

## 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)

**Grant****For office use only**

Date Received	30.10.18
Fee	Free of Charge
Lapac number	039660.
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.

NECCR funds research to find more effective and less harsh treatments for childhood cancers. We fund a team of world class researchers based in the Wolfson Childhood Cancer Research Centre in Newcastle, working for the benefit of children with cancer everywhere. We work closely with the Great North Children's Hospital where children diagnosed with cancer from across the North of England come to receive treatment.

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

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

Please attach supporting information, web site details etc.

The funds raised through NECCR, including through a collection bag scheme, will HELP TO IMPROVE THE LIVES OF CHILDREN DIAGNOSED WITH CANCER BY IMPROVING THEIR CHANCES OF SURVIVAL AND REDUCING THE LIKELIHOOD OF SECONDARY PROBLEMS CAUSED BY TREATMENT.

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

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

Yes ☒ No ☐

Registered Charity Number 510 339

### 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, CRAVEN

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

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

/ /  
25 October 2018



North of England  
Children's Cancer  
Research

Registered charity no. 510339

**01 October 2018**

To whom it may concern / **Rotherham council**

I am pleased to confirm that we authorise Unicare Ltd to carry out collections on our behalf between the period: **01.01.2019 – 31.12.2019**

North of England Children's Cancer Research is a registered charity, established in 1979 to fund research into treatments and cures for childhood cancer.

Further information about our charity and the research we fund can be found at [www.neccr.org.uk](http://www.neccr.org.uk). Please feel free to contact the undersigned, if you have any further questions about NECCR.

Yours faithfully

Janet Price

Fundraising Manager

NECCR, Sir James Spence Institute, RVI, Newcastle Upon Tyne, NE1 4LP

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

Twitter: @NECCR

Facebook: /ChildrensCancerResearch

**CHARITY REGISTRATION NUMBER: 510339**

**NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH  
FUND**

**Financial Statements**

**31st December 2016**

# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Financial Statements**

**Year ended 31st December 2016**

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Independent auditor's report to the members	<b>6 to 7</b>
Statement of financial activities	<b>8</b>
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<b>The following pages do not form part of the financial statements</b>	
Detailed statement of financial activities	<b>21 to 22</b>
Notes to the detailed statement of financial activities	<b>23</b>

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# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Trustees' Annual Report**

### **Year ended 31st December 2016**

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The trustees present their report and the financial statements of the charity for the year ended 31st December 2016.

#### **Reference and administrative details**

<b>Registered charity name</b>	North of England Children's Cancer Research Fund
<b>Charity registration number</b>	510339
<b>Principal office</b>	Peacock Medical Group Ltd Benfield Business Park Benfield Road Newcastle upon Tyne NE6 4NQ

#### **The trustees**

Mrs Marie Elliott	
Mr Colin Peacock	
Mr Ron Smith	
Mrs Pam Ord	
Mrs Kim Peacock	
Mrs Sandi Dale	
Mr Eric Matters	
Mr Christopher Peacock	
Mrs Sally Cowling	
Mr Ian Birtwistle	
Mr Jim Richardson	
Mr David Hood	
Mr Raymond Greaves	(Deceased 18th June 2016)

<b>Auditor</b>	Tait Walker LLP Chartered accountant & statutory auditor Bulman House Regent Centre Gosforth Newcastle upon Tyne NE3 3LS
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<b>Bankers</b>	National Savings and Investments Boydstone Road Glasgow G58 1SB  Lloyds Bank plc National Clubs & Charities Centre Sedgemoor House Deane Gate Avenue Taunton Somerset TA1 2UF
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# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Trustees' Annual Report** *(continued)*

**Year ended 31st December 2016**

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Brewin Dolphin Securities Ltd  
Time Central  
Gallowgate  
Newcastle upon Tyne  
NE1 4SR

### **Structure, governance and management**

The charity is a registered charity, number 510339.

The name of the charity is North of England Children's Cancer Research Fund but it also uses its abbreviated initials NECCR as a working name.

The Association is governed by its constitution dated 6th May 1980 and amended 12th May 1981 and 5th June 1984. A revised constitution was adopted on 12th September 2000.

### **Organisation**

Membership is open to any person, firm or other organisation that shall apply and be accepted by the Executive Committee.

The Executive Committee consists of the Honorary Officers.

The Honorary Officers and Executive Committee are elected by the members at the annual general meeting.

The Executive Committee conducts the work of the charity and has powers to co-opt members to it and to appoint sub-committees.

The trustees meet on a regular basis to discuss the affairs of the charity and to decide overall financial and policy matters. New members of the board are elected by the board or by the members of the charity in General Meetings.

### **Financial Controls**

The charity shall hold bank accounts in its own name. Two signatures from three shall be required for the signing of cheques and these shall be from the Chairman, Secretary and Treasurer.

