

REPORT OF THE DEPUTY CHIEF EXECUTIVE

REGULATORY COMMITTEE – 24 JUNE 2013

HOUSE TO HOUSE COLLECTIONS ACT 1939

APPLICATION FOR THE GRANT OF A HOUSE TO HOUSE COLLECTION PERMIT

AUDOSTA LTD

1.0 PURPOSE OF THE REPORT

- 1.1 To request the Committee to consider an application for grant of a house to house collection permit made by Audosta Ltd.

2.0 DESCRIPTION OF DECISION (RECOMMENDATION)

- 2.1 The Committee is recommended to consider an application for a house to house collection permit to enable the undertaking of house to house collections throughout the City.

3.0 INTRODUCTION/BACKGROUND

- 3.1 An application has been received from Audosta Ltd to carry out a house to house collection on behalf of Woodlands Cancer Care in all parts of the Council's area from 1 March 2013 until 28 February 2014 (a copy of the application is attached as Appendix A). The applicant states that they propose to collect second hand clothes, which would then be sold. Information supplied on the application form indicates that for every tonne of clothing collected at least £642 of the proceeds will go to Audosta Ltd and £50 will go to Woodlands Cancer Care. The applicant did not state what proportion of the proceeds of the collections will go to the charity. It appears in so far as can be ascertained that the charity will receive approximately 7% of the proceeds of the collection.

4.0 CURRENT POSITION

- 4.1 Audosta Ltd have stated that they have previously been refused collection permits by other Councils. A list of the Councils which have refused the applicant together with the reasons why is included within their application form at Appendix A.
- 4.2 On 3 September 2012 the Committee refused an application received from Audosta Ltd for a house to house collection on behalf of Children's Hearts on the grounds that it appeared that the total amount given to charitable purposes would be inadequate in proportion to the value of the collection (a copy of the report is attached as Appendix B).

- 4.3 The Director of Audosta Ltd., Audrius Stasiulevicius was due to appear before the Committee on 25 February 2013 but submitted an email explaining that he was unable to attend on this date. The Committee agreed that the application be deferred.
- 4.4 The Director of Audosta Ltd., Audrius Stasiulevicius instructed Bryan Cooper of SIS Global (a company appointed by Audosta Ltd carry out investigations into allegations of bogus and illegal activities) to attend the meeting on 20 May 2013. However, Mr Cooper advised that he was unable to attend on this date. The Committee agreed that the application be deferred in order to allow Mr Cooper to attend.
- 4.5 Mr Bryan Cooper of SIS Global has been requested to appear before the Committee.
- 4.6 Mr Cooper has forwarded to the Licensing Section a copy of a report which was considered by Cardiff Council on 9 April 2013 advising them of the decision by the Secretary of State to overturn their previous decisions to refuse two applications for house to house collections where they had decided that the total amount of the proceeds to be applied for charitable purposes was inadequate in proportion to the value of the proceeds likely to be received. For the Committee's information, the percentages of the proceeds to be applied for charitable purposes were 6.4% and 8.9% respectively (a copy of the report is attached as Appendix C).

5.0 REASONS FOR THE DECISION

- 5.1 Under the House to House Collections Act 1939 a house to house collection permit may be issued to an organisation for a period not exceeding twelve months. However the Council may refuse to grant a licence if it appears to the Council that:
- the total amount likely to applied for charitable purposes as a result of the collection is inadequate in proportion to the value of the proceeds likely to be received; or
 - that remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person.
- 5.2 As it appears that the total amount applied for charitable purposes as a result of the collection could be perceived to be inadequate in proportion to the value of the proceeds received the matter is referred to the Committee for consideration.

6.0 ALTERNATIVE OPTIONS

- 6.1 None submitted.

7.0 RELEVANT CONSIDERATIONS

- 7.1 Should the Committee refuse the application there is a statutory right of appeal to the Secretary of State.

8.0 GLOSSARY

- 8.1 None.

9.0 LIST OF APPENDICIES

- 9.1 Appendix A - Application form for a House to House Collection permit
9.2 Appendix B – Copy of a report considered by the Committee on 3 September 2012.
9.3 Appendix C – Copy of a report considered by Cardiff Council on 9 April 2013.

10.0 BACKGROUND PAPERS

- 10.1 None.

Appendix A

HOUSE TO HOUSE COLLECTION ACT 1939

APPLICATION FOR HOUSE TO HOUSE COLLECTION PERMIT

In pursuance of section 2 of the House to House Collection Act, 1939, I hereby apply for a licence authorising me to promote the collection of which particulars are given below.

Applications will not be processed if all questions are not completed.

1. Organisation Details

Name of Organisation WOODLANDS CANCER CARE
Address 21 Stainton Rd, Billingham, TS22 5HX

Tel. No. 08000284463

Registered Charity Number 1084428

Has the organisation ever been known by any other name **YES/NO**

If yes, give Details.....

2. Applicant Details AUDOSTA LTD (commercial participant)

Surname..... Forename(s).....

Home Address 3 BROAD ST Daytime Tel No. 0163 323 5920
NEWPORT
NP20 2DQ

Date of Birth.....

Has the applicant been, or is the applicant also to be the promoter of a collection on behalf of any other organisation? **YES/NO**

If Yes, give details Audosta Ltd is a commercial participant working in partnership with charities (Children's Hearts, Kids Out UK, Margaret Green Animal Rescue and Woodlands Cancer Care) to collect used clothing all over the UK.



Are you acting in the capacity of a Professional Fundraiser or Commercial Participator (as defined by the Charities Act 1992)? YES/NO

If yes you are required to comply with the provisions of the Charities Act 1992 in relation to the control of fundraising for charitable institutions – further information should be obtained from the Charity Commission.

3. Particulars of charitable purposes

What is the purpose of the collection and how will the proceeds of the collection be applied?

Support for cancer sufferers and their families

You should enclose with this form the following:

- a) List of Trustees. ✓
- b) Previous Years accounts. ✓
- c) Particulars of any contracts with any charity which is to benefit from this collection. ✓
- d) Literature on organisation(s) who will benefit from this collection. ✓

4. Collection details

State:

Where it is proposed that the collection will be held? ALL CITY

During what period of the year is it proposed that the collection should be made? Give three dates (in order of preference).

- 1. 01 MAR '13 - 28 FEB '14
- 2. 01 MAR '13 - 01 SEP '13
- 3. 01 MAR '13 - 01 APR '13

Is it proposed to collect money? NO

YES/NO

Is it proposed to sell articles?

YES/NO

If yes

- a) of what nature?.....
- b) at what price?.....

It is proposed to collect used clothing and sell it. 2/4

* £50 (per tonne collected) goes to the charity.
 * £45 (per 1000) cost of bags
 £192 (per tonne collected) Head Office Overheads
 £450 (per tonne collected) cost of collector. It includes costs of petrol, telecommunications, technical maintenance and etc.)

5. Collector Details

How many collectors will be authorised to collect? *One*

What proportion of the proceeds of the collection is to be applied for the purposes given in section 3 above? *

If less than 100%, give full details of how the remainder is to be applied.

6. Application to other Local Authorities

Are you making an application on behalf of the above or any other organisation for a collecting permit in any other area? **YES/NO**

If yes,

a) To what authority? *Please see attached list*

b) Is any other person on behalf of the above organisation, in any other area making an application for a collecting permit. **YES/NO**

7. Refusal of Permits of offences

a) Has the applicant or to the knowledge of the applicant, anyone associated with the collection, been refused a licence in respect of any charitable collection, had a permit or order evoked, or has anyone connected with the organisation any convictions for dishonesty offences? **YES/NO**

b) Is there or has there been any Police or Charity Commission inquiry into any person connected to the organisation or the organisation itself.

If yes to either a) or b) give details.....

a) Please see attached list
b) No

8. Certification of accounts

Name and address of Accountant who will be auditing the statement

Terrence Kidd All Square Accounting Ltd
22 Lawender Way, Rogerstone Newport
NP10 9BA

Qualification of Accountant (The Accountant must be either a member of the Institute of Chartered Accountants or a Member of the Association of Certified Accountants)

Supplying book, keeping and accounting services to
AUDOSTA LTD

9. WAR CHARITIES

If the collection is for a War Charity state has the charity been registered or exempted from registration under the War Charities Act 1940.

YES/NO

Give the name of the registration authority.....

Date of registration or exemption.....

I hereby authorise Sunderland City Council to duplicate to other parties any documentation attached to this application form or any documentation received relating to any fund-raising activity on behalf of this or any other organisation to which the applicant is connected.

Signed *[Signature]* - on behalf of company..... Dated *18.01.2013*.....

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share the information with other bodies responsible for auditing or administering public funds for these purposes.



Woodlands Cancer Care

Making a Difference

PLEASE DONATE YOUR UNWANTED CLOTHES

Bringing comfort and support to cancer sufferers and their families

If you have any queries, please contact the clothing collection helpline on:

0844 549 9555*

Helpline open from 10am - 3pm

www.woodlandscancercare.org.uk

Charity Registration No: 1084421

No donation is too small. Thanks for your support

*Calls cost 5p per minute from a BT landline. Mobiles and other networks may vary

Here in the UK, the biggest debilitating illness is cancer.
 One in three people will experience cancer during their lifetime.
 This puts incredible strain on the resources of the NHS and they can only do so much.

Please help us by donating:

✓ Ladies, men's and children's clothes	✓ Bath and hand towels	✓ Paired shoes and footwear	✓ Jewellery and accessories
✓ Bedding and household linen	✓ Belts and handbags	✓ Soft toys and unwanted gifts	✗ No bra-a-brac or books please

Woodlands Cancer Care

Making a Difference

We will collect your donations from 8am on

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

No donation is too small. Thanks for your support

The distribution and collection of bags is operated by the commercial participator Audosta Ltd. By donating you will help us raise half million pounds for the charities. Audosta supports Woodlands Cancer Care with a guarantee to donate to them a minimum of £50 per t of goods collected on their behalf. All collection agents carry photo ID and will provide them on request. Agents cannot accept cash donations. If you wish to donate cash please see details on the charity website. For further information please email: info@audosta.co.uk

Charity Commission

The regulator for charities in England and Wales

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1084428 -

WOODLANDS CANCER CARE LIMITED

DUE DOCUMENTS RECEIVED

Accounts for 31 May 2011:

Not Required

Annual Update for 31 May 2011:
received 17 May 2012

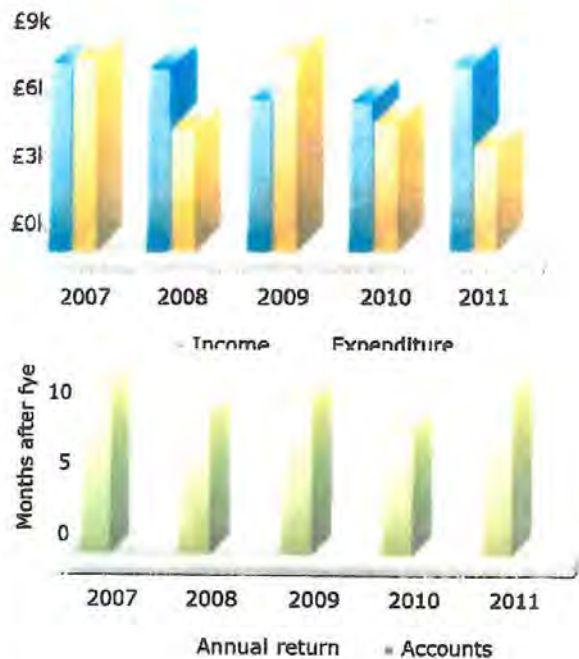
Activities

SUPPORTS CANCER
SUFFERERS AND THEIR

Where it operates

THROUGHOUT ENGLAND
AND WALES

Financial history



Financial summary

Financial year end (FYE)	Income	Spending	Accounts received	Annual Return/Annual Update received
31 May 2011	£8,184	£4,596	Not Required	17 May 2012 **
31 May 2010	£6,586	£5,695	Not Required	10 Feb 2011 **
31 May 2009	£6,715	£8,714	Not Required	21 Apr 2010 **
31 May 2008	£8,092	£5,445	Not Required	12 Mar 2009 **
31 May 2007	£8,348	£8,552	Not Required	15 May 2008 **

** Annual Update received - charity below Annual Return £10,000 threshold for this financial year

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**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE**

COMPANY REGISTRATION NUMBER 3773687

TRUSTEES ANNUAL REPORT

YEAR ENDED 31 MAY 2010

The trustees, who are also directors for the purposes of company law, have pleasure in presenting their report and the unaudited financial statements of the charity for the year ended 31 May 2010.

REFERENCE AND ADMINISTRATIVE DETAILS

Registered charity name	Woodlands Cancer Care Limited
Charity registration number	1064428
Company registration number	3773687
Principal office	21 Skipton Road Billingham TS22 5HX
Registered office	21 Skipton Road Billingham Cleveland TS22 5HX

THE TRUSTEES

The trustees who served the company during the period were as follows:-

Mrs J Wilson
Mrs J Robinson
Mrs J Robinson
Mr B Lawrence
Mrs L Lawrence
Mrs J Wilson

Secretary

Mrs J Wilson

Mrs J Wilson

STRUCTURE, GOVERNANCE AND MANAGEMENT

The Charity conducts its activities in accordance with its governing document.

The Charity being a company limited by guarantee is managed by the Board of Trustees who are responsible for ensuring that the Charity abides by its governing document.

Trustees are appointed according to the terms and conditions of the governing document.

OBJECTIVES AND ACTIVITIES

The Charity's main priority is to raise funds to provide cancer sufferers and their families assistance in a financial or other manner which will ease the burden of this illness.

ACHIEVEMENTS AND PERFORMANCE

The Charity continues to provide support to cancer sufferers through its on-going activities. Grants awarded by the Charity totalled £1,561 in the year under review. Given the difficulties encountered in its fund raising activities the Trustees are satisfied that the Charity has met its performance expectations for the year.

**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE
UNAUDITED FINANCIAL STATEMENTS**

31 MAY 2010

Charity Number 1064428

HOWARD M. BEDFORD & CO.

Chartered Accountants

1st Floor

27 Norton Road

Stockton-on-Tees

Cleveland

TS18 2BW

WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE
STATEMENT OF FINANCIAL ACTIVITIES (INCORPORATING THE
INCOME AND EXPENDITURE ACCOUNT)

YEAR ENDED 31 MAY 2010

	Total Funds 2010	Total Funds 2009
Note	£	£
INCOMING RESOURCES		
Income from generating funds		
Voluntary income	2	6,586
		(6,715)
TOTAL INCOMING RESOURCES	6,586	(6,715)
RESOURCES EXPENDED		
Costs of generating funds:		
Fundraising trading: cost of goods sold and other costs	2	(5,400)
Government costs	4	(595)
		(5,995)
TOTAL RESOURCES EXPENDED	(5,400)	(6,715)
NET INCOMING/OUTGOING RESOURCES FOR THE YEAR/NET INCOME/EXPENDITURE FOR THE YEAR	5	(1,251)
RECONCILIATION OF FUNDS		
Total funds brought forward	760	4,315
TOTAL FUNDS CARRIED FORWARD	1,451	3,064

The Statement of Financial Activities includes all gains and losses in the year and therefore a statement of total recognised gains and losses has not been prepared.

All of the above amounts relate to continuing activities.

WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE
INDEPENDENT EXAMINER'S REPORT TO THE MEMBERS OF
WOODLANDS CANCER CARE LIMITED (continued)
YEAR ENDED 31 MAY 2010

Howard M. Profford
Independent examiner
1st Floor
27 Norton Road
Stockton on Tees
Cleveland
TA18 2BW

The notes on pages 9 to 12 form part of these financial statements.

**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE**

NOTES TO THE FINANCIAL STATEMENTS

YEAR ENDED 31 MAY 2010

1. ACCOUNTING POLICIES

Basis of accounting

The financial statements have been prepared under the historical cost convention and in accordance with applicable United Kingdom accounting standards, the Statement of Recommended Practice 'Accounting and Reporting by Charities' issued in March 2005 (SORP 2005) and the Companies Act 2006.

Cash flow statement

The trustees have taken advantage of the exemption in Financial Reporting Standard No. 1 (revised) from including a cash flow statement in the financial statements on the grounds that the company is small.

Fixed assets

All fixed assets are initially recorded at cost.

Depreciation

Depreciation is calculated so as to write off the cost or an asset, less its estimated residual value, over the useful economic life of that asset as follows:

25% S.A.

