

## LICENSING BOARD SUB-COMMITTEE

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

**Date:** Monday, 16th September, 2019

**Time:** 9.30 a.m.

### A G E N D A

1. To determine whether the following items should be considered under the categories suggested in accordance with Part 1 of Schedule 12A (as amended March 2006) of the Local Government Act 1972.
2. To determine any item(s) which the Chairman is of the opinion should be considered later in the agenda as a matter of urgency.
3. House to House Collection Permit Applications (Pages 1 - 45)
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 46 - 156)

<b>ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS</b>
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<b>Meeting:</b>	Licensing Board Sub-Committee
<b>Date:</b>	16 <sup>th</sup> September 2019
<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:	<u>Combat Cancer (registered charity number 1178293)</u>
Permit Applicant:	Mr Alex Martin
Collections Made By:	Giving Support Ltd, Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF
Permit Collection Area:	“as allocated by the licensing office”.
Collection Dates/times:	Dates between 20 <sup>th</sup> Sept 2019 and 30 <sup>th</sup> August 2020 – times not specified.
Further Information:	See Appendix 1 to this report.
Charitable Objectives:	“Fundraising for the UK cancer research organisations. <a href="http://www.combatcancercharity.org">www.combatcancercharity.org</a> ”.
Charitable Benefit for Rotherham:	“The charity sponsors cancer research organisations, for benefit all people affected by cancer, in any areas, current beneficiary – Wolfson Childhood Cancer Research Center see details on <a href="http://www.combatcancercharity.org">www.combatcancercharity.org</a> ”.

The applicant has specified that 65% of proceeds from the collection will be paid to the charitable cause, the remaining 35% will be retained by the company to cover expenses associated with the collection.

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

## **Application 2**

Charity / Charitable Purpose:	<u>Cancer Research and Genetics UK</u> <u>(charity number 1121512)</u>
Permit Applicant:	Miss Kerry Sweeney
Collections Made By:	Recycle Proline Ltd, 542 Prescot Road, Liverpool, L13 3DB
Permit Collection Area:	“all over Rotherham”.
Collection Dates/times:	Dates between 30 <sup>th</sup> Sept 2019 and 30 <sup>th</sup> Sept 2020 – times not specified.
Further Information:	See Appendix 2 to this report.
Charitable Objectives:	“To raise fund and awareness for Cancer Research and Genetics UK”.
Charitable Benefit for Rotherham:	“Donations will be made to the university in Rotherham for the study of the cancer gene”.

The applicant has specified that up to 15% of the proceeds from the collection will be used for wages, printing and fuel. Up to 10% will be used to cover admin costs. The applicant states that the collectors will be paid a rate of £8.21 PH.

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

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 alternatives 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,  
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## APPENDIX 1

Regeneration and Environment Services

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

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

Lapac number	043152
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.

Fundraising for the UK Cancer research organisations.  
www.combatcancercharity.org

Please attach supporting information, web site details etc.

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

The Charity sponsors Cancer research organizations, for benefit all people affected by cancer , in any areas .  
Current Beneficiary - Wolfson Childhood Cancer Research Center  
See details on www.combatcancercharity.org

Please attach supporting information, web site details etc.

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

Yes  No

Registered Charity Number 1178293

Collection details

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

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 between 20 September 2019 - 30 August 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 for further sale

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

Licenses granted in Birmigham City council , Manchester, Luton , Milton Keynes, and other authorities ( over 40 )

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.

[Empty box for registration details]



**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:

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?

