

Wolverhampton City Council

OPEN DECISION ITEM

Committee / Panel	<u>LICENSING COMMITTEE</u>	Date	4 APRIL 2012
Originating Service Group(s)	<u>EDUCATION & ENTERPRISE</u>		
Contact Officer(s)/	<u>SHAUN WALKER</u>		
Telephone Number(s)	<u>554548</u>		
Title/Subject Matter	<u>SITE MANAGEMENT AGREEMENT (SMA) to LIMIT FACE TO FACE FUNDRAISING ACTIVITY IN WOLVERHAMPTON CITY CENTRE</u>		

Recommendation

1. To note that on 3 April 2012 a report was presented to and approved by Cabinet (Resources) Panel recommending a Voluntary Site Management Agreement between the Public Fundraising Regulatory Authority (PFRA) and Wolverhampton City Council to ensure appropriate controls over Face to Face charity fundraising activity in the City Centre.
2. To note that on 3 April, Cabinet (Resources) Panel authorised the Assistant Director (Regeneration) to sign the agreement on behalf of Wolverhampton City Council if approved.

SITE MANAGEMENT AGREEMENT (SMA) to LIMIT FACE TO FACE FUNDRAISING ACTIVITY IN WOLVERHAMPTON CITY CENTRE

1.0 PURPOSE OF REPORT

1.1 To inform Licensing Committee of a proposal to proceed with a Voluntary Site Management Agreement between the Public Fundraising Regulatory Authority (PFRA) and Wolverhampton City Council to ensure appropriate controls over Face to Face charity fundraising activity in the City Centre.

2.0 BACKGROUND

2.1 In recent years Wolverhampton has seen a growth in the number of fundraisers collecting Direct Debit information in aid of Registered Charities. Whilst the worthiness of such Charities such as British Red Cross and Oxfam are not in question, our own research has shown that the proliferation of these workers does cause considerable annoyance to many members of the public to such an extent that their presence may deter them from visiting the City Centre.

2.2 The Agreement will limit the activity to a maximum of two days per week on Dudley Street (Monday or Tuesday) and one day per week on Victoria Street (Wednesday). The days selected have been chosen to avoid clashing with our local traditional cash charity collectors. A copy of the draft Agreement is shown at Appendix 1

2.3 A PFRA Code of Practice to moderate the behaviour of fundraisers during said days will also apply.

3.0 LEGAL IMPLICATIONS

3.1 Traditional charity street collectors who collect money typically in a tin or box are strictly controlled by permits issued by Licensing Services under provision laid down in The Police, Factories Etc (Miscellaneous Provisions) Act 1916. The new form of fundraising described above which collects Direct Debit information amounting to a promise of money has raised questions over whether funds collected amount to money for the purpose of the 1916 Act and therefore whether this activity can be controlled using permits issued under the Act. This situation has been compounded by a delay in other legislation that was seeking to licence face to face fundraising. An alternative to enforcement under the 1916 Act is to prosecute for breach of byelaw 10 within the Byelaws For Good Rule and Government which prohibits touting. However, evidence required to bring about a successful prosecution is not easily obtained and the evidence gathering process is extremely resource intensive. This situation has caused this authority to consider other methods of control. Similar problems elsewhere have forced numerous cities in England to consider a voluntary agreement with the PFRA as a means of adequately controlling the level of fundraising activity and the conduct of the collectors. Cities including Nottingham, Bristol, Leeds and Manchester claim the Agreement has improved their own particular City Centre situation.

3.2 The Local Government Act 2000 section 2 gives every local authority power to do anything, to include the power to enter into agreements or arrangements, which they consider is likely to achieve any one or more of the following objects:

- the promotion or improvement of the economic well-being of their area,

- the promotion or improvement of the social well-being of their area, and
- the promotion or improvement of the environmental well-being of their area.

Our research shows that the Agreement may promote the economic and environmental well-being of the City Centre.

[SH/22032012/L]

4.0 FINANCIAL IMPLICATIONS

- 4.1 This agreement has been formulated by the Public Protection Service within Regeneration. It is anticipated that it will reduce the number of complaints from the public and will allow enforcement activity to be targeted elsewhere.

[JJ/21032012/W]

5.0 EQUAL OPPORTUNITIES IMPLICATIONS

- 5.1 No negative implications have been identified.

6.0 ENVIRONMENTAL IMPLICATIONS

- 6.1 This initiative will form part of a general drive to improve and regenerate the City Centre by removing a potential barrier to people using the main shopping areas of Wolverhampton.

7.0 SCHEDULE OF BACKGROUND PAPERS

- Local Government Act 2000
- DRAFT Agreement between PFRA and Wolverhampton City Council
- Citizens Panel Report 2011
- PFRA Code of Practice for fundraisers
- The Police, Factories Etc (Miscellaneous Provisions) Act 1916

Site Management Agreement between PFRA and Wolverhampton City Council

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate face-to-face fundraising in Wolverhampton city centre and provide balance between the rights of charities or not-for-profit organisations to fundraise and those of the public to go about their business without the impression of undue inconvenience. For the avoidance of doubt, this document does not constitute a legal contract.

