

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

Meeting:	Licensing Board Sub-Committee
Date:	14 th October 2019
Title:	Determination of Application for a House to House Collection Permit – late report
Directorate:	Regeneration and Environment

1. Summary

This report concerns applications made for proposed House to House Collection Promoters permits in or about the Borough of Rotherham. The applications have been made in accordance with the House to House Collections Act 1939.

Where a person who is promoting, or proposes to promote, a collection in any locality for a charitable purpose makes an application to the authority for the area in the prescribed manner specifying the purpose of the collection and the locality within which the collection is to be made, and furnishes them with the prescribed information, the authority shall, subject to the provisions of the act, grant to them a licence authorising them to “promote” a collection within that locality for that purpose.

“Promoter” means, in relation to a collection, a person who causes others to act as collectors for the purposes of the collection.

2. Recommendations

- That the Sub-Committee informs the Licensing Manager of the decision in relation to each of the applications introduced by this report.

3. Proposals and Details

The Council has recently received an application for a House to House collection permit, further details are provided below:

Charity / Charitable Purpose:	<u>Samuel's Charity (registered charity number 1164034)</u>
Permit Applicant:	Mrs Inese Moncevic
Collections Made By:	Byronswell Ltd, Unit 2, Itchen Business Park, Kent Road, Southampton, SO17 2LJ
Permit Collection Area:	Whole of the Borough of Rotherham.
Collection Dates/times:	Dates between 11/11/19 and 10/11/2020 – times between 8am and 5pm (weekdays only – no collections on a weekend).
Further Information:	See Appendix 1 to this report.

Charitable Objectives: "Samuel's Charity provides treats, toys, games and medical equipment to children in hospitals nationwide".

Charitable Benefit for Rotherham: "Samuel's Charity helps children across the UK, including Rotherham".

The applicant has specified that an amount will be deducted from the proceeds of the collection to cover the payment of the self employed team leader for the provision of the service, fuel and insurance, offices expenses, charity bags and emblems. The applicant has stated that £75 per tonne is donated to the charity – the final figure will depend on how much is collected. The application form goes on to state that the self employed team leaders are paid, but their volunteers are not. All pay is calculated based on fuel at the end of the month, this will be provided in a form of statement at the end of the licence period.

Should the permit(s) be granted at the hearing any permit would only run from the date the Sub-Committee approves the application until the requested expiry date unless otherwise granted by the Sub-Committee.

If the dates requested by the applicant have passed then alternatives dates can be offered for the time period requested e.g. one week / one month etc.

A copy of the original application paperwork is attached as Appendix 1.

4. Finance

Permits for House to House collections in or about the Borough of Rotherham are provided free of charge to applicants (there is no statutory provision for charging). Any relating enforcement and other matters of application processing are financed through the authority's normal budgeting methods.

5. Risks and Uncertainties

Failure to fully consider each application could lead to inappropriate collections being made within the Borough.

When a licensing authority refuse to grant a licence (or revoke a licence) which has been granted, they shall forthwith give written notice to the applicant or holder of the licence stating upon which one or more of the grounds set out in House to House Collections Act 1939 Section 2 sub section 3 (copied below in italics) the licence has been refused (or revoked) and informing him of the right of appeal given by this section, and the applicant or holder of the licence may thereupon appeal to the Secretary of State against the refusal or revocation of the licence as the case may be and the decision of the Secretary of State shall be final. The time within which any such appeal may be brought shall be fourteen days from the date on which notice is given.

A licensing authority may refuse to grant a licence, or, where a licence has been granted, may revoke it, if it appears to the authority—

- a) that the total amount likely to be applied for charitable purposes as the result of the collection (including any amount already so applied) is inadequate in proportion to the value of the proceeds likely to be received (including any proceeds already received);
- b) that remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person;

- c) that the grant of a licence would be likely to facilitate the commission of an offence under section three of the Vagrancy Act 1824, or that an offence under that section has been committed in connection with the collection;
- d) that the applicant or the holder of the licence is not a fit and proper person to hold a licence by reason of the fact that he has been convicted in the United Kingdom of any of the offences specified in the Schedule to this Act, or has been convicted in any part of His Majesty's dominions of any offence conviction for which necessarily involved a finding that he acted fraudulently or dishonestly, or of an offence of a kind the commission of which would be likely to be facilitated by the grant of a licence;
- e) that the applicant or the holder of the licence, in promoting a collection in respect of which a licence has been granted to him, has failed to exercise due diligence to secure that persons authorised by him to act as collectors for the purposes of the collection were fit and proper persons, to secure compliance on the part of persons so authorised with the provisions of regulations made under this Act, or to prevent prescribed badges or prescribed certificates of authority being obtained by persons other than persons so authorised; or
- f) that the applicant or holder of the licence has refused or neglected to furnish to the authority such information as they may have reasonably required for the purpose of informing themselves as to any of the matters specified in the foregoing paragraphs.

