



August 2018 (Revised June 2019)
Site Management Agreement

Site Management Agreement

Between Institute of Fundraising Compliance Directorate, CityCo and Manchester City Council.

Prepared by: Institute of Fundraising
Compliance Directorate

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www.institute-of-fundraising.org.uk

1. Purpose

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Manchester City 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 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 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 of the Fundraising Regulator's Code of Fundraising Practice, and Rule Book, or face the appropriate penalties.

If Local Authority Officers note fundraisers contravening the Rule Book or any local clause within the SMA, they will inform the IoFCD'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

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

Zone A: Market Street (Please see appendix 1)

Capacity: maximum of 5 fundraisers. One non-branded, non-fundraising team leader is permitted.

Positioning: Fundraisers must locate themselves between 21 Market Street (Costa) and behind the bollards, under the canopy only.

Note: During the Christmas Market – discretionary boundary extension may be given on site to prevent overcrowding.

Frequency: Monday, Wednesday, and Friday.

Zone B: Corporation Street (Please see appendix 1)

Capacity: maximum of 5 fundraisers. One non-branded, non-fundraising team leader is permitted.

Positioning: Maximum of 2 Fundraisers can operate on Cooperation Street (Manchester Arndale site) locate between Unit FF (Caffé Nero) and Unit 5 Cooperation Street (WHS Smith). Maximum of 3 Fundraisers can operate on Exchange Square by the bin.

Note: During the Christmas Market – discretionary boundary extension may be given on site to prevent overcrowding.

Frequency: Monday, Wednesday, and Friday.

Zone C: St Ann's Square / Exchange Street (Please see appendix 1)

Capacity: maximum of 5 fundraisers. One non-branded, non-fundraising team leader is permitted.

Positioning: Fundraisers must locate themselves between Old Bank Street to the Fire Exit of unit 8-10 Exchange Street (Fat Face).

Note: During the Christmas Market – discretionary boundary extension may be given on site to prevent overcrowding.

Frequency: Monday, Wednesday, and Friday.

Zone D: Piccadilly Gardens (Please see appendix 1)

Capacity: maximum of 5 fundraisers. One non-branded, non-fundraising team leader is permitted.

Positioning: Fundraisers must locate themselves on Market Street, between Oldham Street and Tib Street: Periphery from the raised planter to the bollards in front of 11-13 Piccadilly (Boots) and from the tram tracks towards the statue near Oldham St

Note: During the Christmas Market – discretionary boundary extension may be given on site to prevent overcrowding.

Frequency: Monday, Wednesday, and Friday.

Relief Site Only: (Still requires MCC events approval)

This is an alternative pitch when another pitch (stated above) has become untenable for an extended period, please note the IoFCD must submit a written request for use of this site with a weeks' notice period. This will be authorised by MCC and CityCo and is not to be used unless written consent has been provided to do so by both parties.

Capacity: No more than 5 fundraisers on this site.

Positioning: Lever Street, outside Byron Burger (1 Piccadilly Gardens), and opposite side of the road, between Junction of Piccadilly and Portland Street, with a split of 3 fundraisers operating on one side of the road and 2 operating on the other.

Frequency: Monday, Wednesday, and Friday.

3.2 Time and Restrictions

Fundraisers will only be permitted between the hours of 09:00am – 18:00pm in the zone allocated in accordance to the said agreement, unless otherwise specified by Manchester City Council (“MCC”).

Fundraisers must take into consideration of businesses to avoid obstructing delivery vehicles before 10:00am on all fundraising pitches.

Fundraisers must take due care of personal and public highway safety this includes the new Metrolink second city crossing tram line and additional tram stop in Exchange Square.

If fundraisers are found to be operating outside of the agreement they must reposition themselves correctly or as directed by the authorized representative from MCC, CityCo or the IoFCD.

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

Any exclusion dates (e.g specific event days) are to be announced by the Council or CityCo to the IoFCD and booked into the IoFCD’s diary management system, giving a minimum of 4 weeks’ notice to the IoFCD.

At no time should any furniture be placed on the highway at any location that would cause obstruction and disruption to traffic. This would include temporary structures displaying literature relevant to the Charity.

There may be occasions when an unscheduled event (demonstration, protest march or any unforeseen circumstances) will mean that the zone booked will be unavailable. In this event, fundraisers will be instructed to vacate the area and no alternative location will be provided (subject to relief site’s availability).

