

Site Management Agreement between PFRA and Brighton and Hove City Council

The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Brighton and Hove town centres and provide 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 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 relevant elements of the Institute of Fundraising's [Codes of Practice](#), and the PFRA's [Rule Book](#).

Access Details

Sites, team sizes, and frequency

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

Queens Rd: Gloucester Rd to Church St
Capacity: maximum of 3 fundraisers
Frequency: not more than 3 visits per week

Cranbourne St/Duke St: Pedestrianised area of Cranbourne St between the stairs and West St; and the pedestrianized area of Duke St between West St and Dukes Ct. Fundraisers are to remain within the central part of both streets, marked by the paving and the gutter line
Capacity: maximum of 4 fundraisers, with no more than 2 on either street
Frequency: not more than 3 visits per week

East St/St James St: East St between Prince Albert St and North St, North St between East St and Old Steine, and St James St to George St

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Capacity: maximum of 5 fundraisers, with no more than 2 positioned in the pedestrianized area of East St or on St James St
 Frequency: not more than 3 visits per week

Hove: George St between Blatchington Rd and Church Rd, with fundraisers spread out along the length of the site
 Capacity: maximum of 4 fundraisers
 Frequency: not more than 3 visits per week

London Rd: Cheapside to York Hill
 Capacity: maximum of 3 fundraisers
 Frequency: not more than 3 visits per week

North St: Portland St to Princes Pl. Fundraisers are to spread out with not more than 2 positioned on any 1 block
 Capacity: maximum of 6 fundraisers
 Frequency: not more than 3 visits per week

Western Rd: Regent Hill to Spring St. North side only. Fundraisers are to spread out with not more than 2 positioned on any 1 block.
 Capacity: maximum of 6 fundraisers
 Frequency: not more than 3 visits per week

- 2) 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.
- 3) Only one charity will be present on any one site 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. In furtherance of this, it is desirable that a minimum footway channel of 1 metre be

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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 within 6 metres of the frontage of any licensed market/street trader. Fundraisers should maintain a reasonable distance (of approximately 3 metres) apart from one another and any other legitimate street activities (e.g. Big Issue sellers, buskers, newspaper stands, promotional activities and market researching).

Information Required

Nominated Gatekeeper

- 1) The nominated gatekeeper for [insert name](#) Council is [insert contact](#) and his/her contact details are [insert](#). In his/her absence all enquiries should be made to [secondary email](#) or [secondary telephone number](#).

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:

[Example
Name, Licensing Manager, Insert Name Council
email:

Name, Licensing Officer, Insert Name Council
email:

Name, Town Centre Manager
email: ...]

- 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 respond to and seek to resolve all complaints received, and issue penalties where this agreement or any PFRA rules have been breached. 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 PFRA including information about the identity of any individual collector who is subject of a complaint and of the action taken (if any).

Working Together

- 1) [Insert name](#) Council agrees to work with the PFRA to raise awareness regarding this site management scheme, including explaining what face-to-face fundraising is, the PFRA, the Code of Practice, and facts about Direct Debit.
- 2) The PFRA monitors member organisations, through a programme of random spot-checks, responding to complaints, and other mechanisms, to ensure fundraisers' adherence to the code of practice, PFRA Rules, and Site Management Agreements.
- 3) 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.
- 4) 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:

Signed For and On Behalf Of [Insert Council](#):



Public Fundraising *Regulatory* Association

Print name:

Job title:

Dated:

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Appendix 1

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

[\[insert map\]](#)

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Appendix 2

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.