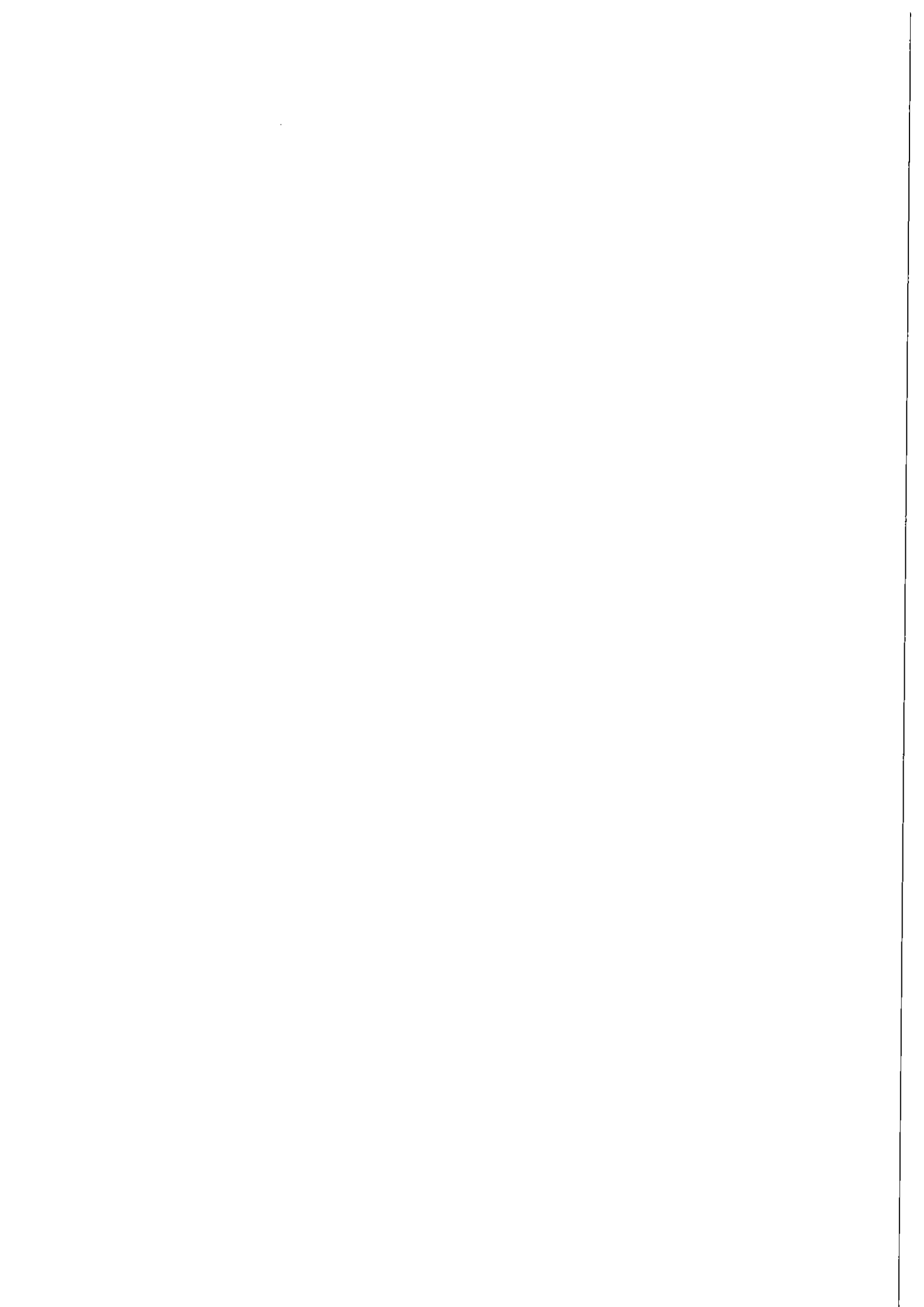
6. Policy and Performance Agenda Implications

The granting of House to House permits is consistent with the Corporate Plan and community strategy as it ensures the deliver under the themes of a Safer and Fairer Rotherham; also ensuring that the Council continues to maintain its statutory functions and undertakes appropriate enforcement to support the delivery of safe communities in Rotherham.

7. Background Papers and Consultation

None.

Contact Name: Alan Pogorzelec , Licensing Manager, tel (2)54955,
alan.pogorzelec@rotherham.gov.uk



For office use only	
Date Received	7/10/19
Fee	Free of Charge
Lalpac number	043825
Board Hearing	
Permit Number	HH

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)

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.

SAMUEL'S CHARITY PROVIDES TREATS, TOYS, GAMES AND MEDICAL EQUIPMENT TO CHILDREN IN HOSPITALS NATIONWIDE.

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

Please attach supporting information, web site details etc.

SAMUEL'S CHARITY HELPS CHILDREN ACROSS THE UK, INCLUDING ROTHERHAM.

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

Yes

No

Registered Charity Number 1164034

Collection details

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

WHOLE AREA

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

11/11/2019 - 10/11/2020 OR ANY AVAILABLE DATES
BETWEEN 8AM AND 5PM

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

3

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)

AS PER OUR CONTRACT WITH SC, WE COLLECT CLOTHING, SHOES, TOYS, AND BRIC A BRAC. THIS IS SOLD ONTO EASTERN EUROPE AND £75 PER TONNE MADE IS DONATED BACK TO THE CHARITY IN MONTHLY PAYMENTS.

