

RECEIVED
06 DEC 2016

CASE F - APPENDIX 1

For office use only	
Date	6/12/16
Fee	Free of Charge
Permit number	
App Number	031823

Neighbourhood and Adult Services

Application for a House to House Collections Permit

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

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

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

Data Protection Act, 1998

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

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

Applicants (Promoter) personal details

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

Surname: First names:

Address:

 Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of Business or Organisation Responsible for the Collection

2. Name of Business/Organisation conducting collection:

Office address of the Business/Organisation:

Contact phone number: Mobile phone number:

E-mail address:

2. 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 Society/Organisation to benefit from the collection and which is authorising you to organise collections on the society's behalf.**

Licensing history

3. Have you, or the business ever held a house to house collection licence before? Yes No

If 'Yes', who issued it?

What date was it granted? What licence number was it?

3.a. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order **with this local authority**, refused, or revoked before? Yes No

3.b. Have you, or to your knowledge anyone associated with this collection, ever had a house to house licence or order, **with any other authority** refused, or revoked before? Yes No

If Yes, where was it held, when was it refused, or revoked and why was it revoked?
Please use an extra sheet if required.

Collection Details

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

Address of the Society/Charity/Fund:

 Post code

E-mail address: Contact phone number:

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

To help people in and around Yorkshire avoid, survive and cope with cancer. To work in partnership with researchers, scientists and clinicians, the NHS, Public Health bodies and other charities to make life-changing improvements to cancer outcomes in Yorkshire. Their goal is to ensure that by 2025, at least 2,000 more people in the region survive cancer every year.

4.b. Is the Society/Charity/Fund a registered charity Yes No Registered Charity Number

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

THE WHOLE AREA OF ROTHERHAM METROPOLITAN BOROUGH COUNCIL

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

01/01/17-31/12/17
FIVE DAYS PER MONTH/ PLEASE ALLOCATE ANY AVAILABLE FIVE DAYS

Collection Details - Continued

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

TWO

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

Yes No

Direct Debits

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

Yes No

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

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

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

Sell

Give Away

Use

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

Yes No

If Yes, which other licensing authorities

PLEASE SEE COVERING LETTER ATTACHED.

How many collectors will be permitted to make these collections

SIX

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

Yes No

4.i. Is it proposed to promote this collection in conjunction with a street collection

Yes No

If Yes, is it proposed to combine the House to House and Street Collection accounts or submit separate accounts:

Combined accounts

Separate accounts

4.j. If the collection is for a War Charity, state if the charity has been registered or exempted from registration under the War Charities Act 1940, and give the name of the registration authority, date of registration or exemption in the box below.

NOT APPLICABLE.

Proceeds of Collections Details

5. Are the whole of the receipts to be paid over to the Society/Charity/Fund

Yes No

If NO, please state the purposes for which deductions will be made

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

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

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

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

Yes No

If YES; is it to Collectors

Yes No

is it to Other Persons

Yes No

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

£

Applicant Promoter's "Criminal Records" history request

6. Convictions & Cautions Details. In the boxes below list any convictions/cautions etc you may have which are not considered as "spent" with in the terms of the "Rehabilitation of Offenders Act 1974".

6.a. Have you ever been convicted of any criminal offence, or received any police cautions etc or are you waiting to hear about any prosecutions or other actions of any type, pending against you?, warnings or reprimands? (If you answer YES to this question give details in the box below.) Yes No

6.b. If you are waiting to hear about any prosecution enter the court hearing the case: If known, date of future court hearing date:

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

Declaration

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

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

Applicants Signature P.H.R.E

Date form signed by applicant 11/12/16

**COMMERCIAL PARTNERSHIP AGREEMENT BETWEEN RECYCLING & MANAGEMENT SERVICES Ltd. - R&MS & YORKSHIRE CANCER RESEARCH – YCR
2016/2017**

This Agreement is written with reference to The Charities Act (1992) and is designed to protect the Partner (Yorkshire Cancer Research - YCR) 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 Cancer Research - YCR Registered Charity No. 516898 and Recycling & Management Services Ltd. - R&MS agree to work together to support the activities of Yorkshire Cancer Research - YCR.
- 1.2. This Agreement is for a period of one year from 01/07/2016 to 30/06/2017.
- 1.3 Should both parties agree, the Agreement is renewable for a further year not more than six months prior to expiry of this Agreement.
- 1.4 Either party can opt out of the Agreement with six month's written notice (email will suffice).

