



APPENDIX 7

**Coping with Cancer North East
Medical Suite
Cobalt Business Exchange
NEWCASTLE
NE28 9NZ**

**Tel 0191 280 5610
02/10/2017
www.copingwithcancer.org.uk**

Coping with Cancer North east

Application for a House-To-House Collection in Rotherham.

I write in support of the above application from Unicare Ltd to collect used textiles in all parts Rotherham district.

Unicare Ltd has been collecting for our charity Coping with Cancer since 2010 and since this time has donated over £400,000 from the proceeds of the used rag collections. This is far in excess of the monthly donation amount stipulated in our contract with them. Their donations have helped us to improve our services for the cancer community not only in the North east but in other areas, the latter through a Telephone Counselling and Information Service. Some of the money has been used to provide a new Website with universal appeal.

We are a small to medium size charity and would not have been able to set up and run such a service ourselves.

Unicare Ltd is a very responsive and responsible partner and we work closely with them to resolve the few complaints and queries we have from the public. We have been able to deal with any complaints with a 95% satisfaction record.

Coping with Cancer NE supports wholeheartedly the application. If you require any further information, please do not hesitate to contact me.

Yours sincerely

**Judith (Woodruff)
CEO**

judith.woodruff@gmail.com

Patrons

Sir Alan Beith MP: Her Grace The Duchess of Northumberland & Clive Griffiths, FRCS

Chairman *Les Walton CBE*

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)

Stamp	
For office use only	
Date Received	12.10.17
Fee	Free of Charge
Lalpac number	035154
Board Hearing	
Permit Number	HH

Data Protection Act, 1998

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

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

Applicants (Promoter) personal details

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

Surname: First names:

Address (either home or Business):

Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of the charity which the collection will benefit

2. Name of Charity:

Head Office address for the Charity:

Post code:

Contact phone number: Mobile phone number:

E-mail address:

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

YES ☐ No ☒

If YES, please state your position within the Charity:

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

2.b. Objective/aims of the charity/fund to benefit from the proceeds of this collection.

Please attach supporting information, web site details etc.

To support services for cancer patients and their carers in North East weekly complementary therapy in chemotherapy day unit at St. Foundation Hospital, 3 sessions at St. Claire's and weekly Breast cancer support group

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

PLEASE SEE ATTACHED SUPPORTING INFORMATION

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

Please attach supporting information, web site details etc.

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

PLEASE SEE ATTACHED LETTER
CHARITY LETTER IS ATTACHED

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

Yes ☒ No ☐

Registered Charity Number 513 820)

Collection details

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

ALL PARTS OF ROTHERHAM

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

01 January 2018 - 31 December 2018

08:00 - 15:00

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

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

Direct Debits ☐

3.d. Is it proposed to collect "other" types of property

Yes ☒ No ☐

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

CLOTHES

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

Sell ☒ Give Away ☐ Use ☐

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

Yes ☒ No ☐

If Yes, which other licensing authorities

BARNSELY, LEEDS, HARROGATE, DONCASTER, CRACEN

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

Yes ☐ No ☒

3.f. Is it proposed to promote this collection in conjunction with a street collection

Yes ☐ No ☒

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

Combined accounts ☐

Separate accounts ☐

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

N/A

Funds raised following collections

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

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

WAGES, FUEL, PRINTING, ADMIN COST

4.a. Please state how much will be deducted for expenses or other reasons £ NATIONAL MINIMUM WAGE TO COLLECTORS

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

If YES; is it to Collectors Yes ☒ No ☐

is it to Other Persons Yes ☒ No ☐

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

£ TO COLLECTORS: NATIONAL MINIMUM WAGE
TO OTHERS: UP 15% - FUEL, WAGES, PRINTING
UP 10% - ADMIN COST

Details of company or organisation responsible for these collection

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

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

Company/Organisation:

Post code LS10 1BL

Contact phone number: 0113 827 2340

Mobile phone number: 077 17 841006

E-mail address: permits@erpunicare.org

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

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

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

Licensing history of Charity/Collection Company

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

If 'Yes', who issued it? KATY GILLER - SENIOR LICENSING OFFICER
WE ARE NATIONAL KIDNEY FEDERATION UK COMMERCIAL PARTICIPATOR

What date was it granted? 16 / 11 / 2012

What licence number was it? HH0108

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

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

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

EAST NORTHAMPTONSHIRE
NOT ENOUGH SUPPORTING DOCUMENTS

Please use an extra sheet if required.

Applicants (Promoter) "Criminal Records" history

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

7.a. Have you ever been convicted of a criminal offence(s), or received any police cautions warnings or reprimands? etc, (If you answer YES to this question give details in the box below.)

Yes

☐

No

☒

7.b. If you are waiting to hear about any prosecution enter the court name hearing the case:

If known give date of future court hearing date:

Date of conviction(s)	Details of Offence(s) and Conviction(s)	Sentence Or Penalty
/ /		
/ /		
/ /		
/ /		
/ /		
/ /	Use an extra sheet of paper if required	

This form is to apply for a house to house promoters collection permit. The permit, if granted, would allow the promoter to authorise collectors to collect from door to door for charitable purposes only. No collection for a charitable purpose may be made in this Local Authority area unless the promoter is an appropriately licensed promoter by this authority. (Or holds an exemption granted by the Secretary of State from obtaining a licence from this authority.)

The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the month preceding that in which it is proposed to commence any collection.

Declaration

I am aware that should a House to House Collection Licence be granted to me the collection must take place in strict compliance with the House to House Regulations, which I have read and fully understand.

I am aware that it is also necessary for me to submit a certified form of statement within at least 28 days of the collection having taken place.

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

Applicants
Signature



Date applicant signed form

/ /
10 October 2017

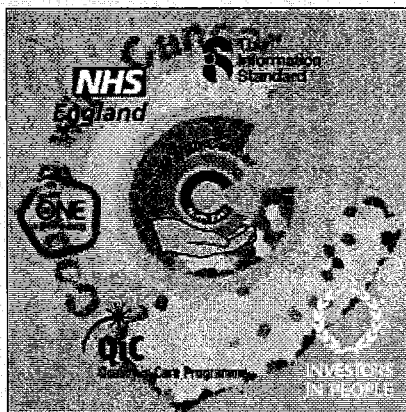
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About Us

Coping with Cancer North East is one of the most visible charities in the region.

Coping With Cancer North East celebrated 30 years as a charity in 2012. Founded as a support group it has grown to become one of the leading cancer charities in the region.

We support anyone who has been touched by cancer when it is most needed; at diagnosis, during treatment and in end of life situations.



[Coping With Cancer North East](#)

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Registered charity number 513820.

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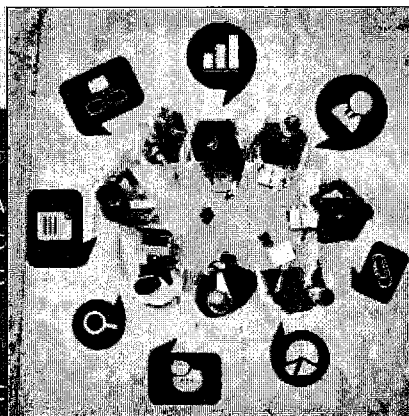
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Awards

We actively seek awards that help us to drive up the quality of the services we offer.

Coping with Cancer has been an Investor In People for 13 years, resubmitting to the standard successfully four times and in 2005 was one of the ten winners of the Glaxo Smith Kline Awards given nationally to the charities judged as the top health-related charities in the UK.

