

# Site Management Agreement

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Between Institute of Fundraising  
Compliance Directorate and Newcastle-  
under-Lyme Council

# 1 Purpose

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Newcastle-under-Lyme 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 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:

#### **Iron Market:**

Between numbers 9 - 12 & 24 Iron Market

Capacity: maximum of 4 fundraisers

Positioning: fundraisers to be spread out along the length of the site

Frequency: Tuesdays and Thursdays

#### **High Street:**

Zone 1 between numbers 35 & 41 High Street

Capacity: maximum of 2 fundraisers

Zone 2 between 2 - 3 Lancaster Building & 5 Lancaster Building on High Street

Capacity: maximum of 2 fundraisers

Positioning: fundraisers to be spread out along the length of the site

Frequency: Tuesdays and Thursdays

Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Newcastle-under-Lyme Borough Council Delegated Officers and the Newcastle-under-Lyme Business Improvement Districts Manager and Ambassadors and reposition themselves correctly or as directed on-site.

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

Fundraising will only be permitted between the hours of 9am and 7pm, unless otherwise specified.

Any exclusion dates (e.g specific event days) are to be notified by the council to the IoFCD to be booked into the IoFCD's diary management system, giving a minimum of 4 weeks' notice to the IoFCD from date of diary delivery.

### **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 3 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 Newcastle-under-Lyme Borough Council is Trevor Smith and his contact details are [trevor.smith@newcastle-staffs.gov.uk](mailto:trevor.smith@newcastle-staffs.gov.uk). In his absence all enquiries should be made to Newcastle-under-Lyme Borough Councils Partnerships Team on 01782 717717.

### **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:

Trevor Smith

Partnerships Interventions Officer, Newcastle-under-Lyme Borough Council

[trevor.smith@newcastle-staffs.gov.uk](mailto:trevor.smith@newcastle-staffs.gov.uk)

Newcastle-under-Lyme Borough Council Licensing Team

internal licensing email address (access allowed for partnerships team in progress)

Newcastle-under-Lyme Business Improvement District

[ambassadors@visitnewcastleunderlyme.co.uk](mailto:ambassadors@visitnewcastleunderlyme.co.uk)

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 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 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

Newcastle-under-Lyme Borough Council 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.

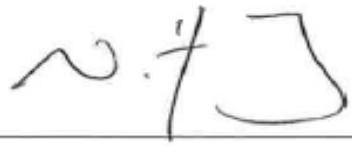
The IoFCD monitors member organisations, through a programme of random spot-checks, responding to complaints, and other mechanisms, to ensure fundraisers' adherence to the Code of Fundraising Practice, the Rule Books, and Site Management Agreements. The IoFCD can give appropriate penalties or sanctions to those not abiding by the rules.

This SMA 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 Institute of  
Fundraising Compliance Directorate:

Print name:



NICK HENRY

Job title:

HEAD OF STANDARDS

Date:

12/6/17

Signed For and On Behalf Of Newcastle-  
under-Lyme Borough Council



Print name:

Trevor SMITH

Job title:

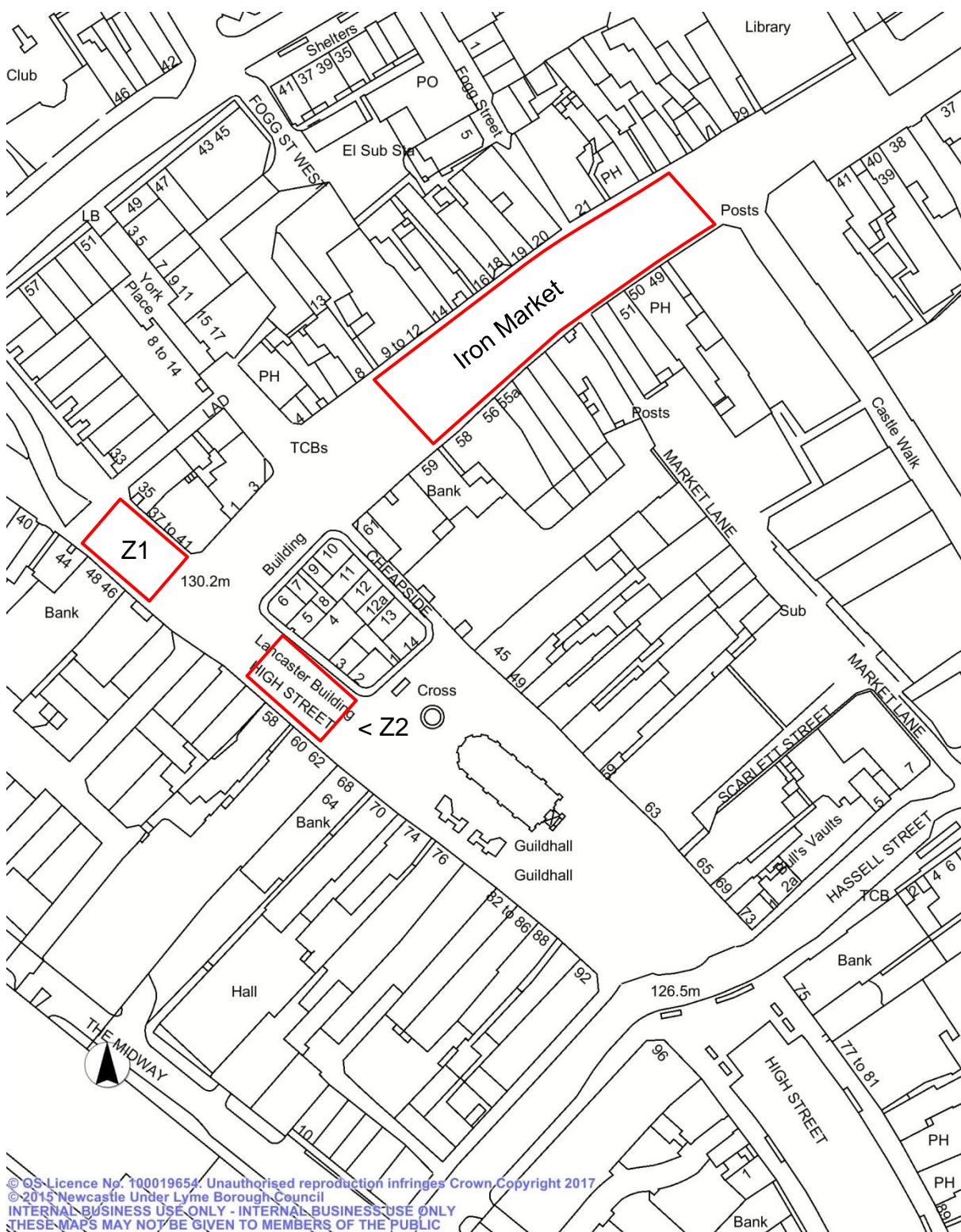
Partnerships Intervention Officer

Date:

07/06/2017

# 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.