

**St Raphael's Hospice**  
**Meeting of the Finance & Resources Committee**  
**To be held at St Raphael's Hospice**  
**At 14:00 on Tuesday 21<sup>st</sup> January 2025**

Members: Alan Cogbill (AC – Chair)  
Steve Chambers (SC)  
Ed Cook (EC)  
Paul Holmes (PH)  
Sr Kathleen O'Reilly (KO'R)

In attendance: Nick Stevens (NS – Joint CEO)  
Rebecca Trower (RT – Joint CEO)  
John Groom (JG – Director of IT & Facilities)  
Alex Rudkin (AR – Director of Quality and Governance)  
Anna Machin (AM – Governance – AM)

Item	Time	Description	Purpose	Lead
1.	14.00-14.05	Welcomes, apologies for absence and declarations of interest	Discussion	Chair
2.	14.05-14.15	Review of minutes from 15 <sup>th</sup> October 2024 Committee meeting	Approval	Chair
3.		Actions List and update on matters arising (see agenda)	Discussion	
4.	14.15-14.45	Finance Report including: <ul style="list-style-type: none"> <li>• Restructure update</li> <li>• Management accounts to end of December 2024 – detailed &amp; summary</li> <li>• Balance sheet &amp; cash movements</li> <li>• KPI report</li> <li>• Review of financial position vs five-year plans and outline 2025/26 look-ahead</li> <li>• Lottery proposal</li> </ul>	Discussion	NS, NV
5.	14.45-15.00	External audit retender (verbal update)	Discussion	NS, NV
6.	15.00-15.30	IT & Estates report inc. consideration of items for proposal to Hospice UK	Discussion	JG
7.	15.40-15.55	Clinical Quality & Governance Report	Discussion	AR
8.	15.55-16.00	Any Other Business & Date of next meeting	Discussion	Chair

**Dates of future meetings:** Tuesday 6th May, 2-4pm; Tuesday 15th July, 2-4pm

**Actions log**

<b>Agenda item</b>	<b>Action</b>	<b>Responsible</b>	<b>Timeline</b>	<b>Ref.</b>	<b>Update</b>
4. 2024/25 budget	Prepare 2024/25 budget for Board approval based on Committee discussion	Nick Stevens	By May Board meeting	23.04.24/01	Complete
7. Committee Terms of Reference	Update based on Committee feedback	Anna Machin	By May Board meeting	23.04.24/02	Complete
8. AOB	Bring Financial Delegated Authorities for approval	Nick Stevens	July meeting	23.04.24/03	Complete
4. 2023/24 year-end planning	Arrange meeting with auditors	Alan Cogbill	September	18.07.24/01	Complete
3. Actions	Going concern statement to be drafted for board meeting	Nick Stevens	October board meeting	15.10.24/01	Complete

**St Raphael's Hospice**  
**Minutes of a Meeting of the Finance & Resources Committee**  
**Held at St Bede's, London Road, Cheam, Sutton, SM3 9DX**  
**At 14:00 on Tuesday 15<sup>th</sup> October 2024**

Members: Alan Cogbill (Trustee – AC)  
Steve Chambers (Trustee – SC)  
Ed Cook (Co-opted Committee member and Board Advisor – EC)  
Paul Holmes (Trustee – PH) - apologies  
Sr Kathleen O'Reilly (Trustee – KO'R) – apologies

In attendance: Nick Stevens (joint CEO – NS)  
Rebecca Trower (joint CEO – RT – for items 1-5)  
John Groom (Director of IT & Estates – JG)  
Jenny Wingate (Governance – JW – virtual)  
Siobhan Holmes – (External auditor, Hays McIntyre – SH - virtual)

**Actions arising**

<b>Agenda item</b>	<b>Action</b>	<b>Responsible</b>	<b>Timeline</b>	<b>Ref.</b>
3. Actions	Going concern statement to be drafted for board meeting	Nick Stevens	Oct Board meeting	15.10.24/01

*The meeting commenced at 14.00*

**1. Welcome, apologies for absence and declarations of interest**

Alan Cogbill welcomed Committee members to the meeting. Apologies were received from Paul Holmes and Sr Kathleen O'Reilly. The meeting was confirmed as quorate. There were no declarations of interest from Committee members.

**2. Review of minutes from 18th July 2024 Committee meeting & matters arising**

The minutes of the previous meeting were reviewed and approved as an accurate record of proceedings by the Committee.

**3. Actions and update on matters arising**

In relation to the external audit report and accounts (see below) it was agreed that there would need to be further work done on budget scenarios and risks over the next period, with an ongoing concern assessment to be drafted by Nick Stevens so trustees can feel confident about signing the accounts. It was recognised that the going concern statement relates to the next 12 months and this would be protected by deferred income.

**4. 2023/24 external auditors' report & annual report and accounts**

Nick introduced Siobhan Holmes to the Committee and thanked her and the auditors in her team for their support. Siobhan began by thanking St Raphael's for their commitment and

engagement. She confirmed that she fully anticipated that it would be finalised as a clean audit and the findings were as positive as they could be. She summarised the findings as follows:

- Noted that significant risks are the standard risks that need to be considered and there are no material issues
- Key accounting estimates are robust and meet all requirements
- Confirmed that visits had been made to two shops – satisfactory assessment of controls
- Any valuation discrepancies in the report have now been clarified
- Auditors are comfortable with the going concern statement for the next 12 months, but all trustees must ensure they are comfortable with this statement on an individual basis.
- The auditors have used a new tool Data Analytics this year to make more granular analysis of transactions. Of these, 11 transactions were determined as being elevated risks but having reviewed each of them, auditors are happy that they were all legitimate transactions.
- Two recommendations have been made on controls both of which are advisory: segregation of duty in cash counting and banking at shops; and stock counts in some shops. Noted that the first is a common issue for charities and given staffing levels, is not possible.
- Emerging issues section – Siobhan highlighted a number of updates from the Charity Commission that would be of relevance to trustees including highlighting the recently updated [trustee quiz](#) which would be helpful for all to complete.
- Financial statements – similar to previous years with no changes to compliance side. Noted that the update to SORPS will be released next year and will impact on accounts in March 2027.

The Chair asked for comments and feedback:

- They welcomed the updates from the Charity Commission stating that it was a helpful reminder of the importance of the role of the trustee and the responsibilities related to all rather than, for example, just relying on the treasurer to confirm confidence in the accounts
- Useful additional analysis from Data Analytics

Next steps were confirmed – noting that the Chair would sign the accounts and a letter of representation sent by the auditors along with the final version of the auditor's report.

Committee thanked Siobhan for the report.

*Siobhan Holmes left the meeting.*

The Committee discussed at what point auditor appointment would be reviewed. It was confirmed that this would be in two years at the five-year point of using Hays McIntyre. **The Committee confirmed that they were happy to recommend the accounts to the Board of Trustees.** The letter of representation will be shared with trustees prior to the next meeting. Nick was asked if there were any additional points that need to be shared prior to approval. He confirmed there were no additional points.

Before moving onto the next items, the Committee asked Nick to thank Neena Vadgama for all the work she had done to complete the papers before going on annual leave, noting the additional pressure as a result of her reduced hours following the restructure.

## 5. Finance report including:

### 5.1 Restructure update

Nick Stevens confirmed that the restructure had now been completed with 12 redundancies 19 adjusted roles, 3 settlement agreements, one related to redundancy, two related to other

matters. This has meant 14 leavers in five months from April to date. There remains a saving to be identified from the fundraising team, but savings have already been recouped in this team, and two recent resignations will result in further savings and enable the planned reduction as a result of the restructure. This situation was discussed at length at the Income Generation Committee the day before where it was confirmed it was expected that all income generating streams can be sustained with a possible need to recruit one additional person.

*Rebecca Trower left the meeting.*

The Committee spoke about the challenges arising as a result of the restructure and the fact that it would take time to settle and it was recognised that there were risks, for example with sickness creating a capacity issue. It was noted that within retail, they have been consistently £5k a month below budgeted expenditure for staff costs and so this could potentially be used to increase the team capacity and still stay within budget.

## **5.2 Management account to end Sept 24 – detailed & summary**

Nick reported on figures to date, confirmed that:

- Income from the NHS is £65k over budget due to £60k additional income from continuing care payments. The rate of £550 a day has been paid by Merton – this will not be sustainable in the longer term and a meeting is to be held to agree a tariff across hospices.
- Other income is higher by £92k as investment movements have been higher than anticipated
- Direct cost of services is £26k below the budget and £280k above last year. This is after covered the costs of redundancy and also the backdated Agenda for Change pay increase that was implemented in September.
- Legacies – stand at £170k with a budget of £449k. There is one bequest (estimated at £400k) from a legatee who is recently deceased, which may achieve probate in the financial year.
- Donations to the end of September were £17k behind the plan, having improved over the last two months. Nick noted that donations and lottery are areas where careful review needs to be made over the longer term. With regard to lottery, the attrition rate is quicker than had been anticipated and the signs ups are currently 600 against a target of 2000. However, the bumper draw has not yet happened and thought is being put into perhaps changing the value of prizes so more can be given out thereby encouraging people to sign up.
- Shops are above expected income and below planned spent which is positive. Noted that the Wimbledon Park shop is to be sublet.

It was a slightly improved picture overall the post restructure costs will be lower in the second half. It was also noted that a £750k legacy debtor, that was expected to be received in January 2025 had been partly received (£400k) with the balance due shortly.

Nick moved on to refer to strategy development and the plans for this reporting that whilst, the priority of provision of a quality service remains the same, it would be important for staff and trustees to spend time over the next three months planning for the next phase of the hospice and identify priorities for the future.

He and Alan Cogbill reported that they have a follow up meeting with the chair and CFO of the ICB to be in October. There is not yet clarity on how the ICB will respond to the needs of the hospice, but it would be useful to have discussions about this. It was important to bear in mind that fundamentally what is needed by the hospice for it to be sustainable is not huge in to the context of NHS budgets. Nonetheless, it was vital that the profile of the hospice and media coverage remains high to ensure it is at the forefront of minds.

With regard to KPIs at this stage, legacies and the lottery are showing as red, with the overall shortfall less than had been anticipated.

The Committee commented on how positive the figures on donations were noting that spontaneous online donations had increased following the press coverage. They discussed the growth of donations and how donors could be encouraged to support particular areas of need, for example a recent donor had wanted to fund a 'new initiative' but had decided to support an existing shop rental in order to enable the charity to open a further shop and hence leverage additional profits.

## **6. IT & Estates report**

John Groom referred the Committee to his report highlighting the departure of Steve Cresswell, the facilities manager – Steve was thanked for his many years of dedication. His departure had meant that Pete Morris is promoted to Facilities Manager and that a new facilities assistant has been recruited. This structure is working well with a strong team of volunteers focused on the garden.

John spoke about the significant changes to the IT system over the last six months as approved by the board as part of the savings plans. These have nearly all been implemented now and all is going well. The move to the Cloud has minimised the cyber security risk.

There have been some issues to do with the level of time and resource needed for this work, but nothing of significance. As the Committee are aware, there is a trial underway at the Orangery to increase income – this will be reported on at the next meeting.

The Chair commented on how much work has gone into these IT projects especially and asked for thanks to be passed on to the team in managing this so smoothly.

Steve Chambers commented on how from his experience as a new trustee, IT and induction had been a positive experience.

## **7. Any Other Business and Dates of future meetings**

There were no further items raised under Any Other Business. The date of the next meeting was confirmed as Tuesday 21<sup>st</sup> January 2025.

*The meeting ended at 3.45pm.*

Approved.....

Date.....

SRH Detailed Income and Expenditure	Year To Date											
	Actual	Budget	Variance	Prior Year	Variance	Actual 2023-24	F'Castl 2024-25	Budget 2024-25	Variance	F'cast 2025-26	Variance	
<b>31-Dec-24</b>												
<b>NHS Contract</b>	<b>1,375,215</b>	<b>1,280,201</b>	95,013	<b>1,220,893</b>	154,321	1,666,926	<b>1,899,619</b>	<b>1,772,935</b>	126,684	<b>1,936,289</b>	36,671	
<b>NHS Other Fees</b>	<b>98,107</b>	<b>912</b>	97,195	<b>894</b>	97,213	30,277	<b>110,592</b>	<b>13,397</b>	97,195	<b>36,000</b>	(74,592)	
<b>Hospice Grants</b>	<b>1,045,428</b>	<b>1,000,000</b>	45,428	<b>410</b>	1,045,018	135	<b>1,045,428</b>	<b>1,000,000</b>	45,428	<b>1,050</b>	(1,044,378)	
<b>Other income</b>	<b>247,036</b>	<b>248,126</b>	(1,090)	<b>210,109</b>	36,927	338,859	<b>330,043</b>	<b>331,134</b>	(1,090)	<b>340,682</b>	10,639	
<b>Investment Income</b>	<b>139,904</b>	<b>38,601</b>	101,303	<b>148,833</b>	(8,929)	255,142	<b>152,194</b>	<b>51,564</b>	100,630	<b>72,202</b>	(79,992)	
<b>Orangery Income</b>	<b>23,423</b>	<b>23,355</b>	69	<b>22,243</b>	1,181	29,639	<b>31,190</b>	<b>31,121</b>	69	<b>32,749</b>	1,559	
<b>Operating Income</b>	<b>2,929,113</b>	<b>2,591,195</b>	337,919	<b>1,603,382</b>	1,325,732	<b>2,320,977</b>	<b>3,569,066</b>	<b>3,200,150</b>	368,916	<b>2,418,973</b>	(1,150,094)	
Staff Costs	(3,138,626)	(3,254,614)	115,988	(2,961,116)	(177,510)	(4,007,084)	<b>(4,040,740)</b>	<b>(4,153,242)</b>	112,503	<b>(3,880,346)</b>	160,393	
Training, Recruitment and subscriptions	(25,044)	(25,864)	821	(33,810)	8,766	(45,643)	<b>(33,203)</b>	<b>(33,825)</b>	622	<b>(34,924)</b>	(1,721)	
Food and Catering	(28,324)	(36,079)	7,755	(35,714)	7,390	(47,200)	<b>(39,101)</b>	<b>(47,966)</b>	8,865	<b>(39,825)</b>	(725)	
Cleaning and Waste Disposal	(22,716)	(31,242)	8,525	(29,973)	7,257	(41,532)	<b>(33,330)</b>	<b>(41,856)</b>	8,525	<b>(44,198)</b>	(10,868)	
Travel and Motoring Expenses	(10,265)	(14,196)	3,930	(14,646)	4,381	(19,002)	<b>(13,703)</b>	<b>(17,904)</b>	4,200	<b>(15,123)</b>	(1,420)	
Drugs, Dressings and Consumables	(98,488)	(109,631)	11,144	(104,940)	6,453	(142,879)	<b>(131,458)</b>	<b>(143,325)</b>	11,867	<b>(133,896)</b>	(2,438)	
Rates and Utilities	(72,954)	(61,758)	(11,196)	(48,931)	(24,023)	(67,951)	<b>(93,540)</b>	<b>(82,344)</b>	(11,196)	<b>(96,892)</b>	(3,352)	
Repairs and Maintenance	(64,118)	(66,107)	1,988	(82,519)	18,401	(110,967)	<b>(85,830)</b>	<b>(87,818)</b>	1,988	<b>(87,547)</b>	(1,717)	
Telephones, Postage, Stationery & IT	(42,782)	(48,384)	5,601	(45,863)	3,080	(59,862)	<b>(60,284)</b>	<b>(64,563)</b>	4,278	<b>(65,088)</b>	(4,803)	
Rent	(236,550)	(236,925)	375	(202,650)	(33,900)	(315,225)	<b>(315,525)</b>	<b>(315,900)</b>	375	<b>(324,682)</b>	(9,157)	
Other Direct Costs	(21,413)	(29,179)	7,765	(38,259)	16,846	(50,013)	<b>(31,947)</b>	<b>(39,307)</b>	7,360	<b>(40,468)</b>	(8,521)	
<b>Direct Cost of Service</b>	<b>(3,761,282)</b>	<b>(3,913,978)</b>	152,696	<b>(3,598,422)</b>	(162,859)	<b>(4,907,359)</b>	<b>(4,878,661)</b>	<b>(5,028,049)</b>	149,389	<b>(4,762,989)</b>	115,672	
<b>Depreciation</b>	<b>(81,481)</b>	<b>(89,442)</b>	7,961	<b>(81,901)</b>	420	<b>(109,815)</b>	<b>(109,217)</b>	<b>(120,509)</b>	11,292	<b>(107,627)</b>	1,590	
<b>Direct Service Cost less Direct Income</b>	<b>(913,649)</b>	<b>(1,412,225)</b>	498,576	<b>(2,076,942)</b>	1,163,292	<b>(2,696,197)</b>	<b>(1,418,812)</b>	<b>(1,948,408)</b>	529,596	<b>(2,451,643)</b>	(1,032,831)	
Staff Costs	(631,150)	(675,993)	44,843	(529,819)	(101,331)	(757,923)	<b>(828,764)</b>	<b>(859,349)</b>	30,586	<b>(794,643)</b>	34,121	
Training, Recruitment and subscriptions	(13,068)	(9,948)	(3,121)	(19,038)	5,970	(23,536)	<b>(16,450)</b>	<b>(13,329)</b>	(3,121)	<b>(18,707)</b>	(2,257)	
Telephones, Postage, Stationery & IT	(114,035)	(140,115)	26,080	(96,121)	(17,914)	(127,218)	<b>(159,935)</b>	<b>(186,015)</b>	26,080	<b>(187,466)</b>	(27,532)	
Professional Services	(73,307)	(44,520)	(28,788)	(61,631)	(11,676)	(162,551)	<b>(88,137)</b>	<b>(59,349)</b>	(28,788)	<b>(57,323)</b>	30,814	
Other Costs	(59,695)	(68,203)	8,508	(35,853)	(23,842)	(45,838)	<b>(117,264)</b>	<b>(90,773)</b>	(26,492)	<b>(93,774)</b>	23,490	
VAT	(13,264)	(8,061)	(5,203)	(22,264)	9,000	(28,158)	<b>(17,986)</b>	<b>(12,783)</b>	(5,203)	<b>(16,377)</b>	1,608	
Support charged to Income Generation	323,802	330,030	(6,228)	266,050	57,752	396,259	<b>435,091</b>	<b>425,699</b>	9,391	<b>421,089</b>	(14,002)	
<b>Indirect Service Costs</b>	<b>(647,604)</b>	<b>(660,060)</b>	12,456	<b>(532,100)</b>	(115,504)	<b>(792,519)</b>	<b>(870,181)</b>	<b>(851,399)</b>	(18,782)	<b>(842,177)</b>	28,004	
<b>Net Service Cost to be Funded</b>	<b>(1,561,253)</b>	<b>(2,072,285)</b>	511,032	<b>(2,609,041)</b>	1,047,788	<b>(3,488,716)</b>	<b>(2,288,993)</b>	<b>(2,799,807)</b>	510,814	<b>(3,293,820)</b>	(1,004,827)	

CPC-550

redundancy costs included in August - so high v prior year

Prof Service is high because of HR consultants re Cost reductions - Also Financial Audit Fee is in the figures and also accrued for (will be corrected)

SRH Detailed Income and Expenditure	Year To Date										
	Actual	Budget	Variance	Prior Year	Variance	Actual 2023-24	F'Cast1 2024-25	Budget 2024-25	Variance	F'cast 2025-26	Variance
<b>31-Dec-24</b>											
<b>Income Generation</b>											
<b>Legacies</b>	<b>416,239</b>	<b>720,032</b>	<i>(303,793)</i>	<b>712,177</b>	<i>(295,938)</i>	<b>1,591,533</b>	<b>1,066,239</b>	<b>1,312,500</b>	<i>(246,261)</i>	<b>1,378,125</b>	<i>311,886</i>
<b>Donations</b>	<b>1,082,134</b>	<b>1,019,698</b>	<i>62,436</i>	<b>798,284</b>	<i>283,850</i>	<b>1,108,295</b>	<b>1,358,300</b>	<b>1,335,500</b>	<i>22,800</i>	<b>1,545,200</b>	<i>186,900</i>
<b>Gift Aid</b>	<b>137,008</b>	<b>49,651</b>	<i>87,357</i>	<b>35,690</b>	<i>101,318</i>	<b>60,383</b>	<b>187,008</b>	<b>66,775</b>	<i>120,233</i>	<b>108,164</b>	<i>(78,844)</i>
Staff Costs	(448,924)	(448,522)	<i>(402)</i>	(378,968)	<i>(69,956)</i>	(525,495)	(569,878)	(588,643)	<i>18,765</i>	<b>(522,668)</b>	<i>47,210</i>
Training, Recruitment and subscriptions	(17,093)	(4,050)	<i>(13,043)</i>	(18,556)	<i>1,463</i>	(22,351)	(18,443)	(5,400)	<i>(13,043)</i>	<b>(9,770)</b>	<i>8,673</i>
Rent, Rates and Utilities	0	0	<i>0</i>	(33,697)	<i>33,697</i>	(42,401)	0	0	<i>0</i>	<b>0</b>	<i>0</i>
Repairs and Maintenance	(666)	(3,466)	<i>2,800</i>	(4,462)	<i>3,796</i>	(4,970)	(1,834)	(4,635)	<i>2,800</i>	<b>(3,232)</b>	<i>(1,398)</i>
Telephones, Postage, Stationery & IT	(17,590)	(16,609)	<i>(981)</i>	(14,583)	<i>(3,007)</i>	(20,393)	(26,312)	(25,331)	<i>(981)</i>	<b>(25,331)</b>	<i>981</i>
Events and Communications	(43,626)	(142,430)	<i>98,804</i>	(70,815)	<i>27,188</i>	(77,444)	(73,075)	(171,879)	<i>98,804</i>	<b>(211,700)</b>	<i>(138,625)</i>
Other Costs	(26,936)	(23,479)	<i>(3,457)</i>	(32,490)	<i>5,554</i>	(39,413)	(34,843)	(31,386)	<i>(3,457)</i>	<b>(28,964)</b>	<i>5,879</i>
<b>Net Fundraising Contribution</b>	<b>1,080,545</b>	<b>1,150,824</b>	<i>(70,279)</i>	<b>992,581</b>	<i>87,965</i>	<b>2,027,743</b>	<b>1,887,161</b>	<b>1,887,501</b>	<i>(340)</i>	<b>2,229,825</b>	<i>342,664</i>
<b>Lottery Income</b>	<b>278,461</b>	<b>329,573</b>	<i>(51,112)</i>	<b>264,133</b>	<i>14,328</i>	<b>354,369</b>	<b>375,117</b>	<b>448,680</b>	<i>(73,563)</i>	<b>347,465</b>	<i>(27,652)</i>
Staff Costs	(18,733)	(17,638)	<i>(1,096)</i>	(17,462)	<i>(1,272)</i>	(23,378)	(24,699)	(23,603)	<i>(1,096)</i>	<b>(24,833)</b>	<i>(134)</i>
Agency Staff	(129,525)	(208,622)	<i>79,097</i>	(78,585)	<i>(50,940)</i>	(78,084)	(174,525)	(208,622)	<i>34,097</i>	<b>0</b>	<i>174,525</i>
Printing, Postage and Marketing	(2,800)	(9,100)	<i>6,300</i>	(2,635)	<i>(165)</i>	(2,947)	(3,250)	(9,550)	<i>6,300</i>	<b>(6,000)</b>	<i>(2,750)</i>
Bank, Management and Other Charges	(36,254)	(51,516)	<i>15,262</i>	(35,268)	<i>(986)</i>	(47,437)	(48,911)	(70,253)	<i>21,342</i>	<b>(66,358)</b>	<i>(17,447)</i>
Lottery Prizes	(58,500)	(61,000)	<i>2,500</i>	(58,500)	<i>0</i>	(78,000)	(79,500)	(82,000)	<i>2,500</i>	<b>(42,000)</b>	<i>37,500</i>
<b>Net Lottery Contribution</b>	<b>32,649</b>	<b>(18,303)</b>	<i>50,952</i>	<b>71,683</b>	<i>(39,035)</i>	<b>124,523</b>	<b>44,232</b>	<b>54,652</b>	<i>(10,419)</i>	<b>208,274</b>	<i>164,042</i>
Shop Income	1,434,683	1,411,624	<i>23,059</i>	1,232,645	<i>202,038</i>	1,667,013	1,875,943	1,869,424	<i>6,519</i>	1,962,786	<i>86,843</i>
Gift Aid	61,639	70,581	<i>(8,942)</i>	20,000	<i>41,639</i>	59,702	83,702	93,471	<i>(9,769)</i>	98,139	<i>14,437</i>
Other Income	2,901	0	<i>2,901</i>	0	<i>2,901</i>	0	2,901	0	<i>2,901</i>	0	<i>(2,901)</i>
<b>Total Shop Income</b>	<b>1,499,223</b>	<b>1,482,205</b>	<i>17,018</i>	<b>1,252,645</b>	<i>246,578</i>	<b>1,726,714</b>	<b>1,962,546</b>	<b>1,962,895</b>	<i>(349)</i>	<b>2,060,925</b>	<i>98,379</i>
<b>Staff Costs</b>	<b>(664,142)</b>	<b>(720,500)</b>	<i>56,358</i>	<b>(652,481)</b>	<i>(11,661)</i>	<b>(890,129)</b>	<b>(888,890)</b>	<b>(957,516)</b>	<i>68,626</i>	<b>(918,802)</b>	<i>(29,912)</i>
Training, Recruitment and subs	(5,570)	(4,697)	<i>(873)</i>	(7,640)	<i>2,070</i>	(10,268)	(7,571)	(6,697)	<i>(873)</i>	<b>(6,588)</b>	<i>983</i>
Consumables and Goods for Resale	(25,751)	(45,500)	<i>19,749</i>	(54,045)	<i>28,294</i>	(63,367)	(36,251)	(60,500)	<i>24,249</i>	<b>(49,493)</b>	<i>(13,242)</i>
Cleaning and Waste Disposal	(21,999)	(23,508)	<i>1,509</i>	(29,441)	<i>7,442</i>	(43,320)	(29,776)	(31,285)	<i>1,509</i>	<b>(31,275)</b>	<i>(1,499)</i>
Rent, Rates and Utilities	(344,036)	(356,539)	<i>12,502</i>	(318,952)	<i>(25,084)</i>	(454,872)	(465,852)	(484,188)	<i>18,336</i>	<b>(467,233)</b>	<i>(1,381)</i>
Repairs and Maintenance	(18,498)	(23,400)	<i>4,902</i>	(33,663)	<i>15,165</i>	(48,810)	(26,298)	(31,200)	<i>4,902</i>	<b>(26,560)</b>	<i>(262)</i>
Depreciation	(66,224)	(76,953)	<i>10,729</i>	(63,686)	<i>(2,538)</i>	(88,095)	(88,176)	(98,546)	<i>10,369</i>	<b>(89,503)</b>	<i>(1,327)</i>
Telephones, Postage, Stationery & IT	(20,129)	(18,900)	<i>(1,229)</i>	(17,792)	<i>(2,337)</i>	(25,162)	(27,563)	(25,200)	<i>(2,363)</i>	<b>(29,526)</b>	<i>(1,963)</i>
Other Costs	(11,735)	(28,905)	<i>17,170</i>	(23,736)	<i>12,001</i>	(27,827)	(20,873)	(38,043)	<i>17,170</i>	<b>(53,793)</b>	<i>(32,920)</i>
Bank, credit card and cash collection	(23,181)	(17,667)	<i>(5,514)</i>	(18,536)	<i>(4,645)</i>	(24,534)	(30,456)	(23,697)	<i>(6,759)</i>	<b>(30,230)</b>	<i>226</i>
<b>Total Non-Staff Costs</b>	<b>(543,785)</b>	<b>(605,632)</b>	<i>61,847</i>	<b>(577,380)</b>	<i>33,595</i>	<b>(801,748)</b>	<b>(742,665)</b>	<b>(812,106)</b>	<i>69,442</i>	<b>(795,184)</b>	<i>(52,519)</i>
<b>Net Shops Contribution</b>	<b>291,296</b>	<b>156,073</b>	<i>135,223</i>	<b>22,783</b>	<i>268,513</i>	<b>34,837</b>	<b>330,991</b>	<b>193,273</b>	<i>137,718</i>	<b>346,939</b>	<i>15,948</i>
<b>Support Costs</b>	<b>(323,802)</b>	<b>(330,030)</b>	<i>6,228</i>	<b>(266,050)</b>	<i>(57,752)</i>	<b>(396,259)</b>	<b>(435,091)</b>	<b>(425,699)</b>	<i>(9,391)</i>	<b>(421,089)</b>	<i>14,002</i>
<b>Net Contribution from Income Generating Activities</b>	<b>1,080,688</b>	<b>958,564</b>	<i>122,124</i>	<b>820,997</b>	<i>259,691</i>	<b>1,790,845</b>	<b>1,827,294</b>	<b>1,709,726</b>	<i>117,568</i>	<b>2,363,949</b>	<i>536,656</i>
<b>Net Shortfall before DoC funding</b>	<b>(480,565)</b>	<b>(1,113,720)</b>	<i>633,156</i>	<b>(1,788,044)</b>	<i>1,307,479</i>	<b>(1,697,871)</b>	<b>(461,699)</b>	<b>(1,090,081)</b>	<i>628,382</i>	<b>(929,871)</b>	<i>(468,172)</i>
<b>Drawdown from DoC grant / other DoC</b>	<b>(500)</b>	<b>0</b>	<i>(500)</i>	<b>0</b>	<i>(500)</i>	<b>500,000</b>	<b>499,500</b>	<b>500,000</b>	<i>(500)</i>	<b>600,000</b>	<i>100,500</i>
<b>Shortfall for period</b>	<b>(481,065)</b>	<b>(1,113,720)</b>	<i>632,656</i>	<b>(1,788,044)</b>	<i>1,306,979</i>	<b>(1,197,871)</b>	<b>37,801</b>	<b>(590,081)</b>	<i>627,882</i>	<b>(329,871)</b>	<i>(367,672)</i>