2. VOLUNTARY INCOME

	Unrestricted Funds	Total Funds
	2010	2009
£	£	£
Donations	4,586	6,586
Fund Raising	6,715	6,715

3. FUNDRAISING TRADING; COST OF GOODS SOLD AND OTHER COSTS

	Unrestricted Funds	Total Funds
	2010	2009
£	£	£
Fundraising costs	5,100	8,714

4. GOVERNANCE COSTS

	Unrestricted Funds	Total Funds
	2010	2009
£	£	£
Accountancy fees	424	424
Depreciation	171	180
	595	604

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**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE**

BALANCE SHEET

31 MAY 2010

	Note	2010	2009
£	£	£	£
FIXED ASSETS			
Tangible assets	7	120	131
CURRENT ASSETS			
Debtors	8	80	78
Cash at bank and in hand		2,554	1,456
		2,634	1,534
CREDITORS: Amounts falling due within one year	9	11,103	10,185
NET CURRENT ASSETS		1,531	629
TOTAL ASSETS LESS CURRENT LIABILITIES		1,651	760
NET ASSETS		1,651	760
FUNDS			
Unrestricted income funds	10	1,651	760
TOTAL FUNDS		1,651	760

The trustees are satisfied that the company is entitled to exemption from the provisions of the Companies Act 2006 (the Act) relating to the audit of the financial statements for the year in virtue of section 477(2), and that no member or members have requested an audit pursuant to section 478(1) of the Act.

The trustees acknowledge their responsibilities for:

- (i) ensuring that the company keeps adequate accounting records which comply with section 386 of the Act; and
- (ii) preparing financial statements which give a true and fair view of the state of affairs of the company as at the end of the financial year and of its profit or loss for the financial year in accordance with the requirements of section 393, and which otherwise comply with the requirements of the Act relating to financial statements, so far as applicable to the company.

The Balance sheet continues on the following page.
The notes on pages 9 to 12 form part of these financial statements.

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**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE
NOTES TO THE FINANCIAL STATEMENTS**

YEAR ENDED 31 MAY 2010

10. UNRESTRICTED INCOME FUNDS

	Balance at 1 June 2009	Income resources	Outgoing resources	Balance at 31 May 2010
General funds	£ 769	£ 6,586	£ (5,695)	£ 1,660

11. ANALYSIS OF NET ASSETS BETWEEN FUNDS

	Transferred income funds	Transferable income funds	Non-current assets	Total
Total Funds	£ 120	£ 1,510	£ 1,450	£ 1,650

12. COMPANY LIMITED BY GUARANTEE

The liabilities of the members is limited. The members of the Charity have undertaken to contribute to the assets of the Charity if it is wound up which they are members or within one of them. The limit of contribution is to not exceed £20 per member.

On winding up of the Charity, the assets of the Charity and liabilities of the Charity, any assets remain then those assets are required to be transferred to an organisation with similar objectives, aims, and objectives as the Charity. Those assets may not be distributed to the members.

13. PENSIONS

The company has not operated or contributed to any pension scheme on behalf of its employees.

14. CONTINGENCIES

The trustees have confirmed that there were no contingent liabilities which should be disclosed at 31 May 2010.

15. CAPITAL COMMITMENTS

The trustees have confirmed that there were no capital commitments at 31 May 2010.

16. MEMBERS

During the year expenses incurred by Trustees amounted to £1,148,149 (1,270) and included travel, subsistence and other related costs. The number of trustee valuing expenses was 1.

The Charity purchased insurance for its members and officers of the company during the year to indemnify them against possible liabilities incurred by them in relation to their duties. The cost of this insurance was £239,209 (£280).

**WOODLANDS CANCER CARE LIMITED
COMPANY LIMITED BY GUARANTEE
NOTES TO THE FINANCIAL STATEMENTS**

YEAR ENDED 31 MAY 2010

5. NET INCOMING/OUTGOING RESOURCES FOR THE YEAR

This is stated after charging:

	2010	2009
Depreciation	£ 171	£ 110

6. STAFF COSTS AND EXEMPTIONS

No salaries or wages have been paid to employees, including the members of the committee, during the year.

7. TANGIBLE FIXED ASSETS

Equipment

	2010	2009
Cost	£ 521	£ 160
At 1 June 2009	£ 160	£ 681
Additions	£ 681	£ 681
At 31 May 2010	£ 681	£ 681

DEPRECIATION

	2010	2009
At 1 June 2009	£ 390	£ 171
Charge for the year	£ 501	£ 501
At 31 May 2010	£ 501	£ 501

NET BOOK VALUE

	2010	2009
At 31 May 2010	£ 180	£ 189
At 1 June 2009	£ 189	£ 189

8. DEBTORS

	2010	2009
Debtors	£ 30	£ 20

9. CREDITORS: Amounts falling due within one year

	2010	2009
Trade creditors	£ 211	£ 40
Accruals	£ 776	£ 445
Directors' loan accounts	£ 514	£ 514
	£ 1,501	£ 999

COMMERCIAL PARTICIPATION AGREEMENT

BETWEEN

AUDOSTA LTD

AND

WOODLANDS CANCER CARE

Anthony Collins Solicitors LLP
154 Edmund Street
Birmingham
B3 2ES

Reference: TSS 38503.0002

COMMERCIAL PARTICIPATION AGREEMENT

DATED 11.05.2012

BETWEEN

(1) AUDOSTA LTD a company registered in England and Wales (number 07031166) whose registered office is at 3 Broad Street, Newport Quay NP20 2DR (the Commercial Participant)

AND

(2) Jean Wilson of 21 Stainton Road, Billingham, TS22 5HX, UK, Deborah Jayne Dixon of 48 Belmont Avenue, Billingham, TS22 5HF, UK, Graham Peacock of 6 Melbourne Terrace, Stockton on Tees, TS18 1PB, UK as trustees of WOODLANDS CANCER CARE a charity registered in England and Wales (charity number 084428) whose principal office is at 21 Stainton Road, Billingham, TS22 5HX, UK (the Charity)

BACKGROUND

- A. Woodlands Cancer Care Ltd is a England, Wales and Scotland Registered charity (Reg. No 1084428) is dedicated to bringing comfort and support to cancer sufferers, their families, friends and carers throughout the United Kingdom. Charity is operating in accordance with regulations set by the Charity Commission of England and Wales and Scotland.
- B. The Charity is to authorise the Commercial Participant to collect donated goods on its behalf.
- C. The Commercial Participant is a commercial participant in relation to the Charity as defined in Section 85 of the Charities Act 1992.
- D. This Agreement is entered into to comply with the Charities Acts 1992 and 2006.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

Goods	Clothes, shoes and other material
Leaflets	A small sheet of printed matter handed out door-to-door to raise awareness of the Charity
Logo	the logo of the Charity
Name	Woodlands Cancer Care
the Parties	the Commercial Participant and the Charity

Payment	£50.00 (fifty pounds) per metric tonne of Goods and a pro-rata amount for any incomplete tonne plus VAT if applicable.
Sacks	Large plastic bags
Term	the period of 2 (two) years from the date of this Agreement
Territory	The United Kingdom of Great Britain and Northern Ireland

2. PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to raise funds for the Charity by the Commercial Participant collecting donated Goods in the name of the Charity and paying the Charity per tonne of Goods collected.
- 2.2 For the avoidance of doubt, the funds raised pursuant to this Agreement must be used for the purposes of the Charity and not for any other purposes.
- 2.3 The Parties shall comply with the requirements of the Charities Acts 1992 and 2006.

3. APPOINTMENT OF SUB-LICENSEE

- 3.1 In consideration of the undertakings given by the Commercial Participant in this Agreement, the Charity hereby appoints the Commercial Participant to distribute Sacks and Leaflets and to collect Goods in the Territory for the Term. As a non-exclusive licensee the Commercial Participant may use the Name and Logo on the Sacks and Leaflets provided that all such materials will be approved in advance by the Charity.
- 3.2 The Commercial Participant may include its own promotional advertising on the Sacks or the collection envelopes in which the Sacks are distributed.

4. OBLIGATIONS OF THE COMMERCIAL PARTICIPATOR

The Commercial Participant undertakes with the Charity that it shall:

- 4.1 not bring the Charity, the Name or the Logo into disrepute in any way whatsoever and that none of its activities or those of any subsidiary, holding company or sub-contractor are or will be inimical to the activities of the Charity;
- 4.2 both promote the collection of Goods throughout the Territory through the distribution of Sacks accompanied by Leaflets and undertake the actual collection of Goods to the best of its ability, but on condition that it shall obtain the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) to all materials which bear the name and/or logo.

- 4.3 ensure that the collections comply with all relevant legislation and with the Institute of Fundraising Code of Conduct on House-to-House Collections and other relevant Codes of Practice issued by the Institute of Fundraising;
- 4.4 not solicit any donations of cash or cheques. If the Commercial Participant receives cash or cheques it must send the monies to the Charity as soon as is reasonably practicable and in any event within 3 working days;
- 4.5 provide a statement to the Charity every four months setting out the weight in metric tonnes of the Goods collected in the period since the preceding statement;
- 4.6 keep separate legible and detailed books of account and records relating to the collection of Goods. The Charity and its employees, agents and professional advisers shall be allowed to inspect audit and take copies of any such books of account, VAT records if appropriate, bank statements and other records however kept of the Commercial Participant which relate to the Charity and are kept for the purposes of the Agreement;
- 4.7 pay the amounts due to the Charity pursuant to Clause 5 of this Agreement;
- 4.8 promptly pay to the Charity any sums revealed as having been underpaid as a result of an inspection pursuant to Clause 4.8 plus interest at 4% over Bank of England's base rate for the time being calculated from the date payment should have been made to the date of actual payment;
- 4.9 promptly pay the reasonable professional costs of inspection under Clause 4.8 in full if it has made an underpayment of at least 10% of the sums due; and
- 4.10 ensure that all the Sacks include a statement which complies with the Charities Act 1992 and the Charitable Institutions (Fund-Raising) Regulations 1994 and will in particular state on all notices, advertisements and other documents soliciting funds for the Charity that the Charity is a registered charity and its registered charity number.

5. THE PAYMENT

- 5.1 The Commercial Participant shall pay the Charity the sum of £500 per calendar month for 12 months therefore guaranteeing a minimum sum of £6000 to be paid to the charity per annum. *per with 25 days of the Agreement terminating earlier by either party*
- 5.2.1 At the end of each year the accounts of the Commercial Participant shall be subject to external audit and the tonnage of Goods collected on behalf of the Charity shall be calculated. On receipt of the audited accounts a statement shall be provided to the Charity by the Commercial Participant setting out the tonnage of goods collected. The Charity shall then forward an invoice to the Commercial Participant in respect of the Payment. The Commercial Participant shall transfer to the Charity within 30 days of receiving the invoice the Payment for the amount collected throughout the year less the £6,000 already paid. For the avoidance of doubt, the Charity shall not be required to repay the minimum payment of £500 per calendar month.
- 5.2.2 The Charity hereby authorises the Commercial Participant to make all necessary licence applications where required.

6. TERMINATION

- 6.1 The Charity shall be entitled to terminate this Agreement upon giving the Commercial Participant six months notice in writing.
- 6.2 The Commercial Participant shall be entitled to terminate this Agreement upon giving the Charity six months notice in writing.
- 6.3 The Charity shall be entitled to terminate this Agreement with immediate effect if:
- 6.3.1 the Commercial Participant fails to pay any sum due to the Charity after the due date and the Charity has given 30 days written notice to the Commercial Participant and the Commercial Participant has failed to pay in the 30 day period; or
- 6.3.2 the Commercial Participant does anything which in the reasonable opinion of the Charity brings or is likely to bring the Name, the Logo or the reputation of the Charity into disrepute; or
- 6.3.3 a resolution is passed for the voluntary or compulsory liquidation of the Commercial Participant or if a receiver is appointed over all or part of its business.
- 6.4 If the Charity terminates this Agreement under Clause 6.3 the Commercial Participant will no longer be authorised to use the Name and Logo and will cease immediately the distribution of Sacks and Leaflets and the collection of Goods.
- 6.5 Subject to the rights of the Parties to terminate under Clauses 6.1, 6.2, and 6.3, this Agreement shall terminate upon the expiry of the Term.
- 6.6 Notwithstanding termination of this Agreement, clauses 4.1 and 7 shall survive termination.

7. INDEMNITY

The Commercial Participant agrees to indemnify the Charity and in respect of any costs, claims, loss or liability whatsoever suffered by the Charity as a result of any breach by the Commercial Participant of any terms of this Agreement.

8. EXCLUSIVE AGREEMENT

The Charity undertakes with the Commercial Participant that for the duration of this Agreement it will not enter into a similar agreement with any other party within the Territory.

9. CONFIDENTIALITY

Each of the Parties agrees to keep confidential all and any information known about the other except where:

- 9.1 the information is already in the public domain or becomes publicly available on a non-confidential basis through no fault of the other party; or

- 9.2 it is necessary to disclose such information by Order of Court or Tribunal

10. GENERAL

- 10.1 No amendment or addition to this Agreement shall be made unless made in writing and executed by the Parties.
- 10.2 The Parties are not partners nor joint venturers nor is the Commercial Participant entitled to act as or to represent itself as agent for the Charity nor to pledge the credit of the Charity.
- 10.3 None of the Parties shall be liable for any breach of any term of this Agreement which is the result of any cause beyond the control of the party in breach.
- 10.4 This Agreement shall be governed by the laws of England and Wales.
- 10.5 Any notice to be served on either Party shall be sent by prepaid recorded delivery or registered post to the address above (or such other address as may be advised from time to time) and shall be deemed to have been received within 72 hours of posting.

AS WITNESS the hands of the Parties

Signed: *[Signature]*
For and on behalf of the Charity

Dated: 11.05.2012

Signed: *[Signature]*
For and on behalf of the Commercial Participant

Dated: 11.05.2012

refused licenses		
Woodlands Cancer Care		
Council name	Reason	did we have license after that
Blackpool	Application error (Then Rectified)	9 /21 JAN'12
Broadland	Charitable Percentage	15-27 AUG (2011)
Blaby	Charitable Percentage	
Birmingham	Charitable Percentage/ Remuneration	
Cheshire East	Inundated with requests	1 JUN'12 - 31 JUL'12
Dartford	Charitable percentage	
North Dorset	Charitable Percentage	
Hertsmere	Documentation (Then Rectified)	
North Port Talbot	Charitable Percentage/ Discrepancies	
Waverley	Specific Information not provided/Charitable Percentage	
Windsor and Maidenhead	Charitable Percentage	
Carmarthenshire	Charitable Percentage	
Welford	Charitable percentage	
St Edmundsbury	Charitable Percentage	
Darlington	Charitable Percentage	
Rotherham	Charitable Percentage	
St Albans	Charitable percentage	
Fylde	Charitable percentage	
Warrington	Charitable percentage	
Poole	Charitable percentage	
Stockport	Dates	
Rumymede	Charitable percentage	
South Norfolk	Charitable percentage	

COUNCIL - DISTRICT	FROM	TO
Nottingham	11 APR'11	13 AUG'11
Mid Devon	25 APR'11	4 SEP'11
North Norfolk	16 MAY'11	17 SEP'11
King's Lynn and West Norfolk	24 MAY'11	31 DEC'11
Peterborough	3 JUN'11	2 JUN'12
Blackburn with Darwen	6 JUN'11	8 OCT'11
Calderdale	15 JUN'11	14 JUN'12
Christchurch	7 JUL'11	15 DEC'11
Bochdale	15 JUL'11	15 DEC'11
Lincoln	18 JUL'11	30 JUL'11
Tewkesbury	25 JUL'11	6 AUG'11
Breckland		