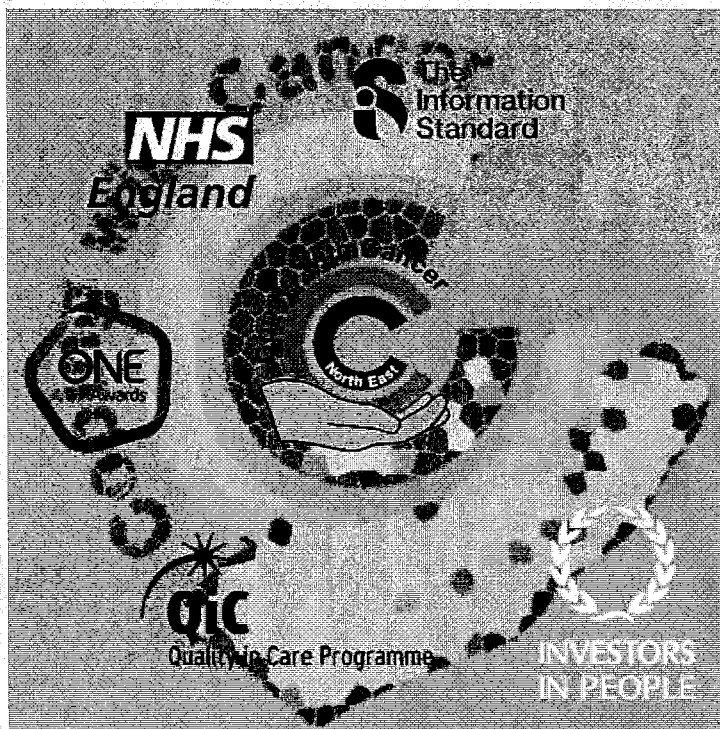
Investors In People - 2000, re-invested 2004, 2006 & 2013

NHS Quality in Care Oncology Award (Finalist) - 2012

Information Standard - 2011 & 2012

Volunteer of the Year, South Tyneside - 2003

GSK Impact Award Winner - 2000



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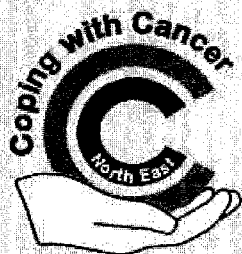
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The CWCNE Team

Coping with Cancer has no expensive buildings to maintain and employs only a small number of part-time staff. By keeping costs low, we are better able to provide support.

Minimising our running costs helps to keep us a value for money organisation. At least 75% of any funds given by the public, are spent helping us to deliver FREE services to those in need in the North East of England.

Members of the CWCNE core team are:

Dr Judith Woodruff - CEO

Angela Angus - Manager Complementary Therapy

Melissa Davies - Deputy Manager, North

Linda Baines - Area Manager Complementary Therapy, Sunderland

Jen Baynton - Area Manager Complementary Therapy, South Tyneside and Durham

Kerry Rundle - Counselling Manager

Tom Craig - Finance Officer
- Office Manager

Lesley Orchard - Fundraising Manager

Sarah Wilkes - Complementary Therapist



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Trustees

Our Trustees help us to manage the support we offer and provide direction and scope.

Our Trustees are:

Les Walton CBE - Chair

Sarah Carnegie - Vice Chair

David Hodgson - Treasurer

Fred Bamber

Jennifer Brown

Nadine Clark

Diane Greaves

Ann Hay

David Leigh

Kerry Rundle

Sarah Wilkes



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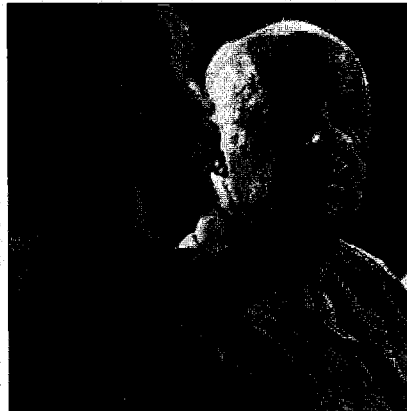
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How We Can Help You

We offer a range of free support services across the region.

Coping With Cancer North East offers a variety of services at different venues in the North East. The services are run by volunteers and are all free of charge to the users. Our services include:

- Acupuncture
- Complementary Therapy
- Counselling
- Palliative Care



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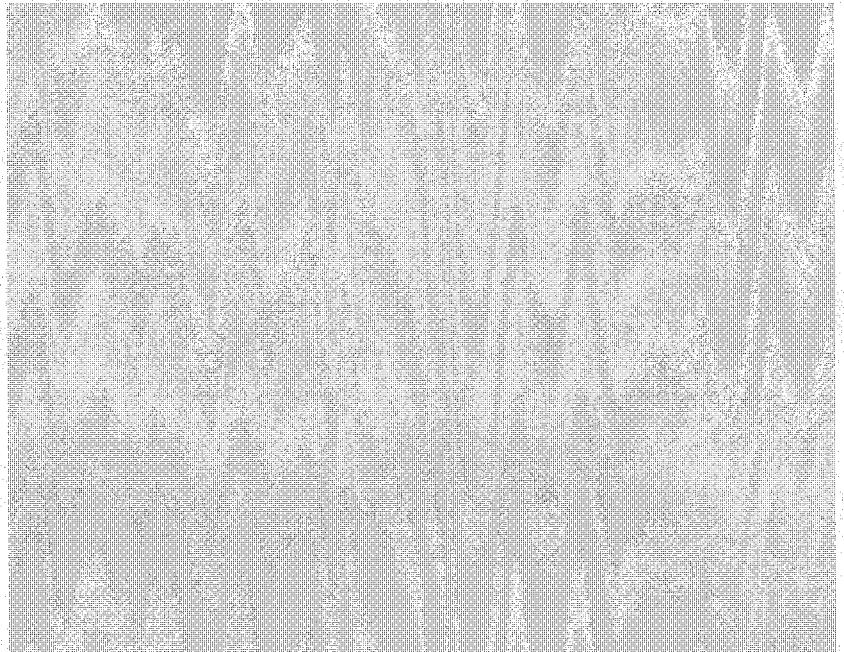
Complementary Therapies

Many cancer patients - and their families - find complementary therapies of great benefit.

We offer a wide range of therapies across the region including:

- **Body Massage** ... uses touch to relieve muscle tension and increase circulation. It could help you cope with stress.
- **Reflexology** ... is a specialised foot massage where pressure is placed on certain areas of the sole of the foot.
- **Indian head massage** ... involves different massage techniques concentrating on the neck, shoulder and scalp areas as well as gentle stimulation to pressure points on the face.
- **Reiki** ... is a whole body treatment where a practitioner gently places their hands in a series of non-intrusive positions on or near the body.
- **Aromatherapy** ... combines massage with the use of pure essential oils. Different oils have different effects on patient well-being.

It is important to note that complementary therapies are used in addition to prescribed medical treatment and not as an alternative.



You can find out more about providers offering complimentary treatments by clicking a location on the map.