## Finance & Resources Update – IT & Estates

21 January 2025

### 1 IT Department

1. The IT contractor Chris Morley has left the IT Department now that his contract has completed.
2. The migration of all data from the on-prem Fileserver to the new SharePoint / Teams Cloud based environment is underway. So far, several departments have been transferred with little or no issues.
3. The email mailboxes (located on the Exchange 365 servers in the Cloud) are now being backed up on the Datto Cloud 365 email backup service rather than on the on-prem VEEAM backup. This change has been necessary due to the greatly increased cost of renewing the licence for the VEEAM 365 backup software.
4. The CATO / Firewall system has been enhanced to improve our security rating. Amongst the changes made are (a) the number of Internet firewall rules has been changed to follow best practice (e.g. to prompt for websites that do not have a category), (b) risky services have been blocked on the WAN firewall, and (c) traffic has been blocked from a list of countries marked by the NCSC as high risk (this list can be altered if required). We currently have a security rating of 90% but further changes will be made to improve this level.
5. We have started working with Princess Alice for a staff exchange day release programme, whereby Princess Alice IT staff will come to St Raphael's and our staff will go to them for the purpose of "up-skilling" IT staff in various systems. This is also intended to improve collaboration with Princess Alice. Royal Trinity and St Christopher's hospices are also considering joining this venture.
6. The Raiser's Edge NXT fundraising database, now overseen by Richard Carman, is now using the built-in Consent Module. This ensures that communication with donors and other users is in keeping with their requests. All entries are now date stamped. Richard has also been able to recover about £60,000 from GiftAid for past transactions which had not previously been claimed. Further GiftAid claims may be recoverable if consent forms are obtained. An email request and mailshot are being prepared to help achieve this goal.

## **2 Facilities / Catering Department**

1. The six-month Orangery Trial is progressing well. We are continuing to review our procurement of goods. In addition, we are reviewing staffing levels to try to reduce costs. It is planned to have the Orangery managed on Mondays, Tuesdays and Fridays by volunteers, our busiest two days, Wednesdays and Thursdays, will be managed by paid staff.
2. The automatic closure mechanisms for the new Fire Doors have now all been installed and linked to our Fire Alarm system.
3. Some room moves are taking place. The Doctors are moving into the Community Team room, the Consultants are moving into the Doctors room and the Consultants' Room is currently being turned into an Outpatients Clinic room.

## **3 Incidents / Risks**

1. Since the Cyber / Ransomware attack on 23 October 2023, no further incidents have occurred.

# Finance and Resources Report

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## Key Points

### 1. Key Points are:

- a. The draft management accounts for the 9 months to 31<sup>st</sup> December 2024 shows a shortfall of £(481)k compared to budget shortfall of £(1,114)k.
- b. Cash (including the investment portfolio) at the end of August stood at £3.7m compared to budget of £2.4m.
- c. Initial Projection for 2025-26 shows a shortfall of £930k before DoC allocation.

## Finance

### 2. Management Accounts – Income and Expenditure

The draft management accounts for the 9 months to 31<sup>st</sup> December 2024 is attached together with the cash movements/balance sheet summary and detailed summary.

**Income from NHS** of £1,473k is £192k above budget. This includes £98k of continuing care payments (offsetting higher salary cost on IPU).

**Other Income** includes investment movements, and this was £101k higher than budgeted across the nine months to December – we also have the £1m grant (as budgeted).

**Direct costs of service** is £153k below the budget and £163k above last year. Current year cost savings were implemented sooner than in the plan and the costs related to this partly explains the increase over prior year.

**Support costs** are roughly in line with budget.

**Legacies** remain low and stand at £416k with a budget of £720k. We are aware of one bequest (estimated at £400k) from a legatee who is recently deceased, which may achieve probate in the financial year, but it is not certain.

**Donation Income** to the end of December was £150k above the plan, having improved significantly since the spring and summer. This does include £100k of additional Gift Aid (with potentially a further £100k to arise following new insight into our historic process).

The table below shows the donation income categorised by the Fundraising team and arising from Raisers' Edge fundraising database as at the end of December 2024 and differs from the accounts total marginally due to accruals.

The upturn has been very encouraging and the core income is above budget even without the additional gift aid.

**Fundraising Income December 2024-25**

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Actual 2024-25	Budget 2024-25	Variance 2024-25
Appeals	£70,723	£82,341	£161,827	£156,510	£142,951	£142,828	£209,171	£160,000	£49,171
Challenge	£70,149	£97,396	£27,732	£35,120	£74,146	£113,769	£96,107	£60,000	£36,107
Community	£119,840	£142,293	£72,285	£48,451	£102,431	£72,504	£78,282	£158,998	£(80,716)
Corporate	£100,822	£81,455	£81,361	£97,375	£103,741	£77,337	£130,459	£131,200	£(741)
Events	£53,426	£65,501	£11,680	£31,736	£31,576	£34,333	£45,152	£35,000	£10,152
In-Mem	£150,907	£172,232	£158,241	£102,586	£145,080	£137,519	£200,432	£182,000	£18,432
Other/Gen Giving	£79,791	£66,020	£47,680	£22,200	£58,935	£90,792	£64,121	£67,500	£(3,379)
Regular	£42,041	£39,198	£40,958	£41,647	£40,867	£43,225	£63,851	£75,000	£(11,149)
Trusts	£90,186	£119,315	£57,070	£162,058	£94,276	£89,278	£121,507	£130,000	£(8,493)
Major Donors	£77,924	£80,000	£148,000	£0	£0	£0	£29,250	£20,000	£9,250
Gift Aid	£78,125	£24,976	£104,044	£38,566	£77,416	£55,900	£137,008	£49,651	£87,357
<b>Total Fundraising</b>	<b>£933,933</b>	<b>£970,727</b>	<b>£910,879</b>	<b>£736,248</b>	<b>£871,420</b>	<b>£857,485</b>	<b>£1,175,341</b>	<b>£1,069,349</b>	<b>£105,992</b>

**Fundraising Costs September 2024-25**

Staff Costs	£235,489	£294,759	£283,654	£335,813	£352,633	£378,968	£448,924	£448,522	£(402)
Other Costs	£177,433	£182,382	£127,282	£177,764	£204,884	£143,102	£105,911	£190,034	£84,123
<b>Total Costs</b>	<b>£412,922</b>	<b>£477,141</b>	<b>£410,936</b>	<b>£513,577</b>	<b>£557,517</b>	<b>£522,070</b>	<b>£554,835</b>	<b>£638,557</b>	<b>£83,722</b>
<b>Contribution</b>	<b>£521,011</b>	<b>£493,586</b>	<b>£499,943</b>	<b>£222,671</b>	<b>£313,903</b>	<b>£335,415</b>	<b>£620,506</b>	<b>£430,792</b>	<b>£189,714</b>

**Fundraising costs** remain well below budget at £555k (budget £639k) to yield a contribution of £620k after nine months.

The **lottery** income has fallen behind plan as the bumper draw has not taken place. Cost are also well behind plan as the 2024 Campaign did not start until September. The outworking is a contribution of £33k compared to a shortfall of £(18)k.

Following on from last year when **Retail** costs were considerably above budget, the team have focussed on managing staff utilisation much more rigorously and seeking to increase income by increasing prices and driving gift aid recovery.

Draft Retail at 31st December 2024	Income	Staff Costs	Property Costs	Other Direct Costs	Contribution before HQ	Allocation of HQ costs	Surplus / (Shortfall)	
Banstead	£95,513	£(38,125)	£(27,686)	£(6,208)	£23,493	£(15,948)	£7,545	8%
Carshalton	£107,989	£(32,618)	£(18,132)	£(6,137)	£51,103	£(15,695)	£35,407	33%
Cheam	£126,945	£(43,156)	£(25,517)	£(6,591)	£51,681	£(19,249)	£32,432	26%
Ebay Sales	£7,864	£(1,245)	£0	£(32)	£6,587	£(870)	£5,716	73%
Morden	£163,022	£(54,697)	£(27,090)	£(4,621)	£76,614	£(23,745)	£52,869	32%
New Malden	£134,535	£(40,145)	£(29,360)	£(7,042)	£57,989	£(20,094)	£37,895	28%
Raynes Park	£75,318	£(31,112)	£(21,747)	£(5,751)	£16,709	£(12,749)	£3,959	5%
Rosehill	£113,514	£(35,127)	£(16,401)	£(6,592)	£55,394	£(16,339)	£39,055	34%
SDC	£180,895	£(84,806)	£(43,136)	£(15,042)	£37,910	£(30,832)	£7,079	4%
Stonecot Hill	£74,131	£(29,105)	£(15,104)	£(5,915)	£24,007	£(11,828)	£12,179	16%
Sutton	£124,952	£(41,148)	£(30,821)	£(6,544)	£46,439	£(19,369)	£27,070	22%
Wimbledon	£196,428	£(44,661)	£(42,596)	£(8,951)	£100,220	£(27,858)	£72,363	37%
Wimbledon Park	£37,226	£(27,098)	£(36,151)	£(6,105)	£(32,127)	£(10,146)	£(42,273)	-114%
<b>Total Shops</b>	<b>£1,438,332</b>	<b>£(503,042)</b>	<b>£(333,741)</b>	<b>£(85,530)</b>	<b>£516,019</b>	<b>£(224,723)</b>	<b>£291,296</b>	<b>20%</b>
Not coded	£13,783	£0	£(20)	£(4,884)	£8,879	£(8,879)	£0	
Retail Office HQ	£47,109	£(161,100)	£(94,997)	£(24,613)	£(233,602)	£233,602	£0	
<b>Total</b>	<b>£1,499,223</b>	<b>£(664,142)</b>	<b>£(428,758)</b>	<b>£(115,027)</b>	<b>£291,296</b>	<b>£0</b>	<b>£291,296</b>	<b>19%</b>
<b>Budget</b>	<b>£1,482,205</b>	<b>£(720,500)</b>	<b>£(456,892)</b>	<b>£(148,740)</b>	<b>£156,073</b>	<b>£0</b>	<b>£156,073</b>	<b>11%</b>
Variance to Budget	£17,018	£56,358	£28,134	£33,713	£135,223	£0	£135,223	
%	1%	8%	6%	23%	87%		87%	

This has had a clear impact on the figures with the accounts to December showing income up £246k on the prior year (20%) at £1.5m and costs down £22k (2%) compared with last year, despite two new shops (Morden and DC) adding rent and staff cost. A contribution of almost £300k (19%) has resulted.

The table above shows income and costs by shop to December.

The Wimbledon Park shop has been placed on the market, and we are close to a deal that will pass the rental cost to a new tenant. This should clear the way for 2025-26.

Sara Jane has been to see a number of potential new sites but, as yet, without success

### 3. Management Accounts – Balance Sheet

Overall cash (including the investment fund) stood at £3.7m compared to the budget of £2.4m. Part of the reason is that the large legacy debtor was paid (and hence became cash sooner than expected in the budget).

Net assets stood at £3.8m at the end of December compared to the budget of £3.1m.

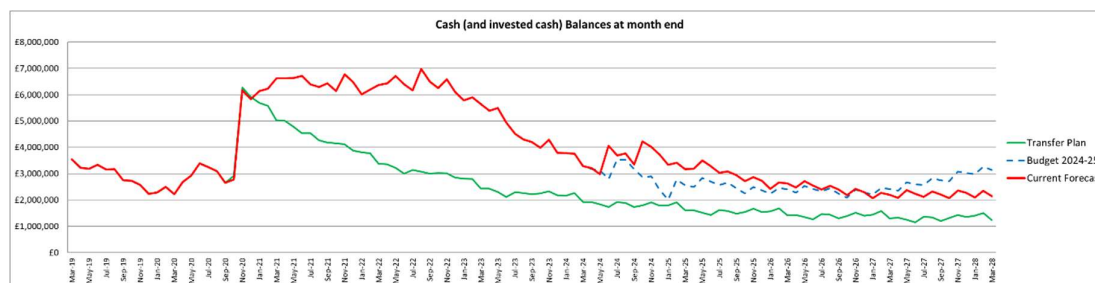
### 4. Forecast 2024-25

The forecast for the current year suggests a shortfall of £(462)k before the drawdown from the DoC grant, compared to £(1,090)k budgeted. Both had assumed that a cost cutting exercise would have ensued and that we would have received (as we did in June) a further £1m grant from DoC.

At present the forecast includes a little over £1m for legacies and we are not close to that figure. However, historically there has been an uplift in the last quarter and we await moroe visibility.

We expect to bid for some of the Govt Grant money in Q4 but this is not reflected here. If won, it will be shown as income in 2024-25 and as a restricted fund which will be spent on capital expenditure.

### 5. Cash Flow



The graph reflects future aspirational income generation and this may not be realised in practice. It does continue to decline, albeit fairly slowly, following the additional Employers' NIC costs being included (running at £140k in the coming year and repeated each year).

## 6. Initial 2025-26 Budget

This is in infancy at present awaiting income figures from Fundraising and Retail as well as project costing for the Govt grants.

The round of cost-reductions that was undertaken in 2024 was designed to reduce costs by £1m for 2025-26. The staff cost for 2025-26 (that was included in the forecast as at January 2024) amounted to £6.75m and the current comparable is £5.87m (*before* the impact of the NIC increase and 2 new roles proposed), a reduction in staff cost of £880,000. Other cost reductions amount to £140,000 compared to the January 2024 projections (Payroll £10k, IT £40k, Comms and Fundraising £50k, Life Cover £20k, Training £20k).

Our initial strategy discussions indicated a need to ensure our IT was as robust and efficient as possible, given that all other activities rely increasingly upon it. We have initially budgeted for one new team member as well as for the charity-wide database manager role already out for advert.

The importance of volunteering is also seen as a priority and a new role is proposed to boost this team. We also propose to increase our fundraising and engagement activities and an initial £100k has been added to fundraising costs.

Increased costs in the current projections include:

- Employers' NIC £140,000
- Volunteer Services Staffing £28,000
- IT staffing £58,000
- Hospice Database Manager £51,000
- Additional Fundraising and Comms £100,000

## 7. Audit Re-tender

Siobhan Holmes of haysmacintyre is moving firms and collectively the Committee (through email correspondence) agreed that we should put the audit out for tender.

An approach has been made to Mazars, Sayer Vincent and Saffrey's based on knowledge and other local Hospice experience. Other local Hospices have also re-tendered in the last one or two years (so some changes to audit teams going forward) and both Crowe (Trinity) and Moore Kingston Smith (St Christopher's) stood out for them.

The proposal is to select three or four teams to tender from the group of five above. If agreed we will inform Hatysmacintyre of our intention to move.

## **8. Proposed Lottery Transfer to Local Hospice Lottery**

I attach a business case for the transfer of the Hospice Lottery to the Local Hospice Lottery (LHL). LHL arose out of one hospice opening its lottery to other hospices and there are now 41 with over 280,000 players. This spreads the cost of prizes and admin (the prize pot is only 2 x our own but with 40 x the player numbers).

It has a complex and counter-intuitive model which they would not share but which I have replicated (for the most part) and I am satisfied that I now understand the model and how it achieves a projected return which is almost twice what we could do.

I have included a powerpoint to try to illustrate the operation of this model.

## **9. NHS Contract**

The four local hospices are now working together and the FDs have met to get agreed figures for the service delivery. The CEOs will also meet prior to an appointment in mid-February with the Chairman and CFO of the ICB. We anticipate that they will provide some detail of proposals for 2025-26 whilst we will continue to press for a plan to reach 50% funding for clinical services.

**Nick Stevens, FD and Joint CEO**

**15<sup>th</sup> January 2025**

**Dated .....**

**Local Hospice Lottery Ltd**

**- and -**

**St Raphael's Hospice**

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**Lottery Agreement**

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**Bates Wells  
10 Queen Street Place  
London  
EC4R 1BE**

**DATE:**

**PARTIES**

- (1) **LOCAL HOSPICE LOTTERY LTD**, whose registered office is c/o Farleigh Hospice, North Court Road, Chelmsford, Essex CM1 7FH with Registered Company number 3226004 (**LHL**); and
- (2) **ST RAPHAEL'S HOSPICE**, whose registered office is St Raphael's Hospice, London Road, Cheam, Sutton SM3 9DX with Charity Registration Number 1182636 and Registered Company Number 11732567 (the **Charity**).

**Background:**

- A LHL is the wholly owned subsidiary of a registered charity, Farleigh Hospice, whose Charity Registration number is 284670 ("**Farleigh**"), and was incorporated to run a lottery to raise funds for Farleigh. Profits made by LHL are intended to be used to advance the health, and relieve the needs by reasons of ill-health, of people with life-limiting illnesses.
- B It is the parties' intention that the Charity shall license the Charity's name and logo to LHL for LHL to promote the Lottery for the benefit of the Charity.
- C The principal objectives of the agreement are to raise funds by way of donation and licence fee for the Charity and to increase public awareness of its charitable work in a manner which is legal, open, honest, respectful and fair to members of the public, fully meeting regulatory standards. The method by which these objectives are to be achieved is that the Charity shall licence its name and logo to LHL for LHL to promote the Lottery for the benefit of the Charity in accordance with the terms set out in this Agreement.
- D The Charity shall be entitled to receive a fee in consideration for the licence of the Charity's name and logo to LHL. LHL will also award the Charity a donation which is calculated as a percentage of the income of the Lottery raised from the Members and Transferred Members subject to the terms and conditions of this Agreement.
- E LHL will be a commercial participator in respect of the Charity, as defined in the Charities Act 1992.

**OPERATIVE PROVISIONS**

**1. Definitions**

- 1.1 In this Agreement the following words and phrases shall have the following meanings:

- |                        |   |
|------------------------|---|
| <b>"Act"</b>           | the Charities Act 1992 as amended by the Charities (Protection and Social Investment Act) 2016;               |
| <b>"Business Day"</b>  | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; |
| <b>"Charity Brand"</b> | the corporate identity guidelines of the Charity as notified to LHL from time to time the current version     |

<b>Guidelines”</b>	of which is set out in Schedule 4 Part 2;
<b>“Charity Recruitment Area”</b>	the areas within which LHL agrees to promote the Lottery using the Name and/or Logo of the Charity, as detailed in Schedule 1 of this Agreement and including any additional areas (which may include promotion online) that are agreed in writing between LHL and the Charity;
<b>“Database Services”</b>	the database management services provided by LHL to the Charity set out in clauses 3.14 and 3.15;
<b>“Controller”, “Data Subject”, “Processor”, “processing”. “Personal Data”</b>	Shall have the meanings given to them in UK GDPR;
<b>“Data Protection Legislation”</b>	Means: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation (EU) 2016679 as implemented into UK law (“UK GDPR”); (iii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 ; and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including (but not limited to the) statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time;
<b>“Data Security Breach”</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data;
<b>“Donation”</b>	the monthly donation specified in Schedule 2 Part 2;
<b>“Existing Lottery”</b>	any lottery operated prior to the date of this agreement: <ul style="list-style-type: none"> <li>• fully or partly by or on behalf of the Charity; and/or</li> <li>• which was promoted using the Name and Logo;</li> </ul>
<b>“Fees”</b>	the Licence Fee and the Transferred Member Fee.
<b>“Intellectual Property Rights”</b>	any intellectual property right, including but not limited to copyright, database rights, trademarks, trade names, domain names and rights in

confidential information, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights which may now or in the future subsist;

<b>“Licence Fee”</b>	the licence fee for the licence of the Name and Logo to LHL, which is paid in monthly instalments and is specified in Schedule 2 Part 1;
<b>“Logo”</b>	the Charity’s logo as set out in Schedule 4 Part 1;
<b>“Lottery”</b>	the Local Hospice Lottery promoted by LHL;
<b>“Lottery Logo”</b>	the logo of the Lottery set out in Schedule 4 Part 3;
<b>“Lottery Name”</b>	the Local Hospice Lottery;
<b>“Lottery Tickets”</b>	the tickets for each weekly draw of the Lottery;
<b>“Materials”</b>	all the publicity and promotional materials produced by or on behalf of LHL or the Charity to be used in connection with the promotion of the Lottery for the benefit of the Charity;
<b>“Member”</b>	a player who: <ul style="list-style-type: none"><li>• has paid to participate in a weekly draw of the Lottery;</li><li>• has been recruited using an application form to join the Lottery featuring the Name and/or Logo (or where recruited over the phone, has been recruited to join the Lottery for the benefit of the Charity); and</li><li>• is not a Transferred Member;</li></ul>
<b>“Member Data”</b>	a Member’s name and contact details (including, where available, email addresses and phone numbers), dates of birth, any changes to a Transferred Member’s name and contact and other details, the date that Member joined the Lottery and whether that Member or Transferred Member has been a winner of the Lottery in any preceding month of a sum of over £100, embodied in any medium, that is collected by LHL and is or may be passed to the Charity pursuant to this Agreement;
<b>“Name”</b>	the Charity’s name;
<b>“Protected Data”</b>	means any Personal Data, including Member Data and Transferred Member Data, that is processed by a party in accordance with this Agreement;
<b>“Purposes”</b>	Farleigh’s charitable objects, as they may be widened from time to time, which at the date of this

Agreement are as follows:

to advance the health, and to relieve the needs by reason of ill-health, of people with life-limiting illnesses ("such people"), in particular, but not exclusively, by:

- (a) the provision of care, advice and services to such people, and to their family, friends and carers;
- (b) the provision of services for those who have undergone a bereavement or loss, and the provision of education, training, advice and support to others who are in contact with such people;
- (c) conducting, promoting and encouraging the teaching and training of staff and informal carers engaged in the care of such people;
- (d) conducting and promoting research into the care and treatment of or services for such people and to disseminate the results thereof;
- (e) promoting awareness of issues faced by such people and those approaching death;

<b>"Regulations"</b>	The Charitable Institutions (Fund-Raising) Regulations 1994;
<b>"Reports"</b>	the reports provided by LHL to the Charity on a monthly basis in accordance with Schedule 6;
<b>"Statement"</b>	the statement set out in Schedule 3 and any variation that may be agreed between the parties in order to comply with the Act and the Regulations;
<b>"Supporters"</b>	individuals that the Charity determines to be supporters of the Charity, that are neither Members nor Transferred Members but the Charity is entitled to send them fundraising communications;
<b>"Term"</b>	the period commencing on the date of this Agreement and ending on the fifth anniversary of this Agreement or its earlier termination;
<b>"Transferred Member"</b>	A player: <ul style="list-style-type: none"><li>• who was a player in an Existing Lottery and who has not opted-out of joining the Lottery;</li><li>• whose data is transferred to LHL in accordance with Schedule 5; and</li></ul>

- where LHL have not been required to incur additional marketing costs in order to secure their continuing membership of the Lottery;

**“Transferred Member Data”** any data relating to the Transferred Members, embodied in any medium, that is transferred to LHL in accordance with Schedule 5 of this agreement; and

**“Transferred Member Fee”** the fee for the assignment of the Transferred Members to LHL specified in Schedule 2 Part 3.

