

Appendix 2

Site Management Agreement between PFRA and Eastbourne Borough Council

The purpose and spirit of this Site Management Agreement (SMA) is to facilitate face-to-face fundraising in Eastbourne's Town centre and provide balance between the right of the charity or not-for-profit organisation to fundraise and the right of the public to go about their business without any impression of inconvenience.

Once this 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.

Statement of Conformity

1) All fundraisers will abide at all times by the PFRA / Institute of Fundraising abridged code of practice, as shown in Appendix 1 attached.

Access Details

2) Central Eastbourne Sites may be used as follows, as shown in Appendix 2:

Zone One:

Terminus Road – No's 59 to 113, 90 to 130

Capacity: maximum of 3 branded/working fundraisers

Zone Two:

Terminus Road – No's 147 to 155, 152 to 170

Capacity: maximum of 2 branded/working fundraisers

Zone Three:

Terminus Road – No's 159 to 187, 172 to 200

Capacity: maximum of 2 branded/working fundraisers

Zone Four:

Seafront area must not be used without prior written consent of the Councils Licensing Manager, Eastbourne Borough Council.

Plus one non-branded/non-fundraising Team Leader **across all four sites.**

3) Fundraisers should be positioned in such a way as to offer an adequate 'comfort zone' to those users of the city centre who do not wish to engage.

4) Fundraisers at no point should be within 3 metres of any shop entrance, or within 5m of any street/market trader. A reasonable distance of 3 metres must be maintained between fundraisers and all other legitimate activities (e.g buskers, sellers of periodicals e.g Big Issue, other promotional bookings). Where fundraisers or fundraising activity are found to be working outside of the permitted areas or breaching any other guidelines within this document, they shall at the immediate request of an authorised Council Officer, take all necessary action to remedy the situation.

5) Fundraising will only be permitted on Mondays, Wednesdays and Fridays in Eastbourne Town Centre. Furthermore, fundraisers only visit the sites between the hours of 9am and 6pm, unless otherwise specified.

6) Exclusion Dates etc are to be announced by Eastbourne Borough Council (e.g specific event days) and must be pre booked as part of the PFRA Diary Management System. Any exclusion dates to give a minimum of 4 weeks notice to the PFRA from date of diary delivery.

Information Required

7) Nominated Gatekeeper

The nominated gatekeeper for Eastbourne Borough Council is Karen Plympton and her contact details are 01323 415937, kareen.plympton@eastbourne.gov.uk. In her absence all enquiries should be made to licensing@eastbourne.gov.uk or 01323 415936

8) Required Information

The PFRA Allocations Officer will maintain and manage the diary schedule.

Copies of the diary are to be made available to:

Kareen Plympton, Licensing Manager, Eastbourne Borough Council
e-mail: kareen.plympton@eastbourne.gov.uk

Olivia Stapleford – Licensing Officer, Eastbourne Borough Council
e-mail: olivia.stapleford@eastbourne.gov.uk

Chris Richards – Eastbourne Town Centre Manager
e-mail: chris.richards@eastbourne.gov.uk

These contact details shall be updated as and when necessary.

And; Diary / Schedule Information will also provide: Contact details for PFO; and Charity being fundraised for.

Complaint Management

9) PFRA will inform the Council of any complaints received and conversely any feedback to the Council will be forwarded to the PFRA. Where the collection agencies themselves receive complaints it is expected that they will provide information to the PFRA and the Council including information about the identities of any individual collector the subject of a complaint and of the action taken (if any) by the collection agency.

Working Together

10) The local authority agrees to work with the PFRA to raise awareness regarding this site management scheme, including explanations on what Face to Face Fundraising is, the PFRA Code of Practice and facts about Direct Debit.

11) The PFRA will police member organisations, through a programme of random spot-checks, to ensure fundraisers' adherence to the code of practice and this Site Agreement. Eastbourne Borough Council will be notified of the results of any such spot checks carried out



12) This SMA will be reviewed once every 12 months unless there is just cause to do so at an earlier juncture. All amendments will be agreed in writing before becoming effective. Either party can withdraw from this agreement, giving 3 months notice in writing.

Signed For and On Behalf Of PFRA:

Dated:

Signed For and On Behalf Of Eastbourne
Borough Council:

Dated:

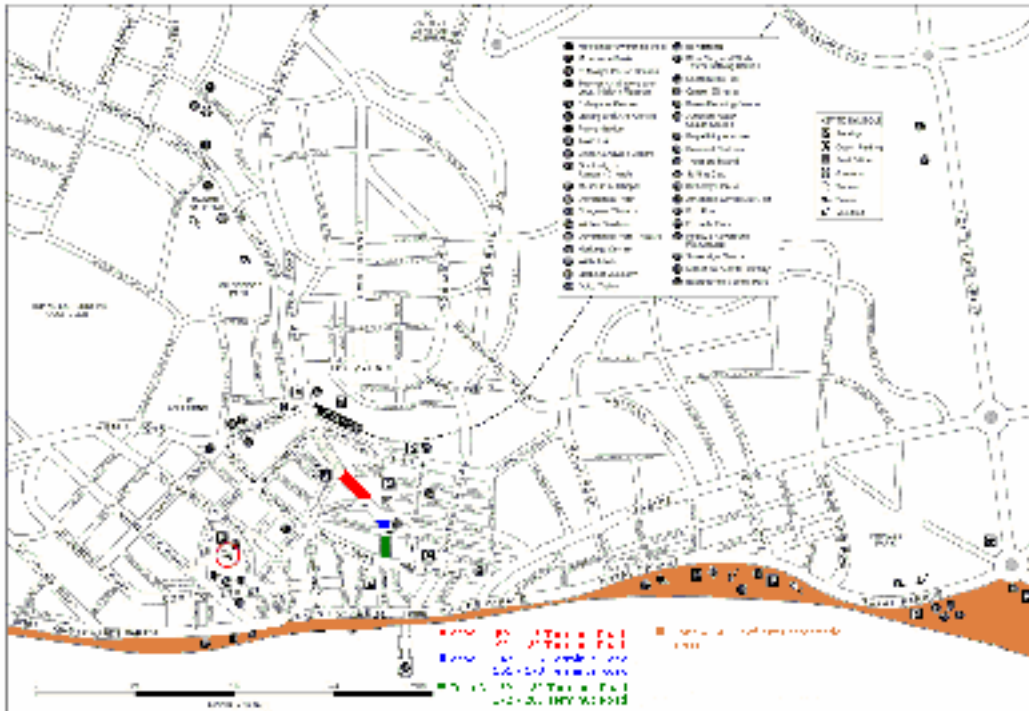
Appendix 1

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.

Appendix 2

PLAN SHOWING THE AREA WITHIN EASTBOURNE WHERE FUNDRAISING IS TO BE PERMITTED:



Appendix 3

Know your rights - The Direct Debit Guarantee

Direct Debit is one of the safest ways of paying your bills. Organisations using the Direct Debit Scheme go through a careful vetting process before they're authorised, and are closely monitored by the banking industry. The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

The Direct Debit Scheme applies to all Direct Debits. It protects you in the rare event that anything goes wrong.

The Direct Debit Guarantee

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any change to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment,

confirmation of the amount and date will be given to you at the time of the request

- If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.