

21 July 2015

## Planning and Licensing Committee

### Face to Face Direct Debit Charity Collectors

**Report of:** Ashley Culverwell – Head of Borough Health Safety and Localism

**Wards Affected:** All

**This report is:** Public

#### 1. Executive Summary

- 1.1 This report is to seek Member approval for implementation of a new agreement between the Council and the Public Fundraisers Regulatory Association in respect of direct debit charity fundraising.

#### 2. Recommendation(s)

- 2.1 **That the Head of Health Safety and Localism be granted delegated authority to sign the agreement attached at Appendix A and that upon such signature the adoption of the agreement shall take immediate effect; and**
- 2.2 **That the Head of Health Safety and Localism be granted delegated authority to exclude the ability for direct debit collections to be undertaken on specific event days, with appropriate notice in accordance with paragraph 5.10 of this report.**

#### 3. Introduction and Background

- 3.1 Charitable Collections in streets and public places are governed under statute by the Police, Factories, etc (Miscellaneous Provisions) Act 1916 (the Act).
- 3.2 The Act permits the Council to make regulations with respect to ‘the places where and the conditions under which persons may be permitted in any street or public place, to collect money or sell articles for the benefit of charitable purposes...’
- 3.3 Whilst direct debit collectors are fundraising, they are not collecting cash in the sense of an immediate donation. A direct debit that an individual signs up to can be cancelled by them at any time and amounts of

donation can vary. Therefore, the fundraiser has no way of knowing how much is collected at each collection. This means that this type of collecting activity is not within scope of the licensing requirements referred to at Paragraphs 3.1 and 3.2.

- 3.4 Whilst the majority of these types of fundraiser are responsible, there can be concerns raised from time to time over unregulated collections and practices. Therefore, bona fide collectors tend to belong to the Public Fundraisers Regulatory Association (PFRA) who set and agree standards on behalf of such collectors.
- 3.5 In June 2008, the Council entered into an agreement with the PFRA which identifies certain conditions and requirements such as frequency, conduct and location of collections. However, no review of the agreement has taken place since implementation and the report to this Committee of 13 January 2015, therefore sought Member agreement to work with the PFRA to update and review the content.
- 3.6 A meeting with representatives of the PFRA took place in February and this has resulted in the draft agreement attached at Appendix A.

#### **4. Issue, Options and Analysis of Options**

- 4.1 It was reported to Members in January that given the time lapse since the agreement came into force it would appear sensible to undertake a review to ensure that it is both up to date and remains fit for purpose.
- 4.2 The review of the agreement was undertaken in full partnership with the PFRA and the draft agreement has met with their full approval.
- 4.3 There is likely to be little or no impact on the collection process although this review should be advantageous to both residents and visitors to the Borough as it better clarifies the parameters for these collections and ensures that only legitimate collections will take place.
- 4.4 Further, it may be considered that an effective and regularly updated agreement would benefit collectors and charities as the agreement promotes good practice, which in turn improves and enhances the reputation of the collectors and charities involved.

#### **5. Reasons for Recommendation**

- 5.1 The existing Member approved voluntary agreement follows a recognised legal framework, which is designed to safeguard the interests of the public, whilst protecting the interests of bona fide charity organisations. The review of this agreement ensures that it remains fit for purpose.

- 5.2 The agreement has been updated and modernised and now makes reference to new codes of practice and a rule book produced by the PFRA since the establishment of the original site agreement.
- 5.3 There were two distinct areas for street collections in Brentwood Town Centre highlighted in the original agreement, these being outside of Iceland and Superdrug respectively. However, since the establishment of the Market in the High Street, these areas can at times become pinch points and therefore one reason for a review of the agreement was to consider whether there is an appropriate alternative collection point(s).
- 5.4 Currently, collections are permitted Monday through to Saturday inclusive.
- 5.5 Subject to Member approval, the revised draft agreement extends the area within which collections may be made to any point along the High street on either side of the road between Saint Thomas Road and the Church ruins. Whilst this is an extension of the area it enables the collections to be wider spread with a maximum of two collectors on each side of the High Street and one floating supervisor. Additionally collections will only be permitted on two days per week and only between Monday and Thursday thus removing any conflict with the current Street Market operations.
- 5.6 The PFRA have stated that they do not wish to hold collections on Saturday and Sunday and believe that four available days per week is sufficient for their members needs. They therefore proposed the restriction to 4 days in order to avoid over kill and by way of compromise for a slightly extended collection area.
- 5.7 The main benefit of the revised agreement is that the PFRA become effectively partners in ensuring a safe and legitimately operated collection and through their rules, which are signed up to by all main charities, they will enforce the terms of the agreement giving penalty points in respect of breaches of these protocols.
- 5.8 The advantage of penalty points, which amount to 20, 50 or 100 at a time dependent on the level of breach of the rules, is that a fine is automatically imposed on any charity at a rate of £1 per point if and when they reach 1000 points.
- 5.9 Collectors that do not conform to the terms of the new agreement or that have not sought permission through the agreed process will be reported to the PFRA. Any person (s) that is not a member of the PFRA will be reported to the PFRA and investigated by the Council and the PFRA to ensure that they are bona fide collectors.
- 5.10 It is also worth noting that the new site agreement will provide flexibility to the Council to exclude specific event days such as lighting up Brentwood and similar events. In this regard there is a further recommendation that the Head of Borough Health, Safety and Localism be delegated the

authority to liaise with the PFRA and relevant charities and with appropriate notice, to exclude collections on such days as and when necessary to do so.

## **6. Consultation**

- 6.1 The collection for charity by way of direct debit is permitted in law, therefore there is no specific consultation requirement.
- 6.2 Any complaints received in respect of any collection, would be assessed by officers and action taken as appropriate in each case.
- 6.3 The PFRA has been involved, with the full backing of their member charities throughout this review process.

## **7. References to Corporate Plan**

- 7.1 The proposals contained within this report link directly to the following priorities of the corporate plan:

***A prosperous Borough*** – “Safeguarding public safety through a risk based regulation and licensing service.”

***Street Scene and Environment*** – “Develop effective partnership arrangements so all issues affecting neighbourhoods are delivered in a timely and efficient way”

***Localism*** – Encourage local businesses to invest directly in Brentwood’s communities”

## **8. Implications**

### **Financial Implications**

**Name & Title:** Christopher Leslie, Finance Director

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- 8.1 There are no direct financial implications arising from the recommendations.

### **Legal Implications**

**Name & Title:** Christopher Potter, Monitoring Officer and Head of Support Services

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- 8.2 The purpose and spirit of this voluntary Site Management Agreement (SMA) is to facilitate responsible face-to-face fundraising in Brentwood town centre 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. Whilst there are no legal requirements in order to conduct a face to face street collection, this agreement clearly indicates a willingness and desire by the main charities through the PFRA, to operate legitimately and to self regulate.

**Other Implications** (where significant) – i.e. Health and Safety, Asset Management, Equality and Diversity, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

There are no significant implications arising from agreement to the recommendations of this report.

## **9. Appendices to this report**

Appendix A – Draft Site Management Agreement

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