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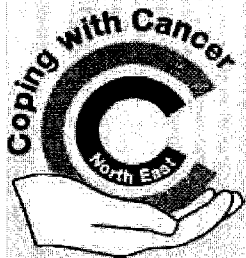
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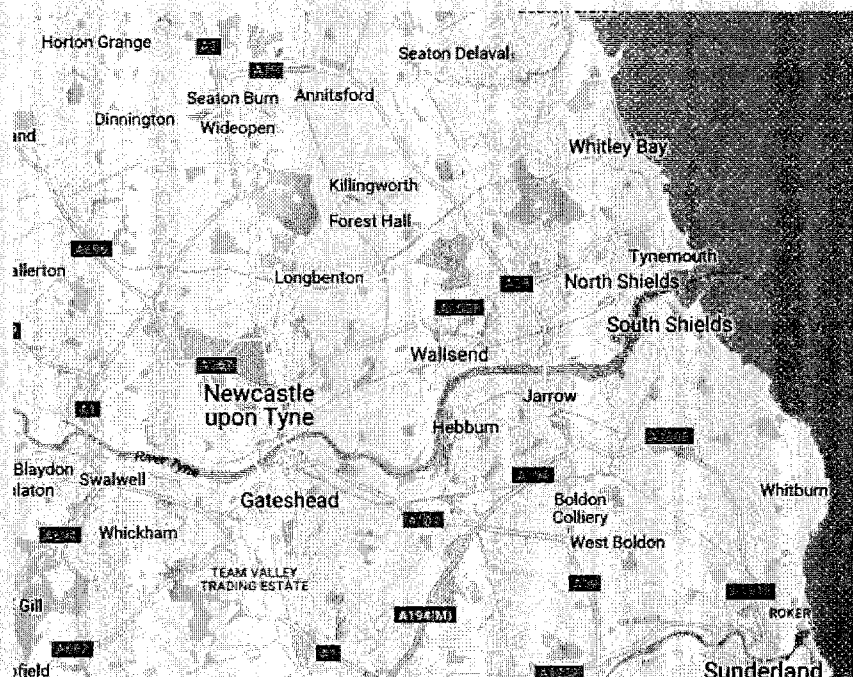
[Palliative Care](#)

Acupuncture

Derived from ancient Chinese medicine, acupuncture is a therapy that inserts fine needles into key sites in the body for therapeutic or preventative purposes.

Coping with Cancer North East offers auricular (ear) acupuncture to cancer patients. Acupuncture uses needles lightly inserted at key points on the body to send messages to the brain to release the body's natural pain-relieving substances.

More specifically we use auricular acupuncture to help reduce symptoms like profuse sweating which can be a side effect of hormone treatment for prostate or breast cancer.



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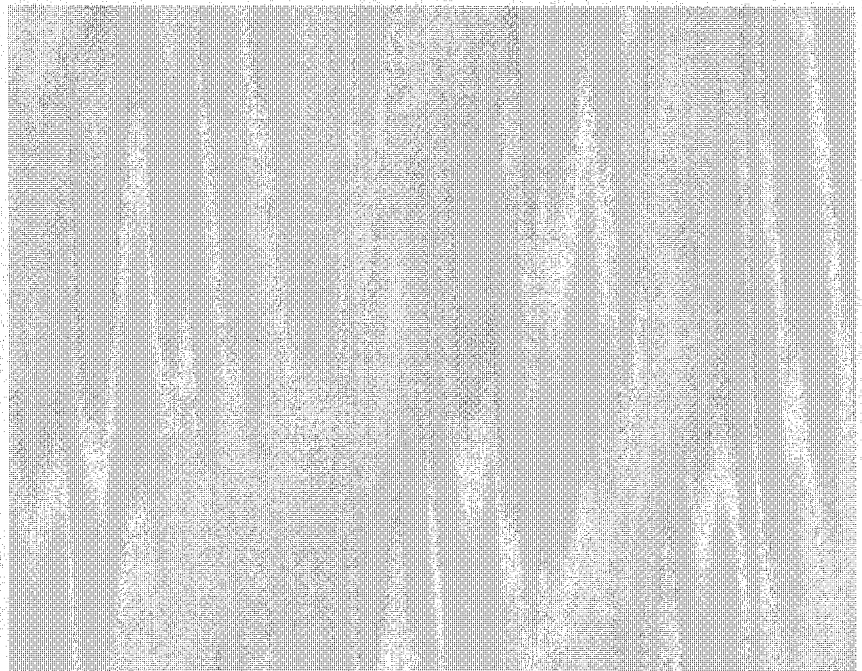
Palliative Care

Palliative care is about managing end of life scenarios in comfort and with dignity.

End of life care is support for people who are approaching death. It helps them to live as well as possible until they die, and to die with dignity. It also includes support for their family or carers.

If your illness is incurable, palliative care will make you as comfortable as possible by controlling symptoms as well as providing psychological, social and spiritual support for you and your family or carers.

For more information about palliative care, please refer to [NHS Choices](#)



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Counselling

Coping with Cancer North East offers a fully independent, confidential and free counselling service.

Counselling is often called talking therapy. It can be one-to-one, in a group, even over the phone or by email and many different techniques can be used.

Individual or group counselling provided by Coping with Cancer North East is a free service offered to cancer patients and their families, carers and friends. You will be given the time and space to express your feelings and emotions as well as being encouraged to look at a range of coping strategies.

bacp

British Association for
Counselling & Psychotherapy

The service is supervised
according to the British
Association
for Counselling and
Psychotherapy (BACP)

codes of practice. There is more information as well as a Find a Therapist feature on the BACP website.



Counselling Directory
Connecting you with professional support

The

Counselling Directory website offers access to a national database of accredited counsellors and psychotherapists as well as a detailed library of factsheets.

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COPING WITH CANCER - NORTH EAST

REFERENCE AND ADMINISTRATIVE INFORMATION

YEAR ENDED 31 MARCH 2016

PATRONS

Rt Hon Sir Alan Beith MP, Olive Griffiths MEd, FRCS and Her Grace The Duchess of Northumberland.

EXECUTIVE COMMITTEE

Leslie Howard Walton CBE	Chairman
Sarah Carnegie	Vice Chair
David Hodgson MBE	Treasurer
Fred Bamber	
Jennifer Brown	(resigned April 2015)
Nedine Clark	(elected September 2016)
Stefley-Anne Emmerson	
Diane Greaves	(resigned June 2016)
Aun Hay	(elected September 2016)
Samantha Hague	
David Leigh	(resigned September 2016)
John Brian Ogglethorpe	(elected September 2016)
Helen Storey	(resigned June 2016)
Sarah Wilkes	

SECRETARY TO EXECUTIVE COMMITTEE

Dr Judith Woodruff

CHIEF EXECUTIVE

Dr Judith Woodruff

Registered Office and Principal Office

Coping with Cancer-North East, The Medical Suite, Cobalt Business Exchange, Cobalt Park Way, Newcastle upon Tyne, NE28 9NZ

Independent Examiner

Ryecroft Glenilton, 32 Portland Terrace, Newcastle upon Tyne, NE2 1QP

Bankers

Lloyds Bank, 102 Grey Street, Newcastle upon Tyne, NE1 6AG

Solicitors

Robert Scott, 16 Clifford Road, Stanley, Co. Durham, DH9 0AB

Investment Managers

Joe Jobling Wealth Management Ltd (Partner Practice of St. James's Place Wealth Management) One Trinity Gardens, Broad Chare, Newcastle upon Tyne, NE1 2HF

COPING WITH CANCER - NORTH EAST
REGISTERED CHARITY NO. 513820

REPORT AND

FINANCIAL STATEMENTS

YEAR ENDED 31 MARCH 2016

**COPING WITH CANCER - NORTH EAST
EXECUTIVE COMMITTEE REPORT
YEAR ENDED 31 MARCH 2016**

The Executive Committee present their report together with the financial statements of the charity for the year ended 31 March 2016.

STRUCTURE, GOVERNANCE AND MANAGEMENT

Governing Documents

Coping with Cancer - North East is governed by its constitution adopted 17 March, 1983. The Association is registered as a charity No. 513820.

The constitution established the objects and powers of the Association and under the constitution, members of the Executive Committee are elected at the AGM on an annual basis. The Executive Committee may co-opt further members between AGM's provided that the total number of co-opted members shall not exceed one-third of the total members of the committee.

