



# House to House Appendix 4

Regeneration and Environment Services

## Application for a House to House Collections Permit

House to House Collections Act 1939

House to House Collections Regulations 1947 (as amended)

For office use only	
Date Received	23/9/19
Fee	Free of Charge
Lapac number	043641
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 info 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.

Fundraising for the Breast Cancer Research organisations. Full details are available on teh Charity website www.breastcancerresearchaid.org.uk

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

Please attach supporting information, web site details etc.

Cancer Research Organisations find cure for Breast Cancer which affects women all over the world .

web details above

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

Yes  No

Registered Charity Number 1166674

Collection details

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

teh whole borough or as allocated by the licensing office

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

any dates during the period 01.11.2019 - 30.10.2020

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)

used clothing

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 purposes in other areas of the UK:

Yes

No

If Yes, which other licensing authorities

we have licenses in over 180 boroughs - London Metropolitan Police, Liverpool, Coventry, Manchester, Belfast etc

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.

no

## 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

commercial participant costs - vans rent,  
admin

4.a. Please state how much will be deducted for expenses or other reasons £ 35 % of total proceeds will be deducted for costs

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:

£

## Details of company or organisation responsible for these collection

5. Name of Company/Organisation to carry out collections: Giving Support Ltd

Office address of the as above

Company/Organisation:

Post code:

Contact phone number:

01564784107

Mobile phone number:

E-mail address:

bcra@mail.com

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

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

Company 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? We have been operating as a commercial participant for charities for over 6 years and have licences in over 180 boroughs of the UK and Schotland, details are vary

What date was it granted? / /

What licence number was it?

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" 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.

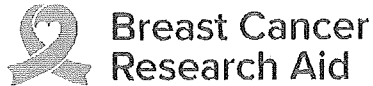
**Declaration**

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 23 / 09 / 19



Breast Cancer Research Aid. Kemp House 152 City Road, London EC1V 2NX. Telephone: 08006785869

29 November 2018

Dear Sir/Madam

Please accept this letter as a recommendation to grant Giving Support Limited a licence to operate house to house clothing collections within your local authority.

We have a legal agreement with Giving Support Ltd who guarantees that £50,000 per calendar year will be donated to Breast Cancer Research Aid (BCRA-UK) registered charity number 1166674. This money will be gratefully received by us, and will be used to help fund the work of scientists at The Institute of Cancer Research (ICR) and other cancer research institutions across the country.

The programme will be explained to householders, who donate clothes and details of how their donations help will be provided.

If you would like any additional information on the project or our work with Giving Support Ltd please do not hesitate to contact us using the details above.

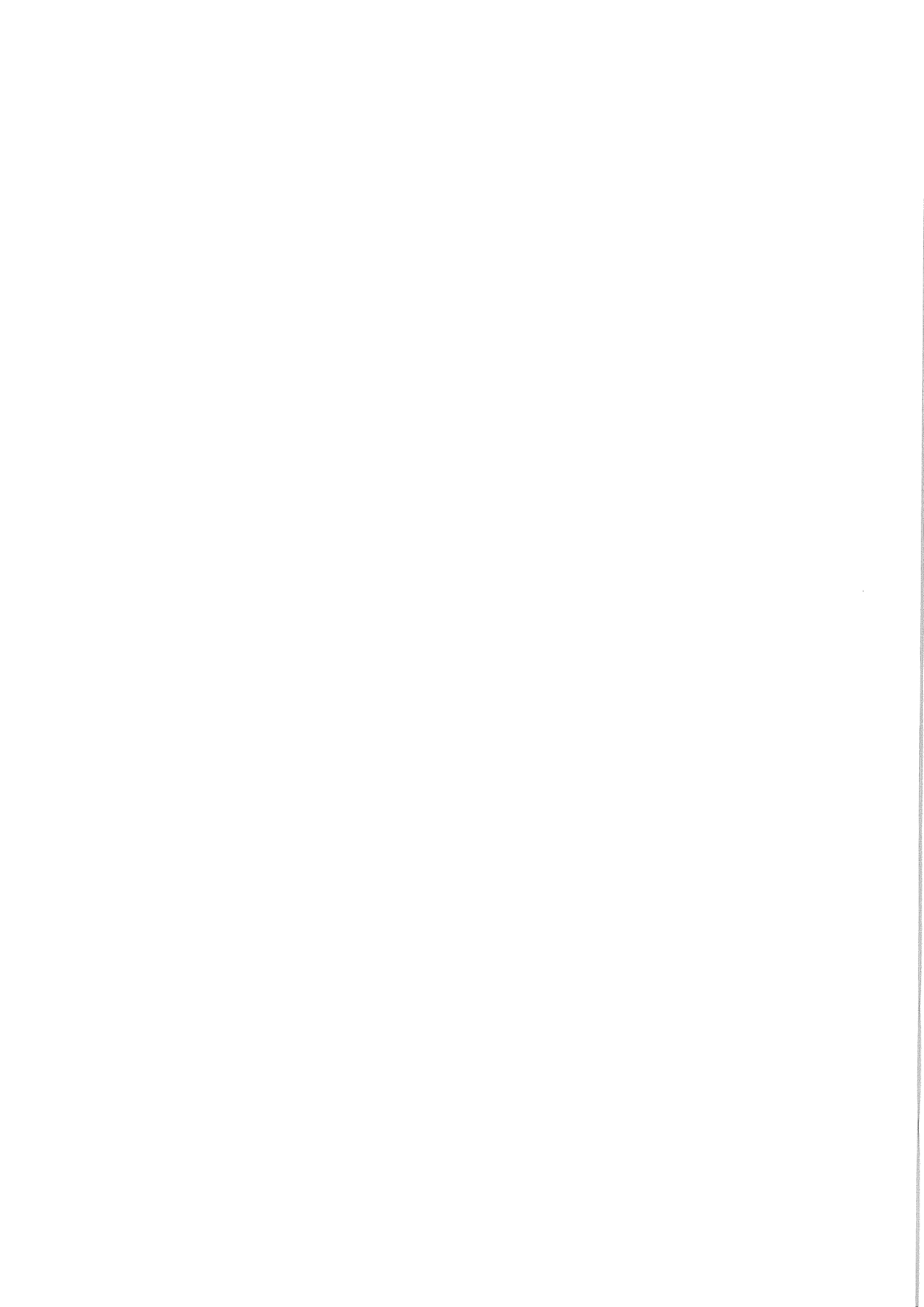
Many thanks for your consideration.