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 purpose in other areas of the UK:

Yes

No

If Yes, which other licensing authorities

WE ARE APPLYING FOR LICENSES NATIONWIDE. RECENTLY APPLIED TO:
Oadby and Wigston, Ref No - HH0017, Date - 15/09/2019 - 14/09/2020

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 not a War Charity

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

SELF-EMPLOYED TEAM LEADER PAYMENT FOR SERVICE, FUEL AND INSURANCE, OFFICE EXPENSES AND CHARITY BAGS AND EMBLEMS

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

£ 75 PER TONNE IS DONATED TO THE CHARITY. THIS FIGURE DEPENDS ON HOW MUCH IS MADE IN A MONTH

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:

£ SELF-EMPLOYED TEAM LEADERS ARE PAID; THEIR VOLUNTEERS ARE NOT. ALL PAY IS CALCULATED BASED ON FUEL AT THE END OF THE MONTH. THIS WILL BE PROVIDED IN A FORM OF STATEMENT AT THE END OF THE LICENSE PERIOD

Details of company or organisation responsible for these collection

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

Office address of the Company/Organisation: UNIT 2, ITCHEN BUSINESS PARK, KENT ROAD, SOUTHAMPTON

Post code: SO17 2LJ

Contact phone number: 023 8067 7888

Mobile phone number:

E-mail address: admin@byronswell.co.uk

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

If YES, please state your position within the Business/Organisation: 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? Peterborough. Ref - 16/19. Valid - 07/06/2019 - 31/05/2020

What date was it granted? 23 / 05 / 2019

What licence number was it? 16/19

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.

We are refused licenses if: the council does not support non-local charities; only 100% of the funds are allowed to be passed to charity; we have applied for too many permits per year; there are no more available dates. Recently refused in Nottingham, date - 20/03/2019, only if 80% profit to go to the charity

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

Inese Moncevic

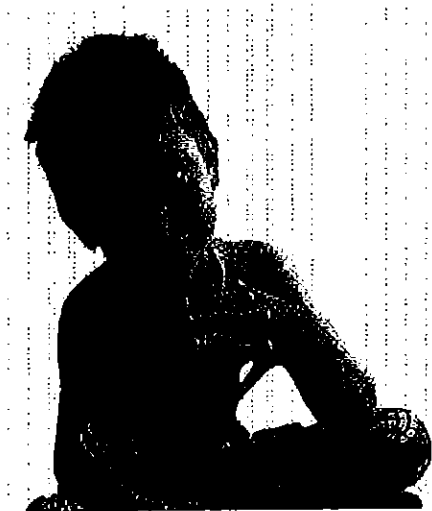
Date applicant signed form 07 / 10 / 2019

SAMUEL'S CHARITY

HOME EVENTS SAMUEL'S STORY CONTACT US

Samuel's Story

Why did we start Samuel's Charity?



At the start of September 2013 Samuel was admitted to St Georges hospital in South London. He was diagnosed with a cancer, one that is very rare – Precursor T-Cell Non-Hodgkins Lymphoma. This particular type had not been seen before. This meant the treatment for it wasn't black and white, and there was trial and error in the type of treatment he got.

On Wednesday 22nd January 2014 Samuel lost his fight. He was 9 years old.

Many of you know what Chemotherapy does, but essentially it can have an impact on all major organs, joints, bones and eyes as well as mental and neurological function. Samuel had 3 bloodclots, his left lung collapsed twice and there was water in and around the left lung. This meant it was hard for him to breath and he had to do breathing exercises daily. He had a chest drain for the last month of his life which was extremely painful.

He got very tired very easily, joint pain from the Chemo, had to take a huge amount of medicine daily along with twice daily injections that were very painful, frequent blood transfusions, lumbar punctures and painful scans and procedures. His eyesight and hearing were affected too.

But throughout all of this he was an inspiration. He was still his old self – chatty and friendly (unless you brought medicine!). His courage and spirit touched everyone who met him and this helped us all daily.

What is even more amazing is that Samuel really wanted to help other kids and families in the same situation as him. He has such a big heart – he started by telling off the matron of ICU, where he had been twice, that the food for kids just wasn't good enough (think school dinners 30 years ago with one choice each mealtime).



He wanted the other kids to have a decent choice as a meal isn't just a meal for them, it is one of the things that can bring a little pleasure in an often horrible and scary day.

So now the hospital is rolling out and completely re-vamped menu for the children along with staff dedicated to supporting and helping the kids with their meals. Fantastic! You'd think that's enough. No. Samuel started his charity to help really sick kids and their families get through what is most likely the worst time in their lives, to make their time more bearable and to bring some relief, fun and hope to their day. Samuel's Charity helps any sick children, whether in hospital or not.

Through Samuel's Charity Facebook Page we aimed to raise a few hundred pounds to help out the other kids. Samuel wanted to give them the chance to have a nice meal on when they felt up to eating. People just kept donating and word spread through the Facebook Page. Now Samuel could really make a difference – his charity could improve the day to day life of many of the children and their families going through serious illnesses like Samuel.

WE SUPPLY SMILES

What are we doing with the donations?

We help sick kids in hospital by supplying smiles. From replacing TVs, DVDs, games consoles, books, games, room decoration and sofa beds for parents to helping to transform the meals and supporting the staff with equipment and resources – we do anything that will make a difference to the kids while they are ill.

Two of the best items are the Accuveins and the Electric Cars.

The Accuveins are handheld scanners that show nurses and doctors where the veins are so injections and cannulas can be done first time, every time. This reduces the pain greatly and makes a huge difference, especially as finding veins in children, especially when they are sick, can be difficult.

