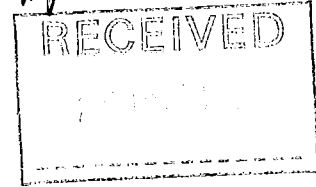


Appendix 8 8039556



October 1, 2018

Dear Sir/Madam,

**Re. Application for House-to-House Collection License by Yorkshire Children's Trust
– YCT Reg. Charity No. 1146884.**

I attach an application for a house-to-house collection license on behalf of Yorkshire Children's Trust - YCT. Also attached are copies of a Letter of Authority and an Agreement between R&MS Ltd. and YCT.

The activities of Yorkshire Children's Trust are:

Yorkshire Children's Trust provides grants to families in the Yorkshire region who have children with long term illnesses or disabilities. These grants can be used to pay for medical treatment or equipment, essential home modifications, hospital travel costs or a short UK holiday.

The charitable aims of Yorkshire Children's Trust are:

To relieve the charitable needs of families with sick or disabled children, up to the age of 18, by the provision of grants, in particular but not exclusively, towards the cost of medical equipment, home modifications or respite holidays for the family.

The YCT website is at <https://www.yctrust.uk>

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

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

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

Yours sincerely,

A handwritten signature in black ink that reads "Simon Widdop".

Simon Widdop

Yorkshire Children's Trust

a local charity ...
... helping local children

6 Crown Yard • Southgate • Elland • West Yorkshire • HX5 0DQ

Date: 1st October 2018
Our Reference: Clothing Collection Bags

TO WHOM IT MAY CONCERN

Dear Sir/Madam,

I confirm that Yorkshire Children's Trust, Charity Commission Registered No. 1146884, hereby authorises Recycling & Management Services Ltd. - R&MS Ltd. to carry out House-to-House clothing collections in your area, subject to the appropriate licences being issued and the necessary permissions obtained. R&MS Ltd. will start applying for licences this month to collect in 2018 and 2019.

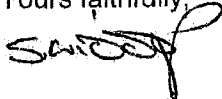
Yorkshire Children's Trust offers financial support to help with the costs of medical equipment or treatment, essential home modifications or help with hospital travel costs for long-term patients. The team is also expanding the support offered to help with a one-to-one counselling service and advice on welfare and dealing with debt whilst a child is sick or disabled.

Further information about Yorkshire Children's Trust and what we do can be found on our website at www.yctrust.uk

Should you require any further information about our charity, or about our partnership with Recycling & Management Services Ltd. - R&MS, please contact me on 01422 728080.

Many thanks.

Yours faithfully,



Simon Widdop
Charity Manager & Trustee

Telephone: 01422 72 80 80 • Web: www.yctrust.uk
Registered as a charity in England, registration number 1146884



Neighbourhood and Adult Services

Application for a House to House Collections Permit

House to House Collections Act 1939
House to House Collections Regulations 1947 (as amended)

For office use only	
Date	25/10/18
Fee	Free of Charge
Permit number	039556

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

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

Data Protection Act, 1998

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

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

Applicants (Promoter) personal details

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

Surname: First names:

Address:

 Post code:

Daytime phone number: Mobile phone number:

E-mail address:

Details of Business or Organisation Responsible for the Collection

2. Name of Business/Organisation conducting collection:

Office address of the Business/Organisation:

Contact phone number: Mobile phone number:

E-mail address:

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

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

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

Licensing history

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

If 'Yes', who issued it?

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

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

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

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

Collection Details

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

Address of the Society/Charity/Fund

E-mail address: Contact phone number:

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

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

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

THE WHOLE AREA OF ROTHERHAM METROPOLITAN BOROUGH COUNCIL

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

01/01/19-31/12/19

FIVE DAYS PER MONTH/ PLEASE ALLOCATE ANY AVAILABLE FIVE DAYS

Collection Details - Continued

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

4.f. Is it proposed to collect money including direct debits as money Yes [] No [x] Direct Debits []

4.g. Is it proposed to collect "other" types of property Yes [x] No []

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

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

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

4.h. Are applications also being made for licences for the same purposed in other areas of the UK: Yes [x] No []

If Yes, which other licensing authorities PLEASE SEE COVERING LETTER ATTACHED.

How many collectors will be permitted to make these collections SIX

Will these collectors be the same collectors as those you intend to use in this authority Yes [] No [x]

4.i. Is it proposed to promote this collection in conjunction with a street collection Yes [] No [x]

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

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

NOT APPLICABLE.

