

NORTHAMPTON BOROUGH COUNCIL
TAXI & GENERAL LICENSING COMMITTEE

Your attendance is requested at a meeting to be held at The Jeffrey Room,
The Guildhall, St. Giles Square, Northampton, NN1 1DE on Tuesday, 9
July 2019 at 6:00 pm.

George Candler
Chief Executive

AGENDA

1. APOLOGIES
2. MINUTES
3. DEPUTATIONS/PUBLIC ADDRESSES
4. DECLARATIONS OF INTEREST
5. HOUSE TO HOUSE APPLICATION
6. MATTERS OF URGENCY WHICH BY REASON OF SPECIAL CIRCUMSTANCES THE CHAIR IS OF THE OPINION SHOULD BE CONSIDERED
7. EXCLUSION OF PUBLIC AND PRESS
The Chair to Move:
“that the public and press be excluded from the remainder of the meeting on the grounds that there is likely to be disclosure to them of such categories of exempt information as defined by section 100I of the Local Government Act 1972 as listed against such items of business by reference to the appropriate paragraph of Schedule 12a to such act.”
8. REVIEW OF COMBINED DRIVER LICENCE

NORTHAMPTON BOROUGH COUNCIL

TAXI & GENERAL LICENSING COMMITTEE

Tuesday, 11 June 2019

PRESENT: Councillor Flavell (Chair); Councillor Sargeant (Deputy Chair); Councillors Ansell, Beardsworth, Davenport, Duffy, G Eales, Haque, Larratt and Walker

OFFICERS: Louise Faulkner (Licensing Team Leader), Jason Toyne (Licensing Enforcement Officer), Clive Tobin (Licensing & Litigation Solicitor), Ed Bostock (Democratic Services Officer)

1. APOLOGIES

None.

2. MINUTES

The minutes of the meeting held on 23rd April 2019 were agreed and signed by the Chair.

3. DEPUTATIONS/PUBLIC ADDRESSES

None.

4. DECLARATIONS OF INTEREST

None.

5. HOUSE TO HOUSE APPLICATION

The Licensing Team Leader advised that the applicant was unable to attend. It was noted that no new information had been provided by the applicant.

A motion was proposed to refuse the application due to the applicant's non-attendance since Members were unable to garner any further information that they may have required in respect of the application to satisfy themselves of the issues which remained outstanding from the meeting on 23rd April.

The motion was Carried.

RESOLVED:

That the application be **REFUSED**.

6. MATTERS OF URGENCY WHICH BY REASON OF SPECIAL CIRCUMSTANCES THE CHAIR IS OF THE OPINION SHOULD BE CONSIDERED

None.

7. EXCLUSION OF PUBLIC AND PRESS

The Chair moved that the Public and Press be excluded from the remainder of the meeting on the grounds that there was likely to be disclosure to them of such categories of exempt information as defined by Section 100I of the Local Government Act 1972 as listed against such items of business by reference to the appropriate paragraph of Schedule 12A to such Act.

The Motion was carried and the public and press were excluded on the basis that

information relating to an individual and information which was likely to identify an individual were contained in the report.

8. REVIEW OF PRIVATE HIRE DRIVER'S LICENCE

The Licence Holder was represented by his solicitor.

The Licensing Enforcement Officer outlined the circumstances as set out in the report. The Committee were informed that the Licence Holder, licensed with this authority since July 2015, had been caught by Police and Licensing Officers illegally plying for hire on 27th July 2018.

The Licence Holder had previously come to the attention of the Licensing Department for illegally plying for hire, dangerous driving and displaying his Private Hire Driver plate incorrectly.

In a question relating to the dangerous driving complaint, the Committee were informed that the witness to the incident was likely a member of the public. They noted that the points endorsed on his licence for having no insurance would relate to his personal, not his Private Hire Driver's licence.

The Solicitor, representing the Licence Holder, addressed the Committee and advised that his client did not dispute what was in the report. He explained that the Licence Holder had fixed the issue with how his vehicle plate was displayed as soon as it was highlighted to him. He further advised that his client had only received a caution for this.

In relation to the complaint of dangerous driving, the Solicitor commented that it was a stressful incident during which the Licence Holder had been the subject of racial abuse.

The Solicitor explained to Members their options and the relevant test to be applied; whether the licence holder is deemed to be a "fit and proper person" to continue to hold a licence as a Private Hire Driver or whether there were reasonable grounds to suspend or revoke his licence, and the relevant provisions of the Council's policy on convictions.

Members retired at 18:42 to make a decision.

The meeting reconvened at 18:50.

RESOLVED:

The Committee **SUSPENDED** the Private Hire Driver's licence for a period of 8 weeks.

9. REVIEW OF PRIVATE HIRE DRIVER'S LICENCE

The Licensing Enforcement Officer outlined the circumstances as set out in the report. The Committee heard that the Licence Holder, licenced with Northampton Borough Council prior to 2008, was caught by Police and Licensing Officers illegally plying for hire on 19th October 2018.

The Licence Holder had previously come to the attention of the Licensing Department for plying for hire and no insurance.

The Licensing Enforcement Officer advised that at the time of his previous violations, there was no requirement to attend a Safety Awareness Course.

The Licence Holder addressed the Committee and explained that on 19th October he had

finished a job and before he could start the next, he was approached by 2 women who pleaded with him to take them. He stated that he felt very sorry for the women and that he was thinking with his heart, not his head. He commented that he recognised he made a mistake.

In response to a question, the Licence Holder advised that he would not do the same thing again if he found himself in a similar situation.

The Solicitor explained to Members their options and the relevant test to be applied; whether the licence holder is deemed to be a “fit and proper person” to continue to hold a licence as a Private Hire Driver or whether there were reasonable grounds to suspend or revoke his licence, and the relevant provisions of the Council’s policy on convictions

Members retired at 19:27 to make a decision.

The meeting reconvened at 19:34.

RESOLVED:

The Committee **SUSPENDED** the Private Hire Drivers licence for a period of 2 weeks and required the Licence Holder to attend a safety awareness course.

10. APPLICATION FOR A PRIVATE HIRE DRIVER'S LICENCE

The Licensing Enforcement Officer outlined the circumstances as set out in the report. The Committee heard that an application for a Private Hire Driver’s licence was submitted on 20th March 2018 by the applicant. A DBS certificate supplied prior to the application showed several convictions and the applicant was contacted to advise that his pending application would not be accepted. He subsequently contacted the Licensing Department stating that he wished his application to be presented to the Licensing Committee.