2 Procedural & Financial Considerations

- 2.1 Recycling & Management Services Ltd. - R&MS will apply to city, county, county borough and metropolitan borough councils in Yorkshire for licences for house-to-house clothing collections.
- 2.2 Recycling & Management Services Ltd. - R&MS will collect clothing donations and other items on behalf of Yorkshire Cancer Research - YCR.
- 2.3 All charitable donations will be weighed at the end of each collection using commercial weighing apparatus and Recycling & Management Services Ltd. - R&MS will accurately record amounts collected in metric tonnes on tally sheets.
- 2.4 Donations will be made by Recycling & Management Services Ltd. - R&MS to Yorkshire Cancer Research - YCR on the basis of £100.00 per metric tonne derived from the sale of collected items.
- 2.5 Recycling & Management Services Ltd. - R&MS will donate a minimum of £2,500.00 per month to Yorkshire Cancer Research – YCR during the period of the Agreement.
- 2.6 Donations will be paid by Recycling & Management Services Ltd. - R&MS to Yorkshire Cancer Research - YCR monthly by BACS transfer, by the end of the first week of the month following the month in which collections were carried out.

3 Legitimacy, Transparency, Accountability

- 3.1 Recycling & Management Services Ltd. - R&MS will, on request from Yorkshire Cancer Research - YCR, produce tally information about metric tonnage collected.
- 3.2 Recycling & Management Services Ltd. - R&MS will, on request from Yorkshire Cancer Research - YCR, provide information, including receipts, relating to expenses incurred.
- 3.3 Recycling & Management Services Ltd. - R&MS will, by 31/07/17, i.e. within three months of Recycling & Management Services Ltd. - R&MS financial year-end, produce

on request, certified accounts including balance sheet, detailed profit and loss account and other available financial information.

4 Publicity & Advertising

- 4.1 The wording of all publicity and advertising which Recycling & Management Services Ltd. - R&MS and Yorkshire Cancer Research - YCR use will be agreed between the two parties before production of any materials.
- 4.2 Final copy must be sanctioned by Yorkshire Cancer Research - YCR in writing (email will suffice).
- 4.3 Neither party must 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 Cancer Research - YCR grants to Recycling & Management Services Ltd. - R&MS a non-exclusive licence for the term of this Agreement to use the name and logo of Yorkshire Cancer Research - YCR in any materials relating to the promotion. The name and logo may not be used for any purpose other than the promotion and may not be transferred or assigned to anyone else. The name and logo may only be used within Yorkshire. This licence will end immediately on termination of this Agreement.
- 5.4 Recycling & Management Services Ltd. - R&MS will ensure that their services and products are of a good quality, fit for purpose and comply with all relevant statutory and safety requirements.
- 5.5 Recycling & Management Services Ltd. - R&MS will indemnify Yorkshire Cancer Research - YCR 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 Cancer Research - YCR 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 Cancer Research - YCR.
- 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 Complaints

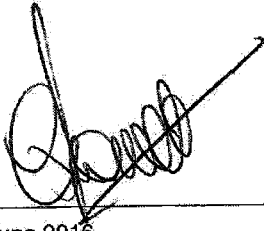
- 6.1 House-to-house collections necessarily involve members of the general public and generate complaints. These are always a small percentage of the overall volume of collections. New collections with a charity have a teething period. It is our experience that after the first three to six months any volume of complaints decreases.
- 6.2 Recycling & Management Services Ltd. - R&MS will do everything it can to keep complaints to a minimum and will investigate every complaint promptly, thoroughly and diligently.
- 6.3 Where a complaint, after due investigation, is judged to be valid, Recycling & Management Services Ltd. - R&MS commits to apologising, and making full financial, and other, restitution to the complainant.
- 6.4 Both Recycling & Management Services Ltd. - R&MS and Yorkshire Cancer Research – YCR will report complaints received to the other party on a monthly basis.

