

Appendices
A = Application
B = Additional
Company information



LICENSING COMMITTEE REPORT

Report Title	House to House Application
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AGENDA STATUS: PRIVATE

Committee Meeting Date:	10 th March 2020
Policy Document:	House to House Collections
Directorate:	Customers and Communities

1. Purpose

1.1 To consider the application for a House to House permit submitted by Julia Bykova of ECS Textiles Ltd to collect used clothing on behalf of Transformation for Veterans, a national charity. This is the first application to be considered by Northampton Borough Council for the Transformation for Veterans 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

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

3. Issues and Choices

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 25th 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 14th 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 7th February 2020. A summary of the application is detailed in **Appendix A**.

3.1.10 ECS Textiles Ltd 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 Transformation of Veterans with at least 80% going to the charity and 20% 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 the Borough Council of Wellingborough in 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)

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

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

For help contact
licensing@northampton.gov.uk
Telephone:

* 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

Other telephone number

Include country code.

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

* VAT number

* Legal status

If your business is registered, use its registered name.

Put "none" if you are not registered for VAT.

Continued from previous page...

* Your position in the business

Home country

The country where the headquarters of your business is located.

Registered Address

Address registered with Companies House.

* Building number or name

* Street

District

* City or town

County or administrative area

Postcode

* Country

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FURTHER DETAILS ABOUT THE APPLICANT

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

Former name(s)

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?

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.

Yes No

* 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

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

ECS Textiles Ltd. specializes in collection and recycling of used textiles throughout the UK. One of company's main goals is to continue providing financial aid to partner charity.

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

Yes

No

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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

Transformation for Veterans

Organisation Address

* Building number or name

Sovereign House, York Hill Farm

* Street

Chester Road

District

* City or town

Tarporley

County or administrative area

Cheshire

* Postcode

CW6 9ER

* Country

United Kingdom

Contact Details

E-mail

info@transformationforveterans.org.uk

* Telephone number

01829 760065

Other telephone number

Secretary And Treasurer

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

Founder and CEO Mr. Joe O'Connor joe@transformationforveterans.org.uk

Further Details

* Provide a brief description of the organisation and its objectives

Charity aims to provide veterans and their families respite and rejuvenation at a relaxing retreat. Focusing on their

Continued from previous page...

wellbeing, providing bespoke services and support by assessing their skills and needs gaps thereby aiding their resettlement into the community and empowering them to achieve their true potential.

* Is this organisation a registered charity?

Yes No

* Registration number

1141508

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

To advance the health and further the education of injured armed forces personnel, who are injured and are in financial need by the provision maintenance and improvement of holiday accomodation for themselves and their carers. In furtherance of these arms, provision will also include mentoring and coucelling services as well as training to enable the beneficiaries to gain employment.

Add another organisation

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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?

Boroughwide

When

* Preferred dates for the collection

01 March, 2020 - 28 February, 2021

Alternative dates

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

From 9 a.m. to 5 p.m.

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)

ID cards, Badges, Certificate of Authority

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?

Second hand clothes

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

- Sell it
 Give it away
 Use it
 Other

* Provide details

Sell for export

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

- Yes No

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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

Continued from previous page...

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

Yes No

* Provide full details, including the category of people (collectors, organisers, etc) you intend to pay and at what rate

£8.21 per hour to collectors

Statement Of Return

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

House-to-house collection only

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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

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CONVICTIONS

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

Yes No

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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)

In addition to monthly financial donations, ECS Textiles Ltd will regularly supply charity a quantity of clothing to sell in its shops.

Continued from previous page...

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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.