The applicant addressed the Committee and explained that he was convicted once, of 3 offences. In 2013 the applicant’s friends got into a fight on Gold Street and when he tried to diffuse the situation, he was attacked. The applicant then joined the fight and used a chain link necklace as a weapon.

He advised that he had not realised he needed to put down 3 offences and that he was not trying to mislead the Committee. His wife assisted him with filling in his application form and he had been told at the time of his conviction that it would stay on his record for a 5 year period.

The applicant reassured Members that he had matured since the time of the incident, he now had a wife and a young child to provide for. He stated that he had no contact with the other people involved in the fight since.

He further advised that he was newly trained as an electrician but would like the flexibility of being a Private Hire Driver until his new business picked up.

The Solicitor explained to Members their options and the relevant test to be applied; whether the applicant is deemed to be a “fit and proper person” to hold a licence as a Private Hire Driver and the relevant provisions of the Council’s policy on convictions

Members retired at 20:15 to make a decision.

The meeting reconvened at 20:21.

RESOLVED:

The Committee **GRANTED** the applicant's Private Hire Drivers licence.

The meeting concluded at 8:25 pm

Appendices
A = Application
B = Emails
C = Additional
Company information
D = Local Policy



TAXI & GENERAL LICENSING COMMITTEE REPORT

Report Title	House to House Application
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AGENDA STATUS: PRIVATE

Committee Meeting Date:	9 July 2019
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 Irina Martin of Giving Support Ltd to collect on behalf of Breast Cancer Research Aid. This is the first application to be considered by Northampton Borough Council for the Breast Cancer Research Aid. 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 policy criteria.

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 are specified in section 2(3) paragraphs a-f of this Act, which are detailed in paragraph 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. **Appendix D.**
- 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 The application was received in February 2018. A summary of the application is detailed in **Appendix A.**
- 3.1.10 It is noted that this is an old application and the purpose of consideration is for future applications and future collection dates. The reasons for this delay was outlined to the company in an email dated 16 June 2018 last year. The applicant has been invited to attend the licensing committee meeting dates as outlined in the email correspondence, but to date no response has been received. **Appendix B**
- 3.1.11 Giving Support Ltd have submitted additional company supporting documents for consideration as detailed in **Appendix C**
- 3.1.12 The application is requesting a permit to raise funds under the name of Giving Support Ltd with at least 70% going to the charity and 30% to be deducted for expenses, including wages, fuel, van rent costs etc.
- 3.1.13 The applicant has not previously been granted a permit by this Licensing Committee and therefore delegated powers do not apply. The applicant states that they have been granted permission in 2018 by a number of other local authorities as outlined in the application. This information has not been verified.

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 or more 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 adequate in proportion to the value of the proceeds likely to be received (including any proceeds already received).

3.3.5 That the 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 has been convicted in the United Kingdom of any of the offences specified in the Schedule to this Act, or has been convicted in any part of His Majesty's dominions of any offence conviction for which necessarily involved a finding that he acted fraudulently or dishonestly, or of an offence of a kind the commission of which would be likely to be facilitated by the grant of a licence.

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

Louise Faulkner
Licensing Team Leader

Appendix A

Application sections 1-10 (note missing sections contains private personal detail that is not relevant to this application)

Applicant Business		following a hobby.
* Is your business registered in the UK with Companies House?	<input checked="" type="radio"/> Yes <input type="radio"/> No	
* Registration number	<input type="text" value="09326340"/>	
* Business name	<input type="text" value="Giving Support Ltd"/>	If your business is registered, use its registered name.
* VAT number	<input type="text" value="-"/> <input type="text" value="211904049"/>	Put "none" if you are not registered for VAT.
* Legal status	<input type="text" value="Private Limited Company"/>	

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

The company recycles clothing to benefit the charity

1. To help support the breast cancer research

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

Yes No

* Is this organisation a registered charity?

Yes No

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

To help support the breast cancer research

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

Organisation Address

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Contact Details

Continued from previous page...

Secretary And Treasurer

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

Further Details

* Provide a brief description of the organisation and its objectives

* Is this organisation a registered charity?

Yes No

* Registration number

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

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?

the whole area or as allocated by the Licensing department

When

Continued from previous page...

* Preferred dates for the collection

Alternative dates

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

Collectors

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

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

Staff will wear uniforms and drive vans bearing the charity's and company's logos. All bag distributors and collectors will be provided with the charity's IDs and The Stationery Office Badges

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?

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

- Sell it
- Give it away
- Use it
- Other

* Provide details

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

Yes No

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

Continued from previous page...

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

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)

Charity' officials will monitor the company's operations via Google Docs as they have full access to all the documentation. All information about an area of collection, vans' registration numbers, names of drivers and collectors, and figures on collected and exported goods are provided on a regular basis. The charity has the right to inspect all company's bank accounts.

Continued from previous page...

* 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 to file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/house-to-house-collection-licence/ashfield/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.

Appendix B

From: Louise Faulkner
Sent: 16 June 2018 12:40
To: 'brca@mail.com' <brca@mail.com>
Subject: House to House Collections - Breast Cancer Research Aid

Good afternoon Irina, further to your recent applications, I will need to present your applications to a Licensing Committee for the appropriate decision.

Licensing Committees dates are already scheduled for the 2018-2019 calendar for members to sit and make decisions and unfortunately most of the forthcoming meetings are already full with matters that need to be considered.

However, as I have a number of matters that do need to be presented before a Licensing Committee, I will be requesting if some additional dates can be scheduled. Therefore I will let you know if we have some additional dates arranged, in order that your applications can be considered accordingly within the local policy.

Kind Regards

Louise Faulkner
Licensing Team Leader
Northampton Borough Council
www.northampton.gov.uk/licensing

Northampton Borough Council | The Guildhall St Giles Square, Northampton NN1 1DE | [Directorate] | 0300 330 7000

From: Louise Faulkner <lfaulkner@northampton.gov.uk>
To: 'brca@mail.com' <brca@mail.com>
Subject: House to House Collection Application Breast Cancer Research Aid

Sent: 24/05/2019 17:05:11

Good afternoon, further to your recent application for a house to house collection in respect of the above charity, in accordance with our local policy this will need presenting for consideration to a Licensing Committee.