Proceeds of Collections Details

5. Are the whole of the receipts to be paid over to the Society/Charity/Fund Yes [] No []

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

A minimum of 85% of total income from sales will be transferred to the charity. 15% or less of income retained against the costs associated with collections.

5.a. Please state how much will be deducted for expenses or other purposes £ R&MS Ltd retain 15% or less of income against expenses i.e. stationery, fuel etc.

5.b. Is it proposed to use some of the proceeds for the remuneration of any persons Yes [] No [x]

If YES; is it to Collectors Yes [] No [x] is it to Other Persons Yes [] No [x]

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

COMMERCIAL PARTNERSHIP AGREEMENT BETWEEN RECYCLING & MANAGEMENT SERVICES Ltd. - R&MS & YORKSHIRE CHILDREN'S TRUST - YCT

This Agreement is written with reference to The Charities Act (1992) and is designed to protect the Partner (Yorkshire Children's Trust - YCT) from inappropriate use of their name, identity and logo, as well as ensuring that revenue raised is donated appropriately according to the wishes of the Partner.

1 Preamble

- 1.1 Yorkshire Children's Trust – YCT Registered Charity No. 1146884 and Recycling & Management Services Ltd. - R&MS Registered Company No. 7214977 agree to work together to support the activities of Yorkshire Children's Trust - YCT.
- 1.2. This Commercial Partnership Agreement commences on 01 October 2018 and is a continuing Agreement with no specified termination date. It is subject to the break clause at 1.3 below.
- 1.3 Either party can opt out of the Agreement at any time with six month's written notice (email will suffice).
- 1.4 There will be an annual performance review at the end of August each year.
- 1.5 R&MS Ltd reserves the right to suspend or terminate the performance of its obligations to YCT in the event of *force majeure*, an event outwith the control of both parties, preventing R&MS Ltd meeting the obligations of this CP Agreement. This includes, but is not limited to, war, riot, act of terrorism, act of god, (including earthquake, fire, flood, tsunami), radiological or biological contamination and the unforeseen impact of Brexit. Should *force majeure* necessitate the suspension or termination of performance under this Agreement, R&MS Ltd will ensure immediate communication of the situation to YCT. In all cases of *force majeure*, the aim will be to restore service, if at all possible, at the earliest opportunity.

2 Procedural & Financial Considerations

- 2.1 R&MS will apply to city, county, county borough and metropolitan borough councils in Yorkshire for licences for house-to-house clothing collections.
- 2.2 R&MS will collect clothing donations and other items on behalf of YCT.
- 2.3 Charitable donations will be weighed after each collection with commercial weighing apparatus. R&MS will record amounts collected in metric tonnes.
- 2.4 Donations made by R&MS to YCT will equate to 70% or more of monies raised through the sale of donated items.
- 2.5 R&MS will guarantee a minimum annual (01 January - 31 December) donation of £15,000.00 to YCT.
- 2.6 R&MS will endeavor to achieve the highest possible volume of collections and return the highest amount of donation possible to YCT. This will include the following annual targets:
 - 2019 £16,000.00
 - 2020 £18,000.00
 - 2021 £20,000.00

- 2.7 Donations will be paid by R&MS to YCT monthly by BACS transfer, by the end of the first week of the month following the month in which collections were carried out.
- 2.8 R&MS will endeavor to represent YCT in the best possible light by ensuring that bag delivery and collection staff are presentable, courteous and respectful of residents' wishes at all times.

3 Legitimacy, Transparency, Accountability

- 3.1 R&MS will, on request from YCT, produce tally information about metric tonnage collected.
- 3.2 R&MS will, on request from YCT, provide information, including copies of receipts, relating to expenses incurred.
- 3.3 R&MS will, on request from YCT, when financial year-end accounts are completed, provide copies of certified accounts including balance sheet, profit and loss account and other available financial information.

4 Publicity & Advertising

- 4.1 The wording of all publicity and advertising which R&MS and YCT use will be agreed between the two parties before production of any materials.
- 4.2 Final copy must be sanctioned by YCT in writing (email will suffice).
- 4.3 Neither party may use the other party's name, logo or identity without prior written agreement.