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

REGISTERED COMPANY NUMBER: 07290914 (England and Wales)
REGISTERED CHARITY NUMBER: 1141508

FINANCIAL STATEMENTS FOR THE YEAR ENDED
30 JUNE 2018
FOR
TRANSFORMATION FOR VETERANS
(A COMPANY LIMITED BY GUARANTEE)

Holland & Co. Chartered Accountants
102/104 Widnes Road
Widnes
Cheshire
WA8 6AX

**TRANSFORMATION FOR VETERANS
(A COMPANY LIMITED BY GUARANTEE)**

**ADMINISTRATIVE DETAILS
FOR THE YEAR ENDED 30 JUNE 2018**

Registered company number	07290914 (England & Wales)
Registered charity number	11451508
Principal address	Sovereign House York Hill Farm Chester Road Tarporley Cheshire CW6 9ER
Founder	Joe O'Connor
Company secretary	Tracey O'Connor
Project co-ordinators	Tracey O'Connor
Trustees	Tracey O'Connor Stephen Clark Winston Wagstaff
Accountants	Holland & Co. Chartered Accountants 102/104 Widnes Road Widnes Cheshire WA8 6AX
Bankers	HSBC 32 High Street Tarporley Chester CW6 0DY

**TRANSFORMATION FOR VETERANS
(A COMPANY LIMITED BY GUARANTEE)**

**STATEMENT OF TRUSTEES RESPONSIBILITIES
FOR THE YEAR ENDED 30 JUNE 2018**

The trustees are responsible for preparing the financial statements in accordance with applicable law and United Kingdom Generally Accepted Accounting Practice.

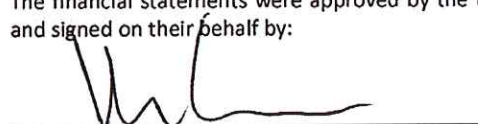
The law applicable to charities in England and Wales, the Charities Act 1993, Charities (Accounts and Reports) Regulations 2008 and the provisions of the trust deed requires the trustees to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the charity and of the incoming resources and application of resources, including the income and expenditure of the charity for that period.

In preparing those financial statements, the trustees are required to

- select suitable accounting policies and then apply them consistently;
- observe the methods and principles in the Charity SORP;
- make judgements and estimates where reasonable and prudent;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the charity will continue in business.

The trustees are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the charity and to enable them to ensure that the financial statements comply with the Charities Act 1993, the Charity (Accounts and Reports) Regulations 2008 and the provision of the trust deed. They are also responsible for safeguarding the assets of the charity and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The financial statements were approved by the trustees and authorised for issue on 29 March 19 and signed on their behalf by:



Joe O'Connor
Founder and Director

**TRANSFORMATION FOR VETERANS (A COMPANY LIMITED BY
GUARANTEE)
STATEMENT OF FINANCIAL ACTIVITIES FOR THE YEAR ENDED 30 JUNE 2018**

	Notes	30.6.18 £	30.6.17 £
INCOMING RESOURCES			
Voluntary income	2	47,726	11,789
Incoming resources from charitable activities	3	224	860
Other income		-	-
Total incoming resources		<u>47,950</u>	<u>12,649</u>
RESOURCES EXPENDED			
Governance costs	4	882	834
Support costs		48,031	21,803
Total resources expended		<u>48,913</u>	<u>22,637</u>
NET INCOMING/(OUTGOING) RESOURCES	5	<u>-963</u>	<u>-9,988</u>
RECONCILIATION OF FUNDS			
Total funds brought forward		13,738	23,726
TOTAL FUNDS CARRIED FORWARD		<u><u>12,775</u></u>	<u><u>13,738</u></u>

TRANSFORMATION FOR VETERANS (A COMPANY LIMITED BY GUARANTEE)
BALANCE SHEET AS AT 30 JUNE 2018

	Notes	30.6.18 £	30.6.17 £
FIXED ASSETS			
Tangible Assets	7	35,638	41,200
CURRENT ASSETS			
Debtors: amounts falling due within one year	8	71	71
Cash at bank and in hand		<u>7,416</u>	<u>4,172</u>
		7,487	4,243
CREDITORS			
Amounts falling due within one year	9	-30,350	-31,705
NET CURRENT LIABILITIES		<u>-22,863</u>	<u>-27,462</u>
NET LIABILITIES		<u>12,775</u>	<u>13,738</u>
FUNDS			
Unrestricted Funds:			
General fund		<u>12,776</u>	<u>13,738</u>

The company is entitled to exemption from audit under Section 477 of the Companies Act 2006 for the year ended 30th June 2018.