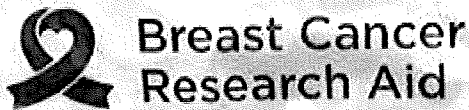
Yours faithfully

Lawrence Robinson

**BREAST CANCER  
RESEARCH AID**  
REGISTERED IN ENGLAND AND WALES  
1166674 SCOTLAND SC046669

Trustee, Breast Cancer Research Aid.





## Breast Cancer Research Aid

*A charity registered with the Charity Commission for  
England & Wales 1166674 and Scotland SC046669*

*in association with*

*Giving Support Limited*

*Clothing Fund Raiser  
Registered 09326340*

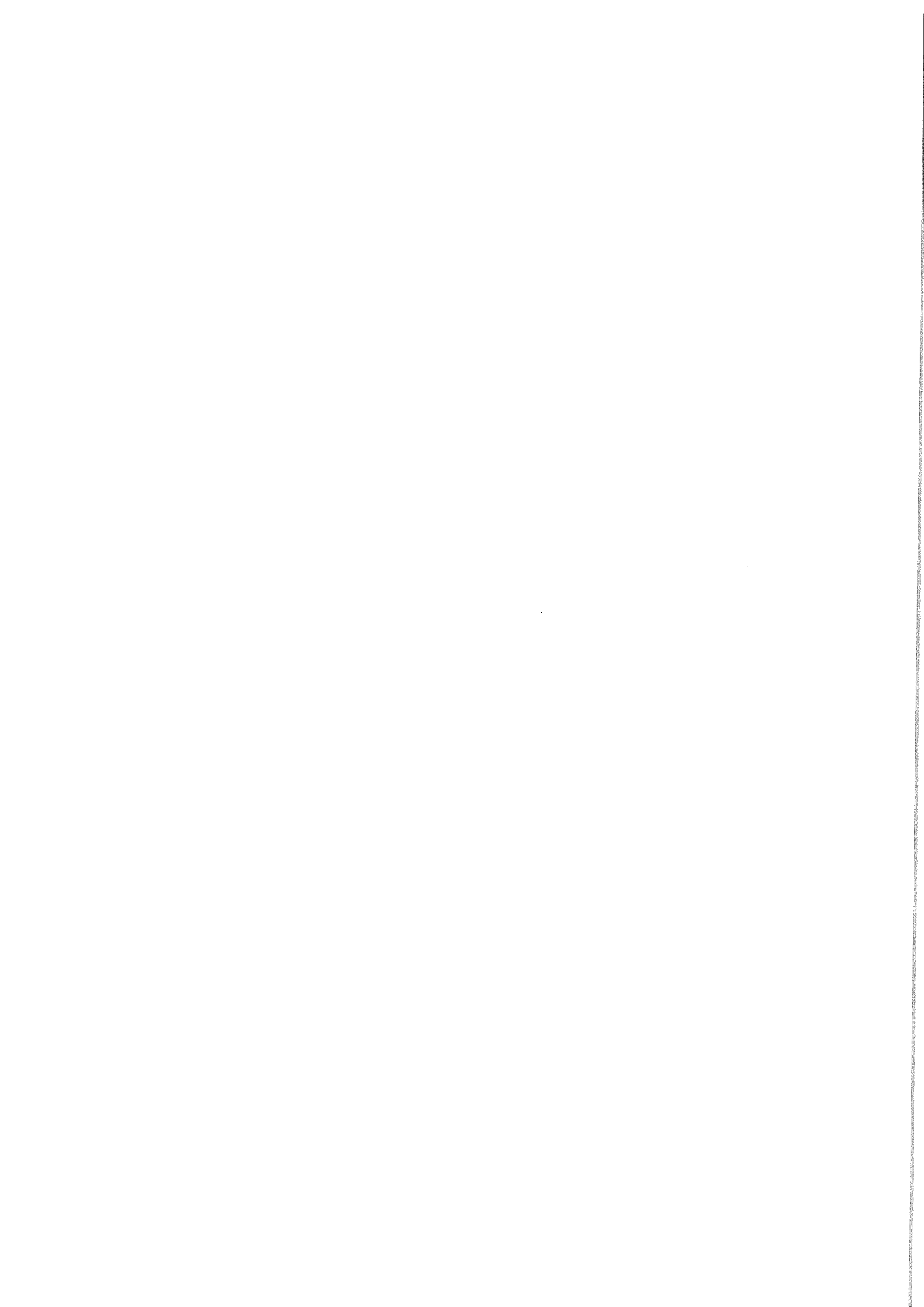
Breast Cancer Research Aid is a charity that aims to support innovative breast cancer research programmes across the country.

