

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)

Lalpac number	044651
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 our 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): MR Date of Birth: 06/05/1974

Surname: BUTKUS First names: RAMUNAS

Address (either home or Business): UK CLOTHING CARAVAN LTD, Unit 7; 730 LONDON RD. GRAYS, Postcode: RM20 3NL

Daytime phone number: 08000029560 Mobile phone number: -

E-mail address: fundraising@ukclothingcaravan.co.uk

Details of the charity which the collection will benefit

2. Name of Charity: CHILDREN WITH CANCER UK

Head Office address for the Charity: 51 GREAT ORMOND STREET LONDON Post code: WC1N 3JQ

Contact phone number: 02074040808 Mobile phone number: -

E-mail address: Dionne.Goodling@childrenwithcancer.org.uk

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.

Children with Cancer UK Charity will benefit from this collection. Charity funds vital research of children cancer. Ringing the End of Treatment Bell means a child has finished their cancer treatment, We fund vital

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

Please attach supporting information, web site details etc.

research so that one day every child will survive and can ring the End of Treatment Bell.

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

Yes No

Registered Charity Number: 298405

Collection details

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

Whole Borough please.

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

1) 20/01/2020 - 20/03/2020

3.b. How many collectors will be used to make the collections - 6

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 Unwanted clothing

If Yes, what other type(s) of property will be collected

(Include direct debits as a collection of money) 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

Hull, York, Salford, Liverpool

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.

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

85% will be paid to the Charity

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

£ 0.15p.

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:

UK CLOTHING CARAVAN LTD

Office address of the Company/Organisation:

Unit 7; 730 LONDON ROAD, GRAYS - RM 20 3NL

Contact phone number:

080000 29560

Mobile phone number: -

E-mail address:

fundraising@ukclothingcaravan.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

House to house collection permit before? Yes No

If 'Yes', who issued it?

Scarborough Council; UK Clothing Caravan LTD was issued a permit on behalf of Blesma Charity.

What date was it granted?

03/09/18 - 09/09/18

What licence number was?

HT10002

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?

Elmbridge Borough Council refused us a permit because the donated % does not satisfy those Council.

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	

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 understood.

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

11 1 12 1 19

15th July 2019

To whom it may concern,

This is to confirm that Children with Cancer UK, has appointed UK Clothing Caravan Ltd. to collect good quality used clothing on our behalf throughout the UK. UK Clothing Caravan Ltd abides by the Fundraising Regulator code of conduct which is confirmed in our contract with them.



Dionne Gooding
Corporate Coordinator
Dionne.Gooding@childrenwithcancer.org.uk
020 7404 0808



COMMERCIAL PARTICIPATION AGREEMENT

**(1) CHILDREN WITH CANCER UK
and
(2) UK CLOTHING CARAVAN LIMITED**

AGREEMENT

DATED 23rd May 2019

BETWEEN

- 1) **Children With Cancer UK** (Registered Charity in England & Wales No. 298405), whose registered office is at, 51 Great Ormond Street, London, WC1N 3JQ (the “**Charity**”);
and
- 2) **UK Clothing Caravan Ltd.** (Registered Company No.07536415) whose registered office is at Unit 7, 730 London Road, West Thurrock, Essex, RM20 3NL (the “**CP**” Commercial Participator).

BACKGROUND

- a) The Charity is the beneficial owner of the Name, Logo and wishes to licence the Commercial Participator to exploit them.
- b) This agreement is entered to comply with the Act and the Regulations.

NOW IT IS AGREED as follows:

1. Definitions

In this agreement the following words and phrases shall have the following meanings, unless the context otherwise requires:

'the Act'	the Charities Act 1992 (as amended);
"Term"	Ongoing from the (Agreement date).
"Lead Time"	Period during which the CP will make all preparations for the campaign, no Royalty payments will be due during this period. This period shall not exceed 4 months from the start date of this agreement and shall end on 30 th September 2019. During the Lead Time period the CP will not use the Charity branding.
'Logo'	The logo of the Charity
'Name'	Children With Cancer UK
'Regulations'	the Charitable Institutions (Fundraising) Regulations 1994
'Royalty'	At least £2,100.00 per month during the six months trial period, which will be reviewed at the end of the 6 months trial period.
'Territory'	United Kingdom
'Collections Start Date'	The date when the clothing collection campaign will officially commence. This will begin on 1 st October 2019. The Royalty payments will be due at the end of the following month and by the end of each month thereafter, during the term of this agreement.

2. Purpose

The purpose of this agreement is to raise funds for the Charity through licensed House to House collections of clothing, shoes, fashion accessories and other items.

3. Appointment of Sub-licensee

In consideration of the undertakings given by CP in this agreement, Charity hereby appoints CP as its non-exclusive licensee to use the Name and Logo in the territory for the Term on the terms of this agreement.