Recruitment and Appointment of Executive Committee Members

Coping with Cancer - North East's governing body is the Voluntary Executive Committee who are all paid up subscribing members of the Association. The members who held office during this financial year and at the date of this report are set out on page 1. The Executive Committee do not receive any remuneration. Where claimed, expenses are reimbursed.

We aim to appoint members with wide ranging experience and expertise that they can offer for the benefit of the Association, from business, marketing, education and from within the ranks of those who carry out volunteer tasks for the Association. Potential Executive Committee members are invited to meet with a panel of committee members together with the Chief Executive to discuss the Association's aims and objectives, their responsibilities as Executive Committee members, ensure that there are no conflicting interests and answer any questions. Potential members are invited to attend Executive Committee meetings and visit and view activities of the Association before finally being co-opted to the Committee.

The above procedure is in place not withstanding that any paid-up subscribing member of the Association may be nominated for approval at or elected by ballot at an AGM.

Management Structure

The Executive Committee are responsible for the strategic direction and policies of the Association and are actively involved with the Chief Executive in monitoring performance against key indicators set out in the business plan. The Executive Committee have initiated a policy review group to monitor, revise and approve all of the Association's policies.

The Chair of the Executive Committee provides supervision and support for the Chief Executive who has responsibility for the day to day running of the Association. The Chief Executive, the Manager for Complementary Therapy Services and the Finance Officer submit reports to and attend meetings of the Executive Committee.

Risk Management Strategy

A risk management strategy is in place through which the Executive Committee seeks to minimise those risks which may impact upon the Association, its activities, employees, volunteers and service users. To this end the Executive Committee review the Association's policies annually, covering amongst others, finance, information technology, data protection, publicity and media, health and safety, counselling guidelines and volunteer agreements.

**COPING WITH CANCER - NORTH EAST
EXECUTIVE COMMITTEE REPORT - CONTINUED
YEAR ENDED 31 MARCH 2016**

OBJECTIVES AND ACTIVITIES

Objectives

The objectives are to support the mission statement of the organisation which is "To share experiences and strategies which help people cope with cancer".

The Executive Committee administer the funds and income of the Association to apply them to relieve the distress and suffering and to preserve the health, both physical and mental, of cancer patients and those in need of palliative care in the cancer community within the area of Tyne and Wear and Northumberland and in other areas as the Association may from time to time determine. This community includes the families and carers of patients.

Activities

Coping with Cancer - North East furthers its purposes for public benefit by directing its charitable activities toward the relief of those in need through the provision of emotional support, practical help and information. Emotional support is provided through one to one and group counselling and practical help through the provision of complementary therapies as an aid to stress relief and through the opportunity to share experiences whilst information is given via leaflets available in hospitals throughout the North East. These activities and in particular the continued growth in the provision of complementary therapies to the cancer community, all fit within these aims of the charity. The Trustees confirm that they have referred to the Charity Commission's guidance on public benefit when reviewing the Trust's aims and objectives and in planning future activities.

Complementary Therapy and Auricular Acupuncture sessions are being delivered at hospitals and hospices throughout the North East for the benefit of cancer patients and their carers.

The success of the service in The Intensive and Critical Care Unit at Sunderland Royal Infirmary has been followed by the pilot introduction of auricular acupuncture looking to combat depression and enhance the 'feel good factor' in those patients who are close to or who have been discharged. If this study is successful, auricular acupuncture will be offered as a permanent service to patients preparing for discharge and return to the community.

Counselling has long been an important activity for the charity and we have we have continued to recruit new counsellors and offer placements to students from local FE Colleges.

Information provision of a standard applicable to both its status as a health related charity and its commitment to ensuring that the information it provides is accurate, clear and informative, is evidenced through maintenance of the 'Information Standard' in respect the charity's four major leaflets.

Drop-in and Support Groups have for several years seen steady closure as clients turn to other means of communicating and accessing the support they need. Our last Drop-in at Stanley Health Centre closed this year but volunteers and service users decided they would continue to meet monthly for social activities and provide support for newly diagnosed clients in the area on a 'one to one' basis. We are grateful for the dedication of these volunteers who maintained the service at Stanley for many years and for the new role they have taken.

Training is on-going as this is an essential factor in the continuing effectiveness of the charity. One counsellor obtained her Supervision Diploma which enables the charity to benefit financially as we can now offer those supervision sessions which are necessary for the safe delivery of counselling, in house and at a reduced cost. We continue to support the personal development of our therapists through financing the membership of our volunteers and staff with the 'Federation of Holistic Therapists' and offering in-house training where appropriate.

Plans for next year include a continuation of training programs upskilling our volunteers with the introduction of an NVQ Level 2 course in 'Psychological Support for Cancer Patients and their Carers' which will become a mandatory qualification for all of our volunteer counsellors. The offer of an NVQ Level 3 qualification in acupuncture will be extended to a Level 3 in other therapies such as Reflexology.

COPING WITH CANCER NORTH - EAST

EXECUTIVE COMMITTEE REPORT - CONTINUED

YEAR ENDED 31 MARCH 2016

ORGANISATION

The staff team continue to meet on a regular basis and bring information to the Executive Committee in the form of written and verbal reports. The Chief Executive, the Manager of Complementary Therapy Services, the Finance Officer and from time to time, other staff members attend the Executive Committee meetings to allow the Trustees an opportunity for information exchange.

During the year there were two changes in the Staff Team. Win Bagnall retired and the vacant post 'Manager of Complementary Therapy' was taken up by new recruit Angela Angus. Nadine Clark retired and the vacant post 'Manager of Counselling Services' was filled by the promotion of Kerry Rundle, a staff member of the counselling team.

FINANCIAL REVIEW

Income for the year at £144,820 (previous year £156,088) was exceeded by expenditure of £146,168 (previous year £116,502) resulting in a net deficit of £1,348 before investment losses of £1,912 (previous year surplus £39,586). The overall deficit of £3,260 reduced total reserves to £185,013 of which free reserves at £183,554 provide 15 months expenditure cover.

Grants for care funding from Clinical Commissioning Groups totalling £31,355 (previous year £36,737) represent 22% of total income and comprise £12,774 from South Tyne and Wear CCG, £13,860 from Newcastle Gateshead CCG and £4,721 North Tyne and Wear CCG. Newcastle Gateshead CCG represents the merging of Newcastle North & East, Newcastle West and Gateshead CCG. Funding from Gateshead CCG ceased at 31st October 2015 and is the main reason for the year on year reduction of £5,382.

Income from grants under contract for Complementary Therapy and Articular Acupuncture Services provided by the charity, totalling £32,800 (previous year £36,250) and represented 23% of total income. We gratefully acknowledge grants from Sunderland City Hospitals totalling £23,500 comprising £7,000 sourced by The Tracy Crivell Foundation and £17,000 from the 'Head and Neck Patients' fund which continue to support delivery of complementary therapy and articular acupuncture services, plus a grant of £6,500 supporting delivery of these services within the MacMillan Information & Support Centre in Sunderland and a second year grant of £3,000 for complementary therapies offered to patients of the Intensive and Critical Care Unit in Sunderland. We also thank the Patience Fund at The North Tyne and Wear General Hospital at Rake Lane for two grants each of £1,250 in support of acupuncture clinics for men and women. We thank St Clare's Hospice in Jarrow for their grant of £6,000 and their continuing support for the provision of complementary therapies to 'day patients' and 'bedded unit patients' at the hospice.

Fundraising income of £76,629 (previous year £77,496) representing 53% of total income, included £68,479 (previous year £66,051) from the 'doorstep collection' of unwanted clothing etc. organised through 'Unicare' and £4,406 (previous year £10,350) from sponsored runners representing our charity in the 2015 Great North Run.

Donations totalling £3,118 include £1,250 from The W. A. Handley Trust, a donor for several years whom we gratefully acknowledge together with a thank you for all other receipts from donors.