### **INVESTMENT POLICY AND PERFORMANCE**

The constitution does not place any restrictions on the investment powers of the Executive Committee.

### **RISK MANAGEMENT**

The trustees have assessed the major risks to which the charity is exposed, in particular those relating to the operations and finances of the charity, and are satisfied that systems are in place to mitigate the exposure to the major risks.

# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Trustees' Annual Report** *(continued)*

**Year ended 31st December 2016**

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### **Objectives and activities**

The charity's main objective continues to be to promote and support research into the causes and possible forms of treatment of cancer in children.

The Executive Committee is required to appoint a Medical Advisory Panel and consult it on any medical or research matter which may arise.

The charity is operated on an entirely voluntary basis and its area of activity comprises Tyne and Wear, Northumberland, Durham, Cumbria and Teesside. The constitution requires that any activities outside its area should normally only be undertaken with the agreement of any existing association with similar objects in the area concerned.

### **Achievements and performance**

The North of England Children's Cancer Research Fund has continued to raise substantial funds throughout the year. In partnership with Newcastle University and Newcastle Hospitals "The Future Fund" we have collectively raised the £5.5m required to create a world class children's cancer research laboratory.

We are pleased to report that on 16th September 2016 The Wolfson Childhood Cancer Research Centre, a new multi-million pound research centre was officially opened. NECCR income has come from donations, legacies and events. The majority has come from the Children's Cancer Run, an annual event which goes from strength to strength.

The income raised in the year, together with that raised in previous years, has enabled NECCR to make a major contribution of over £1m to provide core funding in Paediatric Oncology and capital funding towards the new research centre during this financial year.

The NECCR continues to seek new members and develop new ways of raising funds to contribute further towards research carried out by the Childhood Cancer Research Group within the Northern Institute for Cancer Research.

# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Trustees' Annual Report** *(continued)*

**Year ended 31st December 2016**

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### **Financial review**

#### **Pay Policy for Key Management Personnel**

The board, who give their time freely and no trustees received remuneration in the year, have considered who the Key Management Personnel (KMP) of the charity. As are noted in the Reference and Administration section the charity does not employ any staff members and the board of Trustees are in charge of directing and controlling, running and operating the activities of the charity on a day to day basis.

#### **Reserves policy and going concern**

As a grant making charity any reserves held are purely to support the infrastructure of running the charity, which is done so entirely by the trustees and its volunteers. The charity holds some of its reserves as Fixed Asset Investments, which provides a modest income to assist the charity to continue its fundraising activities, but these are readily available to be spent as required. "Free reserves" are therefore considered to be the aggregate of Investments and Current Assets, including amounts designated for future grant commitments.

It is the policy of the charity to maintain free reserves at a level which equates to approximately two years of core grant. Any grant commitments given for future years are designated by the trustees.

Based upon a desire to provide around £400,000 of donations per annum, free reserves are targeted at a level of £800,000. At the year end the free reserves amounted to £704,088 as detailed in note 23.

As a grant giving charity, the trustees are happy to conclude that the charity is a going concern, since they control donations paid out on the basis of fundraising income achieved to date and investments held. On that basis they have continued to adopt the going concern basis when preparing the financial statements.

#### **Plans for future periods**

The committee will spend the next period creating a fundraising campaign to capitalise on the existing reputation of the Charity.

The charity now funds two full time fundraisers which has started to substantially increase income for the charity. The brief is to strategically develop 5 main areas: community, schools and education, businesses, trusts and estates, and large commercial and community fundraising.

Strategic fundraising will be in conjunction with our two main events which are currently; 'The Children's Cancer Run' and 'The Big Walk'. We are currently focusing on establishing additional events over the next 12 months.

The charity is committed to solely funding childhood cancer research during current and future periods.

### **PUBLIC BENEFIT**

The trustees have referred to the guidance in the Charity Commission's general guidance on public benefit when reviewing the aims and objectives and in planning future activities. The charitable objectives also are set in order to provide a clear and demonstrable public benefit.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Trustees' Annual Report *(continued)*

Year ended 31st December 2016

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### Trustees' responsibilities statement

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

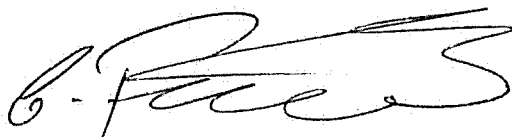
The law applicable to charities in England and Wales requires the charity trustees to prepare financial statements for each year which give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources, of the charity for that period.

In preparing these financial statements, the trustees are required to:

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the applicable Charities SORP;
- make judgments 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 business.

The trustees are responsible for keeping adequate 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 applicable Charities (Accounts and Reports) Regulations, 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.