**“Vulnerable Persons Policy”** means the policy attached at Schedule 7 setting out the approach that LHL takes to protecting vulnerable people and other members of the public from, amongst other matters, unreasonable intrusion on a person’s privacy, unreasonably persistent approaches for donations or support for the Lottery, and undue pressure in the course of any fundraising.

1.2 In this Agreement, where the context so requires, the singular includes the plural and vice-versa.

1.3 In this Agreement, references to statutory provisions include any provisions that amend, replace or supplement them.

1.4 The headings in this Agreement are for convenience only and shall not be used in its interpretation.

## **2. Licences**

2.1 The Charity hereby:

2.1.1 grants LHL a non-exclusive licence to use the Name and Logo; and

2.1.2 subject to clause 2.3 shall assign the Transferred Member Data to LHL in accordance with Schedule 5

for the purposes of the administration of the Lottery, promotion of the Lottery and the sale of the Lottery Tickets. LHL shall be permitted to sublicense the Name and Logo to third parties (including but not limited to third party fundraising agencies) where reasonably required for the promotion of the Lottery and sale of the Lottery Tickets. Prior to granting any such sub-licence to a third party, LHL shall notify the Charity in advance (and it is agreed that such notice can be provided via email). For the avoidance of doubt, LHL and any sublicensee will comply with the obligations in clauses 3.8, 3.9 and 3.10.

2.2 The Charity confirms that it has the right to grant the licence of the Name and Logo in clause 2.1.1.

2.3 Prior to the assignment under clause 2.1.2 and the transfer of the players in the Existing Lottery to the Lottery, the Charity shall send all players in the Existing Lottery a communication that informs them of the upcoming transfer to the Lottery and that

their data will be shared with LHL for the purpose of administering the Lottery. Such communication will include an opportunity for each player in the Existing Lottery to opt-out of transferring to the Lottery. This communication shall be in substantially similar form to the wording set out in Schedule 8 or as otherwise agreed by LHL and the Charity.

2.4 LHL:

2.4.1 hereby grants the Charity a non-exclusive licence to use the Lottery Name and the Lottery Logo in connection with any pre-agreed promotion of the Lottery; and

2.4.2 Subject to Data Protection Legislation, hereby authorises and licenses the Charity to use the Member Data to further the Charity's purposes, including by raising funds.

2.5 LHL warrants that it has the right to grant the licence of the Lottery Name and Lottery Logo in clause 2.4.1 and it has the right to supply the Member Data in accordance with clause 2.4.2 and, save where notified to the Charity, has obtained in writing any relevant consents required for the Charity to use these in the way contemplated under this Agreement. LHL will deliver copies of such consents to the Charity within two weeks of its written request.

**3. Obligations of LHL**

LHL shall:

3.1 Operate a weekly draw of the Lottery;

3.2 Operate the Lottery using all reasonable skill and care and in compliance with the Gambling Act 2005 and all other applicable laws and regulations;

***Payment***

3.3 Pay the Fees, plus VAT if applicable, to the Charity at the times and in the manner specified in Schedule 2;

3.4 In addition to the Fees, pay the Donation to the Charity in the manner specified in Schedule 2. References to the Donation are included in this Agreement for convenience only and are not in consideration for the assignment of the Transferred Members or the licence of the Name or Logo;

3.5 Review the Donation calculation at least once every two years. Any such review shall maintain the Donation calculation at the levels set out in this Agreement or improve the terms of the Donation for the benefit of the Charity. The Charity consents to any reasonable amendments to Schedule 2 to implement the outcome of a review further to this clause provided any such changes improve the terms of the calculation of the Donation for the benefit of the Charity;

3.6 Keep legible, detailed and accurate accounts and other appropriate books and records relating to the money raised in respect of the sale of the Lottery Tickets and those contributions from Members and Transferred Members, and allow the Charity's authorised representatives at any reasonable time and on reasonable notice to have access to LHL's premises (or to arrange for the Charity's authorised representatives to have access to other relevant premises) for the purpose of inspecting and taking copies of such accounts, books and records;

- 3.7 Reimburse the Charity for any shortfall in monies paid and for the reasonable costs of its inspection of LHL's accounts, books and records, discovered as a result of an inspection in accordance with clause 3.6.

***Materials***

- 3.8 Obtain, and procure that its employees and agents obtain, the prior written approval of the Charity (which approval shall not be unreasonably withheld or delayed) to all Materials using the Name or Logo prior to the use of such Materials. If LHL has sent a request (by post or by email) for approval of Materials to the Charity and has not received a response within ten Business Days and after at least one additional attempt by LHL to obtain the Charity's approval (in writing or otherwise), the Charity shall be deemed to have approved such Materials;
- 3.9 Ensure that all Materials using the Name or Logo include the Statement and also that they state that the Charity is a registered charity and specify its registered charity number;
- 3.10 Comply at all times with the Charity Brand Guidelines in connection with uses of the Name and Logo;

***Promotion***

- 3.11 Take all reasonable steps to promote the Lottery and sales of the Lottery Tickets in the Charity Recruitment Area using the Name and/or the Logo;
- 3.12 Not remove or exclude any Member or Transferred Member from any Lottery draw unless it has reasonable grounds to do so;
- 3.13 Provide a clear statement on Lottery Tickets, if any, applications to join the Lottery and all relevant Materials stating that Member Data will be shared with the Charity and providing Members with the opportunity to opt-in to marketing communications from the Charity. This statement shall be in substantially the same form as the wording set out in Schedule 9, or as otherwise agreed between LHL and the Charity. After signing up to participate in the Lottery, all subsequent communications sent by LHL to Members or Transferred Members shall include a clear statement providing the opportunity for that individual to update their communication preferences;

***Database Services***

- 3.14 Provide the Charity with the Member Data together with confirmation of whether or not such Member has opted in to receiving marketing communications from the Charity and any changes to any Member Data previously provided. Such data to be provided on a monthly basis no later than the 21<sup>st</sup> of the month after the Member has joined. Once such data has been provided by LHL to the Charity, the Charity shall be able to use such data as it sees fit, subject to Data Protection Legislation;
- 3.15 Provide the Charity with a copy of the Member Data for those Members that have opted in to receiving communications from the Charity, for use in marketing and promoting the Charity and its objects and activities within 14 days' following each written request of the Charity therefore.
- 3.16 Provide the Database Services for no extra charge, as a gift to the Charity;

### ***Reputation***

- 3.17 Not bring the Charity into disrepute in any way nor cause or permit any activity which could adversely affect the Charity's activities or its relationships with beneficiaries or supporters;

### ***Communication***

- 3.18 Provide the Reports to the Charity in the manner specified in Schedule 6;

### ***Vulnerable Persons Policy***

- 3.19 ensure that its staff and personnel shall act in accordance with the obligations in Schedule 7 Vulnerable Persons Policy;
- 3.20 ensure that in promoting the Lottery and the sale of Lottery Tickets, LHL staff and personnel do not:
- 3.20.1 unreasonably intrude on a person's privacy;
  - 3.20.2 make unreasonably persistent approaches for the purpose of soliciting or otherwise procuring money or other property; or
  - 3.20.3 place undue pressure on a person to give money or other property.
- 3.21 provide appropriate training for all staff and personnel involved in the promotion of the Lottery and the sale of Lottery Tickets, including providing training on vulnerable persons, regulatory compliance and appropriate player recruitment methodologies.

### ***Monitoring***

- 3.22 on reasonable written notice in advance, allow the Charity to access LHL's premises and/or relevant records and systems (including but not limited to staff training materials and recordings of telephone calls) as may be reasonably required to verify LHL's compliance with clauses 3.20 and 3.21 of this agreement, the Vulnerable Person's Policy and charity law and regulations. Such monitoring may include but not be limited to:
- 3.22.1 reviewing staff training materials;
  - 3.22.2 attendance at staff training sessions;
  - 3.22.3 reviewing telephone recordings or transcripts of phone calls where LHL are recruiting Members in the Charity Recruitment Area; and
  - 3.22.4 shadowing of staff involved in recruiting Members, in the Charity Recruitment Area.
- 3.23 report any complaints received by LHL, in relation to the Charity or the promotion of the Lottery in the Charity Recruitment Area, to the Charity within 7 days and will deal with any such complaints received promptly;

### ***Fundraising Regulation***

- 3.24 maintain registration with the Fundraising Regulator and comply with the relevant sections of its Code of Fundraising Practice, in promoting and operating the Lottery;

### ***Anti-Bribery and Anti-Slavery***

- 3.25 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and will notify the Charity if it becomes aware of any breach of this clause, or has reason to believe that it has received a request or demand for any undue financial or other advantage; and
- 3.26 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations, including the Modern Slavery Act 205, and will notify the Charity if it becomes aware of any breach of this clause.

## **4. Obligations of the Charity**

The Charity shall:

- 4.1 Acknowledge that LHL retains all rights in the Lottery Name and the Lottery Logo;
- 4.2 Obtain, and procure that its employees and agents obtain, the prior written approval of LHL (which approval shall not be unreasonably withheld or delayed) to all Materials using the name of the Lottery, Lottery Name or Lottery Logo prior to the use of such Materials;
- 4.3 Not use or grant permission for the use of the Name and Logo to promote any lottery other than the Lottery during the Term;
- 4.4 Not except as authorised by LHL act in a way which will incur any liabilities on behalf of LHL;
- 4.5 Comply with all reasonable and lawful requests of LHL from time to time in relation to LHL's promotion of the Lottery in the Charity Recruitment Area;
- 4.6 Inform LHL promptly of any complaint concerning the Lottery or the actions of the Charity or its representative staff or personnel with regard to the Lottery;
- 4.7 Not without prior reference to LHL (and then only acting strictly on LHL's express instructions) on behalf of LHL take part in any dispute or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings related to the Lottery;
- 4.8 Not bring LHL into disrepute in a way which could adversely affect LHL's activities or their relations with LHL's customers;
- 4.9 Work in good faith and co-operate with LHL in relation to the promotion of the Lottery, in particular the Charity agree to promote the Lottery on the Charity's website and to engage in such additional promotional activity as LHL may reasonably request from time to time (such additional promotional activity may include promotion in the Charity's newsletters and/or other supporter communications). Any such promotion shall not be publicly accessible until the wording and content of such promotion has been approved by LHL;
- 4.10 Add LHL's Meta Pixel cookies to the Charity's website and update all relevant policies (including the Charity's cookie policy and cookie consent banner/mechanism) to reflect this change in accordance with the 'LHL Guidance on the use of Meta Pixels' that has been or will be provided to the Charity;
- 4.11 On LHL's request, complete the Facebook/ Meta Real Money Gambling (RMG) Application process, noting that unless this process is completed the Charity will not

be able to advertise participation in the Lottery for the benefit of the Charity on Facebook;

4.12 Use the Donation to further the Purposes; and

4.13 Comply with the obligations in Schedule 5 in respect of the Existing Lottery.

## **5. Data Protection and Direct Marketing**

5.1 LHL shall own any database rights in its database of the Member Data and Transferred Member Data.

5.2 LHL and the Charity agree to:

5.2.1 comply with the Data Protection Legislation, and will not perform its obligations under this agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation; and

5.2.2 co-operate with the other party to ensure that each party is able to perform its obligations under the Data Protection Legislation.

5.3 The parties accept and acknowledge that each party is an independent controller of any Protected Data that is shared between them pursuant to this Agreement.

5.4 In addition to clause 5.2, the parties agree as follows in respect of the Protected Data:

5.4.1 each party will implement appropriate technical and organisational measures to safeguard the Protected Data against any Data Security Breach. Such measures shall be proportionate to the harm which might result from any such Data Security Breach (and having regard to the nature of the Protected Data in question);

5.4.2 each party will only access the Protected Data as necessary for its purposes and in accordance with this agreement, except with the prior written agreement of the other party;

5.4.3 each party will use reasonable efforts to ensure the Protected Data is accurate and up to date;

5.4.4 each party will ensure that its staff are properly trained and are aware of their responsibilities for any Protected Data that they have access to;

5.4.5 each party in receipt of a data subject access request (or other request to exercise data protection rights under the UK GDPR) will ensure it responds to any such data subject access request adequately and in accordance with the Data Protection Legislation;

5.4.6 each party shall notify the other party without undue delay after becoming aware of any Data Security Breach and in any event no later than 48 (forty eight) hours after becoming aware of the Data Security Breach; and

5.4.7 the parties will process the Protected Data in accordance with the Particulars set out in Schedule 10.

5.5 The Charity shall ensure that its privacy policy/ notice adequately informs data subjects that their personal data may be accessed by or shared with LHL in connection with the transfer of the Existing Lottery.

- 5.6 Subject to clause 5.2, LHL may at its own cost request the Charity to use a fulfilment house or service provider to telephone, email or mail by post any of the Charity's Supporters to promote the Lottery in such manner as LHL may reasonably request. For the avoidance of doubt, for the purposes of this clause 5.3, the Charity will not use any fulfilment house or service provider other than those nominated by LHL and at the cost agreed with LHL. Such cost shall be treated as part of the Marketing Costs for the purposes of Schedule 2.
- 5.7 Neither party shall mail, e-mail, telephone or otherwise contact those persons whose personal data is contained in the Protected Data for direct marketing purposes unless that party has a valid legal basis for contacting them under the Data Protection Legislation (which shall be consent or legitimate interests).
- 5.8 LHL will not assign, license or otherwise part with the Member Data or Transferred Member Data or any right to use the Member Data or Transferred Member Data or any information included in the Member Data or Transferred Member Data without the prior written consent of the Charity. However, such consent shall not be required in relation to any Member Data or Transferred Member Data which LHL provides to any processor which is engaged to supply services to it.

## **6. Duration and Termination**

- 6.1 This Agreement shall last for the Term unless terminated earlier by either party in accordance with the terms of this Agreement, subject to:
- 6.1.1 there being a formal review of this Agreement and the arrangements envisaged by it no later than eighteen (18) months prior to the expiry of the Term, at which the parties may agree to extend the Agreement beyond the Term upon the same terms as this Agreement or as the parties otherwise agree;
- 6.1.2 any formal review of this Agreement under clause 6.1.1 shall include a review of the Fees to ensure that upon any extension or variation of the Agreement, the Fees continue to be charged at a genuine commercial rate;
- 6.1.3 any extension or variation to the Agreement under clause 6.1.1 (or otherwise) must be agreed in writing and signed by authorised representatives of the party or parties concerned.
- 6.2 Notwithstanding the provisions of clause 6.1, either party may terminate this Agreement by giving not less than three months' written notice to the other party.
- 6.3 This Agreement may be terminated in writing by giving not less than one month's notice (except in the case of clauses 6.3.2(a) to 6.3.2(m) (inclusive), where termination may be immediate):
- 6.3.1 by the Charity if LHL fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment; or
- 6.3.2 by either party if:
- (a) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as is reasonable to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the Charity ceases to be a registered charity;
- (d) the operation of the Lottery or the terms of carrying out this agreement are held by a body with appropriate jurisdiction (or are reasonably considered by LHL's or the Charity's solicitors) to be illegal or unlawful in any material respect;
- (e) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (f) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (i) the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 6.3.2(e) – 6.3.2(k)(inclusive); or

- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

6.4 Either party may terminate this Agreement on immediate written notice if the other party does anything which in its reasonable opinion brings or is likely to bring its trade marks (whether registered or unregistered) or its reputation into disrepute.

## **7. Consequences of Termination or Expiry**

7.1 On termination or expiry of this Agreement each party shall (unless the parties agree in writing otherwise) immediately cease using and destroy or return all Materials bearing (in the case of LHL) the Name or Logo or (in the case of the Charity) the Lottery Name or Lottery Logo.

7.2 Within one calendar month after the termination or expiry of this Agreement, LHL shall provide the Charity with a copy of the Member Data and Transferred Member Data and the Charity shall have a perpetual irrevocable royalty-free licence to use that Data, subject to the Data Protection Legislation. Following the provision of a copy of the Member Data and Transferred Member Data in accordance with this clause, and subject to the ongoing obligation of LHL to notify the Charity of changes to Member Data and Transferred Member Data under clause 7.5.4 below, LHL shall be under no further obligation to provide any Protected Data to the Charity or to obtain the Charity's consent to its use of any Member Data or Transferred Member Data.

7.3 Any provision of this Agreement which expressly or by necessary implication is intended to have effect after expiry or termination of this Agreement shall continue to have such effect for the intended further period, particularly (but not limited to) clauses, 7.5, 8, and 9.

7.4 Termination of this Agreement shall be without prejudice to any rights that have accrued under this Agreement.

7.5 Following the termination or expiry of this Agreement:

7.5.1 LHL may elect to remove any or all Members and Transferred Members from all future weekly draws;

7.5.2 Providing none of the circumstances described in clauses 6.3.2(c) – 6.3.2(m) (inclusive) arise the Charity may contact Members and/or the Transferred Members, subject to Data Protection Legislation, and request that they remove themselves from future weekly draws and LHL will comply following any requests to do so by a Member or Transferred Member;

7.5.3 subject to clause 7.6, LHL shall continue to pay the Donation and the Transferred Member Fee to the Charity for as long as Members and/or Transferred Members remain in the Lottery and providing none of the circumstances described in clauses 6.3.2(c) – 6.3.2(m) (inclusive) arise, notwithstanding the expiration or termination of this Agreement. For the avoidance of doubt, LHL shall no longer be under an obligation to pay the Licence fee on expiry or termination of this Agreement;

7.5.4 Providing none of the circumstances described in clauses 6.3.2(c) – 6.3.2(m) (inclusive) arise LHL shall provide a monthly report to the Charity including an update on the number of Members and Transferred Members participating in the Lottery, any changes to Member Data or Transferred Member Data and a calculation of the Donation; and

7.5.5 LHL confirms that it will not make any payments to any charity other than the Charity in respect of the Members and/or Transferred Members, excluding any payment of LHL's profits.

7.6 On expiry of this Agreement or where this Agreement is terminated by the Charity pursuant to clause 6.2, LHL reserves the right to recover any outstanding Marketing Costs (up to the amount of the Negative Balance, as defined in Schedule 2, at the point of termination or expiry) by deducting such costs from the Donations that are payable by LHL after termination or expiry.

## 8. Confidentiality

8.1 The parties shall use all reasonable endeavours to ensure that confidential information is only used for the purposes of this Agreement and shall not be disclosed to anyone else except with the prior written agreement of the party from which the confidential information was obtained save that such confidential information may be disclosed on a confidential basis to staff, agents or professional advisers of the respective parties, for the purposes of this Agreement.

8.2 In this clause, "**confidential information**" means any information of a confidential nature obtained under this Agreement, or relating to this Agreement, including information of any kind relating to the other party's business activities, practices, finances, strategic plans, ideas, designs and innovations, but not including information:

8.2.1 In the public domain (otherwise than by breach of this Agreement);

8.2.2 In the lawful possession of the receiving party before the date of this Agreement (other than through liaison between the parties before and in anticipation of this Agreement);

8.2.3 Obtained from a third party free to divulge it; or

8.2.4 Required to be disclosed by a court or other competent authority.

## 9. Indemnity

9.1 Each party (an "**Indemnifying Party**") shall indemnify the other (the "**Indemnified Party**") against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with:

9.1.1 any claim made for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Indemnified Party's discharge of their obligations under this Agreement; and

9.1.2 any claim made in respect of actual or alleged unlawful disclosure of Protected Data by the Indemnifying Party in breach of the terms of clause 5 of this Agreement; and for the avoidance of doubt this indemnity shall survive the termination of this Agreement and apply to any unlawful disclosure of Protected Data which occurs after the end of the Term.

9.2 This indemnity shall apply whether or not the Indemnified Party has been negligent or at fault.

## 10. Force Majeure

- 10.1 No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement to the extent that such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six weeks, the party not affected may terminate this Agreement by giving not less than 30 days' written notice to the other party.

## **11. Entire Agreement and Variation**

- 11.1 This Agreement is the exclusive statement of the agreement between the parties in relation to the Lottery and the licence of the Name, Logo and Protected Data and supersedes all previous communications, representations, arrangements and agreements between the parties in relation to those matters.
- 11.2 No variation of this Agreement shall be effective unless agreed in writing signed by or on behalf of the parties.
- 11.3 This Agreement includes the Schedules.

## **12. Disputes**

- 12.1 If any dispute arises out of this Agreement, the parties shall attempt to settle it by negotiation.
- 12.2 If the parties are unable to settle any dispute by negotiation within 21 days either party may refer the dispute to the Centre for Effective Dispute Resolution ("CEDR") for mediation in accordance with the CEDR's model mediation procedure for the time being in force.
- 12.3 If a dispute is referred to CEDR the parties shall engage with the model mediation procedure in good faith and no party may start legal proceedings until such procedure is complete.
- 12.4 This clause shall not apply after a notice of termination has been served in accordance with clause 6.

## **13. Costs**

Each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement.

## **14. Responsible staff member**

The Charity will identify a member of staff with responsibility for the Charity's participation in the Lottery and with an ability to commit time to the Charity's participation in the work of LHL ("**Responsible Staff Member**") and shall provide LHL with the Responsible Staff Member's contact details. The Charity may change the Responsible Staff Member from time to time and shall promptly notify LHL of any such change.

## **15. Assignment and other dealings prohibited**

Subject to clause 5.8, this Agreement is personal to the parties and no party shall assign, transfer or deal in any other manner with this agreement or any of their rights

and obligations arising out of this agreement, or purport to do any of the same. Subject to clause 5.3, no party shall sub-contract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

## **16. Notices**

16.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

16.1.1 LHL: The Chief Executive Officer, Local Hospice Lottery Ltd, The Barn, Glandfields Farm, Chelmsford Road, Felsted, Essex, CM6 3LT

16.1.2 The Charity: The Chief Executive, St Raphael's Hospice, London Road, Cheam, Sutton SM3 9DX

or as otherwise specified by the relevant party by notice in writing to the other party.

16.2 Any notice shall be deemed to have been duly received:

16.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

16.2.2 if sent by recorded delivery on the second Business Day after posting; or

16.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16.3 A notice required to be given under this Agreement shall not be validly given if sent by email or ordinary first class post.

16.4 The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

## **17. Third Party Rights**

The terms of this Agreement may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

## **18. Governing Law**

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual claims) that arises out of or in connection with this Agreement or its subject matter.

## **19. No partnership or agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the parties, constitute any party the agent of the other party, nor

authorise any party to make or enter into any commitments for or on behalf of any other.