Therefore, I am proposing to present your application at the next Licensing Committee on the 11th June 2019. As members may wish to ask you further questions about your application it would be useful if you, or a representative from your company is able to attend.

If you are able to attend on the 11th June 2019, I will need confirmation by the 30th May 2019 in order that the necessary report can be prepared, or alternatively we can schedule this for the following meeting on the 9th July 2019.


Please confirm which meeting will be convenient, or please advise if you no longer wish to continue with this application.

For your information and consideration I have attached a copy of the local policy.

Kind Regards

Louise Faulkner
Licensing Team Leader
Northampton Borough Council
www.northampton.gov.uk/licensing

Northampton Borough Council | The Guildhall St Giles Square, Northampton NN1 1DE | [Directorate] | 0300 330 7000

 Image with the words Speak Out against child sexual exploitation. Say something if you see something. Call 03001251000 or Northamptonshire police on 101 or ring 999 in an emergency

16 January 2018

Dear Sir/Madame

Please accept this letter as a recommendation to grant Giving Support Limited a licence to operate house to house clothing collections within your local authority.

We have a legal agreement with Giving Support Ltd that guarantees that £110 will be donated to Breast Cancer Research Aid (BCRA-UK) registered charity number 1166674. This money will be gratefully received by us, and will be used to help fund the work of scientists at The Institute of Cancer Research (ICR) and other cancer research institutions across the country.

The programme will be explained to householders, who donate clothes and details of how their donations help will be provided.

If you would like any additional information on the project or our work with Giving Support Ltd please do not hesitate to contact us using the details above.

Many thanks for your consideration.

Yours faithfully

Lynda Causer

Trustee (Chairman), Breast Cancer Research Aid.

**BREAST CANCER
RESEARCH AID**
REGISTERED IN ENGLAND AND WALES
1166674 SCOTLAND SC046669



DATED

20 December 2017

(1) BREAST CANCER RESEARCH AID

and

(2) GIVING SUPPORT LTD (FORMER UXT BRITISH RECYCLING COMPANY LTD)

**COMMERCIAL PARTICIPATION AGREEMENT
in relation to clothes collection promotion**

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Parties

- (1) Breast Cancer Research Aid, a charity registered with the Charity Commission for England and Wales (number: 1166674) and Scotland SC46669 whose registered office is at Kemp House, 152 City Road, London, EC1V2NX (the **Charity**); and
- (2) Giving Support Ltd a company limited by shares (Company Number: 9326340) whose registered office is at Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF (the **Commercial Participator**).

Recitals

- (A) The Charity is the owner of the Name and Logo.
- (B) The Commercial Participator is a commercial participator in relation to the Charity as defined in Section 58 of the 1992 Act, and has been undertaking commercial participation activities on behalf of the Charity since the Commencement Date.
- (C) This Agreement is entered into to comply with the 1992 Act and the Regulations.

NOW IT IS AGREED:

1 Definitions and Interpretation

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

1992 Act	means the Charities Act 1992 (as amended);
Agreement	means this agreement and the attached Schedules;
Business Day	means a weekday in the United Kingdom excluding public holidays;
Commencement Date	means 4 July 2016;
Commercial Participator's Name	means Giving Support Ltd;
Commercial Participator's Logo	means the logo of the Commercial Participator, details of which appear in Schedule 2;
Contributions	means the sums referred to in sub Clause 4.1.6;
Electronic Communication	shall have the same meaning as in the Electronic Communications Act 2000;
Force Majeure	means any circumstances beyond the reasonable control of the party in question including (but not limited to) war, riots, fire, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant

and machinery in accordance with good industrial practice), unavailability of transport or acts of the other party or any third party;

Intellectual Property	means all industrial and intellectual property rights including without limitation patents trade marks and/or service marks (whether registered or unregistered) registered designs unregistered designs copyright and database right and rights of a similar nature by whatever name they are known in any country of the world together with any applications for any of the foregoing in any part of the world and the copyright in all drawings plans specifications designs and computer software and all Know-how and confidential information;
Know-how	means all information including that comprised in or derived from data disks tapes manuals source codes flow-charts catalogues and instructions;
Licensed Residential Area	means a residential area in which the Commercial Participator has secured a licence from the relevant local authority to collect second-hand clothes, further to Clause 4.1.1;
Logo	the logo of the Charity details of which appear in Schedule 1;
Name	Breast Cancer Research Aid;
Promotion	means the collection and re-cycling of second-hand clothes by the Commercial Participator on behalf of the Charity, under the Name, Logo or other Trade Marks
Regulations	the Charitable Institutions (Fund-raising) Regulations 1994;
Residents	means residents of Licensed Residential Areas;
Sponsorship	any arrangement whereby any goods or services used or to be used in connection with the Promotion are paid for by any person who is not a party to this Agreement;
Term	from and including the date of signature of this Agreement to and including 31 December 2023;
Territory	the United Kingdom of Great Britain and Northern Ireland;
Trade Marks	means any registered or unregistered trade marks of, or relating to, the Logo, the Name and any other marks notified in writing to the Commercial Participator by the Charity, including but not necessarily limited to those appearing in Schedule 1.

1.2 All references to a statutory provision shall be construed as including references to:

- 1.2 All references to a statutory provision shall be construed as including references to:
- 1.2.1 any statutory modification, consolidation or re-enactment;
 - 1.2.2 all statutory instruments or orders made pursuant to it; and
 - 1.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 1.3 Except where the context otherwise requires:
- 1.3.1 words denoting the singular include the plural and vice versa;
 - 1.3.2 words denoting any gender include all genders;
 - 1.3.3 words denoting persons include firms and corporations and vice versa; and
 - 1.3.4 expressions defined in the 1992 Act or the Regulations have the same meaning in this Agreement.
- 1.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Agreement.
- 1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2 Purpose of this Agreement

- 2.1 The purpose of this Agreement is to raise funds for, and awareness of, the Charity by means of the Promotion, which shall be marketed under the Name, Logo(s) and/or other Trade Marks. The Promotion was launched by the Commercial Participator on the Commencement Date and shall continue until the end of the Term or the termination of this Agreement under Clause 8 whichever arises first.
- 2.2 For the avoidance of doubt the Commercial Participator shall not undertake the Promotion following the end of the Term without the prior written consent of the Charity.
- 2.3 Subject to the obligations of each party detailed in Clause 4, all costs incurred in relation to carrying out the Promotion (including but not limited to the securing of clothing collection licences, vehicle costs, production of uniforms, promotional materials and collection bags) shall be borne by the Commercial Participator.
- 2.4 All matters relating to the Promotion (including but not limited to the clothing collection, design of promotional materials and means by which the Promotion is undertaken) which are not specifically detailed in this Agreement shall be agreed between the parties from time to time.