The trustees' annual report was approved on .....30.06.17..... and signed on behalf of the board of trustees by:



Mr Christopher Peacock  
Trustee

# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Independent Auditor's Report to the Members of North of England Children's Cancer Research Fund**

**Year ended 31st December 2016**

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We have audited the financial statements of North of England Children's Cancer Research Fund for the year ended 31st December 2016, on pages 8 to 19. The financial reporting framework that has been applied in their preparation is applicable law and the United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice), including FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland".

This report is made solely to the charity's members, as a body, in accordance with Section 144 of the Charities Act 2011 and regulations made under Section 154 of that Act. Our audit work has been undertaken so that we might state to the charity's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the charity and the charity's members as a body, for our audit work, for this report, or for the opinions we have formed.

### **Respective responsibilities of trustees and auditor**

As explained more fully in the trustees' responsibilities statement, the trustees are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. We have been appointed as auditor under section 144 of the Charities Act 2011 and report in accordance with regulations made under section 154 of that Act. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

### **Scope of the audit of the financial statements**

An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the charity's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the trustees; and the overall presentation of the financial statements. In addition, we read all the financial and non-financial information in the trustees' report to identify material inconsistencies with the audited financial statements and to identify any information that is apparently materially incorrect based on, or materially inconsistent with, the knowledge acquired by us in the course of performing the audit. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

### **Opinion on financial statements**

In our opinion the financial statements:

- give a true and fair view of the state of the charity's affairs as at 31st December 2016 and of its incoming resources and application of resources for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Charities Act 2011.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Independent Auditor's Report to the Members of North of England Children's Cancer Research Fund *(continued)*

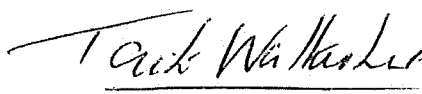
Year ended 31st December 2016

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### Matters on which we are required to report by exception

We have nothing to report in respect of the following matters where the Charities Act 2011 requires us to report to you if, in our opinion:

- the information given in the trustees' report is inconsistent in any material respect with the financial statements; or
- sufficient accounting records have not been kept; or
- the financial statements are not in agreement with the accounting records and returns; or
- we have not received all the information and explanations we require for our audit.

 30-10-17

Simon Brown ACA (Senior Statutory Auditor)

For and on behalf of  
Tait Walker LLP  
Chartered accountant & statutory auditor  
Bulman House  
Regent Centre  
Gosforth  
Newcastle upon Tyne  
NE3 3LS

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Statement of Financial Activities

31st December 2016

		Unrestricted funds £	2016 Restricted funds £	Total funds £	2015 Total funds £
	Note				
<b>Income and endowments</b>					
Donations and legacies	4	314,882	–	<b>314,882</b>	160,065
Other trading activities	5	170,630	–	<b>170,630</b>	198,297
Investment income	6	25,036	–	<b>25,036</b>	17,950
<b>Total income</b>		<u>510,548</u>	<u>–</u>	<u><b>510,548</b></u>	<u>376,312</u>
<b>Expenditure</b>					
Expenditure on raising funds:					
Costs of raising donations and legacies	7	54,200	–	<b>54,200</b>	23,548
Costs of other trading activities	8	67,932	–	<b>67,932</b>	52,879
Investment management costs	9	8,799	–	<b>8,799</b>	6,640
Expenditure on charitable activities	10,11	1,018,218	–	<b>1,018,218</b>	371,716
<b>Total expenditure</b>		<u>1,149,149</u>	<u>–</u>	<u><b>1,149,149</b></u>	<u>454,783</u>
Net gains/(losses) on investments	14	70,216	–	<b>70,216</b>	(20,612)
<b>Net expenditure</b>		<u>(568,385)</u>	<u>–</u>	<u><b>(568,385)</b></u>	<u>(99,083)</u>
Transfers between funds		42,000	(42,000)	–	–
<b>Net movement in funds</b>		<u>(526,385)</u>	<u>(42,000)</u>	<u><b>(568,385)</b></u>	<u>(99,083)</u>
<b>Reconciliation of funds</b>					
Total funds brought forward		1,234,815	42,000	<b>1,276,815</b>	1,375,898
<b>Total funds carried forward</b>		<u>708,430</u>	<u>–</u>	<u><b>708,430</b></u>	<u>1,276,815</u>

The statement of financial activities includes all gains and losses recognised in the year. All income and expenditure derive from continuing activities.

The notes on pages 11 to 19 form part of these financial statements.

