd

Office address of the Suite D2, First Floor, The Quadrant, Mercury Court, Chester, Cheshire

Company/Organisation: Post code CH1 4QR

Contact phone number: 01329422547

Mobile phone number:

E-mail address: Vaughan.thomas@pfs-lyf.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? Wigan Council

What date was it granted? 30 / 09 / 2019

What licence number was it? HHC0518

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

*Vaughan Thomas*

Date applicant signed form 03 / 12 / 2019

February 2019

[www.ndcs.org.uk](http://www.ndcs.org.uk)

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

T 020 7490 8656 (v/t)

F 020 7251 5020

E [ndcs@ndcs.org.uk](mailto:ndcs@ndcs.org.uk)

Freephone Helpline  
0808 800 8880 (v/t)

Dear Sir or Madam

The National Deaf Children's Society is a registered charity conducting a recruitment campaign involving face-to-face conversations with members of the public at Private Site locations.

We are working with a professional recruitment agency called Personal Fundraising Services Ltd. (PFS) to carry out this work, which involves asking members of the public whether they are interested in supporting us with regular contributions through Direct Debit. On all occasions PFS makes full disclosure of its relationship with the National Deaf Children's Society before a member of the public is signed up.

We are the leading charity dedicated to creating a world without barriers for deaf children and young people. There are more than 50,000 deaf children in the UK and five babies are born deaf every day. We offer specialist support from when children are first diagnosed as being deaf, through school, and until independence. Whether it's advice about the latest technology, information about education support or our popular activity weekends, we are almost entirely funded by individual contributions and we rely enormously on face-to-face recruitment through agencies such as PFS.

PFS's recruitment in England and Wales is regulated by the Fundraising Regulator, an independent regulator of charitable fundraising. PFS will adhere to the Fundraising Regulator's Code of Fundraising Practice and its associated Rulebooks for Private Sites Fundraising, which outline the standards expected of all charitable fundraising organisations across the UK.

PFS receives no remuneration out of the proceeds raised from this campaign. All proceeds are paid directly to and retained by the National Deaf Children's Society. PFS is remunerated from a separate, pre-allocated recruitment budget for carrying out this work on our behalf.

Yours sincerely



Ben McNaught  
Deputy Director, Fundraising  
National Deaf Children's Society



**We are the National Deaf Children's Society,  
the leading charity for deaf children.**

Chief Executive: Susan Daniels OBE | President: Sir Christopher Benson FRICS DL  
Registered Office: Ground Floor South, Castle House, 37-45 Paul Street, London EC2A 4LS  
The National Deaf Children's Society is a registered charity in England and Wales (1016532)  
and in Scotland (SC040779). Company limited by guarantee registered in England no. 2752456





## Appendix 11



Regeneration and Environment Services

**Application for a House to House Collections Permit****House to House Collections Act 1939****House to House Collections Regulations 1947 (as amended)**

Date Received	28-11-19
Fee	Fee of Charge
Lapac number	044581
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 info 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):

MISS

Date of Birth:

14.09.1993

Surname:

KHAN

First names:

FAZALAH

Address (either home or business):

CAPLL LTD LODGE HOUSE  
LODGE SQUARE

Post code:

BB11 1NN

Daytime phone number:

Mobile phone number:

01282 335041

E-mail address:

fazalah.khan@capll.co.uk

**Details of the charity which the collection will benefit**

2. Name of Charity:

Battersea Dogs + Cats Home

Head Office address for the Charity:

Battersea Park Rd, Nine Elms

Post code:

SW8 4AA

Contact phone number:

020 7627 7883

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.

Welfare of Dogs + Cats,  
Rehoming.

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

Please attach supporting information, web site details etc.

Raise money

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

Yes ☒ No ☐

Registered Charity Number 206394

### 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?

1st January - 31st January

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

20

- 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 purposes in other areas of the UK?

Yes ☐ No ☒

If Yes, which other licensing authorities

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

4.b. Is it proposed to use some of the takings for the payment of any persons?

Yes ☐ No ☐

If YES: Is it to Collectors? Yes ☐ No ☐

Is it to Other Persons? Yes ☐ No ☐

4.c. Please state how much will be deducted for what reasons, and, if applicable what "other persons" will be paid:

**Details of company or organisation responsible for these collection**

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

Same as First Page

Office address of the

Company/Organisation:

Post code

Contact phone number

Mobile phone number

E-mail address:

5.a. Are you an employee of this Business/Organisation?