3 Grant of Sub-Licence and Licence

- 3.1 In consideration of the undertakings given by the Commercial Participator in this Agreement, the Charity hereby appoints the Commercial Participator as its exclusive licensee to use the Name, Logos and/or other Trade Marks in connection with the purpose outlined in Clause 2 in the Territory for the Term on the terms of this Agreement. The Commercial Participator shall

- 3.2 The Charity warrants that it has the right to grant the licence in clause 3.1 above.
- 3.3 In consideration of the right to undertake the Promotion, the Commercial Participator hereby appoints the Charity as its non-exclusive licensee to use the Commercial Participator's Name and the Commercial Participator's Logo in connection with the purpose of this Agreement outlined in Clause 2. The Charity shall obtain the advance written permission of the Commercial Participator for each and every use of the Commercial Participator's Logo; such permission not to be unreasonably withheld or delayed.
- 3.4 The Commercial Participator warrants that it has the right to grant the licence in Clause 3.3 above.

4 Obligations of the parties

- 4.1 The Commercial Participator undertakes with the Charity that it will:
- 4.1.1 secure licences to collect second-hand clothes from the relevant local authorities for all residential areas in which the Promotion is to be undertaken, such areas to be agreed between the parties from time to time, and otherwise ensure that the Promotion complies in all respects with all relevant statutory and other legal requirements;
 - 4.1.2 collect second-hand clothes from Licensed Residential Areas;
 - 4.1.3 distribute the Charity's promotional materials and second-hand clothing collection bags relating to the Promotion to Residents in the Licensed Residential Areas;
 - 4.1.4 create and manage the design, artwork, print and manufacture of all advertising and promotional material relating to the Promotion, other than that provided directly by the Charity, but on condition that it shall obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) for all materials which bear the Name, Logo or other Trade Marks;
 - 4.1.5 ensure that materials relating to the Promotion (including, without limitation, the clothing collection bags and all literature associated with the clothing collection service) shall bear the statement:

"Our partner Giving Support Ltd (9326340) will donate £110 per every tonne of collected clothes" (See An Amendment to the Existing Contract section)
 - 4.1.6 in connection with the Promotion, the Commercial Participator shall pay to the Charity a Contribution of £110 per tonne of clothes collected clothes (See An Amendment to the Existing Contract section)
 - 4.1.7 shall pay the Contribution due in respect of each month to the Charity within 60 days of the end of that month by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
 - 4.1.8 shall pay any shortfall between the aggregate Contributions paid between December 2017 [START DATE] and December 2023 by electronic bank transfer

- 4.1.8 shall pay any shortfall between the aggregate Contributions paid between December 2017 [*START DATE*] and December 2023 by electronic bank transfer to the Charity's bank account, which shall be notified to the Commercial Participator in advance;
- 4.1.9 input data to the monitoring system established by the preceding sub-clause on all collection operations on a monthly basis;
- 4.1.10 display the Charity's Name, Logos and/or other Trade Marks (as agreed between the parties) on its vehicles and employee uniforms used for collections in relation to the Promotion;
- 4.1.11 provide appropriate training to all Commercial Participator's employees working on the Promotion in the Licensed Residential Areas;
- 4.1.12 ensure that its employees present identification on first request to Residents and local authorities and that attention is drawn to the statement detailed at clause 4.1.5, above;
- 4.1.13 respond to or otherwise deal with enquiries raised by Residents;
- 4.1.14 represent the Charity and the Promotion according to the Charity's values and ethos, and maintain and promote the Charity's good name and reputation;
- 4.1.15 not represent or hold the Charity out as agreeing with or supporting the views of the Commercial Participator in any way which goes beyond the use of the Name, Logo and other Trade Marks in the Promotion;
- 4.1.16 not bring the Name, the Logo, any other Trade Marks or the Charity 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;
- 4.1.17 not without the prior written approval of the Charity seek Sponsorship;
- 4.1.18 not without the prior written approval of the Charity enter into any agreement for Sponsorship;
- 4.1.19 maintain such insurance at all times in respect of the Promotion as would be prudent for a business dealing in the Promotion;
- 4.1.20 comply at all times with the 1992 Act and the Regulations and in particular the Commercial Participator shall 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;
- 4.1.21 comply at all times with the rules of law relating to all forms of advertising used;
- 4.1.22 notify the Charity within fourteen days of any legal proceedings being taken by or against the Commercial Participator in relation to the operation of this

Agreement, or any other legal proceedings whatsoever taken by or against the Commercial Participator which could damage the reputation of the Charity;

- 4.1.23 not without the prior written approval of the Charity make any representation that any charitable contribution will be made to the Charity;
 - 4.1.24 not alter the Name, Logo or other Trade Marks in any way;
 - 4.1.25 maintain complete and accurate records relating to the Promotion, including without limitation the amount of clothes collected, sums due to the Charity and the Commercial Participator's related bank account(s), in such form as the Charity shall approve;
 - 4.1.26 allow the Charity to inspect the records maintained further to the preceding sub-clause at all reasonable times on request.
- 4.2 If the Promotion is undertaken in any jurisdiction other than in England and Wales, the Commercial Participator undertakes with the Charity that it shall:
- 4.2.1 ensure that the Charity shall not be in breach of any laws in such jurisdictions as a result of the Promotion being undertaken in such jurisdictions;
 - 4.2.2 comply with any relevant laws in such jurisdictions, including but not limited to the provision of any statements which are required to be made in relation to the Promotion as a result of the Contribution being paid to the Charity in addition to or in place of the statement required by Clause 4.1.5 above;
 - 4.2.3 make the Charity aware of any laws relating to charities and promotions bearing the name of a charity, including but not limited to any obligations which are placed on the Charity by such laws;
 - 4.2.4 ensure that any rights in Intellectual Property belonging to the Charity, including but not limited to the Name and the Logo, are protected in such jurisdictions as the Promotion is undertaken and that any registrations required to protect such rights are made in the name of the Charity at the cost of the Commercial Participator;
 - 4.2.5 ensure that the Charity shall not, or could not, be in breach of any rights in Intellectual Property of any third party by the use of the Name, the Logo or other Trade Marks in any of the jurisdictions in which the Promotion is undertaken by the Commercial Participator as a result of the Commercial Participator's activities.
- 4.3 The Charity undertakes with the Commercial Participator that it will:
- 4.3.1 further to the licence granted under clause 3.1 above, permit the Commercial Participator to represent the Charity in Licensed Residential Areas for the purpose of undertaking the Promotion, and to display the Charity's Name and Logo on the Commercial Participator's vehicles, staff uniform and related promotional materials accordingly;