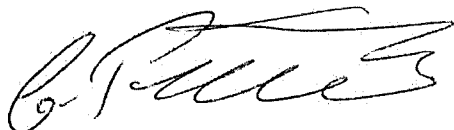
# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Statement of Financial Position

31st December 2016

		Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
<b>Fixed assets</b>			
Intangible assets	19	4,342	–
Investments	20	836,961	1,236,822
		<u>841,303</u>	<u>1,236,822</u>
<b>Current assets</b>			
Debtors	21	27,236	3,777
Cash at bank and in hand		<u>122,512</u>	<u>524,257</u>
		<u>149,748</u>	<u>528,034</u>
<b>Creditors: amounts falling due within one year</b>	22	<u>282,621</u>	<u>488,041</u>
<b>Net current liabilities</b>		<u>(132,873)</u>	<u>39,993</u>
<b>Total assets less current liabilities</b>		<u>708,430</u>	<u>1,276,815</u>
<b>Net assets</b>		<u>708,430</u>	<u>1,276,815</u>
<b>Funds of the charity</b>			
Restricted funds		–	42,000
Unrestricted funds		<u>708,430</u>	<u>1,234,815</u>
<b>Total charity funds</b>	23	<u>708,430</u>	<u>1,276,815</u>

These financial statements were approved by the board of trustees and authorised for issue on 20 October 2017, and are signed on behalf of the board by:



Mr Christopher Peacock  
Trustee

The notes on pages 11 to 19 form part of these financial statements.



# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Statement of Cash Flows

Year ended 31st December 2016

	2016 £	2015 £
<b>Cash flows from operating activities</b>		
Net expenditure	(568,385)	(99,083)
<i>Adjustments for:</i>		
Amortisation of intangible assets	2,138	—
Net (gains)/losses on investments	(70,216)	20,612
Dividends, interest and rents from investments	(24,228)	(17,836)
Other interest receivable and similar income	(808)	(114)
Accrued (income)/expenses	(100,769)	34,328
<i>Changes in:</i>		
Trade and other debtors	(23,459)	50,231
Trade and other creditors	(104,651)	733,032
Cash generated from operations	(890,378)	721,170
Interest received	808	114
Net cash (used in)/from operating activities	(889,570)	721,284
<b>Cash flows from investing activities</b>		
Dividends, interest and rents from investments	24,228	17,836
Purchase of intangible assets	(6,480)	—
Purchases of other investments	(124,124)	(659,075)
Proceeds from sale of other investments	594,201	133,205
Net cash from/(used in) investing activities	487,825	(508,034)
<b>Net (decrease)/increase in cash and cash equivalents</b>	(401,745)	213,250
<b>Cash and cash equivalents at beginning of year</b>	<b>524,257</b>	<b>311,007</b>
<b>Cash and cash equivalents at end of year</b>	<b>122,512</b>	<b>524,257</b>

The notes on pages 11 to 19 form part of these financial statements.

# **NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND**

## **Notes to the Financial Statements**

**Year ended 31st December 2016**

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### **1. General information**

The charity is registered charity in England and Wales and is unincorporated. The address of the principal office is Peacock Medical Group Ltd, Benfield Business Park, Benfield Road, Newcastle upon Tyne, NE6 4NQ.

### **2. Statement of compliance**

These financial statements have been prepared in compliance with FRS 102, 'The Financial Reporting Standard applicable in the UK and the Republic of Ireland', the 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 (FRS 102) (Charities SORP (FRS 102)) and the Charities Act 2011.

### **3. Accounting policies**

#### **Basis of preparation**

The financial statements have been prepared on the historical cost basis, as modified by the revaluation of investments measured at fair value through the Statement of Financial Activities.

#### **Going concern**

There are no material uncertainties about the charity's ability to continue.

#### **Transition to FRS 102**

The entity transitioned from previous UK GAAP to FRS 102 as at 1 Apr 15. Details of how FRS 102 has affected the reported financial position and financial performance is given in note 26.

#### **Judgements and key sources of estimation uncertainty**

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported. These estimates and judgements are continually reviewed and are based on experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

#### **Fund accounting**

Restricted funds are maintained in accordance with the restrictions placed upon monies received from the donor.

Unrestricted funds are the free funds of the Charity to use at the discretion of the trustees in the furtherance of the charity's objectives. Unrestricted funds include designated funds where the trustees, at their discretion, have created a fund for a specific purpose.

#### **Incoming resources**

All income is included in the statement of financial activities when entitlement has passed to the charity, it is probable that the economic benefits associated with the transaction will flow to the charity and the amount can be reliably measured. The following specific policies are applied to particular categories of income:

- income from donations or grants is recognised when there is evidence of entitlement to the gift, receipt is probable and its amount can be measured reliably.
- legacy income is recognised when receipt is probable and entitlement is established.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

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### 3. Accounting policies *(continued)*

#### Incoming resources *(continued)*

- income from donated goods is measured at the fair value of the goods unless this is impractical to measure reliably, in which case the value is derived from the cost to the donor or the estimated resale value. Donated facilities and services are recognised in the accounts when received if the value can be reliably measured. No amounts are included for the contribution of general volunteers.
- income from third party agencies is recorded as receipt received by the charity at time of entitlement.

