



Chartered
Institute of
Fundraising

September 2024
Site Management Agreement

SITE MANAGEMENT AGREEMENT

Between the Chartered Institute of Fundraising and
London Borough of Bromley

Prepared by: CIOF Outreach Department

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www.ciof.org.uk

1 Purpose

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Bromley, Beckenham and Orpington town centres and provide a balance between the duty of charities and not-for-profit organisations to fundraise and the rights of the public to go about their business without the impression of undue inconvenience. For the avoidance of doubt, this document does not constitute a legal contract.

Once this agreement is in place it should minimise the administration for the council, providing just one channel for information and support regarding face-to-face fundraisers, as nominated 'gatekeepers' only have to deal with one organisation the Chartered Institute of Fundraising (CIOF), instead of dealing with each individual charity and fundraising organisation separately.

2 Statement of Conformity

All fundraisers will abide at all times by the relevant elements of the Fundraising Regulator's [Code of Fundraising Practice](#) and the Chartered Institute of Fundraising's Street Fundraising (regular giving) [Rule Book](#) or face the appropriate penalties.

If local authority officers note fundraisers contravening the Chartered Institute of Fundraising's Rule Book or any local clause within the SMA, they will inform the Chartered Institute of Fundraising's Head of Standards by contacting them on 020 7401 8452, providing details of the incident.

3 Access Details

3.1 Sites, team sizes, positioning, and frequency

Site may be used as follows, as shown in the map at Appendix 1:

Bromley:

High Street from the passageway that leads to the entrance to the Churchill Theatre to the junction with Market Square on **non-market days (Monday to Wednesday)**.

Positioning: fundraisers to be spread out within the relevant areas.

Capacity: maximum of 4 fundraisers including a Team Leader

Frequency: 3 days a week

Beckenham:

The areas of the High Street between The Drive and Burnhill Road and outside Kelsey House at the junction with Kelsey Park Road.

Positioning: fundraisers to be spread out within the relevant areas.

Capacity: maximum of 3 fundraisers including a Team Leader

Frequency: 2 days a week

Orpington:

The area of the High Street from the roundabout with Spur Road, Station Road and Sevenoaks Road up to the junction with Knoll Rise.

Positioning: fundraisers to be spread out within the relevant areas.

Capacity: maximum of 3 fundraisers including a Team Leader

Frequency: 2 days a week

Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Local Authority or Business Improvement District Officials and reposition themselves correctly or as directed on-site.

Only one charity will be present on any one site on any one day.

Fundraising will only be permitted between the hours of 9am and 6pm, unless otherwise specified.

3.2 Other Conditions

Fundraisers should be positioned in such a way as to offer an adequate 'comfort zone' to those users of the public highway who do not wish to engage. In furtherance of this, it is desirable that a minimum footway channel of 1 metre be maintained between fundraisers and the kerb / shop frontage where it is reasonable to do so.

Fundraisers should maintain a reasonable distance (of approximately 3 metres) apart from one another and any other legitimate street activities (e.g. street traders, Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).

4 Information Required

4.1 Nominated Gatekeeper

The nominated gatekeeper for the London Borough of Bromley is Street Services and the contact details are street.services@bromley.gov.uk.

4.2 Required Information

The CIOF will maintain and manage the diary schedule. Diary/Schedule information will include: contact details for the agency (if applicable); and charity being fundraised for.

Email notifications sent by members are to be made available to:

Bromley:

Jonathan Richards, Technical Support & Market Manager, Bromley Council

jonathan.richards@bromley.gov.uk

Marieke Brown, Market and Street Trading Enforcement Officer, Bromley Council

marieke.brown@bromley.gov.uk

Street Services, Bromley Council

street.services@bromley.gov.uk

Your Bromley, Business Improvement District

enquiries@yourbromley.com

Beckenham:

Street Services, Bromley Council

street.services@bromley.gov.uk

Orpington:

Street Services, Bromley Council

street.services@bromley.gov.uk

Orpington 1st, Business Improvement District

info@orpington1st.co.uk

Chris Travers, Executive Director, Orpington 1st

chris.travers@orpington1st.co.uk

These contact details shall be updated as and when necessary.

4.3 Transition and continuity

Should the nominated gatekeeper move on, or responsibilities otherwise change, the gatekeeper will inform his/her successor of the detail of this agreement, the relationship with the CIOF, arrangements for the regulation of face-to-face fundraising, and provide the CIOF with contact details for the successor.

5 Complaint Management

CIOF will respond to and seek to resolve all complaints received, and issue penalties according to its rules. The Council will provide real time notification of any complaints it wishes to be resolved immediately and provide sufficient detail for any retrospective complaints to be investigated. Where the collection agencies or the charities themselves receive complaints, it is expected that they will provide information to the CIOF including information about the identity of any individual collector who is subject of a complaint and of the action taken (if any).

Members of the public are encouraged to direct complaints about charity fundraising to the Fundraising Regulator.

6 Working Together

London Borough of Bromley agrees to work with the CIOF to raise awareness regarding this site management scheme, including explaining what face-to-face fundraising is, the CIOF, the Code of Fundraising Practice, and facts about Direct Debit.

