

**Appendices**  
**A = Application**  
**B = Additional**  
**Company information**



## LICENSING COMMITTEE REPORT

<b>Report Title</b>	<b>House to House Application</b>
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**AGENDA STATUS: PRIVATE**

<b>Committee Meeting Date:</b>	10 <sup>th</sup> March 2020
<b>Policy Document:</b>	House to House Collections
<b>Directorate:</b>	Customers and Communities

### 1. Purpose

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1.1 To consider the application for a House to House permit submitted by Gerwyn Davies of East London Textiles Ltd to collect used clothing on behalf of Bliss, a national charity. This is the first application to be considered by Northampton Borough Council for the Bliss charity. The aforementioned person and organisation are not the subject of a National Exemption Order from the requirement to obtain the necessary permit.

### 2. Recommendations

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2.1 That the application be determined in accordance with the criteria in the House to House Collections Act 1939.

### 3. Issues and Choices

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#### 3.1 Report Background

3.1.1 Public charitable collections conducted by house-to-house are regulated by the House to House Collections Act 1939 and the House to House Collections Regulations 1947. The 1947 regulations established a central licensing regime for collections

3.1.2 The Local Government Act 1972 transferred responsibility for licensing of House to House Collections from the police to local authorities.

3.1.3 The Licensing Authority cannot grant a permit for a period longer than twelve months and may refuse a permit or, where granted, may revoke it, in circumstances specified in the House to House Collections Act 1939. Grounds for refusal as specified in section 2(3) paragraphs, a-f of this Act, which are detailed in 3.3.4 to 3.3.9 of this report.

3.1.4 National Exemption Orders are available to charities, which are issued by the Cabinet Office directly.

### 3.1.5 **Policy Criteria**

3.1.6 The Licensing Committee agreed on the 25<sup>th</sup> February 1997 that street and house to house applications should only be issued to nationally recognised registered charities with local connections, or charitable organisations based locally.

3.1.7 On the 14<sup>th</sup> July 1998 the Licensing Committee granted delegated authority, allowing officers to issue permits to charitable organisations that meet the above criteria, and which have already been approved by a Licensing Committee on a previous occasion.

### 3.1.8 **Application**

3.1.9 This application was received on 14<sup>th</sup> February 2020. A summary of the application is detailed in **Appendix A**.

3.1.10 East London Textiles have submitted additional company supporting documents for consideration as detailed in **Appendix B**.

3.1.11 The application is requesting a permit to raise funds under the name of Bliss with at least 82% going to the charity and 18% to be deducted for expenses, including wages, fuel, printing and admin costs etc.

3.1.12 The applicant has not previously been granted a permit by this Licensing Committee and therefore delegated powers do not apply. The applicant has been granted permission by Fylde Borough Council in February 2020.

## 3.2 **Issues**

3.2.1 This organisation has not previously been granted a permit for house to house collections with this local authority in accordance with 3.1.7.

3.2.2 There is a Right of Appeal to the Secretary of State against the refusal or the revocation of a permit, within fourteen days of the date on which notice is given of the refusal or the revocation.

3.2.3 The Secretary of State may by Order direct an exemption from the requirement to obtain a permit from the Licensing Authority.

### **3.3 Choices (Options)**

3.3.1 Grant the application.

3.3.2 Refuse the application on one of the following grounds;

#### **3.3.3 Grounds for Refusal**

3.3.4 That the total amount likely to be applied for charitable purposes as a 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).

3.3.5 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.

3.3.6 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.

3.3.7 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 Her 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.

3.3.8 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 person so authorised.

3.3.9 That the applicant or holder of the licence has refused or neglected to furnish to the authority such information as they may have reasonable required for the purpose of informing themselves as to any of the matters specified in the foregoing paragraphs.

## **4. Implications (including financial implications)**

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### **4.1 Policy**

4.1.1 N/A

## **4.2 Resources and Risk**

4.2.1 None identified.

## **4.3 Legal**

4.3.1 The Committee must have regard to the House to House Collections Act 1939, together with the House to House Collection Regulations 1947 (SI 1947 No 2662, as amended) when making their decision.

4.3.2 The only grounds on which a licence may be refused are set out in the 1939 Act (referred to at paragraphs 3.3.4 to 3.3.9 above). A separate regime exists under the Act for short term, local collections under which the Chief Officer of Police may grant certificates authorising collections and, if a certificate is issued, the requirement to hold a licence does not apply. It is not open to the Council to refuse to grant a licence on the basis that there is not a local connection.