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 18 / 08 / 2019

DATED

04 March 2019

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(1) COMBAT CANCER REGISTERED CHARITY

And

(2) GIVING SUPPORT LIMITED

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**COMMERCIAL PARTICIPATION AGREEMENT**

**in relation to clothes collection promotion**

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**Parties**

- (1) Combat Cancer, a charity registered with the Charity Commission for England and Wales (number: 1178293) and Scotland (SC048662) whose registered office is at 27 Old Gloucester Street, London WC1N 3AX
- (2) Giving Support Ltd a company limited by shares (Company Number 09326340:) 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:

- 1992 Act** means the Charities Act 1992 (as amended);
- Agreement** means this agreement and the attached Schedules;
- Business Day** means a weekday in the United Kingdom excluding public holidays;
- Commencement Date** means 04 March 2019 ;
- Commercial Participator's Name** means Giving Support Ltd;
- Commercial Participator's Logo** means the logo of the Commercial Participator, details of which appear in Schedule 2;
- Contributions** means the sums referred to in sub Clause 4.1.6;
- Electronic Communication** shall have the same meaning as in the Electronic Communications Act 2000;
- Force Majeure** 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;

**Intellectual Property** means all industrial and intellectual property rights including without limitation patents trade marks 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;

**Know-how** means all information including that comprised in or derived from data disks tapes manuals source codes flow-charts catalogues and instructions;

**Licensed Residential Area** 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;

**Logo** the logo of the Charity details of which appear in Schedule 1;

**Name** Combat Cancer

**Promotion** 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

**Regulations** the Charitable Institutions (Fund-raising) Regulations 1994;

**Residents** means residents of Licensed Residential Areas;

**Sponsorship** 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;

**Term** from and including the date of signature of this Agreement to and including 04 March 2024;

**Territory** the United Kingdom of Great Britain and Northern Ireland;

**Trade Marks** 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 £30000.00per calendar year"

4.1.6 in connection with the Promotion, the Commercial participator shall pay to the Charity a contribution of £30000.00 per calendar year

4.1.7 shall pay the Contribution due in respect of each month to the Charity within 30 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 04 March 2019 and 04 March 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 to receive the above mentioned contribution. The Charity secures the right to monitor the progress of the Commercial Participator in order to redress the amount of contribution in accordance with the progress.
- 4.1.10 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;
- 4.1.11 provide appropriate training to all Commercial Participator's employees working on the Promotion in the Licensed Residential Areas;
- 4.1.12 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;
- 4.1.13 respond to or otherwise deal with enquiries raised by Residents;
- 4.1.14 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;
- 4.1.15 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;
- 4.1.16 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;
- 4.1.17 not without the prior written approval of the Charity seek Sponsorship;
- 4.1.18 not without the prior written approval of the Charity enter into any agreement for Sponsorship;
- 4.1.19 maintain such insurance at all times in respect of the Promotion as would be prudent for a business dealing in the Promotion;
- 4.1.20 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;
- 4.1.21 comply at all times with the rules of law relating to all forms of advertising used;
- 4.1.22 notify the Charity within thirty 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;
- 4.1.23 not without the prior written approval of the Charity make any representation that any charitable contribution will be made to the Charity;

- 4.1.24 not alter the Name, Logo or other Trade Marks in any way;
- 4.1.25 allow the Charity to inspect the records maintained further to the preceding sub-clause at all reasonable times on request.
- 4.1.26 If the Promotion is undertaken in any jurisdiction other than in England and Wales, the Commercial Participator undertakes with the Charity that it shall:
  - 4.1.27 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;
  - 4.1.28 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;
  - 4.1.29 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;
  - 4.1.30 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;
  - 4.1.31 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.
- 4.2 The Charity undertakes with the Commercial Participator that it will:
  - 4.2.1 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;
  - 4.2.2 supply the Commercial Participator with promotional materials relating to the Charity and to the Promotion;
  - 4.2.3 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
  - 4.2.4 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 Participator 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 Participator 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 Participator to take such proceedings.

6.5 The Commercial Participator 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 Participator 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 Participator 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 Participator shall advise the Charity of the amount due and the Charity shall promptly render a VAT invoice to the Commercial Participator 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 Participator fails to pay any sum due to the Charity by the due date and the Charity has given the Commercial Participator thirty days' notice requiring it to pay and the Commercial Participator has failed to pay in the thirty day period;

8.2.2 the Commercial Participator 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 Participator 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 thirty days' 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 thirty 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: Mrs Irina Astley  
Address: Combat Cancer, 27 Old Gloucester Street, LONDON WC1N 3AX  
Phone: 0300 3239967  
Email: info@combat-cancer.org

11.3.3 for the attention of the Commercial Participator shall be sent to:

Contact: Alex Martin;  
Address: Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF  
Phone: 01564 784 107;  
e-mail: 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.



