

Site Management Agreement between PFRA and Lincoln City Council/Lincoln Business Improvement Group

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Lincoln city 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.

Statement of Conformity

- 1) All fundraisers will abide at all times by the relevant elements of the Institute of Fundraising's [Codes of Practice](#), and the PFRA's [Rule Book](#).

Access Details

Sites

- 1) Sites may be used as follows, as shown in green on the map at Appendix 1:

High St South:

Between St Marks St/ Tentercroft St and the railway crossing

High St Middle:

Between St Marys St and Waterside South

High St North:

Between Silver St and Clasketgate

To remove all doubt, the area marked in red is prohibited in respect of fundraising.

- 2) 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.
- 3) Fundraisers are not to work within 10 metres of the Stonebow or the railway crossing, nor in front of or within 3 metres either side of the war memorial, nor in front of or within 3 metres either side of a Bus stop, or a pedestrian crossing.

Frequency

- 4) Teams may work in Lincoln on not more than 10 non-consecutive days per four-week period, with no site to be used on consecutive visits.
- 5) Face-to-face fundraising is not to take place on Fridays or Saturdays.
- 6) Only one charity is to be present on any of the sites on any one day.
- 7) Fundraising will only be permitted between the hours of 9am and 7pm, unless otherwise specified.
- 8) Fundraising is not to take place during the week immediately preceding Armistice Day commemorations (Armistice Day being the nearest Sunday to 11 November each year or otherwise as designated by Government), and the week immediately preceding Christmas Day.
- 9) Any other 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.

Team size

- 10) Not more than 4 fundraisers.

Other Conditions

- 11) 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.

- 12) Fundraisers are at no point to be within 3 metres of any shop entrance or within 6 metres of the frontage of any licensed market/street trader. Fundraisers should maintain a reasonable distance (of approximately 3 metres) apart from one another and any other legitimate street activities (e.g. Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).

Information Required

Nominated Gatekeeper

- 1) The nominated gatekeeper for Lincoln is Mick Lake and his contact details are Mick.Lake@lincolnbig.co.uk or 01522 545424.

Required Information

- 2) 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.
- 3) Copies of the diary are to be made available to:

Mick Lake, Operations Manager, Lincoln Business Improvement Group
email: Mick.Lake@linconbig.co.uk

- 4) These contact details shall be updated as and when necessary.

Transition and continuity

- 5) Should the nominated gatekeeper move on or responsibilities otherwise change, the gatekeeper will inform his 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.

Complaint Management

- 1) PFRA will respond to and seek to resolve all complaints received, and issue penalties where this agreement or any PFRA rules have been breached. 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).

Working Together

- 1) City of Lincoln Council and Lincoln Business Improvement Group agree 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.
- 2) 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.
- 3) 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.
- 4) 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:

29.10.12

Signed For and On Behalf Of
Council/BID:



Print name:

Mick Lake

Job title:

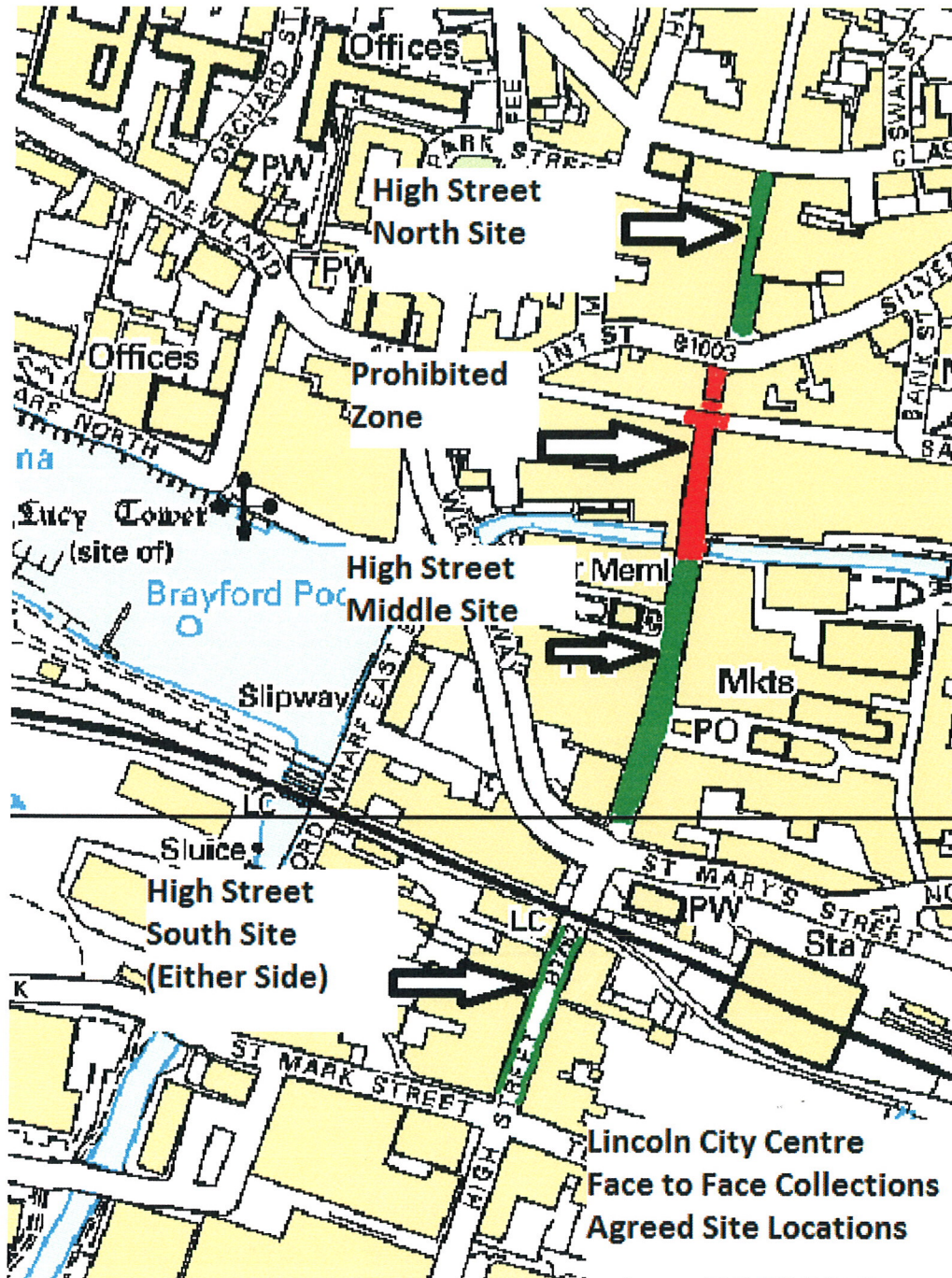
Operations Manager, Lincoln
Business Improvement Group (BID)

Dated:

26th October 2012.

Appendix 1

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



Appendix 2

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.