

# Site Management Agreement between Public Fundraising Regulatory Association ("PFRA") and Sandwell Metropolitan Borough Council ("Council")

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate face-to-face fundraising in West Bromwich town centre and provide balance between the rights of charities or 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 legally binding contract.

Once the SMA 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 fundraising organisation separately.

## Statement of Conformity

- 1) All fundraisers will abide at all times by the Institute of Fundraising Face-to-Face Activity Code of Fundraising Practice, the PFRA / Institute of Fundraising abridged code of practice (Appendix 1), and any rules promulgated by the PFRA from time to time.

## Access Details

### Sites and team sizes

- 1) Sites may be used as follows, as shown in the map at Appendix 2:

#### High Street, West Bromwich:

Pedestrianised area, excluding the area between the entrances to the shopping centres  
Capacity: maximum of 5 fundraisers (including a team leader who must be identified). Fundraisers are to be spaced out along the High St, with not more than 3 working either side of the area between the entrances to the shopping centres.

- 2) Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Local Authority Officers and reposition themselves correctly or as directed on-site. Failure to do so may result in the imposition of penalties or sanctions according to rules promulgated by the PFRA.
- 3) Only one charity will be represented on any one day.

### Frequency

- 4) Fundraising will only be permitted on Mondays, Wednesdays, and Thursdays, between the hours of 9am and 7pm, unless otherwise specified.
- 5) Exclusion Dates etc are to be announced by the Council (e.g specific event days) and must be pre booked as part of the PFRA Diary Management System. Any exclusion dates to give a minimum of 4 weeks notice to the PFRA from date of diary delivery.

### Other Conditions

- 6) 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 and should endeavour at all times not to impede the egress of any member of the public. 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.
- 7) Fundraisers are at no point to be within 3-metres of any shop entrance or, where permitted, within 6-metres of the frontage of any licensed market/street trader. Every effort must be expended to maintain a reasonable distance of at least 3-metres between fundraisers and any other legitimate street activities (e.g. Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).
- 8) All fundraisers must wear official tabards or other official distinctive clothing to enable shoppers and other pedestrians to identify them from a distance. All fundraisers must wear official identity cards clearly visible on the upper body with personal details and photograph of the fundraiser in accordance with the activity being undertaken at the time.

### **Information Required**

#### Nominated Gatekeeper

- 1) The nominated gatekeeper for the Council is Alan Tolley, Senior Licensing Officer ([Licensing\\_Team@sandwell.gov.uk](mailto:Licensing_Team@sandwell.gov.uk), 0121 569 6744). In his absence all enquiries should be made to Sarah Brookes, Licensing Officer ([Licensing\\_Team@sandwell.gov.uk](mailto:Licensing_Team@sandwell.gov.uk), 0121 569 6743).

#### 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. The diary of planned activity will be reported every four weeks, on a Friday. It will cover planned activity beginning a week from the following Monday.
- 3) Copies of the diary are to be made available to:  
  
Alan Tolley, Senior Licensing Officer, Sandwell MBC  
email: [Licensing\\_Team@Sandwell.gov.uk](mailto:Licensing_Team@Sandwell.gov.uk)  
  
Sarah Brookes, Licensing Officer, Sandwell MBC  
email: [Licensing\\_Team@Sandwell.gov.uk](mailto:Licensing_Team@Sandwell.gov.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/her successor of the detail of this SMA, the relationship with the PFRA, arrangements for the regulation of face-to-face fundraising, and provide the PFRA with contact details for the successor.

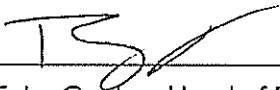
## Complaint Management

- 1) The Council will provide real time notification of individual complaints. Where the charity or collection agencies themselves receive complaints it is expected that they will provide information to the PFRA including information about the identities of any individual collector the subject of a complaint and of the action taken (if any) by the charity or collection agency.

## Working Together

- 1) The Council agrees to work with the PFRA to raise awareness regarding this site management scheme, including explanations on what face-to-face fundraising is, the PFRA, the Code of Practice, and facts about Direct Debit (Appendix 3).
- 2) The PFRA will monitor member organisations, through a programme of random spot-checks and other mechanisms, to ensure fundraisers' adherence to the code of practice and this SMA, from time to time.
- 3) The Council will be notified of the results of any spot checks carried out.
- 4) 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 SMA at any time by giving 3 months' notice in writing.
- 5) Depending on when this SMA is signed, in relation to the PFRA's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the SMA can be fully implemented.

Signed For and On Behalf Of PFRA:

  
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Dr Toby Ganley, Head of Policy

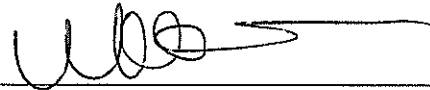
Date:

16.01.13  
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Dedicated to Quality, Integrity and Transparency in Public Fundraising  
Unit 11 Europoint, 5-11 Lavington Street, Southwark, London SE1 0NZ  
[www.pfra.org.uk](http://www.pfra.org.uk)

Signed For and On Behalf Of The Council:

  
\_\_\_\_\_

Print name:

KERRY BOLISTER  
\_\_\_\_\_

Job title:

AREA DIRECTOR- HOMES & COMMUNITIES  
\_\_\_\_\_

Dated:

19-02-13  
\_\_\_\_\_



Homes and Communities  
Trading Standards and Licensing  
Unit 33 Coneygree Road, Tipton, DY4 8XR

## **Appendix 1 – Abridged 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.

## Appendix 2

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



## **Appendix 3**

### **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.