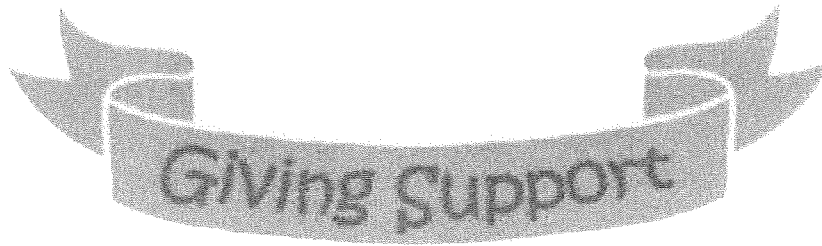
**SCHEDULE 1**

**The Logos and Trade Marks**



**SCHEDULE 2**

**The Commercial Participator's Logo**




*Clothing Fund Raiser*  
*Registered 09326340*

Signed by Irina Astley for and of  
behalf of Combat Cancer

.....  ..... Trustee

Signed by Alex Martin for  
and on behalf of Giving Support Ltd

.....  ..... Manager





Registered Office: 27 Old Gloucester Street, London, WC1N  
Telephone: 0300 323 9967  
E-mail: [info@combat-cancer.org](mailto:info@combat-cancer.org)  
[www.combat-cancer.org](http://www.combat-cancer.org)

28 May 2019

Dear Sir /Madam

**RE: charitable house to house collections – Letter of Authority**

This letter is a confirmation that Giving Support Limited has a commercial participation Agreement with Combat Cancer to carry out second hand clothes collections on behalf of the Charity. I would be grateful if you could grant the house-to house collection license to Giving Support Ltd.

Full information about the Charity aims could be found on our website [www.combat-cancer.org](http://www.combat-cancer.org) , however should you require any further information please do not hesitate to contact me.

Yours faithfully

Charity Treasurer

A handwritten signature in black ink, appearing to read "I. Astley", written over a horizontal line.

Mrs I. Astley



Rotherham

## APPENDIX 2

Neighbourhood and Adult Services

Application for a House to House Collections PermitHouse to House Collections Act 1939  
House to House Collections Regulations 1947 (as amended)

Fee	Free of Charge
Lalpac number	043270
Board Hearing	
Permit Number	HH

only

18/19

**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 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: 05.12.68

Surname: SWEENEY First names: KERRY

Address (either home or Business): 542 PRESBOT ROAD  
LIVERPOOL Pos code: L13 3DB

Daytime phone number: 0151 228 3353 Mobile phone number: N/A

E-mail address: laurareacydeproline@hotmail.co.uk

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

2. Name of Charity: CANCER RESEARCH & GENETICS UK

Head Office address for the Charity: SHERWOOD, LLANDRAW WOODS,  
MAESYCOED, PONTYPRIDD, SOUTH WALES  
Post code: CF37 1EX

Contact phone number: 01443 408813 Mobile phone number: \_\_\_\_\_

E-mail address: cancerresearchgenetics@aol.com

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

YES

No

If YES, please state your position within the Charity:

N/A

\*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 RAISE FUNDS AND AWARENESS FOR CANCER RESEARCH & CARE UK

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

Please attach supporting information, web site details etc.