The Electric Cars rock! One of the Sisters on the ward said she had seen them in another hospital so we bought two to trial. The kids loved them! The kids can sit in them and drive around the ward or drive themselves to theatre or x-ray. It makes a scary journey into an adventure. It is a brilliant way to put a smile on a child's face, especially when a little fun playing is often rare in hospital. ^

TVs are the main way a really sick child can enjoy the day and take the focus off the pain and worry. So many kids are just too sick to play games or lego or read a book. His mum and I used to read to Samuel, he loved that too. The TVs will have built in DVD players and be able to stream Netflix, BBC IPlayer and the like.

A sofa bed doesn't sound like much of a help, does it? Well, as a parent you are there to comfort your child but also you are often an unofficial part of the team looking after your child. It is so common to be up five or six times during the night with a very sick child, and this can go on for many months. It is really hard to then be able to function during the day on little sleep. The worst thing is to have a bed that is uncomfortable. Plus, one of the best medicines available is a hug from your mum or dad and, if possible, sleeping with them instead of on a hospital bed.

Hospital wards themselves are very dull and depressingly 'decorated'. Often they are painted grey and pea green - this is not a cheerful combination. We decorated the ward over christmas and are planning to have permanent wall and room decorations so there is a much more light and happy feel to the wards, not the depressing look at present.

An ice machine is needed so we will get one - it is a very specific type needed for hospitals. Ice helps with pain management as well as cooling drinks! The rooms get very hot and an ice machine will be invaluable through summer.

There are many smaller items like play equipment for the school and playrooms, coffee cups and teaspoons for the parents kitchen, WIFI and Netflix subscriptions - the list goes on and this is why we need your help right now.

I lost my son and I can never have that time again, but I promised Samuel I would keep his charity going, to help other families through such hard times, to make the time as good as it can be.

Contact Us

With your help we can transform the time when some really ill kids suffer pain, sickness, and sometimes fear, into fun and respite at time when they really need it.

**CONTACT US NOW - MAKE
A DIFFERENCE**

LATEST NEWS:

Samuel's Charity is now Registered as an Independent charity in England and Wales.

We are growing and it's time we helped more and more kids and their families in hospitals across the UK.

HELP US CONTINUE WHERE SAMUEL CANNOT

DONATE NOW

Thank you for your support - without you we wouldn't be able to put so many smiles on kids in hospital!

THE NEXT EVENT:

**Gung Ho! - 5k
inflatable obstacle
course**

Saturday July 9th
Milton Keynes



Samuel's Charity Registered
number is 1164034

Checkout our
Facebook Page

© COPYRIGHT SAMUEL'S CHARITY

HOME / EVENTS / SAMUEL'S STORY / CONTACT US



SAMUEL'S CHARITY

3 Warren Yard, Wolverton Mill,
Milton Keynes, MK12 5NW
01908 968640 / 07791 662308
martin@samuelscharity.co.uk

11th February 2019

Agreement between Samuel's Charity and Byronswell Ltd

Please accept this as confirmation that Samuel's Charity has authorised Byronswell Ltd to collect used clothes, shoes and other domestic items on our behalf for re-use or recycling.

Samuel's Charity has entered in to an agreement commencing 22nd November 2018 and our agreement is based on the Institute of Fundraising model agreement which lays out a code of practice and stipulates that Byronswell Ltd pay Samuel's Charity £75 per tonne for material collected door to door and £120 per tonne of material collected via static textile bins. A monthly report of material collected will be submitted to Samuel's Charity by Byronswell Ltd and payment will be made monthly.