7 Cancellation

- 7.1 This Agreement may be cancelled by either of the parties with six month's written notice (email will suffice).
- 7.2 Either party may terminate this agreement immediately by written notice to the other in the event that the other party:
- (a) Has committed a material breach of this agreement and where such breach is capable of remedy, has failed to remedy the same within 28 days of receipt of a notice from the notifying party requiring the breach to be remedied.
 - (b) Makes any composition or arrangement with its creditors, becomes subject to voluntary or compulsory liquidation, or subject to any receivership or administration order in respect of all or part of its business, or ceases, or threatens to cease, its business.
 - (c) Has been deemed responsible for a serious incident that results in or may reasonably be held to be likely to damage the other party's reputation, or bring them into disrepute.
 - (d) 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.
- 7.3 Yorkshire Cancer Research may terminate this Agreement immediately by written notice if Recycling & Management Services Ltd – R&MS or any of its employees, officers, partners, contractors or other agents does anything which in the reasonable opinion of Yorkshire Cancer Research brings the name or reputation of Yorkshire Cancer Research into disrepute in any way or which is inimical to the charitable objects of Yorkshire Cancer Research.
- 7.4 Recycling & Management Services Ltd – R&MS may terminate this Agreement immediately by written notice if Yorkshire Cancer Research or any of its employees, officers, partners, contractors or other agents does anything which in the reasonable opinion of Recycling & Management Services Ltd – R&MS brings the name or reputation of Recycling & Management Services Ltd – R&MS into disrepute in any way.

7.5 The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liability of either Recycling & Management Services Ltd or Yorkshire Cancer Research accrued prior to termination

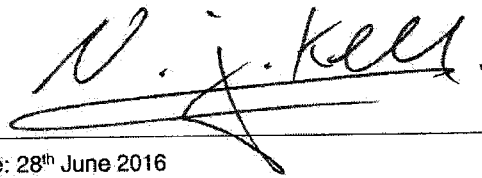
Signed on behalf of Yorkshire Cancer Research
- YCR



Date: 28th June 2016

Charles Rowett
Chief Executive
Yorkshire Cancer Research - YCR
Jacob Smith House, 7 Grove Park Court
Harrogate, West Yorkshire, HG1 4DP

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



Date: 28th June 2016

Nicholas John Kell
Director
Recycling & Management Services Ltd.
180, Bowes Road
New Southgate, London, N11 2JG



CODE OF PRACTICE

1. All R&MS employees, full-time, part-time or on short-term contracts, are made aware of our operating principles and this Code of Practice. We require their behaviour, when working for us, to demonstrate clear understanding of these principles.
2. In our work with charities and other organisations we will be honest and transparent and operate at all times in full conformity with United Kingdom laws.
3. Our company is run according to ethical business practices.
4. We aim to build effective relationships with the organisations we work with based on a mutual understanding of their, and our, aims, objectives and operating principles.
5. R&MS management and employees are briefed on the nature, work, aims, objectives and operating principles of partner organizations. They have full understanding of the terms of agreements with partners, ensuring compliance with fundraising regulations and commitment to those partnerships.
6. R&MS regard their name, and the names of charities they are working with, as assets which require protection.
7. The company will exercise due diligence on behalf of the partner charity and will take full responsibility for all costs associated with raising donations.
8. Our employees are expected to behave with good manners, understanding and courtesy at all times. They are clearly-briefed on the importance of never using pressure to secure donations.
9. All our employees will wear ID badges when conducting business for us off company premises.

H 2 H

Sykes, Lesley

From: Julia Clark <Julia@ycr.org.uk>
Sent: 07 September 2016 07:56
To: Licensing
Cc: 'Recycling & Management Services Ltd'
Subject: RE: House to House collection

Good morning, I wondered if our application had been approved as we haven't heard anything from yourselves?

