APPLICATION 1



51 Great Ormond Street, London WC1N 3JQ 020 7404 0808 | info@childrenwithcancer.org.uk childrenwithcancer.org.uk



24th February 2020

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

Rotherham

Neighbourhood and Adult Services

Application for a House to House Collections Perm it

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

| Grant | | | |
|---------------|----------------|--|--|
| For offic | e use only | | |
| Date Received | | | |
| Fee | Free of Charge | | |
| Laipac number | | | |
| Board Hearing | | | |
| Permit Number | 2211 | | |

Data Protection Act, 1998

funderstand that RMBC is required to use information provided by mero carry out cross system and cross authority comparisons for the prevention and detection of fraud or crime is 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 come. We may also use the information share the infinithis way or for connected purposes. and we may also share the information with certain other people coorganisations that manage hande or protect public funds. By signing this a lication, ou are a reein to us usin our information in this wa

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.

| plicants (Promoter) personal details |
|------------------------------------------------------------------------------------------|
| our Title (Mr, Mrs, Miss, etc): MR Date of Birth: 06/05/1974 |
| urname: Buikus First names: RAMUNAS |
| ddress lether UK CLOTHING CARHVAN LTD, Unit 7: 730 LONDON RO. GRAYS, Posicode RM20 3NL |
| Daytime phone Mobile phone number: 0800029560 number: |
| nail address: fundraising @ ukclothingcarawan. co.ul |
| tails of the charity which the collection will benefit |
| ame of Charity: CHILDREN WITH CANCER UK |
| Head Office address for 51 GREAT OR MOND STREET |
| the Charity: LONDON |
| Post code WC1N 3JQ |
| Contact phone number 02074040808 Mobile phone number: |
| E-mail address Dionne. Gooding a children with concer. org. uk |
| Are you an employee/Volunteer for this Charity YES No 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. | benefit from this collection. |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| | Please attach supporting information web site details etc | Charity funds vital research of children cancer. Ringing the End of Tree ment 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 Pleaseattach supporting information. web | research so that one day every child will survive and can ring the End of Treatment Bell. |
| | site details etc. | |
| 2.d. | Is this charity/fund a UK registered charity | Yes No D Registered Charity Number 298405 |
| Ço | llection details | |
| | Over what parts of the licensing area is it proposed that collections will be made? | Thole Borough please. |
| 3.a. | Over what periods in the year, dates & times. is proposed that collections will be made? | sit 1/20/07/2020 - 20/09/2020 |
| 3.b. | . How many collectors will be used to make | the collections-L |
| 3.c. | is it proposed to collect money including direct d | debits as money: YesD (NdD) Direct Debits D |
| 3.d. | Is it proposed to collect "other" types of proper | rty Yes D No Dunwanted clothing |
| | If Yes, what other type(s) of property will be coll | llected |
| | In things die to sent the acoust the sent and the sent an | Street property Set Give Awa Usa Usa Usa |
| _ | | |
| 3e. | Are applications also being made for <u>licences fo</u> | r the same purposed in other areas of the UK. Yes No. |
| | If Yes, which other licensing authorities | full York Salford Liverpoof |
| | Will these collectors be the same collectors as | |
| 3.f. | Is it proposed to promote this collection in conjun | nction with a street collection YesD No. |
| | If Yes, is it proposed to combine the House to H Collection accounts or submit separate acc | |
| 3g. | If the collection is for a War Charity, state if the containing th | charity has been registered or exempted from registration under the War istration 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 D No |
| If NO, please state the purposes for which taking will be sed 85% will be paid to the Charit |
| 4.a. Please state how much will be deducted for expenses prother reasons £ 0.15p. |
| 4.b. Is it proposed to use some of the takings for the payment of any persons Yes D (No) |
| If YES is it to Collectors Yes No is it to Other Persons Yes No |
| 4.c. Pleasestate how much will be deducted: for what reasons £ and it applicable what otherpersonns 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 1 Unit 7: 730 LONDON ROAD SCO. 18 - RM 20 3NL |
| Contact phone number 1080000 29560 Mobile phone number: |
| E-mail address. fund raising a uk clothing carawan. co. uk |
| 5.a. Are you an employee of this Business/Organisation YES No L One significant State of the |
| 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 ouse to house collection permit before? Yes |
| If 'Yes' who issued it? Scarborouph (puncil, issued apermit on behalf of Bless) What licence number was? I HONG? |
| What date was it granted? $1000000000000000000000000000000000000$ |
| 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? |
| 6.b. Have you, or to your knowledge anyone associated with this collection ever had a house to houselicence or order, with any other authority refused, or revoked before? |
| when was it refused, or revoked and why was it revoked? Please use an extra sheet if required El mbridge. Borough Council refused us a permit because the donated % does not satisfy those Council. |