## Schedule 1

### Charity Recruitment Area

LHL shall take reasonable steps to promote the Lottery using the Name and/or Logo in the following postcode areas and via online campaigns:

SW19 1  
SW19 2  
SW19 3  
SW19 4  
SW19 5  
SW19 6  
SW19 7  
SW19 8  
SW20 0  
SW20 8  
SW20 9  
SM11  
SM12  
SM13  
SM14  
SM14  
SM25  
SM26  
SM27  
SM38  
SM39  
SM44  
SM45  
SM46  
SM51  
SM52  
SM53  
SM54  
SM60  
SM67  
SM68  
SM69  
CR41  
CR42  
CR43  
CR44

## Schedule 2

### Payments

For the purposes of this Schedule 2:

- the number of Members and/or Transferred Members participating in each weekly draw shall be calculated so that where the same individual purchases more than one Lottery Play, that individual is treated as a separate Member or Transferred Member (as applicable) in respect of each Lottery Play; and
- In addition to the definitions set out at clause 1 of this Agreement, the following definitions shall apply:

<b>Adjusted Members</b>	the number of Lottery Plays equal to the total number of Members participating in a draw in a Week LESS the Transferred Member Attrition;
<b>Income</b>	proceeds received by LHL from Members and/or Transferred Members in respect of Lottery Plays;
<b>Lottery Plays</b>	chances in respect of a Lottery draw purchased by Members and/or Transferred Members;
<b>Marketing Costs</b>	expenditure (including LHL's overhead costs which are attributable to marketing the Lottery for the benefit of the Charity) which has been legitimately incurred in relation to the recruitment of Members and marketing the Lottery for the benefit of the Charity during a particular calendar month. For the avoidance of doubt, such marketing costs may be calculated by LHL attributing to the Charity a reasonable percentage of the costs incurred by LHL in marketing and recruiting players in the Lottery as a whole;
<b>Monthly Income</b>	the total of the Share of Weekly Income for each Week during which there is a draw which takes place in that calendar month;
<b>Negative Balance</b>	if the outcome of the formula to calculate the Share of Monthly Income set out in Part 2 of this Schedule in respect of a particular month is a negative number, then this number is the "Negative Balance" to be included in the following month's formula to calculate the Share of Monthly Income during a particular calendar month;
<b>Share of Marketing Costs</b>	<p>For each week during that calendar month where Lottery Plays are in excess of 5,000, share of marketing costs means 60% of the Marketing Costs incurred during that calendar month.</p> <p>For each week during that calendar month where Lottery Plays are 5,000 or less, share of marketing costs means 50% of the Marketing Costs incurred during that calendar month.</p>
<b>Share of Monthly Income</b>	the figure calculated in accordance with the formula set out in Part 2 of this Schedule;

<b>Share of Weekly Income</b>	<p>for a particular Week, the total of the amounts calculated as follows:</p> <p>(a) The greater of zero; or</p> <p>(b) 60% of the Income for that Week derived from the first Adjusted Members up to and including 5,000 Adjusted Members participating in a draw made in that Week</p> <p>PLUS</p> <p>70% of the Income for that Week derived from Adjusted Members participating in a draw made in that Week in excess of 5,000 up to and including 10,000 Adjusted Members</p> <p>PLUS</p> <p>80% of the Income for that Week derived from Adjusted Members participating in a draw made in that Week in excess of 10,000 Adjusted Members;</p>
<b>Tipping Point</b>	the first time the outcome of the Share of Monthly Income calculation is a positive number, or 18 months from the date of this Agreement, whichever is sooner;
<b>Transferred Member Attrition</b>	the Transferred Member Total LESS the total number of Transferred Members participating in a draw;
<b>Transferred Member Supplement</b>	<p>(1) for a particular Week that falls between the First Draw (as defined in Schedule 5) and the end of the calendar month in respect of which the Tipping Point is reached, the total of the amounts calculated as follows:</p> <p>80% of the Income for that Week derived from the Transferred Members participating in a draw made in that Week</p> <p>(2) for subsequent Weeks (i.e. after the end of the calendar month in which the Tipping Point is reached):</p> <p>(a) if the outcome of the formula to calculate the Adjusted Members is above zero, the aggregate of 80% of the Income for each Week in that calendar month derived from the Transferred Member Total, or</p> <p>(b) if the outcome of the formula to calculate the Adjusted Members is zero or fewer, the aggregate of 80% of the Income for each Week in that calendar month derived from (Transferred Member Total LESS the Transferred Member Attrition PLUS the Members);</p>
<b>Transferred Member Total</b>	the number of Lottery Plays equal to the highest number of Transferred Members participating in any one draw that occurs during the first four Weeks from and including the First Draw, as defined in Schedule 5; and

**Week**

a period of seven days ending on and including a Sunday

***Part 1: Licence Fee***

- (a) The Licence Fee shall be £25,005.00 plus VAT (if applicable) for the Term.
- (b) Within one calendar month of the date of the Agreement, the Charity shall issue an invoice to LHL for the amount of the Licence Fee (plus VAT if applicable) for the Term.
- (c) LHL will pay the Licence Fee in monthly instalments, with the first instalment being in the amount of £416.75 plus VAT (if applicable) and all subsequent monthly instalments being £416.75 plus VAT (if applicable).
- (d) The first instalment of the Licence Fee will be paid within thirty days of receipt of the invoice raised in accordance with paragraph (b) above. For all subsequent monthly instalments, LHL shall pay the monthly instalment in respect of a particular calendar month in arrears to the Charity by the twenty first (21st) day of that following calendar month.

***Part 2: Donation***

- (a) The Share of Monthly Income in respect of a particular calendar month shall be calculated as follows:

Share of Monthly Income = Monthly Income LESS Share of Marketing Costs  
LESS Negative Balance (i.e. from previous month)

If the outcome of the formula set out above in respect of a particular calendar month is zero or a negative number, the Share of Monthly Income shall be treated as zero for the purposes of the Donation formula, but not for the purposes of calculating the following calendar month's Negative Balance.

- (b) The Donation payable by LHL in respect of a particular calendar month shall be calculated as follows:

Transferred Member Supplement PLUS Share of Monthly Income

- (c) LHL shall provide a statement showing the calculation of the Donation in respect of a particular calendar month to the Charity on or before the twenty first (21st) day of the following calendar month.
- (d) LHL shall pay the Donation in respect of a particular calendar month in arrears to the Charity by the twenty first (21st) day of that following calendar month.

***Part 3: Transferred Member Fee***

- (e) The Transferred Member Fee shall be payable annually and shall be £250 per 1,000 individuals. If the number of individuals does not equal a multiple of 1,000 the Transferred Member Fee shall be calculated on a pro rata basis. The Charity shall send to LHL an invoice (including VAT if applicable) within one calendar month of the date of the transfer and on the anniversary of the invoice. This is to be paid by LHL within 30 days of receipt of such invoice

### **Schedule 3**

#### **Statement**

St Raphael's Hospice is one of a number of hospices throughout Great Britain supported by Local Hospice Lottery. Local Hospice Lottery will give between 60% and 80% of profits from individuals playing in support of St Raphael's Hospice to St Raphael's Hospice. This is expected to be at least £1,300,000 over five years from **Month of Launch/Transfer**.

**Schedule 4**

**Part 1: Charity Logo**



## Part 2: Charity Brand Guidelines

Insert Charity Brand Guidelines – to be supplied

### Part 3: Lottery Logo



And other colours of the logo

## Schedule 5

### Existing Lottery

The Charity shall:

- (i) Work with LHL in good faith for a period not exceeding 90 days from the date of this Agreement to agree the optimum way in which the transfer from the Existing Lottery to the Lottery can be effected;
- (ii) Send all players in the Existing Lottery a communication in accordance with clause 2.3 of this Agreement;
- (iii) Subject to the requirements of the Data Protection Legislation, provide LHL with access to details of all players in the Existing Lottery, except for those that have opted out from joining the Lottery and/or objected to their Personal Data being provided to LHL, as soon as practicable after the date of this Agreement and by no later than 2 weeks after the date of this Agreement;
- (iv) Cease to operate the Existing Lottery by a date to be agreed between the parties (“the Cessation Date”);
- (v) by a date to be agreed between the parties transfer all pre-payments made for draws not yet made as at the Cessation Date, and, if possible, transfer all direct debits and standing orders authorised by Transferred Members in respect of lottery tickets for the Existing Lottery to LHL;
- (vi) Comply with LHL’s reasonable instructions regarding the transfer from the Existing Lottery to the Lottery;
- (vii) From the Cessation Date:
  - (A) remit all payments subsequently made by Transferred Members in respect of lottery tickets and received by the Charity or by any previous provider of lottery administration services to LHL on a weekly basis;
  - (B) provide LHL with appropriate access to and oversight of any bank account that receives payments from Transferred Members in respect of lottery tickets (“**Existing Lottery Account**”), which may include (but not be limited to) providing LHL with weekly bank statements for the Lottery Account and, where possible, providing LHL with access to the online banking facilities for the Lottery Account; and
  - (C) fully cooperate with LHL in relation to any requests for information and/or oversight of the Existing Lottery Account.

LHL shall:

- (viii) Ensure that Transferred Members are identified as such on any database maintained by LHL;
- (ix) Work in good faith with the Charity to ensure that the gap between the last draw of the Existing Lottery that includes the Transferred Members and the first weekly Lottery

draw that includes the Members and the Transferred Members (the “**First Draw**”) is no more than seven days provided:

- (A) LHL receives access to the Transferred Member Data in accordance with paragraph (iii) above and receives the Transfer Member Data at least six days prior to the date of the First Draw;
- (B) the First Draw is not in breach of any contractual obligation between the Charity and a third party; and
- (C) a Transferred Member shall only be included in the First Draw and any subsequent weekly Lottery draw if LHL has received payment in respect of such Transferred Member’s draw entry.

## **Schedule 6**

### **Reports**

The monthly report provided by LHL to the Charity shall include the following:

- update on the number of Members and Transferred Members;
- Marketing Costs (as defined in Schedule 2) for the preceding month; and
- breakdown of exceptional marketing costs outside day to day expenditure on door to door canvassing in the Charity Recruitment Area.

**Schedule 7**

**Vulnerable Persons Policy**



**VULNERABLE PERSONS POLICY**

## Contents

1. Scope
2. Guidelines for identifying and dealing with vulnerable people
3. Sector guidance and legislation
4. What is meant by vulnerable people?
5. How can you identify vulnerable people?
6. How should you interact with vulnerable people?
7. What you should think about before making any sale
8. Recording your interactions with vulnerable people
9. After a sale has been made
10. Under 18's
11. Problem Gambling

<b>Date of Review: December 2023</b> <b>Review date: December 2025</b>	<b>Role responsible:</b> Chief Executive Officer
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Version Number	Date	Changes/Comments
V1	Feb 16	First Issue
V2	Sep 16	Full review via BWB
V3	Mar 20	Review by Bates Wells & PRG
V4	Dec 23	Reviewed by Bates Wells

### 1. Scope

All LHL Policies apply to 3 main groups as follows:

<b>Group 1</b>	All Staff, Fundraising Contractors and Agencies
<b>Group 2</b>	All Employed Staff
<b>Group 3</b>	All Employed Staff excluding Fundraisers and Senior Fundraisers

This policy applies to **Group 1**

### 2. Guidelines for identifying and dealing with vulnerable people

- 2.1 On occasion you, as a Local Hospice Lottery representative, will have conversations with people who are vulnerable and might find it difficult to make a decision about taking out a lottery membership, whether due to temporary circumstances or longer term capacity issues. It may be that they have a diagnosed condition such as dementia, undiagnosed or temporary mental health conditions, learning difficulties, literacy issues or problems understanding English.
- 2.2 These guidelines are designed to set out Local Hospice Lottery's policy on interactions with vulnerable people and to give guidance to you on relevant issues, such as how to

identify if a person is vulnerable and what action to take if you suspect a person is vulnerable, while not discriminating against anyone due to age, disability, race or any other characteristic and taking all reasonable steps to treat donors fairly.

- 2.3 This policy mainly refers to interactions with people who are considering taking out a Lottery membership - however, the principles are applicable to all interactions that our staff, volunteers, directors and self-employed fundraisers may have with beneficiaries, supporters and the public.

### 3. Sector guidance and legislation

- 3.1 This document sets out our policy relating to vulnerable people, which is written in the context of the legislation and sector guidance that Local Hospice Lottery is committed to following.

- 3.2 As a wholly-owned subsidiary of a charity, Local Hospice Lottery will comply with all fundraising legislation, including provisions relating to fundraising with vulnerable people included in the Charities Act 1992 (as amended by the Charities (Protection and Social Investment) Act 2016). Local Hospice Lottery will ensure that all agreements with professional fundraisers or commercial participators must specify how that third party will protect vulnerable people and other members of the public from behaviour which:

3.2.1 is an unreasonable intrusion on a person's privacy;

3.2.2 is unreasonably persistent; and/or

3.2.3 places undue pressure on a person to donate.

- 3.3 All agreements with such parties will also specify how Local Hospice Lottery will monitor compliance with the agreement. Each directors' annual report of Local Hospice Lottery will include a statement as to what Local Hospice Lottery has done to protect vulnerable people from such behaviour.

- 3.4 Local Hospice Lottery will abide by the Fundraising Regulator's [Code of Fundraising Practice](#). In particular, Local Hospice Lottery will uphold the general principles relating to vulnerable people and expects all of its staff and representatives to do so, which include ensuring that Local Hospice Lottery's fundraising complies with equality laws, the requirement to take all reasonable steps to treat a donor fairly and take into account the needs of any potential donor who may be in a vulnerable circumstance or require additional care and support to make a decision to donate. In line with these general principles, Local Hospice Lottery will not exploit the trust, lack of knowledge, apparent need for care and support or vulnerable circumstance of any donor at any point in time. Local Hospice Lottery fundraisers must not sign up an individual to the Local Hospice Lottery where they know, or have good reason to believe, that a person lacks capacity to make a decision to participate in the lottery, or is in vulnerable circumstances which mean they may not be able to make an informed decision.

- 3.5 Local Hospice Lottery is committed to the key principles set out in the Chartered Institute of Fundraising's "[Treating Donors Fairly](#)" Guidance: to treat members of the public and donors **fairly** and with **respect**, to be **responsive** and sensitive to their individual needs, and to be **accountable** and take responsibility for Local Hospice Lottery's fundraising actions.

- 3.6 Local Hospice Lottery will comply with the relevant [Licence conditions and codes of practice](#) issued by the Gambling Commission from time to time under the Gambling Act 2005, in particular, Part II (3), "Protection of children and other vulnerable persons".

#### **4. What is meant by vulnerable people?**

##### **Mental Capacity**

- 4.1 To help you address the needs of vulnerable people correctly, it is important that you can identify them. In this policy we draw a distinction between someone who lacks the mental capacity to make a decision and someone who is in a vulnerable circumstance. Both situations require you to respond appropriately to the individuals' circumstances, but as mental capacity is a legal concept it is important that it is understood as a distinct issue. If you reasonably believe that an individual lacks mental capacity to make a decision then you should not accept a donation from that person / enable them to be a lottery member.
- 4.2 The tests to determine whether someone has mental capacity are set out in law, whereas 'vulnerability' is not a legally defined term. The Mental Capacity Act 2005 says that a person will lack capacity in relation to a matter if at the material time that person is unable to make a decision for themselves in relation to the matter because of an impairment of, or a disturbance in the functioning of, the mind or brain. This is a two tier test - firstly, does the person have an impairment of, or a disturbance in the functioning of, the mind or brain? Secondly, does the impairment or disturbance mean that the person is unable to make the specific decision at the time that it needs to be made? As to the second tier of this test, the Mental Capacity Act provides that a person is unable to make a decision for themselves if they cannot understand information about the decision to be made, cannot retain that information in their mind, cannot use or weigh that information as part of the decision-making process, or cannot communicate their decision. However, both vulnerability and mental capacity are subject to degrees of variation.
- 4.3 We recognise that you are not trained as experts in the field of mental capacity assessment. It may be difficult in some situations to make a clear cut decision as to whether or not someone is in a vulnerable circumstance or lacks mental capacity. There may be some overlap between the circumstances which cause someone to be vulnerable and the legal tests relating to mental capacity. The difference is that someone in a vulnerable circumstance, for instance, with a disability, may still have the capacity to make a decision to take out a Lottery membership, but may need additional support to reach that decision. As a Local Hospice Lottery representative you need to be alert to the signs that the person you are talking to may lack the mental capacity or be in vulnerable circumstances. This is not a diagnosis of a condition, it is just an extension of your existing skill of listening, identifying needs, and adjusting your approach accordingly. The information in this policy is therefore provided as guidance to help identify relevant issues.

##### **Vulnerability**

- 4.4 There are a number of risk factors which can contribute to vulnerability. In many cases more than one risk factor is present which may increase the person's vulnerability. The following are examples of indicators which could mean that an individual is in a vulnerable circumstance or needs additional support:

###### **4.4.1 Physical and mental medical conditions**

- 4.4.2 Disability
- 4.4.3 Times of stress/anxiety (e.g. bereavement, redundancy)
- 4.4.4 Financial vulnerability
- 4.4.5 Limited ability to communicate effectively
- 4.4.6 Influence of alcohol or drugs

4.5 Local Hospice Lottery endeavours to treat people in accordance with the Equality Act 2010. It is important to note that whilst there are a variety of factors which may indicate someone may be vulnerable (some of which are listed above), the presence of these does not necessarily mean that someone is vulnerable. Similarly, you should not assume that someone is not vulnerable if they do not fall within the categories above. Each individual should be listened to and engaged with on a case by case basis. For example, you should not assume that an older person is necessarily vulnerable because of their age; failing to give that person an opportunity to purchase a Lottery membership because of their age could be considered discriminatory or, more broadly, a failure to treat donors fairly.

4.6 We think that it is helpful to draw a distinction between the following categories of people, whilst recognising that not every person will fit neatly into a particular category. The purpose of these categories is to provide guidance on the interaction and follow up steps that you should take if you reasonably believe that someone may lack mental capacity or be a vulnerable person.

4.6.1 Those people who lack mental capacity to make a decision at the relevant time. Examples of a person who may fall into this category include, where the condition is severe:

- (a) someone with a particular disability, for instance a learning disability;
- (b) someone with Alzheimer's or dementia;
- (c) someone impaired by drugs or alcohol (please note that this policy separately considers issues around problem gambling – see paragraph 10 below).

4.6.2 Those people who have mental capacity to make the proposed decision, but may be vulnerable and require additional support. Examples of people who may fall into this category include:

- (a) someone with visual or hearing impairments;
- (b) someone who does not have English as a first language.

4.6.3 Those people who have mental capacity to make the proposed transaction, but are vulnerable due to other factors. Examples of people who may fall into this category include:

- (a) someone who is recently bereaved;
- (b) someone suffering from anxiety.

## 5. How can you identify vulnerable people?

5.1 When trying to identify whether someone is vulnerable or lacks mental capacity, the following are (non exhaustive) indicators to look out for.

- The respondent is asking you to speak up or speak more slowly.
- Can they understand, follow, or hear the complete conversation or are they missing important bits?
- The respondent appears confused.
- The respondent is asking irrelevant or unrelated questions.
- The respondent keeps wandering off the topic in the discussion and talking about other matters or things that don't make sense.
- The respondent keeps repeating themselves or repeating questions they have asked.
- The respondent is responding in an irrational way to simple questions.
- The respondent is taking a long time to respond or is finding it difficult to respond.
- The respondent has said 'Yes' in answer to a question when it is clear they haven't listened or understood.
- The respondent is displaying signs of forgetfulness, e.g. forgetting that they are already a member of the Lottery scheme.
- They take a long time to get to the door and sound flustered or out of breath, indicating that they may have a lack of mobility due to age or illness.
- They take a long time to answer questions. They say "My son/daughter/wife/husband deals with these things for me".
- Where there is a language barrier they are vulnerable as they may not fully understand what is being said to them.

5.2 Local Hospice Lottery is registered with Dementia Friends and encourages all of its staff and self-employed fundraisers to become friends. Training is provided to all members of the sales team in relation to this policy at induction.

5.3 In addition, the following publications provide some guidance on how to identify someone in a vulnerable circumstance:

5.4 Chartered Institute of Fundraising Guidance: "Treating Donors Fairly" <https://ciof.org.uk/events-and-training/resources/treating-donors-fairly-2021>;and

5.5 Direct Marketing Association; White paper "Guidelines for call centres dealing with vulnerable consumers" <http://dma.org.uk/article/white-paper-guidelines-for-call-centres-dealing-with-vulnerable-consumers>.

5.6 You can also find helpful information on issues around vulnerability, mental capacity and inclusive behaviour from the following charities: Alzheimer's Society, Dementia UK, Mencap and Age UK.

## 6. How should you interact with vulnerable people?

6.1 It is not possible to be prescriptive about how you should interact with each person identified as vulnerable or lacking mental capacity as the circumstances are likely to be unique. ***In all circumstances, if you are in doubt about how to proceed, the safest option is to not make the sale and to politely bring the interaction to a close.***

- 6.2 You may need to ask for further information or additional questions in order to identify whether the individual lacks mental capacity to make the decision, requires additional support or is in vulnerable circumstances. You should always behave sensitively and be careful not to cause offence in these cases. However, it is important that you have the information you need to make a decision as to how you should treat that particular individual fairly in each situation.
- 6.3 Where the individual lacks mental capacity, or you reasonably believe that the person lacks mental capacity, to make the decision, then you should not make the sale and should politely bring the interaction to a close. If you are unsure, you should try and obtain a second opinion from your team leader or line manager.
- 6.4 Where the individual has the mental capacity to make the decision but requires additional help or support to make the decision, reasonable support can be provided to enable this. Ways in which this support could be provided would include:
- Speak clearly and enunciate, using accessible language.
  - Set expectations for the conversation – outline all the information that will be required of them if they agree – i.e. account numbers, personal details, etc. – and how long this is likely to take.
  - Be patient / empathise.
  - Don't rush them. If they need to go away and find account details it could take them some time.
  - Don't assume that you know what the person needs – it's easy to rush through if the person is slow or not able to explain what they need.
  - Clarify understanding at every point posing the question "is there anything you'd like me to explain?"
  - Ask the consumer to explain to you what they understand the agreement to be. Don't assume that the person you are talking to is sighted – they may be unable to read serial numbers or statement details.
  - Don't assume that the person you are talking to can hear everything you are saying – they may have a hearing impairment.
  - Give the respondent time to explain fully – don't interrupt or show impatience.
  - Listen for what isn't being said, not just what is – e.g. absence of price, commitment, timing type questions on the part of the person you are talking to should ring alarm bells.
  - Ask if there is a better time to visit (e.g. some people will function better in afternoons than mornings).
  - Ask whether there is anyone else they need to talk to before making the decision.
  - To give them more time to consider the decision, you can give them the option to sign-up online, over the phone or by post in their own time and can leave a leaflet/sign-up form with them.
- 6.5 If you have any concerns about whether this support is sufficient to enable the individual to make the decision, then you should not make the sale and should politely bring the interaction to a close. If you are unsure, you may wish to obtain a second opinion from your line manager.
- 6.6 Where the individual has the mental capacity to make the proposed decision, but is identified as potentially vulnerable, there are a range of options available for your response:

- 6.6.1 not make the sale and politely bring the interaction to a close;
- 6.6.2 not make the sale and suggest that they get advice from family/friends or an appropriate person;
- 6.6.3 not make the sale and obtain a second opinion; or
- 6.6.4 offer alternatives to dealing with things now – maybe they would prefer to transact the business by post or email? If so, you could leave them with a leaflet/sign up form

## **7. What you should think about before making any sale**

- 7.1 Ask yourself honestly whether a 'yes' is real agreement or just submission. Will they feel that they have been put under undue pressure?
- 7.2 Please consider whether the customer demonstrates that they have a general understanding of what decision they need to make and why they need to make it. Do they understand the consequences of making, or not making, this decision? Can they understand and process information about the decision? And can they use it to help them make a decision?
- 7.3 Be careful to distinguish between verbal cues and agreement e.g. 'oh yes' could mean 'I'm listening' not 'I'd like to go ahead'
- 7.4 Ask the following questions: "do you need to discuss this with anyone else" / "would you like me to explain any part of our conversation again" / "did you want to think about this before making a decision?" / "is there anything we can do to help you deal with us?"
- 7.5 If they say something that suggests they don't fully understand what you have said, be prepared to repeat or paraphrase to clarify understanding
- 7.6 Don't assume that they fully understand all the implications of the offer/agreement. Explicitly and clearly confirm all the important information
- 7.7 Make sure that the customer is not flustered, agitated, feeling pressured or in an emotional state when they make a decision
- 7.8 If appropriate, suggest that they talk it through with someone else and offer to come back. Where appropriate suggest that a guardian or carer could be present when you visit
- 7.9 Can you leave them with a leaflet/details for them to consider?

**If you are ever in doubt as to the vulnerability or mental capacity of the customer, please remember the following:**

- We never aim to sell to anyone who does not have the mental capacity or is in vulnerable circumstances. Aim to bring the conversation to an end swiftly and politely.
- If you aren't sure, simply leave them with a leaflet/sign up form which they can speak to their family about and action of their own free will.

- You will always get credit for a sensitively handled visit. Think about how you would want someone to speak to one of your elderly relatives such as a grandparent and use this as a guide.
- If anyone says that they do not have control over their finances – do not push or persevere with the ask. Leave them a leaflet/sign up form for them to consider and pursue, should they choose to.

