



Public Fundraising *Regulatory* Association

June 2013

**Site Management Agreement**

# Site Management Agreement

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Between PFRA and Cheshire West and Chester Council (for Ellesmere Port)

Prepared by: **Dr Toby Ganley**  
Head of Policy

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# 1 Purpose

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The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Ellesmere Port town centre and provide 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 PFRA, instead of dealing with each individual charity and fundraising organisation separately.

## 2 Statement of Conformity

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

## 3 Access Details

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### 3.1 Sites, team sizes, positioning, and frequency

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

#### **Three pedestrianised areas leading to the Port Arcades (off Marina Way and Civic Rd):**

Capacity: maximum of 3 fundraisers in total

Frequency: not more than 2 days per week (no visits on Mondays or Tuesdays)

Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Local Authority 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 7pm, unless otherwise specified.

Any exclusion dates (e.g. specific event days) are to be announced by the Council to the PFRA to be booked into the PFRA's diary management system, giving a minimum of 4 weeks' notice to the PFRA from date of diary delivery.

### 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

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### 4.1 Nominated Gatekeeper

The nominated gatekeeper for Cheshire West and Chester Council is:

Guy Morris, whose contact details are:

[guy.morris@cheshirewestandchester.gov.uk](mailto:guy.morris@cheshirewestandchester.gov.uk)

or 01244 977967

In his absence all enquiries should be made to Heather Coote whose contact details are:

[heather.coote@cheshirewestandchester.gov.uk](mailto:heather.coote@cheshirewestandchester.gov.uk)

01244 977962

### 4.2 Required Information

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

Copies of the diary are to be made available to:

Guy Morris, Licensing Processing Lead Officer,

[guy.morris@cheshirewestandchester.gov.uk](mailto:guy.morris@cheshirewestandchester.gov.uk)

Heather Coote, Licensing Processing Officer,

[heather.coote@cheshirewestandchester.gov.uk](mailto:heather.coote@cheshirewestandchester.gov.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 PFRA, arrangements for the regulation of face-to-face fundraising, and provide the PFRA with contact details for the successor.

## 5 Complaint Management

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PFRA 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 PFRA 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 Standards Board ([FRSB](http://www.frsb.org.uk)).

## 6 Working Together

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Cheshire West and Chester Council agrees to work with the PFRA to raise awareness regarding this site management scheme, including explaining what face-to-face fundraising is, the PFRA, the Code of Practice, and facts about Direct Debit.

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

This SMA will be reviewed 6 months after it is signed, and then once every 12 months, if necessary, or earlier if there is just cause to do so. 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 PFRA's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.

Signed For and On Behalf Of PFRA:

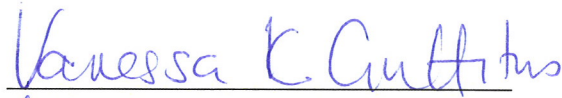


Dr Toby Ganley, Head of Policy

Date:

04.06.13

Signed For and On Behalf Of Cheshire West and Chester Council:



Print name:

VANESSA K. GRIFFITHS

Job title:

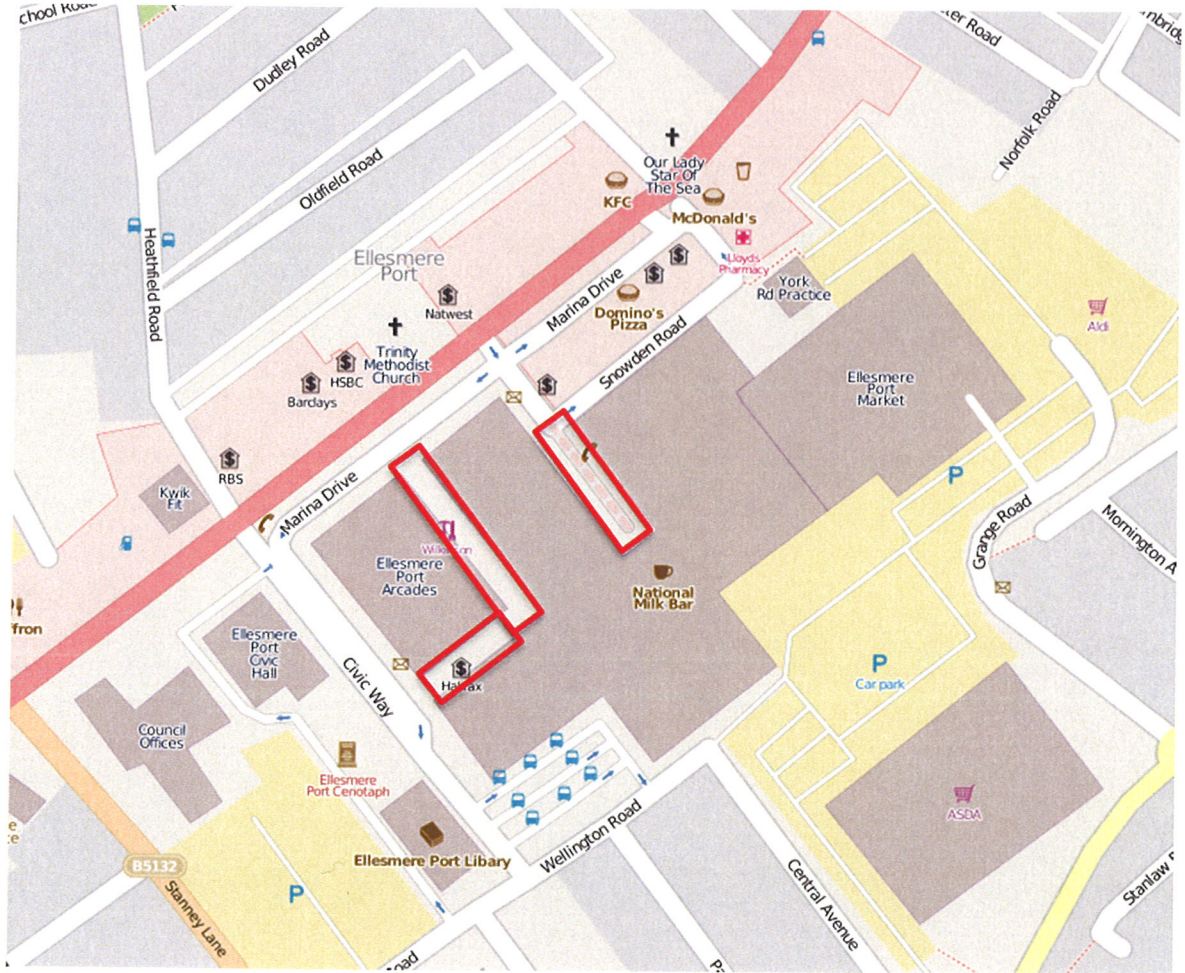
Acting Head of Regulatory Services

Date:

13<sup>th</sup> June 2013

# Appendix 1 - Map

Plan showing the areas where fundraising is to be permitted:



## Appendix 2 - Direct Debit Guarantee

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### 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.