We aim to help beat breast cancer and save lives by supporting ground-breaking research. Through our fundraising we support research organisations to develop and run breast cancer research programmes. These programmes enable huge steps to be taken in improving the prevention and treatment of breast cancer - the most common type of cancer in the UK.

Thank you for your donation. We can contribute more effectively to beating breast cancer and saving lives.

For more information visit our website:

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





## Giving Support Ltd official Fund Raiser For Breast Cancer Research Aid

Our laboratory is studying a form of breast cancer called 'Triple Negative Breast Cancer' or TNBC. About 15% of every 100 breast cancers (T1 to 4) are triple negative making it one of the less common forms of it. It is one of the most aggressive.

Thanks to support from Breast Cancer Research Aid, we have now begun to do this. This study has opened up a whole new area of research for us and it would not have been possible without the support from B.C.R.A. We are extremely grateful. (Dr. Cliff Hurrest, Liverpool Cancer Stem Cell Research Institute)



Any clothing you require for Breast Cancer Research Aid

by giving a second life to your unwanted quality clothes shoes, sweaters and perfumes. We accept only a best.

Please keep your bags separate from other donations and do not mix and match. If you have passed your collection day please contact us and please arrange a collection day with you. Our staff have to working all night for collection.

## Thank You

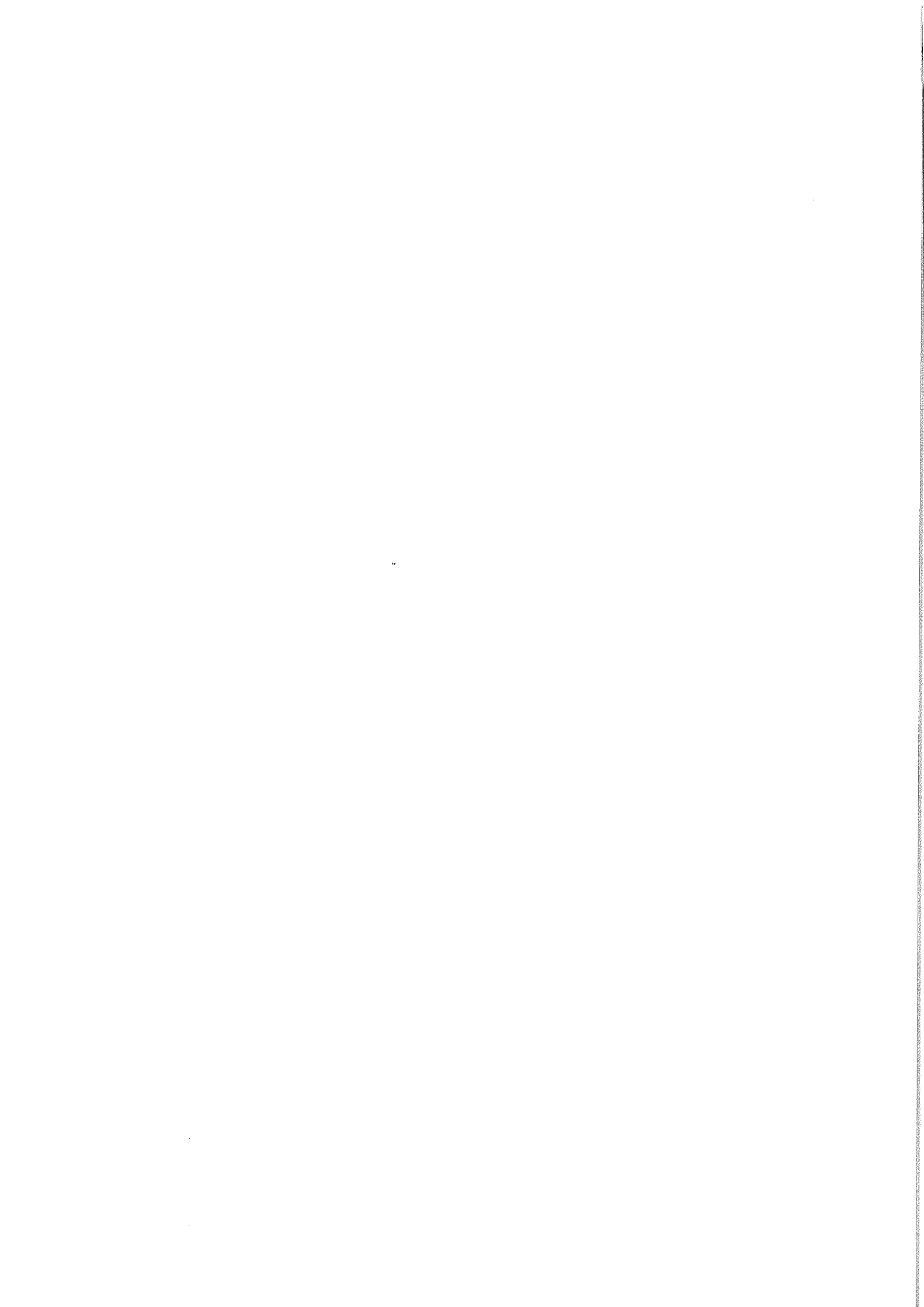
**Collection Day: Friday**  
between 9am and 5pm