The members have not required the company to obtain an audit of its financial statements for the year ended 30th June 2018 in accordance with Section 476 of the Companies Act 2006.

The director acknowledges his responsibilities for:

- (a) Ensuring that the company keeps accounting records which comply with Sections 386 and 387 of the Companies Act and
- (b) Preparing financial statements which give true and fair view of the state of affairs of the company at the end of each financial year in accordance with the requirements of Section 394 and 395 and which otherwise comply with the requirements of Companies Act 2006 relating to financial statements, so far applicable to the company.

These financial statements have been prepared in accordance with the special provisions Part 15 of the Companies Act to small companies and with the financial reporting standard for smaller entities (effective April 2008).

The financial statements were approved by the director on 29 March 19 and were signed by:



 Joe O'Connor
 Founder and Director

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2018**

1. ACCOUNTING POLICIES

Basis of preparing the financial statements

The accounts are prepared under the historical cost convention and in accordance with applicable accounting standards, the Standard of Recommended Practice: Accounting and Reporting by Charities (SORP 2005) and the Financial Reporting Standard for Smaller Entities (Effective 2008).

Going concern basis

The financial statements are prepared on a going concern basis.

Exemption from preparing a cash flow statement

Exemption has been taken from preparing a cash flow statement on the grounds that the charitable company qualifies as a small charitable company.

Incoming resources

All incoming resources are included on the Statement of Financial Activities when the charity is legally entitled to the income and the amount can be quantified with reasonable accuracy.

Grant income

Grants for the purchase of fixed assets are credited to restricted incoming resources when receivable and transferred to unrestricted funds when the asset is purchased. Depreciation on the fixed assets purchased with such grants is charged against the unrestricted funds.

Income from grants which relate to performance and specific deliverables is accounted for as the Charity earns the right to consideration by its performance. Grants are credited to incoming resources on the earlier date of when they are received or when they are receivable unless they relate to a specified future period in which case they are deferred.

Voluntary income

Voluntary income received by way of donations and gifts to the charity is included in full in the Statement of Financial Activities when received.

Investment income

Investment income is included in the Statement of Financial Activities when received.

Resources expended

Expenditure is recognised on an accruals basis as the liability is incurred. Charitable expenditure covers those costs incurred by the charity in the delivery of its activities and services. It includes both costs that can be allocated directly to such activities and these costs of an indirect nature necessary to support them.

All costs are allocated between the expenditure categories of the SOFA on a basis designed to reflect the use of the resource and have been classified under headings that aggregate all costs related to the category. Where costs cannot be directly attributed to particular headings they have been allocated to activities on a basis consistent with the use of resources.

Governance costs

Governance costs include these costs ascertained with meeting the constitutional and statutory requirements of the Charity and include audit fees and costs linked to the strategic management of the Charity.

Allocation and apportionment of fees

Staff costs and overhead expenses are allocated to activities on the basis of staff time spent on those activities.

Tangible fixed assets

Depreciation is provided at the following annual rates in order to write off each asset over its estimated useful life.

Website	10% on cost
Buildings	10% on cost
Plant & Machinery	10% on cost

Taxation

The charity is exempt from corporation tax on its charitable activities

Fund accounting

Unrestricted funds can be used in accordance with the charitable objectives at the discretion of the trustees.

Restricted funds can only be used to particular restricted purposes within the objects of the charity. Restrictions arise when specified by the donor or when funds are raised for particular restricted purposes.

Further explanation of the nature and purpose of each fund is included in the notes to the financial statements.

