

Appendix 5



Neighbourhood and Adult Services

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

Table with 2 columns: Field, Value. Fields include Date Received, Fee (Free of Charge), Lalpac number (039508), 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.

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

Form fields for Applicant details: 1. Your Title (Mrs), Date of Birth (24 November 1981), Surname (ROMANYSHYN), First names (OLENA), Address (UNIT 12, HUNSLET TRADING ESTATE, SEVERN WAY, LEEDS), Post code (LS10 1BL), Daytime phone number (0113 827 2340), Mobile phone number (077 17 841006), E-mail address (permits@erpunicare.org).

Details of the charity which the collection will benefit

Form fields for Charity details: 2. Name of Charity (COPING WITH CANCER NORTH EAST), Head Office address (Cobalt Business Exchange, Cobalt Park Way, Newcastle), Post code (NE28 9NZ), Contact phone number (0191 280 5610), Mobile phone number (07952 525773), E-mail address (judith.woodruff@gmail.com).

2.a. Are you an employee/Volunteer for this Charity YES [ ] No [X]

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 2019 - 31 December 2019

08:00 - 18:00

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

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

Direct Debits

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

Yes  No

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

CLOTHES

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

Sell

Give Away

Use

3.e. Are applications also being made for licences for the same purposed in other areas of the UK: Yes  No

If Yes, which other licensing authorities

BARNSELY, LEEDS, HARROGATE, DONCASTER, 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 Company/Organisation: UNIT 12, HUNSLET TRADING ESTATE, SEVERN WAY, LEEDS

Post code LS10 1BL

Contact phone number: 0113 827 2340 Mobile phone number: 077 17 841006

E-mail address: permits@erpunicare.org

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

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

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

### Licensing history of Charity/Collection Company

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

If 'Yes', who issued it? KATY GILLER - SENIOR LICENSING OFFICER

What date was it granted? 16 / 11 / 2012 What licence number was it? HH0108

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

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

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

EAST NORTHAMPTONSHIRE NOT ENOUGH SUPPORTING DOCUMENTS

Please use an extra sheet if required.

## Applicants (Promoter) "Criminal Records" history

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

**7.a.** Have you ever been convicted of a criminal offence(s), or received any police cautions warnings or reprimands? etc, (If you answer YES to this question give details in the box below.) Yes  No

**7.b.** If you are waiting to hear about any prosecution enter the court name hearing the case:  If known give date of future court hearing date:

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

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

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

**Declaration**

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

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

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

Applicants Signature \_\_\_\_\_

Date applicant signed form / /  
16 October 2018



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.



**Unicare**  
Let's care together



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

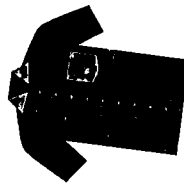
[www.copingwithcancer.org.uk](http://www.copingwithcancer.org.uk)

Did we miss your bag?

Contact us on Freephone

**0333 6666 777**

lines open 8am-5pm



Please kindly donate:

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



Your bag will be collected between 8am-6pm on:



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



If a collector is nearby, WE WILL TRY and have your bag collected on the next working day.

Charity Registered No.:513820, registered in England and Wales.  
In partnership with Unicare Ltd, Co Reg No: 05744027



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



**Unicare**  
Let's care together

[www.unicarerecycling.co.uk](http://www.unicarerecycling.co.uk)



# Coping with Cancer North East Supporting families affected by cancer

## Please help us make a difference

This fundraising initiative is carried out by Unicare our commercial participator. We are proud to announce, Unicare have raised over £400,000 since the start of our partnership.

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



Charity Registered No.:513820, registered in England and Wales.  
In partnership with Unicare Ltd, Co Reg No: 05744027

DATED

September 2018

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**Coping with Cancer North East**

- and -

**UNICARE LIMITED**

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**COMMERCIAL PARTICIPATOR AGREEMENT**

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Wrigleys Solicitors LLP  
19 Cookridge Street  
Leeds LS2 3AG

Tel: 0113 244 6100  
Fax: 0113 244 6101

**THIS AGREEMENT is made AS A DEED**

**BETWEEN:**

- (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 Hall, 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 Unit 12, Hunslet Trading Estate, Severn Way, Leeds, LS10 1BL (“**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 14.

**“Territory”** means the United Kingdom.

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

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

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

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

## 2 LICENCE

2.1 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 participator” of the Charity as defined in section 58(1) of the Charities Act 1992.