For more information on clothes collection please visit our website  
[www.breastcancerresearchaid.org.uk](http://www.breastcancerresearchaid.org.uk)

Dialling Collection Helpline: 0844 500 4374

Working Hours: From Monday to Friday between 9am and 5pm

Our partner Giving Support Ltd (0126340) will donate £10,000 per calendar year



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DATED

12 April 2019

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(1) BREAST CANCER RESEARCH AID

And

(2) GIVING SUPPORT LIMITED

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**COMMERCIAL PARTICIPATION AGREEMENT**  
in relation to clothes collection promotion

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## Parties

- (1) Breast Cancer Research Aid, a charity registered with the Charity Commission for England and Wales (number: 1166674) and Scotland SC4669 whose registered office is at Kemp House, 152 City Road, London, EC1V2NX (the **Charity**); and
- (2) Giving Support Ltd a company limited by shares (Company Number: 9326340) whose registered office is at Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF (the **Commercial Participator**).

## Recitals

- (A) The Charity is the owner of the Name and Logo.
- (B) The Commercial Participator is a commercial participator in relation to the Charity as defined in Section 58 of the 1992 Act, and has been undertaking commercial participation activities on behalf of the Charity since the Commencement Date.
- (C) This Agreement is entered into to comply with the 1992 Act and the Regulations.

## NOW IT IS AGREED:

### 1 Definitions and Interpretation

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>1992 Act</b>	means the Charities Act 1992 (as amended);
<b>Agreement</b>	means this agreement and the attached Schedules;
<b>Business Day</b>	means a weekday in the United Kingdom excluding public holidays;
<b>Commencement Date</b>	means 12 April 2019;
<b>Commercial Participator's Name</b>	means Giving Support Limited;
<b>Commercial Participator's Logo</b>	means the logo of the Commercial Participator, details of which appear in Schedule 2;
<b>Contributions</b>	means the sums referred to in sub Clause 4.1.6;
<b>Electronic Communication</b>	shall have the same meaning as in the Electronic Communications Act 2000;
<b>Force Majeure</b>	means any circumstances beyond the reasonable control of the party in question including (but not limited to) war, riots, fire, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant

and machinery in accordance with good industrial practice), unavailability of transport or acts of the other party or any third party;

<b>Intellectual Property</b>	means all industrial and intellectual property rights including without limitation patents trademarks and/or service marks (whether registered or unregistered) registered designs unregistered designs copyright and database right and rights of a similar nature by whatever name they are known in any country of the world together with any applications for any of the foregoing in any part of the world and the copyright in all drawings plans specifications designs and computer software and all Know-how and confidential information;
<b>Know-how</b>	means all information including that comprised in or derived from data disks tapes manuals source codes flow-charts catalogues and instructions;
<b>Licensed Residential Area</b>	means a residential area in which the Commercial Participator has secured a licence from the relevant local authority to collect second-hand clothes, further to Clause 4.1.1;
<b>Logo</b>	the logo of the Charity details of which appear in Schedule 1;
<b>Name</b>	Breast Cancer Research Aid;
<b>Promotion</b>	means the collection and re-cycling of second-hand clothes by the Commercial Participator on behalf of the Charity, under the Name, Logo or other Trade Marks;
<b>Regulations</b>	the Charitable Institutions (Fund-raising) Regulations 1994;
<b>Residents</b>	means residents of Licensed Residential Areas;
<b>Sponsorship</b>	any arrangement whereby any goods or services used or to be used in connection with the Promotion are paid for by any person who is not a party to this Agreement;
<b>Term</b>	from and including the date of signature of this Agreement to and including 12 April 2024;
<b>Territory</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>Trade Marks</b>	means any registered or unregistered trade marks of, or relating to, the Logo, the Name and any other marks notified in writing to the Commercial Participator by the Charity, including but not necessarily limited to those appearing in Schedule 1.