## **8. Recording your interactions with vulnerable people**

- 8.1 If you are concerned that a person lacks capacity or is potentially vulnerable, but are not certain, it is likely that you will have not been able to obtain consent to keep a record of this (i.e. so as to ensure that future contact with that individual is appropriate to their circumstances). Therefore you should make an entry against their name which does not contain special category (sensitive) data (e.g. details about your concerns regarding their mental or physical health) but which makes clear either that the individual should not be contacted at all, or that the individual should not be contacted for a sale.
- 8.2 Local Hospice Lottery produce a 'do not knock' list of addresses which is maintained at Head Office and is circulated to fundraisers in the relevant geographical area. Fundraisers who identify a household where they have concerns about a person's vulnerability and feel it is appropriate to add the address to the 'do not knock' list, please inform the office or relevant member of the sales management team. Local Hospice Lottery will maintain the 'do not knock' list as a list of addresses only and with no reference to the names of any individuals.

## **9. After a sale has been made**

If you have any concerns or doubts about any of your visits following a sale, please contact your team leader or line manager. If we become aware that a person lacked mental capacity when they a sale was made, we will void the sale. If we become aware that a person was potentially vulnerable at the time of the sale, we will carefully weigh up the benefits of the sale (i.e. increasing the pool of funds available for beneficiary hospices), against the damage that may be caused by not voiding the sale.

## **10. Under 18's**

This policy relates to dealing with vulnerable adults only. Those aged under 18 cannot join Local Hospice Lottery. The application form provides a space for date of birth in order to verify the age of a player. If you are uncertain about a player's age or believe they are aged under 18 you should request a form of identification from the individual (a passport/ driving licence/ utility bill). If in doubt the individual should not be signed up to Local Hospice Lottery.

## **11. Problem Gambling**

- 11.1 Local Hospice Lottery is licensed by the Gambling Commission under the Gambling Act 2005 and makes every effort to behave in a socially responsible manner and promote our Lottery in such a way as to encourage supporters to gamble sensibly. While lottery products are one of the lowest risk gambling products, engaging in a lottery is still a form of gambling and Local Hospice Lottery is under an obligation to have policies and procedures in place that promote socially responsible gambling.

- 11.2 An additional form of vulnerability that we need to consider is problem gambling. In order to help you identify whether someone may have a problem in this area the following factors can be considered. For example the prevalence of problem gambling is significantly higher in the 16-24 years (2.1 per cent) and 25- 34 years (1.5 per cent) than in older adults (0.3 per cent in those aged 55-64 years).
- 11.3 In addition problematic gambling has also been associated with the following risk factors:
- Being unemployed
  - Having poor health
  - Being younger
  - Binge drinking
  - Being male
  - Smoking
  - Having a family history of frequent gambling
  - Being single, widowed or divorced.
- 11.4 We appreciate that you are unlikely to be aware of many of the above risk factors for the people you meet when fundraising for Local Hospice Lottery. Below is a list of some behaviours that could suggest that the person you are speaking to is at risk of problem gambling:
- They ask to purchase a high number of lottery entries, noting that people can only purchase a maximum of three entries per draw via face to face sales.
  - They mention that they engage in a number of other gambling / lottery products
  - They are overly focussed on the possibility of winning a prize, rather than the causes supported by Local Hospice Lottery.
  - They mention that they are in financial difficulty
- 11.5 Under gambling regulations, Local Hospice Lottery must provide certain information to potential lottery players before they decide to buy a ticket. This includes information on the likelihood of winning a prize. You must never exaggerate or mislead someone about the likelihood of them winning a prize, the number of prizes on offer or the size of those prizes.
- 11.6 If you are concerned that an individual may be a problem gambler you can consider asking the following two questions as recommended by the Royal College of General Practice for use by GPs:
- Have you ever felt the need to bet more and more money?
  - Have you ever had to lie to people important to you about how much you gambled?

Answering yes to either or both questions suggests that further assessment is needed. If ever you are in doubt as to whether the person you are dealing with could have an issue with problem gambling, the individual should not be signed up to Local Hospice Lottery.

11.7 If you think an individual may have a problem with gambling, they can contact the gambling support network, GamCare confidentially on 0808 802 0133. Alternatively, they can visit the GamCare website at [www.gamcare.org.uk](http://www.gamcare.org.uk) or [www.begambleaware.org](http://www.begambleaware.org).

## Schedule 8

### Draft Communication to be sent to members of the Existing Lottery

Dear Mr Jones

#### Important changes to your lottery membership

We would like to take this opportunity to thank you for supporting [insert name] Hospice through our lottery and let you know about some important and exciting changes to your membership. If you are happy to continue to support the Hospice through playing a weekly lottery, despite the changes detailed below, **you do not have to do anything**.

From 'The First Draw' date, the way [insert name] Hospice will be raising lottery income will change and we are delighted to announce that we will be joining the Local Hospice Lottery. This means the Hospice will receive more money from your £1 entries, whilst also offering you a larger top prize and a larger overall prize fund.

As you may know, [insert name] needs to raise £X million each year to run our services and the Lottery is a really important way for us to secure vital funds. This is especially important as we work to ensure our services remain accessible for the people of [insert details]. Local Hospice Lottery will help us to raise even more which means more money to spend on supporting our patients and their loved ones. We will be working with them on an ongoing basis and have made the decision to cease the operation of our current lottery.

#### Who are Local Hospice Lottery?

Local Hospice Lottery is an incredibly successful partnership that has been running since 2008 and currently supports 37 hospices throughout Great Britain through its weekly draw. At present it has £5,200 in prizes each week, including a guaranteed weekly top prize of £2,000, and a rollover prize that can reach as much as £25,000!

#### Working together to raise more funds

By working with Local Hospice Lottery we aim to raise at least [Insert figure] over the next five years and, as a current lottery player, 80p of your weekly £1 is guaranteed to come directly to [insert name] Hospice. This is more than our existing lottery; much more than the Health Lottery (which provides just over 20p to health causes) and more than the National Lottery (which gives 25p to good causes from every £1).

So with more guaranteed prizes for you and more money for specialist Hospice care across the borough, I hope you will agree that we have made a good decision and that we can continue to rely on your support for the lottery.

#### What next?

Joining couldn't be easier. In fact, as you currently pay by standing order, you won't need to do anything at all! Your regular payments and entry into the [insert name] Hospice Lottery will continue until the last draw on 'The Cessation Date'. Thereafter, your payments will be transferred automatically to Local Hospice Lottery so that you can take part in their weekly draw from the following Friday, 'First Draw' Date. As long as your payments continue and you remain in credit, you will continue to enter the Local Hospice Lottery weekly draws in support of [insert name].

#### Is my data protected?

The data [insert name] Hospice holds about your lottery membership will need to be passed to Local Hospice Lottery to enable them to enter you into the weekly draw. The enclosed information provides specific details about this. Your data will not be shared with the other hospice partners or with any third party for marketing purposes. Local Hospice Lottery will be writing to you regarding your membership, with your own personal welcome pack and membership card. These will be posted to you as soon as possible after Local Hospice Lottery receives your details and will be within two to three weeks of the first draw on 'First Draw' Date.

### I have more questions

Please do not hesitate to contact Local Hospice Lottery should you have any further queries using their Freephone number 0800 316 0645 or via email at info@localhospicelottery.org.

We understand that some supporters may wish to take this opportunity to not enter the Local Hospice Lottery draw. If this is the case, you will need to contact your bank and inform them that you wish to cease your standing order and you will also need to inform us at [insert name] that you are cancelling. This is particularly important as if there is any credit left from your payments after the last draw of the [insert name] Lottery on 'the Cessation Date', we will need to know how to treat it. You can request that this is made as a donation to [insert name], or you can request a refund. In order to cancel your lottery membership and inform us of whether you require a refund or wish any credit to be treated as a donation, please respond using the attached form and enclosed freepost envelope **by a date to be agreed to:**

[Insert address]

I hope that the information contained in this letter and the enclosed leaflets will enable you to continue to support [insert name] Hospice by joining Local Hospice Lottery. With many thanks for your generosity and continued support of our caring work.

Yours sincerely

[Insert details]

[Insert address]

-----  
Response Form – Only To Be Used if You Wish to Cancel Your Lottery Subscription in support of [insert name] Hospice

Name

Address

Postcode

I wish to cancel my membership of the lottery in support of [insert name] Hospice and have contacted my bank to inform them of this cancellation.

In the event that there is any credit left from my payments after the last draw of the [insert name] Hospice lottery on 'the Cessation Date', I would like:

- a) [insert name] Hospice to treat this as a donation [ ]
- b) Request a refund [ ]

Please tick relevant box and return this form in the enclosed freepost envelope

## Schedule 9

### Draft wording to be included on Lottery Tickets, applications to the join the Lottery and all relevant Materials

In accordance with data protection legislation Local Hospice Lottery will store your data securely for the purposes of administering your participation in the weekly draw and contacting you about your membership. Local Hospice Lottery will also keep you updated on existing lottery products that you may be interested in, including our Superdraw, as well as our new products and services by post, e-mail, telephone and text.

Please tick if you **do not** want receive these updates:

By post [  ] By email [  ] By telephone [  ] By text message [  ]

You can opt-out of receiving marketing communications or update your preferences at any time by contacting 0800 316 0645. For more information please see our privacy policy at <https://www.localhospicelottery.org/privacy-policy>.

Local Hospice Lottery will provide St Raphael's Hospice with your details so that they are aware of your support. Your support makes the care St Raphael's Hospice provides possible. St Raphael's Hospice would like to share more information with you about their services including other ways to support Hospice care.

Please tick if you are happy to receive these updates:

By email [  ] By text message [  ]

St Raphael's Hospice will also keep you updated about its work, fundraising activities, events, volunteering opportunities and products and services by post and telephone.

Please tick if you **do not** want receive these updates:

By telephone [  ] By post [  ]

You can opt-out of receiving marketing communications or update your preferences at any time by contacting **insert phone/email**. For more information please see St Raphael's Hospice's privacy policy at **insert web link**

## Schedule 10

### Data Particulars

ITEM	DETAILS
<b>Protected Data</b>	<p>The Protected Data consists of the following personal data in relation to Members and Transferred Members:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Contact details (including, where available, email addresses and phone numbers),</li> <li>• Dates of birth,</li> <li>• Date the Member joined the Lottery; and</li> <li>• Details of whether the Member or Transferred Member has been a winner of the Lottery in any preceding month of a sum of over £100.</li> </ul> <p>The Protected Data also consists of names and contact details of the parties' employees.</p>
<b>Special categories of personal data, criminal data, or otherwise sensitive data<sup>1</sup></b>	None
<b>Purpose of the sharing of Data</b>	For LHL to gain access to player data ahead of the Transfer Date and to administer the lottery for Transferred Members.
<b>Lawful bases for sharing the Data</b>	<ul style="list-style-type: none"> <li>• Legitimate Interests</li> <li>• Consent</li> </ul>
<b>Will the Parties share the Data will any other parties (Third Party/Parties)?</b> (excluding processors)	LHL will not share the Transferred Member Data with third parties except without the consent of the Company and the Charity (as set out in clause 5.8 above)

<sup>1</sup> **Special categories of personal data** include: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. **Criminal data** includes: personal data relating to criminal convictions and offences.

**EXECUTED** as a Deed  
by two Directors for and on behalf of  
**LOCAL HOSPICE LOTTERY LTD**

.....  
Signature of Director

.....  
Name of Director

.....  
Signature of Director

.....  
Name of Director

**EXECUTED** as a Deed  
by two Trustees for and on behalf of  
**ST RAPHAEL'S HOSPICE**

.....  
Signature of Trustee

.....  
Name of Trustee

.....  
Signature of Trustee

.....  
Name of Trustee



## The Country's Leading Lottery For Hospices

The Barn, Glandfields Farm  
Chelmsford Road  
Felsted  
Essex, CM6 3LT  
TEL: 01245 228949  
info@localhospicelottery.org  
www.localhospicelottery.org

7<sup>th</sup> November 2024

Rebecca Trower  
Joint CEO and Clinical Director  
St Raphael's  
London Road  
Cheam  
Sutton  
SM3 9DX

By email to: [RebeccaTrower@straphaels.org.uk](mailto:RebeccaTrower@straphaels.org.uk)

Dear Becca,

It has been good to liaise with you recently and thank you again for responding to our questionnaire, additional queries and most importantly for giving us the opportunity to provide details about our lottery model for the team at St Raphael's Hospice to consider.

I hope that the information we have provided to date has been useful. As you know from our previous conversations, Local Hospice Lottery is the largest hospice lottery in the country and has already developed productive and profitable relationships for 39 partner hospices across Great Britain.

Our model is based on the premise that by working together with partner hospices, we can all gain from economies of scale to deliver a greater return to hospice care. By utilising the local brand of St Raphael's Hospice, alongside the benefits of our one lottery with its higher prize fund, fundraising team, strong compliance and greater expertise based on years of collaboration, players, St Raphael's Hospice and Local Hospice Lottery all win!

As requested I am delighted to now provide bespoke modelling and initial financial proposals based on the information you have kindly provided and our knowledge of operating across different parts of the country.

Based on your responses to our questionnaire and audited accounts we have aimed to provide a comparison between your current performance and transferring to Local Hospice Lottery. Our estimates show that St Raphael's Hospice can expect between an additional £873k over 5 years as compared to the current profit from your weekly lottery.

I hope that this information is of interest and I look forward to hearing from you soon.

With best wishes and thanks again,

Yours sincerely,

Gary Hawkes  
Chief Executive Officer

@localhospicelottery @localhospicelottery @hospice\_lottery linkedin.com/company/local-hospice-lottery

Mob: 07738 810379



## Projections for St Raphael's Hospice From Local Hospice Lottery

### Contents

- Executive Summary
- Membership Projections
- Financial Projections
- Conclusion

### Tables & Appendices

No.	Tables	Appendices
1.	St Raphael's Hospice - Lottery Income, Expenditure & Profit	Financial Projections
2.	St Raphael's Hospice – Lottery Membership	Demographic Analysis
3.	HQP/HLA/HUK analysis of hospice lottery gross income	
4.	St Raphael's Hospice – Membership Growth Scenarios	
5.	Local Hospice Lottery Payment Percentages	
6.	Donation Growth Scenarios	

## Executive Summary

Local Hospice Lottery are pleased to have been invited to present a submission to St Raphael's Hospice in respect of lottery fundraising. As market leaders in the field, we believe that we combine the experience and knowledge to take lottery fundraising further, generate more funds for hospice care and enhance the diversity of your income streams.

The methods of how Local Hospice Lottery operates have been detailed in the information supplied previously but can be summarised as:

- Being Supportive, Fair, Professional and Ambitious with all of our stakeholders
- Focusing on the needs and resourcing of hospice care
- Targeting and investing in on-going membership maintenance and growth
- Developing and utilising in-house resources to drive excellence and cost reduction
- Distributing savings from economies of scale to front-line hospice care
- Diversifying routes to market

At present our lottery has in excess of 280,000 members and a track record of this growing every year. Local Hospice Lottery recognise that St Raphael's Hospice currently operate their own lottery. Local Hospice Lottery propose to transfer each entry in the St Raphael's Hospice draw to the Local Hospice Lottery draw and have therefore provided three sets of financial projections that are based on transferring 7,000 players at the start of the next financial year in April 2025.

This transfer figure is based on current membership of approximately 7,000 and assumes this membership is maintained throughout 2024/25. Whilst membership will naturally alter and the actual timeframe would need to be confirmed, we have used April 2025 and the current membership levels as this allows for easier comparison of data across full financial years. The earliest available date for transfer is between June & August 2025.

Based on an analysis of 70 hospice lottery's performance, St Raphael's Hospice lottery is currently performing at the first quartile of hospice lottery performance nationally in terms of £ per head of population and population penetration. However, hospice lottery performance varies considerably by region and as a further comparison St Raphael's Hospice is performing above third quartile performance in the Hospice UK London Region. Over the past 5 years St Raphael's Hospice has seen its gross lottery income decrease by 14%, although with a 10% increase from the previous year. However, net income has decreased by 60% over the same period as St Raphael's Hospice have invested in membership growth.

We have therefore developed three scenarios as follows:

1. Steady State at 7,000 plays – to show a like for like comparison
2. Grow to 8,000 plays in 5 years
3. Grow to 9,000 plays in 5 years – to match previously highest membership levels

In terms of financial impact, all three scenarios provide an additional £873k over 5 years as compared to St Raphael's Hospice's current net income. Full details are attached as Appendix 1.

We look forward to developing a mutually beneficial relationship between St Raphael's Hospice and Local Hospice Lottery.



## St Raphael’s Hospice Membership Projections

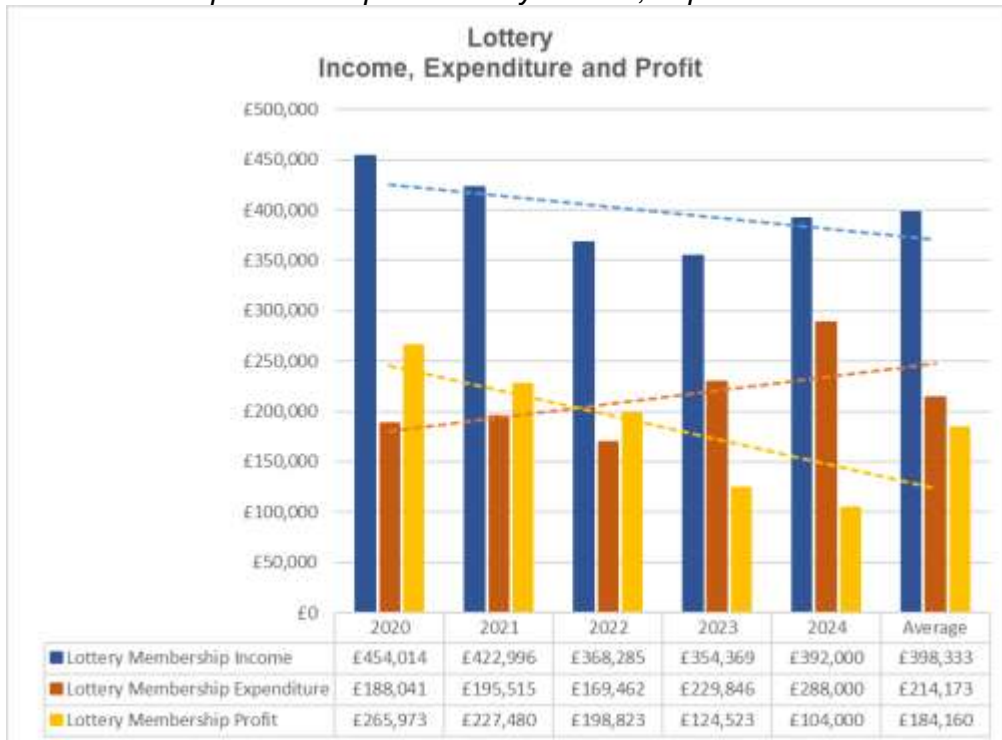
### St Raphael’s Hospice Lottery – Recent Performance

St Raphael’s Hospice provides its caring services to the communities of Sutton and surrounding areas. The Hospice is currently reviewing its lottery operation whilst celebrating the contribution players have made to the Charity’s voluntary income over the years.

### St Raphael’s Hospice – Lottery Income

From information provided by St Raphael’s Hospice and from statutory accounts for the period 2019/20 to 2023/24, the total income from St Raphael’s Hospice’s weekly lottery has averaged £398,333 per annum, with an average annual profit contribution for the hospice of £184,160 as shown in the table below.

Table 1 – St Raphael’s Hospice - Lottery Income, Expenditure & Profit



As can be seen, lottery profit has varied by £165k over the 5 years, with this decreasing throughout the period. At £104k, the profit for 2023/24 is at the lowest levels for the period. The above figures exclude income from St Raphael’s Hospice’s superdraws, with these averaging £4,667 of net income per annum with an average profitability of 28%.

## Membership Potential

Determining the potential membership capacity for an individual hospice is dependent on a number of factors, with the hospice's local profile, geographic location, historic membership, cost per entry, population size and demographics being key factors, along with recruitment plans and cancellation rates. To aid comparisons, based on average membership data provided by St Raphael's Hospice, the average number of weekly £1 game numbers in St Raphael's Hospice's lottery over the past five years is shown in the table below.

Table 2 – St Raphael's Hospice – Lottery Membership



As can be seen, membership has decreased during the first four years but with an increase in the most recent year due to investment in face-to-face acquisition. Recent analysis and benchmarking based on data from Hospice Quality Partnership (HQP), Hospice Lotteries Association (HLA) and Hospice UK shows gross lottery income for hospices averaging £1.28 per head of population. A deeper review of this data has been commissioned and undertaken by Local Hospice Lottery and analysed. Based on a sample of 70 adult hospices, 5 of which are in Hospice UK's 'London' region, this shows the mean and quartiles for gross lottery income nationally and regionally per head of population as follows:

Table 3 - HQP/HLA/HUK analysis of hospice lottery gross income

Quartile	£per Head of Population			Penetration by population		
	National	Regional	St Raphael's Hospice	National	Regional	St Raphael's Hospice
Third	£2.07	£0.79	£0.91	3.78%	1.52%	1.75%
Second/Median	£1.59	£0.55		2.73%	1.06%	
Mean	£1.28	£0.49		2.32%	0.93%	
First	£0.85	£0.52		1.43%	1.00%	

Information provided by St Raphael's Hospice identified that the local catchment area covers a population of 390,347 people. With a present lottery membership of 6,815 game numbers, St Raphael's Hospice lottery is at the 1<sup>st</sup> quartile level of national performance in terms of population penetration at 1.75% and at £0.91 per head of population.

However, the Hospice UK Accounts Reports for 2021<sup>1</sup> and 2022<sup>2</sup> have identified that Hospices in the London region experience some of the lowest levels of hospice lottery performance across the

<sup>1</sup> <https://hukstage-new-bucket.s3.eu-west-2.amazonaws.com/s3fs-public/2022-12/Hospice%20Accounts%20Report%202022.pdf?VersionId=X7PPqZkYCXecewAmHof5k7ghUW0erGsz>  
<sup>2</sup> <https://hospiceuk-files-prod.s3.eu-west-2.amazonaws.com/s3fs-public/2023-11/Hospice%20Accounts%202023.pdf>

country. As such the regional comparison shows that St Raphael's Hospice is performing above third quartile levels of performance, and is the highest performing hospice by these measures in London.

The above analysis suggests that membership can at least be maintained, but with the ability to develop membership to between 8,000 and 9,000 players to achieve at previous higher levels of membership.

**Membership Options**

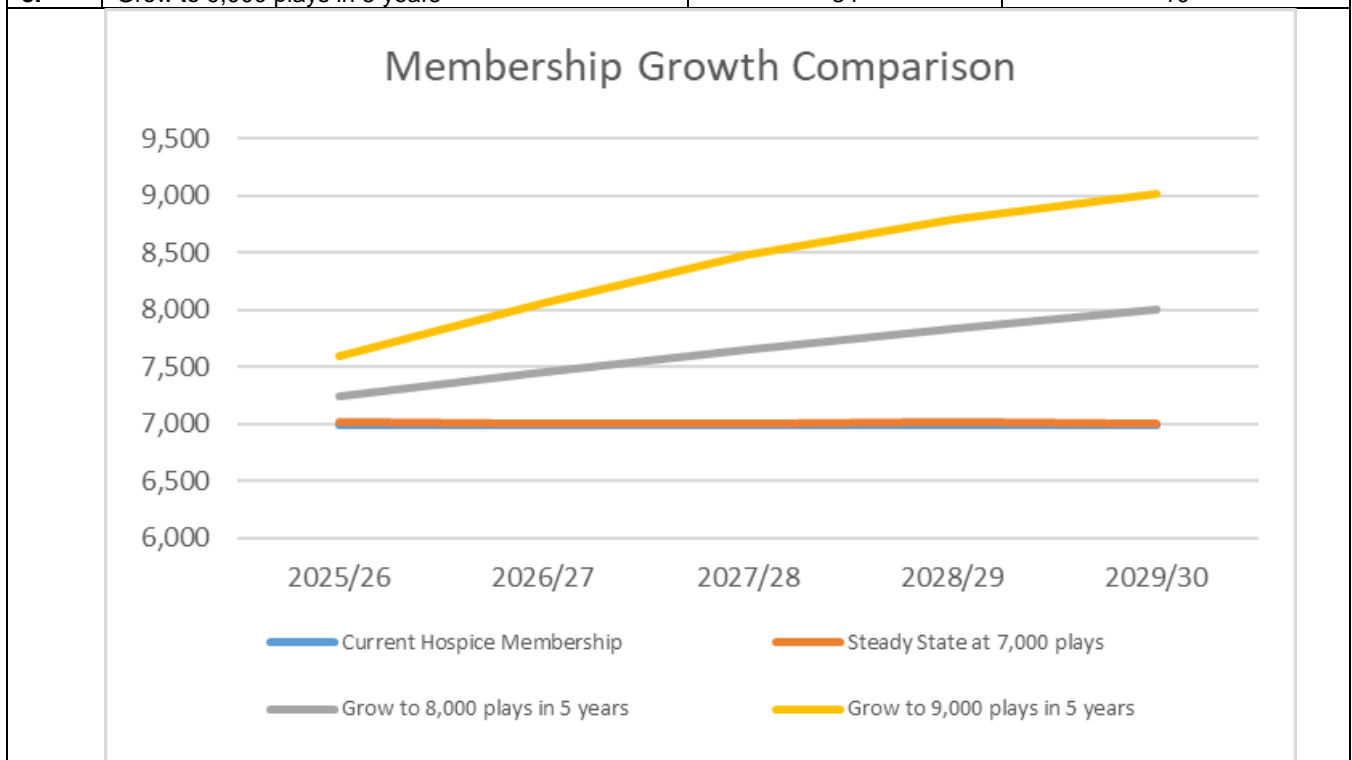
Based on the above factors, Local Hospice Lottery consider that membership projections for St Raphael's Hospice would be expected to range from retaining weekly £1 membership at its current levels of 7,000, to increasing membership to 9,000 members within five years. As such three scenarios are therefore considered that provide for:

1. Steady State at 7,000 plays – to show a like for like comparison
2. Grow to 8,000 plays in 5 years
3. Grow to 9,000 plays in 5 years – to match previously highest membership levels

Other options may be available and discussions, and decisions in this area would form part of the first stages of project planning for the transfer should St Raphael's Hospice choose to work with Local Hospice Lottery.

