



RECEIVED
14 DEC 2016

CASE D - APPENDIX 1

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)

For office use only	
Date Received	14/12/16
Fee	Free of Charge
Lalpac number	031825
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 to 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): MR Date of Birth: 13/10/1971

Surname: Gharbaoui First names: SAMIR

Address (either home or Business): SOS CLOTHES LTD, VICTORY WAY, ADMIRALS PARK, CROSSWAYS, DARTFORD Post code: DA2 6QD

Daytime phone number: 01708685073 Mobile phone number:

E-mail address: licenses@sosclothes.co.uk

Details of the charity which the collection will benefit

2. Name of Charity: TREE OF HOPE CHARITY

Head Office address for the Charity: 43^a LITTLE MOUNT SION, ROYAL TUNBRIDGE WELLS Post code: TN1 1YP

Contact phone number: 01892 710 918 Mobile phone number:

E-mail address: jenny@treeofhope.org.uk

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

YES No

If YES, please state your position within the Charity:

Professional fundraiser

*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.

Tree of Hope Charity offers hope to the families of sick children in the UK who need specialist medical surgery, treatment, therapy or equipment.

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

Please attach supporting information, web site details etc.

Tree of Hope Charity helps families all around UK including Rotherham.

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

Yes No

Registered Charity Number 1149254

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?

16/01/17 - 15/01/18

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

Approx 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)

Unwanted 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 purpose in other areas of the UK:

Yes

No

If Yes, which other licensing authorities

Bradford, Rossendale, Leeds, York...

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 85% 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: SOS CLOTHES LTD

Office address of the Company/Organisation: VICTORY WAY, ADMIRALS PARK, CROSSWAYS, DARTFORD,
Post code DA2 6QD

Contact phone number: 01708685073 Mobile phone number:

E-mail address: licenses@sosclothes.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? Rotherham MB Council

What date was it granted? 15/07/14 What licence number was it? HH0150

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?

Birmingham, Lincoln, Leicester, Rummy - none refused us the permits because the donated % does not satisfy those Councils.

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.

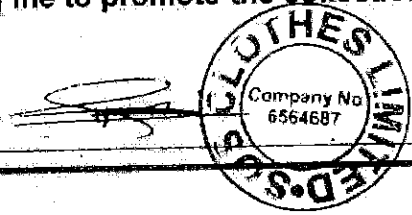
Declaration

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 2016



Registered Charity In England and Wales No: 1149254
Registered Charity in Scotland No: SCO42611

8th February 2016

To whom it may concern,

The Tree of Hope appointed SOS Clothes Ltd to collect good quality used clothing on our behalf throughout the UK over three years ago.

SOS Clothes Ltd adheres to best practice of the Institute of Fundraising which is confirmed in a contract.

We also receive an audited copy of their annual accounts.

A handwritten signature in black ink that reads "Gill Gibb". The signature is written in a cursive, flowing style.

Gill Gibb- CEO

Tree of Hope is registered in England and Wales as a charitable company limited by guarantee
Company No 8184807
Charity No 1149254
And registered as a charity in Scotland No SCO42611
Registered Office is at 43a Little Mount Sion, Tunbridge Wells, Kent TN1 1YP



COMMERCIAL PARTICIPATION AGREEMENT

**(1) TREE OF HOPE
and
(2) SOS CLOTHES LIMITED**

AGREEMENT

DATED 1st December

2013

BETWEEN

- 1) **Tree of Hope** (Charitable company limited by guarantee Company No. 8184807, Registered Charity in England & Wales No. 1149254, and registered as a charity in Scotland No. SCO42611) whose registered office is at, 43a Little Mount Sion, Royal Tunbridge Wells, Kent, TN1 1YP (the "Charity"); and
- 2) **SOS Clothes Ltd** (Registered Company No. 06564687) whose registered office is at Victory Way, Admirals Park, Crossways, Dartford, DA2 6QD (the "CP").

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 into 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'	from the 1st November 2013
'Logo'	the logo of the Charity, details of which appear in Schedule 1
'Name'	Tree of Hope Charity;
'product'	The products/services details of which appear in Schedule 2
'Regulations'	the Charitable Institutions (Fundraising) Regulations 1994
'Royalty'	% of the recommended retail price/ p per product sold
'Territory'	United Kingdom;

2. Purpose

The purpose of this agreement is to raise funds for the Charity

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 connection with the product in the territory for the term on the terms of this agreement.