- 1.2 All references to a statutory provision shall be construed as including references to:
- 1.2.1 any statutory modification, consolidation or re-enactment;
  - 1.2.2 all statutory instruments or orders made pursuant to it; and
  - 1.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 1.3 Except where the context otherwise requires:
- 1.3.1 words denoting the singular include the plural and vice versa;
  - 1.3.2 words denoting any gender include all genders;
  - 1.3.3 words denoting persons include firms and corporations and vice versa; and
  - 1.3.4 expressions defined in the 1992 Act or the Regulations have the same meaning in this Agreement.
- 1.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Agreement.
- 1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

## **2 Purpose of this Agreement**

- 2.1 The purpose of this Agreement is to raise funds for, and awareness of, the Charity by means of the Promotion, which shall be marketed under the Name, Logo(s) and/or other Trade Marks. The Promotion was launched by the Commercial Participator on the Commencement Date and shall continue until the end of the Term or the termination of this Agreement under Clause 8 whichever arises first.
- 2.2 For the avoidance of doubt the Commercial Participator shall not undertake the Promotion following the end of the Term without the prior written consent of the Charity.
- 2.3 Subject to the obligations of each party detailed in Clause 4, all costs incurred in relation to carrying out the Promotion (including but not limited to the securing of clothing collection licences, vehicle costs, production of uniforms, promotional materials and collection bags) shall be borne by the Commercial Participator.
- 2.4 All matters relating to the Promotion (including but not limited to the clothing collection, design of promotional materials and means by which the Promotion is undertaken) which are not specifically detailed in this Agreement shall be agreed between the parties from time to time.

## **3 Grant of Sub-Licence and Licence**

- 3.1 In consideration of the undertakings given by the Commercial Participator in this Agreement, the Charity hereby appoints the Commercial Participator as its exclusive licensee to use the

Name, Logos and/or other Trade Marks in connection with the purpose outlined in Clause 2 in the Territory for the Term on the terms of this Agreement. The Commercial Participator shall obtain the advance written permission of the Charity for each and every use of the Trade Marks, such permission not to be unreasonably withheld or delayed.

- 3.2 The Charity warrants that it has the right to grant the licence in clause 3.1 above.
- 3.3 In consideration of the right to undertake the Promotion, the Commercial Participator hereby appoints the Charity as its non-exclusive licensee to use the Commercial Participator's Name and the Commercial Participator's Logo in connection with the purpose of this Agreement outlined in Clause 2. The Charity shall obtain the advance written permission of the Commercial Participator for each and every use of the Commercial Participator's Logo; such permission not to be unreasonably withheld or delayed.
- 3.4 The Commercial Participator warrants that it has the right to grant the licence in Clause 3.3 above.

#### **4 Obligations of the parties**

- 4.1 The Commercial Participator undertakes with the Charity that it will:
- 4.1.1 secure licences to collect second-hand clothes from the relevant local authorities for all residential areas in which the Promotion is to be undertaken, such areas to be agreed between the parties from time to time, and otherwise ensure that the Promotion complies in all respects with all relevant statutory and other legal requirements;
  - 4.1.2 collect second-hand clothes from Licensed Residential Areas;
  - 4.1.3 distribute the Charity's promotional materials and second-hand clothing collection bags relating to the Promotion to Residents in the Licensed Residential Areas;
  - 4.1.4 create and manage the design, artwork, print and manufacture of all advertising and promotional material relating to the Promotion, other than that provided directly by the Charity, but on condition that it shall obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) for all materials which bear the Name, Logo or other Trade Marks;
  - 4.1.5 ensure that materials relating to the Promotion (including, without limitation, the clothing collection bags and all literature associated with the clothing collection service) shall bear the statement:  
  
*"Our partner Giving Support Limited (9326340) will donate £50,000 per calendar year"*
  - 4.1.6 in connection with the Promotion, the Commercial Participator shall pay to the Charity a Contribution of £50,000 per calendar year;