## **4.4 Equality**

4.4.1 None identified.

## **4.5 Consultees (Internal and External)**

4.5.1 Customers & Communities, Legal.

## **4.6 Other Implications**

4.6.1 None identified

## **5. Background Papers**

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5.1 House to House Collections Act 1939  
House to House Collections Regulations 1947 & 1963

**Martin O'Connell**  
**Senior Licensing Enforcement Officer**

**Northampton**  
**Application for a house-to-house collection licence**  
**House to House Collection Act 1939 and the House**  
**to House Regulations 1947**

\* required information

**Section 1 of 10**

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference  This is the unique reference for this application generated by the system.

Your reference  You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Yes  No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

**Applicant Details**

\* First name

\* Family name

\* E-mail

Main telephone number  Include country code.

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

Applying as a business or organisation, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

**Applicant Business**

\* Is your business registered in the UK with Companies House?  Yes  No

\* Registration number

\* Business name  If your business is registered, use its registered name.

\* VAT number   Put "none" if you are not registered for VAT.

\* Legal status

Continued from previous page...

\* Your position in the business Charities manager

Home country United Kingdom

The country where the headquarters of your business is located.

**Registered Address**

Address registered with Companies House.

\* Building number or name Unit G4, Gallman's End Farm

\* Street Manor Road

District Abridge

\* City or town Romford

County or administrative area Essex

Postcode RM4 1NA

\* Country United Kingdom

**Section 2 of 10**

**FURTHER DETAILS ABOUT THE APPLICANT**

Please note: the applicant must be the organiser of the proposed collection

Former name(s) N/A

If currently or previously known by any other name(s), you must record them here.

**Home Address**

Is the address the same as (or similar to) the address given in section one?

Yes  No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

\* Building number or name

\* Street

District

\* City or town

County or administrative area

\* Postcode

\* Country

**Further Details**

\* Date of birth  /  /   
dd mm yyyy

\* Place of birth TREALAW

**Section 3 of 10**

**ORGANISATION WHICH IS RESPONSIBLE FOR THE COLLECTION**



*Continued from previous page...*

\* Provide a brief description of the organisation and its objectives

East London Textiles Ltd is a well-established, professional company specialising in recycling and exporting of used clothing and shoes. Our Mission is to source, select and supply quality used clothing to help clothe the people across the world.

\* Are the proceeds of the collection to benefit this organisation?

Yes

No

#### Section 4 of 10

#### CHARITY, FUND OR ORGANISATION TO BENEFIT FROM THE COLLECTION

\* Is another organisation going to benefit from your collection?

Yes

No

Provide details of the charity, fund or organisation which is to benefit from the collection

\* Name of charity or organisation

Bliss

#### Organisation Address

\* Building number or name

4th Floor Maya House

\* Street

134-138 Borough High Street

District

\* City or town

London

County or administrative area

\* Postcode

SE1 1LB

\* Country

United Kingdom

#### Contact Details

E-mail

Traceysw@bliss.org.uk

\* Telephone number

0207 3781122

Other telephone number

#### Secretary And Treasurer

\* Provide name and contact details for the secretary and/or treasurer of the organisation (if applicable)

Julie Shield Julies@Bliss.org.uk

#### Further Details

\* Provide a brief description of the organisation and its objectives

Bliss is the UK's leading charity for babies born premature or sick.

**Continued from previous page...**

We are a community of parents, families, volunteers, health professionals and researchers all working together to make sure the sickest and most vulnerable babies in the UK have the best possible start in life.

\* Is this organisation a registered charity?

Yes  No

\* Registration number

1002973

\* What are the proceeds of the collection to be used for?

To support Bliss mission together to make sure the sick and most vulnerable babies in the UK have the best possible start in life.

Add another organisation

## Section 5 of 10

### TYPES OF COLLECTION

\* What type(s) of collection will you be performing?

- A street collection
- A house-to-house collection
- Both street and house-to-house collections

### House to House Collection

Check for local guidance notes and conditions before completing this section. Some of the questions may not be relevant to local circumstances or your responses may have to provide very specific information.

### Where

\* In what parts of this authority's area do you intend to carry out the collection?

All parts in the authority

### When

\* Preferred dates for the collection

16 March 2020 - 15 March 2021

Alternative dates

As offered

\* During what hours of the day will the collection be held?

7:00 - 19:00

### Collectors

\* How many people do you plan to authorise as collectors?