2. VOLUNTARY INCOME	30.6.18	30.6.17
	£	£
Donations and miscellaneous income	<u>47,726</u>	<u>11,789</u>
3. INCOMING RESOURCES FROM CHARITABLE ACTIVITIES	30.6.18	30.6.17
	£	£
Grants	-	-
Fundraising	<u>224</u>	<u>860</u>
	<u>224</u>	<u>860</u>
4. GOVERNANCE COSTS	30.6.18	30.6.17
	£	£
Accountancy	<u>834</u>	<u>834</u>
5. NET INCOMING/(OUTGOING) RESOURCES	30.6.18	30.6.17
Net resources are stated after charging/(crediting):	£	£
Depreciation – owned assets	<u>7,667</u>	<u>7,458</u>

6. TRUSTEES' REMUNERATION AND BENEFITS

There were no trustees' remuneration or other benefits for the year ended 30 June 2018.

Trustee's Expenses

There were no trustee's expenses paid for the year ended 30 June 2018.

7. TANGIBLE FIXED ASSETS

	Plant & Machinery £	Land & Buildings £	Planning Costs £	Computers & Website £	Fixtures & Fittings £	Total
COST						
At 1 July 2017	1,000	5,860	62,867	3,418	1,425	74,570
Additions	-	-	-	2,104	-	-
Disposals	-	-	-	-	-	-
At 30 June 2018	<u>1,000</u>	<u>5,860</u>	<u>62,867</u>	<u>5,522</u>	<u>1,425</u>	<u>76,674</u>
DEPRECIATION						
At 1 July 2017	200	1,758	29,013	1,970	429	33,370
Charge for year	100	586	6,286	552	142	7,666
Elim' on disposal	-	-	-	-	-	-
At 30 June 2018	<u>300</u>	<u>2,344</u>	<u>35,299</u>	<u>2,522</u>	<u>572</u>	<u>41,036</u>
NET BOOK VALUE						
At 30 June 2018	<u>700</u>	<u>3,516</u>	<u>27,568</u>	<u>3,000</u>	<u>853</u>	<u>35,638</u>
At 30 June 2017	800	4,102	33,854	1,448	996	41,200

8. DEBTORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	30.6.18 £	30.6.17 £
Other Debtors	71	71

9. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	30.6.18 £	30.6.17 £
Accruals	1,120	956
Taxation and social security	29	69
Loan	<u>29,201</u>	<u>30,680</u>
	<u>30,350</u>	<u>31,705</u>

10. RELATED PARTY DISCLOSURES

The loan of £29,200.80 is money owing to the director Joe O'Connor as of 30 June 2018.

TRANSFORMATION FOR VETERANS (A COMPANY LIMITED BY GUARANTEE)
DETAILED STATEMENT OF FINANCIAL ACTIVITIES FOR THE YEAR ENDED 30 JUNE 2018

	30.6.18	30.6.17
	£	£
INCOMING RESOURCES		
Voluntary Income		
Donations and miscellaneous income	47,726	11,789
Incoming resources from charitable activities		
Grants	-	-
Fundraising	224	860
	<u>224</u>	<u>860</u>
Other Income		
Refund of bank charges	-	-
Refund of insurance	-	-
	<u>-</u>	<u>-</u>
Total incoming resources	47,950	12,649
RESOURCES EXPENDED		
Governance costs		
Accountancy	882	834
Support costs		
Purchases, Trips	4,296	106
Wages	27,946	10,385
Social security	77	215
Printing, post and stationery	25	16
Staff expenses	497	2,500
Consultancy fees	5,100	-
Insurance	394	387
Advertising	1,800	400
Telephone	230	69
Repairs and renewals	-	267
Bank charges	-	-
Depreciation	7,666	7,458
	<u>48,031</u>	<u>21,803</u>
Total resources expended	48,913	22,637
Loss on disposal of fixed asset	<u>-</u>	<u>-</u>
Net expenditure/income	<u><u>-963</u></u>	<u><u>-9,988</u></u>