With very best wishes

Julia

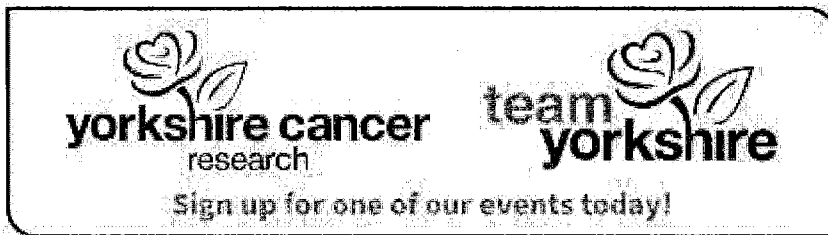
Julia Clark
Director of Fundraising
Yorkshire Cancer Research

E: julia@ycr.org.uk
T: 01423 877 235
M: 07900741538



Text
YORKSHIRE
to 70007 to
donate £3

A minimum of £2.93 will go to
Yorkshire Cancer Research



Cameron James
01423 877219
Charity Collection

August
Yorkshire Cancer
Research - Dear 6
Bag collection Dear.

From: Julia Clark
Sent: 20 July 2016 15:22
To: 'licensing@rotherham.gov.uk' <licensing@rotherham.gov.uk>
Cc: 'Recycling & Management Services Ltd' <info@randms.co.uk>
Subject: House to House collection

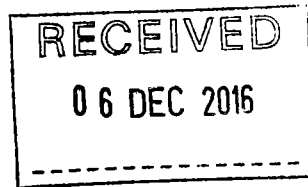
Good afternoon, please find enclosed our application for a House to House () between the dates of 01/09/16-30/06/17

We work in partnership with Recycling & Management Services Ltd and very much hope that you will support this application. A hard copy of the application is in the post too.

With very best wishes

Julia

Not seen this application of
arrived 6/12/16 ?



July 12 2016

Dear Sir/Madam,

Re. Application for House-to-House Collection Licence by Recycling & Management Services Ltd. - R&MS Ltd. on Behalf of Yorkshire Cancer Research – YCR Reg. Charity No. 516898.

I attach an application for a house-to-house collection licence on behalf of Yorkshire Cancer Research - YCR. Also attached are copies of a Letter of Authority from YCR, an Agreement between R&MS Ltd. and YCR and our Code of Practice.

The Vision of Yorkshire Cancer Research is:

That every single person in every community in and around Yorkshire has the very best chance of living a long and healthy life with, without and beyond cancer.

The charitable aims of Yorkshire Cancer Research are:

- § To help people in and around Yorkshire avoid, survive and cope with cancer.
- § To work in partnership with researchers, scientists and clinicians, the NHS, Public Health bodies and other charities to make life-changing improvements to cancer outcomes in Yorkshire. Their goal is to ensure that by 2025, at least 2,000 more people in the region survive cancer every year.

The YCR website is at www.yorkshirecancerresearch.org.uk

R&MS Ltd. is in its sixth year of operation, working successfully with various charities. The R&MS website is at www.randms.co.uk

In the past three years, we have been working with three charities: Be Child Cancer Aware - BCCA, Charity Commission No.1141987; Child & Teenage Cancer & Leukaemia Foundation - CTCLF, Charity Commission No. 1156384; The Air Ambulance Service (The Children's Air Ambulance), Charity Commission No. 1098874.

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

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

Yours sincerely,

N.J. Kell
Director, R&MS Ltd.

Julia Clark
Director of Fundraising
Yorkshire Cancer Research
Jacob Smith House
7, Grove Park Court
Harrogate,
West Yorkshire, HG1 4DP

TO WHOM IT MAY CONCERN

12 July 2016

Dear Sir/madam,

I confirm that Yorkshire Cancer Research, Charity Commission Registered No. 516898, hereby authorises Recycling & Management Services Ltd. - R&MS Ltd. to carry out House-to-House collections in your area, subject to the appropriate licences being issued and the necessary permissions obtained. R&MS Ltd. will start to apply for licences this month to collect in 2016 and 2017.

Yorkshire Cancer Research works in partnership with researchers, scientists and clinicians, the NHS, Public Health bodies and other charities to make life-changing improvements to cancer outcomes in Yorkshire. Our goal is to ensure that by 2025, at least 2,000 more people in the region survive cancer every year.

Further information about Yorkshire Cancer Research and what we do can be found on our website at www.yorkshirecancerresearch.org.uk

Should you require any further information about our charity, or about our partnership with Recycling & Management Services Ltd. - R&MS, please contact me on 01423 877 235.

Many thanks.

Yours faithfully,

Julia Clark 07748 99 9944

Julia Clark – Director of Fundraising
For and on behalf of Yorkshire Cancer Research - YCR