- 4.3.2 supply the Commercial Participator with promotional materials relating to the Charity and to the Promotion;
- 4.3.3 provide such reasonable assistance as may be required by the Commercial Participator from time to time in securing licences to collect clothes from local authorities, as detailed at clause 4.1.1; and
- 4.3.4 further to the grant of exclusivity detailed at clause 3.1, not enter to into any similar collection agreement with any other collection or recycling company during the Term.

5 Ownership of the trade marks

- 5.1 Without the prior written consent of the Charity, the Commercial Participator shall not register as a trade mark in any jurisdiction any word or mark which is similar to the Trade Marks or any fundraising campaign undertaken by the Charity, either jointly with the Commercial Participator or with a third party, including but not limited to any permutation, extension or abbreviation of them.
- 5.2 The Commercial Participator undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the registered Trade Marks or application therefore nor to do any act which might assist or give rise to an application to remove any of the registered Trade Marks from any national or international register of trade marks or which might prejudice the right or title of the Charity to any of the Trade Marks; provided that (notwithstanding any provision to the contrary contained in this Agreement) the Commercial Participator shall have the right either alone or with others to seek a declaration or other order from a court or other authority having competent jurisdiction that, by reason of acts or omissions (other than those done by the Commercial Participator in breach of its obligations hereunder), the registration of any of the registered Trade Marks is invalid.
- 5.3 The Commercial Participator shall not make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the ownership or use of any of the Trade Marks except under the terms of this Agreement, and acknowledges that nothing contained in this Agreement shall give the Commercial Participator any right, title or interest in or to the Trade Marks save as granted hereby.

6 Infringements

- 6.1 The Commercial Participator shall as soon as it becomes aware thereof give the Charity in writing full particulars of any use or proposed use by any other person, firm or company of a trade name, trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Charity's rights in relation to the Trade Marks or to passing-off.
- 6.2 If the Commercial Participator becomes aware that any other person, firm or company alleges that the Trade Marks are invalid or that use of the Trade Marks infringes any rights of another party or that the Trade Marks are otherwise attacked or attackable the Commercial Participator shall immediately give the Charity full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.

- 6.3 Subject to Clause 6.4, the Charity shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Mark.
- 6.4 With the prior written consent of the Charity, the Commercial Participator shall be entitled to bring any action for infringement under Sections 30 and 31 of the Trade Marks Act 1994. The Charity shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so and shall not be obliged to grant consent to the Commercial Participator to take such proceedings.
- 6.5 The Commercial Participator will at the request of the Charity give full co-operation to the Charity in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Charity shall meet any reasonable expenses incurred by the Commercial Participator to third parties in giving such assistance.

7 VAT

- 7.1 All sums in this Agreement are exclusive of VAT.
- 7.2 If VAT is or becomes properly chargeable in respect of any sums due under this Agreement the Commercial Participator shall pay the Charity an amount equal to such VAT in addition to the amount which would otherwise have been payable.
- 7.3 Should VAT become chargeable prior to the payment of an instalment of the Contribution the Commercial Participator shall advise the Charity of the amount due and the Charity shall promptly render a VAT invoice to the Commercial Participator in respect of the instalment.

8 Termination

- 8.1 Subject to the parties rights to terminate under Clauses 8.2 and 8.3 this Agreement shall last for the Term.
- 8.2 The Charity shall be entitled to terminate this Agreement forthwith if:
- 8.2.1 the Commercial Participator fails to pay any sum due to the Charity by the due date and the Charity has given the Commercial Participator thirty days' notice requiring it to pay and the Commercial Participator has failed to pay in the thirty day period;
 - 8.2.2 the Commercial Participator does anything which in the reasonable opinion of the Charity brings or in the opinion of the Charity is reasonably likely to bring the Name, Logo, other Trade Marks or reputation of the Charity into disrepute;
 - 8.2.3 a resolution is passed for the voluntary or compulsory liquidation of the Commercial Participator or a receiver is appointed over all or part of its business; or
 - 8.2.4 the Commercial Participator is in breach of any provision of the 1992 Act or the Regulations.

- 8.3 The Commercial Participator shall be entitled to terminate this Agreement on thirty days' notice if in the reasonable opinion of the Commercial Participator the Charity does anything which brings the Commercial Participator's name or reputation into disrepute.
- 8.4 On termination of this Agreement the Commercial Participator shall:
- 8.4.1 no longer be authorised to use the Name, the Logos or other Trade Marks and shall remove the same from its vehicles, staff uniforms and any other signage or materials linked to the Promotion;
 - 8.4.2 cease immediately the manufacture of all promotional materials for the Promotion bearing the Name, Logo or other Trade Marks;
 - 8.4.3 pay all monies due to the Charity on the date of termination to the Charity within thirty days of termination of this Agreement.
- 8.5 On termination of this Agreement the licence granted to the Charity in Clause 3.2 above shall also be terminated and the Charity shall cease all use of the Commercial Participator's Logo and the Commercial Participator's Name.
- 8.6 Notwithstanding termination of this Agreement, Clauses 4.1.6, 4.1.20, 5 and 10 shall survive termination.

9 Indemnity

The Commercial Participator agrees to indemnify and keep indemnified the Charity in respect of any costs, claims, fines, loss or liability whatsoever suffered by the Charity anywhere in the world (including reasonable legal costs and disbursements) as a result of:

- 9.1 any breach by the Commercial Participator of any of the terms of this Agreement; and/or
- 9.2 the undertaking of the Promotion by the Commercial Participator in any jurisdiction.

10 Confidentiality

- 10.1 The parties 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 otherwise make use of or permit to be made use of any information relating to the business affairs or finances of the other parties where knowledge or details of the information was received as a result of this Agreement.
- 10.2 The obligations of confidence referred to in Clause 10.1 shall not apply to any confidential information received by one of the parties under this Agreement which:
- 10.2.1 is in the possession of and is at the free disposal of that party or is published or is otherwise in the public domain prior to the receipt of such information by that party;
 - 10.2.2 is or becomes publicly available on a non-confidential basis through no fault or negligence of that party; or

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

11 Notices

11.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out below.

