

Unit 11 Europoint
5-11 Lavington Street
Southwark
London SE1 0NZ



Site Management Agreement between Public Fundraising Regulatory Association (PFRA), Rugby Borough Council ("the Council") and RUGBY First

The purpose and spirit of this Site Management Agreement (SMA) is to facilitate face-to-face fundraising in a given location or locations and provide balance between the right of the charity or not-for-profit organisation to fundraise and the right of the public to go about their business without an impression of undue inconvenience.

Once an agreement is in place it should minimise the administration for all concerned, providing just one channel for information and support, as nominated "gatekeepers" only have to deal with one organisation, the PFRA, instead of dealing with each individual charity and fundraisers organisation separately.

This agreement also recognises the right of other legitimate activities to operate on the Public Highway which includes the Market and other events and activities governed by Rugby Borough Council ("the Council"), Warwickshire County Council (the County) or authorised bodies (eg. the Police).

The PFRA continually strives to work positively with each Local Authority to develop constructive and durable relationships which benefit all parties.

Statement of Conformity

- 1) All fundraisers will abide at all times by the PFRA / Institute of Fundraising abridged code of practice.
- 2) All fundraisers will wear attire that identifies the charity they are representing.

Access Details

3) Site Locations & Delineations :

Location	"Zone"
1 – High Street / Sheep Street	A
2 – Junction of Chapel Street / Little Church Street	
3 – outside Clocktowers Shopping Centre, North St / Church St junction	
4 – outside St.Andrews Church on Church Street	B
5 – top of Regent Street / Church Street (Junction)	
6 – Church Street / Albert Street Junction	
7 – Regent Place / Regent Street Junction	C
8 – outside Clocktowers Shopping Centre along North Street	

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Eight positions in three Zones are available, as shown on the attached map. These *may* be alternated during the day depending on footfall but such redeployments are *not* obligatory. **Please note clearly** that Site One [1] is specifically intended to accommodate *only one* FR, and not two as may be implied from the two 'smileys' indicated.

Zones "A" & "B" are the standard operating Zones. Zone "C" is usually intended as a 'contingency' Zone. However on Market Days (Mondays, Fridays and the last Thursday in the month) Zone "A" becomes *unavailable*, and only Zones "B" and / or "C" may be operated.

In any event there may not be more than two fundraisers operating in any Zone at any one time.

4) Team Size(s) :

Maximum of four fundraisers and one non-fundraising team leader. If the Team Leader is fundraising then a maximum of four persons in total.

5) Positioning:

Each individual fundraiser to be at least 20 metres from the next fundraiser as shown on the attached Plan points 1-8.

No fundraising may commence without the Team Leader having previously identified themselves to the **Rugby First** Office via telephone (01788 572150) to arrange to be met at the Clock Tower in Market Place, whereupon they will be chaperoned by a nominated Ranger who will indicate the approved Sites / Zones and advise on placement and footfall (if for any reason contact cannot be established with the **Rugby First** Office TLs may identify themselves to the first visible Ranger on duty).

Fundraisers shall be positioned in such a way to offer an adequate comfort zone to those members of the public who do not wish to engage and shall endeavour at all times not to become an obstruction to any member of the public. In any event there shall be no fundraiser within 3 metres of any shop entrance or cashpoint or of any market trader's stall. A reasonable distance of 3 metres must be maintained between fund raisers and all other legitimate activities (eg buskers, newspaper stands, market stalls, street traders, promotional activities and market research)

Where fundraisers are found to be working outside of the agreed zones they must comply immediately upon being challenged by the Council's officers or Rugby First's representatives, and reposition themselves correctly or as reasonably directed. Failure to do so may result in future fundraising visits being suspended for a pre-agreed duration. All Ranger interventions will be channelled via the nominated Ranger to the Team Leader who will be responsible for ensuring subsequent compliance. Any interventions of any kind will only be undertaken according to **Rugby First's** existing engagement protocols which require prior authorisation with 'head office' via radio / CCTV.

6) Only one organisation per day will be permitted

7) Frequency of Visits :

Visits to Rugby will be restricted to a maximum of 4 visits per week, Monday to Friday. No visits shall take place on Saturdays or Sundays.

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On Market days (Mondays, Fridays, and the last Thursday in the month) visits to Rugby will be restricted to the contingency/relief sites ONLY (shown as sites 4,5,6,7 and 8 on the attached Plan.

8) Exclusion Dates are to be announced by the nominated "gatekeepers" – the Council's Licensing Officer or the **Rugby First** representative (Special Promotions Days, etc. in advance) and must be pre-booked as part of the PFRA Diary Management System. Where a potential clash emerges the principal of "first booked" shall prevail unless impractical to do so (eg crisis appeal, public demonstration).