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

2.3.1 that the Charity will receive the Donations;

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

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

3 **APPLICATION OF THE MARK**

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

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

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

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

4 **TITLE AND GOODWILL**

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

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

5 **TRADE MARK REGISTRATIONS**

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

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

## 6 DUTIES OF THE PARTIES

- 6.1 Unicare shall not do, or omit to do, anything to diminish the rights of the Charity to use the Mark nor the rights of the owner of the Mark (as described in the Intellectual Property Licence).
- 6.2 Unicare will take all reasonable steps to ensure that its advertising and marketing of Licensed Products shall not be likely to reduce or diminish the reputation, image and prestige of the Mark. The Charity will not take any steps which are likely to reduce or diminish the reputation, image and prestige of Unicare.
- 6.3 The Charity warrants, represents and undertakes to Unicare that it is permitted to use and license the Mark on the terms of this Agreement, and that it will remain so for the duration of the Term, and that it has all necessary authority, powers and capacity to enter into and perform this Agreement.

## 7 DONATIONS

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

## 8 QUALITY CONTROL AND APPROVAL PROCEDURES

- 8.1 Unicare shall, prior to the Services Commencement Date, provide to the Charity a sample of the type of plastic bag that it intends to use for the Licensed Products.
- 8.2 If at any time during the Term the Charity is not satisfied with the methods of distribution being utilised by Unicare, it shall give written notice of its concerns to Unicare. If Unicare, in its reasonable opinion, believes that the Charity's objection is reasonable, it will take all reasonable steps to alter its methods of distribution to address the Charity's concerns.

## 9 COMPLIANCE WITH APPLICABLE LAWS

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

10 INDEMNITY

- 10.1 Subject to clause 10.2, Unicare shall indemnify the Charity against all claims, liabilities and expenses arising out of the breach by Unicare of the terms of this Agreement or the distribution of the Licensed Products by Unicare in the Territory, or from Unicare's failure to comply with all applicable laws and regulations.
- 10.2 Subject to clause 10.1, the Charity shall indemnify Unicare against all claims, liabilities and expenses arising out of breach by the Charity of the terms of this Agreement or any claim that Unicare's use of the Mark in accordance with the provisions of this Agreement infringes or may infringe the rights of any third party, or from the Charity's failure to comply with all applicable laws and regulations. Unicare acknowledges and accepts that the Charity may request that any sums due to be paid to Unicare pursuant to this clause 10.1 be deducted from future Donations.
- 10.3 The liability of the Charity pursuant to clause 10.2 shall not exceed an amount equal to the assets of the Charity from time to time.

11 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 continue indefinitely, subject to earlier termination 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 impair, 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 [D. A. Walter] )  
(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 ..... *Christine Hopkins* .....  
Name ..... CHRISTINE HOPKINS .....  
Address ..... 5 Moor Park Court .....  
..... NORTH SHIELDS NE29 8AH .....  
Occupation ..... OFFICE MANAGER .....

SIGNED as a DEED by [Diane Walter] )  
(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 ..... *Christine Hopkins* .....  
Name ..... CHRISTINE HOPKINS .....  
Address ..... 5 Moor Park Court .....  
..... NORTH SHIELDS NE29 8AH .....  
Occupation ..... OFFICE MANAGER .....