5 Legal & Other Considerations

- 5.1 This Agreement shall be governed by the laws of England and Wales.
- 5.2 This Agreement is entered into to comply with the 1992 and 2006 Charities Acts and the Charitable Institutions (Fund-raising) Regulations 1994.
- 5.3 YCT grants to R&MS a non-exclusive licence for the term of this Agreement to use the name and logo of YCT in any materials relating to the promotion. The name and logo may not be used for any purpose other than the promotion and may not be transferred or assigned to anyone else. The name and logo may only be used within Yorkshire. This licence will end immediately on termination of this Agreement.
- 5.4 R&MS will ensure that their services and products are of a good quality, fit for purpose and comply with all relevant statutory and safety requirements.
- 5.5 R&MS will indemnify YCT against all liabilities arising from the distribution/use of collection bags and carry adequate (£5,000,000.00) insurance for any such claims arising.

- 5.6 YCT will not interfere with the Promotion unless required to do so by law or external authorities or in order to preserve the interest of YCT.
- 5.7 The benefits of this Agreement may not be handed over or passed on to anyone other than the parties named in this Agreement.

6 Confidentiality

- 6.1 Confidential Information (the 'Confidential Information') refers to any data or information relating to the business of either party which would reasonably be considered to be proprietary to said party including, but not limited to, accounting records, business processes, and customer, donor and client records; not generally known in the industries of the parties and where the release of that Confidential Information could reasonably be expected to cause harm.
- 6.2 R&MS and YCT agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information obtained, except as authorised by the other party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive upon termination of this Agreement.

7 Complaints

- 7.1 House-to-house collections necessarily involve members of the general public and generate complaints. Compared with the overall volume of collections these are always a small number. New charity collections have a teething period. Our experience is that any volume of complaints decreases after the first three to six months.
- 7.2 R&MS will do everything it can to keep complaints to a minimum, working in partnership with YCT to ensure that every complaint is investigated promptly, diligently and thoroughly and then resolved.
- 7.3 Where a complaint, after due investigation, is judged to be valid, R&MS commits to apologising, and making full financial, and other, restitution to the complainant.
- 7.4 R&MS will provide YCT with monthly reports detailing complaints received and how these have been managed and resolved.


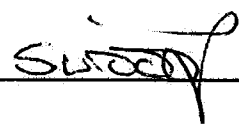
8 Cancellation

- 8.1 This Agreement may be cancelled by either of the parties with six month's written notice (email will suffice).
- 8.2 YCT or R&MS may cancel this Agreement immediately only if:
- a) R&MS uses, or attempts to use, the YCT name and/or logo for any purpose other than this promotion.

- b) Either party to this Agreement compounds with its creditors, becomes insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as they fall due or enters into receivership or liquidation.
- c) Either party to this Agreement engages in fraudulent and/or illegal behaviour as defined by the laws of England and Wales or in behaviour defined as serious misconduct and/or gross negligence.

Signed on behalf of Yorkshire Children's Trust - YCT

Signed on behalf of Yorkshire Children's Trust - YCT



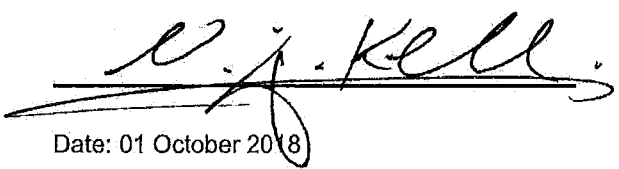
Date: 01 October 2018

Date: 01 October 2018

Simon Widdop
Charity Manager & Trustee
Yorkshire Children's Trust - YCT
6 Crown Yard
Southgate
Elland
West Yorkshire, HX5 0DQ

Tracey Gray
Trustee
Yorkshire Children's Trust - YCT
6 Crown Yard
Southgate
Elland
West Yorkshire, HX5 0DQ

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



Date: 01 October 2018

Nicholas John Kell
Director
Recycling & Management Services Ltd.
25, Meadowcroft Cottages, Storrs Park
Bowness-on-Windermere
Cumbria, LA23 3JE


**RECYCLING & MANAGEMENT
SERVICES LTD**

CODE OF PRACTICE

 0800 028 8321
0333 800 4480
 0783 671 8996
 info@randms.co.uk
 www.randms.co.uk

1. All R&MS employees, full-time, part-time or on short-term contracts, are made aware of our operating principles and this Code of Practice. We require their behaviour, when working for us, to demonstrate clear understanding of these principles.

In our work with charities and other organisations we will be honest and transparent and operate at all times in full conformity with United Kingdom laws.

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