DONATIONS WILL BE MADE TO THE UNIVERSITY IN ROTHERHAM FOR THE STUDY OF THE CANCER GENE

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

Yes  No

Registered Charity Number: 1121512

**Collection details**

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

ALL OVER ROTHERHAM

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

30.09.19 TO 30.09.20

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)

SECOND HAND CLOTHING & SHOES  
Sell  Give Away  Use

3e. Are applications also being made for licences for the same purpose in other areas of the UK:

Yes  No

If Yes, which other licensing authorities

MERSEYSIDE, LANC'S, CHESHIRE  
CTR MANCHESTER, S W YORKS, BEDS  
LINC'S, CAMBS, LEICS, NORFOLK, NORTHANTS  
CTR LONDON

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

Yes  No

3f. 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  N/A

3g. 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

UP TO 15% WAGES, PRINTING, FUEL  
UP TO 10% ADMIN COSTS.

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

£ COLLECTOR'S M/RATE £8-21  
PH AS ABOVE

Yes  No

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

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

£ M/RATE £8-21

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:

RECYCLE PROLINE LTD

Office address of the Company/Organisation:

542 PRESCOT ROAD

LIVERPOOL

Postcode

L3 3DB

Contact phone number:

0151 228353

Mobile phone number:

E-mail address:

laurarecycleproline@hotmail.co.uk

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

YES  No

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

OFFICE MANAGER

\*If NO you must supply a letter with this application form from the 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

NEW

If 'Yes', who issued it?

BATH & NORTH-EAST SOMERSET

What date was it granted?

22/04/19 to 22/04/20

What licence number was?

19/0153

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" 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
/ /		
/ /		
/ /		
/ /		
/ /		
/ /		
/ /	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.)

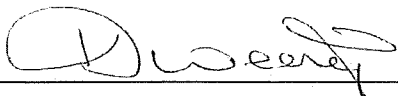
The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the 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 29 10 11



# Cancer Research & Genetics UK

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Telephone/fax:  
(01443) 408813

Mobile:  
07811 512573

SHERWOOD,  
LLANDRAW WOODS  
MAESYCOED, PONTYPRIDD  
SOUTH WALES. . CF37 1EX

01.11.2018

Dear Sirs

**Re: Cancer Research & Genetics UK**

I write in support of any applications for House to House collection/Permit in the name of the promotor/Company business, Miss Laura Kulikauskalte, Miss Kerry Sweeney/Recycle Proline Ltd on behalf of the above named Charity.

I therefore give my full authorisation and permission to the above and hereby give my signature as authority.

Your truly

---

Director: Mr. NICHOLAS JOHN PHILLIPS . Treasurer: Mr. DARRYL JOHN PHILLIPS

Secretary: Miss GEMMA BOSHER

Email: [cancergeneticsuk@aol.com](mailto:cancergeneticsuk@aol.com) Charity No. 1121512 Web: [www.cancerresearchgenetics.co.uk](http://www.cancerresearchgenetics.co.uk)



**THIS AGREEMENT** is made the 1 day of November 2016.

**BETWEEN (1) Cancer Research and Genetics UK** (registered charity 1121512 number) whose head office is located at Sherwood, Llandraw Woods, Maesycod, Pontypridd, South Wales, CF37 1EX and the Trustees and Members of the Management Committee as Trustees of Cancer Research and Genetics UK (hereinafter referred to as "the Charity") and

**(2) Recycle Proline Limited** whose registered office is at 542 Prescott Road, Liverpool, Merseyside, L13 3DB (hereinafter referred to as "the Company")

WHEREAS

- (a) The Charity wishes to maximise the income it can generate for the purpose of carrying out its charitable objectives and is the beneficial owner of the name and logos.
- (b) The Charity wishes to make an arrangement with the Company to collect clothing and shoes for the purposes of re-sale so as to raise funds on behalf of the Charity.

## **THE AGREEMENT**

### 1. Definitions

In this agreement the following words and phrases shall have the following Meanings:

1.1 "The Act" shall mean the Charities Act 1992.

1.2 "The Logo" shall mean the Logo a copy of which appears in Schedule One of this agreement.

- 1.3 "The Area" shall mean all those Councils falling within the prescribed area defined in Schedule Two to this agreement.
  