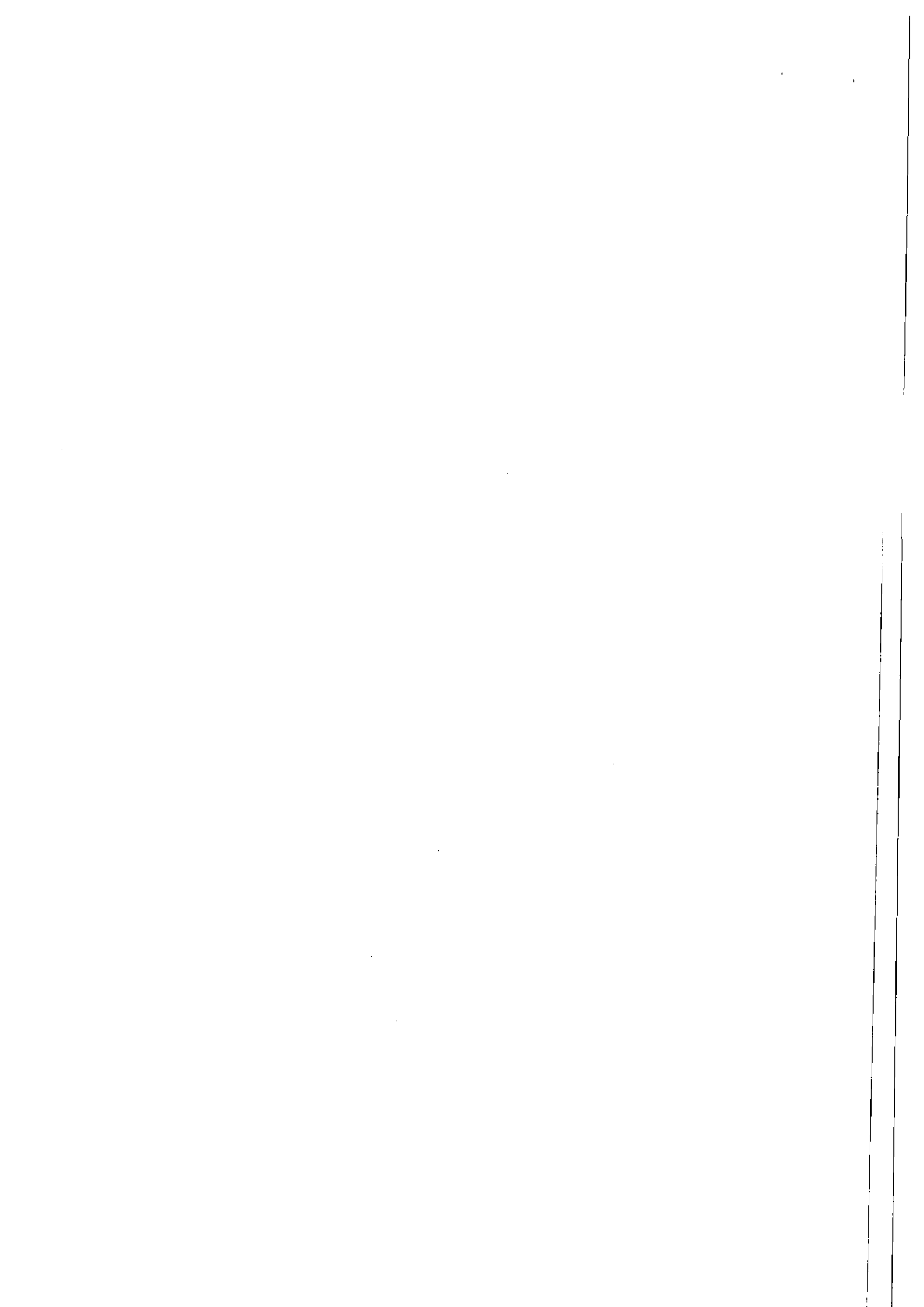
Samuel's Charity is a small national charity based in Milton Keynes that helps children with serious and terminal conditions through supplying equipment, entertainment equipment and improvements to children's wards across the UK. Samuel's Charity also helps individual children with gifts and wishes.

The money raised through our partnership will help us continue the work Samuel, the son of the Member Trustee, began before he passed. His goal was to bring some dun and hope in to the painful, scary and dark time that serious conditions create.

Kind regards,



Martin Leib
Member Trustee
Samuel's Charity



FUNDRAISING AGREEMENT

Date: 08th November 2017

Between: Samuel's Charity and Byronswell Ltd each of whose details are set out in Schedule 1.

Background:

(A) Samuel's Charity Ltd (the Client) wishes to raise funds for its public benefit objects and specifically the purposes stated in the Specification.

(B) Byronswell Ltd (the Provider) has expertise in the provision of fundraising services.

Terms and conditions:

1. Interpretation

Definitions and Interpretation provisions set out in Schedule 6 apply.

2. Service Delivery

2.1 The Provider shall in the capacity specified in Schedule 1 provide the Fundraising Services for the Contract Period, in accordance with the Specification and the Standards.

2.2 The Provider shall, for the Contract Period, maintain a Provider Contact approved by the Client (such approval not to be unreasonably withheld).

3. Standards

3.1 The Provider shall provide the Fundraising Services to the Client with reasonable care, skill and diligence, in accordance with:

3.1.1 All applicable legal requirements;

3.1.2 The Institute of Fundraising Code of Practice, 'Best Practice for Fundraising Contracts'

3.1.3 The Textile Recycling Association Code of Practice and any other code of practice applicable to the Provider, and/or the Fundraising Services and/or this Agreement and/or (as notified in writing to the Provider) the Client;

3.1.3 The elements in the Specification prescribing service standards;

3.1.4 Obligations of the Client under any grant, contract, or statutory duty, or otherwise as notified in writing by the Client to the Provider;

3.1.5 Further reasonable Client instructions within the scope of the Specification.

3.2 The Provider shall in providing the Fundraising Services act at all times in the manner which:

3.2.1 promotes the public benefit purposes of the Client;

3.2.2 in the reasonable opinion of the Client does not and is not likely to damage its good name, image, reputation, or intellectual property rights;

3.2.3 is not misleading and does not impose upon or create for the Client any liability (except any expressly provided for under this Agreement).

3.3 If there is any inconsistency between the principal terms and conditions of this Agreement and/or the Specification and/or the Standards, or between any of the Standards (subject to contrary agreement) the more demanding requirement shall apply.

3.4 Without prejudice to Clause 3.1 the Provider shall ensure that:

3.4.1 It has adequate resources to provide the Fundraising Services properly and efficiently throughout the Contract Period;

3.4.2 Provider Personnel are fully and properly trained and supervised in accordance with and fully comply with all specified criteria and requirements in the Standards;

3.4.3 Provider sub-contractors are reasonably selected and supervised and comply with the terms and conditions of this Agreement.

3.5 The Provider shall (without prejudice to Clause 3.1), comply with any agreed minimum requirements and use its reasonable endeavours to meet any agreed performance targets.

3.6 If the Provider is a Professional Fundraiser, the Professional Fundraiser statutory statement agreed in Schedule 3 shall be made in relation to every representation in relation to this Agreement that funds are being raised for charitable purposes.