2

\* How will the collectors be identifiable? (provide details of badge, certificate of authority etc)

All staff issued with a company High Visibility Jacket, a company Identity Card and all vehicles will be appropriately marked



Continued from previous page...

### What

Check for local guidance notes which may clarify what is allowable in your area and whether additional permissions or licences are required.

\* Do you intend to collect money?

Yes  No

\* Do you intend to collect property?

Yes  No

\* What sort of property?

Clothes, paired shoes, bedding, handbags, belts, soft toys, perfumes and cosmetics.

\* What do you intend to do with the property you collect?

- Sell it  
 Give it away  
 Use it  
 Other

\* Provide details

Use, reuse and sell to the UK, Eastern Europe and Africa.

\* Do you intend to offer anything for sale during the collection?

Yes  No

### Section 6 of 10

#### EXPENSES AND PAYMENT

\* Will 100% of the proceeds of the collection be donated to a charity or used for charitable purposes?

Yes  No

\* What % of the proceeds will be donated to a charity or used for charitable purposes?  %

#### Expenses

\* Do you intend to pay expenses or admin costs out of the proceeds of the collection?

Yes  No

#### Payments

N.B. Payment cannot be made to collectors, or others, unless details are provided in this form and approved

\* Do you intend to pay collectors or any other person out of the proceeds of the collection?

Yes  No

Continued from previous page...

### Statement Of Return

\* Which of the following types of return will you submit, giving details of proceeds and deductions?

House-to-house collection only

### Section 7 of 10

#### PREVIOUS APPLICATIONS

\* Have you, or any person named in or associated with this application, previously applied for a similar licence or registration? (check all that apply)

No  Yes - application granted and revoked

Yes - application granted  Yes - application refused

#### Application Granted

Only provide details about the most recent application – unless stated otherwise in local guidance notes.

\* Local authority applied to

\* Date of licence/registration

\* Reference number

\* Expiry date

### Section 8 of 10

#### CONVICTIONS

\* Have you, or any person named in or associated with this application, been convicted of any crime or offence?

Yes  No

### Section 9 of 10

#### ADDITIONAL DETAILS

Provide any additional information which is required or relevant to your application (check for local guidance notes and conditions which may provide details of specific requirements in your area)

### Section 10 of 10

#### DECLARATION

I am aware that should a Licence be granted to me the collection must take place in strict compliance with the house-to-house collection regulations and/or the street collection regulations as appropriate. I am aware that it is also necessary for me to submit a certified form of statement within 28 days of the collection taking place.

Continued from previous page...



Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

\* Full name

\* Capacity

\* Date  /  /   
dd mm yyyy

Once you're finished you need to do the following:

1. Save this form to your computer by clicking file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/house-to-house-collection-licence/northampton/apply-1> to upload this file and continue with your application.

Don't forget to make sure you have all your supporting documentation to hand.

#### OFFICE USE ONLY

Applicant reference number

Fee paid

Payment provider reference

ELMS Payment Reference

Payment status

Payment authorisation code

Payment authorisation date

Date and time submitted

Approval deadline

Error message

Is Digitally signed

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16 October 2019

To whom it may concern,

We have entered into a commercial participation agreement with Gerwyn Davies from East London Textiles Ltd. In this agreement we have given ELT the right to use our name and logo on our collecting bags for door to door collections.

With thanks and best wishes,

Julie Shield  
Partnerships Manager, Bliss  
e [julies@bliss.org.uk](mailto:julies@bliss.org.uk) / t 07436 102617





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## **COMMERCIAL PARTICIPATION AGREEMENT**

**(1) BLISS The National Charity for the Newborn**  
Registered Charity Number 1002973, Scotland SCO40878

**and**

**(2) Bliss Sales Limited**  
Company Registration No 2609219

**and**

**(3) EAST LONDON TEXTILES LIMITED**  
(Registered Company No. 05373866)

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## **AGREEMENT**

### **DATED THIS DAY**

### **BETWEEN**

- 1) **Bliss** The National Charity for the newborn whose registered office is at 2<sup>nd</sup> Floor Chapter House, 18-20 Crucifix Lane, London SE1 3JW (the "**Charity**"); and
- 2) **Bliss Sales Limited** whose registered office is at 2nd Floor Chapter House, 18-20 Crucifix Lane, London SE1 3JW ("**BSL**") and
- 3) **EAST LONDON TEXTILES LIMITED** (Registered Company No. 05373866) whose registered office is at 6 Cambridge Court, 210 Shepherds Bush Road, London, W6 7NJ (the "**CP**").