SIGNED as a DEED by

for and on behalf of Unicare Limited

Director Olena Romanyshyn 

Witness: Signature 

Name LEUKA HEUSKOVA

Address UNIT 8, PARKWAY BEND, PARKWAY ELLINGBOURNE DR, LEEDS LS14 6UF

Occupation BOOKKEEPER

SCHEDULE 1

Mark

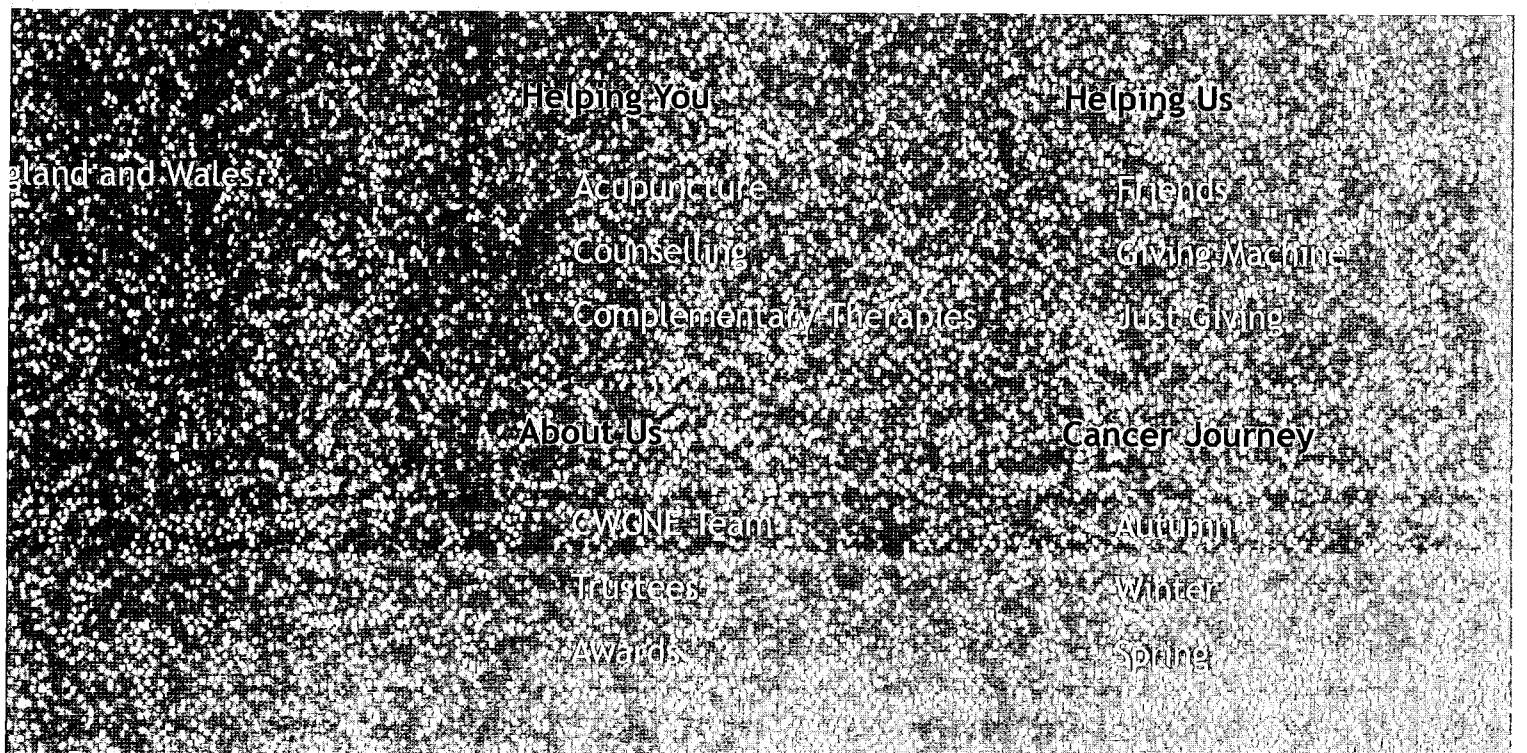
TRADE MARK



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JK.

sted 2004, 2006 & 2013  
rd (Finalist) - 2012  
and 2017  
side - 2003





5

**COPING WITH CANCER - NORTH EAST**

**REGISTERED CHARITY NO. 513820**

**REPORT AND**

**FINANCIAL STATEMENTS**

**YEAR ENDED 31 MARCH 2017**

**COPING WITH CANCER - NORTH EAST**

**REFERENCE AND ADMINISTRATIVE INFORMATION**

**YEAR ENDED 31 MARCH 2017**

**PATRONS**

Rt. Hon The Lord Beith PC, Clive Griffiths MD, FRCS and Her Grace The Duchess of Northumberland.

**EXECUTIVE COMMITTEE**

David Hodgson MBE	Chairman (elected February 2017) Treasurer (retains previous post of Treasurer)
Leslie Howard Walton CBE	Chairman (resigned February 2017)
Sarah Carnegie	Vice Chair
Win Bagnall	(elected February 2017)
Fred Bamber	
Jennifer Brown	
Shirley-Anne Emmerson	(elected September 2016)
Diane Greaves	
Ann Hay	(resigned June 2016)
Samantha Hague	(elected September 2016)
David Leigh	
John Brian Oglethorpe	(resigned September 2016)
Helen Storey	(elected September 2016)
Sarah Wilkes	(resigned June 2016)

**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 Glenton, 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

### EXECUTIVE COMMITTEE REPORT

YEAR ENDED 31 MARCH 2017

The Executive Committee present their report together with the financial statements of the charity for the year ended 31 March, 2017. The financial statements have been prepared in accordance with the accounting policies set out in note 1 to the accounts and comply with the charity's constitution, the Charities Act 2011 and Accounting and Reporting by Charities: Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland published on 16 July 2014.

