

Site Management Agreement

Between the Institute of Fundraising
and Kingstonfirst BID

1 Purpose

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Kingston upon Thames town centre 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 Kingston First, providing just one channel for information and support regarding face-to-face fundraisers, as nominated 'gatekeepers' only have to deal with one organisation the Institute of Fundraising Compliance Directorate (IoFCD), 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 the Fundraising Regulator's [Code of Fundraising Practice](#) and [Rule Book](#), or face the appropriate penalties.

If Kingston First representatives note fundraisers contravening the Fundraising Regulator's Rule Book or any local clause within the SMA, they will inform the Institute of Fundraising Compliance Directorate's Head of Standards by contacting them on email? 020 7401 8452, providing details of the incident.

3 Access Details

3.1 Sites, team sizes, positioning, and frequency

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

Clarence Street:

Pedestrianised area of Clarence Street between the southern end of Fife Road, avoiding the brick circle, and Eden Street, avoiding the area where Clarence Street, Eden Street and Castle Street intersect.

Capacity: maximum of 4 fundraisers on Clarence Street and 6 fundraisers in total across the 2 streets

Positioning: fundraisers to be positioned no fewer than 5 metres apart from one another

Frequency: Tuesdays, Wednesdays and Thursdays

Castle Street:

Pedestrianised area of Castle Street between Fife Road and Eden Street, avoiding the area where Clarence Street, Eden Street and Castle Street intersect.

Capacity: maximum of 3 fundraisers on Castle Street and 6 fundraisers in total across the two streets

Positioning: fundraisers to be positioned no fewer than 5 metres apart from one another

Frequency: Tuesdays, Wednesdays and Thursdays

Between Remembrance Sunday and 31st December Clarence Street may not be used in order to facilitate a Christmas Market. Castle Street may continue to be used.

Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Kingston First representatives and reposition themselves correctly or as directed on-site.

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

Fundraising will only be permitted between the hours of 9am and 7pm, 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 5 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 Kingston First is Kadian Thomas and her contact details are kadian.thomas@kingstonfirst.co.uk and 020 8547 1221. In her absence all enquiries should be made to Jamie Imber on the same number.

4.2 Required Information

The IOFCD will maintain and manage the diary schedule.

IOFCD members will advise the following Kingston First representatives in advance of their intended visits:

Kadian Thomas, Operations Manager, Kingston First

email: kadian.thomas@kingstonfirst.co.uk

Jamie Imber, Kingston First Ranger, Kingston First

email: Jamie.Imber@kingstonfirst.co.uk

These contact details shall be updated as and when necessary.

Members are to notify Kingson First of intended visits by sending an email to the addresses above, as well as those listed in the most up to date London site delineations document, no later than 11am on the day prior to their intended visit. Failure to comply may result in their planned visit being cancelled.

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 IOFCD, arrangements for the regulation of face-to-face fundraising, and provide the IOFCD with contact details for the successor.

5 Complaint Management

IOFCD will respond to and seek to resolve all complaints received, and issue penalties according to its rules. Kingstonfirst representatives 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 IOFCD 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

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

The IOFCD 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 IOFCD can give appropriate penalties or sanctions to those not abiding by the rules.

This SMA may be reviewed from 6 months after its implementation, 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.

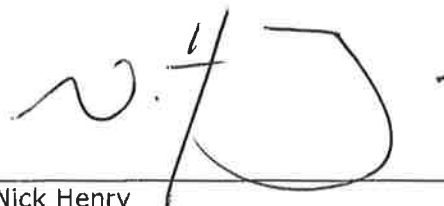
Depending on when this agreement is signed, in relation to the IOFCD's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.