### **BACKGROUND**

- a) BSL Ltd is a wholly owned subsidiary of the Charity (and donates all taxable profits to the Charity).
- b) The Charity is the beneficial owner of the Name, and Logo and has licensed BSL to exploit them, in particular, to grant sub-licenses.
- c) **CP (East London Textiles Limited)** is a commercial participator in relation to the Charity as defined in Section 58 of the Act.
- d) This agreement is entered into to comply with the Act and the Regulations.

### **THE TERM**

The Term of this licence agreement shall be for a period of 3 years commencing 3 months after the signature of this licence agreement.

1. The Term shall be identified starting the following periods:

- 1.1 The first day of May 2017
- 1.2 The first day of May 2018
- 1.3 The first day of May 2019

**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);
'Bags'	the bags produced to be used for door to door collections, details of which appear in Schedule 2;
'Goods'	good quality clothing, paired shoes, bedding, handbags, belts, soft toys, perfumes, cosmetics etc. given by the general public;
'Logo'	the logo of the Charity, details of which appear in Schedule 1;
'Month' & 'Monthly'	refer to a calendar month;
'Name'	the Charity
'BSL'	Bliss Sales Limited
'Regulations'	the Charitable Institutions (Fundraising) Regulations 1994 (as amended);
'Fee'	the fee being£27,000.00 (Twenty Seven Thousand Pounds) plus V.A.T. for the period of the Term
'Territory'	Great Britain;
'Term'	the period of this licence agreement ( Three years in Total )
'Year'	calendar year;
'VAT'	value added tax chargeable under the Value Added Tax Act 1994, and any similar replacement and any additional replacement tax.

2. The purpose of this agreement is to raise funds for the Charity via BSL by the CP collecting door to door in the Territory, Goods, in Bags to bear the Charity's Name and Logo alongside the name and logo of the CP, and then the CP re-selling the items collected, and paying the Fee to BSL each year.

## **3. Appointment of licensee**

In consideration of the undertakings given by CP in this agreement, BSL hereby appoints CP as its exclusive licensee to use the Name and Logo (in association with the collection bags) in the Territory for the duration of and on the terms of this agreement subject to clause 10.1.and to appoint collection teams to enable distribution and collection of distributed Bags.

## **4. Obligations of CP**

CP undertakes with BSL and TC that it shall:

- 4.1 not bring the Name or the Logo 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;
- 4.2 promote the Bags throughout the Territory where it is able to obtain the relevant licences and where it believes in its discretion it is appropriate to do so;
- 4.3 create and manage the design artwork, print and manufacture of the Bags and all advertising material 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 production, promotion, marketing and distribution of the Bags and to that end may enter into such reasonable agreement as it shall think fit so as to fulfil its obligations under this agreement;

4.5 ensure that the Bags shall be of good quality and comply in all respects with all relevant statutory standards and shall have the following statement clearly visible on the outside of each Bag:

“This bag and its contents, once given by the householder, are the property of East London Textiles Limited (E.L.T.) who will pay £27,000.00 (Twenty Seven Thousand Pounds)\*to Bliss(BSL), which gift aids all its taxable profits to the reg. charity No 1002973,SCO40878”

\*(this amount is for the duration of the agreement of three (3) years

4.6 on request and at all reasonable times make available to the Charity documents, or other records which relate to the production, promotion and collection of the Bags and are kept for the purposes of this agreement;

4.7 pay all monies due to the Charity from the CP from time to time into a separate bank account in the CP's name and marked accordingly as requested.

4.8 abide at all times with Part II of the Charities Act 1992 and the Data Protection Act 1998 and, in particular, will 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;

4.9 use reasonable endeavours to obtain all necessary licences to carry out door to door collections in the areas selected by the CP or any other aspect of the activities carried out by the CP under this agreement.

## 5. The Fee

5.1 In consideration of BSL granting to CP the licence in clause 3, CP shall pay the Fee to BSL in accordance with the rest of this clause 5;

5.2 CP shall within 30 days of receiving a valid VAT invoice from TC pay the fee as set out in the table below plus V.A.T. to BSL being the proportion of Fee attributable to the previous three months.