#### **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 notwithstanding 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 2017

#### 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. There continues to be a growing demand for acupuncture and this past year has seen the opening of acupuncture clinics at three new venues: Hexham General Hospital, Nursery Park in Ashington and in the Palliative Care Day Unit at Rake Lane Hospital in North Tyneside.

**Counselling** has long been an important activity for the charity and 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.

**Training** is on-going as this is an essential factor in the continuing effectiveness of the charity. We continue to support the personal development of our therapists and counsellors through financing their respective memberships of the ‘Federation of Holistic Therapists’ and ‘British Association of Counselling and Psychotherapy and offering in-house training where appropriate. The charity’s manager of complementary therapy’ services has obtained a Diploma in Baby Massage and Baby Reflexology which has allowed the service to offer sessions for babies at the Great North Children’s Hospital in Newcastle. Short courses on baby massage and baby reflexology have been offered at several surgeries in North Tyneside and Northumberland. We continue to promote the skill set of our volunteer therapists and this year several were successful in obtaining an NVQ Level 3. Through previous training we continue to offer, in house, those supervision sessions which are necessary for the safe delivery of counselling.

**Plans for next year** include a continuation of new acupuncture clinics in Newcastle and Northumberland. We will continue to promote new skills in our complementary therapy team by adding an NVQ Level 3 in Indian Head Massage to our training portfolio and offering short courses in hand massage, baby massage and baby reflexology, at new venues. We will pilot the use of a new gentle massage technique ‘The M Technique’ at Rake Lane Hospital’ Palliative Day Unit and train at least two members of staff in this technique.

**COPING WITH CANCER NORTH – EAST**

**EXECUTIVE COMMITTEE REPORT – CONTINUED**

**YEAR ENDED 31 MARCH 2017**

**ORGANISATION**

The staff team continues 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 Finance Officer and, from time to time, other staff members including the Manager of Counselling Services and the Manager of Complementary Therapy Services; attend the Executive Committee’ meetings to allow the Trustees an opportunity for information exchange.

During the year there were two additions to the staff team with the appointment of two complementary therapists to meet the increasing work-load in this area.

**INVESTMENTS AND INVESTMENT POLICY**

The Trustees’ investment powers are governed by its constitution which permits the investment of money in the purchase of, or at interest on the security of, such stocks, funds, shares, securities or other investments or property of whatever nature and wherever situated as the trustees in their absolute discretion think fit.

The funds are held with investment managers St James’s Place Wealth Management and are held for long-term fund investments and income generated. These funds are unrestricted.

**FINANCIAL REVIEW**

Income for the year at £165,781 (previous year £144,820) was exceeded by expenditure of £170,586 (previous year £146,168) resulting in a net deficit of £4,805 (previous year net deficit £1,348) before investment gains of £9,028 (previous year investment losses £1,912). The overall surplus of £4,223 (previous year deficit £3,260) increased total reserves to £189,236 of which free reserves at £187,681 provide 13 months expenditure cover.

Grants for core funding from Clinical Commissioning Groups totalling £24,629 (previous year £31,555) represent 15% of total income and comprise £12,915 from South Tyneside CCG, £6,941 from Newcastle Gateshead CCG and £4,773 from North Tyneside.

Income from grants under contract for Complementary Therapy and Auricular Acupuncture Services provided by the charity, totalled £33,916 (previous year £32,800) and represented 20% of total income. We gratefully acknowledge grants from Sunderland City Hospitals totalling £16,500 comprising £7,000 in support of complementary therapy services to Haematology patients plus a grant of £6,500 supporting delivery of complementary therapy and auricular acupuncture services within the MacMillan Information & Support Centre in Sunderland and a third year grant of £3,000 for complementary therapies offered to patients of the Intensive and Critical Care Unit in Sunderland. We also acknowledge grants totalling £7,708 paid through the Northumberland Healthcare NHS Trust and are grateful to the relevant Patients’ Funds who are supporting acupuncture clinics delivering services to men and women. The total comprises two grants, each of £1,250, sourced from the Patients’ Fund at The North Tyneside General Hospital at Rake Lane plus £5,208 in support of acupuncture clinics at three new venues: Hexham General Hospital, Nursery Park in Ashington and in the Palliative Care Day Unit at The North Tyneside General Hospital at Rake Lane. We thank Gateshead Health NHS Foundation Trust for funding of £2,708 for provision of acupuncture clinics at the Queen Elizabeth Hospital and complementary therapies at St Bede’s Hospice and are grateful to St Clare’s Hospice in Jarrow for their grant of £6,000 and their continued support for the provision of complementary therapies to ‘day patients’ and ‘bedded unit patients’ at the hospice.