Central Bedfordshire	25 JUL'11	6 AUG'11
Derby City	25 JUL'11	6 AUG'11
South Northamptonshire	25 JUL'11	6 AUG'11
Rhondda Cynon Taf	25 JUL'11	6 AUG'11
Barnsley	1 AUG'11	30 JUL'12
Brighton & Hove	1 AUG'11	13 AUG'11
East Lindsey	1 AUG'11	30 JUL'12
Wokingham	1 AUG'11	13 AUG'11
West Devon	1 AUG'11	13 AUG'11
Bournemouth	8 AUG'11	10 AUG'11
Bracknell Forest	8 AUG'11	8 FEB'12
Charnwood	8 AUG'11	20 AUG'11
Chiltern	8 AUG'11	7 AUG'12
Powys	8 AUG'11	20 AUG'11
Slough	8 AUG'11	30 AUG'11
Epsom and Ewell	11 AUG'11	25 AUG'11
Blanaeu Gwent	15 AUG'11	27 AUG'11
Broadfield	15 AUG'11	27 AUG'11
Burnley	15 AUG'11	14 AUG'12
North Kesteven	15 AUG'11	14 AUG'12
West Lindsey	15 AUG'11	14 AUG'12
Pendle	15 AUG'11	14 AUG'12
Torbay	15 AUG'11	27 AUG'11
Wyre	15 AUG'11	14 AUG'12
Ashford	22 AUG'11	22 AUG'12
Bolton	22 AUG'11	18 NOV'11
Bradford	22 AUG'11	3 SEP'11
Cardiff	22 AUG'11	3 SEP'11
Cotswold	22 AUG'11	3 SEP'11
South Derbyshire	22 AUG'11	3 SEP'11
Gravesham	22 AUG'11	21 AUG'12
East Hampshire	22 AUG'11	3 SEP'11
East Hampshire	22 AUG'11	3 SEP'11
Hyndburn	22 AUG'11	17 AUG'12
Maldstone	22 AUG'11	21 AUG'12
Medway	22 AUG'11	17 DEC'11
New Forest	22 AUG'11	3 SEP'11
BUTLAND	22 AUG'11	27 AUG'11
Thanet	22 AUG'11	21 AUG'12
Sheffield	22 AUG'11	3 SEP'11
South Oxfordshire	29 AUG'11	24 SEP'11
Cornwall	1 SEP'11	1 DEC'11
City of Kingston upon Hull	1 SEP'11	31 AUG'12
Dumcaster	1 SEP'11	31 DEC'11
North East Derbyshire	1 SEP'11	31 AUG'12
Lichfield	1 SEP'11	31 AUG'12
NORTH EAST LINCOLNSHIRE	1 SEP'11	4 SEP'11
Ribble Valley	1 SEP'11	30 SEP'11
East Riding of Yorkshire	1 SEP'11	31 AUG'12
East Staffordshire	1 SEP'11	31 AUG'12

Selby	1 SEP'11	31 AUG'12
Stafford	1 SEP'11	1 DEC'11
South Kesteven	5 SEP'11	19 SEP'11
WEST BERKSHIRE	5 SEP'11	17 SEP'11
Gedling	10 SEP'11	1 OCT'11
Harlow	12 SEP'11	3 OCT'11
Tewkesbury	12 SEP'11	24 SEP'11
South Norfolk	16 SEP'11	30 SEP'11
Rhondda Cynon Taf	12 SEP'11	24 SEP'11
Torridge	12 SEP'11	24 SEP'11
East Bournemouth	18 SEP'11	31 AUG'12
Rother	18 SEP'11	31 AUG'12
Bolsover	19 SEP'11	1 OCT'11
Central Bedfordshire	19 SEP'11	10 OCT'11
Bournemouth	19 SEP'11	10 OCT'11
Chesterfield	19 SEP'11	10 OCT'11
Derby City	19 SEP'11	1 OCT'11
Erewash	19 SEP'11	2 OCT'11
Hastings	19 SEP'11	31 AUG'12
Monfield	19 SEP'11	1 OCT'11
Mid Suffolk	19 SEP'11	30 AUG'12
Rochdale	19 SEP'11	1 OCT'11
Sevenoaks	19 SEP'11	18 SEP'12
Southampton	19 SEP'11	1 OCT'11
Swale	19 SEP'11	17 MAR'12
Wealden	19 SEP'11	18 SEP'12
Rushcliffe	19 SEP'11	1 OCT'12
Teignbridge	19 SEP'11	1 OCT'11
Amber Valley	26 SEP'11	25 SEP'12
Bromsgrove	1 OCT'11	30 SEP'12
Castle Point	1 OCT'11	30 SEP'12
Basildon	1 OCT'11	30 SEP'12
Braine	1 OCT'11	31 OCT'11
Braxbourne	1 OCT'11	30 OCT'11
Canterbury	1 OCT'11	20 OCT'11
Malvern Hills	1 OCT'11	30 SEP'12
Nuneaton & Bedworth	1 OCT'11	30 SEP'12
Stevenage	1 OCT'11	30 SEP'12
Suffolk Coastal	1 OCT'11	30 SEP'12
Uttlesford	1 OCT'11	30 SEP'12
Wyre Forest	1 OCT'11	30 SEP'12
North Warwickshire	1 OCT'11	30 SEP'12
Worcester	1 OCT'11	30 SEP'12
Charnwood	3 OCT'11	15 OCT'11
Herefordshire	3 OCT'11	15 OCT'11
Bradford	10 OCT'11	18 OCT'11
Timarock	11 OCT'11	30 SEP'12
Harlow	17 OCT'11	31 OCT'11
Tran Rivers	17 OCT'11	1 NOV'11
West Oxfordshire (WITNEY ONLY)	17 OCT'11	29 OCT'11

Rotherham	17 OCT'11	30 SEP'12
South Cambridgeshire	21 OCT'11	21 APR'12
Derby City	24 OCT'11	5 NOV'11
Slough	24 OCT'11	24 NOV'11
Boston	24 OCT'11	22 DEC'11
Northampton	24 OCT'11	5 NOV'11
Torbay	24 OCT'11	29 OCT'11
South Northamptonshire	24 OCT'11	12 DEC'11
Halton	26 OCT'11	29 OCT'11
Brighton & Hove	1 NOV'11	31 OCT'12
Wigan	29 OCT'11	12 NOV'11
Brackland	1 NOV'11	7 MAY'12
BISHOPS CASTLE (SHROPSHIRE)	1 NOV'11	31 OCT'12
CHURCH STRETTON (SHROPSHIRE)	1 NOV'11	31 OCT'12
CLEOBURY MORTIMER (SHROPSHIRE)	1 NOV'11	31 OCT'12
CRAVEN ARMS (SHROPSHIRE)	1 NOV'11	31 OCT'12
LUDLOW (SHROPSHIRE)	1 NOV'11	31 OCT'12
CLUN (SHROPSHIRE)	1 NOV'11	31 OCT'12
Cardiff	1 NOV'11	31 OCT'12
Havant	1 NOV'11	31 OCT'12
Kettering	1 NOV'11	15 JUN'12
Newcastle-under-Lyme	1 NOV'11	31 OCT'12
Reading	1 NOV'11	31 OCT'12
Taunton Deane	1 NOV'11	30 OCT'12
London	1 NOV'11	1 OCT'12
Sedgemoor	1 NOV'11	30 NOV'11
Sheffield	1 NOV'11	28 APR'12
South Kesteven	1 NOV'11	15 NOV'11
Tamworth	1 NOV'11	31 OCT'12
Tundridge Wells	1 NOV'11	30 OCT'12
Wellingborough	1 NOV'11	15 JUN'12
Halton	2 NOV'11	6 NOV'11
Hinckley & Bosworth	4 NOV'11	14 AUG'12
Chesterfield	7 NOV'11	19 NOV'11
Bournemouth	7 NOV'11	19 NOV'11
Bolsover	7 NOV'11	19 NOV'11
Gedling	7 NOV'11	19 NOV'11
Southampton	7 NOV'11	19 NOV'11
Test Valley	7 NOV'11	19 NOV'11
Torbay	7 NOV'11	12 NOV'11
Torridge	7 NOV'11	19 NOV'11
West Devon	7 NOV'11	19 NOV'11
Derby City	14 NOV'11	26 NOV'11
Northampton	14 NOV'11	26 NOV'11
South Holland	7 NOV'11	19 NOV'11
South Staffordshire	19 NOV'11	19 DEC'11
East Devon	19 NOV'11	30 NOV'11
West Somerset	21 NOV'11	3 DEC'11
Cotswold	21 NOV'11	3 DEC'11
Powys	27 NOV'11	10 DEC'11

Torbay	28 NOV'11	3 DEC'11
Rochford	28 NOV'11	2 DEC'11
Carlisle	3 DEC'11	31 DEC'11
New Forest	5 DEC'11	10 DEC'11
Northampton	5 DEC'11	17 DEC'11
Oswestry	5 DEC'11	17 DEC'11
Gedling	5 DEC'11	17 DEC'11
Shepway	12 DEC'11	19 DEC'11
Huntingdonshire	19 DEC'11	23 DEC'11
Rochford	19 DEC'11	24 DEC'11
Watford	1 JAN'12	30 SEP'12
ASHFIELD	1 JAN'12	31 AUG'12
North Norfolk	1 JAN'12	31 DEC'12
Sefton	1 JAN'12	31 DEC'12
South Gloucestershire	1 JAN'12	31 JAN'12
Leeds	4 JAN'12	3 JAN'13
Craven	4 JAN'12	3 JAN'13
Portsmouth	4 JAN'12	3 JAN'13
Wakefield	4 JAN'12	3 JAN'13
Worthing	4 JAN'12	3 JAN'13
Weymouth and Portland	4 JAN'12	3 JAN'13
BIRBLE VALLEY	4 JAN'12	3 JAN'13
Blanaau Gwent	9 JAN'12	9 FEB'12
Gadby and Wingston	9 JAN'12	15 JAN'12
High Peak	9 JAN'12	12 JAN'12
Rochford	9 JAN'12	16 JAN'12
Wokingham	9 JAN'12	21 JAN'12
Milton	9 JAN'12	16 JAN'12
Blackpool	9 JAN'12	21 JAN'12
WIDRAL	16 JAN'12	15 JAN'13
Rochdale	16 JAN'12	15 FEB'12
Pembrokeshire	17 JAN'12	29 JAN'12
King's Lynn and West Norfolk	16 JAN'12	15 JAN'13
Corby	19 JAN'12	26 JAN'12
Culterdale	12 JAN'12	12 JAN'13
Purbeck	23 JAN'12	31 JAN'12
York	23 JAN'12	22 JAN'13
Liverpool	25 JAN'12	25 JAN'12
Brighton & Hove	1 FEB'12	30 APR'12
Adur	1 FEB'12	1 FEB'13
Donham (ALL COUNCILS IN DURHAM)	1 FEB'12	31 JAN'13
Vale of Glamorgan	1 FEB'12	31 DEC'12
Middlesborough	1 FEB'12	31 JAN'13
Northumbria (Gateshead only)	1 FEB'12	31 JAN'13
Havant	1 FEB'12	30 APR'12
AYLESBURY VALE	1 FEB'12	29 FEB'12
Barnington	1 FEB'12	8 FEB'12
Forest of Dean	1 FEB'12	19 FEB'12
Gloucesters	1 FEB'12	31 OCT'12
Rochford	1 FEB'12	20 FEB'12

Winchester	1 FEB'12	29 FEB'12
RUTLAND	1 FEB'12	18 FEB'12
EASTLEIGH	6 FEB'12	13 FEB'12
Corby	17 FEB'12	24 FEB'12
Derby City	24 FEB'12	14 JUN'12
Charnwood	24 FEB'12	22 FEB'13
Tew Valley	24 FEB'12	31 DEC'12
Frewash	24 FEB'12	23 FEB'13
Tewkesbury	25 FEB'12	24 FEB'13
South Derbyshire	25 FEB'12	25 FEB'13
Purbeck	27 FEB'12	5 MAR'12
STAFFORD	1 MAR'12	28 FEB'13
North East Derbyshire	1 MAR'12	28 FEB'13
Herefordshire	1 MAR'12	28 FEB'13
Medway	1 MAR'12	28 FEB'13
West Devon	1 MAR'12	31 MAR'12
Peterborough	1 MAR'12	28 FEB'13
Blanaau Gwent	1 MAR'12	31 MAR'13
Boston	1 MAR'12	29 FEB'13
Mansfield	1 MAR'12	28 FEB'13
Spelthorne	1 MAR'12	31 MAR'12
Amber Valley	1 MAR'12	28 FEB'13
Torbay	1 MAR'12	28 FEB'13
Chesterfield	1 MAR'12	28 FEB'13
South Staffordshire	1 MAR'12	31 MAY'12
Three Rivers	1 MAR'12	16 MAR'12
Telford & Wrekin	1 MAR'12	31 OCT'12
St Helens	1 MAR'12	20 FEB'13
NEWCASTLE UNDER LYME	1 MAR'12	28 FEB'13
Milton Keynes	1 MAR'12	31 DEC'12
Braintree	1 MAR'12	28 FEB'13
Ceredigion	5 MAR'12	21 MAY'12
Wokingham	5 MAR'12	17 MAR'12
Sunderland	5 MAR'12	31 DEC'12
South Petherton	8 MAR'12	15 MAR'12
Forest of Dean	10 MAR'12	24 MAR'12
Merthyr Tydfil	12 MAR'12	19 MAR'12
Corby	12 MAR'12	19 MAR'12
Milton	12 MAR'12	19 MAR'12
South Northamptonshire	19 MAR'12	26 MAR'12
TORFAEN	26 MAR'12	30 MAR'12
Ipswich	1 APR'12	30 MAR'13
FOREST HEATH	1 APR'12	30 MAR'13
Forest of Dean	1 APR'12	15 APR'12
Sedgemoor	1 APR'12	7 APR'12
Waverley	1 APR'12	31 DEC'12
Fareham	1 APR'12	30 JUN'12
WEST DORSET	2 APR'12	14 APR'12
Swale (FARESHAM)	5 APR'12	9 JUN'12
Babergh	5 APR'12	17 SEP'12

Gadby and Wingston	8 APR'12	15 APR'12
RUGBY	12 APR'12	30 SEP'12
Merthyr Tydfil	16 APR'12	23 APR'12
Cotswold	16 APR'12	22 APR'12
Somerton	17 APR'12	24 APR'12
Purbeck	23 APR'12	1 MAY'12
Shepway	26 APR'12	28 APR'12
High Peak	30 APR'12	12 MAY'12
Wolverhampton	1 MAY'12	30 APR'12
South Kesteven	1 MAY'12	14 MAY'12
New Forest	1 MAY'12	31 MAY'12
West Oxfordshire (CARTERTON ONLY)	1 MAY'12	31 MAY'12
Sedgemoor	1 MAY'12	7 MAY'12
Tameside	1 MAY'12	14 MAY'12
EASTLEIGH	7 MAY'12	14 MAY'12
South Northamptonshire	7 MAY'12	14 MAY'12
Huntingdonshire	7 MAY'12	11 MAY'12
NORTH EAST LINCOLNSHIRE	8 MAY'12	14 MAY'12
Wychavon	9 MAY'12	30 SEP'12
NEWCASTLE - UPON - TYNE	11 MAY'12	11 MAY'12
Bridford	14 MAY'12	21 MAY'12
TORFAEN	14 MAY'12	21 MAY'12
Milton	14 MAY'12	21 MAY'12
PRESTON	14 MAY'12	13 MAY'13
Castle Cary	15 MAY'12	22 MAY'12
South Northamptonshire	18 MAY'12	21 MAY'12
Merthyr Tydfil	21 MAY'12	28 MAY'12
Cotswold	28 MAY'12	3 JUN'12
West Devon	1 JUN'12	30 JUN'12
Harlow	1 JUN'12	28 FEB'13
BLAFAU GWENT	1 JUN'12	30 MAY'13
Corby	1 JUN'12	30 MAY'13
Mendip	1 JUN'12	30 MAY'13
Sedgemoor	1 JUN'12	7 JUN'12
Swale (FARESHAM)	9 JUN'12	8 JUL'12
Ilminster	12 JUN'12	19 JUN'12
Walsall	18 JUN'12	17 JUN'13
DERBYSHIRE DALES	18 JUN'12	17 JUN'13
CANNOCK CHASE	18 JUN'12	17 JUN'13
Warwick	18 JUN'12	17 JUN'13
Syaffordshire Moorlands	18 JUN'12	17 JUN'13
Bolsover	18 JUN'12	17 JUN'13
South Northamptonshire	25 JUN'12	1 JUL'12
STRATFORD ON AVON	28 JUN'12	27 JUN'13
Bradford	1 JUL'12	30 JUN'13
East Lindsey	1 JUL'12	30 JUN'13
GOSPORT	1 JUL'12	31 DEC'12
Three Rivers	1 JUL'12	31 DEC'12
Daventry	1 JUL'12	30 JUN'13
Sedgemoor	1 JUL'12	7 JUN'12