YES ☐ No ☐

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

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

**Licensing history of Charity/Collection Company**

6. Has the applicant, charity or collections company ever held a house to house collection permit before? Yes ☒ No ☐

If Yes, who issued it?

Reading, Uttlesford

What date was it granted?

5/11/19

What licence number was it?

/

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.

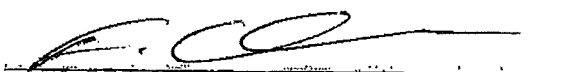
**Declaration**

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.

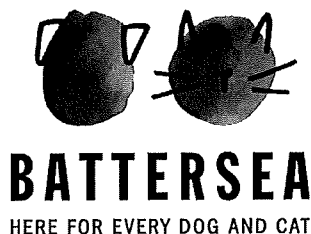
In pursuance of Section 2 of the House to House Collections Act 1939, I hereby apply for a licence allowing me to promote the collection, of which particulars are given in this form.

Applicants  
Signature



Date applicant signed form 28 11 19





22<sup>nd</sup> July 2019

Dear Sir / Madam

The person you are talking to has been appointed by Capll Ltd, who have been authorised by Battersea Dogs & Cats Home to speak to members of the public about the work that we do and the vital need for long term support.

As a charity that receives no government funding for the running of the Home, we rely entirely on the generosity of supporters to ensure we can be here for the dogs and cats who need us. Door to door and Private Sites fundraising are a proven, established and cost-effective methods of fundraising enabling us to recruit valuable long term donors to Battersea. In addition to generating a very high level of long-term support for the animals in our care, it also helps raise awareness of the work we do.

Our representative is contracted by Capll Ltd, to whom we pay an agreed fee from our annual fundraising budget. 100% of the resulting contributions made from supporters via regular Direct Debit go directly towards our vital work giving a second chance to the thousands of animals we care for every year.

All personal information provided is handled securely under the terms of the General Data Protection Act.

Should you have any queries or concerns, please do not hesitate to call the Battersea Supporter Care team on 0300 3231216 (Mon-Fri, 9am-5pm).

Thank you for taking the time to talk to our representative as your support is important to us.

Yours faithfully,

A handwritten signature in black ink, which appears to read "Maddy Eastwood". The signature is written in a cursive, flowing style.

Maddy Eastwood  
Senior Individual Giving Manager  
Battersea Dogs & Cats Home

## Appendix 12

## 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)

Lalpac number	044651
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 info 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 declaration, you are agreeing to us using our 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: 06/05/1974

Surname: BUTKUS First names: RAMUNAS

Address (either home or Business): UK CLOTHING CARAVAN LTD, Unit 7; 730 LONDON RD.  
GRAYS, Post code: RM20 3NL

Daytime phone number: 08000029560 Mobile phone number: -

E-mail address: fundraising@ukclothingcaravan.co.uk

Details of the charity which the collection will benefit

2. Name of Charity: CHILDREN WITH CANCER UK

Head Office address for the Charity: 51 GREAT ORMOND STREET  
LONDON Post code: WC1N 3JQ

Contact phone number: 02074040808 Mobile phone number: -

E-mail address: Dionne.Goodling@childrenwithcancer.org.uk

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.

Children with Cancer UK Charity will benefit from this collection.  
Charity funds vital research of children cancer. Ringing the End of Treatment Bell means a child has finished their cancer treatment. We fund vital

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

Please attach supporting information, web site details etc.

research so that one day every child will survive and can ring the End of Treatment Bell.

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

Yes ☒ No ☒

Registered Charity Number 298405

### Collection details

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

Whole Borough please.

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

1) 20/01/2020 - 20/03/2020

- 3.b. How many collectors will be used to make the collections 6

- 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 ☒

Unwanted clothing

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 purposes in other areas of the UK:

Yes ☒ No ☒

If Yes, which other licensing authorities

Hull, York, Salford, Liverpool

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.

**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

85% will be paid to the Charity

4.a. Please state how much will be deducted for expenses or other reasons

£ 0.15p.

4.b. Is it proposed to use some of the takings for the payment of any persons

Yes ☒ No ☐

If YES; is it to Collectors

Yes ☐No ☒

is it to Other Persons

Yes ☐No ☒4.c. Please state how much will be deducted; for what reasons £  
and, if applicable what "other persons" will be paid:**Details of company or organisation responsible for these collection**

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

UK CLOTHING CARAVAN LTD

Office address of the

Company/Organisation:

Unit 7; 730 LONDON ROAD, RM 20 3NL  
GRAYS

Contact phone number:

080000 29560

Mobile phone

number:

-

E-mail address:

fundraising@ukclothingcaravan.co.uk

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**House to house collection permit before? Yes ☒No ☐

If 'Yes', who issued it?