Fundraising income of £99,714 (previous year £76,629) representing 60% of total income, includes £83,477 (previous year £68,479) from the ‘doorstep collection’ of unwanted clothing etc. organised through ‘Unicare’. The charity is very grateful to ‘Unicare’ who have delivered increasing sums of annual income over several years of collections on our behalf.

## **COPING WITH CANCER NORTH – EAST**

### **EXECUTIVE COMMITTEE REPORT – CONTINUED**

**YEAR ENDED 31 MARCH 2017**

#### **FINANCIAL REVIEW – continued**

Donations totalling £5,873 include £1,250 from The W. A. Handley Trust, a donor for several years whom we gratefully acknowledge. We give a special thank you to Carl Walsh of ‘Wallsend Boys Club’ and the supporters and participants in the ‘Mams Football Challenge’. Their efforts, plus a donation of £700 from the Vodaphone Foundation in support of the event, delivered almost £2,200 to the charity. We thank all donors for their support.

Expenditure during the year at £170,586 exceeded the previous year’s spending by £24,418. For the second successive year, additional expenditure is primarily that borne in coping with increased demand for services as reflected in costs of salaries, fees and reimbursed expenses which at a total of £122,456 represents an increase of £22,701. We also spent an additional £3,579 on training.

#### **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 £170,586. The total funds of the charity are £189,236 of which £280 are held in restricted funds. Of the unrestricted funds totaling £188,956; £1,275 are held in fixed assets resulting in actual free reserves of £187,681 including investments of £102,116. This represents 110% 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 Committees’ 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 incoming 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.

**COPING WITH CANCER NORTH – EAST**  
**EXECUTIVE COMMITTEE REPORT – CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

**EXECUTIVE RESPONSIBILITIES IN RELATION TO THE FINANCIAL STATEMENTS - continued**

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 20 October 2017 and signed on their behalf by:

**D HODGSON MBE – CHAIRMAN**

**INDEPENDENT EXAMINER'S REPORT TO THE EXECUTIVE COMMITTEE OF  
COPING WITH CANCER - NORTH EAST**

I report on the accounts of the Association for the year ended 31 March 2017, which are set out on pages 8 to 17.

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 FCA**

RYECROFT GLENTON

Chartered Accountants

Registered Auditors

32 Portland Terrace

Newcastle upon Tyne

NE2 1QP

Date: 24 October 2017

**COPING WITH CANCER - NORTH EAST**  
**STATEMENT OF FINANCIAL ACTIVITIES**  
**YEAR ENDED 31 MARCH 2017**

		Unrestricted funds £	Restricted funds £	Total 2017 £	Total 2016 £
<b>INCOME FROM:</b>					
Donations and legacies	2	5,873		5,873	3,118
Charitable activities	3	58,545		58,545	64,155
Fundraising activities	4	99,714		99,714	76,629
Investments	5	101		101	121
Other	6	1,548		1,548	797
<b>TOTAL INCOME</b>		<u>165,781</u>	<u>-</u>	<u>165,781</u>	<u>144,820</u>
<b>EXPENDITURE ON:</b>					
Raising funds		24,991		24,991	30,338
Charitable activities		145,595		145,595	115,830
<b>TOTAL EXPENDITURE</b>	7	<u>170,586</u>	<u>-</u>	<u>170,586</u>	<u>146,168</u>
<b>NET EXPENDITURE BEFORE INVESTMENT GAINS</b>		(4,805)		(4,805)	(1,348)
<b>GAINS / (LOSSES) ON INVESTMENT ASSETS</b>		9,028		9,028	(1,912)
<b>NET INCOME / (EXPENDITURE)</b>		<u>4,223</u>	<u>-</u>	<u>4,223</u>	<u>(3,260)</u>
<b>NET MOVEMENT IN FUNDS</b>		4,223	-	4,223	(3,260)
<b>TOTAL FUNDS BROUGHT FORWARD AT 1 APRIL 2016</b>		184,733	280	185,013	188,273
<b>TOTAL FUNDS CARRIED FORWARD AT 31 MARCH 2017</b>		<u>188,956</u>	<u>280</u>	<u>189,236</u>	<u>185,013</u>