ECS Textiles Ltd
Company Reg. No. 8958018
Vat No. GB- 186724669
Block 6 Gloucester road
North Shields NE29 8RQ
Newcastle upon Tyne
United Kingdom
Phone number: 03303801125
www.ecstextiles.co.uk
Email: info@ecstextiles.co.uk

FUNDRAISING AGREEMENT

DATED 14 September, 2017

BETWEEN

1) Transformation for Veterans, Registered Charity No. 1141508, whose head office is at Sovereign House, York Hill Farm, Chester Road, Tarpoley, Cheshire, CW69ER, hereinafter referred to as "Charity";

and

2) ECS Textiles Ltd, Company Reg. No. 08958018, whose registered office is at Block 6, Gloucester Road, North Shields, Newcastle upon Tyne, NE29 8RQ, hereinafter referred to as CP (Commercial Participant).

BACKGROUND

- 1) The Charity is the beneficial owner of the name, logo and wishes to licence CP to exploit them.
- 2) The CP has expertise in the provision of fundraising services

1. The purpose of the agreement

The purpose of the agreement is to raise funds for the Charity via running of House to House used clothing collection scheme.

2. Appointment of Sub-licensee

In consideration of the undertakings given by CP in this Agreement, the Charity hereby appoints CP as its non-exclusive licensee to use the name and logo in connection with the clothing collection scheme for the term on the terms of this agreement.

Charity will receive a fixed sum of £110 per ton of collected good quality clothing.

Following the expiry of trial period agreement, dated 14 September 2017, signed for a period of three months following one month review and consultation, the initial agreement is extended for a period totalling 5 years, (Expiry date 14th September 2022)

A review will take place in March 2022 whereby a further extension of the agreement may take place.

3. Obligations of CP

CP undertakes with the charity that it shall:

- 3.1. 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
- 3.2 provide professional clothing collection service to the best of its abilities
- 3.3 require from employees to maintain good standards of conduct at all time. They must be dressed presentably, and refrain from using bad language, racist remarks, anti-government and or anti-military comments or conversations.
- 3.3 create and manage the design artwork, print and manufacture of the clothing collection 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
- 3.4 be responsible for the clothing collection scheme, storage of collected goods, sale of collected goods to third parties
- 3.5. will run help phone line service for general public in regards to clothing collection scheme
- 3.6 ensure that the collection scheme will comply in all respects with all relevant statutory standards and regulations 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)
- 3.7 abide at all times 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 a registered charity and its registered charity number

4. Termination

- 4.1 Either party may terminate this Agreement giving 3 weeks written notice if the other party:
 - (a) has committed a fundamental breach of this Agreement;

(b) is in breach of the Agreement and has failed to remedy such breach within 14 days of receipt of a written notice from the notifying party requiring the breach to be remedied;

(c) commits or suffers any Insolvency Event.

4.2 The Charity shall be entitled to terminate this Agreement forthwith by written notice if:

(a) CP fails to pay any sum due to the charity and the charity has given CP 30 days written notice requiring it to pay and CP has failed to pay in the 30 day period

(b) CP does anything which in the reasonable opinion of the charity brings or is reasonably likely to bring the name or logo or reputation of the charity into disrepute. In the event there are minor discrepancies, the Charity will discuss with the CP better administrative practices.

(c) 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

4.3 subject to the charity's right to terminate under 4.2 this agreement shall last for the term. On termination under this sub-clause CP shall have the right to distribute all existing collection materials (clothing collection bags) which bear the name and/or logo as if termination had not taken place and in accordance with this agreement, sell all generated goods (used clothing) and it shall account to the charity for all payments in respect of such activity and the rights of the charity under this agreement shall continue during that period.

5. Exclusive Agreement

5.1 the Charity undertakes with CP that for the duration of this agreement they will not enter into a similar agreement with any other party in respect of a product or service which is similar to the product or service of CP.