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

Statement of Conformity

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

Access Details

Sites, team sizes, and frequency

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

Dudley St:

Pedestrianised area of Dudley St

Capacity: maximum of 5 fundraisers including a Team Leader

Note: not more than 2 fundraisers are to be positioned in the intersection with Queen St, all are to be spaced out along the site

Frequency: Mondays and Tuesdays

Victoria St:

Between Queens Sq and Skinner St

Capacity: maximum of 5 fundraisers including a Team Leader

Frequency: Wednesdays

- 2) Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Local Authority Officers and reposition themselves correctly or as directed on-site. Failure to do so may result in the imposition of penalties or sanctions according to rules promulgated by the PFRA.
- 3) Only one charity will be present on any one day.
- 4) Fundraising will only be permitted between the hours of 9am and 7pm, unless otherwise specified.
- 5) Exclusion Dates etc are to be announced by the Council (e.g specific event days) and must be pre booked as part of the PFRA Diary Management System. Any exclusion dates to give a minimum of 4 weeks notice to the PFRA from date of diary delivery.

Other Conditions

- 6) Fundraisers should be positioned in such a way as to offer an adequate 'comfort zone' to those users of the public highway who do not wish to engage and should endeavour at all times not to impede the egress of any member of the public. In furtherance of this, it is desirable that a minimum footway channel of 1 metre be maintained between fundraisers and the kerb / shop frontage where it is reasonable to do so.
- 7) Fundraisers are at no point to be within 3-metres of any shop entrance or, where permitted, within 6-metres of the frontage of any licensed market/street trader. Every effort must be expended to maintain a reasonable distance of 3-metres between fundraisers and any other legitimate street activities (e.g. Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).
- 8) All fundraisers must wear official tabards or other official distinctive clothing to enable shoppers and other pedestrians to identify them from a distance. All fundraisers must wear official identity cards clearly visible on the upper body with personal details and photograph of the fundraiser in accordance with the activity being undertaken at the time.

Information Required

Nominated Gatekeeper

- 1) The nominated gatekeeper for Wolverhampton City Council is Shaun Walker and his contact details are shaun.walker@wolverhampton.gov.uk or 01902 554548. If he is not available the public protection team can be contacted on 01902 552079 or 01902 554318.

Required Information

- 2) The PFRA will maintain and manage the diary schedule. Diary/Schedule information will include: contact details for the agency (if applicable); and charity being fundraised for.
- 3) Copies of the diary are to be made available to:

Shaun Walker, Public Protection Section Leader, Wolverhampton City Council
e-mail: shaun.walker@wolverhampton.gov.uk

Public Protection team, Wolverhampton City Council
e-mail: public.protection@wolverhampton.gov.uk
- 4) These contact details shall be updated as and when necessary.

Transition and continuity

- 5) Should the nominated gatekeeper move on or responsibilities otherwise change, the gatekeeper will inform his/her successor of the detail of this agreement, the relationship with the PFRA, arrangements for the regulation of face-to-face fundraising, and provide the PFRA with contact details for the successor.

Complaint Management


- 1) PFRA will log, monitor and inform the Council of complaints received on an annual basis, if requested. The Council will provide real time notification of individual complaints and cumulative volume on an annual basis. Where the collection agencies themselves receive complaints it is expected that they will provide information to the PFRA including information about the identities of any individual collector the subject of a complaint and of the action taken (if any) by the collection agency.



Working Together

- 1) 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, the Code of Practice, and facts about Direct Debit.
- 2) The PFRA will monitor member organisations, through a programme of random spot-checks and other mechanisms, to ensure fundraisers' adherence to the code of practice and Site Management Agreements, from time to time.
- 3) Wolverhampton City Council will be notified of the results of any spot checks carried out.
- 4) This SMA will be reviewed 6 months after it is signed, and then once every 12 months, if necessary, or earlier if there is just cause to do so. All amendments will be agreed in writing before becoming effective. Either party can withdraw from this agreement, giving 3 months' notice in writing.
- 5) Depending on when this agreement is signed, in relation to the PFRA's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.

Signed For and On Behalf Of PFRA:



 Dr Toby Ganley, Head of Policy

Date:

06.02.12

Signed For and On Behalf Of
Wolverhampton City Council:

Print name:

Job title:

Dated:



Public Fundraising Regulatory Association

Appendix 1 – Abridged Code of Practice

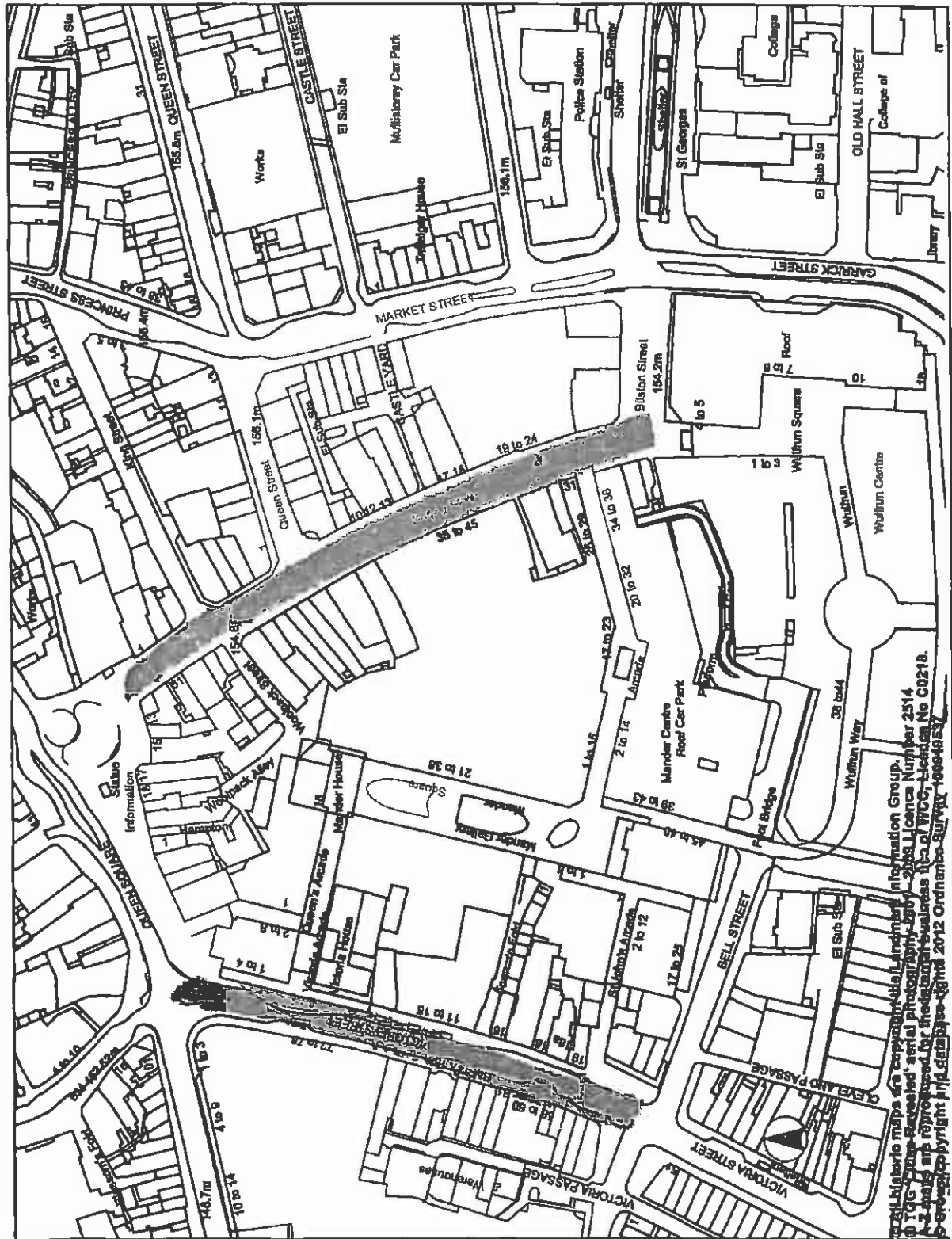
- 1) We always tell potential donors clearly that we are paid to speak with them, and that we are not volunteers - if this is the case - and we explain the basis on which we are paid.
- 2) We always carry and display ID so that any potential donor can verify who we are, whom we are working for and on whose behalf we are fundraising.
- 3) We always represent our charity or Not for Profit Organisation (NPO) at the time, in the place, and in the manner that has been previously agreed both with the charity / NPO and with the relevant site owner or Local Authority, and as directed by our team leader or other responsible agency personnel.
- 4) We always explain to a donor how the Charity or NPO will communicate with them after subscribing, and if they are likely to receive a follow up phone call we inform them of this.
- 5) We always ensure that forms with personal details provided by donors are handled at all stages in a secure manner.
- 6) We always end a conversation in a polite and respectful manner as soon as we are asked to.
- 7) We always ensure, wherever possible, that if a member of the public has a complaint, a full and accurate record of the complaint and the complainant's contact details are taken so that action can be taken promptly and appropriately. We will also offer the complainant contact details for a person in authority who can respond to their concerns.
- 8) We never say or do anything that could pressurise or harass people and we do not use manipulative techniques.
- 9) We never confuse or mislead the public and we never say, do or display anything for which we have not been given permission by the charity or NPO
- 10) We never behave whilst on duty in any way that might bring the charity / NPO or our employer into disrepute.

Dedicated to Quality, Integrity and Transparency in Public Fundraising

Unit 11 Europoint, 5-11 Lavington Street, Southwark, London SE1 0NZ
www.pfra.org.uk

Appendix 2

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



Dedicated to Quality, Integrity and Transparency in Public Fundraising

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www.pfra.org.uk

Appendix 3

Know your rights - The Direct Debit Guarantee

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

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

The Direct Debit Guarantee

- The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.