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

## COPING WITH CANCER - NORTH EAST

## BALANCE SHEET

AS AT 31 MARCH 2017

	Notes	£	2017	£	£	2016	£
<b>FIXED ASSETS</b>							
Tangible fixed assets	10	1,275			1,179		
Investments	11	<u>102,116</u>			<u>93,088</u>		
				103,391			94,267
<b>CURRENT ASSETS</b>							
Building society		35,697			35,597		
Bank and cash in hand		37,572			42,010		
Debtors and prepayments	12	<u>20,507</u>			<u>21,221</u>		
				93,776			98,828
<b>LIABILITIES:</b> amounts falling due within one year:							
Creditors	13	<u>(7,931)</u>			<u>(8,082)</u>		
<b>NET CURRENT ASSETS</b>				<u>85,845</u>			<u>90,746</u>
<b>NET ASSETS</b>				<u>189,236</u>			<u>185,013</u>
<b>RESERVES</b>							
Restricted funds				280			280
Unrestricted funds				<u>188,956</u>			<u>184,733</u>
	14			<u>189,236</u>			<u>185,013</u>

The financial statements were approved by the Executive Committee and signed on their behalf on 20 October 2017.

**D HODGSON MBE - CHAIRMAN**

**W BAGNALL – TRUSTEE**

The notes on pages 10 to 17 form part of these accounts.



**COPING WITH CANCER - NORTH EAST****NOTES TO THE ACCOUNTS****YEAR ENDED 31 MARCH 2017****1. ACCOUNTING POLICIES****1.1 Basis of preparation**

The financial statements have been prepared under the historical cost convention with items recognised at cost or transaction value unless otherwise stated in the relevant notes to these accounts. The financial statements have been prepared in accordance with the Statement of Recommended Practice: Accounting and Reporting by Charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the UK and Republic of Ireland (FRS 102) issued on 16 July 2014 and Financial Reporting Standard applicable in the United Kingdom and Republic of Ireland (FRS 102) and Charities Act 2011.

The charity constitutes a public benefit entity as defined by FRS 102.

**First time adoption of FRS 102**

This is the first year in which the charity has adopted FRS 102. There are no changes in the measurement bases used by the charity and no changes are required to opening funds arising from the adoption of this new standard. Comparative figures are as stated in previous years.

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, it is probable that the income will be received 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.

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

**ACCOUNTING POLICIES – Continued**

**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.

**1.5 Tangible fixed assets**

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

**1.6 Investments**

Fixed asset investments are a form of financial instrument and are initially recognised at their transaction cost and subsequently measured at fair value at the Balance Sheet date. Investments in shares which can be publicly traded are measured using the closing quoted market price. Investments in shares which cannot be publicly traded and for which no reliable estimation can be made are recorded at their cost less provision for impairment.

Investment gains and losses, whether realised or unrealised, are combined and shown in the heading 'Gains/(losses) on investments' in the Statement of Financial Activities.

**1.7 Debtors**

Trade and other debtors are recognised at the settlement amount after any trade discount offered. Prepayments are valued at the amount prepaid net of any trade discounts due.

**1.8 Cash at bank and in hand**

Cash at bank and in hand is the current bank account of the charity.

**1.9 Liabilities**

Liabilities are recognised when there is an obligation at the Balance Sheet date as a result of a past event, it is probable that a transfer of economic benefit will be required in settlement, and the amount of the settlement can be estimated reliably. Liabilities are recognised at the amount that the charity anticipates it will pay to settle the debt or the amount it has received as advanced payments for the goods or services it must provide.

**1.10 Financial instruments**

The charity only has financial assets and financial liabilities of a kind that qualify as basic financial instruments. Basic financial instruments are initially recognised at transaction value and subsequently measured at their settlement value.

