

Site Management Agreement

Between the Institute of Fundraising
Compliance Directorate and Birmingham
City Council

1. Purpose

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

Once this agreement is in place it should minimise the administration for the council, providing just one channel for information and support regarding face-to-face fundraisers, as nominated 'gatekeepers' only have to deal with one organisation, the Institute of Fundraising Compliance Directorate (IoFCD), instead of dealing with each individual charity and fundraising organisation separately.

2. Statement of Conformity

All fundraisers will abide at all times by the relevant elements the Fundraising Regulator's Code of Fundraising Practice and Rule Book, or face the appropriate penalties.

If local authority officers note fundraisers contravening the Fundraising Regulator's Rule Book or any local clause within the SMA, they will inform the IoFCD's Head of Standards by contacting them on 020 7401 8452, providing details of the incident.

3. Access Details

3.1 Sites, team sizes, positioning, and frequency

Sites may be used as follows, as shown in the maps at Appendix 1:

New Street

Zone 1:

Location: Pedestrianised area of New Street between High Street and Corporation Street.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site)

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Mondays and Fridays

Cherry Street/Union Street

Location: Pedestrianised area of Cherry Street/Union Street between High Street and Temple Row.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site)

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Mondays and Fridays

Colmore Row

Location: Colmore Row between Bull Street and Newhall Street.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site)

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Mondays and Fridays

New Street

Zone 2:

Location: Pedestrianised area of New Street between Corporation Street and Victoria Square.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site)

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Tuesdays and Thursdays

High Street

Location: Pedestrianised area of High Street between 84 High Street (Phones4U) and Carrs Lane.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site).

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Tuesdays and Thursdays

Corporation Street

Location: Area between Bull Street and Fore Street.

Capacity: maximum of 4 branded/working fundraisers (to be spread out along the length of the site).

Positioning: fundraisers should spread out within their assigned areas.

Frequency: Tuesdays and Thursdays

Bull Street (relief site only)

This is an alternative pitch when another pitch has become untenable for an extended period, please note the IoFCD must submit a written request for use of this site with a weeks' notice period. This will be authorised by Birmingham City Council and is not to be used unless written consent has been provided to do so.

Location: Area between Dale End and Corporation Street.

Capacity: maximum of 4 branded/working fundraisers with a branded/non-fundraising team leader allowed.

Positioning:

Frequency: Monday to Friday (days in use to reflect those of the site being replaced).

Where fundraisers are found to be working outside of the agreed locations, they must comply with requests made by Local Authority Officials and reposition themselves correctly or as directed on-site.

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

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

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

3.2 Other Conditions

Fundraisers should be positioned in such a way as to offer an adequate 'comfort zone' to those users of the public highway who do not wish to engage. In furtherance of this, it is desirable that a minimum footway channel of 1 metre be maintained between fundraisers and the kerb / shop frontage where it is reasonable to do so.

Fundraisers should maintain a reasonable distance (of approximately 3 metres) apart from one another and any other legitimate street activities (e.g. street traders, Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).

4. Information Required

4.1 Nominated Gatekeeper

The nominated gatekeeper for Birmingham City Council is Mahendra Chauhan, the City Centre Operations Manager and his contact details are:

Tel: 0121 675 3612

Mahendra.chauhan@birmingham.gov.uk

In his absence all enquiries should be made to Christopher Neville, Head of Licensing, and his contact details are:

Tel: 0121 675 2495

Chris.neville@birmingham.gov.uk

4.2 Required Information

The IoFCD will maintain and manage the diary schedule. Diary/Schedule information will include: contact details for the agency (if applicable); and charity being fundraised for.

Copies of the diary are to be made available to:

Name: Mahendra Chauhan

Address:

Place Directorate

Manor House

40 Moat Lane

Birmingham

B5 5BD

Email: Mahendra.chauhan@birmingham.gov.uk

Phone number: 0121 675 3612

Name: Christopher Neville

Address:

Place Directorate

Manor House

40 Moat Lane

Birmingham

B5 5BD

Email chris.neville@birmingham.gov.uk

Phone number: 0121 675 2495

These contact details shall be updated as and when necessary.