4. Obligations of CP

CP undertakes with the Charity that it shall:

- 4.1 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 create and manage the design artwork, print 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 of the recycled clothes and other items and to that end may enter into such reasonable agreement as it shall think fit so as to fulfil its obligations under this agreement.
- 4.5 Ensure that the leaflets delivered to households shall be of good quality and comply in all respects with all relevant statutory standards and shall contain the statement:
"At least £75 per tonne is paid to the Tree of Hope, a registered charity number No. 1149254, registered as a charity in Scotland No. SCO42611, and Charitable Company limited by guarantee Company No. 8184807"

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).

- 4.6 Keep separate, legible and detailed books of account and records relating to the production, promotion and sales of the recycled clothes and other items and shall allow the charity, its employees, agents and professional advisers to inspect, audit and take copies of any such books of account, VAT records, bank statements or other records of Commercial Participator
- 4.7 Pay all monies due to the charity from the Commercial Participator within 28 days of the end of each month into the charity's bank account.
- 4.8 Provide details to the Charity of the sale of the product monthly and or the royalty due
- 4.9 Arrange that the statements of royalty prepared under this agreement are audited by its auditors and that a copy of such certificate is promptly given to the charity.
- 4.10 Maintain product liability insurance at all times for a minimum cover of £5 million.
- 4.11 Abide at all times 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 a registered charity and its registered charity and its registered charity numbers.
- 4.12 Abide at all times with the Institute of Fundraising's Code of Fundraising Conduct.

5. The Royalty

- 5.1 In consideration of Charity granting to CP the sub-licence in clause 3, CP shall pay the Royalty of 85% of all the profit made from the sale of the collected clothing to Charity in accordance with the rest of this clause 5.
- 5.2 The costs of CP will be paid from funds raised. The expenses can only include:
 - (i) Motor, printing/informing material and postage expenses, Stationary Office badges, accountancy fees, audit fees.
- 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).

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 30 days written notice requiring it to pay and CP has failed to pay in the 30 day period.
- (ii) CP does anything which in the reasonable opinion of the charity brings or is reasonably likely to bring 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, CP will no longer be authorised to use the Name and Logo, and will cease the distribution and sale of all existing products bearing the name, logo or registered number;

6.3 Throughout the term Charity and CP shall be able to terminate this agreement by giving no less than six months prior notice.

6.4 Subject to the Charity's right to terminate under 6.1 this agreement shall last for the term. On termination under this sub-clause CP shall have the right to sell all existing copies of the product which bear the name and/or logo as if termination had not taken place and in accordance with this agreement and it shall account to the charity for all royalty payments in respect of such sales and the rights of the charity under this agreement shall continue during that period.

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 (including reasonable legal costs and disbursements) as a result of any breach by CP of any of the terms of this agreement.

8. Exclusive Agreement

8.1 CP undertakes with the Charity for the duration of this agreement that it will not enter into a similar agreement relating to the service or any similar product or services with any other charitable institutions.

8.2 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 similar to 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;

**SIGNED for and on behalf of the
Tree of Hope**

By: Alastair Hazel (Chairperson)

(Signature)



In the Presence of: Jeremy Marris
Occupation: Chief Executive Officer

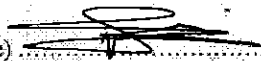
(Signature)



**SIGNED for and on behalf of
SOS Clothes Limited**

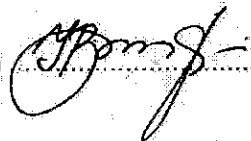
By: Samir Gharbaoui (Director)

(Signature)



In the Presence of: Inga Rackauske
Occupation: Personal Assistant

(Signature)



Sykes, Lesley

From: Sykes, Lesley
Sent: 14 December 2016 12:05
To: Sykes, Lesley
Subject: FW: House to House collections
Attachments: ROTHERHAM 201714122016.pdf; Letter of Authority 2016.pdf; TOH & SOS AGREEMENT.docx

From: licenses sos [<mailto:licenses@sosclothes.co.uk>]
Sent: 14 December 2016 10:47
To: Licensing
Subject: House to House collections

Dear Sir/Madam,

I refer to house to house collection application.

I hope you don't mind new application form and all documents required.

If you require more information please don't hesitate to contact us.

--
Kind Regards
Mrs Laura West

SOS Clothes Ltd
Victory Way, Admirals Park,
Crossways, Dartford,
DA2 6QD