*Table 4 - St Raphael's Hospice – Membership Growth Scenarios*

No.	Membership	Average Gross Weekly Sales Yrs 1-5	Average Net Weekly Sales Yrs 1-5
1.	Steady State at 7,000 plays	20	0
2.	Grow to 8,000 plays in 5 years	27	5
3.	Grow to 9,000 plays in 5 years	34	10



# Financial Projections

## Payment Structure

As mentioned in the previous documentation provided, Local Hospice Lottery’s payment to partner hospices consists of a licence fee for use of the partner hospice’s name and logo and a donation based on the number of players supporting St Raphael’s Hospice through the Lottery.

### Licence Fee

The licence fee is a commercial payment calculated based on the population, voluntary income and number of retail outlets at that partner hospice. On this basis Local Hospice Lottery would make a payment to St Raphael’s Hospice of £5,000 per annum (plus VAT if applicable) over the 5 years of the contract.

### Donation

In addition to the licence fee, Local Hospice Lottery pay a donation to hospice partners based on a fixed percentage on transferring players and an increasing percentage relating to the number of new players recruited for each hospice. The payment structure is contractually due for review at least every two years, with the following percentages in place from 1<sup>st</sup> April 2025:

*Table 6 - Local Hospice Lottery Payment Percentages*

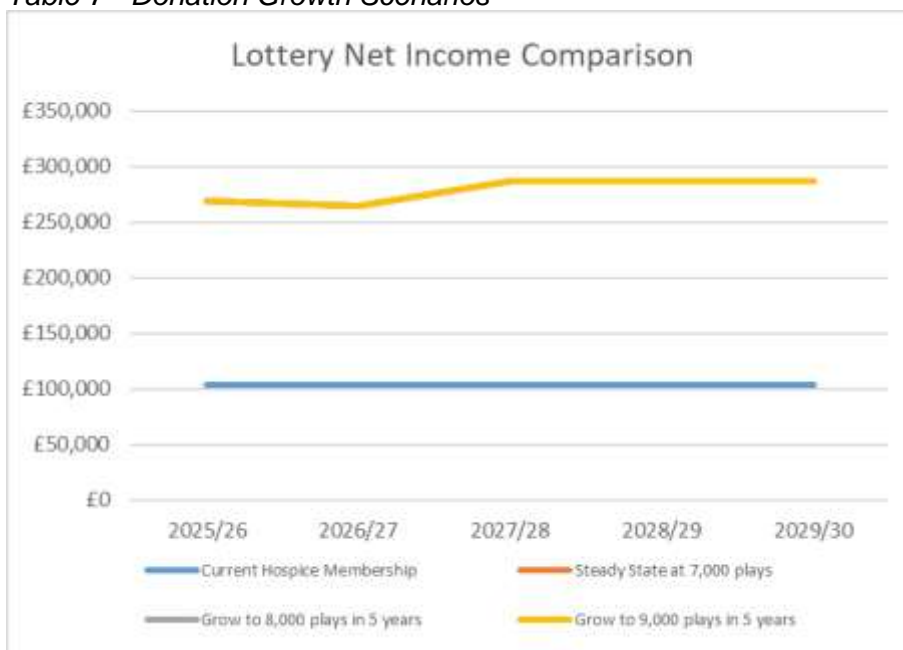
No of players	Payment in £1 for players
Transferring Players	80p
New Players	60p to 80p as follows:
0 – 5,000	60p
5,001 – 10,000	70p
10,000+	80p

## Five-year forecasts

Full financial projections will be dependent on the technicalities around the transfer and membership of your existing lottery players at the point of transfer, the marketing mix selected for new members, success of face-to-face fundraising and annual review of budgets.

However, based on the three membership projections above, and based on a transfer in April 2025 to aid comparisons by financial year, the table below shows the impact for St Raphael’s Hospice of working with Local Hospice Lottery:

*Table 7 - Donation Growth Scenarios*



As compared to the current income and membership, St Raphael's Hospice can be expected to see an additional £873k in additional income over the 5 years from 2025/26. All three scenarios provide a similar net income due to Local Hospice Lottery's model of paying income on transferred players separately from the investment in new players which is managed on the balance sheet until these reach profitability. Full details are attached as Appendix 1.

### **Conclusion**

With partner hospices based from the south coast of England to the Highlands of Scotland, including a number of partners in London, Local Hospice Lottery has expertise and a proven track record in working with a variety of hospices and managing relationships at a distance. Furthermore, as a company owned by a hospice, we have a wealth of experience in the hospice sector and are fully aware of the sensitivities and importance of reputation for all of our hospice partners and we put this at the forefront of our methods of working.

As demonstrated above and in our previously supplied information we hope you will agree that Local Hospice Lottery has both the experience and skills to be the ideal partner for St Raphael's Hospice. We would welcome the opportunity to develop a long-term relationship for the benefit of the patients and families we jointly strive to serve.

## Appendix 1 - Financial Projections

Current Hospice Membership	2025/26	2026/27	2027/28	2028/29	2029/30	5 Year Total	Increase on In-House Lottery
Membership at Year End	6,987	6,987	6,987	6,987	6,987		
<b>Net Amount for Hospice</b>	<b>£104,000</b>	<b>£104,000</b>	<b>£104,000</b>	<b>£104,000</b>	<b>£104,000</b>	<b>£520,000</b>	

Steady State at 7,000 plays	2025/26	2026/27	2027/28	2028/29	2029/30	5 Year Total	Increase on In-House Lottery
Weekly Growth	20	20	21	22	22		
Weekly Attrition	18	19	20	20	21		
Membership at Year End	7,016	7,003	7,009	7,023	7,009		
<b>Net Amount for Hospice</b>	<b>£268,780</b>	<b>£264,289</b>	<b>£286,797</b>	<b>£286,773</b>	<b>£286,772</b>	<b>£1,393,410</b>	<b>£873,410</b>

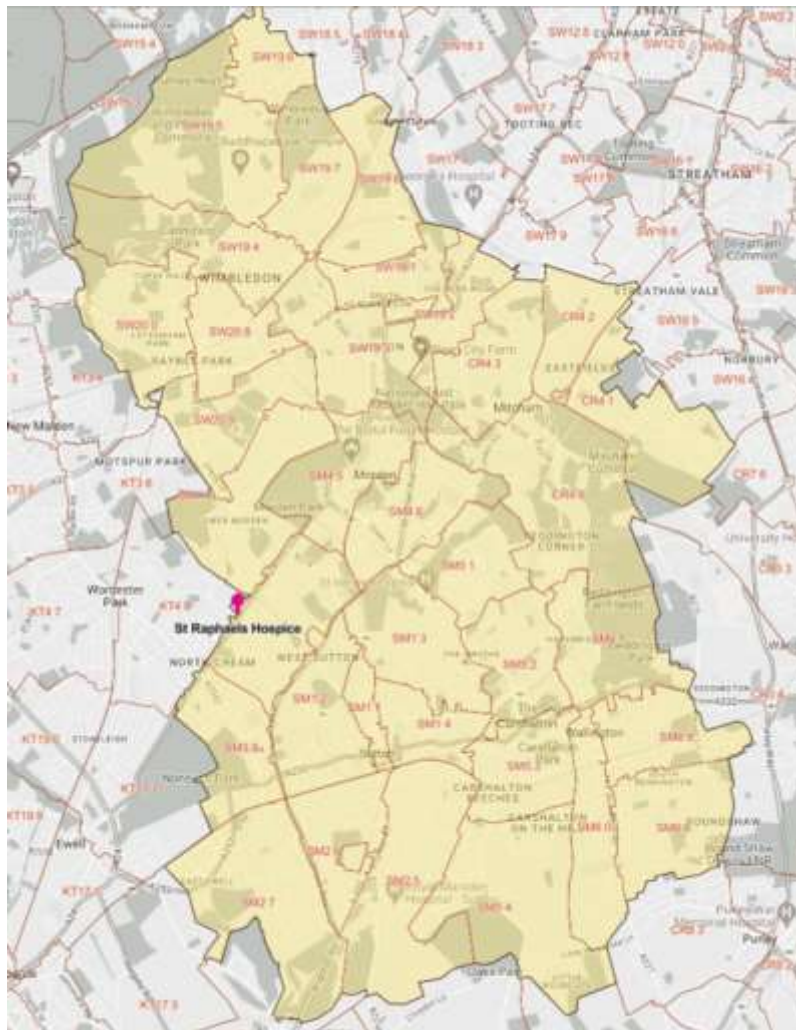
Grow to 8,000 plays in 5 years	2025/26	2026/27	2027/28	2028/29	2029/30	5 Year Total	Increase on In-House Lottery
Weekly Growth	25	26	27	28	29		
Weekly Attrition	19	20	22	23	24		
Membership at Year End	7,239	7,456	7,657	7,834	8,001		
<b>Net Amount for Hospice</b>	<b>£268,780</b>	<b>£264,289</b>	<b>£286,797</b>	<b>£286,773</b>	<b>£286,772</b>	<b>£1,393,410</b>	<b>£873,410</b>

Grow to 9,000 plays in 5 years	2025/26	2026/27	2027/28	2028/29	2029/30	5 Year Total	Increase on In-House Lottery
Weekly Growth	33	33	34	34	34		
Weekly Attrition	19	22	24	26	28		
Membership at Year End	7,597	8,067	8,481	8,788	9,021		
<b>Net Amount for Hospice</b>	<b>£268,780</b>	<b>£264,289</b>	<b>£286,797</b>	<b>£286,773</b>	<b>£286,772</b>	<b>£1,393,410</b>	<b>£873,410</b>

Other Underlying Assumptions	2025/26	2026/27	2027/28	2028/29	2029/30
Cost per Member (shared 50/50)	£75.00	£78.75	£82.69	£86.82	£91.16
Pre-joining LHLL Attrition Rate	0.25%				
Weekly attrition rate - transfers	0.25%	0.25%	0.25%	0.25%	0.25%
Weekly attrition rate - new	0.35%	0.35%	0.35%	0.35%	0.35%
Inflation	5%	5%	5%	5%	5%
Conversion to £5 Product	80% Conversion of transferred DDs in April 2025				

## Appendix 2 – Demographic Analysis

Postcodes		Age					Gender		Households				Socio-Economic					Density		Business		
SECTOR	DISTRICT	AGE0_15	AGE16_24	AGE25_44	AGE45_64	AGE65_PL	POP_TOT	POP_M	POP_F	H_HOLDS	D_DET	D_SEMI	D_TERR	D_FLAT	SG_AB	SG_C1	SG_ABC1	SG_C2	SG_DE	POP_DEN	HHD_DEN	BUS_TOT
SW19 4	SW19	1023	458	2846	1612	1128	7065	3472	3593	3348	456	417	351	2099	1538	767	2305	120	116	2766.64	1311.07	607
SW19 5	SW19	814	338	1384	1178	849	4565	2207	2358	1879	502	221	316	835	783	408	1191	78	115	1118.04	460.2	643
SW19 6	SW19	2370	1317	5148	2220	1126	12179	5751	6428	5016	186	256	620	3942	1322	1365	2687	578	934	12078.79	4974.73	449
SW19 7	SW19	1201	561	2478	1549	735	6524	3222	3302	2692	383	565	289	1410	1363	594	1957	119	118	3707.89	1529.99	305
SW19 1	SW19	1643	915	6113	1696	858	11226	5597	5629	5145	101	446	1808	2754	2332	1376	3708	390	426	10002.31	4584.17	655
SW19 8	SW19	3021	1352	7125	2964	1321	15780	7749	8031	6403	124	899	2614	2715	2994	1643	4636	423	481	8473.56	3438.29	828
SW19 3	SW19	2221	960	4396	2582	1458	11616	5798	5818	4607	282	1408	1565	1340	1985	1118	3102	291	237	4713.09	1869.25	298
SW19 2	SW19	2012	1678	6726	2425	1100	13939	7008	6931	6022	133	719	1460	3686	1768	1741	3508	800	981	10415.5	4499.76	1088
SW20 0	SW20	2036	790	3441	2398	1498	10162	4919	5243	4160	743	1160	638	1611	1527	970	2496	320	368	4398.72	1800.7	811
SW20 9	SW20	1709	874	2976	2148	1351	9056	4460	4596	3430	121	1004	1552	744	1017	880	1896	375	297	4741.59	1795.9	290
SW20 8	SW20	1989	840	5193	2473	1515	12012	5853	6159	5278	303	725	2039	2190	2222	1366	3588	367	305	8522.11	3744.56	672
SM1 1	SM1	737	358	1254	745	503	3597	1727	1870	1649	25	296	452	872	230	468	698	285	286	7454.66	3417.5	854
SM1 2	SM1	2740	1305	4674	3205	1735	13659	6656	7003	5771	415	1527	1434	2351	1313	1643	2957	900	740	6491.06	2742.51	422
SM1 3	SM1	2508	1415	3687	3368	2099	13076	6349	6727	5198	399	2124	1366	1296	805	1379	2184	930	731	5891.76	2342.11	247
SM1 4	SM1	2230	1194	4709	2786	1400	12317	6079	6238	5712	216	1135	1052	3289	1223	1728	2951	888	867	10725.08	4973.75	411
SM2 5	SM2	1877	1073	4068	2952	2024	11993	5879	6114	5630	844	820	460	3473	1554	1465	3019	621	592	3173.76	1489.89	551
SM2 6	SM2	1748	771	3747	2397	1767	10430	5058	5372	4959	711	418	684	3117	1296	1407	2701	594	558	6656.29	3164.77	367
SM2 7	SM2	1152	559	1147	1903	1415	6176	2986	3190	2216	1710	231	59	216	733	444	1177	163	102	1670	599.21	147
SM3 8	SM3	1625	853	2113	2201	1457	8250	3985	4265	3258	215	1373	722	929	657	840	1498	483	327	4577.52	1807.71	663
SM3 9	SM3	2878	1592	3645	3913	2041	14072	6921	7151	5185	171	2427	1927	660	737	1429	2167	1034	647	5839.8	2151.75	886
SM4 4	SM4	2666	1522	3893	3902	2307	14290	7103	7187	5314	84	1437	3126	655	972	1384	2357	887	579	5755.93	2140.45	532
SM4 5	SM4	2146	1224	3448	2278	1333	10431	5212	5219	3958	141	796	1809	1208	623	959	1581	681	779	4971.46	1886.4	872
SM4 6	SM4	2913	1531	4200	2943	1770	13356	6559	6797	5215	315	1008	2683	1206	632	1289	1921	953	1095	6601.16	2577.5	650
SM5 1	SM5	3237	1634	4166	2692	1438	13167	6257	6910	5137	157	735	3297	943	381	1301	1682	1152	1226	7788.96	3038.8	322
SM5 2	SM5	2438	1387	4004	2893	1502	12223	5940	6283	5188	161	1399	1659	1963	877	1519	2397	937	788	6781.04	2878.18	365
SM5 3	SM5	1712	874	2327	2366	1260	8542	4170	4372	3265	573	1519	470	690	820	912	1734	451	291	4983.31	1904.77	785
SM5 4	SM5	1366	729	1658	1979	1036	6764	3309	3455	2431	849	882	341	354	637	648	1284	319	223	1745.67	627.4	200
SM6 0	SM6	1178	702	2148	1808	1317	7151	3369	3782	3255	488	484	283	1957	627	889	1517	455	385	4146.97	1887.62	450
SM6 7	SM6	1924	849	2875	2151	1071	8869	4267	4602	3709	150	1401	766	1373	630	1169	1799	619	548	4016.05	1679.5	507
SM6 8	SM6	2552	1287	3665	3224	1571	12297	5960	6337	5061	250	1594	1456	1718	883	1480	2363	857	715	7292.53	3001.34	227
SM6 9	SM6	2793	1542	3407	3288	1700	12730	6128	6602	5055	840	1339	1099	1737	784	1303	2089	859	998	5663.96	2249.12	317
CR4 1	CR4	4258	2413	5226	4370	1916	18183	8821	9362	6670	272	1395	3289	1710	737	1775	2512	1258	1598	7557.93	2742.45	371
CR4 2	CR4	2905	1702	4997	2957	1386	13949	7053	6896	5011	249	643	2167	1931	684	1313	1996	893	1189	10619.42	3814.89	482
CR4 3	CR4	4544	2585	7133	4035	1690	19990	9664	10326	7458	317	1138	2786	3174	986	1936	2922	1350	2048	9996.07	3729.4	565
CR4 4	CR4	2314	1211	3548	2382	1255	10711	5274	5437	4153	169	735	1328	1914	589	1190	1778	749	869	2473.05	958.88	633
		<b>76,480</b>	<b>40,395</b>	<b>133,565</b>	<b>89,983</b>	<b>49,932</b>	<b>390,347</b>	<b>190,762</b>	<b>199,585</b>	<b>158,438</b>	<b>13,055</b>	<b>34,676</b>	<b>47,967</b>	<b>62,062</b>	<b>38,261</b>	<b>42,098</b>	<b>80,358</b>	<b>22,179</b>	<b>22,559</b>	<b>213,812</b>	<b>87,845</b>	<b>18,472</b>



**HEALTH AND SAFETY COMMITTEE**

**Minutes of Meeting held between 1pm-and 2.30pm**

**on 16<sup>th</sup> October 2024**

**Present:**

(JC) Jonathan Cope	Audit support & Mins	(SC) Steve Cresswell	Facilities (Chair)
(SJW) Sara Jane Woods	Commercial Director	(BM) Bernard Marley	Board Trustee
(GT) Ginny Toubal	Volunteers	(SM) Sara Mosalam	Infection Control Lead
(PM) Peter Morris	Facilities		

**Apologies for Absence:**

(AR) Alex Rudkin	Quality and Improvement, Chair	(MF) Maura Flint	Practice Education
(RT) Becca Trower	Clinical Director, Psycho-social, Wellbeing, Medical	(JG) John Groom	IT & Estates
(PH) Philomena Hutchinson	H&S Link (IPU Nights)	(GT-R) Dr Gaby Tamura-Rose	Consultant in Palliative Medicine
(NS) Nick Stevens	CEO	(TC) Tracy Christmas	Community Team
(PD-P) Paula Di Palma	Housekeeping	(KLG) Kerrie Le Gray	H&S Link IPU

**Venue:** St Bede's

<b>1. Apologies &amp; Welcome</b>	<b>Action</b>
Apologies as listed above. PM was welcomed to the meeting. He will be attending regularly from now on to represent Facilities.	
<b>2. Minutes of the meeting held on 11<sup>th</sup> October 2023</b>	<b>Action</b>
SC pointed out that the cameras referred to on page 4, section 8 are ANPR cameras and not security cameras. GT noticed a typo on page three section 7 – the sentence “shop workers do not routinely life very heavy items” should read “shop workers do not routinely lift very heavy items.” Otherwise these were accepted as an accurate record.	
<b>3. Matters Arising</b>	<b>Action</b>
<b>Matter arising : a) Retail Shops Operations Manual</b>	
Nothing new to report	
<b>Matter arising : b) Moving and Handling Training</b>	
Nothing new to report	

4. Health & Safety Management Update	Action
<p>The Fire RA template used by Hettle at their last assessment has been usefully adopted by SC and has been employed to service the assessments for the new premises taken on since 2021.</p> <p>SC has undertaken a reassessment of all Fire Risk Assessments and made minor adjustments as required. AR will produce pdf versions of them.</p> <p>During the larger H&amp;S audit in 2021, there were no very large issues discerned.</p>	SC/PM
<p>SC informed the meeting that the fire doors for the IPU, complete with their viewing panels, have been installed. There has been a new fire door installed for the link corridor to Tobit, at the far end of the corridor so as to be more secure.</p>	
<p>Retail Visits – Facilities continue routine visits to the shops. These are highly beneficial. SC has set a goal of each shop receiving a visit every two weeks. He reported that it is going very smoothly. Facilities usually telephone each shop the day before the scheduled visit so as to pre-empt any problems. SJW added that facilities had not telephoned ahead of their most recent visit to the Cheam shop. SC will revisit the Cheam shop, giving the personnel ample notice.</p>	SC/PM

5. Fire Update	Action
<p>SC announced that in May 2024 he delivered refresher fire training; only six people attended. There have been no new incidents or false alarms.</p>	

7. Moving & Handling (new standing item)	Action
<p>GT informed the meeting that Paula (an HCA) is undertaking training. The training focuses on using equipment to move patients in the community and in the Hospice.</p>	

8. Facilities Update	Action
<p>There have been 111 work requests to Facilities since the last meeting (36 were in retail) and only 8 are still outstanding. All of these are retail.</p>	

9. Water Safety	Action
<p>SC brought the attention of the meeting to the topic of water safety. Before a previous meeting in February there had been an abnormal reading from the galley kitchen in the centre of the hospice. SC advised that the fitments have since been replaced and the flushing program re-vitalised and embraced by Facilities with daily flushing which keeps disinfecting chemicals flowing through the system. Mervin is carrying out a daily flush of the ten sentinel taps each day. Whenever there has been a legionella reading, it's always been at a low concentration, and there have been no recent outbreaks. The limescale build-up from the hard water in this area is a potential breeding ground for legionella.</p>	
<p>Chlorine dioxide levels are tested regularly.</p>	

<p>SJW informed the meeting that she attended a charity retail association that included representatives from 12 different hospices and SM recommended that she email them as to why this is needed. SJW said that they might take a one size fits all approach with all sites, including hospice buildings and shops on different sites. BM informed the meeting that there are different possible modes of infection, including infection via spray.</p>	<p>SJW</p>
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<p><b>10. Infection Control</b></p>	<p><b>Action</b></p>
<p>SM commenced as Infection Control lead practitioner in November 2023, working two days a week. The Infection Prevention and Control Committee meets regularly and is chaired by Dr Jim Stephenson, Consultant Microbiologist at ESTH whose support we are very grateful for. SC informed the meeting of a minor update to Infection Control policies regarding COVID. The contact numbers for reporting outbreaks of infection have been changed. SM also brought the attention of the meeting to the waste area where the black gates have been left open at 9 PM over the past two weeks. The gates should remain closed except for deliveries and admitting funeral directors. SC has asked RT about the possibility of a sensor that indicates when the gates are opened. SM announced that she will organise a meeting where it will be arranged that two night staff routinely check the gates. Currently there is no camera surveying the gates. GT added that staff have been informed by email to keep the gates closed. PM added that the gates are left open for deliveries and funeral directors. It is necessary to be vigilant about closing the gates after the delivery personnel and funeral directors have left the site.</p>	

<p><b>11. Risk Assessments/ Risk Register</b></p>	<p><b>Action</b></p>
<p>The <a href="#">Hospice's H&amp;S Risk Assessment Register</a> is available for all to view.</p>	
<p>RAs are a responsibility of departmental heads to maintain and update as change or incident dictates. As a minimum, work place RAs should show evidence of review every two years. Any and all updates to risk assessments should be saved within the respective folder structure at <a href="#">N:\Health &amp; Safety\Risk Assessments\Risk Assessments by Department</a> and email notification sent to AR in order that the register provides an up to date picture.</p>	<p>All HoDs</p>
<p>General RAs facilitate the recording of hazards and control measures in place across a number of set criteria then can be added to if required or complemented by bespoke RAs that are task related. General RA criteria include:- COVID 19 Fire Employer's Liability Information security Accidents/Incidents Slips/Trips/Falls Manual Handling Electrical Equipment DSE Emergencies/ Loss of electricity / heating Theft/robbery/burglary Violence and Threatening Behaviour</p>	

<p>Exposure to hazardous substance  Inadequate instruction / information on safe working practices  Working at height  Persons at additional risk  Worker well being  Lone working  Hot weather  Receipt and sorting of goods</p> <p>All departments are advised that their General Risk Assessment should show evidence of review within the previous 2 year period.  SJW told the meeting that the corporate risk register has been updated and is due for discussion next week. BM informed the meeting that evidence of regular review is important, even if no changes to specific policies are required. A new date and a new signature are still needed to confirm that the policies are regularly reviewed.</p>	<p>All HoDs</p>
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<b>12. Health &amp; Safety Policy</b>	<b>Action</b>
Item deferred	

<b>13. Patient Safety Incident Response Framework (PSIRF)</b>	<b>Action</b>
Item deferred	

<b>14. Accidents/ Incidents</b>	<b>Action</b>
<p><b>2024 :</b> Updated figures to the end of September 2024 were not available at time of meeting but are subsequently added to these Minutes for record.</p> <p>Summarily, non-clinical data (n=13), June – September 2024, should note the minor/ no harm or low harm classification for all incidents. Injurious accidents are n=2, both in retail affecting volunteers; one via a prick to the skin when handling a tagging gun and the other a scald whilst filling a jug with boiling water. A positive legionella reading in the galley kitchen in July 2024 led to the more robust flushing regimen led by the Facilities team being reinstigated having lapsed in March 2024. There have been incidents which have warranted reiteration of rules for shop and volunteer personnel and a stalking incident in Retail that has involved liaison with the Police.</p>	

## RISK MANAGEMENT

### NON-CLINICAL RISK MANAGEMENT DATA

#### Distribution of Accidents (Injurious) and Incidents (Non-injurious)

Month	Staff		Visitor/ Customer		Volunteer		Contractor		Not App		2024 Total	2023 Total	2022 Total	2021 Total	2020 Total
	Acc	Inc	Acc	Inc	Acc	Inc	Acc	Inc	Acc	Inc					
Jan 23	3(3)	1		4(3)						7(4)	15(10)	3(2)	6(4)	1	1
Feb 23				2(2)	4(4)	1(1)				2(1)	9(8)	7(4)	8(6)	3	6(2)
Mar		1(1)			1						2(1)	8(6)	12(10)	1	2
Apr 23	1	4(3)		1(1)		1(1)					7(5)	7(4)	2(2)	3(1)	0
May										1(1)	1(1)	11(9)	7(6)	1	3
Jun 23		1		1(1)	2(2)						4(3)	7(3)	8(5)	0	3
Jul 23		1(1)		2(2)		1(1)				1(1)	5(5)	8(5)	5(4)	3	1
Aug 23		1(1)									1(1)	5(4)	7(5)	1	1
Sep 23				2(2)						1	3(2)	13(9)	8(7)	4	1
Oct 23												5(1)	3(2)	5	2
Nov												6(3)	5(3)	2(2)	1
Dec 23												1(1)	8(4)	10(9)	0
<b>2024</b>	<b>4(3)</b>	<b>9(6)</b>		<b>12(11)</b>	<b>7(6)</b>	<b>3(3)</b>				<b>12(7)</b>	<b>47(36)</b>				
2023	4(2)	11(5)	1(1)	27(24)	3(2)	9(9)	0	0	0	26(8)		81(51)			
2022	10(6)	19(10)	1(1)	24(23)	3(3)	3(3)	0	0	0	19(12)			79(58)		
2021	11	9(2)	(1)	0	2(1)	2(1)	0	(1)	0	8(6)				34(12)	
2020	6(1)	4	0	2(1)	0	3	0	0	0	6					21(2)

Notes : In Jan-September 2024, there have been no non-clinical incident/ accidents that have required RIDDOR report. All incidents classified as either Minor/No Harm/Low Harm.