Expenditure during the year at £146,168 exceeded the previous year expenditure by £29,666. Additional expenditure is primarily that borne in coping with increased demand for services as reflected in costs of salaries, fees and reimbursed expenses at a total of £99,755 compared with £78,936 in the previous year i.e. an increase of £20,819. We also updated the charity website at a cost of £2,820 and bore investment management fees of £5,000 on transfer of £100,000 from Bank and Building Society deposits to medium risk unit trusts held within a Wealth Account at St. James' Place Wealth Management.

COPING WITH CANCER NORTH - EAST

EXECUTIVE COMMITTEE REPORT - CONTINUED

YEAR ENDED 31 MARCH 2016

RESERVES POLICY

The Executive Committee have established a policy whereby the unrestricted funds not committed or invested in fixed assets (free reserves) held by the Association, should, ideally represent at least 12 months of total resources expended. Such a level of reserve would provide a buffer to offset the temporary loss of a major source of funding whilst maintaining effective management and administration of the Association. These reserves also provide working capital to enable development of service provision.

Based on the above, the target reserves would have been £146,168. Actual free reserves of £183,554 including investments of £93,088 represent 126% of target.

DONATIONS

The Association does not make donations. Income for the Association and its subsequent expenditure is for the purpose of support to cancer patients and their families. This help and support is given at no cost to the recipients.

EXECUTIVE COMMITTEE RESPONSIBILITIES IN RELATION TO THE FINANCIAL STATEMENTS

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

The law applicable to charities in England and Wales requires the Executive Committee to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the charity and of the income, resources and application of resources of the charity for that period. In preparing these financial statements, the Executive Committee are required to:

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the Charities SORP;
- make judgements and accounting estimates that are reasonable and prudent;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the charity will continue in operation.

The Executive Committee are responsible for keeping proper accounting records that are sufficient to show and explain the charity's transactions and disclose with reasonable accuracy at any time the financial position of the charity and enable them to ensure that the financial statements comply with the Charities Act 2011, the Charity (Accounts and Reports) Regulations 2008 and the provisions of the trust deed. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

This report was approved by the Executive Committee on 6th January 2017 and signed on their behalf by:

L. H. Walton CBE
Chairman



INDEPENDENT EXAMINER'S REPORT TO THE EXECUTIVE COMMITTEE OF

COPING WITH CANCER - NORTH EAST

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I report on the accounts of the Association for the year ended 31 March 2016, which are set out on pages 7 to 14.

This report is made solely to the charity's Executive Committee, as a body, in accordance with Section 145 of the Charities Act 2011 and regulations made under section 154 of that Act. My work has been undertaken so that I might state to the charity's Executive Committee those matters I am required to state to them in an Independent Examiner's Report and for no other purpose. To the fullest extent permitted by law, I do not accept or assume responsibility to anyone other than the charity and the charity's Executive Committee as a body, for my work, for this report, or for the opinions I have formed.

Respective responsibilities of Executive Committee and examiner

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

The charity's Executive Committee consider that an audit is not required for this year under section 144(2) of the Charities Act 2011 (the 2011 Act) and that an independent examination is needed.

It is my responsibility to:

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

Basis of independent examiner's statement

My examination was carried out in accordance with General Directions given by the Charity Commission. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts, and seeking explanations from you as Executive Committee concerning any such matters. The procedures undertaken do not provide all the evidence that would be required in an audit, and consequently no opinion is given as to whether the accounts present a 'true and fair view' and the report is limited to those matters set out in the statement below.

Independent examiner's statement

In connection with my examination, no matter has come to my attention:

1. which gives me reasonable cause to believe that, in any material respect, the requirements:
 - to keep accounting records in accordance with section 130 of the 2011 Act; and
 - to prepare accounts which accord with the accounting records and comply with the accounting requirements of the 2011 Act; have not been met; or
2. to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached.

Detlev Anderson

DETLEV ANDERSON FCA

RYECROFT GLENTON
Chartered Accountants
Registered Auditors
32 Portland Terrace
Newcastle upon Tyne
NE2 1QP

7th January 2017

COPING WITH CANCER - NORTH EAST

STATEMENT OF FINANCIAL ACTIVITIES

YEAR ENDED 31 MARCH 2016

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	Notes	Unrestricted funds	Restricted funds	Total 2016	Total 2015
INCOME FROM:		£	£	£	£
Donations and legacies	2	3,118	-	3,118	4,774
Charitable activities	3	64,155	-	64,155	72,987
Fundraising activities	4	76,629	-	76,629	77,496
Investments	5	121	-	121	166
Other	6	797	-	797	665
TOTAL INCOME		144,820	-	144,820	156,088
EXPENDITURE ON:					
Raising funds		30,338	-	30,338	23,480
Charitable activities		115,830	-	115,830	92,022
TOTAL EXPENDITURE	7	146,168	-	146,168	116,502
NET INCOME / (EXPENDITURE)		(1,348)	-	(1,348)	39,586
GAINS / (LOSSES) ON INVESTMENT ASSETS		(1,912)	-	(1,912)	-
NET MOVEMENT IN FUNDS		(3,260)	-	(3,260)	39,586
TOTAL FUNDS BROUGHT FORWARD AT 1 APRIL 2015		187,993	280	188,273	148,687
TOTAL FUNDS CARRIED FORWARD AT 31 MARCH 2016		184,733	280	185,013	188,273

The Statement of Financial Activities includes all gains and losses recognised in the year. All incoming resources and resources expended derive from continuing activities.

BALANCE SHEET

AS AT 31 MARCH 2016

	Notes	2016	2015
		£	£
FIXED ASSETS			
Intangible fixed assets	10	1,179	1,444
Investments	11	93,088	-
		94,267	1,444
CURRENT ASSETS			
Building society		35,597	55,475
Bank and cash in hand		42,010	120,127
Debtors and prepayments	12	21,221	22,767
		98,828	198,369
LIABILITIES: amounts falling due within one year:			
Creditors	13	(8,082)	(11,540)
NET CURRENT ASSETS		90,746	186,829
NET ASSETS		185,013	188,273
RESERVES			
Restricted funds		280	280
Unrestricted funds		184,733	187,993
	14	185,013	188,273

These financial statements have been prepared in accordance with the Financial Reporting Standard for Smaller Entities (effective January 2015).

The financial statements were approved by the Executive Committee and signed on their behalf on **6th January 2017**

L.H. WALTON CBE - CHAIRMAN

D. HODGSON MBE - HONORARY TREASURER

The notes on pages 9 to 15 form part of these accounts.

NOTES TO THE ACCOUNTS

YEAR ENDED 31 MARCH 2016

1. ACCOUNTING POLICIES

1.1 Basis of preparation

The financial statements have been prepared in accordance with Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard for Smaller Entities published on 16 July 2014, the Financial Reporting Standard for Smaller Entities (effective January 2015) and the Charities Act 2011 and applicable regulations.

The accounts are prepared on the going concern basis. The Executive Committee have a reasonable expectation that the charity will continue to receive funding to enable it to continue its charitable activities for the foreseeable future. They continue to believe the going concern basis of accounting appropriate in preparing the annual financial statements.

1.2 Incoming resources

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

Voluntary income is received by way of grants and donations and is included in full in the Statement of Financial Activities when receivable. Grants, where entitlement is not conditional on the delivery of a specific performance by the charity, are recognised when the charity becomes unconditionally entitled to the grant. Grants received where conditions specified by the donor have not yet been met by the charity or where the donor has specified the time period in which the expenditure of resources can take place are deferred and recognised over the time period specified by the donor.

1.3 Resources expended

All expenditure is accounted for on an accruals basis.