Should any “works” be required within the pitch at Market Street, Piccadilly Exchange Square and St Ann Square, the designated location will therefore be unavailable for the duration of the works and no alternative location will be provided (subject to relief site’s availability). (The definition of “works” will include statutory undertakers excavations or the development of adjacent buildings or structures), or any other work, being determined as reasonable by the City Council. The nature of statutory undertakers’ emergency works will mean that little or no notice will be available about a site becoming unavailable at times.

3.3 Other Conditions

Fundraising Organisations must be able to provide full details of all those collecting on their behalf within a given area, including name, address, telephone number, the area to be covered and the exact period during which the fundraisers are authorised to collect.

Fundraisers must ensure that they wear appropriate clothing, which includes ensuring any provided clothing showing the name of the Fundraising Organisation is visible.

Fundraisers will co-operate with any reasonable enquiries being made and must show official identification permit when requested. If they fail to do so they must leave the zone until they are able to provide this.

Fundraisers must avoid causing obstruction, congestion and nuisance to the public and 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.

Fundraisers will not fundraise in the Town Centre Promotional Events Spaces (**Appendix 3**) or within 3 meters of demarcated Big Issue Vendor sites (**Appendix 4**).

Fundraisers should maintain a reasonable distance (of approximately 3 meters) 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).

The IoFCD are required to liaise with Manchester Specialist Markets, Neighbourhood Compliance Team, Licensing and Out of Hours Compliance Team, and External Security Staff in advance of the Christmas market build. This is to confirm agreed pitches during the event period and ensure all staff working on the markets are briefed on the agreement.

The Fundraiser will be responsible for the reasonable cost of repair to the public realm if damage is caused by his/her event. Public Realm includes but it is not limited to highways, street furniture, bollards, turf, paving, drainage, planters and plants.

CityCo, MCC and IoFCD reserve the right to alter and amend the agreement at any time to reflect the current legislations, rules and regulations.

4. Information Required

4.1 Nominated Gatekeeper

The nominated gatekeeper for CityCo is Richard Elliott and his contact details are richard.elliott@cityco.com, 0161 838 3250 or 07912 240699. In his absence all enquiries should be made to alex.king@cityco.com or 0161 838 3250.

4.2 Required Information

The IoFCD 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:

Premises Licensing

MCC Licensing Manager: Fraser Swift

premises.licensing@manchester.gov.uk

0161 234 5004

Licensing Unit Manager: Danielle Doyle

d.doyle@manchester.gov.uk

0161 234 4962

Public Realm

publicrealm@manchester.gov.uk

MCC Neighbourhood Compliance Team
The Licensing and Out of Hours Compliance Team

Team Manager Strategic Leads: Andy Wilson

a.wilson@manchester.gov.uk

Neighbourhood Manager City Centre, Hulme and Ardwick: Ruth Billingham

r.billingham@manchester.gov.uk

Neighbourhood Manager, Licensing & Out of Hours Compliance: Clare Myatt

c.myatt@manchester.gov.uk

Neighbourhood Team Lead: Lee Isherwood

l.isherwood1@manchester.gov.uk

Neighbourhood Team Lead: Rachel Chappell

r.chappell@manchester.gov.uk

Neighbourhood Team Lead: Robert Mason

r.mason@manchester.gov.uk

Neighbourhood Team Lead: Ben Moran

ben.moran@manchester.gov.uk

Manchester Market

Manchester Specialist Market Manager: Dale Maybury

d.maybury@manchester.gov.uk

CityCo

CityCo Partnership Director: Alexandra King

alex.king@cityco.com

CityCo BID Manager: Phil Schulze

Phil.schulze@cityco.com

CityCo Operation Team:

Jessica Cox

jessica.cox@cityco.com

Sophie Johnson

Sophie.johnson@cityco.com

Operational Team

operations@cityco.com

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 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. The IoFCD will provide CityCo and MCC with the results of any complaints made to them, including any actions taken and the number of penalty points if issued. The MCC 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

CityCo and MCC agree 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, the Rule Books, and Site Management Agreements. The IoFCD 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 IoFCD's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.