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

**ACCOUNTING POLICIES – Continued**

**1.11 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.

**1.12 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.

<b>2. INCOME FROM DONATIONS</b>	<b>2017</b>	<b>2016</b>
	£	£
Donations, gifts and collections	<u>5,873</u>	<u>3,118</u>
<b>3. INCOME FROM CHARITABLE ACTIVITIES</b>	<b>2017</b>	<b>2016</b>
	£	£
Grants provided for core funding	24,629	31,355
Grants under contracts for advice and information, outreach work, training and other services	<u>33,916</u>	<u>32,800</u>
	<u>58,545</u>	<u>64,155</u>
<b>4. INCOME FROM FUNDRAISING ACTIVITIES</b>	<b>2017</b>	<b>2016</b>
	£	£
Doorstep 'Rag Bag' collection	83,477	68,479
Other fundraising activities including Great North Run	<u>16,237</u>	<u>8,150</u>
	<u>99,714</u>	<u>76,629</u>
<b>5. INVESTMENT INCOME</b>	<b>2017</b>	<b>2016</b>
	£	£
Bank interest receivable	<u>101</u>	<u>121</u>
	<u>101</u>	<u>121</u>
<b>6. OTHER INCOME</b>	<b>2017</b>	<b>2016</b>
	£	£
Membership	398	427
Training courses - fees from participants	<u>1,150</u>	<u>370</u>
	<u>1,548</u>	<u>797</u>

**COPING WITH CANCER - NORTH EAST**

**NOTES TO THE ACCOUNTS - CONTINUED**

**YEAR ENDED 31 MARCH 2017**

**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 £	2017 Total £	2016 Total £
Expenditure on Charitable Activities -- relief, counselling and therapies	76,656	20,352	2,114	-	46,473	145,595	115,830
Expenditure on raising funds:							
Voluntary income	8,394	-	-	-	940	9,334	9,561
Fundraising	8,394	6,322	-	-	941	15,657	15,777
Investment management	-	-	-	-	-	-	5,000
Support costs	14,827	-	14,889	18,638	(48,354)	-	-
<b>TOTAL EXPENDITURE</b>	<u>108,271</u>	<u>26,674</u>	<u>17,003</u>	<u>18,638</u>	<u>-</u>	<u>170,586</u>	<u>146,168</u>
<b>2016 Comparison</b>	<u>88,768</u>	<u>20,067</u>	<u>19,121</u>	<u>18,212</u>	<u>-</u>	<u>146,168</u>	<u>-</u>

Included within expenditure are accountant's fees for independent examination of £2,947 (2016: £2,754) and for payroll and other services of £1,757 (2016: £541), all inclusive of VAT. Governance costs within the support costs figure above comprise the accountant's fees for independent examination along with £761 of other governance costs relating to other constitutional matters (2016: £754).

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

8. STAFF COSTS	2017	2016
	£	£
Salaries and co-ordinators and sessional workers' fees	100,403	85,229
Social security costs less employment allowance	280	-
Pension costs	470	-
	<u>101,153</u>	<u>85,229</u>

During the year the charity employed an average of nine members of staff which is the equivalent of five full time employees (2016: four).

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

**9. TRUSTEES AND OTHER KEY MANAGEMENT**

The charity's key management are its Trustees and its Chief Executive Officer. No Trustees received remuneration or expenses in connection with their duties as a Trustee (previous year: same). The remuneration of the Chief Executive Officer was £11,730 (2016: £11,564).

Three trustees received expenses of £1,764 in connection with their services as volunteers of the charity.

**10. TANGIBLE FIXED ASSETS (office equipment and furniture)**

	£
<b>Cost</b>	
At 1 April 2016	6,312
Additions during the year	1,069
Disposals	(503)
At 31 March 2017	<u>6,878</u>
<b>Depreciation</b>	
At 1 April 2016	5,133
Charge for year	973
Disposals	(503)
At 31 March 2017	<u>5,603</u>
<b>Net book value</b>	
At 31 March 2017	<u>1,275</u>
At 1 April 2016	<u>1,179</u>

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

<b>11. FIXED ASSETS INVESTMENTS</b>	<b>2017</b>	<b>2016</b>
	£	£
Opening balance at 1 April 2016	93,088	-
Purchases	-	100,000
Investment management fees	-	(5,000)
Unrealised gain/ loss	<u>9,028</u>	<u>(1,912)</u>
Closing balance at 31 March 2017	<u>102,116</u>	<u>93,088</u>

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

<b>12. DEBTORS AND PREPAYMENTS</b>	<b>2017</b>	<b>2016</b>
	£	£
Prepayments and accrued income	<u>20,507</u>	<u>21,221</u>

<b>13. CREDITORS</b>	<b>2017</b>	<b>2016</b>
	£	£
Tax and social security	919	561
Accruals and deferred income	<u>7,012</u>	<u>7,521</u>
	<u>7,931</u>	<u>8,082</u>

<b>14. FINANCIAL INSTRUMENTS</b>	<b>2017</b>	<b>2016</b>
	£	£
Financial assets measured at fair value through income and expenditure	<u>102,116</u>	<u>93,088</u>

Financial assets measured at fair value through income and expenditure comprise investments in unit trusts. The main risk to the charity from these financial instruments lies in the combination of uncertain investment markets and volatility in yield. The charity manages these investment risks by retaining advisors and investing in an investment type that provides for a high degree of diversification of holdings within investment asset classes that are quoted on recognised stock exchanges. The charity does not make use of derivatives and similar complex financial instruments as investments are held for their longer term.