Winchester	1 JUL'12	30 JUN'13
BDURNEMOUTH	1 JUL'12	30 JUN'13
CHELTHAM	1 JUL'12	30 JUN'13
DACORUM	1 JUL'12	30 JUN'13
LEWES	1 JUL'12	31 AUG'12
Swindon	1 JUL'12	31 DEC'12
Cardale	1 JUL'12	30 JUN'13
EASTLEIGH	8 JUL'12	15 JUL'12
Gadby and Wingston	8 JUL'12	8 JUL'12
HALTON	9 JUL'12	13 JUN'12
Huntingdonshire	9 JUL'12	13 JUN'12
South Oxfordshire	9 JUL'12	16 JUL'12
WEST DORSET	9 JUL'12	21 JUL'12
TORFAEN	9 JUL'12	16 JUL'12
Milton	9 JUL'12	16 JUL'12
Rhonda Cynon Taf	28 JUL'12	30 JUL'13
Cotswold	30 JUL'12	5 AUG'12
Swansea	1 AUG'12	31 OCT'12
Vale of White Horse	1 AUG'12	30 JUL'13
South Bucks	1 AUG'12	20 JAN'13
Tameside	1 AUG'12	14 AUG'12
Purbeck	1 AUG'12	30 JUL'13
South Ribbles	5 AUG'12	11 AUG'12
REDCAR & CLEVELAND	5 AUG'12	18 AUG'12
Chorley (SEND 0.00 AS WE RECEIVED IT ONLY ON 12TH 10 AUGUST)	6 AUG'12	13 AUG'12
South Oxfordshire	6 AUG'12	13 AUG'12
FOREST OF DEAN	6 AUG'12	20 AUG'12
HALTON	20 AUG'12	24 AUG'12
North Lincolnshire	1 SEP'12	30 AUG'13
Sheffield	1 SEP'12	30 AUG'13
Kettering	1 SEP'12	30 AUG'13
Breckland	1 SEP'12	28 FEB'13
Wellingborough	1 SEP'12	30 AUG'13
Darby City	1 SEP'12	30 AUG'13
Fareham	1 SEP'12	30 NOV'12
South Ribbles	2 SEP'12	8 SEP'12
Swale (SITTINGBOURNE)	3 SEP'12	8 SEP'12
South Staffordshire	3 SEP'12	9 SEP'12
Fenland	9 SEP'12	9 NOV'12
South Oxfordshire	10 SEP'12	17 SEP'12
BAKESLEY	15 SEP'12	14 SEP'13
Cotswold	17 SEP'12	22 SEP'12
Huntingdonshire	17 SEP'12	21 SEP'12
HALTON	24 SEP'12	24 SEP'12
EASTLEIGH	24 SEP'12	30 SEP'12
Swale (SHEERNESS)	26 SEP'12	26 DEC'11
South Ribbles	30 SEP'12	6 OCT'12
Rossendale	1 OCT'12	30 SEP'13
WEST OXFORDSHIRE (CARTERTON AND BURNED ONLY)	1 OCT'12	14 OCT'12
WINCHESTER	10 OCT'12	9 OCT'14

Ryedale	1 OCT'12	14 OCT'12
Solihull	1 OCT'12	30 SEP'13
Swale (SITTINGBOURNE)	3 OCT'12	4 JAN'13
WEST DORSET	8 OCT'12	20 OCT'12
Chorley	8 OCT'12	14 OCT'12
South Staffordshire	14 OCT'12	20 OCT'12
South Oxfordshire	15 OCT'12	22 OCT'12
Ryedale	22 OCT'12	8 NOV'12
Chorley	29 OCT'12	4 NOV'12
Powys	29 OCT'12	11 NOV'12
Cheshire West & Chester	31 OCT'12	30 NOV'12
THANET	1 NOV'12	30 OCT'13
GRAVESHAM	1 NOV'12	30 OCT'13
WEST LINCOLN	1 NOV'12	30 OCT'13
EAST RIDING OF YORKSHIRE	1 NOV'12	30 OCT'13
ASHFORD	1 NOV'12	30 OCT'13
EAST HERTFORDSHIRE	1 NOV'12	31 OCT'13
DONCASTER	1 NOV'12	30 OCT'13
Maidstone	1 NOV'12	30 OCT'13
Wyre	1 NOV'12	30 OCT'13
Stowage	1 NOV'12	31 OCT'13
EAST STAFFORDSHIRE	1 NOV'12	30 OCT'13
HULL	1 NOV'12	30 OCT'13
NORTH HERTFORDSHIRE	1 NOV'12	31 MAR'13
Rothesay	1 NOV'12	30 OCT'13
South Ribble	13 NOV'12	17 NOV'12
FOREST OF DEAN	12 NOV'12	28 NOV'12
Rochdale	12 NOV'12	19 NOV'12
Huntingdonshire	12 NOV'12	18 NOV'12
Cotswold	19 NOV'12	25 NOV'12
South Staffordshire	26 NOV'12	2 DEC'12
SOUTH CAMBRIDGESHIRE	1 DEC'12	28 FEB'13
Wokingham	1 DEC'12	2 MAR'13
North Warwickshire	1 DEC'12	30 NOV'13
SEVENOAKS	1 DEC'12	30 NOV'13
LUTON	1 DEC'12	30 NOV'13
THAKFORD	1 DEC'12	31 DEC'12
JAMBER VALLEY	1 DEC'12	30 NOV'13
Rugby	1 DEC'12	30 NOV'13
SURREY HEATH	1 DEC'12	15 DEC'12
Swale (SITTINGBOURNE)	3 DEC'12	8 DEC'12
Epsom & Ewell	3 DEC'12	8 DEC'12
FOREST OF DEAN	10 DEC'12	17 DEC'12
Chorley	10 DEC'12	16 DEC'12
BATH & NORTH EAST SOMERSET (2 DAYS PER MONTH ONLY)	1 JAN'13	31 DEC'13
GEDLING	1 JAN'13	31 DEC'13
COVENTRY	1 JAN'13	31 DEC'13
THREE RIVERS	1 JAN'13	31 OCT'13
TEIGNBRIDGE	1 JAN'13	31 JAN'13
LIVERPOOL	1 JAN'13	28 FEB'13

NORTH KESTEVEN	1 JAN'13	31 DEC'13
SEFTON	1 JAN'13	31 MAR'13
Hinkley & Boston	2 JAN'13	31 OCT'13
South Ribble	6 JAN'13	12 JAN'13
Cotswold	7 JAN'13	13 JAN'13
High Peak	7 JAN'13	13 JAN'13
TAMESIDE	14 JAN'13	20 MAY'13
READING	15 JAN'13	1 DEC'13
South Oxfordshire	15 JAN'13	1 DEC'13
CARDIFF	15 JAN'13	1 DEC'13
TUNBRIDGE WELLS	15 JAN'13	1 DEC'13
TAMWORTH	15 JAN'13	1 DEC'13
WEST OXFORDSHIRE	15 JAN'13	29 JAN'13
South Ribble	20 JAN'13	26 JAN'13
TORFAEN	21 JAN'13	10 FEB'13
LITTLISFORD	1 FEB'13	31 JAN'14
South Gloucestershire	1 FEB'13	12 FEB'13
BRISTOL	4 FEB'13	2 MAR'13
High Peak	4 FEB'13	10 FEB'13
Oxford	4 FEB'13	10 FEB'13
FLINTSHIRE	4 FEB'13	30 JAN'13
Cherwell	4 FEB'13	10 FEB'13
South Ribble	10 FEB'13	12 FEB'13
REDCAR & CLEVELAND	11 FEB'13	18 FEB'13
CEREDIGION	14 FEB'13	21 FEB'13
Melton	18 FEB'13	10 MAR'13
Cotswold	18 FEB'13	24 FEB'13
West Somerset	1 MAR'13	31 MAR'13
High Peak	4 MAR'13	10 MAR'13
SOUTH HAMS	8 MAR'13	14 MAR'13
South Ribble	10 MAR'13	16 MAR'13
LIVERPOOL	11 MAR'13	7 AUG'13
WEST DORSET	11 MAR'13	17 MAR'13
Qadby and Wingston	12 MAR'13	26 MAR'13
SOUTH SOMERSET (10minstar)	18 MAR'13	24 MAR'13
Pembrokeshire	18 MAR'13	25 MAR'13
Powys	18 MAR'13	22 MAR'13
Oxford	25 MAR'13	31 MAR'13
GUILFORD	1 APR'13	30 APR'13
Eastbourne	1 APR'13	5 APR'13
South Ribble	7 APR'13	13 APR'13
Oxford	22 APR'13	5 MAY'13
North West Leicestershire	29 APR'13	3 MAY'13
EXETER	1 MAY'13	21 MAY'13
New Forest	1 MAY'13	31 MAY'13
RUTLAND	5 MAY'13	12 MAY'13
South Ribble	5 MAY'13	11 MAY'13
WEST DORSET	6 MAY'13	12 MAY'13
SOUTH HAMS	8 MAY'13	14 MAY'13
Pembrokeshire	22 MAY'13	27 MAY'13

Cherwell	1 JUN'13	7 JUN'13
AYLESBURY VALE	1 JUN'13	30 JUN'13
Melton	17 JUN'13	7 JUL'13
Eastbourne	24 JUN'13	28 JUN'13
South Ribble	2 JUN'13	8 JUN'13
SOUTH KESTEVEN	1 JUL'13	14 JUL'13
Sedgemoor	1 JUL'13	27 JUL'13
CEREDIGION	3 JUL'13	10 JUL'13
RUTLAND	7 JUL'13	14 JUL'13
South Ribble	7 JUL'13	13 JUL'13
SOUTH HAMS	8 JUL'13	14 JUL'13
Eastbourne	15 JUL'13	19 JUL'13
Pembrokeshire	15 JUL'13	22 JUL'13
EASTLEIGH	28 JUL'13	4 AUG'13
HART	1 AUG'13	31 AUG'13
EXETER	1 AUG'13	31 AUG'13
Cherwell	10 AUG'13	16 AUG'13
Pembrokeshire	12 AUG'13	19 AUG'13
Eastbourne	18 AUG'13	23 AUG'13
SOUTH HAMS	8 SEP'13	14 SEP'13
Swale (FARESHAM)	18 SEP'13	31 DEC'13
BRXOTOWE	5 OCT'13	20 OCT'13
Eastbourne	7 OCT'13	13 OCT'13
RYEDALE	22 OCT'13	31 OCT'13
EXETER	1 NOV'13	30 NOV'13
Cherwell	16 NOV'13	23 NOV'13
Rushmoor	18 NOV'13	26 NOV'13
Eastbourne	2 DEC'13	6 DEC'13
RUSHCLIFFE	1 FEB'14	28 FEB'14
STROUD	1 MAY'14	30 JUN'14
Mole Valley	1 OCT'14	30 SEP'15



Woodlands Cancer Care Ltd

Registered Charity No: 1084428

TO WHOM IT MAY CONCERN

We hereby give authorisation for AUDOSTA LTD. (Company Registration Number 7031195) to apply for and execute any Licence necessary for the door to door collection of used clothing on behalf of WOODLANDS CANCER CARE Ltd. Charity No. 1084428.

We further authorise the above mentioned company to sell any clothing items collected on behalf of Woodlands Cancer Care in order to raise funds for the Charity.

Yours faithfully,

A handwritten signature in cursive script, appearing to read 'Jean Wilson'.

Jean Wilson (Trustee)

21 Stainton Road, Billingham, TS22 5HX
Tel. 01642 355217

Membership
Number FS01879



This certifies that

AUDOSTA LTD

is a member of the Fundraising Standards Board scheme and
has committed to the highest standards in fundraising

Member Since: 01 / 07 / 2012
Member Until: 30 / 06 / 2013


Chief Executive





18 January 2013

Local Authority License Applications.

We recognize that the issuing of Licenses to the Company to carry out its clothing collections is vitally important to ensure the long term support of the Charities we are working for. We fully understand that the clothing collection business attracts a number of illegal companies and individuals who continually effect the reputation of legitimate companies like ourselves, and this illegal activity has a detrimental impact on the ability for commercial companies to obtain licenses.

Audosta Limited, although in possession of a large number of Licenses, has in the past been refused licenses in some areas because of the perceived connection with these illegal activities. This letter is firstly to assure you that the company is totally legitimate in its operations and its aim is to provide long term benefits to the Charities we represent. Our operations are totally transparent and we cordially invite anyone from your Licensing department to visit our Newport offices to view our organization and meet with our staff at any time to discuss any aspects of our business that may interest you. In the meantime you can, of course, visit our website www.audosta.co.uk

We are constantly vigilant in our attempts to eradicate these bogus operators and whenever actions are discovered we pass the information to an independent Investigation company so that the matter can be dealt with immediately. We fully co-operate with Police, Local Authorities and Trading Standards whenever such an incident arises. We have already assisted in thwarting two recent attempts of illegal collections by bogus operators.

Our records indicate there have been two main reasons for refusals. One being that the company is not providing a sufficient percentage of its profits to its Charities. We now have in place agreements with those charities that guarantee them £50 per tonne derived from the collections made on behalf of each charity. The charity receives an agreed monthly payment of not less than 500GBP irrespective of the profits derived from those collections. At the end of the financial year the accounts are audited by external Accredited Auditors and the total weight of clothing for each charity is assessed. The charity then receives the £50 per tonne, less the sum of the monthly payments. This proves valuable to these charities and in some cases will be their only substantial source of income.

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The Charity Law reform is currently undertaking a review of the Charities Act 2006, wherein there is focus on the relationship between Charities and companies, like Audosta Limited, who are carrying out door to door collections of unwanted clothing. This review demonstrates the advantages to the Charity and also recognizes that legitimate companies have to make significant investment in capital and administration to enable it to carry out its business correctly. The investments made by Audosta have indeed been substantial and the progress made has been extremely positive.

The second reason for refusal is because unlawful collections have taken place, in the name of the company, in an area that is not licensed. This is something we have requested the Investigators to concentrate on and already it has resulted in pending prosecutions of individuals and dismissals. This breach of the company's employment rules will not be tolerated. There has also been evidence of bogus operators stealing our bags and distributing in other areas for their own benefit. Actions like these have an unfair and detrimental impact on our reputation. There are occasions, however, when our collectors make a genuine mistake by straying into an area without a license that is adjacent to an area with a license. Fortunately these errors are rare and are dealt with immediately.

What has become crystal clear is that within the areas that the company has 12 monthly licensing agreements no problems occurred at all. With the 12 month licenses we collect within each area a maximum of twice per month the relevant Authorities are notified well in advance by email and, therefore ensuring the dates are acceptable to the Authority. As the Authority has prior knowledge of the collections, any bogus operators are recognized immediately and the issue can be followed up by our Investigators in co-operation with Police, and if necessary, Trading Standards. Importantly, the 12 month license benefits both the Authority and the company by reducing the administration costs. This results in a better working relationship between the Company and the Authorities, thereby enhancing the financial returns for the charities. Also we ask for a period of a year not because we wish to collect over the entirety of that period but to allow flexibility in our collections. This then allows us flexibility to cope with poor weather conditions vehicle problems, staff illness, holidays etc.

We look forward to hearing that our application is successful and in the meantime assure you of our utmost co-operation at all times. If you require any further information please do not hesitate to contact us.

Licensing Department

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Appendix B

**NOT FOR PUBLICATION AS THE ITEM CONTAINS INFORMATION RELATING TO
MATTERS TREATED AS EXEMPT BY VIRTUE OF PARAGRAPHS 1 AND 3, PART 1,
SCHEDULE 12A OF THE LOCAL GOVERNMENT ACT 1972**

REPORT OF THE EXECUTIVE DIRECTOR OF CITY SERVICES

REGULATORY COMMITTEE – 3 SEPTEMBER 2012

**HOUSE TO HOUSE COLLECTIONS ACT 1939
APPLICATION FOR THE GRANT OF A HOUSE TO HOUSE COLLECTION PERMIT
AUDOSTA LTD**

1.0 PURPOSE OF THE REPORT

- 1.1 To request the Committee to consider an application for grant of a house to house collection permit made by Audosta Ltd.

2.0 DESCRIPTION OF DECISION (RECOMMENDATION)

- 2.1 The Committee is recommended to consider an application for a house to house collection permits to enable the undertaking of house to house collections throughout the City.