4.3 Transition and continuity

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

5. Complaint Management

IoFCD will respond to and seek to resolve all complaints received, and issue penalties according to its rules. The Council will provide real time notification of any complaints it wishes to be resolved immediately and provide sufficient detail for any retrospective complaints to be investigated. Where the collection agencies or the charities themselves receive complaints it is expected that they will provide information to the IoFCD including information about the identity of any individual collector who is subject of a complaint and of the action taken (if any).

Members of the public are encouraged to direct complaints about charity fundraising to the Fundraising Regulator.

6. Working Together

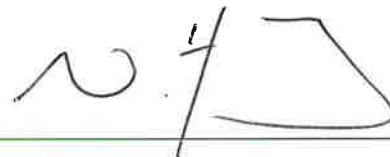
Birmingham City Council agree to work with the IoFCD to raise awareness regarding this site management scheme, including explaining what face-to-face fundraising is, the IoFCD, the Code of Fundraising Practice, and facts about Direct Debit.

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

This SMA may be reviewed from 6 months after its implementation, as and when it is deemed necessary. All amendments will be agreed in writing before becoming effective. Either party can withdraw from this agreement, giving 1 months' notice in writing.

Depending on when this agreement is signed, in relation to the IoFCD's bidding/allocation cycle, there will be a lead-time of up to 8 weeks before the agreement can be fully implemented.

Signed For and On Behalf Of Institute of Fundraising Compliance Directorate:



Print name:

NICK HENRY

Job title:

HEAD OF STANDARDS

Date:

21/4/17

Signed For and On Behalf Of Birmingham City Council



Print name:

CHRISTOPHER NEVILLE

Job title:

Head of Licensing

Date:

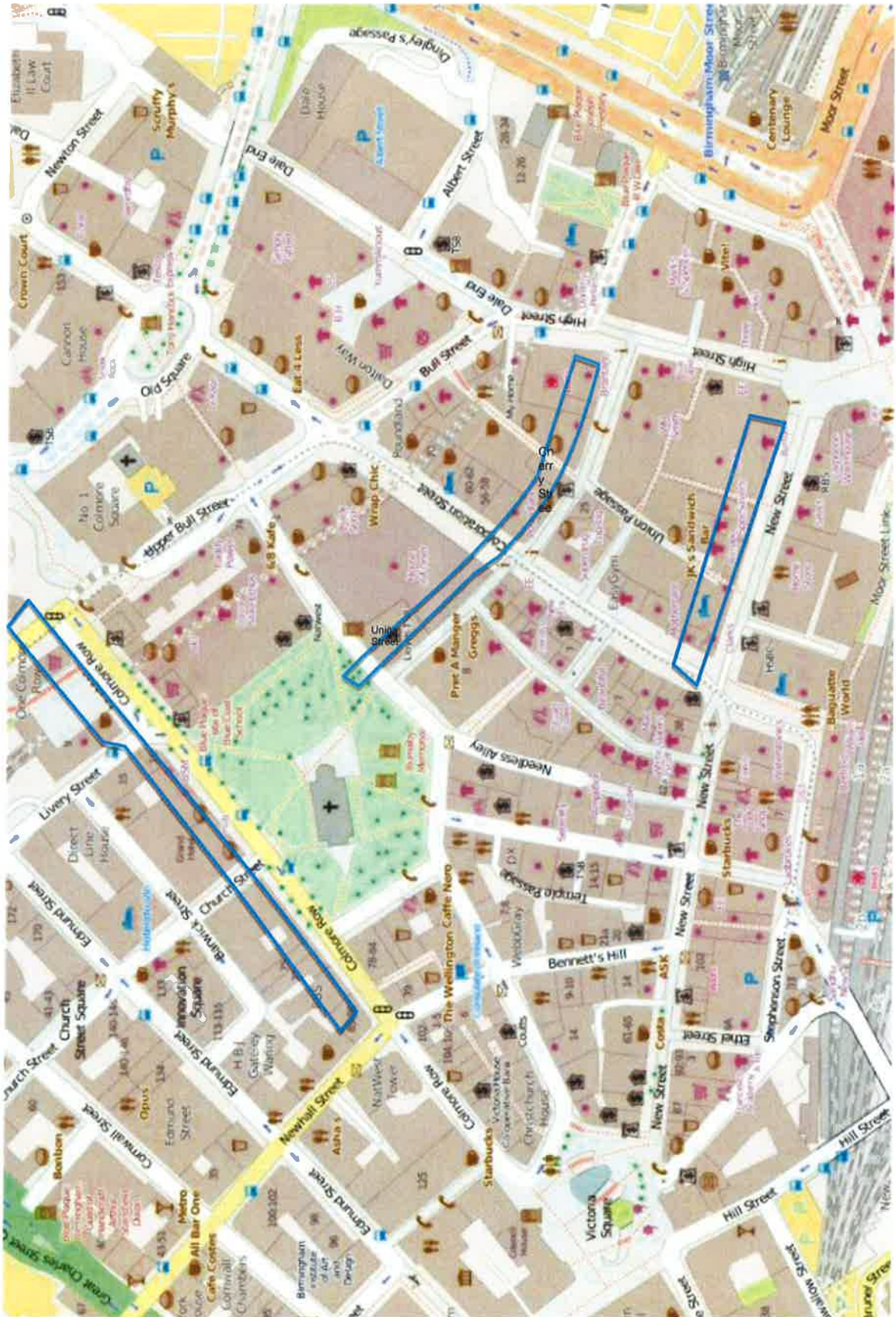
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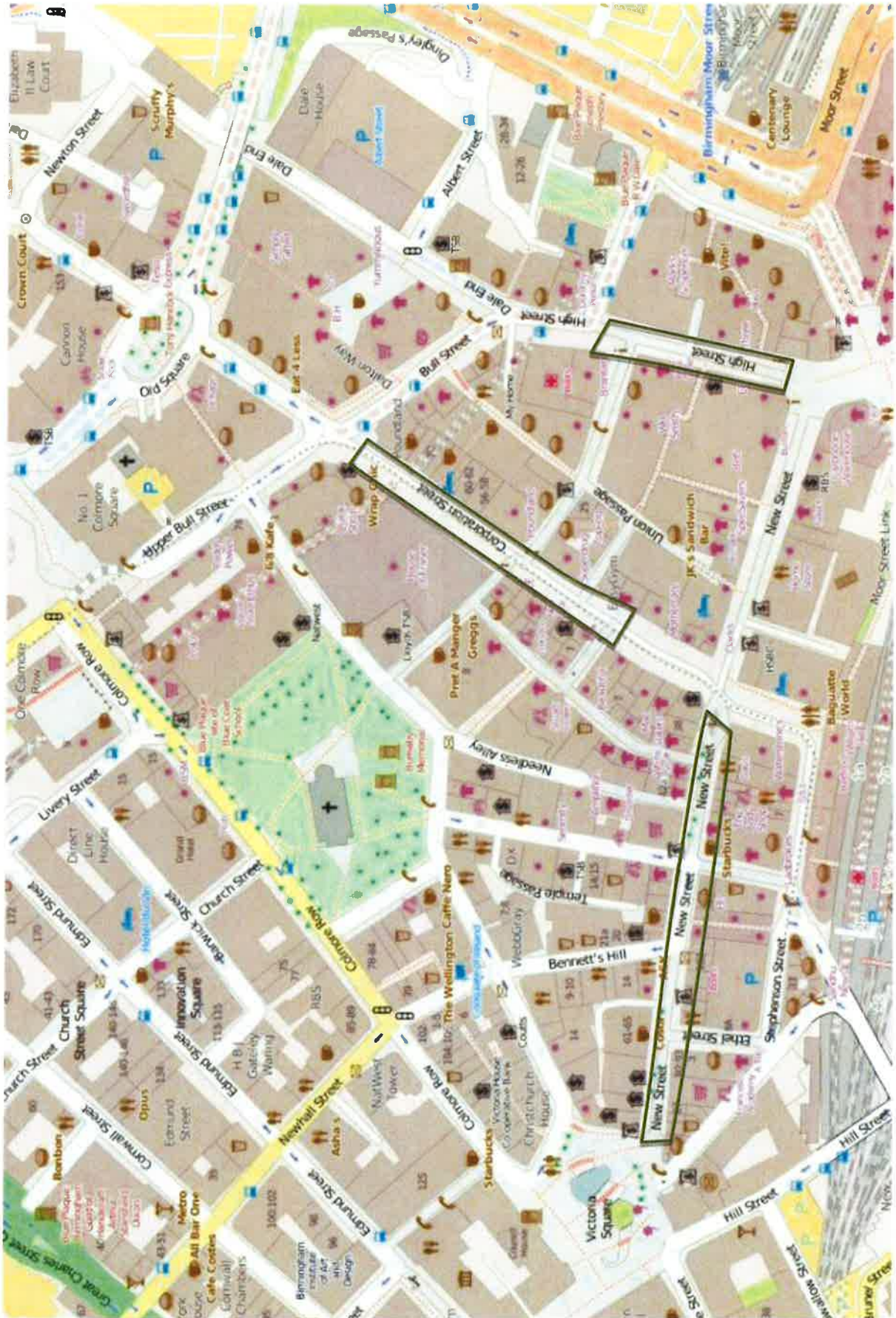
7. Appendix 1 - Maps