- 4.1.7 shall pay the Contribution due in respect of each month to the Charity within 60 days of the end of that month by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
- 4.1.8 shall pay any shortfall between the aggregate Contributions paid between 12 April 2019 and 12 April 2024 by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
- 4.1.9 The Charity secures the right of monitoring the progress of the Commercial Participator;
- 4.1.10 The Charity is to monitor the progress of the Commercial participator with the purpose of increasing the contribution.
- 4.1.11 display the Charity's Name, Logos and/or other Trade Marks (as agreed between the parties) on its vehicles and employee uniforms used for collections in relation to the Promotion;
- 4.1.12 provide appropriate training to all Commercial Participator's employees working on the Promotion in the Licensed Residential Areas;
- 4.1.13 ensure that its employees present identification on first request to Residents and local authorities and that attention is drawn to the statement detailed at clause 4.1.5, above;
- 4.1.14 respond to or otherwise deal with enquiries raised by Residents;
- 4.1.15 represent the Charity and the Promotion according to the Charity's values and ethos, and maintain and promote the Charity's good name and reputation;
- 4.1.16 not represent or hold the Charity out as agreeing with or supporting the views of the Commercial Participator in any way which goes beyond the use of the Name, Logo and other Trade Marks in the Promotion;
- 4.1.17 not bring the Name, the Logo, any other Trade Marks or the Charity into disrepute in any way whatsoever and that none of its activities or those of any subsidiary or holding company are or will be inimical to the activities of the Charity;
- 4.1.18 not without the prior written approval of the Charity seek Sponsorship;
- 4.1.19 not without the prior written approval of the Charity enter into any agreement for Sponsorship;
- 4.1.20 maintain such insurance at all times in respect of the Promotion as would be prudent for a business dealing in the Promotion;
- 4.1.21 comply at all times with the 1992 Act and the Regulations and in particular the Commercial Participator shall state on all notices, advertisements and other documents soliciting funds for the Charity the fact that the Charity is a registered charity and the Charity's registered charity number;

- 4.1.22 comply at all times with the rules of law relating to all forms of advertising used;
  - 4.1.23 notify the Charity within fourteen days of any legal proceedings being taken by or against the Commercial Participator in relation to the operation of this Agreement, or any other legal proceedings whatsoever taken by or against the Commercial Participator which could damage the reputation of the Charity;
  - 4.1.24 not without the prior written approval of the Charity make any representation that any charitable contribution will be made to the Charity;
  - 4.1.25 not alter the Name, Logo or other Trade Marks in any way;
  - 4.1.26 maintain complete and accurate records relating to the Promotion, including without limitation the amount of clothes collected, sums due to the Charity and the Commercial Participator's related bank account(s), in such form as the Charity shall approve;
  - 4.1.27 allow the Charity to inspect the records maintained further to the preceding sub-clause at all reasonable times on request.
- 4.2 If the Promotion is undertaken in any jurisdiction other than in England and Wales, the Commercial Participator undertakes with the Charity that it shall:
- 4.2.1 ensure that the Charity shall not be in breach of any laws in such jurisdictions as a result of the Promotion being undertaken in such jurisdictions;
  - 4.2.2 comply with any relevant laws in such jurisdictions, including but not limited to the provision of any statements which are required to be made in relation to the Promotion as a result of the Contribution being paid to the Charity in addition to or in place of the statement required by Clause 4.1.5 above;
  - 4.2.3 make the Charity aware of any laws relating to charities and promotions bearing the name of a charity, including but not limited to any obligations which are placed on the Charity by such laws;
  - 4.2.4 ensure that any rights in Intellectual Property belonging to the Charity, including but not limited to the Name and the Logo, are protected in such jurisdictions as the Promotion is undertaken and that any registrations required to protect such rights are made in the name of the Charity at the cost of the Commercial Participator;
  - 4.2.5 ensure that the Charity shall not, or could not, be in breach of any rights in Intellectual Property of any third party by the use of the Name, the Logo or other Trade Marks in any of the jurisdictions in which the Promotion is undertaken by the Commercial Participator as a result of the Commercial Participator's activities.
- 4.3 The Charity undertakes with the Commercial Participator that it will:
- 4.3.1 further to the licence granted under clause 3.1 above, permit the Commercial Participator to represent the Charity in Licensed Residential Areas for the

purpose of undertaking the Promotion, and to display the Charity's Name and Logo on the Commercial Participator's vehicles, staff uniform and related promotional materials accordingly;

- 4.3.2 supply the Commercial Participator with promotional materials relating to the Charity and to the Promotion;
- 4.3.3 provide such reasonable assistance as may be required by the Commercial Participator from time to time in securing licences to collect clothes from local authorities, as detailed at clause 4.1.1; and
- 4.3.4 further to the grant of exclusivity detailed at clause 3.1, not enter to into any similar collection agreement with any other collection or recycling company during the Term.

## **5 Ownership of the trade marks**

- 5.1 Without the prior written consent of the Charity, the Commercial Participator shall not register as a trade mark in any jurisdiction any word or mark which is similar to the Trade Marks or any fundraising campaign undertaken by the Charity, either jointly with the Commercial Participator or with a third party, including but not limited to any permutation, extension or abbreviation of them.
- 5.2 The Commercial Participator undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the registered Trade Marks or application therefore nor to do any act which might assist or give rise to an application to remove any of the registered Trade Marks from any national or international register of trade marks or which might prejudice the right or title of the Charity to any of the Trade Marks; provided that (notwithstanding any provision to the contrary contained in this Agreement) the Commercial Participator shall have the right either alone or with others to seek a declaration or other order from a court or other authority having competent jurisdiction that, by reason of acts or omissions (other than those done by the Commercial Participator in breach of its obligations hereunder), the registration of any of the registered Trade Marks is invalid.
- 5.3 The Commercial Participator shall not make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the ownership or use of any of the Trade Marks except under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give the Commercial Participator any right, title or interest in or to the Trade Marks save as granted hereby.