Expenditure within charitable activities includes all costs incurred in the sharing of experiences and strategies which help people cope with cancer and includes costs that can be allocated directly to these activities and those costs of an indirect nature necessary to support them.

Some consultants and staff spend time not only on the charitable activities of the organisation but also in generating voluntary income, general fundraising and governance. Their costs have been directly allocated to these activities using the best estimate of the relative time spent by these individuals.

Governance costs are those costs associated with the constitutional and statutory requirements of the charity.

Support costs are all costs that cannot be directly allocated to a charitable activity. They include all costs incurred by the Charity's Head Office Support Unit comprising management and administration, finance, information technology and human resources. Support costs are apportioned between the activities of the charity on a basis consistent with the use of the resources.

1.4 Accumulated funds

Unrestricted funds are donations and other incoming resources receivable or generated for the objects of the charity without further specified purpose and are available as general funds. Restricted funds arising from grants are subject to specific conditions by donors as to how they may be used. Funds received from fundraising activities may also be restricted, depending upon the purpose for which the funds were raised. The purposes and uses of the restricted funds are set out in the Executive Committee report and notes to the accounts.

COPING WITH CANCER - NORTH EAST

NOTES TO THE ACCOUNTS - CONTINUED

YEAR ENDED 31 MARCH 2016

ACCOUNTING POLICIES - Continued

1.5 Tangible fixed assets

Tangible fixed assets are stated at cost less depreciation. Depreciation is provided at 33 1/3% straight line in order to write off the cost less estimated residual value of each asset over its expected useful life.

1.6 Taxation

As a registered charity, the charity benefits from rates relief and is exempt from direct tax on its charitable activities but not from VAT. Irrecoverable VAT is included in the costs of those items to which it relates.

1.7 Pension costs

The charity operates a defined contribution pension scheme. The charity has no liability under the scheme other than for payment of those contributions to an independently administered fund.

2. INCOME FROM DONATIONS

Donations, gifts and collections

	2016	2015
£	£	£
3,118	4,774	

3. INCOME FROM CHARITABLE ACTIVITIES

Grants provided for core funding
Grants under contracts for advice and information,
outreach work, training and other services

	2016	2015
£	£	£
31,355	36,737	
32,800	36,250	
64,155	72,987	

4. INCOME FROM FUNDRAISING ACTIVITIES

Doorstep 'Rag Bag' collection
Great North Run
Other fundraising activities

	2016	2015
£	£	£
68,479	66,051	
4,466	10,356	
3,684	1,089	
76,629	77,496	

5. INVESTMENT INCOME

Bank interest receivable

	2016	2015
£	£	£
121	166	
121	166	

6. OTHER INCOME

Membership
Training courses - fees from participants

	2016	2015
£	£	£
427	345	
370	320	
797	665	

COPING WITH CANCER - NORTH EAST

NOTES TO THE ACCOUNTS - CONTINUED

YEAR ENDED 31 MARCH 2016

7. EXPENDITURE

Total expenditure is analysed as follows:-

	Staff Costs Including Training £	Staff, Volunteers and other Expenses £	Office, IT Finance and Communications £	Accommodation Insurance and Depreciation £	Support Costs as allocated £	2016 Total £	2015 Total £
Expenditure on Charitable Activities - relief, counselling, and therapies	56,961	13,852	-	-	45,017	115,830	93,022
Expenditure on raising funds:							
Voluntary income	8,427	-	-	-	1,134	9,561	9,123
Fundraising	8,428	6,215	-	-	1,134	15,777	14,357
Investment management	-	-	5,000	-	-	5,000	-
Support costs	14,952	-	14,121	18,212	(47,285)	-	-
TOTAL EXPENDITURE	88,768	20,067	19,121	18,212	-	146,168	116,502

Included within expenditure are accountant's fees for independent examination of £2,754 (2015: £2,487) and for payroll and other services of £541 (2015: £538).

In addition to the accountant's fees, there are £754 of other governance costs relating to other constitutional matters included within expenditure above (2015: £724).

COPING WITH CANCER - NORTH EAST

NOTES TO THE ACCOUNTS - CONTINUED

YEAR ENDED 31 MARCH 2016

8. STAFF COSTS

	2016	2015
	£	£
Salaries and co-ordinators and sessional workers' fees	85,229	66,803
Social security costs less employment allowance	-	-
	85,229	66,803

During the year the charity employed an average of nine members of staff which is the equivalent of four full time employees (2015: three).

No employee received emoluments in excess of £60,000.

9. TRUSTEES EXPENSES

No Trustees received remuneration or expenses in connection with their duties as a Trustee (previous year: none).

10. TANGIBLE FIXED ASSETS (office equipment and furniture)

	£
Cost	
At 1 April 2015	6,584
Additions during the year	979
Disposals	(1,251)

At 31 March 2016

6,312

Depreciation

	£
At 1 April 2015	5,140
Charge for year	757
Disposals	(764)

At 31 March 2016

5,133

Net book value

	£
At 31 March 2016	1,179
At 1 April 2015	1,444

11. FIXED ASSETS INVESTMENTS

	2016	2015
	£	£
Opening balance at 1 April 2015	-	-
Purchases	100,000	-
Investment management fees	(3,000)	-
Unrealised loss	(1,912)	-
Closing balance at 31 March 2016	95,088	-

Fixed asset investments are listed unit trusts managed by St James' Place Wealth Management.

COPING WITH CANCER - NORTH EAST

NOTES TO THE ACCOUNTS - CONTINUED

YEAR ENDED 31 MARCH 2016

12. DEBTORS AND PREPAYMENTS

	2016	2015
	£	£
Prepayments and accrued income	21,221	22,767

13. CREDITORS

	2016	2015
	£	£
Tax and social security	561	435
Accruals and deferred income	7,521	11,105
	8,082	11,540

14. STATEMENT OF FUNDS

	Balance at 1.4.15	Income	Expenditure	Gains/ (losses)	Balance at 31.3.16
	£	£	£	£	£
Unrestricted funds					
General funds	187,993	144,820	(146,168)	(1,912)	184,733
Restricted funds					
The Trusthouse Charitable Foundation	280	-	-	-	280
Total funds	188,273	144,820	(146,168)	(1,912)	185,013

The income funds of the charity include restricted funds, augmented by the use of unrestricted funds, which comprise donations and grants held on trusts to be applied for specific purposes.

15. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Fixed assets	Current assets	Current liabilities	Total net assets
	£	£	£	£
Restricted funds				
The Trusthouse Charitable Foundation	-	280	-	280
Unrestricted funds				
General funds	94,267	98,548	(8,082)	184,733
Total funds	94,267	98,828	(8,082)	185,013

COPING WITH CANCER - NORTH EAST
NOTES TO THE ACCOUNTS - CONTINUED

YEAR ENDED 31 MARCH 2016

15. RELATED PARTY TRANSACTIONS

There are no related party transactions to disclose.

16. CONTROL

There is no controlling party.

17. OPERATING LEASE COMMITMENTS

At 31 March 2016 the charity had annual commitments under non-cancellable operating leases as follows:

	2016	2015
EXPIRY DATE:	£	£
Within 2-5 years	15,574	15,574

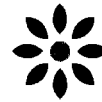
Please help us make a difference



Founded in 2012 as a support group Coping with Cancer NE has grown to become one of the leading cancer charities in the region.



This bag collection service is provided by Unicare Ltd and we are proud to announce that they have raised over £400,000 for us. The money, generated from your generous donations, will enable us to provide several essential support services including complimentary therapy, counselling, palliative care and support at the cancer unit in the Great North Children's Hospital.