The CIOF monitors member organisations, through a programme of random spot-checks, responding to complaints, and other mechanisms, to ensure fundraisers' adherence to the Code of Fundraising Practice, Fundraising Regulator Rules, and Site Management Agreements. The CIOF can give appropriate penalties or sanctions to those not abiding by the rules.

This SMA may be reviewed from 6 months after its implementation, or as and when it is deemed necessary. All amendments will be agreed in writing before becoming effective. Either party can withdraw from this agreement, giving 3 months' notice in writing.

Depending on when this agreement is signed, in relation to the CIOF's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.

Agreed for and on behalf of the Chartered
Institute of Fundraising:

Nick Henry

Job title:

Public Fundraising Manager

Date:

10th September 2024

Agreed for and on behalf of the London Borough
of Bromley:

Jonathan Richards

Job title:

Technical Support & Market Manager

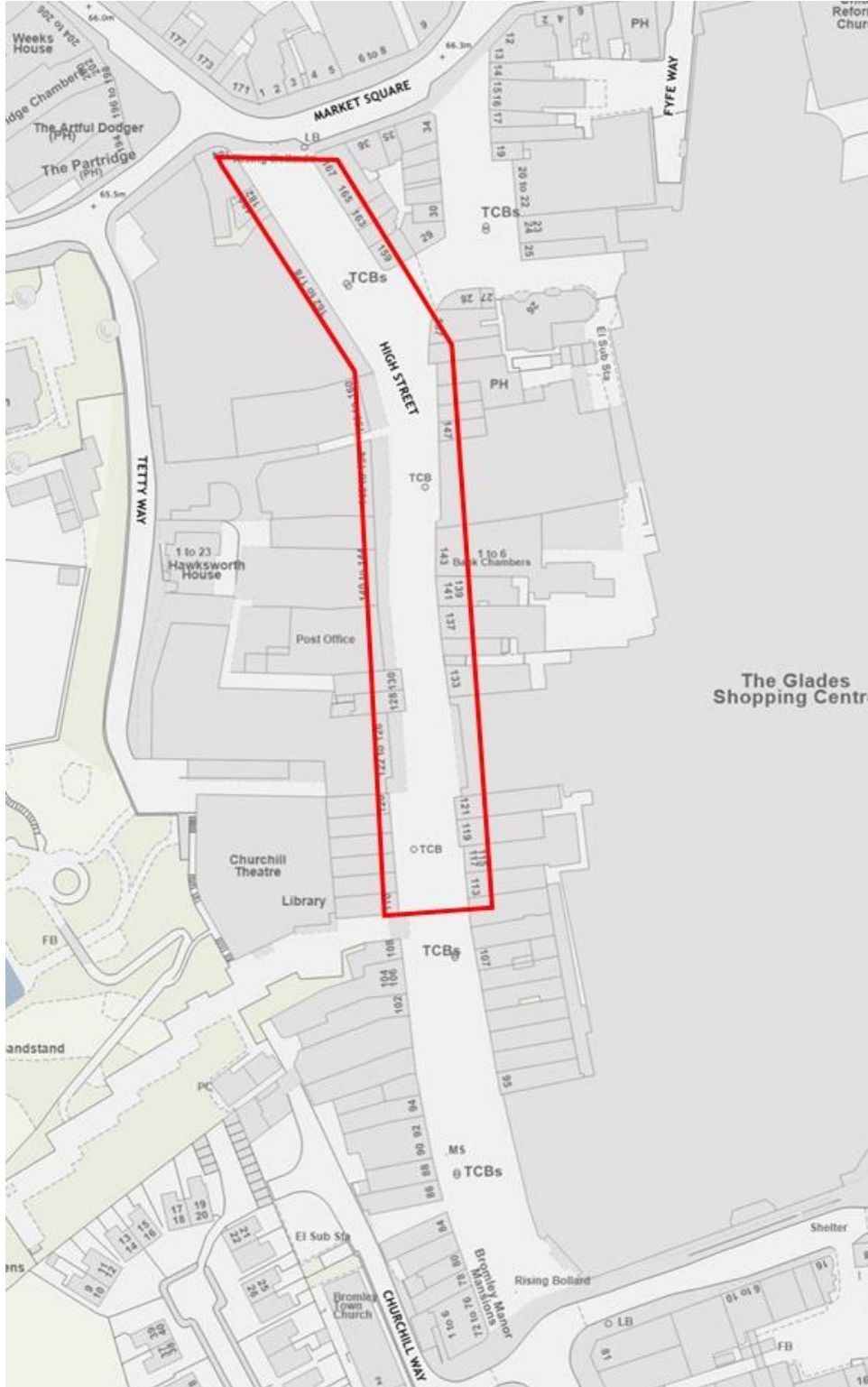
Date:

10th September 2024

Appendix 1 - Map(s)

Plan showing the area(s) where fundraising is to be permitted:

Bromley:



Beckenham:



Orpington:



Appendix 2 - Direct Debit Guarantee

Know your rights - The Direct Debit Guarantee

Direct Debit is one of the safest ways of making charitable donations. Organisations using the Direct Debit Scheme go through a careful vetting process before they're authorised and are closely monitored by the banking industry. The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

The Direct Debit Scheme applies to all Direct Debits. It protects you in the rare event that anything goes wrong.

The Direct Debit Guarantee

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.