3.0 INTRODUCTION/BACKGROUND

- 3.1 An application has been received from Audosta Ltd to carry out a house to house collection on behalf of Children's Hearts (a registered charity) in all parts of the Council's area from date of issue until 30 July 2013 (a copy of the application is attached as Appendix 1). The applicant states that they propose to collect second hand clothes, which would then be sold and the proceeds of the sale (after expenses) would be allocated to the charity.

5.0 CURRENT POSITION

- 4.1 Audosta Ltd have stated that they have previously been refused collection permits by other Councils. A list of the Councils which have refused the applicant together with the reasons why is included within their application form at Appendix 1.
- 4.2 During the consultation process of this application, officers received a returns form from a previous house to house collection permit issued to Mr. Audrius Stasiulevicius, a Director of Audosta Ltd, (attached to the report as Appendix 2). This shows that as a result of a previous collection he promoted in the City from 1 March 2012 until 1 June 2012 clothes were collected that when sold raised £1612.80. However the expenses for this collection were £1381.46, of which Audosta Ltd claim to have received £77.12. Children's Hearts are reported to have received £231.34 which is approximately 14% of the total amount raised.

5.0 REASONS FOR THE DECISION

5.1 Under the House to House Collections Act 1939 a house to house collection permit may be issued to an organisation for a period not exceeding twelve months. However the Council may refuse to grant a licence if it appears to the Council that:

- the total amount likely to be applied for charitable purposes as a result of the collection is inadequate in proportion to the value of the proceeds likely to be received; or
- that remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person.

5.2 As it appears that the total amount applied for charitable purposes as a result of the collection could be perceived to be inadequate in proportion to the value of the proceeds received the matter is therefore referred to the Committee for consideration.

6.0 ALTERNATIVE OPTIONS

6.1 None submitted.

7.0 RELEVANT CONSIDERATIONS

7.1 Should the Committee refuse the application there is a statutory right of appeal to the Secretary of State.

8.0 APPEARANCE BEFORE COMMITTEE

8.1 The Director of Audosta Ltd., Audrius Stasiulevicius, has been requested to appear before the Committee.

8.0 GLOSSARY

8.1 None.

9.0 LIST OF APPENDICIES

9.1 Appendix 1 – Application form for a House to House Collection permit

9.2 Appendix 2 – Returns form following a recent house to house collection.

10.0 BACKGROUND PAPERS

10.1 None.

Appendix 1

APPLICATION FOR HOUSE TO HOUSE COLLECTION PERMIT



In pursuance of section 2 of the House to House Collection Act, 1939, I hereby apply for a licence authorising me to promote the collection of which particulars are given below.

Applications will not be processed if all questions are not completed.

1. Organisation Details

Name of Organisation..... CHILDREN'S HEARTS
Address..... 85 BROCKENHURST AVENUE, SURREY KT4 7RH

Tel. No: 02082 416749

Registered Charity Number.....1082929.....

Has the organisation ever been known by any other name **YES/NO**

If yes, give Details.....

2. Applicant Details

Surname..... AUDOSTA LTD Forename(s).....
(commercial participant)

Home Address..... Daytime Tel No. 0163 323 5920

Date of Birth.....

Has the applicant been, or is the applicant also to be the promoter of a collection on behalf of any other organisation?

If Yes, give details.....

Aliposta LTD is a commercial company working with Woodlands Cancer Care, Cancer Research & Genetics UK and Bowel Cancer Wales as well.

Are you acting in the capacity of a Professional Fundraiser or Commercial Participator (as defined by the Charities Act 1992)?

YES/NO

If yes you are required to comply with the provisions of the Charities Act 1992 in relation to the control of fundraising for charitable institutions – further information should be obtained from the Charity Commission.

3. Particulars of charitable purposes

What is the purpose of the collection and how will the proceeds of the collection be applied?

To help children born with congenital heart defects internationally.
15% of after tax profits go to CHILDREN'S HEARTS

You should enclose with this form the following:

- a) List of Trustees. ✓
- b) Previous Years accounts. ✓
- c) Particulars of any contracts with any charity which is to benefit from this collection. ✓
- d) Literature on organisation(s) who will benefit from this collection. ✓

4. Collection details

State:

Where it is proposed that the collection will be held? All UK

During what period of the year is it proposed that the collection should be made? Give three dates (in order of preference).

- 1. 1 AUG '12 - 30 JUL '13 or
- 2. 1 AUG '12 - 31 DEC '12 or
- 3. 1 AUG '12 - 30 OCT '12

Is it proposed to collect money?

YES/NO

Is it proposed to sell articles?

YES/NO

If yes

- a) of what nature?.....
- b) at what price?.....

* It is proposed to collect used clothing to sell. 2/4

5. Collector Details

How many collectors will be authorised to collect? ONE

What proportion of the proceeds of the collection is to be applied for the purposes given in section 3 above? 75% of after tax profits goes to the charity
25% of after tax profits goes to Audosta Ltd.

If less than 100%, give full details of how the remainder is to be applied.

£30 per day - to collector, £20 per day - fuel,
£5 telecommunications, £15 per 1000 bags - cost of bags,
£192 per tonne of clothes collected - head office overheads.

6. Application to other Local Authorities

Are you making an application on behalf of the above or any other organisation for a collecting permit in any other area? YES/NO

If yes,

a) To what authority? Rugby, Derbyshire Dales, Malvern Hills.

b) Is any other person on behalf of the above organisation, in any other area making an application for a collecting permit. YES/NO

7. Refusal of Permits of offences

a) Has the applicant or to the knowledge of the applicant, anyone associated with the collection, been refused a licence in respect of any charitable collection, had a permit or order evoked, or has anyone connected with the organisation any convictions for dishonesty offences? YES/NO

b) Is there or has there been any Police or Charity Commission inquiry into any person connected to the organisation or the organisation itself.

If yes to either a) or b) give details.

a) Please see attached table of refused and granted licences.

8. Certification of accounts

Name and address of Accountant who will be auditing the statement
Mr Terence Kidd, All Square accounting Ltd, 22 Lavercler
Way, Rogerstone, Newport, NP10 9BA

Qualification of Accountant (The Accountant must be either a member of the Institute of Chartered Accountants or a Member of the Association of Certified Accountants)

Supplying book keeping and accounting services to Audosta Ltd

9. WAR CHARITIES

If the collection is for a War Charity state has the charity been registered or exempted from registration under the War Charities Act 1940.

YES/NO ☒

Give the name of the registration authority.....
.....

Date of registration or exemption.....

I hereby authorise Sunderland City Council to duplicate to other parties any documentation attached to this application form or any documentation received relating to any fund-raising activity on behalf of this or any other organisation to which the applicant is connected.

Signed *[Signature]* - On behalf of Audosta Ltd Dated *13.06.2012*

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share the information with other bodies responsible for auditing or administering public funds for these purposes.



Date: 14.06.2012

Local Authority License Applications.

We recognize that the issuing of Licenses to the Company to carry out its clothing collections is vitally important to ensure the long term support of the Charities we are working for. We fully understand that the clothing collection business attracts a number of illegal companies and individuals who continually effect the reputation of legitimate companies like ourselves, and this illegal activity has a detrimental impact on the ability for commercial companies to obtain licenses.

Audosta Limited, although in possession of a large number of Licenses, has in the past been refused licenses in some areas because of the perceived connection with these illegal activities. This letter is firstly to assure you that the company is totally legitimate in its operations and its aim is to provide long term benefits to the Charities we represent. Our operations are totally transparent and we cordially invite anyone from your Licensing department to visit our Newport offices to view our organization and meet with our staff at any time to discuss any aspects of our business that may interest you. In the meantime you can, of course, visit our website www.audosta.co.uk

We are constantly vigilant in our attempts to eradicate these bogus operators and whenever actions are discovered we pass the information to an independent Investigation company so that the matter can be dealt with immediately. We fully co-operate with Police, Local Authorities and Trading Standards whenever such an incident arises. We have already assisted in thwarting two recent attempts of illegal collections by bogus operators.

Our records indicate there have been two main reasons for refusals. One being that the company is not providing a sufficient percentage of its profits to its Charities. We now have in place agreements with those charities that guarantee them 75% of the net profits derived from the collections made on behalf of each charity. All charities receive an agreed monthly payment of not less than 500GBP irrespective of the profits derived from those collections. At the end of the financial year the accounts are audited by external Accredited Auditors and the total net profits for each charity is assessed. The charity then receives the 75% less the sum of the monthly payments. This proves valuable to these charities and in some cases will be their only substantial source of income.

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The Charity Law reform is currently undertaking a review of the Charities Act 2006, wherein there is focus on the relationship between Charities and companies, like Audosta Limited, who are carrying out door to door collections of unwanted clothing. This review demonstrates the advantages to the Charity and also recognizes that legitimate companies have to make significant investment in capital and administration to enable it to carry out its business correctly. The investments made by Audosta in this our first real year of operation have indeed been substantial and the progress made has been extremely positive.

The second reason for refusal is because unlawful collections have taken place, in the name of the company, in an area that is not licensed. This is something we have requested the Investigators to concentrate on and already it has resulted in pending prosecutions of individuals and dismissals. This breach of the company's employment rules will not be tolerated. There has also been evidence of bogus operators stealing our bags and distributing in other areas for their own benefit. Actions like these have an unfair and detrimental impact on our reputation. There are occasions, however, when our collectors make a genuine mistake by straying into an area without a license that is adjacent to an area with a license. Fortunately these errors are rare and are dealt with immediately.

What has become crystal clear is that within the areas that the company has 12 monthly licensing agreements no problems occurred at all. With the 12 month licenses we collect within each area a maximum of twice per month and the relevant Authorities are notified well in advance by email, therefore ensuring the dates are acceptable to the Authority. As the Authority has prior knowledge of the collections, any bogus operators are recognized immediately and the issue can be followed up by our Investigators in co-operation with Police, and if necessary, Trading Standards. Importantly, the 12 month license benefits both the Authority and the company by reducing the administration costs. This results in a better working relationship between the Company and the Authorities, thereby enhancing the financial returns for the charities.

We look forward to hearing that our application is successful and in the meantime assure you of our utmost co-operation at all times. If you require any further information please do not hesitate to contact us.

Licensing Department

Monika Kudaseva

A handwritten signature in blue ink, appearing to read "Monika Kudaseva".

Broad Street
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Fax. 01633 213121
Email. info@audosta.co.uk

AGREEMENT NO. 2011/1

BETWEEN

CHILDREN'S HEARTS

AND

AUDOSTA LIMITED

This Agreement ("Agreement"), effective as of 15 July 2011 (the "Effective Date"), is entered into by and between CHILDREN'S HEARTS Charity ("Children's Hearts"), a UK registered charity located at 85 Brockenhurst Avenue, Worcester Park, Surrey, KT14 7RL and AUDOSTA LTD ("Audosta Ltd"), having a place of business located at 13 Ribble Walk, Betwys, Newport, NP20 7EB. Each of Children's Hearts and Audosta Ltd may from time to time be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Children's Hearts is a UK registered (reg. No. 1082929) charity aiming to help children with congenital heart defects internationally, operating in accordance with regulations set by the Charity Commission of England and Wales;

WHEREAS, Audosta Ltd is a UK registered (reg. No. 70311951) Limited Liability private company engaged in second hand clothing collection and sales, operating in accordance to the relevant UK Laws and regulations ("Main Activity");

In consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

1. General Scope of Agreement

During the Term (as defined below) of this Agreement, Audosta Ltd shall donate to Children's Hearts 75 (seventy five) percent of its after tax profits. Children's Hearts shall use the donated funds to achieve its stated aims and objectives as a charity.

Dr Dmitrii Slykka, Trustee, will be the Children's Hearts' principal contact with Audosta Ltd with respect to the performance of this Agreement.

Mr Audrius Stasulevicius, Director will be the Audosta Ltd's principal contact with Children's Hearts with respect to the performance of this Agreement.

2. Term

The term of this Agreement (the "Term") shall commence on the Effective Date and, unless terminated earlier as set forth below or extended by the mutual written agreement of the Parties, shall continue through the Agreement Period, or any extension hereof.

3. Agreement Period

The Agreement Period is the period of one year from the Effective Date but may be extended pursuant to the section Extension Period.

4. Extension Period

1

Provided that Audosta Ltd is then in full compliance with all the terms of this Agreement, either Party may request to extend the Agreement Period for one year by notifying the other Party in writing of its desire to extend the Agreement Period.

If Audosta Ltd wishes to extend the Agreement, its written request must be received by Children's Hearts at least thirty (30) days prior to expiration of the then-current Agreement Period in order to extend the term as requested.

Children's Hearts charity has the unilateral right to decide whether to extend the Agreement or not. Children's Hearts charity has to inform Audosta Ltd of Children's Hearts charity's decision to extend or terminate the existing Agreement within thirty (30) days of the date of the receipt of the written request from Audosta Ltd. Unless a new form of agreement is proposed by either Party and agreed to by both Parties, all provisions of this Agreement shall remain in full force and effect during the extended Agreement Period.

5. Scope of Agreement

5.1. Obligations of Children's Hearts to Audosta Ltd

5.1.1. License

Subject to the terms and conditions of the Agreement Children's Hearts hereby grants to Audosta Ltd a license for the Agreement Period to (i) use Children's Hearts logo solely for Audosta Ltd's business purposes; (ii) use and display Children's Hearts logo on Audosta Ltd's leaflets, bags and other printed matter related to its Main Activity; (iii) refer to Children's Hearts website for Audosta Ltd's marketing purposes. The license rights granted in this section shall not include the right to grant sublicenses.

During the term of this agreement Children's Hearts charity undertakes not to have agreements with other companies' charity fundraising operators which are running house to house clothes collection business.

5.1.2. Restrictions

Except as specifically authorized by this Agreement, Audosta Ltd shall not without the prior written consent with Children's Hearts: (i) transfer, license, assign, rent, lease, allow use of or otherwise make available to any third parties any use of the granted rights; (ii) use or allow any third party to use the granted rights for commercial purposes; (iii) cause or permit any modifications of the Children's hearts logo; (iv) use the granted rights for any other commercial purposes except the stated Main Activity.

5.2. Obligations of Audosta Ltd to Children's Hearts

5.2.1 Use of License

Audosta Ltd agrees that it shall only permit its employees to use the printed materials with Children's Hearts logo. The use of granted rights shall be only limited to Audosta Ltd's Main Activity. Audosta Ltd is responsible for printing all the materials relating to the Audosta Main Activity. Breach of this covenant of use shall entitle Children's Hearts to terminate this Agreement immediately.

2

5.2.2.2. Transfer of Donations

In consideration of the granted license, Audosta Ltd shall pay to Children's Hearts the money according to the following schedule ("the Fee"):

- Five thousand five hundred pounds sterling (£5500) by monthly installments of five hundred pound sterling (£500) per calendar month for 11 months from the Effective Date of the Agreement.
- Zero, or the remaining sum calculated based on the audited financial documents of Audosta Ltd to be total of seventy five (75) percent of the after tax profits of Audosta Ltd, whichever is greater, to be payable within thirty (30) days after the financial audit is complete for the period covering the Agreement Period.
- The money shall be transferred by electronic transfer in the Children's Hearts Account:
Account Number 65064324
Sort Code 089299
The Cooperative Bank
Olympic House
6 Olympic Court
Monifiord Street
Salford M5 2 QP
United Kingdom

6. Ownership

6.1. Children's Hearts Trademarks and Logo

Audosta Ltd acknowledges and agrees that, as between Children's Hearts and Audosta Ltd, Children's Hearts owns all the right, title and interest in and to the Children's Hearts logo.

(Only Children's Hearts charity has the right to modify and update its logo.

Nothing in this Agreement shall be construed as granting Audosta Ltd any right, title or interest in or to the Children's Hearts Trademarks and Logo.

6.2. Audosta printed matter

Audosta Ltd shall own leaflets, bags and all other printed matter that relates to the Audosta Ltd Main Activity and that has printed Children's Hearts logo on it.

7. Limitations of Liability

7.1. Excluded damages and monetary limitation

Under no circumstances shall either Party be liable to the other Party or to any third party for any type of incidental, special, punitive, indirect, consequential or exemplary damages, including but not limited to lost revenue, lost profits, cost of replacement goods and damages due to loss of services, information or equipment, even if advised of the possibility of such damages, and regardless of the legal theory under which such damages arise.

7.2 Children's Hearts charity limitations of liability

In no event shall Children's Hearts charity be liable for any loss arising out of the commercial operations of Audosta Ltd.

7.3 Force Majeure

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In such event, the terms for the performance of this Agreement shall be equitably adjusted.