## **6 Infringements**

- 6.1 The Commercial Participator shall as soon as it becomes aware thereof give the Charity in writing full particulars of any use or proposed use by any other person, firm or company of a trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Charity's rights in relation to the Trade Marks or to passing-off.
- 6.2 If the Commercial Participator becomes aware that any other person, firm or company alleges that the Trade Marks are invalid or that use of the Trade Marks infringes any rights of another

party or that the Trade Marks are otherwise attacked or attackable the Commercial Participator shall immediately give the Charity full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

- 6.3 Subject to Clause 6.4, the Charity shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Mark.
- 6.4 With the prior written consent of the Charity, the Commercial Participator shall be entitled to bring any action for infringement under Sections 30 and 31 of the Trade Marks Act 1994. The Charity shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so and shall not be obliged to grant consent to the Commercial Participator to take such proceedings.
- 6.5 The Commercial Participator will at the request of the Charity give full co-operation to the Charity in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Charity shall meet any reasonable expenses incurred by the Commercial Participator to third parties in giving such assistance.

## **7 VAT**

- 7.1 All sums in this Agreement are exclusive of VAT.
- 7.2 If VAT is or becomes properly chargeable in respect of any sums due under this Agreement the Commercial Participator shall pay the Charity an amount equal to such VAT in addition to the amount which would otherwise have been payable.
- 7.3 Should VAT become chargeable prior to the payment of an instalment of the Contribution the Commercial Participator shall advise the Charity of the amount due and the Charity shall promptly render a VAT invoice to the Commercial Participator in respect of the instalment.

## **8 Termination**

- 8.1 Subject to the parties rights to terminate under Clauses 8.2 and 8.3 this Agreement shall last for the Term.
- 8.2 The Charity shall be entitled to terminate this Agreement forthwith if:
- 8.2.1 the Commercial Participator fails to pay any sum due to the Charity by the due date and the Charity has given the Commercial Participator thirty days' notice requiring it to pay and the Commercial Participator has failed to pay in the thirty day period;
  - 8.2.2 the Commercial Participator does anything which in the reasonable opinion of the Charity brings or in the opinion of the Charity is reasonably likely to bring the Name, Logo, other Trade Marks or reputation of the Charity into disrepute;
  - 8.2.3 a resolution is passed for the voluntary or compulsory liquidation of the Commercial Participator or a receiver is appointed over all or part of its business; or

- 8.2.4 the Commercial Participator is in breach of any provision of the 1992 Act or the Regulations.
- 8.3 The Commercial Participator shall be entitled to terminate this Agreement on three month notice if in the reasonable opinion of the Commercial Participator the Charity does anything which brings the Commercial Participator's name or reputation into disrepute.
- 8.4 On termination of this Agreement the Commercial Participator shall:
- 8.4.1 no longer be authorised to use the Name, the Logos or other Trade Marks and shall remove the same from its vehicles, staff uniforms and any other signage or materials linked to the Promotion;
- 8.4.2 cease immediately the manufacture of all promotional materials for the Promotion bearing the Name, Logo or other Trade Marks;
- 8.4.3 pay all monies due to the Charity on the date of termination to the Charity within sixty days of termination of this Agreement.
- 8.5 On termination of this Agreement the licence granted to the Charity in Clause 3.2 above shall also be terminated and the Charity shall cease all use of the Commercial Participator's Logo and the Commercial Participator's Name.
- 8.6 Notwithstanding termination of this Agreement, Clauses 4.1.6, 4.1.20, 5 and 10 shall survive termination.

## **9 Indemnity**

The Commercial Participator agrees to indemnify and keep indemnified the Charity in respect of any costs, claims, fines, loss or liability whatsoever suffered by the Charity anywhere in the world (including reasonable legal costs and disbursements) as a result of:

- 9.1 any breach by the Commercial Participator of any of the terms of this Agreement; and/or
- 9.2 the undertaking of the Promotion by the Commercial Participator in any jurisdiction.

## **10 Confidentiality**

- 10.1 The parties agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to the business affairs or finances of the other parties where knowledge or details of the information was received as a result of this Agreement.
- 10.2 The obligations of confidence referred to in Clause 10.1 shall not apply to any confidential information received by one of the parties under this Agreement which:
- 10.2.1 is in the possession of and is at the free disposal of that party or is published or is otherwise in the public domain prior to the receipt of such information by that party;

- 10.2.2 is or becomes publicly available on a non-confidential basis through no fault or negligence of that party; or
- 10.2.3 is received in good faith by that party from a third party who on reasonable enquiry by that party claims to have no obligations of confidence to the party in respect of it and imposes no obligations of confidence upon that party.