Scarborough Council; UK Clothing Caravan LTD was issued a permit on behalf of Blesma charity.

What date was it granted?

03/09/18 - 09/09/18

What licence number was?

HH00026.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?Elmbridge Borough Council refused us a permit because the donated % does not satisfy those Council.

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" within 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 **D** 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
/ /		
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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

11 1 12 1 19



51 Great Ormond Street, London WC1N 3JQ  
020 7404 0808 | [info@childrenwithcancer.org.uk](mailto:info@childrenwithcancer.org.uk)  
[childrenwithcancer.org.uk](http://childrenwithcancer.org.uk)

 [childrenwithcanceruk](https://www.facebook.com/childrenwithcanceruk) |  [@CwC\\_UK](https://twitter.com/CwC_UK)

15<sup>th</sup> July 2019

To whom it may concern,

This is to confirm that Children with Cancer UK, has appointed UK Clothing Caravan Ltd. to collect good quality used clothing on our behalf throughout the UK. UK Clothing Caravan Ltd abides by the Fundraising Regulator code of conduct which is confirmed in our contract with them.

Dionne Gooding  
Corporate Coordinator  
[Dionne.Gooding@childrenwithcancer.org.uk](mailto:Dionne.Gooding@childrenwithcancer.org.uk)  
020 7404 0808



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**COMMERCIAL PARTICIPATION AGREEMENT**

**(1) CHILDREN WITH CANCER UK  
and  
(2) UK CLOTHING CARAVAN LIMITED**

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**AGREEMENT**

**DATED** 23<sup>rd</sup> May 2019

**BETWEEN**

- 1) **Children With Cancer UK** (Registered Charity in England & Wales No. 298405), whose registered office is at, 51 Great Ormond Street, London, WC1N 3JQ (the “**Charity**”);  
and
- 2) **UK Clothing Caravan Ltd.** (Registered Company No.07536415) whose registered office is at Unit 7, 730 London Road, West Thurrock, Essex, RM20 3NL (the “**CP**” Commercial Participator).

**BACKGROUND**

- a) The Charity is the beneficial owner of the Name, Logo and wishes to licence the Commercial Participator to exploit them.
- b) This agreement is entered to comply with the Act and the Regulations.

**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:

'the Act'	the Charities Act 1992 (as amended);
"Term"	Ongoing from the (Agreement date).
"Lead Time"	Period during which the CP will make all preparations for the campaign, no Royalty payments will be due during this period. This period shall not exceed 4 months from the start date of this agreement and shall end on 30 <sup>th</sup> September 2019. During the Lead Time period the CP will not use the Charity branding.
'Logo'	The logo of the Charity
'Name'	Children With Cancer UK
'Regulations'	the Charitable Institutions (Fundraising) Regulations 1994
'Royalty'	At least £2,100.00 per month during the six months trial period, which will be reviewed at the end of the 6 months trial period.
'Territory'	United Kingdom
'Collections Start Date'	The date when the clothing collection campaign will officially commence. This will begin on 1 <sup>st</sup> October 2019. The Royalty payments will be due at the end of the following month and by the end of each month thereafter, during the term of this agreement.

**2. Purpose**

The purpose of this agreement is to raise funds for the Charity through licensed House to House collections of clothing, shoes, fashion accessories and other items.

**3. Appointment of Sub-licensee**

In consideration of the undertakings given by CP in this agreement, Charity hereby appoints CP as its non-exclusive licensee to use the Name and Logo in the territory for the Term on the terms of this agreement.

**4. Obligations of CP**

CP undertakes with the Charity that it shall:

- 4.0 The Collections Start Date shall commence on 1<sup>st</sup> October 2019.
- 4.1 Not bring the Name or the Logo into disrepute in any way whatsoever.
- 4.2 Achieve the best possible return for the recycled clothes and other items throughout the UK to the best of its abilities.
- 4.3 Print, order and manufacture all advertising materials relating thereto, 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;

4.4 Be responsible for the application for licences and the collection and sale of the recycled clothes and other items and to that end may enter into such reasonable agreement as it shall think fit to fulfil its obligations under this agreement.

4.5 Ensure that the charity bags are delivered to households shall be of good quality and comply in all respects with all relevant statutory standards.