11.2 No form of Electronic Communication other those specified in this Agreement may be used for the purposes of transmitting any form of notice under this Agreement.

11.3 Any notice or other document:

11.3.1 correctly addressed sent by:

11.3.1.1 first-class mail shall be deemed to have been delivered three Working Days following the date of dispatch;

11.3.1.2 registered post shall be deemed to have been delivered three Working Days following the date of dispatch;

11.3.1.3 electronic mail shall be deemed to have been delivered at 9 am on the next Business Day following transmission; or

11.3.1.4 hand shall be deemed to have been delivered at 9 am on the next Business Day following delivery.

11.3.2 for the attention of the Charity shall be sent to:

Contact: the Charity's CEO/Executive Director from time to time;

Address: Kemp House, 152 City Road, London, EC1V2NX

Phone: 08006785869

e-mail: info@breastcancerresearchaid.org.uk

11.3.3 for the attention of the Commercial Participator shall be sent to:

Contact: Irina Martin;

Address: Unit 24, Foxmoor Business Park Road, Wellington, Somerset, TA21 9RF

Phone: 01564 784 107;

e-mail: info@uxtbrc.co.uk

12 Severability

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

13 Whole Agreement

The parties hereby agree that any prior agreements between the Charity and the Commercial Participant in respect of the Promotion will be deemed to have terminated on the execution of this Agreement. Each party therefore acknowledges that this Agreement supersedes any prior agreement and contains the whole agreement between parties and that it has not relied upon any oral or written representation made to it by the other, save as expressly set out herein.

14 Assignment and Sub-Contracting

14.1 This Agreement is personal as between the parties and the Commercial Participant can only assign the benefit of this Agreement with the Charity's prior written consent.

14.2 the Commercial Participant may appoint sub-licensees provided that it has obtained the Charity's prior written consent to the grant of a sub-licence (not to be unreasonably withheld or delayed) and the Commercial Participant shall remain liable for all its obligations hereunder as if it had not appointed a sub-licensee. The terms of any sub-licence granted by the Commercial Participant under this Agreement shall be no less protective of the rights of the Charity than those contained herein.

15 Waiver

If the Charity fails to exercise or delays in exercising its rights or any one of them accidentally or intentionally this does not constitute waiver of the Charity's rights and it will not prevent the Charity from exercising any right or remedy whether contained in this Agreement or any other document which confers rights upon the Charity.

16 Amendment

No amendment or addition shall be made to this Agreement unless made in writing and signed on behalf of all of the parties.

17 Relationship

The parties are neither partners nor joint venturers nor is the Commercial Participant entitled to act as, nor represent itself as, agent for the Charity, nor to pledge the Charity's credit.

18 Force Majeure

18.1 Provided always that the parties take all reasonable steps to prevent and/or mitigate a Force Majeure event, the defaulting party shall be excused performance of its obligations under or

pursuant to this Agreement if and to the extent that its performance is delayed, hindered or prevented by an event of Force Majeure.

18.2 If a party is subject to an event of Force Majeure or is aware of the likelihood of a situation constituting Force Majeure arising it shall notify the other party in writing forthwith of the cause and effect of such non-performance or likely non-performance, the date or likely date of commencement thereof and the means proposed to be adopted to remedy or abate the Force Majeure and the parties shall without prejudice to Clause 18.1 above consult with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure.

18.3 If subject to Force Majeure the defaulting party shall:

18.3.1 use all reasonable endeavours and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible;

18.3.2 resume performance as expeditiously as possible after termination of the Force Majeure or after the Force Majeure has abated to an extent which permits resumption of such a performance;

18.3.3 notify the other party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur; and

18.3.4 notify the other party when resumption of performance shall or is likely to occur.

18.4 Should the event of Force Majeure endure for longer than four weeks this Agreement shall automatically terminate.

19 Third Party Rights

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales, and the parties shall submit to the exclusive jurisdiction of the English Courts.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

The Logos and Trade Marks



**Breast Cancer
Research Aid**

SIGNED BY LYNDA CAUSER ON BEHALF OF BREAST CANCER RESEARCH AID

**BREAST CANCER
RESEARCH AID**
REGISTERED IN ENGLAND AND WALES
1166674 SCOTLAND SC046669

)

Trustee (Chairman)



Signed **IRINA MARTIN** for
and on behalf of **GIVING SUPPORT LTD**

)

)



GIVING SUPPORT LTD

REG NUMBER: 9326340

VAT: 211940049

Director

GIVING SUPPORT LTD

REG NUMBER: 9326340

VAT: 211940049



**AN AMENDMENT TO THE EXISTING CONTRACT BETWEEN BREASTCANCER
RESEARCH AID AND GIVING SUPPORT LIMITED SIGNED ON 20 DECEMBER
2017**

1. This amendment (the "Amendment") is made by Lynda Causer the chairman of the charity Breast Cancer Research Aid registered 1166674 in England and Wales and Irina Martin the director of Giving Support Ltd registered 9326340 , parties to the Commercial Participation Agreement dated 20 December 2017.

2. The Agreement is amended as follows:
The close 4.1.5 in Obligation of the parties

"ensure that materials relating to the Promotion (including, without limitation, the clothing collection bags and all literature associated with the clothing collection service) shall bear the statement:

Our partner Giving Support Ltd (9326340) will donate £110 per every tonne of collected clothes

shall be amended to:

Our partner Giving Support Limited (9326340) will donate £50,000 per calendar year.

The close 4.1.6 in Obligations of the parties

"in connection with the Promotion, the Commercial Participator shall pay to the Charity a Contribution of £110 per tonne of collected clothes"

will be replaced with the statement

"in connection with the Promotion, the Commercial Participator shall pay to the Charity a Contribution of £50,000 per calendar year"

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

BY: 

PRINTED NAME: LYNDA CAUSER

TITLE: CHAIRMAN

**BREAST CANCER
RESEARCH AID**
REGISTERED IN ENGLAND AND WALES
1166674 SCOTLAND SC046669

DATED: 16-3-18

BY: *LM*

PRINTED NAME: IRINA MARTIN **GIVING SUPPORT LTD**

TITLE: Director

REG NUMBER: 9326340
VAT: 211940049

DATED: 16. 3.18



NORTHAMPTON
BOROUGH COUNCIL

House to House Collection Policy

Version Date: 13.02.2014

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Section 1 Introduction

1.1 The Policy

This document states Northampton Borough Council's policy on House to House Collections as defined by House to House Collections Act 1939, as amended by the House to House Regulations 1947.