In the event of unexpected clashes between fundraising activities and other events (emergency, health and safety of public, construction or other priority statutory use of the highway, the Council and/or **Rugby First** will direct fundraisers to a contingency/relief site/zone for the duration of such priority uses.

Information Required

9) Nominated Gatekeepers

The nominated gatekeeper for the Council is the Licensing Officer, **Sarah Harratt** or in her absence, another member of the Licensing Team

e-mail sarah.harrat@rugby.gov.uk

telephone number 01788 533884

and the nominated Gatekeeper for **Rugby First** is **Julie Fairgrieve**

e-mail info@rugbyfirst.org

telephone number 01788 572150

10) Required Information

Paul MacMillian-Gutierrez at PFRA Head Office in London will maintain and manage the diary schedule.

Copies of the diary are to be made available to the nominated gatekeepers at the Council and **Rugby First**

and Diary / Schedule Information will also provide:

Contact details for PFO

Charity being fundraised for

Copies of Public Liability Insurance

Working Together

11) The Council and **Rugby First** agree to work with the PFRA to publicize information regarding the SMA including explanations on what face-to-face is, the PFRA Code of Practice, facts about Direct Debit security, and how persons with concerns may make official complaints (see also "13" below). Specifically the "gatekeepers" undertake to ensure that all relevant 'stakeholders' whether within the local authority / Town Centre Management / business consultation organisations or elsewhere are fully informed (and involved where relevant).

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12) The PFRA will inform the Council and **Rugby First** of any complaints it receives concerning fundraising practice and conversely any feedback or complaints received by the Council or **Rugby First** or involved 'stakeholders' will be forwarded to the PFRA. The PFRA will take appropriate action to report the complaints made to the charity being promoted and shall deal with the complaint appropriately and effectively in order to resolve the situation as far as possible. The PFRA shall keep the gatekeepers informed of the action taken and the resolution achieved.

The PFRA will also inform the Council and **Rugby First** of any complaints it receives concerning Ranger behaviours and practices.

In both cases (i.e. of complaints about FRs or about Rangers) complaints will only be deemed valid if they are conveyed promptly (in 'real-time') and accurately; and any matter so referred will only be classified as a "complaint" where it can be shown to represent a clear or potential breach of either the IoF Code or Rugby Ranger protocols.

13) The PFRA will police member organisations, through a programme of random spot-checks, to ensure fundraisers' adherence to the code of practice and this Site Agreement.

14) This SMA will be for a trial period of 6 months from 1st April 2009 to 30th September 2009 during which time it will be reviewed. If it is agreed to continue beyond the initial 6 month period then the SMA shall be reviewed once every 12 months. The SMA can be terminated by any of the parties serving 3 months written notice on the other parties unless

- a) a party commits a serious breach of any of its obligations under the SMA
- b) becomes bankrupt, insolvent or goes into receivership or liquidation or
- c) offers or gives or agrees to give to any person any gift, or consideration of any kind as an inducement or reward to do anything in relation to the obtaining of this SMA or any other contract with the Council or commits any offence under the prevention of Corruption Act 1889 to 1916 or s117(2) of the Local Government Act 1972

in which case then in such circumstances the other parties may terminate the SMA by notice in writing having immediate effect.

Signed For and On Behalf Of PFRA:

Mick Aldridge, CEO

Dated:

20th March 2009

Signed For and on Behalf of Rugby
Borough Council

Dated:

50/09 6/4/09

Signed For and On Behalf Of
Rugby First:

Dated:

50 1/4/09

50

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Appendix 1

CODE OF PRACTICE

- 1 We always tell potential donors clearly that we are paid to speak with them, and that we are not volunteers - if this is the case - and we explain the basis on which we are paid.
- 2 We always carry and display ID so that any potential donor can verify who we are, whom we are working for and on whose behalf we are fundraising.
- 3 We always represent our charity or Not for Profit Organisation (NPO) at the time, in the place, and in the manner that has been previously agreed both with the charity / NPO and with the relevant site owner or Local Authority, and as directed by our team leader or other responsible agency personnel.
- 4 We always explain to a donor how the Charity or NPO will communicate with them after subscribing, and if they are likely to receive a follow up phone call we inform them of this.
- 5 We always ensure that forms with personal details provided by donors are handled at all stages in a secure manner.
- 6 We always end a conversation in a polite and respectful manner as soon as we are asked to.
- 7 We always ensure, wherever possible, that if a member of the public has a complaint, a full and accurate record of the complaint and the complainant's contact details are taken so that action can be taken promptly and appropriately. We will also offer the complainant contact details for a person in authority who can respond to their concerns.
- 8 We never say or do anything that could pressurise or harass people and we do not use manipulative techniques.
- 9 We never confuse or mislead the public and we never say, do or display anything for which we have not been given permission by the charity or NPO
- 10 We never behave whilst on duty in any way that might bring the charity / NPO or our employer into disrepute.

