

Neighbourhood and Adult Services

only

18/19

Application for a House to House Collections Permit

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

Fee	Free of Charge
Lalpac number	043270
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 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): MISS Date of Birth: 05.12.68

Surname: SWEENEY First names: KERRY

Address (either home or Business): 542 PRESBOT ROAD  
LIVERPOOL Pos code: L13 3DB

Daytime phone number: 0151 228 3353 Mobile phone number: N/A

E-mail address: laurareacydeproline@hotmail.co.uk

**Details of the charity which the collection will benefit**

2. Name of Charity: CANCER RESEARCH & GENETICS UK

Head Office address for the Charity: SHERWOOD, LLANDRAW WOODS,  
MAESYCOED, PONTYPRIDD, SOUTH WALES  
Post code: CF37 1EX

Contact phone number: 01443 408813 Mobile phone number: \_\_\_\_\_

E-mail address: cancerresearchgenetics@aol.com

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

If YES, please state your position within the Charity: N/A

\*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 RAISE FUNDS AND AWARENESS FOR CANCER RESEARCH & CARETAKERS UK

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

Please attach supporting information, web site details etc.

DONATIONS WILL BE MADE TO THE UNIVERSITY IN ROTHERHAM FOR THE STUDY OF THE CANCER GENE

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

Yes  No

Registered Charity Number: 1121512

Collection details

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

ALL OVER ROTHERHAM

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

30.09.19 TO 30.09.20

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

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)

SECOND HAND CLOTHING & SHOES  
Sell  Give Away  Use

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

Yes  No

If Yes, which other licensing authorities

MERSEYSIDE, LANC'S, CHESHIRE  
CTR MANCHESTER, S W YORKS, BEDS  
LINC'S, CAMBS, LEICS, NORFOLK, NORTHANTS  
CTR LONDON

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

Yes  No

3f. 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  N/A

3g. 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.

**Funds raised following collections**

4. Are all of the collections takings to be paid over to the Charity

Yes  No  **D**

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

UP TO 15% WAGES, PRINTING, FUEL  
UP TO 10% ADMIN COSTS.

4.a. Please state how much will be deducted for expenses or other reasons

£ COLLECTOR'S M/RATE £8-21  
PH AS ABOVE

Yes  No  **D**

4.b. Is it proposed to use some of the takings for the payment of any persons

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:

£ M/RATE £8-21

**Details of company or organisation responsible for these collection**

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

Office address of the Company/Organisation: 542 PRESCOT ROAD LIVERPOOL L3 3DB

Contact phone number: 0151 228353 Mobile phone number:

E-mail address: laura@recycleproline@hotmail.co.uk

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

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

\*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**

house to house collection permit before? Yes  No

If 'Yes', who issued it? BATH & NORTH-EAST SOMERSET 19/07/13

What date was it granted? 22/04/19 to 22/04/20 What licence number was? \_\_\_\_\_

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?

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" within 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 **D** 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	
/ /		
/ /		
/ /		
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/ /		
/ /		

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.)

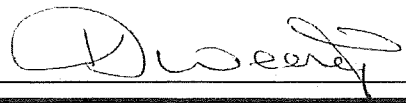
The applicants attention is drawn to the House to House Collections Act 1939, and to paragraph 4 of the House to House Collections Regulations 1947 (as amended); on the 12 December 1947. This paragraph provides that ordinarily an application for licence shall be made not later than the 1st day of the 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 29 10 8 119



# Cancer Research & Genetics UK

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Telephone/fax:  
(01443) 408813

Mobile:  
07811 512573

SHERWOOD,  
LLANDRAW WOODS  
MAESYCOED, PONTYPRIDD  
SOUTH WALES. . CF37 1EX

01.11.2018

Dear Sirs

**Re: Cancer Research & Genetics UK**

I write in support of any applications for House to House collection/Permit in the name of the promotor/Company business, Miss Laura Kulikauskalte, Miss Kerry Sweeney/Recycle Proline Ltd on behalf of the above named Charity.

I therefore give my full authorisation and permission to the above and hereby give my signature as authority.