#### Resources expended

##### Expenditure

Liabilities are recognised as expenditure as soon as there is a legal or constructive obligation committing the charity to that expenditure, it is probable that settlement will be required and the amount of the obligation can be measured reliably.

All expenditure is accounted for on an accruals basis. All expenses, including support costs and governance costs, are allocated or apportioned to the applicable expenditure headings in the statement of financial activities. Refer to the Support Costs note for further information on the basis for allocation.

Irrecoverable VAT is charged against the expenditure heading for which it was incurred.

##### Allocation of support and governance costs

Support costs have been differentiated between governance costs and other support costs. Governance costs comprise all costs involving the public accountability of the charity and its compliance with regulation and good practice. These costs include costs related to the statutory audit and other costs with an apportionment of overhead and support costs.

Governance costs and support costs relating to charitable activities have been apportioned as set out in the Support Costs note.

##### Intangible assets

Intangible assets are initially recorded at cost, and are subsequently stated at cost less any accumulated amortisation and impairment losses.

##### Amortisation

Amortisation is calculated so as to write off the cost of an asset, less its estimated residual value, over the useful life of that asset as follows:

Website	-	33% straight line
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If there is an indication that there has been a significant change in amortisation rate, useful life or residual value of an intangible asset, the amortisation is revised prospectively to reflect the new estimates.

##### Investments

Listed investments are measured at fair value with changes in fair value being recognised in the Statement of Financial Activities.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

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### 3. Accounting policies *(continued)*

#### **Debtors**

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

#### **Cash at bank and in hand**

Cash at bank and in hand includes cash and short term highly liquid investments with a short maturity of three months or less from the date of acquisition or opening of the deposit or similar account.

#### **Creditor and provisions**

Creditors and provisions are recognised where the charity has a present obligation resulting from a past event that will probably result in the transfer of funds to a third party and the amount due to settle the obligation can be measured or estimated reliably. Creditors and provision are normally recognised at their settlement amount after allowing for any trade discounts due.

#### **Taxation**

The charity is exempt from tax on income and gains falling within section 505 of the Taxes Act 1988 or section 252 of the Taxation of Chargeable Gains Act 1992 to the extent that these are applied to its charitable objects.

#### **Impairment of fixed assets**

A review for indicators of impairment is carried out at each reporting date, with the recoverable amount being estimated where such indicators exist. Where the carrying value exceeds the recoverable amount, the asset is impaired accordingly. Prior impairments are also reviewed for possible reversal at each reporting date.

#### **Financial instruments**

A financial asset or a financial liability is recognised only when the entity becomes a party to the contractual provisions of the instrument.

Basic financial instruments are initially recognised at the amount receivable or payable including any related transaction costs, unless the arrangement constitutes a financing transaction, where it is recognised at the present value of the future payments discounted at a market rate of interest for a similar debt instrument.

Current assets and current liabilities are subsequently measured at the cash or other consideration expected to be paid or received and not discounted.

### 4. Donations and legacies

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
<b>Donations</b>				
Donations - General	197,899	<b>197,899</b>	90,861	90,861
Justgiving.com	75,136	<b>75,136</b>	67,471	67,471
Virgin Giving	5,911	<b>5,911</b>	—	—
Good Will Causes	25,912	<b>25,912</b>	—	—

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

### 4. Donations and legacies *(continued)*

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
<b>Legacies</b>				
Other legacies	—	—	1,733	1,733
Estate of Eva Kirby	10,024	10,024	—	—
	<u>314,882</u>	<u>314,882</u>	<u>160,065</u>	<u>160,065</u>

### 5. Other trading activities

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Fundraising events	17,760	17,760	40,557	40,557
Children's Cancer Run	152,870	152,870	157,740	157,740
	<u>170,630</u>	<u>170,630</u>	<u>198,297</u>	<u>198,297</u>

### 6. Investment income

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Income from listed investments	7,162	7,162	3,373	3,373
Income from UK fixed interest investments	17,066	17,066	14,463	14,463
Bank interest receivable	808	808	114	114
	<u>25,036</u>	<u>25,036</u>	<u>17,950</u>	<u>17,950</u>

### 7. Costs of raising donations and legacies

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Purchases	26,508	26,508	18,792	18,792
Other office costs	5,050	5,050	4,594	4,594
Amortisation	2,138	2,138	—	—
Just Giving fees	331	331	162	162
Seconded staff	20,173	20,173	—	—
	<u>54,200</u>	<u>54,200</u>	<u>23,548</u>	<u>23,548</u>