4. Obligations of CP

CP undertakes with the Charity that it shall:

- 4.0 The Collections Start Date shall commence on 1st October 2019.
- 4.1 Not bring the Name or the Logo into disrepute in any way whatsoever.
- 4.2 Achieve the best possible return for the recycled clothes and other items throughout the UK to the best of its abilities.
- 4.3 Print, order and manufacture all advertising materials relating thereto, but on condition that it shall obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) to all materials which bear the Name and/or Logo;

4.4 Be responsible for the application for licences and the collection and sale of the recycled clothes and other items and to that end may enter into such reasonable agreement as it shall think fit to fulfil its obligations under this agreement.

4.5 Ensure that the charity bags are delivered to households shall be of good quality and comply in all respects with all relevant statutory standards.

And shall not use the name and logo in any other manner whatsoever without the prior written consent of the charity (such consent not to be unreasonably withheld or delayed). It shall also contain the Charity website address.

4.6 Arrange that the returns of collections are prepared under this agreement and given to the charity on a monthly basis.

4.7 Abide always with Part II of the Charities Act 1992 and in particular will state on all notices, advertisements and other documents soliciting funds for the charity the fact that the charity is registered.

4.8 Abide by the Fundraising Regulator code of conduct.

4.9 All CP vans will display a "Charity Clothing Collections" magnetic sign, but will not be permitted to use Charity branding, unless this has been approved in writing by the Charity.

5. The Royalty

5.1 In consideration of Charity granting to CP the sub-licence in clause 3, CP shall pay the Royalty of at least £2,100.00 per month to Charity from the Collections Start Date, in accordance with the rest of this clause.

5.2 The costs/expenditure of CP will be paid from funds raised. The expenses can only include:

(i) Bag manufacturing; Motor; printing/informing material and postage expenses; Stationary Office badges; accountancy fees; storage costs; sorting costs; services, administrative costs.

5.3 In the event of termination of this agreement the Royalty shall be paid up to the date of termination.

5.4 Within 30 days of termination of this agreement, CP shall draw up and deliver to Charity a statement showing the amount of Royalty paid during the period from the last statement until termination, and the amount of any remaining Royalty due (if any).

5.5 There will be a Lead Time of up to 4 months during which CP will make all necessary preparations for the Clothing Collection campaign. This includes preparing the bag design with approval from Charity, ordering the bags, making licence applications to councils. Royalty payments will not be due to the charity during the 4 month Lead Time and the CP will not be permitted to use the Charity branding during this period.

5.6 CP shall pay the first Royalty payment to Charity by 30th November 2019.

5.7 Charity and CP agree to review the Royalty payments after 6 months from the Collections Start Date.

6. Termination

6.1 Charity shall be entitled to terminate this agreement forthwith if:

- (i) CP fails to pay any sum due to the Charity after the due date and the Charity has given CP written notice requiring it to pay and CP has failed to pay in the 30-day period.
- (ii) CP does anything which brings the name or logo or reputation of the charity into disrepute.
- (iii) A resolution is passed for the voluntary or compulsory liquidation of CP or a receiver is appointed over all or part of its business or if CP as an individual has a bankruptcy petition presented against him or her.

6.2 If Charity terminates this agreement under 6.1, the CP will no longer be authorised to use the Name and Logo once the termination notice period has been served.

6.3 Throughout the Term the Charity shall be able to terminate this agreement by giving no less than six (6) months prior notice.

6.4 Subject to the Charity's right to terminate under 6.1 this agreement shall last for the Term. During the notice period in respect of such sales and the rights of the charity under this agreement shall continue during that period.

6.5 Throughout the Term CP shall be able to terminate this agreement by giving no less than one (1) months prior notice.

7. Indemnity and Limitation on liability

7.1 CP agrees to indemnify the Charity in respect of any costs, claims, loss or liability whatsoever suffered by the charity because of any breach by CP of any of the terms of this agreement.

8. Exclusive Agreement

8.1 The Charity undertakes with CP that for the duration of this agreement it will not enter into a similar agreement with any other party in respect of a service which is like the service provided by CP.

9. Confidentiality

9.1 The Charity agrees with CP and CP with Charity, 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 to otherwise make use of or permit to be made use of any information relating to Charity's or CP's business affairs or finances where knowledge or details of the information was received during the period of this agreement.

10. General

10.1 No amendment or addition to this agreement shall be made unless made in writing and executed by the parties;

10.2 This agreement shall be governed by the laws of England and Wales;

10.3 Neither party shall be liable for any breach of any term of this agreement that is the result of any clause beyond the reasonable control of the party in breach.

10.4 Any notice to be served on any of the parties shall be sent by pre-paid post recorded delivery or registered post to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting.

**SIGNED for and on behalf of
Children With Cancer UK (Charity)**

By: ZAHRA SCOTT

(Signature)

Occupation: SENIOR MANAGER, SPORT, REGIONAL

In the Presence of: + CORPORATE

Occupation: DIONN GOODING
CORPORATE
COORDINATOR

(Signature)

**SIGNED for and on behalf of
UK Clothing Caravan Limited (CP)**

By: Ramona S Butkus

(Signature)

Occupation: (Director)

In the Presence of: LINA BIRMANTIENE

(Signature)

Occupation: PA to Director