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

**15. STATEMENT OF FUNDS – CURRENT YEAR**

	<b>Balance at 1 April 2016 £</b>	<b>Income £</b>	<b>Expenditure £</b>	<b>Gains / (losses) £</b>	<b>Balance at 31 March 2017 £</b>
<b>Unrestricted funds</b>					
General funds	184,733	165,781	(170,586)	9,028	188,956
<b>Restricted funds</b>					
The Trusthouse Charitable Foundation	280				280
<b>Total Funds</b>	<u>185,013</u>	<u>165,781</u>	<u>(170,586)</u>	<u>9,028</u>	<u>189,236</u>

**STATEMENT OF FUNDS – PRIOR YEAR**

	<b>Balance at 1 April 2015 £</b>	<b>Income £</b>	<b>Expenditure £</b>	<b>Gains / (losses) £</b>	<b>Balance at 31 March 2016 £</b>
<b>Unrestricted funds</b>					
General funds	187,993	144,820	(146,168)	(1,912)	184,733
<b>Restricted funds</b>					
The Trusthouse Charitable Foundation	280	-	-	-	280
<b>Total Funds</b>	<u>188,273</u>	<u>144,820</u>	<u>(146,168)</u>	<u>(1,912)</u>	<u>185,013</u>

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.

**COPING WITH CANCER - NORTH EAST**  
**NOTES TO THE ACCOUNTS - CONTINUED**  
**YEAR ENDED 31 MARCH 2017**

**16. ANALYSIS OF NET ASSETS BETWEEN FUNDS – CURRENT YEAR**

	<b>Fixed assets £</b>	<b>Current assets £</b>	<b>Current liabilities £</b>	<b>Total net assets £</b>
<b>Restricted funds</b>				
The Trusthouse Charitable Foundation	-	280	-	280
<b>Unrestricted funds</b>				
General funds	<u>103,391</u>	<u>93,496</u>	<u>(7,931)</u>	<u>188,956</u>
<b>Total funds</b>	<u>103,391</u>	<u>93,776</u>	<u>(7,931)</u>	<u>189,236</u>

**ANALYSIS OF NET ASSETS BETWEEN FUNDS – PRIOR YEAR**

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

**17. RELATED PARTY TRANSACTIONS**

There are no related party transactions.

**18. CONTROL**

There is no controlling party.

**19. OPERATING LEASE COMMITMENTS**

At 31 March 2017 the charity had commitments under non-cancellable operating leases as follows:

	<b>2017 £</b>	<b>2016 £</b>
<b>EXPIRY DATE:</b>		
Within 1 year	<u>-</u>	<u>3,893</u>
Within 2–5 years	<u>36,092</u>	<u>-</u>



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rapist  
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rapist  
rapist

gland and Wales

Helping You	Helping Us
Acupuncture	AP Health
Counselling	Giving Machine
Complementary Therapies	Just Giving
About Us	Cancer Journey
GWCNE Team	Admin Team





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

Tel 0191 280 5610  
[www.copingwithcancer.org.uk](http://www.copingwithcancer.org.uk)

## Coping with Cancer North east

01 October 2018

To whom it may concern / (Rotherham Council)

I write in support of the application by Unicare Ltd for a house to house collection licence in your area, between the period 01.01.2019 to 31.12.2019.

Unicare's H2H collection service help us to improve our services for the cancer community not only in the North East but, in other areas as well. The latter through a Telephone Counselling and Information Service.

The funds raised from this service, also pay for us to constantly improve and update our website and Facebook account.

Unicare Ltd is a loyal and trustworthy partner and our working relationship spans nearly a decade and Coping with Cancer NE wholeheartedly supports, this application.

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

Yours sincerely

Judith (Woodruff)  
CEO

[judith.woodruff@gmail.com](mailto:judith.woodruff@gmail.com)

Patrons

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

Chairman *David Hodgson MBE*



**SCHEDULE 2**

**Donations**

Unicare shall pay to the Charity, by way of consideration for the rights granted pursuant to this agreement the sum of approximately £5500.00 per calendar month as a result of the Licensed Products during the Term.

