

Site Management Agreement between PFRA and Brentwood Borough Council

The aim of this Site Management Agreement (SMA) is to facilitate face-to-face fundraising within Brentwood and provide a balance between the right of the charity or not-for-profit organisation to fundraise and the right of the public to go about their business without undue inconvenience.

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

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

Statement of Conformity

1) All fundraisers will abide at all times by the PFRA / Institute of Fundraising code of practice. All fundraisers will carry a copy of the abridged code of practice.

Access Details

2) Site Locations & Delineations –

Fundraisers will only stand in two locations on Brentwood High Street i.e. outside Iceland and/or outside Superdrug.

3) Alternate Locations & Delineations –

There are no alternative locations if these two locations are not available.

4) Team Size(s) –

Teams will comprise of no more than two fundraisers at each location and one unbranded team leader.

5) Positioning –

Fundraisers should be positioned in such a way as to offer an adequate ‘comfort zone’ to those users of the town centre who do not wish to engage, and should not cause undue inconvenience or any obstruction.

6) Frequency of Visits –

1. Face-to-face fundraising will take place on a maximum of two non-consecutive days Monday-Friday per week, between the hours of **10am and 6pm**.
2. No activity will take place if another street collection is being held in the Town Centre on that day.
3. Fundraising activity will be undertaken by only one organisation per day and will be restricted to representation on behalf of one particular charitable organisation.

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4. During the whole of December face-to-face fundraising activity will be restricted to one visit per week.

7) Exclusion Dates etc – The Council will notify the PFRA not less than five days in advance of any dates on which face-to-face fundraising is to be excluded due to special events being held in the Town Centre.

Information Required

8) Nominated Gatekeeper –

The nominated gatekeeper for Brentwood Borough Council is the Licensing Co-ordinator who can be contacted by email to licensing@brentwood.gov.uk or by telephone on 01277 312520.

9) Required Information –

In the first instance **Gift Fundraising** will maintain and manage the activity diary / schedule on behalf of the PFRA – contact **Russell Peterken** via russ@gift-fundraising.com

The Diary will be delivered to the council on a weekly basis (via licensing@brentwood.gov.uk) and will include:

- Name & address of fundraising organisation
- Contact name & telephone number/email of responsible person at fundraising organisation
- Charity on behalf of whom fundraising activity is to be carried out
- Date (and times, where proposed to be different than those specified in para.6/1) of proposed activity

The PFRA will work with the Council to lengthen lead-times for delivery of the Diary to up to 10 days prior to anticipated activity, over the life-time of the first test phase of this agreement.

Copies of the diary are to be made available to the Council's Licensing Section (via licensing@brentwood.gov.uk) and Town Centre Manager, **Jane Ponder** (via jane.ponder@brentwood.gov.uk) on a regular basis (as agreed) and / or upon request.

Working Together

10) Promotion & Publicity –

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

11) Complaints Management –

The PFRA will inform the Council's Licensing Section of any complaints it receives and any action taken. The Council's Licensing Section will advise the PFRA of any complaints received and will liaise with the PFRA to resolve issues relating to the conduct of fundraising activities where appropriate.

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



12) Quality Control –

The PFRA will police member organisations, through a programme of random spot-checks, to ensure fundraisers' adherence to the code of practice and this Site Management Agreement. Council Licensing Officers will also, from time to time, monitor collection activity to ensure that activities are being conducted in accordance with the code of practice and this Site Management Agreement. This may include 'mystery shopping' checks.

13) Sanctions & Penalties –

If there are breaches of the code of practice and/or the Site Management Agreement and it is considered appropriate, particular fundraising organisations may be excluded from undertaking further fundraising activities in the Town Centre for appropriate specified periods.

14) Public Liability & Public Safety –

The PRFA will ensure that fundraising organisers are aware of the need for public liability insurance and risk assessments, and of their responsibilities regarding ensuring the suitability of individual fundraisers.

15) Periodic Reviews –

This SMA will initially be reviewed in **six** (6) months from the date of signature

Signed For and On Behalf Of PFRA:

Dated:

Signed For and On Behalf Of Brentwood
Borough Council

Dated:

Appendix 1

CODE OF PRACTICE

1 We always tell potential donors clearly that we are paid to speak with them, and that we are not volunteers - if this is the case - and we explain the basis on which we are paid.

2 We always carry and display ID so that any potential donor can verify who we are, whom we are working for and on whose behalf we are fundraising.

3 We always represent our charity or Not for Profit Organisation (NPO) at the time, in the place, and in the manner that has been previously agreed both with the charity / NPO and with the relevant site owner or Local Authority, and as directed by our team leader or other responsible agency personnel.

4 We always explain to a donor how the Charity or NPO will communicate with them after subscribing, and if they are likely to receive a follow up phone call we inform them of this.

5 We always ensure that forms with personal details provided by donors are handled at all stages in a secure manner.

6 We always end a conversation in a polite and respectful manner as soon as we are asked to.

7 We always ensure, wherever possible, that if a member of the public has a complaint, a full and accurate record of the complaint and the complainant's contact details are taken so that action can be taken promptly and appropriately. We will also offer the complainant contact details for a person in authority who can respond to their concerns.

8 We never say or do anything that could pressurise or harass people and we do not use manipulative techniques.

9 We never confuse or mislead the public and we never say, do or display anything for which we have not been given permission by the charity or NPO

10 We never behave whilst on duty in any way that might bring the charity / NPO or our employer into disrepute.