Fee payable for the Total term shall be ;

Year 1	Total equal to £8,000.00 (Eight Thousand Pounds)
Year 2	Total equal to £9,000.00 (Nine Thousand Pounds)
Year 3	Total equal to £10,000.00 (Ten Thousand Pounds)

Total	Year	Total per Year	Monthly total	Quarterly
Year 1		£8,000.00	£666.67	£2,000.00
Year 2		£9,000.00	£750.00	£2,250.00
Year 3		£10,000.00	£833.33	£2,500.00

- 5.3 BSL undertakes with CP that it will donate all taxable profits for the financial period(s) to which this agreement relates to the Charity;
- 5.4 In the event of termination of this agreement the Fee shall be paid pro rata up to the date of termination.
- 5.5 Within 30 days of termination of this agreement CP shall draw up and deliver to BSL a statement showing the amount of Fee(s) paid during the period from the last statement until termination, and the amount of any remaining Fee due (if any). In the event that the statement shows that the amount of Fee(s) due to BSL is less than the amount paid, BSL shall pay to CP within 14 days of submission of the statement an amount equivalent to the difference between the amount paid and the amount due.

## 6. Termination

- 6.1 BSL shall be entitled to terminate this agreement forthwith if:
- (i) CP fails to pay any sum due to BSL after the due date and BSL has given CP 30 day's written notice requiring it to pay and CP has failed to pay in the 30 day period;
  - (ii) CP does anything which in the reasonable opinion of BSL or the Charity brings or in the opinion of BSL or the Charity is reasonably likely to bring the Name or Logo or reputation of either BSL or 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;
- 6.2 CP shall be entitled to terminate this agreement forthwith if a resolution is passed for the voluntary or compulsory liquidation of BSL or the Charity or a receiver is appointed over all or part of BSL or the Charity's business;
- 6.3 BSL and CP shall be entitled to terminate this agreement by giving not less than **Six Months** prior notice to the other expiring on or after three years from the date of this agreement.
- 6.4 CP shall be entitled to terminate this agreement by giving not less than **Six Months** prior notice in if the door to door collections mechanic fails to generate sufficient profitability for the fee to be paid to BSL. CP undertakes to provide such notice in writing. If such notice is given, CP undertakes to abide by the same terms of use as set out in 6.5 below.



- 6.5 if BSL terminates this agreement under 6.1, or CP terminates this agreement under 6.2, or BSL or CP terminate this agreement under 6.3, CP will no longer be authorised to use the Name and Logo, and will cease immediately the distribution and production of the Bags or other existing products bearing the Name and Logo;
- 6.6 Subject to the rights of termination under 6.1, 6.2 and 6.3 this agreement shall continue.
- 6.7 Notwithstanding termination of this agreement clause(s) 8 (if termination is within 3 years of the commencement of this agreement) and 9 shall survive termination.

## **7. Indemnity**

- 7.1 Subject to clause 10.4 CP agrees to indemnify BSL and the Charity in respect of any costs, claims, loss or liability whatsoever suffered by BSL or the Charity (including reasonable legal costs and disbursements paid by either) as a result of any material breach by CP of the terms of this agreement. Any liability under this indemnity will be limited to a maximum of 1 year contract value and claimed prior to the termination of this agreement.
- 7.2 Subject to clause 10.4 BSL and the Charity agree to jointly indemnify CP in respect of any costs, claims, loss or liability whatsoever suffered by CP (including reasonable legal costs and disbursements) if in relation to the CP's use of the Name or the Logo the intellectual property rights of any third party are breached. Any liability under this indemnity will be limited to a maximum of 1 year contract value and claimed prior to the termination of this agreement.

## **8. Exclusivity**

- 8.1 CP undertakes that this agreement is non-exclusive. CP has the right to enter into other agreements as they may choose bearing in mind consideration to its own financial costs and self-conflict of interest.
- 8.2 In consideration of the considerable financial investment by the CP, BSL and the Charity undertake with CP that for three years or such longer period as this agreement exists they will not enter into a similar agreement with any other party in respect of the collection of Goods other than an agreement with a trading company of which the Charity owns at least 50% of the issued voting shares.

## **9. Confidentiality**

- 9.1 BSL and Charity 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 to otherwise make use of or permit to be made use of any information relating to CP's business affairs or finances where knowledge or details of the information was received during the period of this agreement.
- 9.2 The obligations of confidence referred to in this clause shall not apply to any confidential information which:



- 9.2.1 is in the possession of and is at the free disposal of the BSL or the Charity or is published or is otherwise in the public domain prior to the receipt of such information by the Charity or the BSL; or
- 9.2.2 is or becomes publicly available on a non-confidential basis through no fault of BSL or Charity; or
- 9.2.3 is received in good faith by BSL and/or Charity from a third party who on reasonable enquiry by BSL or Charity claims to have no obligations of confidence to the CP in respect of it and impose no obligations of confidence upon BSL or Charity; or
- 9.2.4 the obligations imposed by this clause on BSL and the Charity shall apply mutatis mutandis to CP.