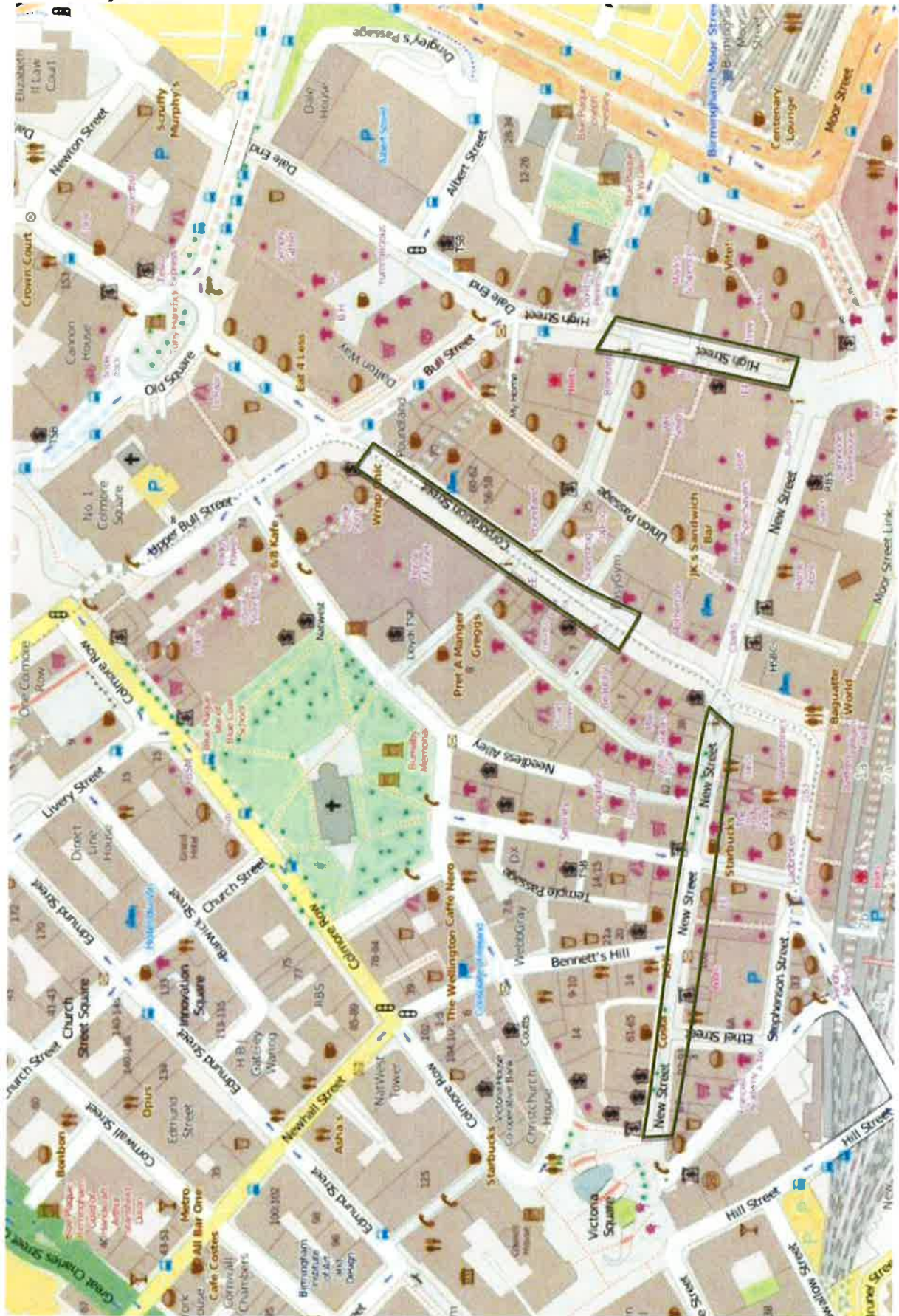
Maps showing the areas and days where fundraising is to be permitted.