6. Confidentiality

The Charity agrees with the CP and the CP with the Charity, to treat as secret and confidential and not to at any time, for any reason, disclose or permit to be disclosed to any person or persons, or otherwise make use of or permit to be made use of, any information relating to CP's or the Charity's business affairs or finances (as the case may be) where knowledge or details of the information were received during the period of the agreement.

The obligations of confidence referred to in this clause shall not apply to any confidential information which:

6.1 is in the possession of and is at the free disposal of the Charity or CP, or is published or is otherwise in the public domain prior to the receipt of such information by the Charity or the CP, or

6.2 is or becomes publicly available on a non-confidential basis through no fault of the Charity or CP, or

6.3 is received in good faith by the Charity or CP from a third party who, on reasonable enquiry by the Charity or CP, claims to have no obligations of confidence to the CP or the Charity in respect of it and imposes no obligations of confidence upon the Charity or the CP.

7. Dispute Resolution

7.1 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.

7.2 If any dispute has not been resolved under clause 7.1 within 10 Working Days of such notification, the matter shall be referred to be resolved by direct liaison between more senior individuals nominated by each party.

7.3 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 to commence legal proceedings in respect of the relevant matter.

8. General

8.1 This agreement is personal between the parties, but CP may appoint sub-licensees and make arrangements with other third parties to distribute and collect clothing collection bags. In the eyes of this Agreement, any person or company contracted or under control of the CP shall be defined as an employee of the CP and it is the responsibility of the CP to ensure their good conduct as CP shall remain liable for all its obligations hereunder as if it had not appointed a sub-licensee.

8.2 no amendment or addition to this agreement shall be made unless made in writing and executed by the parties.

8.3 the parties are not partners nor joint ventures nor is CP entitled to act as, nor to represent itself as, agent for the Charity nor to pledge the Charity's credit

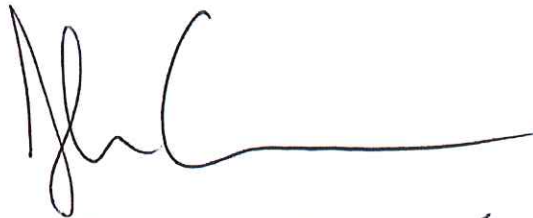
8.4 this agreement shall be governed by the laws of England and Wales

8.5 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

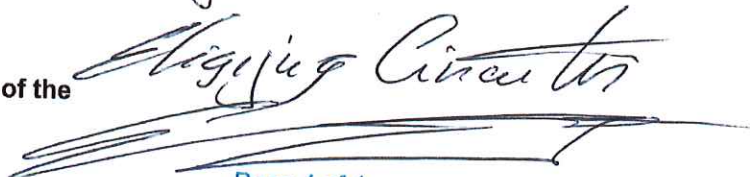
8.6 any notice to be served on any of the parties shall be sent by pre-paid recorded delivery or registered post to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting.

AS WITNESS the hands of the parties

**SIGNED by
For and on behalf of the
Charity**



**SIGNED by
for and on behalf of the
CP**





Registered charity number 1141508

Date 18th April 2019

To whom it may concern,

Please accept this letter as confirmation that Transformation for Veterans registered charity has entered into a recycling initiative with;

ECS Textiles Ltd., who has agreed to pay our charity a fair percentage by way of a regular financial donation for textiles collected.

The registered address for ECS Textiles Ltd. Is:
Block6 Gloucester Road
North Shields
Newcastle-Upon-Tyne

The Company Registration No. 895018
The VAT No: GB-186724669

I trust this letter is suitable proof of our agreement and should you require further detail please contact me.

Yours sincerely

Joe O'Connor
CEO of Transformation for Veterans
Sovereign House
York Hill Farm
Chester road
Tarporley
Cheshire
CW6 9ER
Tel: 01829 760065
E: joe@transformationforveterans.org.uk