## **10. General**

- 10.1 this agreement is personal as between the parties however CP can only assign the benefit of this agreement with the charity's and BSL's prior written consent which will not be unreasonably withheld.
- 10.2 no amendment or addition to this agreement shall be made unless made in writing and executed by the parties;
- 10.3 the parties are not partners nor joint ventures nor is CP entitled to act as nor represent itself as agent for BSL or the Charity, nor to pledge the BSL's or Charity's credit;
- 10.4 neither party shall be liable for any breach of any term of this agreement that is the result of any cause beyond the reasonable control of the party in breach;
- 10.5 this agreement shall be governed by the laws of England and Wales and Scotland;
- 10.6 any notice to be served on any of the parties shall be sent by pre-paid 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.

## Schedule 1

### Details of the Logo

The following logo(s) are for illustration only and shall be changed as per instruction from "the charity". The new illustration shall be added at a later date in agreement with "the charity".

**Schedule 2**  
**Details of the Bags**

**Bliss front**



Bliss is the UK charity working to provide the best possible care and support for all premature and sick babies and their families.

One in every 9 babies in the UK is born either premature or sick. That's over 80,000 babies every year with one being admitted to special care every six minutes.

The vital care that babies receive after birth can have a profound impact on the rest of their lives. For the families struggling to cope, this will be one of the most difficult, emotional and stressful times of their lives.

[bliss.org.uk](http://bliss.org.uk)

Registered charity no. 1002973  
Registered no. 2609219  
Scottish registered charity SC040878

**Bliss**  
for babies born too soon,  
too small, too sick

**Bliss Scotland front**



Bliss Scotland is dedicated to promoting and organising our activity in Scotland.

This includes our full range of free family support services and information, our research, training and study day programmes for doctors and nurses, and our campaigning activity.

[bliss.org.uk](http://bliss.org.uk)

Registered charity no. 1002973  
Registered no. 2609219  
Scottish registered charity SC040878

**Bliss**  
**Scotland**  
for babies born too soon,  
too small, too sick



Schedule 2  
Details of the Bags

**Bliss Back**

**PLEASE GIVE**  
GOOD QUALITY CLOTHING AND  
PAIRED SHOES, BEDDING, HANDBAGS,  
BELTS, SOFT TOYS, PERFUMES, AND  
COSMETICS. (NO ERIC-A-BRAC PLEASE)

**YOUR COLLECTION DAY IS  
TUESDAY**

ELT authorised drivers will collect your clothing between 8am and 7pm

Help E.L.T raise funds for Bliss. E.L.T have guaranteed  
to donate £20,000 to Bliss.

**Bliss**

for babies born too soon,  
too small, too sick

In partnership with 

**Helpline 0845 2714989\***

Office open from 8am - 5pm Monday - Friday  
\*Calls may vary between providers

**info@eltclothingcollection.co.uk**

www.eltclothingcollection.co.uk

**WARNING**

Be aware of bogus collectors. All E.L.T drivers & vehicles  
always carry identity

**Bliss Scotland Back**

**PLEASE GIVE**  
GOOD QUALITY CLOTHING AND  
PAIRED SHOES, BEDDING, HANDBAGS,  
BELTS, SOFT TOYS, PERFUMES, AND  
COSMETICS. (NO ERIC-A-BRAC PLEASE)

**YOUR COLLECTION DAY IS  
TUESDAY**

ELT authorised drivers will collect your clothing between 8am and 7pm

Help E.L.T raise funds for Bliss. E.L.T have guaranteed  
to donate at £20,000 to Bliss Scotland.

**Bliss**  
Scotland

for babies born too soon,  
too small, too sick

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AS WITNESS the hands of the parties

SIGNED for and on behalf of the  
**(The Charity)Bliss- The National Charity of the Newborn**

By: Name: DAVID BOORMAN  
Signature: [Signature]  
Date: 19/4/17

Signed for on behalf of Bliss Sales Limited

By: Name: PAUL BUTLER  
Signature: [Signature]  
Date: 19/4/17

SIGNED for and on behalf of  
**EAST LONDON TEXTILES LIMITED**

By: Name: DARREN COLLINS  
Signature: [Signature]  
Date: 20/04/2017