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

### 8. Costs of other trading activities

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
Staging events - purchases	52,725	<b>52,725</b>	52,879	52,879
Seconded staff	12,002	<b>12,002</b>	—	—
Everyday Hero Fees	3,205	<b>3,205</b>	—	—
	<u>67,932</u>	<u><b>67,932</b></u>	<u>52,879</u>	<u>52,879</u>

### 9. Investment management costs

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
Portfolio management	8,799	<b>8,799</b>	6,640	6,640
	<u>8,799</u>	<u><b>8,799</b></u>	<u>6,640</u>	<u>6,640</u>

### 10. Expenditure on charitable activities by fund type

	Unrestricted Funds	Total Funds 2016	Unrestricted Funds	Total Funds 2015
	£	£	£	£
University of Newcastle upon Tyne and donations	1,010,046	<b>1,010,046</b>	363,822	363,822
Support costs	8,172	<b>8,172</b>	7,894	7,894
	<u>1,018,218</u>	<u><b>1,018,218</b></u>	<u>371,716</u>	<u>371,716</u>

### 11. Expenditure on charitable activities by activity type

	Grant funding of activities	Support costs	Total funds 2016	Total fund 2015
	£	£	£	£
University of Newcastle upon Tyne and donations	1,010,046	—	<b>1,010,046</b>	363,822
Governance costs	—	8,172	<b>8,172</b>	7,894
	<u>1,010,046</u>	<u>8,172</u>	<u><b>1,018,218</b></u>	<u>371,716</u>

### 12. Analysis of support costs

	Governance Costs	Total 2016	Total 2015
	£	£	£
Finance costs	30	<b>30</b>	30
Insurance	1,063	<b>1,063</b>	784
Accountancy fees	4,080	<b>4,080</b>	4,080
Audit fees	3,000	<b>3,000</b>	3,000
	<u>8,173</u>	<u><b>8,173</b></u>	<u>7,894</u>

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

### 13. Analysis of grants

	Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
<b>Grants to institutions</b>		
Newcastle University	<u>1,010,046</u>	<u>363,822</u>
Total grants	<u>1,010,046</u>	<u>363,822</u>

### 14. Net gains/(losses) on investments

	Unrestricted Funds £	Total Funds 2016 £	Unrestricted Funds £	Total Funds 2015 £
Gains/(losses) on listed investments	67,883	<b>67,883</b>	(19,177)	(19,177)
Gains/(losses) on other investment assets	<u>2,333</u>	<u>2,333</u>	<u>(1,435)</u>	<u>(1,435)</u>
	<u>70,216</u>	<u>70,216</u>	<u>(20,612)</u>	<u>(20,612)</u>

### 15. Net expenditure

Net expenditure is stated after charging/(crediting):

	2016 £	2015 £
Amortisation of intangible assets	<u>2,138</u>	<u>—</u>

### 16. Auditors remuneration

	Year to 31 Dec 16 £	Period from 1 Apr 15 to 31 Dec 15 £
Fees payable for the audit of the financial statements	<u>3,000</u>	<u>3,000</u>

### 17. Trustee remuneration and expenses

No remuneration or other benefits from employment with the charity or a related entity were received by the trustees.

### 18. Transfers between funds

The charity has purchased the new server and therefore now able to release the restricted funds to the general unrestricted reserve.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

### 19. Intangible assets

	Website £
<b>Cost</b>	
Additions	6,480
<b>At 31st December 2016</b>	<u>6,480</u>
<b>Amortisation</b>	
Charge for the year	2,138
<b>At 31st December 2016</b>	<u>2,138</u>
<b>Carrying amount</b>	
<b>At 31st December 2016</b>	<u>4,342</u>
At 31st December 2015	<u>–</u>

### 20. Investments

	Listed investments £
<b>Cost or valuation</b>	
At 1st January 2016	1,236,822
Additions	124,124
Disposals	(591,868)
Fair value movements	67,883
<b>At 31st December 2016</b>	<u>836,961</u>
<b>Impairment</b>	
At 1st January 2016 and 31st December 2016	
<b>Carrying amount</b>	
<b>At 31st December 2016</b>	<u>836,961</u>
At 31st December 2015	<u>1,236,822</u>

All investments shown above are held at valuation.

#### Financial assets held at fair value

The investments are valued at market value.