THANK YOU

www.copingwithcancer.org.uk



Coping with Cancer North East, Charity No.513820, Registered in England and Wales.
Unicare Ltd., Company Reg. No. 05744027



This fundraising initiative is carried out by Unicare Ltd., our commercial participant.

Every effort will be made to raise at least £80,000 per year, using this bag collection service.

Your generous donations will help make a difference to anyone affected by cancer. We provide a variety of caring services, supporting families and patients throughout their personal cancer journey.

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

www.copingwithcancer.org.uk

If your bag has not been picked up on the
marked collection day between 8am-6pm
you can contact us on Freephone

0333 6666 777

lines open 8am-5pm
or email us on

support@unicaremail.co.uk

We will try to have your bag collected
on the next working day if a collector is nearby.

Please kindly donate:

- Clean, good quality clothing
- Paired shoes
- Handbags
- Belts
- Costume jewellery
- Perfumes
- Bric-a-Brac

Your bag will be collected on:



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

Coping with Cancer North East, Charity No.513820, Registered in England and Wales.
Unicare Ltd., Company Reg. No. 05744027

DATED October 2014

Coping with Cancer North East

- and -

UNICARE LIMITED

COMMERCIAL PARTICIPATOR AGREEMENT

Wrigleys Solicitors LLP
19 Cookridge Street
Leeds LS2 3AG

Tel: 0113 244 6100
Fax: 0113 244 6101

THIS AGREEMENT is made AS A DEED
BETWEEN:

- (1) Les Walton of 40 Towers Avenue, Jesmond, Newcastle NE2 3QE
- (2) Sarah Carnegie of 32 Queens Road, Jesmond, Newcastle, NE2
- (3) David Hodgson of 17 Howard Street, North Shields, Newcastle NE30 1AF
- (4) Jennifer Brown of 39 Firtree Cres, Forest Hill, Newcastle, NE12 7JU
- (5) Nadine Clark of 23 Weymouth Gdns, Low Fell, Gateshead NE9 6TU
- (6) Sarah Wilkes of 11 Albatross Way, South Beach Blythe, Northumberland NE24 3QH
- (7) Fred Bamber of 10 Goldsborough Court, Wingate, County Durham, TS28 5PR
- (8) Diane Walton of 40 Towers Avenue, Jesmond, Newcastle upon Tyne NE2
- (9) Ann Hay of 20 Hampton Drive, Felling, Gateshead NE10 9EP

as trustees of Coping with Cancer North East a charitable unincorporated association established by a constitution dated 17 March 1983 as amended 19 May 1987, 5 June 1995, 11 May 1998, 7 February 2000 and 23 May 2002, a charity registered in England and Wales with registered charity number 513820 (the "Charity"); and

- (10) Unicare Limited (Company Number 05744027) whose registered office is at Princes Exchange, Princes Square, Leeds, LS1 4HY and whose trading address is at Unit 8 Acorn Business Park, Killingbeck Drive, Leeds, LS14 6UF ("Unicare").

BACKGROUND

- 1 The Charity's objects are to relieve distress and suffering among cancer patients, their families and friends throughout North East England by providing information, emotional support and practical help. Unicare is a commercial company whose business is the collection, sale and recycling of textiles.
- 2 The Charity is permitted to use and license the Mark (as defined below) as described in the Intellectual Property Licence.

3 Unicare wishes to use the Mark in the Territory (as defined below) in relation to the Licensed Products (as defined below), for the purpose of collecting textiles from the public for sale and recycling.

4 The Charity has agreed to grant Unicare a licence to use the Mark in relation to the Licensed Products, and Unicare has agreed to make payments to the Charity on the terms set out in this Agreement.

5 Two of the trustees of the Charity are authorised under a general authority given pursuant to section 82 of the Charities Act 1993 to execute this Agreement on behalf of the Trustees.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this Agreement.

"Commencement Date" means the date on which this agreement is executed by both parties.

"Donations" means the fixed fees to be paid by Unicare to the Charity during the Term as set out in Schedule 2.

"Force Majeure" means any circumstances not foreseeable at the date of this agreement and not within the reasonable control of the party in question including, without limitation, strikes, lockouts, shortages of labour or raw materials, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

"Intellectual Property Licence" means the Licence made on or about the date hereof, a copy of which is annexed hereto.

"Licensed Products" means any plastic bag and/or leaflet that is distributed by Unicare under or by reference to the Mark pursuant to clause 2 of this Agreement, together with such other products as may be agreed in writing between the parties from time to time.

"Mark" means the logo permitted to be used by the Charity as described in the Intellectual Property Licence which is to be used under this Agreement and which is set out in Schedule 1.

"Services Commencement Date" means [], being the date on which Unicare intends to commence distribution of the Licensed Products (or such earlier or later date as the parties agree).

"Term" means the term of this agreement, being the period beginning on the Commencement Date and ending on the date of termination in accordance with clause 1.4.

"Territory" means the United Kingdom.

1.2 References to this Agreement or to any other agreement or document referred to in this Agreement mean this Agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time and include the schedules.

1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this Agreement. A reference to a paragraph is, unless otherwise stated, a reference to a paragraph of the schedule in which the reference appears.

1.4 Clause and schedule headings do not affect the interpretation of this Agreement.

1.5 Each of the schedules shall have effect as if set out in this Agreement.

2 LICENCE

2.1 The Charity grants to Unicare a non-exclusive licence to use the Mark in the Territory with regard to the distribution of the Licensed Products for the duration of the Term, subject to the provisions of this Agreement.

2.2 It is acknowledged and agreed that Unicare is a "commercial participant" of the Charity as defined in section 58(1) of the Charities Act 1992.

2.3 The relationship between the Charity and Unicare which is formalised by this Agreement has as its principal objectives:

2.3.1 that the Charity will receive the Donations;

2.3.2 that the Charity will benefit from increased goodwill associated with the Mark; and

2.3.3 that Unicare will, by the use of the Mark on the Licensed Products, increase its turnover and profits.

3 APPLICATION OF THE MARK

3.1 The Charity and Unicare will work together in good faith to agree specifications for the form and manner of the application of the Mark to the Licensed Products, with a view to reaching agreement on such specifications as soon as practicable after the Commencement Date and no later than one calendar month prior to the Services Commencement Date. Unicare will comply with all reasonable requests from the Charity in this regard. All Licensed Products shall comply with such agreed specifications regarding the form and manner of the application of the Mark. In the event that agreement has not been reached as to such specifications prior to the date falling one calendar month prior to the Services Commencement Date, Unicare may apply the Mark to the Licensed Products in such form and manner as it sees fit, provided that such form and manner is in compliance with the law.

3.2 [Unicare shall display the Charity's website address on all Licensed Products.]

3.3 Subject to clause 3.4, apart from the Mark, no other trade mark or logo may be included on the Licensed Products in any form.

3.4 Unicare may use its own trade marks or logos and its own trade name on the Licensed Products.

4 TITLE AND GOODWILL

4.1 Unicare acknowledges that the Charity is permitted to use and license the Mark.

4.2 Any goodwill derived from the use by Unicare of the Mark shall accrue to the Charity.

5 TRADE MARK REGISTRATIONS

5.1 Unicare shall not apply for, or obtain, registration of the Mark in the Territory in respect of any trade mark class.

5.2 The Unicare shall not apply for, or obtain, registration of any trade or service mark in the Territory which is (in the reasonable opinion of Unicare) confusingly similar to the Mark.

6 DUTIES OF THE PARTIES

6.1 Unicare shall not do, or omit to do, anything to diminish the rights of the Charity to use the Mark nor the rights of the owner of the Mark (as described in the Intellectual Property Licence.