Your truly

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Director: Mr. NICHOLAS JOHN PHILLIPS . Treasurer: Mr. DARRYL JOHN PHILLIPS

Secretary: Miss GEMMA BOSHER

Email: [cancergeneticsuk@aol.com](mailto:cancergeneticsuk@aol.com) Charity No. 1121512 Web: [www.cancerresearchgenetics.co.uk](http://www.cancerresearchgenetics.co.uk)



**THIS AGREEMENT** is made the 1 day of November 2018.

**BETWEEN (1) Cancer Research and Genetics UK** (registered charity 1121512 number) whose head office is located at Sherwood, Llandraw Woods, Maesycod, Pontypridd, South Wales, CF37 1EX and the Trustees and Members of the Management Committee as Trustees of Cancer Research and Genetics UK (hereinafter referred to as "the Charity") and

**(2) Recycle Proline Limited** whose registered office is at 542 Prescot Road, Liverpool, Merseyside, L13 3DB (hereinafter referred to as "the Company")

WHEREAS

- (a) The Charity wishes to maximise the income it can generate for the purpose of carrying out its charitable objectives and is the beneficial owner of the name and logos.
- (b) The Charity wishes to make an arrangement with the Company to collect clothing and shoes for the purposes of re-sale so as to raise funds on behalf of the Charity.

## **THE AGREEMENT**

### 1. Definitions

In this agreement the following words and phrases shall have the following Meanings:

1.1 "The Act" shall mean the Charities Act 1992.

1.2 "The Logo" shall mean the Logo a copy of which appears in Schedule One of this agreement.

- 1.3 "The Area" shall mean all those Councils falling within the prescribed area defined in Schedule Two to this agreement.
  
2. In consideration of the obligations on the part of the Company as set out in this agreement the Charity hereby authorises the Company to use the Charity's name and logo in connection with the collection of clothing and shoes within the area.
  
3. The Company shall at such times and in such districts as it, in its absolute discretion it shall decide, make arrangements for and carry out the collection of clothes and shoes and other recyclable items donated by households within the Area.
  
4. In carrying out its collections the Company shall:
  - (i) make a visit to addresses within the district the details of which will be recorded and leave a leaflet and a collection bag which will be of a design determined by the Company but worded in accordance with the wording set out in Schedule 3 of this agreement.
  
  - (ii) On the date stated in the leaflet delivered to each address the Company will re-visit the district and collect all clothes and shoes which have been designated by householders for collection.

When collected the company shall be entitled to sell all clothes and shoes and other recyclable material collected in whatever manner they deem appropriate.

5. In carrying out leaflet delivery and collection services the Company and its servants or agents will at all times act in a polite and courteous manner towards householders so as not to bring the name and Logo of the Charity into disrepute.
  - (i) Approaching households respectfully
  
  - (ii) The time of the day that Company may knock



(ii) Company responsibilities regarding no-cold-calling zones and door stickers.

6. The Company shall not use the name and Logo of the Charity in any other manner than is sanctioned by this agreement without the prior written consent of the Charity and will at all times act in accordance with the Act.
7. The Company shall keep legible and detailed books of accounts and records relating to the collection of clothing and shoes and the sale thereof and shall allow the Charity, its employees agents and professional advisors, to audit and take copies of any such books of account, VAT records, bank statements or other records of the Company relevant to this agreement.
8. The Company shall be responsible for all its own costs which are incurred in relation to the collection and sale of the clothes and shoes and other recyclable material.
9. At its own costs the Company shall be responsible for obtaining and maintaining a license permitting collections for all districts within the Area where it carries out collections.
10. Neither the Company nor its servants or agents shall hold themselves out as acting as agent on behalf of the Charity for the purposes of entering into any contractual arrangement with any third party.
11. On a monthly basis the Company will make a payment to the Charity in the minimum sum of £3,200.00.
  - (i) As an exception to this clause. The company will make a payment of £ 1.600.00 in the month of December 2018. This clause will apply in any December while the agreement is in force.

12. The term of this agreement shall be twelve months from the date of the agreement and shall continue in effect at the expiration of six months unless either party gives to the other three months written notice of the termination of the agreement.
  
13. The following provisions shall apply in the event of default by either party.
  - (i) Any "event or default" shall mean any of the parties committing a material breach of its obligations under this agreement and, in the case of a breach capable of remedy, failing to remedy the same within twenty one days of being specifically required in writing to do so by the other party.
  - (ii) If any party, "the defaulting party" commits any event or default the other party shall be entitled by notice in writing to the defaulting party within one month following the date of occurrence of the event or default terminate this agreement.
  
14. None of the parties shall divulge or communicate to any person (other than as required by law) or use or exploit for any purpose whatsoever any information of a confidential nature relating to this agreement. This restriction shall continue to apply after expiration or sooner determination of this agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain otherwise than breach of this clause.
  
15. Subject to the provisions of this agreement none of the parties shall assign or transfer or purport to assign any of their rights or obligations hereunder.

16. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance of the other party and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
17. This agreement shall not be varied unless such variation shall be expressly agreed in writing by each of the parties.
18. Nothing in this agreement shall be construed or deemed to constitute a partnership between the parties
19. If any of the provisions of this agreement is found by a court of competent jurisdiction to be void, unenforceable or illegal, such provisions shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect.
20. Any notices to be given pursuant or in connection with this agreement shall be in writing and
  - (i) sent by first class prepaid or registered mail; or
  - (ii) delivered personally; or
  - (iii) transmitted by fax.The parties are to be served at the address given in this agreement or such other address or addresses within the United Kingdom from time to time notified in writing on behalf of any such party or parties to the other party. Any such notice given pursuant to this clause shall be deemed to have been received and effectively served:-
  - (i) upon the day of delivery or transmission if delivered personally or transmitted by fax before the end of the business day; or
  - (ii) on the next following business day if sent by first class prepaid or registered mail or if transmitted by fax or delivered personally after the end of a business day or any other day or any other day not being a business day;

(iii) for the purposes this clause reference to business day shall be referenced to the days of Monday to Friday inclusive but excluding bank holidays; the business day being deemed to have commenced at 9.00am and terminating at 5.00pm Greenwich Mean Time.

21. The construction validity and performance of this agreement shall be governed by the laws of England and Wales.
22. It is not the intention of the parties hereto to confer rights on third parties who are not parties to this agreement.
23. Recycle Proline LTD shall be the ONLY Company authorized to distribute/collect plastic bags on behalf of Cancer Research and Genetics UK.

AS WITNESS the hands of the parties

Signed by..... *N J Phillips*.....

Name..... *Mr N.J. Phillips (DIRECTOR)*.....

For and on behalf of Cancer Research and Genetics UK

Date of Agreement..... *1-11-2018*.....

Signed by..... *Kaunf / Donf*.....

Name..... *L.KULIKAUSKAITE / K.DONELIENE*.....

Recycle Proline Limited

Date of Agreement..... *01/11/2018*.....

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Schedule One

LOGO

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Schedule Two  
England Scotland and Wales

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Schedule Three

**Cancer Research & Genetics UK**  
 Charity Reg No. 1121512  
 Registered in England & Wales

**Recycle Proline Ltd**  
 A registered charity (Charity Reg No. 1121512) and a limited company (Company Reg No. 02068484) with its registered office at 100, The Quadrant, London W1 8PF. It is a company limited by guarantee with a share capital of £100,000 divided into 100,000 shares of £1 each. The registered office is at 100, The Quadrant, London W1 8PF. The company is a member of the Institute of Fundraising.

**Help us by donating**

- Clothing - adults and children
- Paired shoes tied together
- Handbags, belts, hats, accessories
- Bed linen, towels, soft toys
- Jewellery, toiletries, perfumes
- Bric-A-Brac, souvenirs

Please Not: Curtains and Books

**FR** FUNDRAISING REGULATOR **Institute of Fundraising**

**Turn your unwanted clothing in support of  
 Cancer Research & Genetics UK**  
**Recycle Proline is operating this collection service**

**Collection will be between 8 am and 2 pm and we will collect it on!**

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**If this bag has not been collected between 8am to 2pm or if you have any queries please contact the helpline on**  
**0844 335 6540**  
 Office open 12 noon Mon-Fri 9am-5pm

**WARNING! BEWARE OF ROGUS COLLECTORS ALL OUR COLLECTORS CARRY IDENTITY CARDS**  
**SAFETY FIRST THIS BAG SHOULD BE KEPT AWAY FROM BABIES, CHILDREN & PETS**

**Registered Number 06587526**

**RECYCLE PROLINE LTD**

**Micro-entity Accounts**

**31 May 2018**

## Micro-entity Balance Sheet as at 31 May 2018

	<i>Notes</i>	<i>2018</i>	<i>2017</i>
		£	£
<b>Fixed Assets</b>		35,009	20,000
<b>Current Assets</b>		134,827	98,375
<b>Creditors: amounts falling due within one year</b>		(250)	(225)
<b>Net current assets (liabilities)</b>		<u>134,577</u>	<u>98,150</u>
<b>Total assets less current liabilities</b>		<u>169,586</u>	<u>118,150</u>
<b>Total net assets (liabilities)</b>		<u>169,586</u>	<u>118,150</u>
<b>Capital and reserves</b>		<u>169,586</u>	<u>118,150</u>

- For the year ending 31 May 2018 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.
- The accounts have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 26 February 2019

And signed on their behalf by:

**KRISTINA DONELIENE, Director**

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.