Signed For and On Behalf Of
the Institute of Fundraising:

Print name:

Job title:

Date:

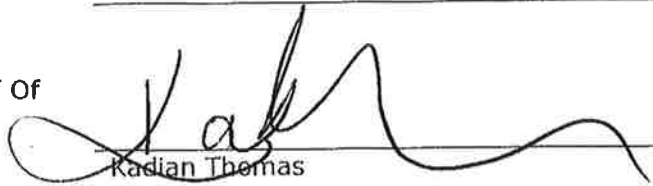


Nick Henry

Head of Standards and Allocations

14 Feb 2020

Signed For and On Behalf Of
Kingston First:


Kadian Thomas

Print name:

Operations Manager

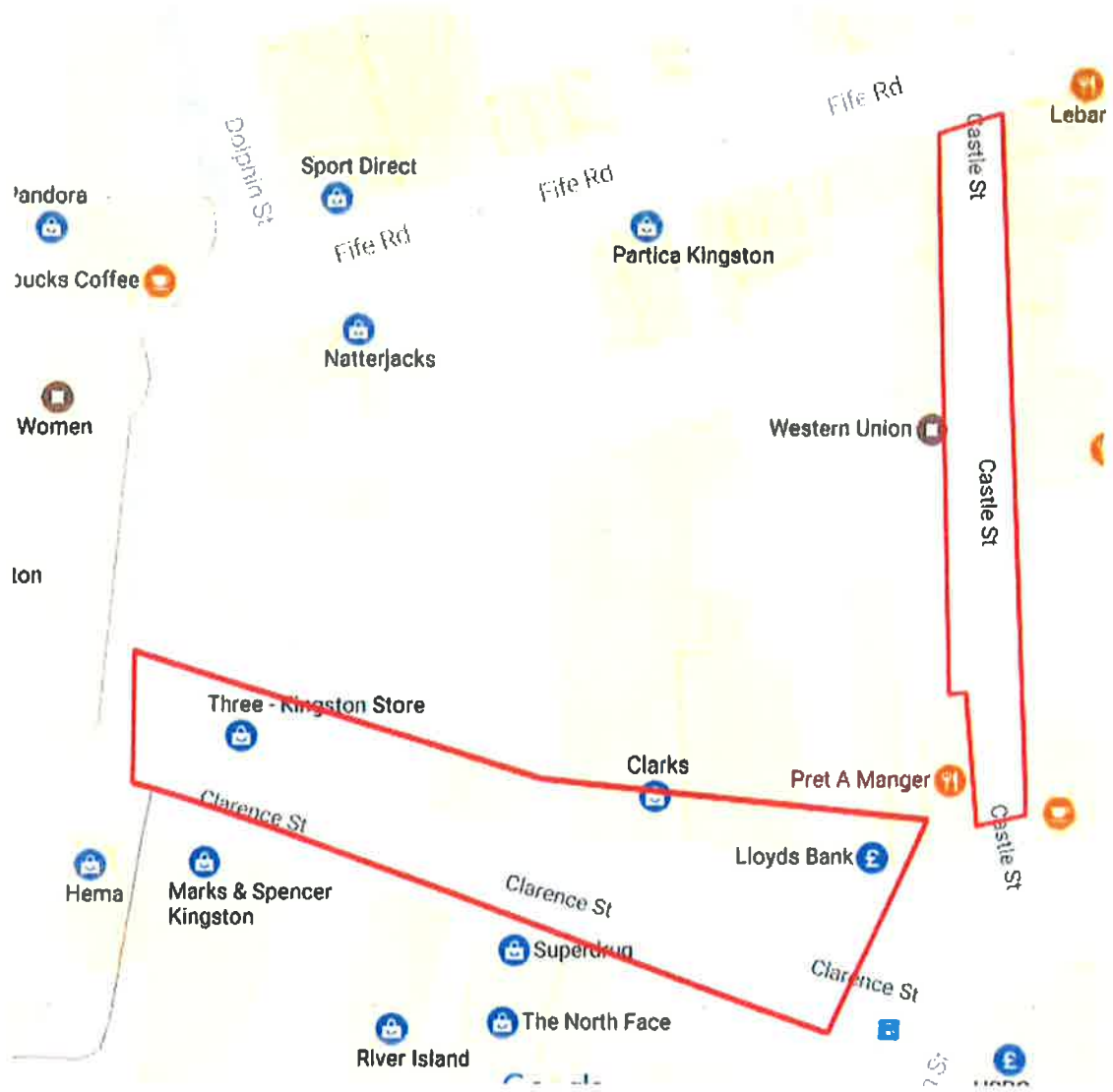
Job title:

14 Feb 2020

Date:

Appendix 1 - Map(s)

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



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.