6.2 Unicare will take all reasonable steps to ensure that its advertising and marketing of Licensed Products shall not be likely to reduce or diminish the reputation, image and prestige of the Mark. The Charity will not take any steps which are likely to reduce or diminish the reputation, image and prestige of Unicare.

6.3 The Charity warrants, represents and undertakes to Unicare that it is permitted to use and license the Mark on the terms of this Agreement, and that it will remain so for the duration of the Term, and that it has all necessary authority, powers and capacity to enter into and perform this Agreement.

7 DONATIONS

Unicare undertakes during the Term to pay the Donations to the Charity in the manner as set out in Schedule 2, provided that at the time of payment the Charity is not in breach of the terms of this Agreement.

8 QUALITY CONTROL AND APPROVAL PROCEDURES

8.1 Unicare shall, prior to the Services Commencement Date, provide to the Charity a sample of the type of plastic bag that it intends to use for the Licensed Products.

8.2 If at any time during the Term the Charity is not satisfied with the methods of distribution being utilised by Unicare, it shall give written notice of its concerns to Unicare. If Unicare, in its reasonable opinion, believes that the Charity's objection is reasonable, it will take all reasonable steps to alter its methods of distribution to address the Charity's concerns.

9 COMPLIANCE WITH APPLICABLE LAWS

Each Licensed Product shall comply in all material respects with all applicable laws and regulations in England and Wales from time to time.

10 INDEMNITY

10.1 Subject to clause 10.2, Unicare shall indemnify the Charity against all claims, liabilities and expenses arising out of the breach by Unicare of the terms of this Agreement or the distribution of the Licensed Products by Unicare in the Territory, or from Unicare's failure to comply with all applicable laws and regulations.

10.2 Subject to clause 10.1, the Charity shall indemnify Unicare against all claims, liabilities and expenses arising out of breach by the Charity of the terms of this Agreement or any claim that Unicare's use of the Mark in accordance with the provisions of this Agreement infringes or may infringe the rights of any third party, or from the Charity's failure to comply with all applicable laws and regulations. Unicare acknowledges and accepts that the Charity may request that any sums due to be paid to Unicare pursuant to this clause 10.1 be deducted from future Donations.

10.3 The liability of the Charity pursuant to clause 10.2 shall not exceed an amount equal to the assets of the Charity from time to time.

11 INFRINGEMENT

11.1 Each party shall promptly notify the other of any actual or suspected infringement within the Territory of the Mark that comes to its attention ("Infringement").

11.2 Unicare shall, at the Charity's expense, co-operate with the Charity in taking all such steps as are considered by the Charity (acting reasonably) to be necessary, in connection with any Infringement, including, without limitation, legal proceedings in the name of the Charity or in the joint names of the parties. Unicare acknowledges and accepts that the Charity may request that any sums due to be paid to Unicare pursuant to this clause 10.1 be deducted from future Donations. Unicare may, but shall not be obliged to, take any steps pursuant to this clause 11.2 unless and until it has received payment in advance of its costs and expenses for so doing.

12 DISCLOSURE AND CONFIDENTIALITY

12.1 If either party or any of its employees, agents or advisers receive confidential, secret or any proprietary information of the other during the course of the Term the receiving party shall keep such information confidential and not at any time after such receipt disclose, divulge or communicate the same to any person other than:

12.1.1 where necessary for performance of its obligations and in pursuance of its rights under this Licence; or
12.1.2 where required by law.

12.2 The obligations of confidentiality set out in clause 12.1 shall not extend to information acquired where the receiving party can show:

12.2.1 at the time of its acquisition was in, or at a later date has come into, the public domain, other than following a breach of this clause 12; or
12.2.2 it knew before the first disclosure to it by the other party; or
12.2.3 it received independently from a third party with the full right to disclose.

13 ASSIGNMENT AND SUB-LICENSING

This Agreement is personal to the parties. Neither party may assign or transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

14 COMMENCEMENT, DURATION AND TERMINATION

14.1 This Agreement shall commence indefinitely, subject to either terminating in accordance with clauses 14.2 or 14.3.

14.2 Either party shall be entitled, after the date falling [three calendar months] after the Services Commencement Date, to terminate the Agreement without cause upon [three months] prior written notice to the other.

14.3 Either party may terminate this Agreement immediately by giving notice to the other if the other:

14.3.1 commits any breach of this Agreement and fails to remedy such breach (if capable of remedy) within 14 days of being given notice of such breach.

14.3.2 becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors; or

14.3.3 compulsorily or voluntarily enters into any liquidation or winding up process or proceedings, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of the other party; or

14.3.4 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or

14.3.5 ceases or threatens to cease to carry on its business or operations.

14.4 In the event that, at the end of the Term, Unicare has remaining stocks of Licensed Products to which the Mark was applied prior to the end of the Term, it may extend the Term to enable it use those Licensed Products in accordance with the terms of this Agreement, but only if it has first agreed with the Charity the length of any such additional period and the Donation to be paid for that period.

15 EFFECT OF TERMINATION

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

15.1.1 the licence to use the Mark ceases immediately;

15.1.2 Unicare shall not distribute any further Licensed Products;

15.1.3 the parties shall return to each other all confidential, secret or proprietary information of the other (including all copies in whatever form of any such information) and undertake not to use that information for any purpose;

15.1.4 the Charity will, if termination occurs part way through a month, promptly refund to Unicare part of the Donation for that month, pro rata, based on the number of days in that month.

15.2 Termination of this Agreement by either party pursuant to clause 14 shall be without prejudice to the right to seek compensation for breach of any provisions of this Agreement.

16 FORCE MAJEURE

If, and to the extent that, either party is prevented or delayed from performing any of its obligations under this agreement by Force Majeure, it shall promptly so notify the other party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under this Agreement provided that, if the Force Majeure continues for a period of two months or more following notification, the party not affected by the Force Majeure may terminate this Agreement by giving not less than 30 days' prior notice to the other party. Such notice of termination shall be of no effect if the party affected by the Force Majeure resumes full performance of its obligations under this Agreement before the expiry of the notice period.

17 ENTIRE AGREEMENT

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

18 VARIATION

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

19 INVALIDITY

If any provision of this Agreement is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected and the legality, validity and enforceability of the whole of this agreement shall not be affected in any other jurisdiction.

20 RIGHTS OF THIRD PARTIES

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

21 NO WAIVER

No failure to exercise, or any delay in the exercise, by either party to this Agreement of any right, power, privilege or remedy under this agreement shall impart, or operate as a waiver of, such right, power, privilege or remedy.

22 NOTICES

Any notice required to be given under this Agreement, or in connection with the matters contemplated by it, shall (except where specifically provided otherwise) be in writing and personally delivered, sent by pre-paid first-class post or by fax. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two business days (that is, any day which is not a Saturday, Sunday or public holiday in the place at or to which the notice is left or sent) after the date of posting, or if sent by fax, when despatched, subject to confirmation of uninterrupted transmission by a transmission report.

23 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties or, except as expressly provided, shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

24 LAW AND JURISDICTION

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

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

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

Witness: Signature

Name

Address

Occupation

Charles Hope
CHRISTINE HOPE
5 NADDE PARK COURT
NADDE PARK COURT
OFFICE MANAGER

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

Witness: Signature

Name

Address

Occupation

David Walker
CHRISTINE HOPE
5 NADDE PARK COURT
NADDE PARK COURT
OFFICE MANAGER

SIGNED as a DEED by

for and on behalf of Unicare Limited

TRADE MARK

SCHEDULE 1

Mark

Director

Witness

Olga Romanyszyn

Signature

[Signature]

Name

OLGA ROMANYSZYN

Address

Unit 4, The Kings Arms, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Occupation

BOOKKEEPER