The Local Government Act 1972 transferred responsibility for licensing both Street and House to House collections from the police to local authorities.

In London, however, the Metropolitan Police and the Common Council of the City of London are still responsible for licensing of collections.

1.2 The Objectives of this Policy

This policy has been adopted with view to securing the following objectives;

- To ensure that promoters and collectors are properly authorised,
- To ensure that contributions collected is done so in a secure way and the total proceeds collected are properly accounted for,
- To minimise nuisance to residents and visitors to the Northampton Borough

1.3 The Law

It is unlawful in the United Kingdom to hold, for the benefit of charitable or other philanthropic purposes, a house to house collection on any street or public place without first obtaining a House to House Permit from a local authority. A 'Public Place' is defined as a 'place where the public has access and this need not be in public ownership.

To be legal, charitable house-to-house collections must be authorised. This means the collectors must have either a collection licence issued by the local authority or a National Exemption Order issued by the Cabinet Office.

National Exemption Orders issued by the Cabinet Office are available to charities who have undertaken a high number of collections across local authority areas. Further details of Exemption Orders and a full list of those charities that have been granted this status can be viewed online at;

<https://www.gov.uk/government/publications/national-exemption-order-scheme>

The licence does not authorise the promotion of a door to door envelope collection: such collections may now be only by the permission of the Secretary of State.

There are six grounds upon which the local authority can consider the refusal of a House to House collection as follows;

- a. That the total amount likely to be applied for charitable purposes as a result of the collection (including any amount already so applied) is adequate in proportion to the value of the proceeds likely to be received (including any proceeds already received).
- b. That the remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person.
- c. That the grant of a licence would be likely to facilitate the commission of an offence under section three of the Vagrancy Act 1824, or that an offence under that section has been committed in connection with the collection.
- d. That the applicant or the holder of the licence is not a fit and proper person to hold a licence by reason of the fact that has been convicted in the United Kingdom of any of the offences specified in the Schedule to this Act, or has been convicted in any part of His Majesty's dominions of any offence conviction for which necessarily involved a finding that he acted fraudulently or dishonestly, or of an offence of a kind the commission of which would be likely to be facilitated by the grant of a licence.
- e. That the applicant or the holder of the licence, in promoting a collection in respect of which a licence has been granted to him, has failed to exercise due diligence to secure that persons authorised by him to act as collectors for the purposes of the collection were fit and proper persons, to secure compliance on the part of persons so authorised with the provisions of regulations made under this Act, or to prevent prescribed badges or prescribed certificates of authority being obtained by persons other than person so authorised.
- f. 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.

Summary details of the legislation is contained within Appendix A and a full copy of the legislation can be viewed online at <http://www.legislation.gov.uk>

1.4 The Charities Act 2006

The Charities Act 2006 provides for a new regulatory regime to control charitable collections in public – **this new framework is still pending enactment**. It applies to all such collections including face-to-face fundraising and where requests are made for members of the public to sign direct debit mandates. There is a new role for the Charity Commission in checking whether charities and other organisations are fit and proper to carry out public collections. The Charity Commission will be responsible for issuing Public collections Certificates, which will be valid for up to five years. This new procedure, if enacted, will mean that local authorities will no longer need to assess the suitability of individual applicant and will ensure a more uniform approach to such assessment nationally. Once a charity has a Public Collections Certificate it will be able to apply to a local authority for a permit to hold collections at certain times in

certain places within that local authority area. Local authorities will assess applications to ensure that collections do not clash and that the public are not annoyed by excessive collection activity.

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Section 2 Applications for a House to House Collection Permit

2.1 Applications

All applications must be made on the Councils prescribed postal application form, or may be made online at www.northampton.gov.uk using the prescribed online application.

Applications must be received at least 20 working days before the required collection date, unless good reason exists and late submission is agreed with the local authority.

Particular attention on the application needs to ensure that all questions are answered in full; failure to complete all sections will invalidate the application.

The local authority will require a written agreement between the applicant and the charity.

It must be clear as part of the application process how much the charity will receive as part of the collection, the proportion of this as a percentage of the cost of running the collection and must have previously submitted a clear set of returns if the organisation has operated collections before.

The local authority may request any additional supporting information that it considers relevant in determining the application in accordance with paragraph 1.3(a-f) and the relevant local policies detailed in 2.2

2.2 Key Considerations of Local Policies

A summary of the regulations is contained within **Appendix A**, the Licensing Committee for this council has also approved the following three requirements for the grant of House to House Collection Permits;

- Permits will only be issued to nationally recognised charities with a local connection
- Permits will not be issued to purely political campaigning organisations
- Applications from organisations/Individuals that have not previously been licensed for a House to House collection by this authority will be determined by the Licensing Committee.

Where applications are received from individuals or organisations collecting on behalf of Nationally Recognised Charities, supporting documentation will be required from the National Charity to demonstrate the collection is supporting their cause.

Permits can be issued for a maximum of twelve months; however this authority aims to work with organisations to avoid numerous charitable collections taking place within the same area, which can reduce the potential fundraising aims and may inadvertently cause a nuisance to households. Applications are therefore encouraged for a maximum of three months, in order to minimise the number of organisations who

might wish to work within the same area at any given time. This is a voluntary option that is encouraged and has proven to work well in the past.

Organisations collecting under a Home Office Exemption Order are not within the control of Northampton Borough Council; however these organisations usually let the local authority know that they are carrying out a collection within our area.

When considering applications the financial information given is sometimes difficult to interpret. Unless the proportion that will be donated to charity is clear and we are confident in the calculations the application will be returned requesting more detailed information.

If the proportion allocated to the charity is clear, members must be satisfied that the amount to be given to the charity is adequate in relation to the proceeds received. The cost of collection needs to be taken into account and balanced against the perception of the public that all of the items or money they donate will be given to charity. As a general guide we welcome applications that will give approximately 80% of the value of the collection to the charity; however each application will be determined on its individual merits.