7.4 Third party Liability

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

8. Indemnification

8.1 Indemnification by Children's Hearts

Children's Hearts will indemnify Audosta Ltd from and against any and all costs, liabilities, losses and expenses, which result from any claim, suit, action or proceeding brought against Audosta Ltd alleging that the granted license infringes any third party copyright or intellectual property right or misappropriates any third party trademarks, provided that Audosta Ltd: (i) notifies Children's Hearts promptly in writing of any such action; (ii) gives Children's Hearts sole control of the defense and settlement of such action; (iii) gives Children's Hearts reasonable information and assistance.

8.2 Indemnification by Audosta Ltd

Audosta Ltd will indemnify Children's Hearts from and against any and all losses which result from any action brought against Children's Hearts alleging infringement of a copyright or misappropriation of a trademark or resulting from any Audosta Ltd act, including but not limited to any every day operational activity by Audosta Ltd.

9. Use of name and publicity

Each party agrees that it will not, without the prior written consent of the other party in each instance use in advertising, publicity, or otherwise the name of the other party, or any affiliate, partner, employee or agent of the other party, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction, or simulation thereof owned by the other party or its affiliates. Provided, however, that either Party may disclose the existence of a contractual relationship between the Parties for promotional purposes.

10. Termination

10.1 Termination Date

Unless extended or terminated according to the terms of this Agreement, this Agreement will automatically terminate on the expiration of the Agreement Period.

10.2 Termination by Audosta Ltd

Audosta Ltd may terminate the Agreement at any time upon written notice to Children's Hearts and payment to Children's Hearts of that portion of the Fee outstanding at the date of termination plus all reasonable costs incurred as a result of such termination. Audosta Ltd shall give its notice to terminate minimum 3 months in advance the suggested termination date or at any earlier reasonable date in advance.

10.3 Termination for Breach

If either Party materially breaches any obligations under this Agreement, the non-breaching Party may give written notice to the breaching Party specifying the breaches complained of. If the breaching party does not correct the breach within thirty (30) days of such notice, the non-breaching Party may immediately terminate the Agreement by written notice to the breaching party. In these circumstances, Audosta Ltd shall pay Children's Hearts any outstanding fees.

10.4 Termination for Insolvency

If either Party files a petition for bankruptcy, is adjudicated bankrupt, has a petition in bankruptcy filed against it, becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law or has a receiver appointed for it or for its business, the other Party may immediately terminate this Agreement, with notice.

10.5 Termination by Children's Hearts charity

Children's Hearts charity may terminate the Agreement at any time upon written notice to SOS Support Ltd. Children's Hearts charity shall give its notice to terminate minimum 3 month in advance the suggested termination date or at any earlier reasonable date in advance. Thus, the Termination Notice Period shall be a minimum of 3 months unless Agreement is terminated due to reasons stated in 10.3 and 10.4 above.

Children's Hearts charity shall not be liable to any costs or loss of profit incurred by Audosta Ltd as a result of such termination.

10.5 Effect of Termination

Upon termination (regardless of reason) of this Agreement, the license rights granted to Audosta Ltd in this Agreement shall immediately cease. Within the thirty (30) days after expiration or termination of this Agreement Audosta Ltd shall stop using and destroy all printed matter materials bearing Children's Hearts logo and any other reference to Children's Hearts.

11. Dispute fees and costs

In case of a dispute under this Agreement, the Parties shall attempt to resolve such dispute without recourse to the courts.

If amicable dispute resolution cannot be reached, Parties can use courts to resolve the dispute. In seeking courts resolution Parties shall be able to demonstrate that amicable dispute resolution had been reasonably attempted by the Parties by providing written evidence that such attempts had been made.

Any disputes shall be resolved in the English courts (if they can't be resolved by alternative dispute resolution).

If in the future Children's Hearts is requested by Audosta Ltd to provide assistance, give testimony, review documents or the like in connection with claims, disputes, investigations or litigation involving the project or facilities to which this Agreement pertains, then Audosta Ltd shall compensate Children's Hearts time and expenses (including reasonable and necessary attorney's fees) incurred by Children's Hearts in connection with such activities.

12. Complete Agreement

This signed Agreement constitute the Agreement between Children's Hearts and Audosta Ltd with respect to the subject matter referenced herein and merge all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respect to the subject matter of this Agreement. This Agreement shall not be altered except in writing, signed by both parties.

This Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Neither party shall assign, transfer or delegate any of the rights or obligations hereunder without prior written consent of the other party, except that either party may assign its rights and obligations in connection with a sale of substantially all its assets or pursuant to a merger.

13. Applicable Law

This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with English law. The parties further agree that no claim may be brought against any party in contract, tort or otherwise save in so far as such claim could be brought in English law without reference to the law of any other country.

14. Notice

14.1 Form of Notice

All notices and other communications shall be in English and in writing and deemed to be properly given if sent by registered post, recorded delivery, sent by international class courier, electronic mail with written confirmation of receipt by the recipient.

The foregoing shall be addressed and transmitted as follows:

Children's Hearts charity:
85 Brockenhurst Avenue
Worcester Park, Surrey
KT14 7RH, United Kingdom
For the attention of Dr D.A. Styrlas

Audosta Limited:
13 Ribble Walk,
Bedfords, Newport
NP20 7TB, United Kingdom
For the attention of Mr. Audrius Stasiulevicius

14.2. Changes

Either Party may by Notice given under this Contract designate any different address, to which subsequent Notices and other communications shall be sent.

14.3. Deemed Given


All notices and communications under this Contract shall be deemed to have been given at the earlier of actual receipt thereof by the addressee or:

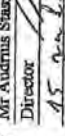
- (a) five (5) business days after dispatch if sent by international class courier
- (b) five (5) business days after dispatch if sent by electronic mail with recipient electronic mail confirmation of receipt
- (c) immediately upon delivery if delivered by hand by sender's representatives
- (d) fifteen business days (15) after dispatch if sent by registered mail postage paid.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the day and year first above written.

CHILDREN'S HEARTS CHARITY

AUDOSTA LIMITED

By: 
Name: Dr Dainis A. Styrlas
Title: Trustee
Date: 15 July 2018

By: 
Name: Mr Audrius Stasiulevicius
Title: Director
Date: 15 July 2018

Charity Commission

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by name

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1082929 -
CHILDREN'S HEARTS

DUE DOCUMENTS RECEIVED

Accounts for 30 Sep 2010: **Not Required**

Annual Return for 30 Sep 2010: received 06 Feb 2011

Activities

HELPING CHILDREN

<http://www.charity-commission.gov.uk/Showcharity/RegisterOfCharities/CharityWith> 01/09/2011

Where it operates

THROUGHOUT ENGLAND
AND WALES

Financial summary

Financial year end (FYE)	Income	Spending	Accounts received	Annual Return/Annual Update received
30 Sep 2010	£11,000	£80	Not Required	06 Feb 2011
06 Sep 2009	£4,892	£8,763	Not Required	27 Jan 2010 **
05 Sep 2008	£967	£60	Not Required	08 Apr 2009 **
05 Sep 2007	£428	£360	Not Required	27 Jun 2008 **
05 Sep 2006	£142	£60	Not Required	27 Jun 2008 **

** Annual Update received - charity below Annual Return £10,000 threshold for this financial year

Useful websites

Press office

Public Affairs

Events & seminars

Careers

Contact us

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Date: 06/09/2011

Dear Sir/Madam

We are a UK registered commercial clothing collector operating under local authority licences within the UK to the benefit of a number of UK Charities. Our trading affairs are legal and transparent.

Recently, we have experienced problems with people posing as Audosta agents and collecting clothes both on behalf of Audosta Ltd and other charities unconnected with us.

We are concerned that these bogus operators are damaging the reputation of our company and the Charities we seek to represent, and their illegal activities are impacting on the integrity and profitability of our Charitable endeavours.

It is important for us to advise you that all our collectors and distributors carry identification in the form of photo ID cards. The cards clearly state the Charities we represent and the validity period of the card. Our company contact number is also clearly denoted. Additionally, they wear high visibility waistcoats and baseball caps embossed with the charity logo.

Our Collectors are instructed to, and are actively encouraged to behave in a courteous and respectful manner at all times.

All Collectors are advised that it is totally unacceptable for them to operate in non-designated areas or collect charity bags not formally authorised by the local council. Any legitimate agent breaching any of the above will be removed from any association with our Company.

Without hesitation we will liaise and co-operate with all Enforcements Agencies and/or Local Authorities to bring offenders to the notice of the police. We are committed to delivering a first class distribution and collection service, and to this end we have installed a dedicated helpline manned between 9am – 5pm which will deal with any concerns and/or complaints that may arise.

As a company we strive to provide a reputable and beneficial service and the image we present is of paramount importance. The object of this letter is to demonstrate our commitment to ensuring a smooth and trouble free service and we are constantly looking at ways to improve our communication with the public, the Police and Local Authorities.

If you require any further information in respect of our operation, or any suggestions on how we can improve our services, please contact us on any of the number listed below.

Helpline from 9am till 5pm **01633 235920**

Out of Hours **07919 834088**

Yours sincerely,

Audrius Stasiulevicius
Director

3 Broad Street
Newport
NP20 2DQ
Tel. 01633 235920
Fax. 01633 213121
Email. info@audosta.co.uk



TO WHOM IT MAY CONCERN

23 March 2012

Re: Audosta Ltd application for licence to operate door-to-door- second hand collection services

TO WHOM IT MAY CONCERN

Audosta Ltd - application for licence to operate house to house collections of second-hand clothing

Dear Sir/Madam,

I write on behalf of Children's Hearts ('the Charity'), a charity registered in England and Wales (charity number 1082929) to request that you grant Audosta Ltd (company reg. number 7031195) (AUDOSTA) a licence to operate door-to-door second hand clothes collection in your area.

We confirm that AUDOSTA is authorised by the Charity to operate second hand clothes collections (COLLECTIONS), through which the company supports the charity by donating part of its profits to the Charity.

We authorise AUDOSTA to apply on behalf of the Charity for any licence necessary for the COLLECTIONS in support of the Charity.

If this is not possible, or you have any queries at all, please call me on the number below.
I can confirm that AUDOSTA sells the clothes it collects in order to raise funds for the Charity.

Thank you for your consideration and for supporting Children's Hearts charity – helping children with congenital heart defects, giving children another chance to live.

Yours faithfully,

Dmitrii A. Styrkas (DPhil, Oxon)
Trustee, Children's Hearts charity
Mobile: 07432696944

cc. Audosta Ltd, 13 Ribble Walk, Bettws, Newport, NP20 7EB

Children's Hearts, UK registered charity No. 1082929
85 Brockenhurst Avenue
Worcester Park
Surrey KT4 7RH
GREAT BRITAIN
Tel 0208 2416749
www.childrenshearts.org.uk
contact@childrenshearts.org.uk

CHILDREN'S HEARTS

COUNCIL - DISTRICT	FROM - TO
South Derbyshire	7 - 19 MAR'11
Pendle	7 - 19 MAR'11
Forest of Dean	8 MAR - 9 APR (2011)
Gedling	14 - 26 MAR'11
North Kesteven	14 - 26 MAR'11
Cheltenham	16 - 26 MAR'11
Brighton & Hove	21 MAR - 2 APR (2011)
Bolsover	28 MAR - 9 APR (2011)
North East Derbyshire	28 MAR - 9 APR (2011)
Mansfield	28 MAR - 9 APR (2011)
Wokingham	4 - 16 APR'11
Wigan	6 - 12 APR'12
Amber Valley	11 - 23 APR'11
Brackland	11 - 23 APR'11
Stroud	11 - 23 APR'11
Mild Devon	18 APR-20 AUG (2011)
City of Bristol	25 APR-31 AUG (2011)
Bradford	25 APR - 7 MAY (2011)
Bristol	25 APR - 31 AUG (2011)
Bury	25 APR - 7 MAY (2011)
Coatswood	25 APR - 7 MAY (2011)
East Hampshire	25 APR - 7 MAY (2011)
South Northamptonshire	25 - 30 APR'11
South Derbyshire	25 APR - 7 MAY (2011)
Milton Keynes	25 APR - 7 MAY (2011)
Pendle	25 APR - 7 MAY (2011)
Peterborough	25 APR - 7 MAY (2011)
Sheffield	25 APR - 7 MAY (2011)
Tewkesbury	25 APR - 7 MAY (2011)
Wiltshire	25 APR - 7 MAY (2011)
Cardiff	2 - 14 MAY'11
Charnwood	2 - 14 MAY'11
South Bucks	9 - 21 MAY'11
Cheltenham	9 - 21 MAY'11
Chatterfield	9 - 21 MAY'11
North East Derbyshire	9 - 21 MAY'11
Erewash	9 - 21 MAY'11
North Kesteven	9 - 21 MAY'11
Gedling	9 - 21 MAY'11
King's Lynn and West Norfolk	9 MAY - 10 SEP (2011)
Calderdale	9 MAY-10 SEP (2011)
Milton	13 - 25 MAY'11
Brighton & Hove	16 - 28 MAY'11
West Lindsey	16 - 28 MAY'11
North Norfolk	16 MAY-18SEP (2011)
Derby City	23 MAY-24 SEP (2011)

Barnsley	23 MAY - 4 JUN (2011)
Bolsover	23 MAY - 4 JUN (2011)
Chiltern	23 MAY - 4 JUN (2011)
Mansfield	23 MAY - 4 JUN (2011)
Rushcliffe	23 MAY - 4 JUN (2011)
Vale of Glamorgan	23 MAY - 4 JUN (2011)
South Kesteven	23 MAY - 4 JUN (2011)
East Devon	30 MAY - 11 JUN (2011)
Forest of Dean	30 MAY - 11 JUN (2011)
Wokingham	30 MAY - 11 JUN (2011)
North East Lincolnshire	30 MAY - 11 JUN (2011)
Redcliffe	1 - 30 JUN'11
Amber Valley	6 - 18 JUN'11
C-Bedfordshire	6 - 18 JUN'11
High Peak	6 - 18 JUN'11
Breckland	6 - 18 JUN'11
South Northamptonshire	6 - 18 JUN'11
Stroud	6 - 18 JUN'11
Purbeck	6 - 18 JUN'11
Plymouth	13 - 25 JUN'11
Wiltshire	13 - 25 JUN'11
Wigan	19 - 26 JUN'11
Bolton	20 JUN - 2 JUL (2011)
Bury	20 JUN - 2 JUL (2011)
Coatswood	20 JUN - 2 JUL (2011)
South Derbyshire	20 JUN - 2 JUL (2011)
South Gloucestershire	20 JUN - 2 JUL (2011)
East Hampshire	20 JUN - 2 JUL (2011)
Milton Keynes	20 JUN - 2 JUL (2011)
Pendle	20 JUN - 2 JUL (2011)
Peterborough	20 JUN - 2 JUL (2011)
Tewkesbury	20 JUN - 2 JUL (2011)
Sheffield	20 JUN-27AUG (2011)
Sevensoaks	23 JUN - 2 JUL (2011)
Burnley	27 JUN'11-23 JUN '12
Wyre	27 JUN'11-23 JUN'12
Hyndburn	28JUN'11-27 JUN '12
Cardiff	27 JUN - 9 JUL (2011)
Charnwood	27 JUN - 9 JUL (2011)
Bradford	2JUL-27 AUG (2011)
Tending	2 - 15 JUL'11
South Bucks	4 - 16 JUL'11
Brighton & Hove	4 - 16 JUL'11
Cheltenham	4 - 16 JUL'11
Chatterfield	4 - 16 JUL'11
North East Derbyshire	4 - 16 JUL'11
Erewash	4 - 16 JUL'11
Gedling	4 - 16 JUL'11
North Kesteven	4 - 16 JUL'11
North Somerset	7 JUL - 1 AUG (2011)