| reprimands?etc | en convicted of a criminal offence(s) or received any police caution (If you answer YES to this question give details in the | ns warnings or YeL No No lee box below.) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | to hear about any prosecution ame hearing the case | f known give date of future court hearing date: |
| Date of conviction(s) | Details of Offence(s) and Conviction(s) | Sentence Or Penalty |
| 1 1 | | |
| 1 1 | | |
| 1 1 | | |
| | | |
| | Use an extra sheet of paper if required | |
| | by the Secretary of State from obtaining a licence from | |
| The applicants atter | ntion is drawn to the House to House Collections Act 1939 a tions 1947 (as amended); on the 12 December 1947. Th ce shall be made not later than the 1st day of the month p | and to paragraph 4 of the House to House is paragraph provides that ordinanly al |
| The applicants atter Collections Regulat application for licence commence any col eclaration l am aware tha must take pla | t should a House to House Collection Ucence be consisted as the compliance with the House to House Collection Ucence be consisted as the compliance with the House to | and to paragraph 4 of the House to House is paragraph provides that ordinanly an oreceding that in which it is proposed to be granted to me the collection |
| The applicants atter Collections Regulat application for licence commence any co- commence | ntion is drawn to the House to House Collections Act 1939 a tions 1947 (as amended); on the 12 December 1947. Th be shall be made not later than the 1st day of the month p election. | and to paragraph 4 of the House to House is paragraph provides that ordinanly all preceding that in which it is proposed to be granted to me the collection House Regulations, which |
| The applicants atter Collections Regulat application for licence commence any co- l am aware tha must take pla have read and l am aware tha least 28 days of | t should a House to House Collection Ucence be ce in strict compliance with the House to the total and the House to the House Collection Ucence be ce in strict compliance with the House to fully understand. | and to paragraph 4 of the House to House is paragraph provides that ordinanly at preceding that in which it is proposed to be granted to me the collection of House Regulations, which it is deform of statement within at Act 1939, I hereby apply for a |

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
- 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 30th 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 1st 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: ZAHRASCOTT

Occupation: SENIOR MANAGER, SPORT, REGIONAL

In the Presence of:

+ CORPORATE

Occupation:

DIONN GOODING CORPORATE COORDINGTO

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

By: Ramunus Buthius

Occupation: (Director)

In the Presence of: LINA BURMANTIENE

Occupation: PA to Director

Certificate of Registration under the Waste (England and Wales) Regulations 2011

Regulation authority

Name

Address



National Customer Service Centre

99 Parkway Avenue

Sheffield S9 4WF

Telephone number 03708 506506

The Environment Agency certify that the following information is entered in the register which they maintain under regulation 28 of the Waste (England and Wales) Regulations 2011.

Carriers details

Name of registered carrier UK CLOTHING CARAVAN LTD

Registered as an upper tier waste carrier and dealer

Registration number CBDU192699

UK CLOTHING

Address of place of

MOTHERWELL WAY

business

GRAYS RM20 3XD

Telephone number

01708685079

Date of registration

Monday 31st July 2017

Expiry date of registration

(unless revoked)

Friday 28th August 2020

Making changes to your registration

Your registration will last 3 years and will need to be renewed after this period. If any of your details change, you must notify us within 28 days of the change.







utside on the collection day by 9am.

re £3 for life-saving research. ACCEPT cash donations.

ir distributors, collectors always carry ID badges

HELP US BY DONATING

- √ Clothing (Adults and Children)
- √ Handbags, Accessories, Belts, Hats
- √ Paired Shoes (Tied Together)
- √ Jewellery, Toiletries, Perfumes
- ✓ Bric-A-Brac, Souvenirs

X Please No: Curtains and Books

UK CLOTHING CARAVAN LTD

HELPLINE: 08000 029 560 For missed bags please text your full address and postcode to: 07496 014 113

Supporting





YOUR COLLECTION DAY IS:

FRIDAY

Please leave your bag(s) outside on the collection day in full view from the road by 9am.

*Text BELL to 70030 to give £3 for life-saving research. *Our collectors CAN NOT ACCEPT cash donations.

HELPL ✓ Clothir

√ Handba

√ Paired: √ Jewelle

X Please I

U C.

HELPLI For missed and postco