2. In consideration of the obligations on the part of the Company as set out in this agreement the Charity hereby authorises the Company to use the Charity's name and logo in connection with the collection of clothing and shoes within the area.
  
3. The Company shall at such times and in such districts as it, in its absolute discretion it shall decide, make arrangements for and carry out the collection of clothes and shoes and other recyclable items donated by households within the Area.
  
4. In carrying out its collections the Company shall:
  - (i) make a visit to addresses within the district the details of which will be recorded and leave a leaflet and a collection bag which will be of a design determined by the Company but worded in accordance with the wording set out in Schedule 3 of this agreement.
  
  - (ii) On the date stated in the leaflet delivered to each address the Company will re-visit the district and collect all clothes and shoes which have been designated by householders for collection.

When collected the company shall be entitled to sell all clothes and shoes and other recyclable material collected in whatever manner they deem appropriate.

5. In carrying out leaflet delivery and collection services the Company and its servants or agents will at all times act in a polite and courteous manner towards householders so as not to bring the name and Logo of the Charity into disrepute.
  - (i) Approaching households respectfully
  
  - (ii) The time of the day that Company may knock

- (ii) Company responsibilities regarding no-cold-calling zones and door stickers.
6. The Company shall not use the name and Logo of the Charity in any other manner than is sanctioned by this agreement without the prior written consent of the Charity and will at all times act in accordance with the Act.
  7. The Company shall keep legible and detailed books of accounts and records relating to the collection of clothing and shoes and the sale thereof and shall allow the Charity, its employees agents and professional advisors, to audit and take copies of any such books of account, VAT records, bank statements or other records of the Company relevant to this agreement.
  8. The Company shall be responsible for all its own costs which are incurred in relation to the collection and sale of the clothes and shoes and other recyclable material.
  9. At its own costs the Company shall be responsible for obtaining and maintaining a license permitting collections for all districts within the Area where it carries out collections.
  10. Neither the Company nor its servants or agents shall hold themselves out as acting as agent on behalf of the Charity for the purposes of entering into any contractual arrangement with any third party.
  11. On a monthly basis the Company will make a payment to the Charity in the minimum sum of £3,200.00.
    - (i) As an exception to this clause. The company will make a payment of £ 1.600.00 in the month of December 2018. This clause will apply in any December while the agreement is in force.

12. The term of this agreement shall be twelve months from the date of the agreement and shall continue in effect at the expiration of six months unless either party gives to the other three months written notice of the termination of the agreement.
  
13. The following provisions shall apply in the event of default by either party.
  - (i) Any "event or default" shall mean any of the parties committing a material breach of its obligations under this agreement and, in the case of a breach capable of remedy, failing to remedy the same within twenty one days of being specifically required in writing to do so by the other party.
  - (ii) If any party, "the defaulting party" commits any event or default the other party shall be entitled by notice in writing to the defaulting party within one month following the date of occurrence of the event or default terminate this agreement.
  
14. None of the parties shall divulge or communicate to any person (other than as required by law) or use or exploit for any purpose whatsoever any information of a confidential nature relating to this agreement. This restriction shall continue to apply after expiration or sooner determination of this agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain otherwise than breach of this clause.
  
15. Subject to the provisions of this agreement none of the parties shall assign or transfer or purport to assign any of their rights or obligations hereunder.



16. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance of the other party and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
17. This agreement shall not be varied unless such variation shall be expressly agreed in writing by each of the parties.
18. Nothing in this agreement shall be construed or deemed to constitute a partnership between the parties
19. If any of the provisions of this agreement is found by a court of competent jurisdiction to be void, unenforceable or illegal, such provisions shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.
20. Any notices to be given pursuant or in connection with this agreement shall be in writing and
  - (i) sent by first class prepaid or registered mail; or
  - (ii) delivered personally; or
  - (iii) transmitted by fax.The parties are to be served at the address given in this agreement or such other address or addresses within the United Kingdom from time to time notified in writing on behalf of any such party or parties to the other party. Any such notice given pursuant to this clause shall be deemed to have been received and effectively served:-
  - (i) upon the day of delivery or transmission if delivered personally or transmitted by fax before the end of the business day; or
  - (ii) on the next following business day if sent by first class prepaid or registered mail or if transmitted by fax or delivered personally after the end of a business day or any other day or any other day not being a business day;

(iii) for the purposes this clause reference to business day shall be referenced to the days of Monday to Friday inclusive but excluding bank holidays; the business day being deemed to have commenced at 9.00am and terminating at 5.00pm Greenwich Mean Time.