4. Client's obligations

The Client shall:

4.1 provide all co-operation, information and support reasonably requested by the Provider in relation to its provision of the Services;

4.2 provide access to all operational and financial information reasonably requested by the Provider to enable it to perform its obligations under this Agreement;

4.3 ensure all decisions of the Client in relation to this Agreement are made with proper authority emanating from its Board of Trustees (or governing committee) and that they are integrated with the Client's other operational, fundraising and promotional activities;

4.4 maintain a Client Contact for the Contract Period;

4.5 perform any specific Client obligations set out in the Specification.

5. Liaison, reporting and review

5.1 The parties shall ensure that their authorised representatives and in particular the Primary Contacts meet as often as is necessary during the Contract Period for the proper and efficient delivery of the Fundraising Services and at least as often as is specified in Schedule 5.

5.2 The Provider shall, in addition to oral reporting in and outside meetings, provide written reports containing reasonable detail to the Client during and at the end of the Contract Period, as specified in Schedule 5, in respect of its performance of the Fundraising Services with reference to Key Performance Indicators.

5.3 The parties shall undertake formal reviews of this Agreement in accordance with any review timetable specified in Schedule 5 and at least a reasonable time prior to any prospective renewal date.

6. Record keeping, rights of inspection

6.1 Each party shall apply proper financial and management systems and properly maintain and update records (respectively, in accordance with any requirements specified in Schedule 5), for the Contract Period and maintain them for at least two years after termination or expiry of this Agreement.

6.2 Each party shall on reasonable notice and at reasonable times and otherwise in accordance with the other's reasonable instructions, permit any authorised representative of the other, and in the case of the Provider, any funder or regulator of the Client requiring such access under its arrangements with the Client, to inspect and take copies of any of the records and the Provider shall procure for the Client and such funders and regulators the same rights in respect of all Provider Sub-contractors.

7. Client Intellectual property rights

The Client licenses the Provider, as non-exclusive license for the Contract Period, in delivering the Fundraising Services, in accordance with this Agreement only, to use Client intellectual property rights in accordance with necessarily implied or express provisions of this Agreement (including the Client's reasonable instructions) and nothing in relation to this Agreement shall otherwise imply any transfer or further licensing of any such rights.

8. Copyright and database rights

8.1 The Provider assigns copyright and database rights to the Client in all Client specific materials (in any medium) generated under this Agreement.

8.2 Such assignment does not extend to rights in material developed by the Provider independently from this Agreement, or generic materials produced under this Agreement, except as incorporated into Client specific materials.

8.3 The Provider grants the Client a non-exclusive, perpetual, non-transferable, royalty-free licence to use such incorporated generic material to the extent it is so incorporated.

9. Confidentiality and Publicity

9.1 Both parties shall keep in confidence any information of a confidential nature obtained under this Agreement, or relating to this Agreement and shall not use or divulge it to any person without the written consent of the other party.

9.2 The preceding clause does not apply to information:

9.2.1 In the public domain (otherwise than by breach of this Agreement);

9.2.2 In the lawful possession of the receiving party prior to the date of this Agreement (other than through liaison between the parties prior to and in anticipation of this Agreement);

9.2.3 Obtained from a third party free to divulge it;

9.2.4 required to be disclosed by a Court or other competent authority;

9.2.5 Properly disclosed on a confidential basis to personnel, subcontractors or professional advisers of the respective parties, for the purposes of this Agreement.

9.3 No public announcement or other publicity concerning this Agreement shall, unless required by law or competent authority, be made, or issued, by either party, without the prior written consent of the other.

10. Data capture and protection

10.1 The Provider shall capture such Data under this Agreement and in such form as may be prescribed in the Specification.

10.2 All Data supplied by the Client to the Provider, or captured by the Provider, or any Provider Sub-contractor shall be used by the Provider and (as the Provider shall procure) any Provider Sub-contractor, only for the purposes of and in accordance with the provisions of this Agreement.

10.3 The Provider shall, on termination or expiry of this Agreement, as soon as is reasonably practicable, return or provide (as applicable) all copies of such Data to the Client or destroy all such copies in accordance with the Client's reasonable instructions.

10.4 Each party shall ensure that all its respective legal obligations concerning data protection are complied with in respect of all Data.

11. Indemnity

11.1 The Provider shall indemnify the Client in respect of any liability to any third party arising as a result of any acts or omissions of Provider Personnel, or Provider Sub-contractors, employed or engaged by the Provider in relation to this Agreement.

11.2 The Client shall ensure that the Provider is reasonably consulted and informed by the Client in relation to any claims made, or proceedings initiated, by any third party which are relevant to Clause 11.1 and in particular that the Provider has a reasonable opportunity to comment on the terms of any proposed payment or settlement of any such claim or proceedings.

12. Insurance

12.1 The Provider shall have in place and maintain for and in relation to the Contract Period appropriate insurance against all risks normally covered by a comprehensive policy of insurance in respect of the provision of services in the nature of the Fundraising Services, including adequate public liability insurance.

12.2 The Provider shall, on request, provide to the Client a copy of the insurance policy or policies required under Clause 12.1 with reasonable evidence of payment of the respective current premium(s).