At the year end, the following investments represented more than 5% of the value of the investment portfolio:

Invesco Perpetual Corporate Bond Z Inc Fund	115,038
JP Morgan AM UK LTD US Equity Income C	57,700
Vanguard Funds PLC S&P 500 UCITS	64,371
Standard Life Investments AAA Income Retail Inc Fund	100,140
<b>Total</b>	<u>337,249</u>



# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

### 21. Debtors

	2016 £	2015 £
Trade debtors	650	740
Prepayments and accrued income	26,586	3,037
	<u>27,236</u>	<u>3,777</u>

### 22. Creditors: amounts falling due within one year

	2016 £	2015 £
Accruals and deferred income	159,992	260,761
Newcastle University Research Unit	122,629	227,280
	<u>282,621</u>	<u>488,041</u>

### 23. Analysis of charitable funds

#### Unrestricted funds

	At 1st January 2016 £	Income £	Expenditure £	Transfers £	Gains and losses £	At 31st December 2016 £
General funds	643,684	510,548	(1,149,149)	199,821	70,216	275,120
Core set-aside	591,131	—	—	(157,821)	—	433,310
	<u>1,234,815</u>	<u>510,548</u>	<u>(1,149,149)</u>	<u>42,000</u>	<u>70,216</u>	<u>708,430</u>

#### Reserve note

Unrestricted funds comprise those funds which the trustees are free to use for any purpose in furtherance of the charitable objects. Unrestricted funds include designated funds, where the trustees, at their discretion, have created a fund for a specific purpose.

The basis for calculating 'free reserves' are after allowing for all designated funds, fixed assets and other non-current assets and liabilities.

#### Restricted funds

	At 1st January 2016 £	Income £	Expenditure £	Transfers £	Gains and losses £	At 31st December 2016 £
Server - Hershel building	42,000	—	—	(42,000)	—	—

Two donations totalling £42,000 were received during the prior year and are to go towards the cost of purchasing a server for the new Hershel building. Now the server has been purchased the restrictions have met and the funds released.

# NORTH OF ENGLAND CHILDREN'S CANCER RESEARCH FUND

## Notes to the Financial Statements *(continued)*

Year ended 31st December 2016

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### 24. Analysis of net assets between funds

	Unrestricted Funds	Total Funds 2016
	£	£
Intangible assets	4,342	<b>4,342</b>
Investments	836,961	<b>836,961</b>
Current assets	149,748	<b>149,748</b>
Creditors less than 1 year	(282,621)	<b>(282,621)</b>
<b>Net assets</b>	<b>708,430</b>	<b>708,430</b>

### 25. Related parties

During the year no (2015 - one) trustee was reimbursed expenses for costs incurred. This amounted to £Nil (2015 - £2,220). At the year end £Nil (2015 - £Nil) was outstanding and included in accruals.

### 26. Transition to FRS 102

These are the first financial statements that comply with FRS 102. The charity transitioned to FRS 102 on 1st April 2015.

No transitional adjustments were required in the retained funds or income or expenditure for the period.

Research Fund is a North East children's charity formed in 1979 by a small group of parents who had lost children, while others were grateful that their children had overcome disease.

helped fund research that has established the North East as one of the world leaders in the

this work, and to help more children beat cancer and live long and happy lives. You can get involved in one of our events.

*accidental death in young children in the UK. The North of England Children's Cancer Research Fund has been instrumental in the development of treatment of this terrible disease."*

**the research we help to fund are...**

cured of cancer

email.\*

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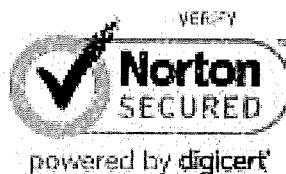
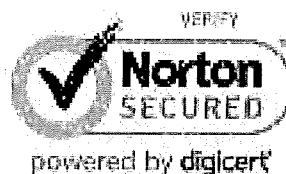
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DATED

*9th* March 2017

North of England Children's Cancer Research

- 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:**

**North of England Children's Cancer Research** of Sir James Spence Institute for Child Health, Newcastle Upon Tyne, NE1 4L. **North of England Children's Cancer Research** a charitable unincorporated association established by a constitution dated 1979 a charity registered in England and Wales with registered charity number 51039 (the "**Charity**"); and

- (1) **Unicare Limited (Company Number 05744027)** whose registered office and trading address is at Unit 12 Hunslet Trading Estate, Severn Way, Leeds, LS10 1BL ("**Unicare**").

## **BACKGROUND**

- 1 Details on charity info
- 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 In consideration of the undertakings given by Unicare Ltd in this agreement, The Charity hereby appoints Unicare Ltd as its exclusive licensee to use the name and logo in connection with the products in sections 3 for the term under 15.1 subject to termination in accordance with Clause 15.
- 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 EXCLUSIVE AGREEMENT

11.1 The Charity undertakes with Unicare Ltd that for the duration of this agreement they will not enter into a similar agreement with any other party in respect of product or service which is similar under section 3 of this agreement.

## 12 INFRINGEMENT

12.1 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").

12.2 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.

## 13 DISCLOSURE AND CONFIDENTIALITY

13.1 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:

13.1.1 where necessary for performance of its obligations and in pursuance of its rights under this Licence; or

13.1.2 where required by law.