Taunton Deane	11 JUL '11 - 9 JUN '12
Teignbridge	11 - 23 JUL '11
West Lindsey	11 - 23 JUL '11
Barnsley	18 - 30 JUL '11
Bath & North East Somerset	18 - 25 JUL '11
Bolton	18 - 30 JUL '11
Bolsover	18 - 30 JUL '11
Cannock Chase	18 JUL - 1 AUG (2011)
Chiltern	18 - 30 JUL '11
Cornwall	18 JUL - 18 OCT (2011)
Mansfield	18 - 30 JUL '11
Rushcliffe	18 - 30 JUL '11
South Kesteven	18 - 30 JUL '11
Shepway	19 JUL '11
Caradon	18 JUL - 18 OCT (2011)
Carrik	18 JUL - 18 OCT (2011)
Isles of Scilly	18 JUL - 18 OCT (2011)
North Cornwall	18 JUL - 18 OCT (2011)
Kerrier	18 JUL - 18 OCT (2011)
Penwith	18 JUL - 18 OCT (2011)
Restormel	18 JUL - 18 OCT (2011)
Sedgemoor	18 JUL - 17 AUG (2011)
East Devon	25 JUL - 6 AUG (2011)
North East Lincolnshire	25 JUL - 6 AUG (2011)
WOKINGHAM	25 JUL - 6 AUG
Forest of Dean	25 JUL - 6 AUG (2011)
Torridge	25 JUL - 6 AUG (2011)
Bath and N.E.Somerset	31 JUL - 6 AUG
Basildon	1 AUG '11 - 30 JUN '12
Bracknell Forest	1 AUG - 1 NOV (2011)
Brainelee	1 AUG '11 - 30 JUL '12
Breckland	1 - 13 AUG (2011)
Chelmsford	1 AUG - 30 OCT (2011)
Centerbury	1 - 13 AUG (2011)
Central Bedfordshire	1 - 13 AUG (2011)
Fareham	1 AUG - 31 OCT (2011)
Gosport	1 AUG - 30 OCT (2011)
High Peak	1 - 13 AUGUST (2011)
East Hertfordshire	1 AUG '11 - 30 JUL '12
Lichfield	1 AUG '11 - 30 JUL '12
Newcastle-under-Lyme	1 AUG '11 - 30 JUL '12
Huntingdonshire	1 - 7 AUG (2011)
East Lindsey	1 AUG '11 - 30 JUL '12
Maldstone	1 - 15 AUG (2011)
Melton	1 - 13 AUG (2011)
Moorlands	1 AUG '11 - 31 AUG '12
Preston	1 AUG '11 - 30 JUL '12
Redditch	1 AUG '11 - 30 JUL '12
Reading	1 AUG '11 - 30 JUL '12
Ribble Valley	1 AUG - 1 SEP (2011)

Slough	1 - 31 AUG (2011)
Stafford	1 AUG - 30 OCT (2011)
Swidon	1 AUG '11 - 30 JUL '12
East Staffordshire	1 AUG '11 - 30 JUL '12
Stevenage	1 AUG - 29 SEP (2011)
Stroud	1 - 13 AUG (2011)
Swale	1 AUG - 1 SEP (2011)
Thanet	1 AUG '11 - 30 JUL '12
Tree Rivers	1 - 31 AUG (2011)
Watford	1 AUG '11 - 30 JUL '12
Worcester	1 AUG '11 - 30 JUL '12
Worcester	1 AUG '11 - 31 JUL '12
South Ribbles	4 AUG '11 - 5 JUL '12
Shepway	5 AUG (ONE DAY)
City of Kingston upon Hill	8 AUG '11 - 7 AUG '12
Dacorum	8 - 20 AUG (2011)
Doncaster	8 AUG - 31 DEC (2011)
Forest Heath	8 AUG '11 - 7 AUG '12
Hertsmere	8 AUG - 30 OCT (2011)
Selisbury (SOUTH HUB)	8 - 20 AUG (2011)
N.Lincolnshire	8 AUG '11 - 7 AUG '12
Ipswich	8 AUG '11 - 7 AUG '12
Malvern Hills	8 - 20 AUG (2011)
Mid Suffolk	8 AUG '11 - 7 AUG '12
East Riding of Yorkshire	8 AUG '11 - 7 AUG '12
Reading	8 AUG '11 - 30 JUL '12
Sevenoaks	8 - 20 AUG (2011)
Southend-on-Sea	8 AUG - 8 NOV (2011)
Suffolk Coastal	8 - 20 AUG (2011)
Thurrock	8 - 20 AUG (2011)
Torfaen	8 - 20 AUG (2011)
Wakefield	8 AUG '11 - 7 AUG '12
Wyre Forest	8 - 20 AUG (2011)
Weymouth and Portland	8 - 20 AUG (2011)
Waveney	8 AUG '11 - 7 AUG '12
Warwick	10 AUG '11 - 9 AUG '12
North Warwickshire	10 - 24 AUG (2011)
Leeds	12 AUG '11 - 7 AUG '12
Corstold	8 - 20 AUG (2011)
Tonbridge and Malling	14 - 28 AUG '11
Blackburn with Darwen	15 AUG '11 - 15 FEB '12
Blackpool	15 - 28 AUG (2011)
Broxtowe	15 - 27 AUG (2011)
Bury	15 - 27 AUG (2011)
Medway	15 AUG '11 - 31 MAR '12
East Hampshire	15 - 27 AUG (2011)
Milton Keynes	15 - 27 AUG (2011)
New Forest	15 - 27 AUG (2011)
Peterborough	15 - 27 AUG (2011)
Powys	15 - 27 AUG (2011)

West Somerset	15-20 AUG (2011)
Shepway	17 AUG (ONE DAY)
Cardiff	22 AUG - 3 SEP (2011)
Charnwood	22 AUG-3 SEP (2011)
Havant	22 AUG-18 NOV (2011)
Tundridge Wells	22 AUG'11 - 21 AUG'12
West Dorset	22 - 28 AUG (2011)
Chesterfield	29 AUG-10 SEP (2011)
South Oxfordshire	29 AUG - 24 SEP (2011)
West Devon	30 AUG - 10 SEP (2011)
Shepway	31 AUG (ONE DAY)
Amber Valley	1 SEP'11 - 31 AUG'12
North East Derbyshire	1 SEPT 2011 - 31 AUG'12
North Kesteven	1 SEP'11 - 31 AUG'12
Macclesfield	1 SEP'11 - 31 AUG'12
Monmouthshire	1 SEP'11-30 AUG'12
Selby	1 SEPT(2011) - 31 AUG (2012)
West Lindsey	5-17 SEP (2011)
Tendring	5 - 17 SEP (2011)
Vale of Glamorgan	5 SEPT 2011 - 4 SEPT 2012
Test Valley	7 SEP'11 - 30 JUL'12
Shepway	7 SEP (ONE DAY)
King's Lynn and West Norfolk	11 SEP'11 - 5 MAR'12
Barnsley	12-24 SEP (2011)
Chiltern	12-24 SEP (2011)
Cannock Chase	12-26 SEP (2011)
Huntingdonshire	12-18SEP (2011)
South Kesteven	12-24 SEP (2011)
South Norfolk	16-30 SEP (2011)
Bassetlaw	19 SEP - 1 OCT (2011)
Bolsover	19 SEP - 1 OCT (2011)
Cherwell	19 SEP - 1 OCT (2011)
Daonum	19 SEP - 1 OCT (2011)
East Devon	19 SEP - 1 OCT (2011)
Gedling	19 SEP - 1 OCT (2011)
Malvern Hills	19 SEP-1OCT (2011)
Peterborough	19 SEP - 19 NOV (2011)
Suffolk Coastal	19 SEP-1 OCT (2011)
Stroud	19 SEP - 1 OCT (2011)
Stafford on Avon	19 SEP-10 OCT (2011)
Torfaen	19 SEP-1 OCT (2011)
Thurrock	19 SEP-1 OCT (2011)
Torbay	19 SEP - 1 OCT (2011)
North Warwickshire	19 SEP - 1 OCT (2011)
Wealden	19 SEP'11 - 18 SEP'12
Wyre Forest	19 SEP-10 OCT (2011)
Central Bedfordshire	26 SEP-8 OCT (2011)
Hastings	21 SEP'11 - 20 SEP'12
Eastbourne	26 SEP'11 - 31 AUG'12
South Somerset (Barnington)	26 - 27 SEP (2011)

High Peak	26 SEP-8 OCT (2011)
Torridge	26 SEP-8 OCT(2011)
Shepway	27 SEP (ONE DAY)
South Somerset (South Petherton)	28 - 29 SEP (2011)
Sovennoaks	29 SEP-6 OCT (2011)
Babergh	1 OCT'11 - 30 AUG'12
Maldon	1 OCT - 31 DEC (2011)
Blaby	1 OCT 2011 - 30 SEPT 2012
Luton	1 OCT - 31 DEC (2011)
Kettering	1 OCT'11 - 15 JUL'12
Nuneaton & Bedworth	1 OCT'11 - 30 SEP'12
Plymouth	1 OCT'11 - 30 SEP'12
Wellingborough	1 OCT'11 - 30 SEP'12
Swale	1 OCT-1 NOV (2011)
Bromsgrove	3 - 15 OCT (2011)
Daventry	3 - 15 OCT'11
East Northamptonshire	3 - 15 OCT (2011)
South Northamptonshire	3 - 15 OCT (2011)
Northampton	3 - 15 OCT (2011)
South Somerset (Somerton)	3 - 4 OCT (2011)
Shepway	4 OCT (ONE DAY)
Tameside	7 - 13 OCT 2011
Stroud	10 - 22 OCT (2011)
South Somerset (Castle Cary)	10 - 11 OCT (2011)
Shepway	13 OCT (ONE DAY)
South Somerset (Ilminster)	17 - 18 OCT (2011)
Torbay	17 - 29 OCT'11
West Oxfordshire	17 - 19 OCT (2011)
Eastleigh	27 - 28 OCT (2011)
South Northamptonshire	24 OCT - 5 NOV (2011)
Northampton	24 OCT - 4 NOV (2011)
East Northamptonshire	24 OCT - 5 NOV (2011)
Shepway	26 OCT (ONE DAY)
Daventry	29 OCT - 5 NOV (2011)
Wigan	29 OCT'11 - 12 NOV'11
Brighton & Hove	1 NOV'11 - 31 MAR'12
Charnwood	1 NOV'11 - 30 SEP'12
ST Helens	1 NOV'11 - 30 OCT'12
Mild Devon	1 NOV'11 - 1 OCT'12
Sefton	1 NOV'11 - 30 OCT'12
FAREHAM	1 NOV'11 - 31 JAN'12
South Derbyshire	1 NOV'11 - 30 OCT'12
Barnsley	1 NOV - 1 DEC (2011)
Erewash	1 - 19 NOV'11
North Norfolk	1 NOV'11 - 1 MAY'12
West Lindsey	1 NOV'11 - 30 OCT'12
Wirral	1 NOV'11 - 31 OCT'12
Ashford	7 NOV'11 - 7 NOV'12
Bolsover	7 - 19 NOV (2011)
Cardiff	7 - 19 NOV (2011)

Cherwell	7 - 19 NOV (2011)
Maidstone	7 NOV - 17 DEC (2011)
Decorum	7 - 19 NOV (2011)
Gedling	7 - 19 NOV (2011)
Surrey Heath	7 - 20 NOV (2011)
Bassetlaw	7 - 19 NOV '11
Stroud	7 - 19 NOV (2011)
Sheffield	7 - 19 NOV (2011)
Stratford-on-Avon	7 - 19 NOV (2011)
Torilean	7 - 19 NOV (2011)
Wyre Forest	7 - 19 NOV (2011)
Torbay	7 - 19 NOV (2011)
Powys	7 - 19 NOV (2011)
Weymouth and Portland	7 - 19 NOV (2011)
Thurrock	7 - 19 NOV (2011)
WOKINGHAM	7 - 19 NOV (2011)
West Dorset	7 - 12 NOV '11
North Warwickshire	7 - 19 NOV (2011)
Maidstone	7 NOV '11 - 17 DEC '11
Tonbridge and Malling	12 - 25 NOV '11
Rochford	14 NOV - 11 DEC (2011)
East Northamptonshire	14 - 26 NOV (2011)
South Northamptonshire	14 - 19 NOV (2011)
Daventry	14 - 26 NOV (2011)
Tameside	14 - 27 NOV (2011)
Tendring	14 - 20 NOV (2011)
Shepway	17 NOV (ONE DAY)
Bromsgrove	21 NOV - 3 DEC (2011)
Tredegar & Ebbw Vale	21 NOV - 4 DEC (2011)
Northampton	21 NOV - 3 DEC
Torridge	21 NOV - 3 DEC (2011)
Shepway	25 NOV (ONE DAY)
Rutland	27 NOV - 5 DEC (2011)
Halton	28 NOV - 10 DEC (2011)
Corby	1 DEC '11 - 30 SEP '12
Boston	1 - 11 DEC (2011)
Rushcliffe	1 - 4 DEC (2011)
Epsom and Ewell	5 - 17 DEC (2011)
Gedling	5 - 17 DEC (2011)
Rushcliffe	16 - 31 DEC (2011)
Solihull	1 JAN '12 - 31 DEC '12
Ashford	1 JAN '12 - 1 OCT '12
Harlow	1 JAN - 31 MAR (2012)
Blackburn with Darwen	4 JAN '12 - 3 JAN '13
Hinckley and Bosworth	3 JAN '12 - 29 DEC '12
ASHWELL IN N HERTFORDSHIRE	9 - 16 JAN '12
PURBECK	9 - 16 JAN '12
Coventry	16 JAN '12 - 16 FEB '12
Weymouth and Portland	16 - 28 JAN '12
Walsall	16 JAN '12 - 15 JAN '13

Adur	16 JAN '12 - 15 JAN '13
Pendle	16 JAN '12 - 15 JAN '13
Craven	16 JAN '12 - 15 JAN '13
Durham	23 JAN '12 - 22 JAN '13
York	23 JAN '12 - 22 JAN '13
GATESHEAD	23 JAN '12 - 22 JAN '13
Newcastle Upon Tyne	23 JAN '12 - 22 JAN '13
Liverpool	25 JAN '12 - 25 JUN '12
SPELT HORNE	1 - 29 FEB '12
BALDOCK IN N HERTFORDSHIRE	1 - 8 FEB '12
Bournemouth	1 FEB '12 - 31 JAN '13
Rushcliffe	1 - 10 FEB (2012)
Worthing	1 FEB '12 - 1 FEB '13
GOSPORT	1 FEB - 30 APR '12
New Forest	1 - 19 FEB '12
West Devon	6 FEB '12 - 18 FEB '12
Pembrokeshire	14 - 28 FEB '12
Sheffield	14 FEB '12 - 13 FEB '13
Stratford-on-Avon	15 FEB '12 - 14 FEB '13
Torbay	15 FEB '12 - 14 FEB '13
BARKWAY IN N HERTFORDSHIRE	15 - 27 FEB '12
Cardiff	15 FEB '12 - 14 FEB '13
Bromsgrove	15 FEB '12 - 14 FEB '13
Shepway	15 FEB '12 - 14 FEB '13
Erewash	20 FEB '12 - 19 FEB '13
PURBECK	20 - 27 FEB '12
Rushcliffe	20 - 29 FEB (2012)
Bolsover	20 FEB '12 - 19 FEB '13
Middlesbrough	27 - 29 FEB '12
South Norfolk	27 FEB - 2 MAR '12
BARLEY IN N HERTFORDSHIRE	29 FEB - 7 MAR (2012)
Cotswold	1 - 8 MAR '12
Maldon	1 MAR '12 - 28 FEB '13
Suffolk Coastal	1 MAR '12 - 28 FEB '13
Stafford	1 MAR '12 - 28 FEB '13
EAST DEVON	1 MAR - 31 MAY (2012)
Merthyr Tydfil	1 - 11 MAR '12
Mansfield	1 MAR '12 - 28 FEB '13
Luton	1 MAR '12 - 31 DEC '12
Milton Keynes	1 MAR '12 - 31 DEC '12
Ribble Valley	1 MAR - 31 MAR (2012)
Bradford	1 MAR '12 - 30 APR '12
Wyre Forest	1 MAR '12 - 28 FEB '13
Sunderland	1 MAR '12 - 1 JUN '12
Stroud	1 - 15 MAR '12
Malvern Hills	1 MAR '12 - 1 APR '12
Gedling	1 MAR '12 - 28 FEB '13
WOKINGHAM	1 - 14 MAR '12
Peterborough	1 MAR '12 - 28 FEB '13
West Somerset	1 - 31 mar '12