And shall not use the name and logo in any other manner whatsoever without the prior written consent of the charity (such consent not to be unreasonably withheld or delayed). It shall also contain the Charity website address.

4.6 Arrange that the returns of collections are prepared under this agreement and given to the charity on a monthly basis.

4.7 Abide always with Part II of the Charities Act 1992 and in particular will state on all notices, advertisements and other documents soliciting funds for the charity the fact that the charity is registered.

4.8 Abide by the Fundraising Regulator code of conduct.

4.9 All CP vans will display a "Charity Clothing Collections" magnetic sign, but will not be permitted to use Charity branding, unless this has been approved in writing by the Charity.

## **5. The Royalty**

5.1 In consideration of Charity granting to CP the sub-licence in clause 3, CP shall pay the Royalty of at least £2,100.00 per month to Charity from the Collections Start Date, in accordance with the rest of this clause.

5.2 The costs/expenditure of CP will be paid from funds raised. The expenses can only include:

(i) Bag manufacturing; Motor; printing/informing material and postage expenses; Stationary Office badges; accountancy fees; storage costs; sorting costs; services, administrative costs.

5.3 In the event of termination of this agreement the Royalty shall be paid up to the date of termination.

5.4 Within 30 days of termination of this agreement, CP shall draw up and deliver to Charity a statement showing the amount of Royalty paid during the period from the last statement until termination, and the amount of any remaining Royalty due (if any).

5.5 There will be a Lead Time of up to 4 months during which CP will make all necessary preparations for the Clothing Collection campaign. This includes preparing the bag design with approval from Charity, ordering the bags, making licence applications to councils. Royalty payments will not be due to the charity during the 4 month Lead Time and the CP will not be permitted to use the Charity branding during this period.

5.6 CP shall pay the first Royalty payment to Charity by 30<sup>th</sup> November 2019.

- 5.7 Charity and CP agree to review the Royalty payments after 6 months from the Collections Start Date.

## **6. Termination**

- 6.1 Charity shall be entitled to terminate this agreement forthwith if:
- (i) CP fails to pay any sum due to the Charity after the due date and the Charity has given CP written notice requiring it to pay and CP has failed to pay in the 30-day period.
  - (ii) CP does anything which brings the name or logo or reputation of the charity into disrepute.
  - (iii) A resolution is passed for the voluntary or compulsory liquidation of CP or a receiver is appointed over all or part of its business or if CP as an individual has a bankruptcy petition presented against him or her.
- 6.2 If Charity terminates this agreement under 6.1, the CP will no longer be authorised to use the Name and Logo once the termination notice period has been served.
- 6.3 Throughout the Term the Charity shall be able to terminate this agreement by giving no less than six (6) months prior notice.
- 6.4 Subject to the Charity's right to terminate under 6.1 this agreement shall last for the Term. During the notice period in respect of such sales and the rights of the charity under this agreement shall continue during that period.
- 6.5 Throughout the Term CP shall be able to terminate this agreement by giving no less than one (1) months prior notice.

## **7. Indemnity and Limitation on liability**

- 7.1 CP agrees to indemnify the Charity in respect of any costs, claims, loss or liability whatsoever suffered by the charity because of any breach by CP of any of the terms of this agreement.

## **8. Exclusive Agreement**

- 8.1 The Charity undertakes with CP that for the duration of this agreement it will not enter into a similar agreement with any other party in respect of a service which is like the service provided by CP.

## **9. Confidentiality**

- 9.1 The Charity agrees with CP and CP with Charity, to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or to otherwise make use of or permit to be made use of any information relating to Charity's or CP's business affairs or finances where knowledge or details of the information was received during the period of this agreement.

**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 This agreement shall be governed by the laws of England and Wales;

10.3 Neither party shall be liable for any breach of any term of this agreement that is the result of any clause beyond the reasonable control of the party in breach.

10.4 Any notice to be served on any of the parties shall be sent by pre-paid post 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.

**SIGNED for and on behalf of  
Children With Cancer UK (Charity)**

By: ZAHRA SCOTT

(Signature) .....

Occupation: SENIOR MANAGER, SPORT, REGIONAL

In the Presence of: + CORPORATE

Occupation: DIONN GOODING  
CORPORATE  
COORDINATOR

(Signature) .....

**SIGNED for and on behalf of  
UK Clothing Caravan Limited (CP)**

By: Raimona S Butkus

(Signature) .....

Occupation: (Director)

In the Presence of: LINA BIRMANTIENE

(Signature) .....

Occupation: PA to Director

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

Document is Restricted

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

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