13. Termination

13.1 Any right of termination of this Agreement by written notice is specified in Schedule 1.

13.2 Either party may terminate this Agreement by written notice if the other party:

13.2.1 Has committed a fundamental breach of this Agreement;

13.2.2 Is in breach of the Agreement and has failed to remedy such breach within four months receipt of a written notice from the notifying party requiring the breach to be remedied;

13.2.3 repeats any breach in respect of which a remedy notice was issued;

13.2.4 Commits or suffers any Insolvency Event.

13.3 The Client shall be entitled to terminate this Agreement by written notice if:

13.3.1 Any Key Individual specified in the Specification ceases to be personally available to deliver the Services for a material period and is not replaced to the satisfaction of the Client;

13.3.2 The Provider becomes subject to the Control of any party which does not Control it at the Agreement Date.

14. Consequences of Termination

14.1 In the event of any termination of this Agreement (provided termination is not by reason of the Client's default) the Client shall be entitled, at its option, to assume direct responsibility for the relevant fundraising activities and/or to appoint any third party or parties to promote and continue such activities and the Provider shall provide reasonable co-operation to ensure, as far as possible, continuity of such activities.

14.2 Any right to terminate and the Client's right under Clause 14.1 are without prejudice to any other rights in respect of any relevant breach and to rights which accrued prior to termination.

14.3 Any provision of this Agreement which expressly or by necessary implication is intended to have effect after expiry or termination of this Agreement shall continue to have such effect for the intended further period.

15. Amendment

15.1 The Agreement may be amended only in writing signed by or on behalf of each party (subject to any rights of either party in writing and on reasonable notice reasonably to update or vary, payment provisions, the Specification, or any other provision of this Agreement, as specified in Schedules 4 or 5).

16. Force Majeure

16.1 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control, (subject to giving the other party full particulars of the circumstances and using all reasonable endeavours to resume performance as soon as possible). Such circumstances shall not include strikes or industrial disputes (except where affecting similar businesses in similar circumstances), failures by sub-contractors (except where due to strikes or industrial disputes affecting similar businesses in similar circumstances) or shortages of labour.

16.2 A party exposed to force majeure delay under Clause 16.1 shall be entitled to terminate this Agreement on written notice.

17. Non-Waiver

No forbearance or delay by either party in enforcing provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of rights in respect of any breach of this Agreement operate as a waiver of any rights in respect of any other breach.

18. Assignment and sub-contracting

18.1 Neither party may assign the benefit of this Agreement without the written consent of the other.

18.2 The Provider may only sub-contract performance of its obligations under this Agreement, as specified in the Specification, or as agreed in writing by the Client.

19. Dispute Resolution

19.1 Any dispute arising in connection with this Agreement shall be notified in writing by one party to the other and shall first be addressed by direct personal liaison between the respective Primary Contacts.

19.2 If any dispute has not been resolved under clause 19.1 within 1 month of such notification, the matter shall (if applicable) be referred to be resolved by direct liaison between more senior individuals nominated by each party.

19.3 If any dispute has not been resolved by such senior officers within a further 10 Working Days the matter may be referred at the option of either party, within a further 5 Working Days, to mediation in accordance with the Model Mediation Procedure for the time being of the Centre for Dispute Resolution (Registered Company Number: 2422813; Registered Charity Number 1060369; www.cedr.co.uk) and where any such reference is made neither party shall commence legal proceedings in respect of the relevant matter until such procedure is complete.

20. Notices

20.1 Any notice from either party to the other under this Agreement may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to this Agreement, or as otherwise notified in writing, or by transmission, with due transmission receipt, to a fax number or e-mail address notified in writing for the purpose.

20.2 Any personally delivered, faxed or e-mailed notice shall be deemed received on the day it was delivered or sent if it was delivered or sent on a Working Day before 4.30pm and otherwise on the next Working Day.

21. Entire Agreement

21.1 The Agreement (incorporating its Schedules) is the exclusive statement of the agreement between the parties in relation to the Fundraising Services. It supersedes all previous communications, representations, arrangements and agreements between the parties relating to the Fundraising Services.

22. Third Parties Rights

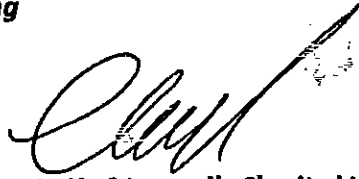
22.1 This Agreement does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. Law

23.1 This Agreement is governed by and shall be construed in accordance with the law of England and Wales, unless otherwise specified in Schedule 2.

In Witness the parties have below executed this Agreement with effect from the Date in the heading

Signed:

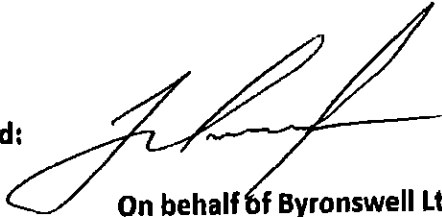


On behalf of Samuel's Charity Ltd

Name: Martin Leib

Position: Director

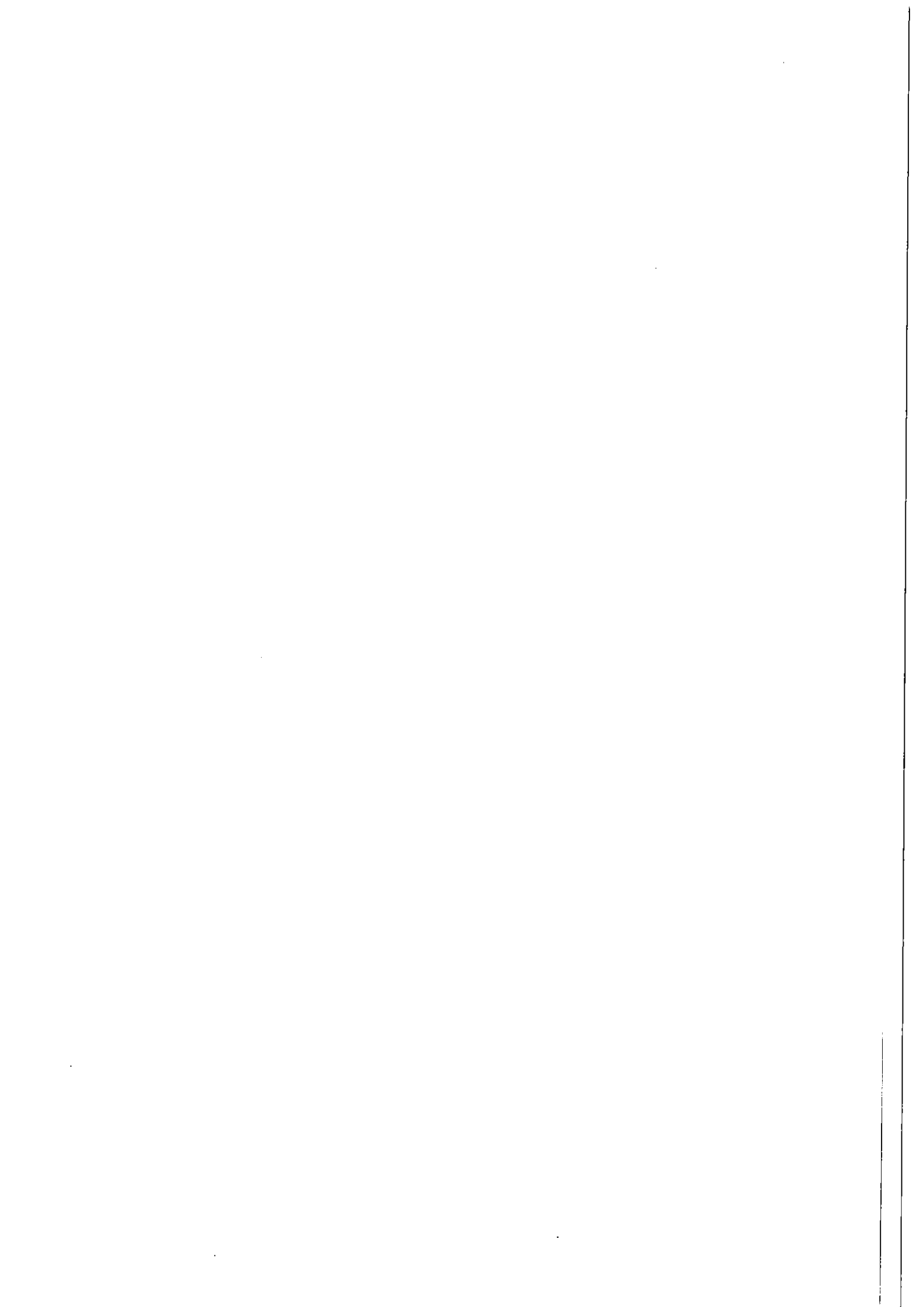
Signed:



On behalf of Byronswell Ltd

Name: Inese Moncevic

Position: Director



ABOUT US

Established in 2008, Byronswell Ltd is a textile recycling company based in Southampton, Hampshire. Our mission is to work with children and young people's charities and to date we have helped grant wishes for hundreds, if not thousands, of seriously ill children.

Past fundraising

Dreams Come True £213687.37

Round Table Children's Wish £40000

Total donated to charity: £253687.37

As of November 2017, our new fundraising partner is Samuel's Charity. We will begin distributing charity bags across the country in 2018. We are very excited to start raising funds for Samuel's Charity and hope to make a significant contribution to their fantastic work and national profile. For more information about our partnership please visit our Charity Partnership page.

What do we do?

Our operation is simple: we specialise in textile banks and house to house bag distribution and collection nationwide. We collect clothing, toys, shoes, bags, bedding and bric a brac, and sell these onto buyers in Eastern Europe and Africa. We then donate a proportion of the money generated per tonne to charity.

Our mission is to raise significant funds for children and young people's charities and help raise the national profile of the valuable work they do. We have previously worked with Dreams Come True and Round Table Children's Wish and consider it an honour to have donated significant amounts of money over the years, helping them towards their goals of granting wishes to children with life-threatening illnesses. Please visit the website of our current fundraising partner Samuel's Charity for more information about how your donations help children in hospitals across the UK.

Charity benefits

Byronswell's shareholders invest in transport across Europe and the UK, storage, warehousing and manpower, as well as capital costs such as new textile banks and collection bags. This way the charity bears none of the financial risk and we deal with 100% of the logistics and administration. The property collected is always recycled and sold on for lower prices to people that really need it. In this way, Byronswell helps on two fronts.

Byronswell cares about:

The environment

By contributing to a better and cleaner environment by reducing waste at landfill sites

Children and young people

By helping to bring joy to seriously ill children through our support of Samuel's Charity

Less fortunate families

By providing affordable clothing, toys, shoes and other items to communities with very limited means

Job creation

By providing work in the UK, Eastern Europe and Africa to the many people who are part of our supply chain, i.e. donating, collecting, shipping, warehousing, sorting, selling, manufacturing

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