## 11 Notices

- 11.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out below.
- 11.2 No form of Electronic Communication other those specified in this Agreement may be used for the purposes of transmitting any form of notice under this Agreement.
- 11.3 Any notice or other document:
  - 11.3.1 correctly addressed sent by:
    - 11.3.1.1 first-class mail shall be deemed to have been delivered three Working Days following the date of dispatch;
    - 11.3.1.2 registered post shall be deemed to have been delivered three Working Days following the date of dispatch;
    - 11.3.1.3 electronic mail shall be deemed to have been delivered at 9 am on the next Business Day following transmission; or
    - 11.3.1.4 hand shall be deemed to have been delivered at 9 am on the next Business Day following delivery.
  - 11.3.2 for the attention of the Charity shall be sent to:

Contact: the Charity's CEO/Executive Director from time to time;

Address: Kemp House, 152 City Road, London, EC1V2NX

Phone: 08006785869

e-mail: [enquiries@bcra.org.uk](mailto:enquiries@bcra.org.uk)
  - 11.3.3 for the attention of the Commercial Participator shall be sent to:

Contact: Irina Martin;

Address: Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF

Phone: 01564 784 107;

e-mail: [gslimited001@gmail.com](mailto:gslimited001@gmail.com)

**12 Severability**

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

**13 Whole Agreement**

The parties hereby agree that any prior agreements between the Charity and the Commercial Participator in respect of the Promotion will be deemed to have terminated on the execution of this Agreement. Each party therefore acknowledges that this Agreement supersedes any prior agreement and contains the whole agreement between parties and that it has not relied upon any oral or written representation made to it by the other, save as expressly set out herein.

**14 Assignment and Sub-Contracting**

14.1 This Agreement is personal as between the parties and the Commercial Participator can only assign the benefit of this Agreement with the Charity's prior written consent.

14.2 the Commercial Participator may appoint sub-licensees provided that it has obtained the Charity's prior written consent to the grant of a sub-licence (not to be unreasonably withheld or delayed) and the Commercial Participator shall remain liable for all its obligations hereunder as if it had not appointed a sub-licensee. The terms of any sub-licence granted by the Commercial Participator under this Agreement shall be no less protective of the rights of the Charity than those contained herein.

**15 Waiver**

If the Charity fails to exercise or delays in exercising its rights or any one of them accidentally or intentionally this does not constitute waiver of the Charity's rights and it will not prevent the Charity from exercising any right or remedy whether contained in this Agreement or any other document which confers rights upon the Charity.

**16 Amendment**

No amendment or addition shall be made to this Agreement unless made in writing and signed on behalf of all of the parties.

**17 Relationship**

The parties are neither partners nor joint ventures nor is the Commercial Participator entitled to act as, nor represent itself as, agent for the Charity, nor to pledge the Charity's credit.

**18 Force Majeure**

18.1 Provided always that the parties take all reasonable steps to prevent and/or mitigate a Force Majeure event, the defaulting party shall be excused performance of its obligations under or

pursuant to this Agreement if and to the extent that its performance is delayed, hindered or prevented by an event of Force Majeure.

- 18.2 If a party is subject to an event of Force Majeure or is aware of the likelihood of a situation constituting Force Majeure arising it shall notify the other party in writing forthwith of the cause and effect of such non-performance or likely non-performance, the date or likely date of commencement thereof and the means proposed to be adopted to remedy or abate the Force Majeure and the parties shall without prejudice to Clause 18.1 above consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure.
- 18.3 If subject to Force Majeure the defaulting party shall:
- 18.3.1 use all reasonable endeavours and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;
  - 18.3.2 resume performance as expeditiously as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of such a performance;
  - 18.3.3 notify the other party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur; and
  - 18.3.4 notify the other party when resumption of performance shall or is likely to occur.
- 18.4 Should the event of Force Majeure endure for longer than four weeks this Agreement shall automatically terminate.

## **19 Third Party Rights**

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **20 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales, and the parties shall submit to the exclusive jurisdiction of the English Courts.

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



SCHEDULE 1

The Logos and Trade Marks



**Breast Cancer  
Research Aid**

**SCHEDULE 2**

**The Commercial Participator's Logo**



***Clothing Fund Raiser  
Registered 09326340***

BY:

PRINTED NAME: LYNDACASSOR

TITLE: CHAIRMAN

DATED: 12.04.2019

**BREAST CANCER  
RESEARCH AID**  
REGISTERED IN ENGLAND AND WALES  
1166674 SCOTLAND SC046669

BY:

PRINTED NAME: IRINA MARTINGIVING SUPPORT LTD.

TITLE: Director

DATED: 12.04.2019

REG NUMBER: 9326340  
VAT: 211940049

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