It is common practice for collectors to be paid by organisations to collect money and products. When determining the remuneration and whether this is excessive the nature of the business and the overheads can be taken into account and balanced against the amount being given to the charity. The remuneration received by individuals involved in the collection process, at all levels, may also be considered as part of this assessment. As a general guide we welcome applications where approximately 20% of the value of the collection is used for remuneration purposes, however each application will be determined on its individual merits.

If no previous returns have been supplied to the Council after the previous licensed collections by the same organisation or individual within the borough then the application will be refused. In addition, any action taken as a result of not complying with regulations on operating House to House collections would also be grounds for refusal unless there are extenuating circumstances.

Section 3 Enforcement

It is recognised that well-directed enforcement activity by the Council benefits not only the public but also the responsible members of the permit holders.

In pursuing its objectives detailed in this Policy, the Council will operate a proportionate enforcement regime in accordance with the Councils Enforcement Policy.

If you don't have the appropriate licence before starting house-to-house collections you could face imprisonment for a term up to six months and/or a fine of up to £1,000.

If you or anyone collecting on your behalf doesn't give a police officer their name, address and signature when asked to, they could be fined up to £200.

Section 4 Departure from Policy

In exercising its discretion in carrying out its regulatory functions, Northampton Borough Council will have regard to this Policy document and the principles set out therein.

Notwithstanding the existence of this Policy, each application will be considered on its own merits based on the licensing principles detailed in this Policy.

Where Licensing Officers consider that there is clear and compelling reasons to depart from this Policy, a report detailing the application will be placed before the Licensing Committee for a decision to be made.

Section 5 Amendments to this Policy

Any significant amendment to this Policy will only be implemented after further consultation with the Permit Holders and the public. All such amendments to this Policy will be undertaken in accordance with the Council's Constitution. For the purpose of this section, any significant amendment is defined as one that:

- Is likely to have a significant financial effect on permit holders, or
- Is likely to have a significant procedural effect on permit holders, or
- Is likely to have a significant effect on the community.

Any minor amendments to this Policy may be authorised by the Portfolio Holder for Customers and Communities and Public Protection and undertaken in accordance with the Council's Constitution.

Section 6 Fees and Charges

Northampton Borough Council does not make a charge for the processing of a House to House Permit.

Section 7 Appeals

Organisations can appeal within 14 days of the local authority's decision to the Minister for the Cabinet Office if a local authority refuses them a licence to hold a house-to-house collection, or if they revoke such a licence. The Cabinet Office processes these appeals.

For further information, reference should be made to the Act and Regulations which are obtainable from The Stationery Office, PO Box 29, Norwich, NR3 1GN, or through any bookseller. Telephone (General Enquiries) 0870 600 5522.

Appendix A

HOUSE TO HOUSE COLLECTIONS ACT 1939 House to House Collections Regulations 1947 (as amended)

The above Act and regulations contain important provisions for the regulation of House to House Collections for charitable purposes, and prescribe fines and/or imprisonment for offences against the Act or the Regulations.

1. Except in cases specified in paragraphs 3 and 4:-
No collection in any locality for a charitable purpose may be made unless the promoter is licensed by the Licensing Authority for the area comprising that locality, and the collectors are authorised by the promoter.
2. Application for a licence must be made in the prescribed manner. The Licensing Authority cannot grant a licence for a period longer than twelve months and may refuse a licence or, where granted, may revoke it, in circumstances specified in the Act.
There is a Right of Appeal to the Secretary of State against the refusal or the revocation of a licence, within fourteen days of the date on which notice is given of the refusal or the revocation.
3. Where the Secretary of State is satisfied that a person pursues a charitable purpose throughout the whole, or a substantial part, of England and Wales, and is desirous of promoting collections for that purpose, the Secretary of State may by Order direct, in effect, that such person shall be exempt from the requirement to obtain licences from the Licensing Authority, as respects all collections for that purpose in such localities as may be described in the Order.
4. Where the Chief Constable of the police areas comprising a locality in which a collection for a charitable purpose is being, or proposed to be, made is satisfied that the purpose is local in character, and that the collection is likely to be completed within a short period, he may grant to the person who appears to him to be principally concerned in the promotion of a collection a Certificate in the prescribed form; and where a Certificate is so granted, a Licence from the Licensing Authority is not required, and the provisions of the Regulations (as to which see paragraph 5 below) shall not apply to a collection made in conformity with such Certificate.
5. Regulations have been made by the Secretary of State under the Act. The Regulations include the following, amongst other provisions-
 - (a) every promoter of a collection must exercise all due diligence to secure that collectors are fit and proper persons and that they are authorised to act as collectors; and to secure compliance by collectors with the Regulations;
 - (b) no promoter of a collection shall permit any person to act as a collector unless he has issued to that person-
 - (i) a prescribed Certificate of Authority;
 - (ii) a prescribed Badge; and
 - (iii) if money is to be collected, a Collecting Box marked, or a Receipt Book (with receipts and counterfoils or duplicates consecutively

numbered) marked on every receipt, with a general indication of the purpose of the collection, and a distinguishing number.

- (c) In the case of a collection in respect of which a Licence has been granted, every Certificate of Authority shall be given a form obtained from The Stationery Office, and every prescribed Badge shall be so obtained.
- (d) No person under the age of 16 years shall act or be authorised to act as a collector of money.
- (e) No collector shall importune any person to the annoyance of such person, or remain in, or at the door of, any house if required to leave by the occupant thereof.
- (f) The promoter of a collection must, within one month of the expiry of the licence, furnish an account of the collection in the form prescribed to the licensing authority or the Secretary of State, as the case may be.

Appendix B

TERM	DEFINITION
Authorised Officer	An officer of the Council authorised by it to act in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982.
The Local Authority	Northampton Borough Council
Charitable Purpose	means any charitable, benevolent, or philanthropic purpose.
Collection	An appeal to the public, made by means of visits from house to house to give whether for consideration or not, money or other property.
Collector	A person who makes the appeal in the course of such visits.
Promoter	A person who causes others to act as collectors for the purposes of the collection
Permit	A permit issued by the local authority for a collection.
Contributor	A person who contributes to a collection and includes a purchaser of articles for sale for the benefit of charitable or other purposes.
Collecting Box	A box or other receptacle for the reception of money from contributors.
House	Includes a place of business
Proceeds	means in relation to a collection, all money and all other property given, whether for consideration or not, in response to the appeal.

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