Sites by days of the week:

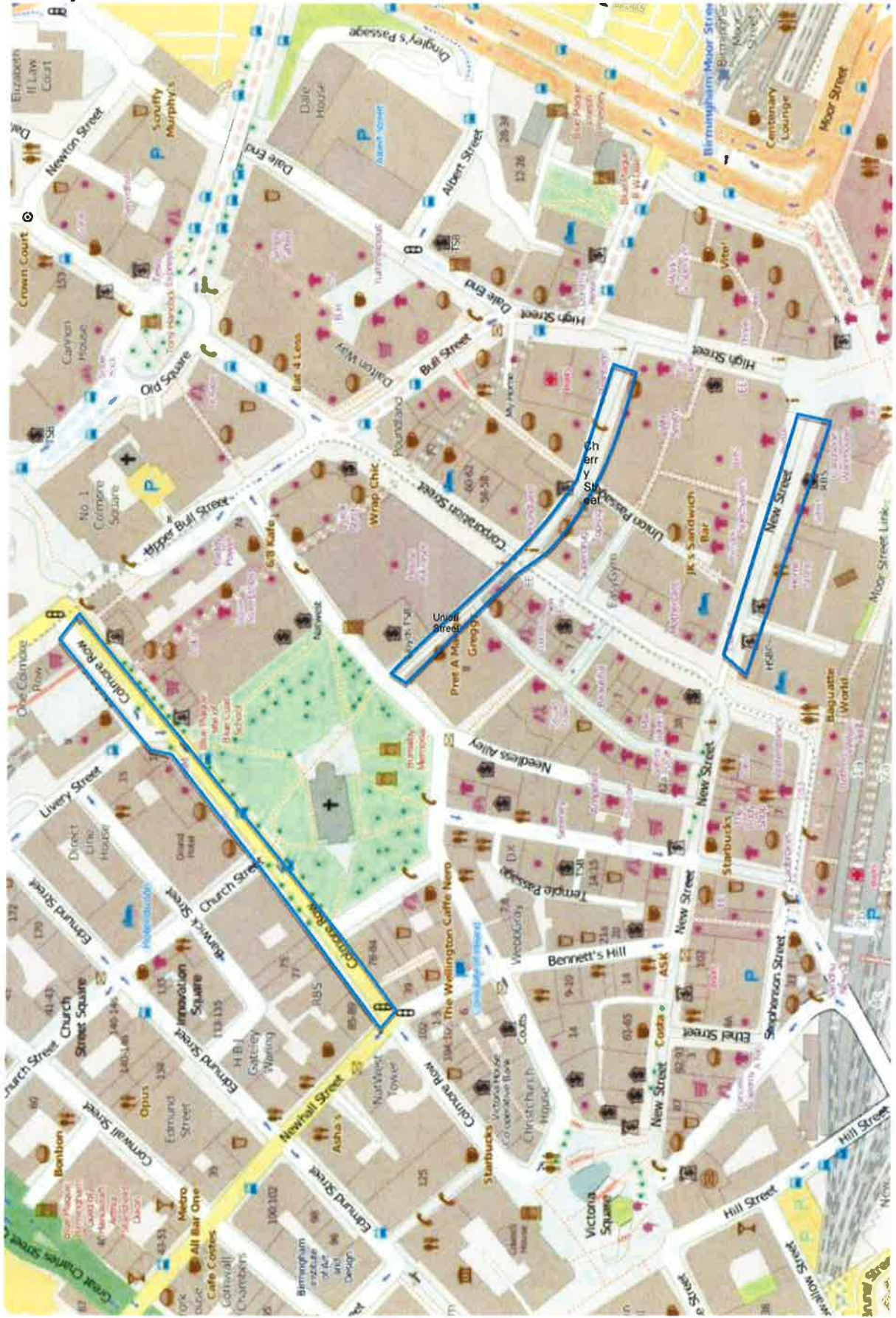
Mondays







Fridays



8. Appendix 2 - Direct Debit Guarantee

Know your rights - The Direct Debit Guarantee

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

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

The Direct Debit Guarantee

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