#### Breakdown of Accidents (injurious) & Incident (non-injurious)

Accidents	Staff	Visitor	Vol	Contractor	Not App	2024	2023	2022	2021	2020
Manual Handling							0	0	0	0
Impact/Bump							0	3	2	3(1)
Burn/Scald			1(1)			1(1)	0	1(1)	0	1
Allergic Reaction							0	0	5	0
Other							0	0	1	0
Cut	2(2)		3(3)			5(5)	5(4)	3(3)	(1)	0
Slip/Trip/Fall	2(1)		3(2)			5(3)	2(1)	7(6)	5(1)	2
<b>2024 Total</b>	<b>4(3)</b>		<b>7(6)</b>			<b>11(9)</b>				
2023 Total	4(2)	1(1)	2(2)	0	0		7(5)			
2022 Total	10(6)	1(1)	3(3)	0	0			14(10)		
2021 Total	11	0	3(2)	0	0				14(2)	
2020 Total	6(1)	0	0	0	0					6(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

Incidents (non-injurious)	Staff	Visitors / Customers	Volunteers	Contractor	N/A	2024	2023	2022	2021	2020
Lost Property							0	6(6)	0	1
Legionella /					2	2	2	2		
Driving / Car Park	1					1	5(4)	1	2	0
Environment Issue					2(2)	2(2)	5(4)	3(3)	(1)	0
Equipment					1(1)	1(1)	2(1)	1(1)	0	3
Fire Alarm					3(1)	3(1)	3(2)	1	0	0
Fire							0	0	0	0
Health Problem	1					1	4(3)	2(2)	(1)	3
Lone Worker							1	3(2)		
Information							5(1)	8(2)	3(1)	2
Retail Customer							0	2(2)		
Other	2(2)	1(1)				3(3)	0	7(4)	3(2)	2
Power Cut					2(1)	2(1)	9	3(2)	(2)	1
Security / Theft	1(1)	8(7)	1(1)		2(1)	12(10)	19(14)	17(17)	3(1)	2
Slip/Trip/Fall/Faint	1	2(2)				3(2)	3(3)	4(2)	1	(1)
Impact/Bump			2(2)			2(2)	1	1(1)	2	0
Verbal/ Physical Violence /	3(3)	1(1)				4(4)	15(14)	4(4)	(2)	0
<b>2024 Total</b>	<b>9(6)</b>	<b>13(12)</b>	<b>3(3)</b>		<b>12(6)</b>	<b>36(27)</b>				
2023 Total	12(5)	27(24)	10(10)	0	25(7)		74(46)			
2022 Total	19(10)	26(25)	2(2)	0	18(11)			65(48)		
2021 Total	9(2)	0	2(1)	(1)	8(6)				20(10)	
2020 Total	4	2(1)	3	0	6					15(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

### 2024 Breakdown of Incidents by month

Type	Lost Property Legionella / Bacteria	Power cut	Fall/Faint	Health problem Verbal/ Physical Violence / Behaviour Man Hand	Enviro issue / Damage	Impact Bump	Lone Worker Device False Alarm Info Inc	Retail Customer Service	Fire Alarm	Security / Theft	Driving / Car Park	Other	Equipment	2024	2023	2022	2021	2020
Jan	1	1(1)	1(1)	1					2(1)	5(3)			1(1)	12(7)	3(2)	5(3)	0	1
Feb					1(1)	1(1)			1	2(2)				5(4)	7(4)	5(4)	0	4(1)
Mar				1(1)										1(1)	8(5)	9(8)	0	2
Apr				2(2)		1(1)				2(2)	1			6(5)	6(3)	1(1)	2(1)	0
Ma					1(1)									1(1)	11(9)	6(6)	1	3
Jun			1									1(1)		2(1)	7(3)	6(3)	0	2
July	1									3(3)		1(1)		5(5)	7(4)	3(2)	1	0
Aug												1(1)		1(1)	4(3)	6(5)	1	0
Sep		1	1(1)	1(1)										3(2)	11(8)	8(7)	3	1
Oct															4(1)	3(2)	2	1
Nov															5(3)	5(3)	(1)	1
Dec															1(1)	8(4)	9(8)	0
<b>2024</b>	<b>2</b>	<b>2(1)</b>	<b>3(2)</b>	<b>14(4)</b>	<b>2(2)</b>	<b>2(2)</b>			<b>3(1)</b>	<b>12(1)</b>	<b>1</b>	<b>3(3)</b>	<b>1(1)</b>	<b>36(2)</b>				
2023	2	9	3(3)	4	15(1)	5(5)	1	1	5(1)	3(2)	20(14)	4	2(1)	74(46)				
2022	(6)	1	3(2)	4(2)	(2)	(4)	(3)	(1)	(3)	8(2)	(2)	1	(17)	1	7(4)	(1)		65(48)
2021			(2)	1	(1)	(2)	(1)	2		3(1)		2	3(2)				20(10)	
2020	1		1	(1)	3				2		2	2	3					15(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

**15. CAS Alerts**

Nothing new to report.

**16. Safety Representatives/ Managers/ Any Other Business****Action**

GT told the meeting that following an incident where a visitor was antagonistic towards the receptionist, there was a review of the position of the reception desk. Previously the only one way out of reception and the position of the old desk did not facilitate easy exit. Now a new desk has been donated.

BM commented that the Health and Safety Committee requires a reserve chairman.

SJW brought the attention of the meeting to a shop manager who has experienced being stalked. She has been given a spare lone worker device and relocated to a different shop. SJW sent the stalker a written warning and copied in the police. The stalker is banned from entering the hospice and all the hospice shops as well. The stalker hasn't entered the hospice or a hospice shop for four weeks. It is necessary to remind all staff and volunteers of GDPR rules that prohibit giving out anyone's contact details without their prior consent. If the stalker should ask for the shop manager's contact details, he should be refused as a matter of course.

Everyone present thanked SC for his services to the hospice, and wish him all the best for the future.

AR

**17. Date of Next Meeting**

TBA

ALL

# Business Case for transfer of St Raphael's Lottery to the Local Hospice Lottery

## Summary

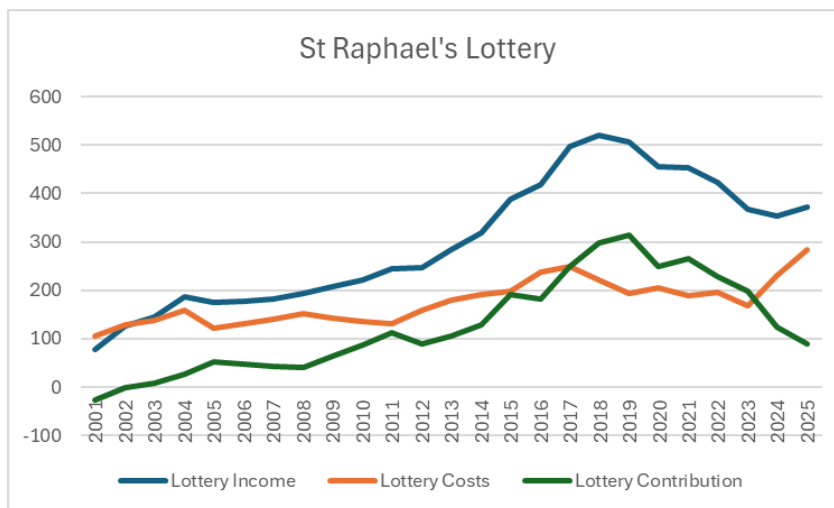
This paper sets out the rationale for a proposal to move the St Raphael's Lottery to the 'Local Hospice Lottery' portfolio with the objective to:

- Lower risk – the LHL scheme includes consistent recruitment to replace attrition which maintains contribution
- Increase contribution % - increase contribution from 40% to 73%
- Reduce administration and management resource – the Lottery is absorbed into the LHL licensed lottery
- Provide an opportunity for developing and nurturing supporters – access to all data for marketing and relationship building.

## 2. Introduction

The primary purpose of the lottery is to provide a strong and sustainable *contribution* (the net income after the costs of administration and prizes). Lottery players are also supporters of the Hospice, and there is a secondary purpose to nurture and develop a relationship with them. Anecdotal evidence suggests that a high proportion of lottery players remember their chosen charity in their wills.

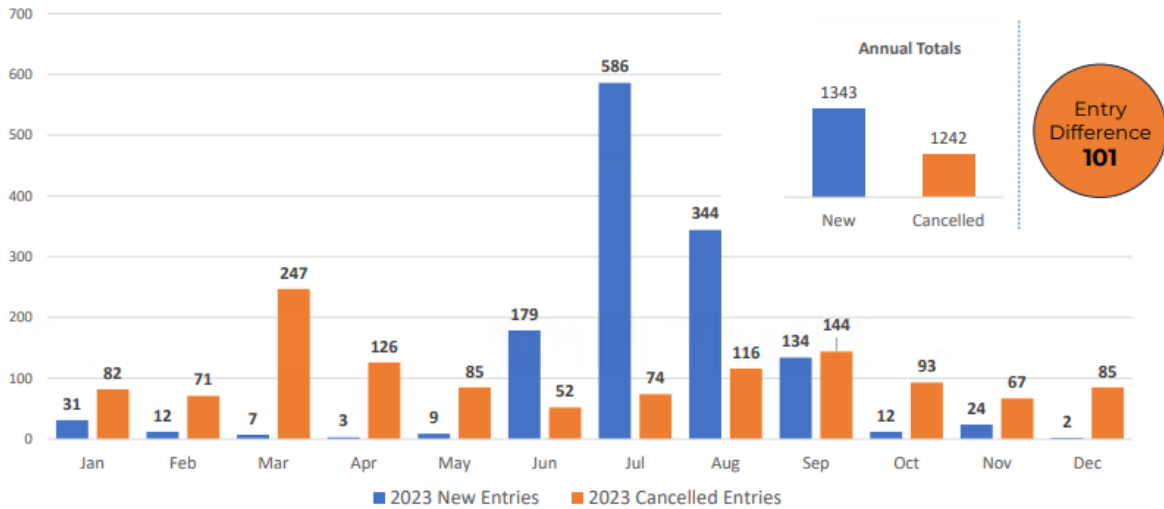
St Raphael's has run its own lottery since 2001 and has at different times invested in growing the numbers. The graph below shows the income, costs and contribution over this period.



The average contribution between the year ending 31<sup>st</sup> March 2010 (YE 2010) and YE 2023 was £190k which is 49% of income. It peaked at £312k (62%) in YE 2019 before showing a marked decline in the following years.

The attrition (cancellation) rate gathered pace after the pandemic and in 2023 and 2024 an external agency, Britevox, has been used to recruit new players. As is illustrated in the graph below, in calendar year 2023 the campaign merely succeeded in maintaining the numbers (a net gain of 101) at a cost of over £80,000.

## New Entries / Cancelled Entries 2023



Attrition was particularly high in March and April 2023 due to the change in registration (when letters were sent to all players with an option to cancel). This is likely to have *added* around 200-250 cancellations (3-4%). Attrition is also high for new recruits in the first 2-3 months, and this is illustrated in August-October with around 120 *additional* cancellations (12% of the new recruits).

Once we strip out the peculiarities of the year, we can see that there is a background attrition of around 75 per month. This means that we would need to recruit around 7-900 per year to maintain a level number of plays.

By the end March 2024 we had 6,815 plays and our 2024 recruitment campaign had the objective to recruit 2,000 news plays which would cost c.£190,000. By the end of August, when the campaign went live, we had 6,500 plays. By the end of December 2024 we had 7,842.

Quotes from alternatives were based on a level of 7,000 plays and so, assuming we were to retain 7,000 by the new financial year and then recruited sufficient each month to replace the cancellations (but no more) our projected I&E would be as follows:

Contribution based on 7,000 plays per week	2025-26	2026-27	2027-28	2028-29	2029-30
Income	£364,000	£364,000	£364,000	£364,000	£364,000
Agency Staff	£(85,265)	£(89,148)	£(92,649)	£(95,720)	£(98,416)
Bank and Credit Card Charges	£(5,460)	£(5,460)	£(5,460)	£(5,460)	£(5,460)
Lottery Prizes	£(82,500)	£(82,500)	£(82,500)	£(82,500)	£(82,500)
Professional Services	£(40,040)	£(40,040)	£(40,040)	£(40,040)	£(40,040)
<b>Contribution in-house</b>	<b>£150,735</b>	<b>£146,852</b>	<b>£143,351</b>	<b>£140,280</b>	<b>£137,584</b>

The contribution levels would be around 40%.

## Alternative Approach

An alternative approach would be to outsource the lottery to a provider who runs a single lottery that is branded under many different charity identities. These spread the prize pot and the administration costs over a much wider base and offer a higher net contribution than we are achieving independently.

We reviewed three options:

1. Local Hospice Lottery (LHL) – this is sector specific and has 41 current hospices as members (Princess Alice Hospice being a recent new member) with over 280,000 players.
2. Unity Lottery is a large, national provider across all charity sectors - this is linked to our administration provider, Sterling Lotteries
3. Zenter Lottery is related to BriteVox, our lottery recruitment agency

All three options offer a contribution of 70% or more. However, they differ in that only LHL *includes* the acquisition of new members within the pricing structure. This is a unique distinguisher which is designed to maintain the overall level over time by recruiting as many players as leave through cancellation using their own in-house teams of experienced canvassers.

This means that the 70% return would be predicated on paying for the new players on an ongoing basis (at a cost of c£90k per annum). This cost needs to be deducted from the in-house and external quotes in order to arrive at a comparable position.

A summary of the quotes (which were all based on 7,000 plays) is below, with the ongoing cost of recruitment factored in to enable comparison:

Contribution based on 7,000 plays per week	2025-26	2026-27	2027-28	2028-29	2029-30	Five Year Total
Contribution in-house	£150,735	£146,852	£143,351	£140,280	£137,584	£718,802
Contribution from Local Hospice Lottery	£268,780	£264,289	£286,797	£286,773	£286,772	£1,393,411
Contribution from Unity Lottery	£169,535	£165,652	£162,151	£159,080	£156,384	£812,802
Contribution from Zenter Lottery	£180,455	£176,572	£173,071	£170,000	£167,304	£867,402

The financial summary clearly shows the LHL model to be the most effective with a 73% return including the cost of recruitment factored in. The alternatives being at or around 50% and in-house 40%.

However, the LHL model appears too good to be true.

## The LHL model

Key elements to the model are:

1. For plays that are transferred in, 80p in the £1 is **donated** back to the charity.
2. All costs of prizes and administration are covered by the 20p retained.
3. As existing players cancel (assumed at 20 per week in the model), new players are recruited by the in-house team or by external agency.
4. New plays are donated at 60p in the £1 and 40% of the cost of recruitment is covered by LHL.
5. The remaining 60% of recruitment cost is due from the charity but is deferred until new earnings (from those new recruits) can cover this cost.
6. A balance 'owed' is built up (and up) and offset by a small, but growing, income stream from new players. After 18 months a 'tipping point' is reached where the income from new plays is greater than the cost of recruitment in that month and the balance 'owed' start to reduce, ultimately that balance is eliminated.
7. In essence, the volume of plays each week is maintained throughout and returns a contribution of 80% (from original players) and 60% from new ones.
8. As the balance shifts towards 60% returns the overall donation reduces. However, once the tipping point is reached, the new plays recruited are paid at the 80% level (rather than the 60%) and this means that the overall return stays at around 73%.
9. In addition there is £5,000 annual license fee (paid by LHL to SRH) and transfer fee of 25p per transferred player per annum.
10. Upon initial transfer, LHL experience an 80% uptake of the 'rounding up' from £4.34 per month to £5. This provides an additional income source with 80% donated to us.

The contract lays these criteria out and also states an expected return to St Raphaels 'at least £1,300k over five years' (compared to our own in-house expectation of closer to £700,000 (based on maintaining a level of 7,000 plays).

It seems too good to be true and LHL would not provide the financial modelling to back up the assertion. However, I was able to recreate the model and could then see that there is indeed a 'tipping' point which starts to reduce the deferred costs back to zero even when costs of recruitment continue to be incurred to maintain the levels.

I attach a powerpoint which attempts to illustrate how the model works; Their modelling indicates £1,393k and my re-modelling indicates £1,362k across the same timeframe.

Contribution from Local Hospice Lottery - NS calculations			£314,156	£280,741	£255,732	£245,039	£266,103		£1,361,770
Contribution from Local Hospice Lottery			£268,780	£264,289	£286,797	£286,773	£286,772		£1,393,411

The downside is that this is not a model that appears to facilitate further growth. The model is based on maintaining a pre-existing level and making payments to that level. In their quote they provided an option to grow by 1,000 or 2,000 over five years but exactly the same contribution was made as for the 7,000 maintain version. I have modelled these scenarios and they do replicate.

The corollary of this is that the higher the volume transferred, the greater the ongoing return. Our investment in recruits (currently over 7,800) will be translated into an ongoing contribution.

## **Risks**

- The transfer of lottery members to a new lottery is a choice for them and they may choose to discontinue. LHL are experienced in the process and they indicate an average of 5% cessation (between 350 and 400 players). There is a risk that more might drop out.
- Data – the data is owned by LHL with SRH being given full access to contact and use the data. We would need to liaise closely with LHL to avoid duplicating contacts.
- In-house recruitment – any in-house recruitment would be priced in the same way as LHL recruitment, and we would receive only 60%.
- Bumper Draw – It would no longer be viable to undertake a bumper-draw (a wider sale of one-off tickets to a bigger prize pool). However, we would still retain an independent license that could be used for an in-house annual (or 6-monthly) 'Bumper Draw' that would be unrelated to the Lottery and could be developed as a new source of income.
- Exit – no hospice has ever exited the LHL portfolio. However, were we to do so, we would have an irrevocable right to contact the players and request that they transfer back to an in-house or alternative product. LHL would support this and would continue to pay the donation related to any that did not transfer away.

## **Timing**

Approval to proceed from the Board will be required for us to press ahead with the planning to transfer. The current earliest opportunity to transfer would be October 2025 and that may be pushed back.

Following this approval SRH would still need to satisfy itself as to the practical details of the operation, involving our Commercial Director and Head of Communication in particular.

## **Recommendation**

It is recommended that the SRH lottery is transferred across to LHL at the earliest opportunity, subject to legal agreements and to satisfactory scrutiny of the practicalities around data and communications.

Board Approval is requested to proceed in principle.

Nick Stevens

Joint CEO – 14<sup>th</sup> January 2025

# Corporate Governance Report – Additional Information

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## Information Governance

- Submission of our compliance against the NHS Digital ‘Data Security and Protection (DS&P) Toolkit’ was completed and published on 24<sup>th</sup> June 2024 just prior to the 30<sup>th</sup> June annual deadline.
- The DS&P toolkit has undergone minimal revision in 2024/25 and we will be undertaking re-assessment with overview at our IS&G committee over the next 4 or so months in readiness for the end of June annual submission deadline.

## Information Security

- This item is covered in report by the Head of IT and Facilities.
- Coverage of most recent IG business is captured in the minutes of the IG&S Committee last held on 20<sup>th</sup> May 2024.
- The next meeting is scheduled in February 2025.

## Policy Management

- A quantitative summary shows distribution and progress for organisational policy review against v1.83 of the Policy Manual Index.

Review Leads	No of Policy Manual	Out of Date (OOD)	%OOD
A Angarita	1	0	0%
A Jackson	1	0	0%
A Machin	5	1	20%
A Rudkin	31	4	13%
C Foster	1	0	0%
D Bromboszcz	1	0	0%
E Lunn	3	0	0%
F Quinon	15	0	0%
Dr G Tamura-Rose	10	0	0%
G Toubal	2	0	0%
Head of HR (tba)	25	1	4%
H Agboola	1	0	0%
J Ford	2	0	0%
J Groom	11	2	22%
K Hobson	2	0	0%

Review Leads	No of Policy Manual	Out of Date (OOD)	%OOD
M Flint	4	1	25%
Dr N Collins / Dr G Tamura-Rose	16	2	13%
Dr N Collins	4	0	0%
N Stevens	18	12	75%
P James	1	0	0%
P Morris	10	0	0%
R Trower	17	3	18%
F Quinon	16	0	0%
S Mosalam	3	0	0%
S-J Woods / K Billingham-Wilson	1	1	100%
T Christmas	10	0	0%
<b>TOTALS</b>	<b>211</b>	<b>27</b>	<b>13%</b>
		<b>13%</b>	

	Oct -21	Jan-22	Jun-22	Jan-23	Jun-23	Jan-24	Jul-24	Jan-25
<b>Up to date Policy Publication</b>	88%	90%	92%	86%	87%	87%	90%	87%

- There were 23 policies / standard operating procedures published/ revised between 20/10/2021 and 18/01/2022.
- There were 40 policies / standard operating procedures published/ revised between 19/01/2022 and 05/07/2022.
- There were 49 policies / standard operating procedures published/ revised between 06/07/2022 and 10/01/2023.
- There were 47 policies / standard operating procedures published/ revised between 11/01/2023 and 06/07/2023.
- There were 57 policies / standard operating procedures published/ revised between 07/07/2023 and 18/01/2024
- There were 55 policies / standard operating procedures published/ revised between 19/01/2024 and 11/07/2024
- There were 30 policies / standard operating procedures published/ revised between 12/07/2024 and 15/01/2025

## Health & Safety

- Fire risk assessments remain in place for all buildings and retail premises and were last renewed by our Facilities Manager and lead on fire safety in August 2024.
- All premises will be subject to a renewed Fire Risk Assessment undertaken by our Facilities Manager and lead on fire safety during the summer of 2024.
- Engaging an external Health & Safety/Risk Management professional to undertake a Health & Safety Audit for the main site and renewal of the fire risk assessments across all premises remains a consideration for the summer of 2026/2027 subject to budget.
- Regular visits to the retail premises by the Facilities team remain in place and communications are good.
- Updates are included within the minutes of our Health & Safety Committee. Minutes of the last meeting held in [October 2024](#) are included in papers.
- A health and safety audit checklist was introduced in 2024 for the retail premises. The re-audit is due to be completed in February 2025.
- General Risk Assessments are in evidence for all departments and premises and are subject to a default 2 year review/update.

- A large project of fire door replacement on the IPU was completed in the summer Of 2024. There remain further fire door replacement works that will be incorporated into budgetary plans for 2025/26.
- Pete Morris has stepped up and into the Facilities Manager role following Steve Cresswell’s departure and lengthy handover.
- Pete will be undertaking our H&S checklist audit on the main site by the end of February 2025 that will highlight any gaps against our expectations and provide useful archive of proactive assessment. The audit will be compartmentalised and will be undertaken across distinct areas of the site.