Harborough	5 - 17 MAR'12
South Holland	5-18 MARCH 2012
Weymouth and Portland	5 - 17 MAR'12
Middlesbrough	7 - 10 MAR'12
Milton	12 MAR'12 - 11 MAR'13
South Northamptonshire	12 - 19 MAR'12
Central Bedfordshire	12 MAR'12 - 15 JUL'12
BENDISH IN N.HERTFORDSHIRE	14 - 21 MAR'12
NEWCASTLE UNDER LYME	19 MAR'12 - 18 MAR'13
Teignbridge	19 MAR'12 - 19 APR'12
CHESHIRE EAST	19 MAR'12 - 18 MAR'13
PURBECK	19 - 26 MAR'12
BUTTS CLOSE HITCHIN IN N.HERTFORDSHIRE	21 - 28 MAR'12
Cotswold	26 MAR - 2 APR (2012)
South Norfolk	26 MAR - 2 APR (2012)
Shropshire	1 APR'12 - 30 MAR'13
SOUTH STAFFORDSHIRE	1 APR'12 - 30 JUN'12
Telford & Wrekin (ONLY IN TELFORD)	1 APR'12 - 31 DEC'12
Tewkesbury	1 APR'12 - 30 MAR'13
Calderdale	1 APR - 30 AUG (2012)
Didham	1 - 30 APR'12
South Gloucestershire	1 - 30 APR'12
Mendip	1 APR'12 - 30 MAR'13
Stevenage	1 APR'12 - 30 MAR'13
CHARLTON IN N.HERTFORDSHIRE	1 - 8 APR'12
Chelmsford	1 APR'12 - 30 JUN'12
Cannock Chase	1 APR'12 - 30 MAY'13
Tamworth	1 APR'12 - 30 MAR'13
Powys	2 - 7 APR'12
WOKINGHAM	2 APR'12 - 29 SEP'12
CODICOTE IN N.HERTFORDSHIRE	10 - 17 APR'12
High Peak	10 - 30 APR'12
Rugby	12 APR'12 - 9 AUG'12
South Northamptonshire	23 - 30 APR'12
Cotswold	23 - 30 APR'12
Middlesbrough	29 - 30 APR'12
Forest of Dean	1 - 30 MAY'12
Wolverhampton	1 MAY'12 - 30 APR'13
LEWES	1 - 30 MAY'12
Boston	1 MAY'12 - 28 FEB'13
Oxford	1 - 30 MAY'12
Ryedale	1 - 14 MAY'12
Rutland	2 - 13 MAY'12
Blaina	7 - 20 MAY (2012)
Nantyglo & Abertillery	7 - 20 MAY (2012)
Brynmawr	7 - 20 MAY (2012)
WYCHAVON	9 MAY'12 - 1 MAR'13
Middlesbrough	12 - 13 MAY'12
Powys	14 - 19 MAY'12
Rochford	14 - 21 MAY'12

South Northamptonshire	14 - 21 MAY'12
South Kesteven	14 - 27 MAY'12
LEITCHWORTH IN N.HERTFORDSHIRE	15 - 22 MAY'12
Broxton	20 MAY'12 - 17 JUN'12
South Norfolk	21 MAY - 1 JUN (2012)
Oadby & Wigston	21 - 27 MAY'12
Merthyr Tydfil	28 MAY'12 - 1 JUN'12
N.E.Lincolnshire	28 - 31 MAY'12
BOLTON	1 JUN'12 - 15 JUL'12
PURBECK	1 JUN'12 - 30 NOV'12
Oldham	1 - 30 JUN'12
Bury	1 - 30 JUN'12
Dacorum	1 JUN'12 - 31 MAY'13
North Warwickshire	1 JUN'12 - 30 MAY'13
Vale Of White Horse	1 JUN'12 - 30 MAY'13
Chiltern	1 JUN'12 - 30 MAY'13
Wycombe	1 JUN'12 - 31 MAY'13
Fareham	1 JUN'12 - 31 AUG'12
Northampton	1 JUN'12 - 30 MAY'13
Middlesbrough	1 - 3 JUN'12
South Northamptonshire	4 - 11 JUN'12
Cherwell	4 - 8 JUN'12
High Peak	5 - 30 JUN'12
KNEBWORTH IN N.HERTFORDSHIRE	12 - 19 JUN'12
Halton	17 - 24 JUN'12
Rochford	11 - 18 JUN'12
Ceredigion	18 - 25 JUN'12
Thurrock	24 JUN'12
POWYS	25 - 30 JUN'12
GOSMERE IN N.HERTFORDSHIRE	29 JUN'12 - 6 JUL'12
Cheshirefield	1 JUL'12 - 30 JUN'13
Rugby	1 JUL'12 - 30 JUN'13
Cotswold	1 - 14 JUL'12
Merthyr Tydfil	1 - 31 JUL'12
Cambridge	1 - 31 JUL'12
High Peak	1 - 31 JUL'12
SOUTH SOMERSET (ILMINSTER ON 2 - 9 JUL'12	
Cherwell	2 - 6 JUL'12
Rochford	9 - 16 JUL'12
GRAVELEY IN N.HERTFORDSHIRE	13 - 20 JUL'12
Three Rivers	14 - 21 JUL'12
Halton	15 - 22 JUL'12
King's Lynn and West Norfolk	15 JUL'12 - 14 JUL'13
Oadby & Wigston	16 - 22 JUL'12
POWYS	16 - 21 JUL'12
Castle Point	16 - 21 JUL'12
Ceredigion	20 - 27 JUL'12
GREAT WYMONDLEY IN N.HERTFORDSHIRE	27 JUL'12 - 3 AUG'12
Huntingdonshire	1 - 7 AUG'12
Cherwell	6 - 10 AUG'12

New Forest	6-11 AUG'12
South Holland	6-19 AUG 2012
Rochford	13-20 AUG'12
Three Rivers	19-26 AUG'12
Huntingdonshire	20-27 AUG'12
HEXTON IN N.HERTFORDSHIRE	21-31 AUG'12
HINXWORTH IN N.HERTFORDSHIRE	1-8 SEP'12
HITCHIN (HAYWAY & MANSON'S AREA IN N.HER)	14 SEP'12 - 1 OCT'12
Ryedale	14-28 SEP'12
Three Rivers	16-23 SEP'12
South Norfolk	17 SEP - 5 OCT(2012)
Huntingdonshire	1-14 OCT'12
Cherwell	1-5 OCT'12
New Forest	8-13 OCT'12
ICLESFORD IN N.HERTFORDSHIRE	8-15 OCT'12
Oadby & Wigston	8-14 OCT'12
Three Rivers	14-21 OCT'12
Middlesbrough	15-21 OCT'12
POWYS	22-27 OCT'12
SANDON IN N.HERTFORDSHIRE	22-29 OCT'12
Thurrock	28 OCT'12
Ashford	7-19 NOV'12
Three Rivers	18-25 NOV'12
Halton	21-25 NOV'12
Thurrock	24-25 NOV'12
Thurrock	2 DEC'12
Ashford	5-17 DEC'12
Middlesbrough	15-21 DEC'12
Stockton on Tees	15-21 DEC'12
Huntingdonshire	17-31 DEC'12
Three Rivers	16-23 DEC'12
Thurrock	16-31 DEC'12
Oadby & Wigston	17-23 DEC'12
Doncaster	1 JAN'13 - 28 FEB'13
Middlesbrough	3-7 JAN'13
Eastleigh	7-13 JAN'13
Oadby & Wigston	4-10 FEB'13
Eastleigh	4-10 FEB'13
Canterbury	1-31 JUL'13

refused licenses

Children's Hearts

Councils name	Reason	did we have license after that
Broadland	Charitable Percentage	
Blaby	Charitable Percentage	1 OCT 2011 - 30 SEPT 2012
Birmingham	Charitable Percentage/ Remuneration	
East Cambridgeshire	Charitable Percentage	
Cheshire East	Inundated with requests	19 MAR'12 - 18 MAR'13
North Dorset	Charitable Percentage	
Trafford	Undisclosed Discrepancies	
Hertsmere	Documentation (Then Rectified)	19 MAR'12 - 18 MAR'13
North East Lincolnshire	Dates	
Lancaster	Lack of information	28 - 31 MAY'12
North West Leicestershire	Information not given on application	
Neath Port Talbot	Charitable Percentage/ Discrepancies	
Northumberland	Dates and Area Size	23 JAN'12 - 22 JAN'13
Waverley	Specific information not provided/Charitable Percentage	
Windsor and Maidenhead	Charitable Percentage	

Appendix 2

House To House Collections Act 1939

**Account of Expenses, Proceeds and Application of Proceeds
of Collection Money**

Please complete (using Block Capitals) and return this form to :-

**Director of Community and Cultural Services
Licensing Section
City Of Sunderland
Civic Centre
Sunderland
SR2 7DN**

Surname Of Chief Promoter STASILEVICIUS
Other Names AUDRIUS
Address Of Chief Promoter 3 BROAD ST, NEWPORT,
NP20 2DQ
Purpose Of Collection house to house, charitable collection
Area To Which Collection Relates ALL CITY
Period To Which Account Relates 1 March, 2012 - 1 June, 2012

Certificate of Chief Promoter

I certify that to the best of my knowledge that this is a true account of the expenses, proceeds and application of the proceeds of the collecting to which it relates.

Date 11 06 2012

Signed



Certificate of Auditor

I certify that I have obtained all the information and explanations required by me as auditor and that the account is in my opinion a true account of the expenses, proceeds and application of the proceeds of the collection to which it relates.

Date 11 06 2012

Signed



Qualifications

All amounts to be Entered Gross

Proceeds of Collection			Expenses and Application of		
Proceeds	£	p		£	p
From Collectors, as in lists of collectors and amounts attached hereto	1612.	80	Cost of bags Printing and Stationary cost of collector Postage	608.	00
Bank Interest			Advertising	240.	00
Other Items (If any) :-			Collecting Boxes		
			Other Items (If any) :-		
			Telecommunications	5.	00
			Petrol	160.	00
			Head Office Overheads	291.	84
			Disposal of Balance (Insert Particulars) :-	308.	46
			Children's Hearts	231.	34
			Audosta Ltd	77.	12
Total	1612.	80	Total	1612.	80

Appendix C

PUBLIC PROTECTION COMMITTEE: 9th April 2013

Report of the Head of Regulatory and Supporting Services

**APPEALS AGAINST CARDIFF COUNCIL'S DECISION TO REFUSE HOUSE
TO HOUSE COLLECTION LICENCES**

1. Background

- 1.1 The Local Government Act 1972 transferred responsibility for the licensing of street and house to house charitable collections to local authorities from the police, except in London where responsibility remains with the Metropolitan Police and the City of London Police. Street collections are issued under the provisions of the Police, Factories Etc (Miscellaneous Provisions) Act 1916. House to House collections are regulated by the House to House Collections Act 1939 and the House to House Collections Regulations 1947.
- 1.2 In 2011, Support Pen-Y-Bont Ltd and Support Hollies School Ltd were both refused a House to House Collection Permit by the Public Protection Committee due to very low percentages of proceeds collected being donated to charity from their previous collections. Both organisations appealed these decisions to the Cabinet Office.
- 1.3 The purpose of this report is to inform the Committee of the appeal outcomes.

2. Support Pen-Y-Bont Ltd

- 2.1 The Support Pen-Y-Bont Ltd organisation, a clothing and textile collection company based in Bridgend, was approved by Committee on 8 June 2010 for the purpose of charitable collections in respect of Y Bont, a centre based in Bridgend for children with disabilities, and their families. An application was received from Aleksey Plachtej of Y Bont in respect of a proposed House to House Collection to take place in Cardiff between 10th May 2011 and 10th May 2012 and to be carried out by Support Pen-y-Bont Ltd.
- 2.2 Returns from the previous collections demonstrated that a low percentage (6.4%) of the proceeds collected were actually donated to the charity. Under Section 2(3) of the House to House Collections Act 1939 a licensing authority may refuse to grant a license on the following grounds:

- (a) that the total amount likely to be applied for charitable purposes as the result of the collection (including any amount already so applied) is inadequate in proportion to the value of the proceeds likely to be received (including any proceeds already received);
- (b) that remuneration which is excessive in relation to the total amount aforesaid is likely to be, or has been, retained or received out of the proceeds of the collection by any person;
- (c) that the grant of a licence would be likely to facilitate the commission of an offence under section three of the M1 Vagrancy Act 1824, or that an offence under that section has been committed in connection with the collection;
- (d) that the applicant or the holder of the licence is not a fit and proper person to hold a licence by reason of the fact that he has been convicted in the United Kingdom of any of the offences specified in the Schedule to this Act, or has been convicted in any part of His Majesty's dominions of any offence conviction for which necessarily involved a finding that he acted fraudulently or dishonestly, or of an offence of a kind the commission of which would be likely to be facilitated by the grant of a licence;
- (e) that the applicant or the holder of the licence, in promoting a collection in respect of which a licence has been granted to him, has failed to exercise due diligence to secure that persons authorised by him to act as collectors for the purposes of the collection were fit and proper persons, to secure compliance on the part of persons so authorised with the provisions of regulations made under this Act, or to prevent prescribed badges or prescribed certificates of authority being obtained by persons other than persons so authorised; or
- (f) that the applicant or holder of the licence has refused or neglected to furnish to the authority such information as they may have reasonably required for the purpose of informing themselves as to any of the matters specified in the foregoing paragraphs

2.4 The Committee resolved to refuse the application based on grounds (a) and (b) above.

3. **Support Hollies School Ltd**

3.1 The application for Support Hollies school Ltd was very similar, and also made by Aleksey Plachtej. Hollies School Ltd were collecting on behalf of Hollies Action Group, a charity which provided extra facilities for children with special needs, most of which attend The Hollies School.

3.2 Again, due to the low percentage (8.9%) of proceeds actually donated to the charity from previous collection the Committee resolved to refuse the applications on the same grounds as described above.

4. **Details of Appeal**

4.1 The right of appeal to the refusal of a grant of a House to House Collection Permit is to the Cabinet Office.

4.2 On 18th February 2013 a letter was received from the Cabinet Office in respect of the Support Pen-Y-Bont Ltd decision. The Cabinet Office allowed the appeal and dismissed each of the grounds for refusal:

'As far as the test in section 2(3)(a) of the 1939 Act ("the proportionality test") is concerned, it is appreciated that, for a number of reasons, the costs of conducting house to house collections of second-hand clothing tend to be higher than, for example, collections of cash. In this case Support Pen-y-Bont Ltd is a commercial company collecting on behalf of Y Bont, but charities that undertake these types of collection in-house are likely to face similar costs of distributing leaflets/collection bags, collecting goods that have been left out for them, and sorting/grading donated items. In relation to collections of second-hand goods for re-sale, the value of the goods at the point of donation may be low, and it is through the collection and sorting process that value is added, resulting in a saleable product. Taking these costs into account, the Minister does not consider the proportion of the proceeds that will go to the charity to be inadequate in proportion to the value of the proceeds likely to be received (including any proceeds already received)'.

'As for the test in section 2(3)(b) of the 1939 Act ("the excessive remuneration test"), the Minister is not persuaded that remuneration or expenses that would be paid out to any persons involved in organising or conducting the collection are at a level that is unreasonable given the work involved in undertaking this type of collection'.

4.2 The letter concluded that there were no grounds for refusal and on that basis the Council should issue a Permit to Support Pen-Y-Bont Ltd.

4.3 The decision in respect of Support Hollies School Ltd was received by the Licensing Section on 18th February 2013, and is identical to the Support Pen-Y-Bont Ltd decision. Both letters are detailed in Appendix A.

5. **Implications of the Decision**

5.1 A number of neighboring authorities had also refused Permits to these companies and their decisions were also overturned by the Cabinet Office.

5.2 Appendix B details the Cabinet Office's position on appeals under the House to House Collections Act 1939. The Cabinet Office suggest that each case is considered on its merits rather than applying a 'fixed percentage' to the

proportion of value of proceeds. Greater consideration should also be given to the costs incurred in the collection process.

- 5.3 The National Association of Licensing and Enforcement Officers (NALEO) has developed guidance for local licensing authorities on licensing decisions for these types of collections (See Appendix C). The Institute of Fundraising has also published a document explaining why it opposes fixed percentages (Appendix D). It is recommended that Licensing authorities refer to these documents when making a decision about a charity collection.

6. Achievability

This report contains no equality personnel or property implications.

7. Legal Implications

- 7.1 The legal implications appear throughout the report.

8. Financial Implications.

- 8.1 This report contains no financial implications.

9. Recommendation

- 9.1 That the report be noted.

Dave Holland
HEAD OF REGULATORY AND SUPPORTING SERVICES

11 March 2013

This report has been prepared in accordance with procedures approved by Corporate Managers.
Background Papers: None

APPENDIX A