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

- 13.2.1 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
- 13.2.2 it knew before the first disclosure to it by the other party; or
- 13.2.3 it received independently from a third party with the full right to disclose.

#### 14 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.

#### 15 COMMENCEMENT, DURATION AND TERMINATION

- 15.1 This Agreement shall continue indefinitely, subject to earlier termination in accordance with clauses 15.2 or 15.3.
- 15.2 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.
- 15.3 Either party may terminate this Agreement immediately by giving notice to the other if the other:
  - 15.3.1 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.
  - 15.3.2 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
  - 15.3.3 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
  - 15.3.4 has an administrator, receiver or manager appointed over the whole, or a substantial part, of its undertakings or assets; or
  - 15.3.5 ceases or threatens to cease to carry on its business or operations.

15.4 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.

## 16 EFFECT OF TERMINATION

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

16.1.1 the licence to use the Mark ceases immediately;

16.1.2 Unicare shall not distribute any further Licensed Products;

16.1.3 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;

16.1.4 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.

16.2 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.

## 17 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.

**18 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.

**19 VARIATION**

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

**20 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.

**21 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.

**22 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.

**23 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.

**24 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.

**25 LAW AND JURISDICTION**

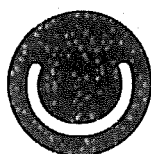
This Agreement shall be governed by, and construed in accordance with, English law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have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

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

## SCHEDULE 1

Mark

TRADE MARK



North of England  
Children's Cancer  
Research



## **SCHEDULE 2**

### **Donations**

Unicare will endeavour to raise £50,000 in the first year of the partnership to be paid to North of England Children's Cancer Research as a result of the Licensed Products during the Term.

SIGNED as a DEED by **James Richardson** )  
(Trustee) for and on behalf of the trustees of the )  
**North of England Children's Cancer Charity** )  
pursuant to an authority made by the trustees )  
pursuant to section 82 Charities Act 1993, in the  
presence of

Witness:                      Signature

J. N.

Name

James Richardson

Address

Sir James Spence Institute for Child Health,  
Newcastle Upon Tyne.

NE1 4LP

Occupation

**Vice Chairman**

**SIGNED as a DEED** by [ ] )  
(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

.....

**SIGNED as a DEED by**

for and on behalf of Unicare Limited

Director            **Olena Romanyshyn**

Witness:        Signature

.....

Name            **UNICARE LTD**

Address            **Unit 12,  
Hunslet Trading Estate,  
Severn Way, Leeds, LS10 1BL**

Occupation        **MANAGING DIRECTOR**

Research fund have been funding research into childhood cancer in Newcastle upon Tyne. Since the centre was opened, a world class facility inside of the Wolfson Centre for Childhood Cancer Research we have helped to fund:

• Research are currently working on clinical trials to develop new therapies to improve survival

• Provide individual treatment to children with an aggressive type of brain cancer to ensure the best outcome

• Fundamental in the discovery of a less aggressive medical approach to treating childhood Leukaemia

**Last Name\***

**Email\***

**Confirm Email\***

**I am happy to receive information about events and research developments via email.\***

(None Selected) ▾

## Security Code



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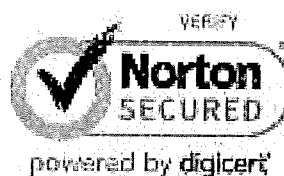
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# blackbaud™

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(<https://www.blackbaud.com/fundraising-crm/etapestry-donor-management.aspx>).





North of England  
Children's Cancer  
Research



Unicare  
Let's care together

# Helping more children to beat cancer So they can live long and happy lives!



As one of the world leaders in the research of childhood cancers, the NECCR has in the last 30 years, raised over 30 million pounds.

Your generous donations will help make a difference to local families and children with cancer everywhere.

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

Charity Registered No.: 510339, registered in England and Wales.  
In partnership with Unicare Ltd. Co. Reg No: 05744027



North of England  
Children's Cancer  
Research

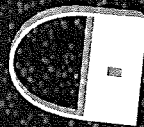
This collection scheme is carried out by  
Unicare Ltd., our commercial participant.

Unicare Ltd., will aim to raise up to £50,000  
during their first year of partnership with  
the NECCR.

All distributors and collectors of NECCR  
charity bags carry ID badges issued by  
Unicare Ltd.

Please donate:

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



**Unicare**  
Let's care together

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

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

Did we miss your bag?  
Contact us on Freephone

**0333 6666 777**

lines open 8am - 5pm

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

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.

Registered with



FUNDRAISING  
REGULATOR

NECCR Charity No: 510339, Registered in England and Wales  
Unicare Ltd. Company Reg No: 05744027.  
[www.unicarerecycling.co.uk](http://www.unicarerecycling.co.uk)