MANCHESTER CITY COUNCIL



Signed For and On Behalf Of Institute of Fundraising Compliance Directorate:

N. Henry

Print Name:

NICK HENRY

Job Title:

HEAD OF STANDARDS

Date:

17/7/2019

Signed For and On Behalf Of CityCo:

Alex King

Print Name:

Alex King

Job Title:

CityCo Partnership Director

Date:

15/7/2019

Signed For and On Behalf Of Manchester City Council:

Andy Wilson

Print Name:

ANDY WILSON

Job Title:

STRATEGIC LEAD - NEIGHBOURHOODS

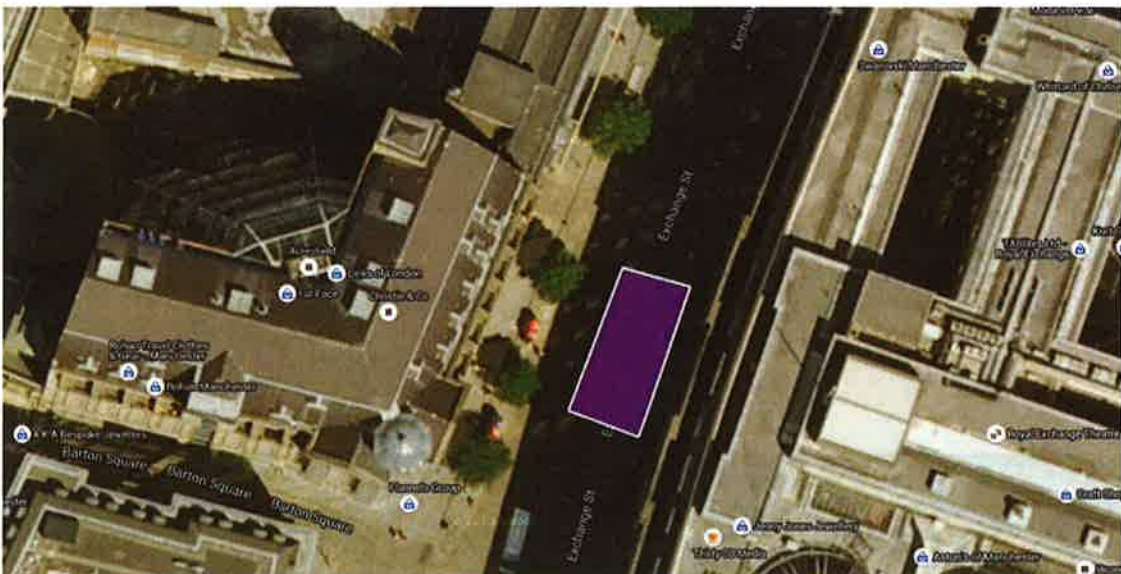
Date:

1/7/19

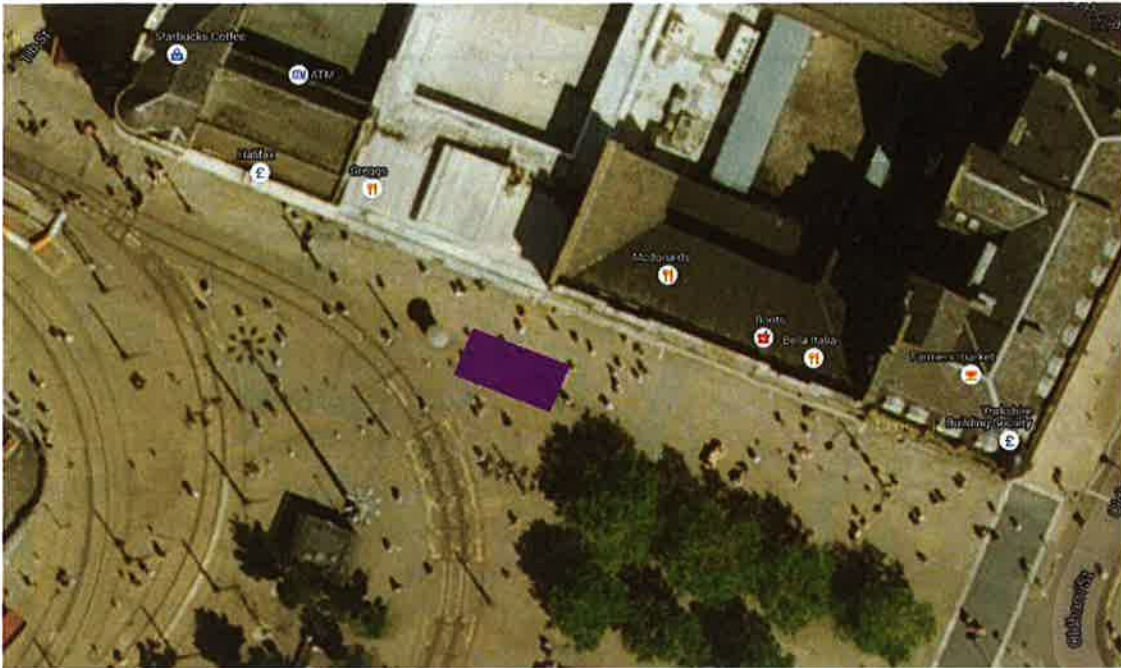
Zone B: Corporation Street



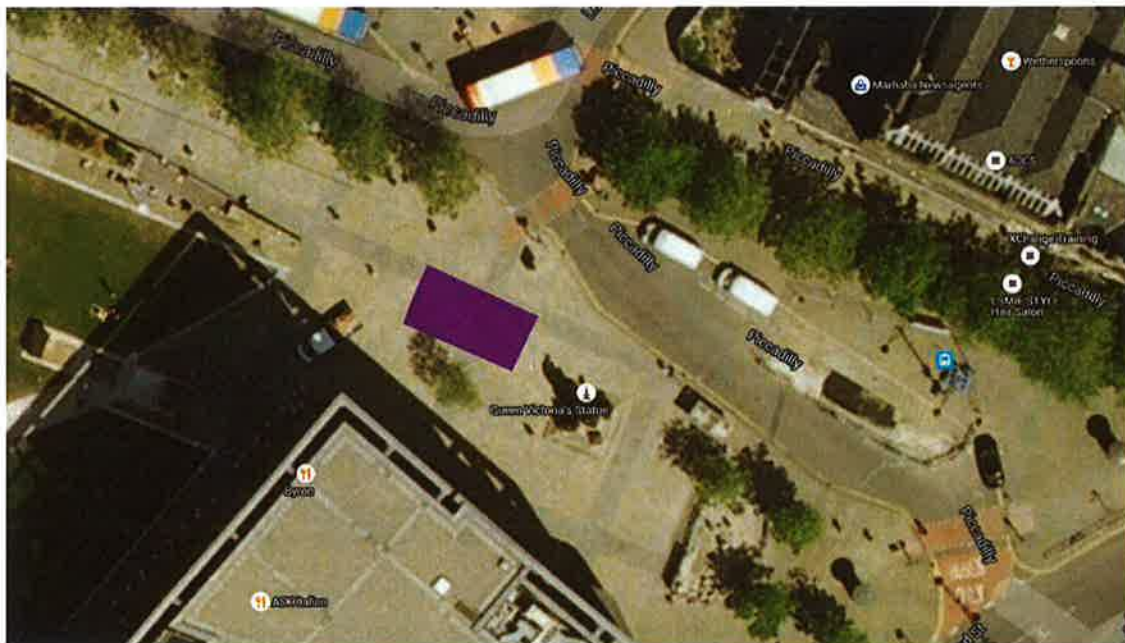
Zone C: St Ann's Square



Zone D: Piccadilly Gardens



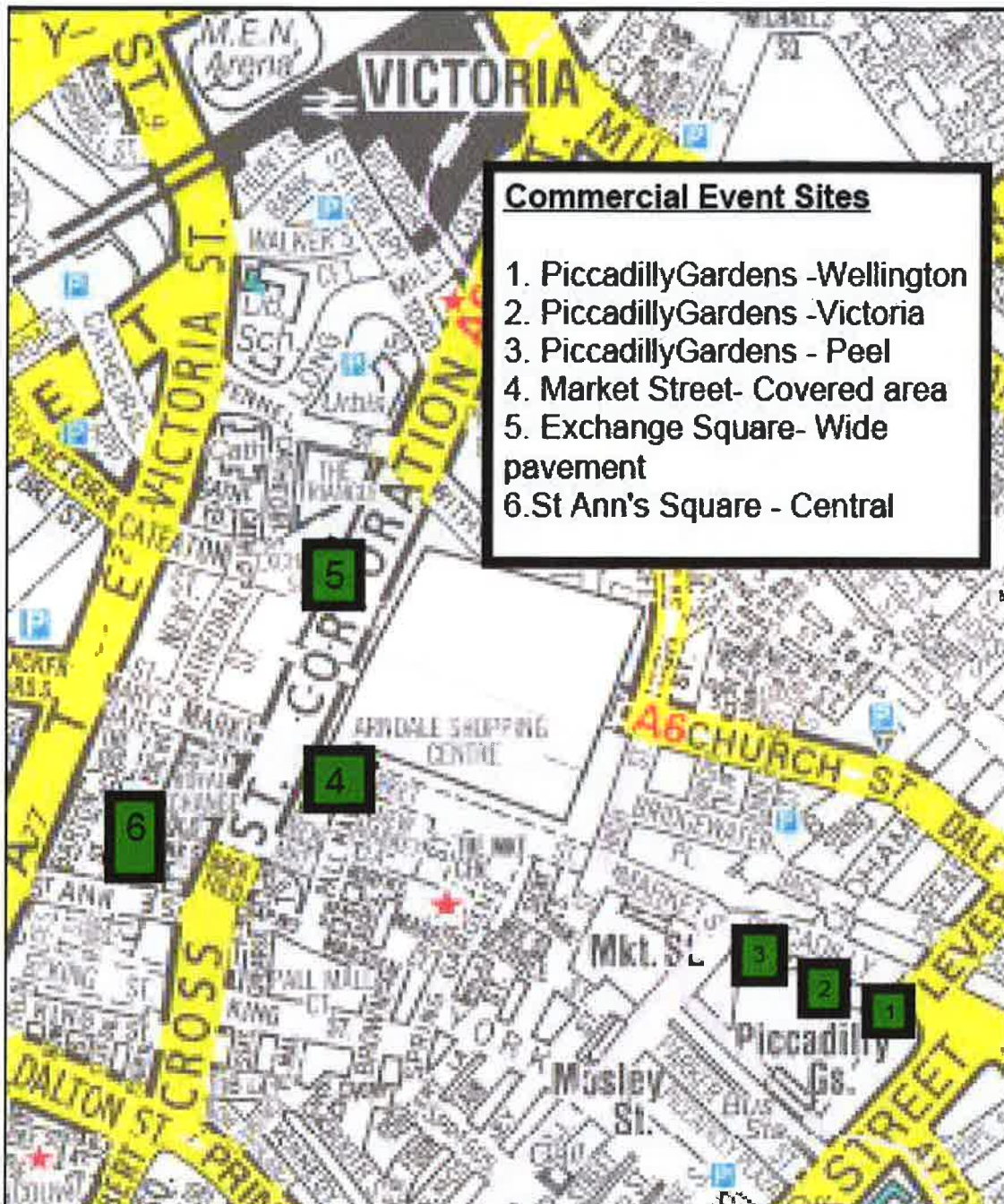
Relief Site Only: (Still requires MCC events approval)



Online Map available:

<https://drive.google.com/open?id=14tiDRhxsxmeasxSPu5-2qggSzM8&usp=sharing>

Appendix 2: Town Centre Promotional Events Spaces



Online Map available:

<https://drive.google.com/open?id=14tjDRhxsxmeasxSPu5-2qggSzM8&usp=sharing>

Appendix 4 - 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.

Appendix 5 – Update Disclaimer

Following the reviewed of Fundraising Self-regulation conducted by Sir Stuart Etherington and the Public Administration and Constitutional Affairs Committee (PACAC) with regards to the fundraising regulations. The comments and recommendations made within the September 2015 report of *Regulating Fundraising For the Future, Trust in Charities, confidence in fundraising regulation* have shaken the structure of Public Fund Raising Association (“PFRA”), Institute of Fundraising (“IOF”) and Fundraising Standard Board (“FRSB”).

As a result of the report, on 7th July 2016 Fundraiser Regulator (“FR”) has taken on the PFRA Rulebooks for Face-to-Face Fundraising and the IoF Fundraising Code of Practice (“COP”). On 1st September 2016 the PFRA merged with the IoF and became the IoF Compliance Directorate (“IoFCD”).

In order to reflect the spirit of the fundraising protocol to respect, safeguard and inform the public, Cityco have reviewed and updated the said agreement to coincide with the updated COP, rules and legislations for the purpose to uphold the fundraiser’s objectives to protect public interests as well as ensuring that the rules, COP and legislations are being carried out by the fundraisers.

Cityco, MCC and IoFCD reserve the right to change, alter and update the IoFCD agreement to reflect the current legislations, rules and regulations.

Appendix 6 – Sections of the COP and Legal Appendices

Full online version is available on links below:

COP:

<http://www.fundraisingregulator.org.uk/code-of-fundraising-practice/> code-of-fundraising-practice/

Legal Appendices:

<http://www.fundraisingregulator.org.uk/code-of-fundraising-practice/legal-appendices/>