21. The construction validity and performance of this agreement shall be governed by the laws of England and Wales.
22. It is not the intention of the parties hereto to confer rights on third parties who are not parties to this agreement.
23. Recycle Proline LTD shall be the ONLY Company authorized to distribute/collect plastic bags on behalf of Cancer Research and Genetics UK.

AS WITNESS the hands of the parties

Signed by..... *N.J. Phillips*.....

Name..... *Mr N.J. Phillips (Director)*.....

For and on behalf of Cancer Research and Genetics UK

Date of Agreement..... *1-11-2018*.....

Signed by..... *Kaunf / Donf*.....

Name..... *L. KULIKAUSKAITE / K. DONELIENE*.....

Recycle Proline Limited

Date of Agreement..... *01/11/2018*.....

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Schedule One

LOGO

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Schedule Two  
England Scotland and Wales

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Schedule Three

**Cancer Research & Genetics UK**  
 Charity Reg No. 1121512  
 Registered in England & Wales

**Recycle Proline Ltd**  
 A registered charity (Charity Reg No. 1121512) and a limited company (Company Reg No. 02061848) incorporated in England. Recycle Proline Ltd is a registered charity (Charity Reg No. 1121512) and a limited company (Company Reg No. 02061848) incorporated in England. Recycle Proline Ltd is a registered charity (Charity Reg No. 1121512) and a limited company (Company Reg No. 02061848) incorporated in England.

**Help us by donating**

- Clothing - adults and children
- Paired shoes tied together
- Handbags, belts, hats, accessories
- Bed linen, towels, soft toys
- Jewellery, toiletries, perfumes
- Bric-A-Brac, souvenirs

Please Not: Curtains and Books

**FR** Financial Reporting REGULATOR  
 Institute of Fundraising

**Turn your unwanted clothing in support of  
 Cancer Research & Genetics UK**  
**Recycle Proline is operating this collection service**

**Collection will be between 8 am and 2 pm and we will collect it on!**

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**If this bag has not been collected between 8am to 2pm or if you have any queries please contact the helpline on**  
**0844 335 6540**  
 Office open 12 noon Mon-Fri 9am-5pm

**WARNING - BEWARE OF HOGUS COLLECTORS ALL OUR COLLECTORS CARRY IDENTITY CARDS**  
**SAFETY FIRST - THIS BAG SHOULD BE KEPT AWAY FROM BABIES, CHILDREN & PETS**

**Registered Number 06587526**

**RECYCLE PROLINE LTD**

**Micro-entity Accounts**

**31 May 2018**

RECYCLE PROLINE LTD

Registered Number 06587526

## Micro-entity Balance Sheet as at 31 May 2018

	<i>Notes</i>	<i>2018</i>	<i>2017</i>
		£	£
<b>Fixed Assets</b>		35,009	20,000
<b>Current Assets</b>		134,827	98,375
<b>Creditors: amounts falling due within one year</b>		(250)	(225)
<b>Net current assets (liabilities)</b>		<u>134,577</u>	<u>98,150</u>
<b>Total assets less current liabilities</b>		<u>169,586</u>	<u>118,150</u>
<b>Total net assets (liabilities)</b>		<u>169,586</u>	<u>118,150</u>
<b>Capital and reserves</b>		<u>169,586</u>	<u>118,150</u>

- For the year ending 31 May 2018 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 26 February 2019

And signed on their behalf by:

**KRISTINA DONELIENE, Director**

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

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