## RISK MANAGEMENT

### NON-CLINICAL RISK MANAGEMENT DATA

#### Distribution of Accidents (Injurious) and Incidents (Non-injurious)

Month	Staff		Visitor/ Customer		Volunteer		Contractor		Not App		2024 Total	2023 Total	2022 Total	2021 Total	2020 Total
	Acc	Inc	Acc	Inc	Acc	Inc	Acc	Inc	Acc	Inc					
Jan 23	3(3)	4(2)		3(3)						5(2)	15(10)	3(2)	6(4)	1	1
Feb 23				2(2)	4(4)	1(1)				2(1)	9(8)	7(4)	8(6)	3	6(2)
Mar		1(1)			1						2(1)	8(6)	12(10)	1	2
Apr 23	1	4(3)		1(1)		1(1)					7(5)	7(4)	2(2)	3(1)	0
May										1(1)	1(1)	11(9)	7(6)	1	3
Jun 23		1		1(1)	2(1)						4(2)	7(3)	8(5)	0	3
Jul 23		1(1)		2(2)		1(1)				1	5(4)	8(5)	5(4)	3	1
Aug		1(1)									1(1)	5(4)	7(5)	1	1
Sep 23				2(2)						1	3(2)	13(9)	8(7)	4	1
Oct 23		1(1)		3(2)						1(1)	5(4)	5(1)	3(2)	5	2
Nov						1					1	6(3)	5(3)	2(2)	1
Dec 23		1		2(2)		1(1)					4(3)	1(1)	8(4)	10(9)	0
<b>2024</b>	<b>4(3)</b>	<b>15(9)</b>		<b>16(15)</b>	<b>7(5)</b>	<b>5(4)</b>				<b>11(5)</b>	<b>57(41)</b>				
2023	4(2)	11(5)	1(1)	27(24)	3(2)	9(9)	0	0	0	26(8)		81(51)			
2022	10(6)	19(10)	1(1)	24(23)	3(3)	3(3)	0	0	0	19(12)			79(58)		
2021	11	9(2)	(1)	0	2(1)	2(1)	0	(1)	0	8(6)				34(1)	
2020	6(1)	4	0	2(1)	0	3	0	0	0	6					21(2)

Notes : In 2024, there have been no non-clinical incident/ accidents that have required RIDDOR report. All incidents classified as either Minor/No Harm/Low Harm.

### Breakdown of Accidents (injurious) & Incident (non-injurious)

Accidents	Staff	Visitor	Vol	Contractor	Not App	2024	2023	2022	2021	2020
Manual Handling							0	0	0	0
Impact/Bump							0	3	2	3(1)
Burn/Scald			1			1	0	1(1)	0	1
Allergic Reaction							0	0	5	0
Other							0	0	1	0
Cut	2(2)		3(3)			5(5)	5(4)	3(3)	(1)	0
Slip/Trip/Fall	2(1)		3(2)			5(3)	2(1)	7(6)	5(1)	2
<b>2024 Total</b>	<b>4(3)</b>		<b>7(5)</b>			<b>11(8)</b>				
2023 Total	4(2)	1(1)	2(2)	0	0		7(5)			
2022 Total	10(6)	1(1)	3(3)	0	0			14(10)		
2021 Total	11	0	3(2)	0	0				14(2)	
2020 Total	6(1)	0	0	0	0					6(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

Incidents (non-injurious)	Staff	Visitors / Customers	Volunteers	Contractor	N/A	2024	2023	2022	2021	2020
Lost Property							0	6(6)	0	1
Legionella / Bacteria					2	2	2	2		
Driving / Car Park	1					1	5(4)	1	2	0
Environment Issue / Equipment					3(3)	3(3)	5(4)	3(3)	(1)	0
Fire Alarm					1(1)	1(1)	2(1)	1(1)	0	3
Fire					4(2)	4(2)	3(2)	1	0	0
Health Problem	1	1				2	4(3)	2(2)	(1)	3
Lone Worker Device							1	3(2)		
Information Incident							5(1)	8(2)	3(1)	2
Retail Customer Service							0	2(2)		
Other	1	1(1)				2(1)	0	7(4)	3(2)	2
Power Cut					2(1)	2(1)	9	3(2)	(2)	1
Security / Theft Incident	1(1)	10(9)	2(2)		2(1)	15(13)	19(14)	17(17)	3(1)	2
Slip/Trip/Fall/Faint	2	1(1)	1(1)			4(2)	3(3)	4(2)	1	(1)
Impact/Bump			2(2)			2(2)	1	1(1)	2	0
Policy non-compliance	1(1)					1(1)				
Unplanned Shop Closure	1(1)					1(1)				
Verbal/ Physical Violence / Behaviour	3(3)	3(3)				6(6)	15(14)	4(4)	(2)	0
<b>2024 Total</b>	<b>11(6)</b>	<b>16(14)</b>	<b>5(5)</b>		<b>14(8)</b>	<b>46(33)</b>				
2023 Total	12(5)	27(24)	10(10)	0	25(7)		74(46)			
2022 Total	19(10)	26(25)	2(2)	0	18(11)			65(48)		
2021 Total	9(2)	0	2(1)	(1)	8(6)				20(10)	
2020 Total	4	2(1)	3	0	6					15(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

## 2024 Breakdown of Incidents by month

Type	Lost Property	Legionella / Bacteria	Power cut	Fall/Faint	Health problem	Verbal/ Physical Violence / Behaviour	Man.Hand	Enviro Issue / Damage	Impact Bump	Lone Worker Device False Alarm	Info Inc	Unplanned Shop Shut	Policy non-compliance	Retail Customer Service	Fire Alarm	Security / Theft	Driving / Car Park	Other	Equipment	2024	2023	2022	2021	2020
Jan		1	1(1)	1(1)	1										2(1)	5(3)			1(1)	12(7)	3(2)	5(3)	0	1
Feb							1(1)	1(1)							1	2(2)				5(4)	7(4)	5(4)	0	4(2)
Mar						1(1)														1(1)	8(5)	9(8)	0	2
April						2(2)		1(1)								2(2)	1			6(5)	6(3)	1(1)	2(0)	0
May							1(1)													1(1)	11(9)	6(6)	1	3
June				1														1(1)		2(1)	7(3)	6(3)	0	2
July	1											1(1)				3(3)				5(4)	7(4)	3(2)	1	0
Aug											1(1)									1(1)	4(3)	6(5)	1	0
Sept			1	1(1)		1(1)														3(2)	11(8)	8(7)	3	1
Oct					1	1(1)	1(1)								1(1)	1(1)				5(4)	4(1)	3(2)	2	1
Nov																		1		1	5(3)	5(3)	(1)	1
Dec				1		1(1)										2(2)				4(3)	1(1)	8(4)	9(0)	0
2024		2	2(1)	4(2)	2	6(6)	3(3)	2(2)			1(1)	1(1)			4(2)	15(13)	1	2(1)	1(1)	46(33)				
2023		2	9	3(3)	4(3)	15(1)	5(5)	1	1	5(1)					3(2)	20(14)	4(1)		2(1)	74(46)				
2022	(6)	1	3(2)	4(2)	(2)	(4)	(3)	(1)	(3)	8(2)			(2)	1	(17)	1	7(4)	(1)			65(48)			
2021			(2)	1	(1)	(2)	(1)	2		3(1)					3(1)	2	3(2)					20		
2020	1		1	(1)	3					2					2		2	3						15(1)

[Figures in brackets show the Fundraising/Retail reported incidents]

## Complaints

The annual review meeting for complaints was last held by the Executive in June 2024.

All clinical complaints are reviewed at the CQ&G Sub-committee.

The number of complaints logged in 2024 is 17; of which, 15 relate to retail. Whilst this looks like a large turnaround from past years that were dominated by clinical complaints, routine incorporation of retail-based complaints into the Hospice's corporate monitoring only began in 2023.

Certainly, the number of clinical complaints received in 2024 has reduced significantly on past years.

2024 - Complaints	CPCT / H@H Care	CPCT / H@H Comms	IPU Care	IPU Comms	IPU Care & Comms	Bereavement Comms	Reception Comms	Volunteer Services Comms	Fundraising /Shop Comms	HR	Total	Merton	Sutton	Other	UPHELD in Whole or Part
January		1							1		2		1		2
February											0				
March								1			1				1
April											0				
May									2		2				2
June									1		1				1
July									3		3				2
August									2		2				2
September									1		1				1
October											0				
November									4		4				4
December									1		1				1
<b>2024</b>	0	1	0	0	0	0	0	1	15	0	17	0	1	0	16
2023	1	4	1	4	0	1	1	0	10	0	22	3	9	0	20
2022	3	0	2	3	0	0		0	0	0	8	1	7	0	6
2021	4	5	1	1	1	0		1	0	0	13	6	6	0	12
2020	4	1	2	3	1	1		0	1	2	15	6	6	0	14
2019	0	0	3	3	0	1		0	2	2	14				9
2018	2	5	10	4	1	0		0	1	0	27				19

## Non-clinical Complaints: July – December 2024

ID	FROM	DATE RECEIVED	DETAILS OF COMPLAINT	MAIN CLASS	ACTION TAKEN SUMMARY	UPHELD IN PART OR WHOLE
2024/07	Customer	08/07/2024	Anonymous letter sent to Capitol House from a lady saying that a person in the Rose Hill shops had called a customer something rude. No one in the shop recalls this happening and as there is only a vague description of the volunteer and no date or time it is hard to investigate this. SJW does not believe that this is very likely as the team are really lovely and pride themselves on giving good customer service. SJW does not believe that we should expend any more time on an anonymous complaint.	Retail comms	Kept on file but no further action	Not Upheld
2024/08	Customer	15/07/2024	Lady contacted re concern about the staff in our shops. Staff shouldn't be moved around - its to much for one person we should put a second member of staff in every shop - Some of the shops look beautiful, so when the manager does such a good job why do they have to go to another store - This is no way to run a business - She was shocked to find Sutton shop closed for lunch when the manager had no staff.	Retail staffing	CD explained that we have to make the best use of our resources and that we had met with the Manager of Sutton and had suggested that he should close for lunch when he has no staff to take a break. I was honest with her and told her that we would not be putting two members of staff in our shops and that we were doing a lot to get more volunteers. She said that she will be keeping an eye of the shops and if she is not satisfied she will get back in touch.	Upheld
2024/09	Shop neighbour	17/07/2024	Resident in the flats above our Donation Centre complaint about the bins being emptied by the public on the nights that they are left out for collection at 5am and leaving all the rubbish over the floor.	Retail waste	Complaint escalated to the council, waste collector and landlord. Waste contractor exploring if bins can be secured and have coded access.	Upheld
2024/10	Donor	23/08/2024	Bereaved donor tried to donate her husband's cloths to the Banstead shop and they declined to take them.	Retail – customer service	CD spoke with the manager who recalled hearing something going on but paid no attention to it. She has since spoken with the volunteer and Assistant Manager to make sure this doesn't happen again as this is completely out of policy. CD is grateful to the lady for contacting her so that she is aware of the problem and the team are aware of how hurtful their actions were.	Upheld

ID	FROM	DATE RECEIVED	DETAILS OF COMPLAINT	MAIN CLASS	ACTION TAKEN SUMMARY	UPHELD IN PART OR WHOLE
2024/11	Customer	27/08/2024	<p>A customer visited the DC and viewed a jewellery box and noticed there were 3 precious rings inside. He is a regular customer to many of our shops and is also an antiques dealer so recognised the value of the rings. He took the box to the till and said 'do I get to keep the contents?' The volunteer opened the box and was rude in her response, causing the customer to ring the office and complain.</p> <p>Customer left the Donation Centre and once home rang and spoke to the Commercial Manager to complain about the volunteer and the way he was spoken to.</p> <p>The CM spoke to the Lead Manager during a visit and it was agreed the LM would speak to the Volunteer and reinforce the Customer Service which we expect.</p>	Retail – customer service	Spoke with the volunteer who didn't feel she had been rude but she had found the situation difficult to deal with as the customer was being sarcastic and quite difficult.	Upheld
2024/12	Customer	03/09/2024	Customer complained about the pricing in the Carshalton shop, she found a vest top for £9. When she queried it with the volunteer, she was told it was priced by head office.	Retail - pricing	CD responded to the complainant and emailed the manager. She is very sorry and can't understand how this could have happened. On reflection CD thinks that the lady might have confused us with the CRUK shop a few doors up who do have a more centralized pricing policy and price in round pounds. But she can't prove that.	Not upheld
2024/13	Customer	14/11/2024	A customer rang the Commercial Manager (14/11/2024) following a visit to the Sutton shop on 28/9. She returned £8 of shopping to the shop and had an unpleasant experience with the Manager. He refunded her £10 from his pocket and commented that 'I can no longer go on holiday now' He also complained to her that the receipt was out of date.	Retail – customer service	<p>The Commercial Manager agreed with the Commercial Director that the complaint will be discussed with the Manager of Sutton shop shortly. It has been delayed due to team sickness.</p> <p>The CM spoke to the customer who was happy to accept an apology and reassurance that the Manager's behaviour is not acceptable and what we expect from our Retail team.</p>	Upheld

ID	FROM	DATE RECEIVED	DETAILS OF COMPLAINT	MAIN CLASS	ACTION TAKEN SUMMARY	UPHELD IN PART OR WHOLE
2024/14	Volunteer	16/11/2024	Email received from Hospice volunteer who had been delivering letters on behalf of the Hospice highlighting the incorrect messaging that she had become aware of via her husband. He had received a visit from a Britevox canvassing couple who messaged that the Hospice is closing and required support. Volunteer communicated that this sort of messaging was alarmist. Complaint referred to CD.	Retail – lottery canvasser	Commercial Director wrote to volunteer requesting more detail (date, address and description of individuals) given she had been aware of a Britevox lottery canvasser couple who had been falsely telling the public that the Hospice was closing previously. They had been dismissed from the campaign. She expressed that she hoped that they were the same individuals and hence the ask for more details. She thanked the volunteer for passing this information on and reassured her that the Hospice was not closing and that the Britevox canvassers had a very specific script to deliver in achieving sign up to the Hospice lottery that clearly hadn't been followed.	Upheld

ID	FROM	DATE RECEIVED	DETAILS OF COMPLAINT	MAIN CLASS	ACTION TAKEN SUMMARY	UPHELD IN PART OR WHOLE
2024/15	Member of public	18/11/2024	<p>Email received from female member of public who complained of her feeling unsafe and vulnerable and witnessing unusual behaviour from the Britevox canvasser who had visited her home on 12th November 2024. The incident occurred at 8pm and involved her being followed down her private driveway by the individual who had attended the house earlier in the afternoon and spoke with her husband who said that he would review the hospice lottery information for the canvasser to return later on. The lady felt vulnerable and hurried into her home. She then proceeded to witness the locked door handle being turned, a knock on the door and the bell being rung. All captured on the door camera. Complainant has spoken to the Police and made report. The police asked for the incident to be reported to the Hospice so that we can confirm whether this person in fact works for you. A short video clip of the canvasser during daylight was sent. The police have asked that SRH is told that this person is to not show up in our neighbourhood or door again as this would constitute harassment. She expressed how it is absolutely inexcusable to follow a woman at night on a private road, then on a private driveway, trying to let himself in our house. Even knocking on our door at 8 pm is not acceptable.</p>	Retail – lottery canvasser	<p>Commercial Director sent email of apology to complainant confirming that he works for the canvassing company that is running our current campaign. She expressed that this is completely unacceptable, and that she will be speaking with the company in the next few minutes. She advised that she was confident that he will no longer be working on our campaign and assured her that he will be told not to turn up at your neighbourhood or door again and the consequence of doing so.</p> <p>She advised that SRH provide the lottery canvassing team with extensive training and stress that they are representing the Hospice in everything they do but clearly this individual did not understand that. She again expressed how sorry she was that she had this experience and that she will get this individual removed from our campaign, inform them that they must not return to your neighbourhood or door and record your email and film in the Hospice incident log.</p> <p>Further statement received from Britevox canvasser alongside Britevox investigation update:</p> <p>In summary the canvasser expressed deep regret and apology that such a complaint has been made and gave a very detailed account that did not align with that of the complainant. The content of the canvasser's account re-enforced that there are often two sides to a story. However, the complaint was upheld by Britevox and the canvasser was permanently removed from the campaign and sent on a full 3 day conduct retrain with long-standing members of Titan Worldwide.</p>	Upheld

ID	FROM	DATE RECEIVED	DETAILS OF COMPLAINT	MAIN CLASS	ACTION TAKEN SUMMARY	UPHELD IN PART OR WHOLE
2024/16	Volunteer	26/11/2024	Volunteer wrote to express concern over the 'new rules' that had been relayed about keeping the Banstead Shop front door open in the cold weather and keeping the back stock room door shut which then isolates the individual in there.	Retail – management	Email or reply sent by SJW to volunteer explaining that the managerial advice to maintain Shop doors being open to encourage custom had been interpreted to the letter rather than practically applied when the weather turned cold. Request to keep the back room door closed remained in order to respect security. CD will ensure Banstead is visited to check on the heating and improve it if possible.	Upheld
2024/17	Customer	04/12/2024	Customer wrote to complain about the front door being kept open at Cheam Shop despite the cold and waste of heating.	Retail - management	Email of apology from CD to customer explaining that managerial advice to maintain Shop doors being open to encourage custom had been interpreted to the letter rather than practically applied when the weather turned cold.	Upheld

The author of this paper is Mr A Rudkin BA (Hons), Director of Quality & Governance/Information Security Officer/H&S, CAAD Committee Chair/Data Protection Lead/member of Exec Team, HoDS, CHoDs, H&S, CAAD, IG&S, D&TC, IP&C/attendee at Board , CQ&G + F&R.

Management Account December 2024	Year To Date				Full Year								
	Actuals 2024-25	Budget 2024-25	variance	YTD Prior Year	Actuals 2021-22	Actuals 2022-23	Actuals 2023-24	F'cast 2024-25	Budget 2024-25	variance	2025-26	2026-27	2027-28
Income from NHS	1,473,322	1,281,113	192,209	1,221,787	2,264,729	1,698,401	1,697,202	2,010,211	1,786,331	223,879	1,972,289	2,010,415	2,049,303
Other Income	1,455,792	1,310,082	145,710	381,595	588,934	350,702	623,775	1,558,855	1,413,819	145,037	446,683	456,664	468,342
<b>Service Income</b>	<b>2,929,113</b>	<b>2,591,195</b>	<b>337,919</b>	<b>1,603,382</b>	<b>2,853,662</b>	<b>2,049,104</b>	<b>2,320,977</b>	<b>3,569,066</b>	<b>3,200,150</b>	<b>368,916</b>	<b>2,418,973</b>	<b>2,467,079</b>	<b>2,517,645</b>
Direct Cost of Services	(3,761,282)	(3,913,978)	152,696	(3,598,422)	(3,878,465)	(4,516,639)	(4,907,359)	(4,878,661)	(5,028,049)	149,389	(4,762,989)	(4,858,620)	(4,956,929)
Hospice Depreciation	(81,481)	(89,442)	7,961	(81,901)	(95,491)	(95,392)	(109,815)	(109,217)	(120,509)	11,292	(107,627)	(57,591)	(55,768)
Support Costs	(647,604)	(660,060)	12,456	(532,100)	(670,239)	(698,011)	(792,519)	(870,181)	(851,399)	(18,782)	(842,177)	(859,874)	(877,038)
<b>Service Costs</b>	<b>(4,490,366)</b>	<b>(4,663,480)</b>	<b>173,113</b>	<b>(4,212,423)</b>	<b>(4,644,196)</b>	<b>(5,310,041)</b>	<b>(5,809,692)</b>	<b>(5,858,059)</b>	<b>(5,999,957)</b>	<b>141,898</b>	<b>(5,712,792)</b>	<b>(5,776,085)</b>	<b>(5,889,735)</b>
<b>Net Service Cost to be funded</b>	<b>(1,561,253)</b>	<b>(2,072,285)</b>	<b>511,032</b>	<b>(2,609,041)</b>	<b>(1,790,534)</b>	<b>(3,260,937)</b>	<b>(3,488,716)</b>	<b>(2,288,993)</b>	<b>(2,799,807)</b>	<b>510,814</b>	<b>(3,293,820)</b>	<b>(3,309,006)</b>	<b>(3,372,090)</b>
	33%	27%		29%	49%	32%	29%	34%	30%		35%	35%	35%
<b>Fundraising Activity</b>													
Legacy Income	416,239	720,032	(303,793)	712,177	1,532,596	1,646,106	1,591,533	1,066,239	1,312,500	(246,261)	1,378,125	1,447,031	1,519,383
Donor Income	1,219,141	1,069,349	149,793	833,974	996,411	1,132,220	1,168,678	1,545,307	1,402,275	143,032	1,653,364	1,962,072	2,063,913
Fundraising Costs	(554,835)	(638,557)	83,722	(553,570)	(702,971)	(730,913)	(732,467)	(724,386)	(827,274)	102,889	(801,665)	(793,081)	(808,943)
	<b>1,080,545</b>	<b>1,150,824</b>	<b>(70,279)</b>	<b>992,581</b>	<b>1,826,036</b>	<b>2,047,412</b>	<b>2,027,743</b>	<b>1,887,161</b>	<b>1,887,501</b>	<b>(340)</b>	<b>2,229,825</b>	<b>2,616,022</b>	<b>2,774,353</b>
Lottery Income	278,461	329,573	(51,112)	264,133	422,996	368,285	354,369	375,117	448,680	(73,563)	347,465	280,741	255,732
Lottery Costs	(245,812)	(347,876)	102,064	(192,450)	(195,515)	(169,462)	(229,846)	(330,885)	(394,029)	63,144	(139,191)	(31,467)	(32,117)
	<b>32,649</b>	<b>(18,303)</b>	<b>50,952</b>	<b>71,683</b>	<b>227,480</b>	<b>198,823</b>	<b>124,523</b>	<b>44,232</b>	<b>54,652</b>	<b>(10,419)</b>	<b>208,274</b>	<b>249,273</b>	<b>223,615</b>
Shop Income	1,499,223	1,482,205	17,018	1,252,645	1,109,995	1,418,215	1,726,714	1,962,546	1,962,895	(349)	2,060,925	2,395,539	2,754,270
Shop Costs	(1,207,927)	(1,326,132)	118,205	(1,229,862)	(1,123,843)	(1,200,945)	(1,691,877)	(1,631,555)	(1,769,622)	138,067	(1,713,986)	(1,951,580)	(2,122,520)
	<b>291,296</b>	<b>156,073</b>	<b>135,223</b>	<b>22,783</b>	<b>(13,848)</b>	<b>217,270</b>	<b>34,837</b>	<b>330,991</b>	<b>193,273</b>	<b>137,718</b>	<b>346,939</b>	<b>443,959</b>	<b>631,750</b>
	19%	11%		2%	-1%	15%	2%	17%	10%		17%	19%	23%
<b>Support Costs</b>	<b>(323,802)</b>	<b>(330,030)</b>	<b>6,228</b>	<b>(266,050)</b>	<b>(335,119)</b>	<b>(349,005)</b>	<b>(396,259)</b>	<b>(435,091)</b>	<b>(425,699)</b>	<b>(9,391)</b>	<b>(421,089)</b>	<b>(429,937)</b>	<b>(438,519)</b>
<b>Fundraising Contribution</b>	<b>1,080,688</b>	<b>958,564</b>	<b>122,124</b>	<b>820,997</b>	<b>1,704,549</b>	<b>2,114,500</b>	<b>1,790,845</b>	<b>1,827,294</b>	<b>1,709,726</b>	<b>117,568</b>	<b>2,363,949</b>	<b>2,879,318</b>	<b>3,191,199</b>
<b>Shortfall before DOC Funding</b>	<b>(480,565)</b>	<b>(1,113,720)</b>	<b>633,156</b>	<b>(1,788,044)</b>	<b>(85,985)</b>	<b>(1,146,437)</b>	<b>(1,697,871)</b>	<b>(461,699)</b>	<b>(1,090,081)</b>	<b>628,382</b>	<b>(929,871)</b>	<b>(429,688)</b>	<b>(180,891)</b>
DOC Funding	(500)	0	(500)	0	666,666	750,000	500,000	499,500	500,000	(500)	600,000	203,334	0
Contingency Drawdown						0							
<b>Surplus/(Shortfall) for period</b>	<b>(481,065)</b>	<b>(1,113,720)</b>	<b>632,656</b>	<b>(1,788,044)</b>	<b>580,681</b>	<b>(396,437)</b>	<b>(1,197,871)</b>	<b>37,801</b>	<b>(590,081)</b>	<b>627,882</b>	<b>(329,871)</b>	<b>(226,354)</b>	<b>(180,891)</b>

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Management Account December 2024	Year To Date												
Net Movement in Funds	Actuals 2024-25	Budget 2024-25	variance	YTD Prior Year	Actuals 2021-22	Actuals 2022-23	2023-24	F'cast 2024-25	Budget 2024-25	variance	2025-26	2026-27	2027-28
Surplus/(Loss) from Operations	(481,065)	(1,113,720)	632,656	(1,788,044)	580,681	(396,437)	(1,197,871)	37,801	(590,081)	627,882	(329,871)	(226,354)	(180,891)
Depreciation	148,124	168,634	(20,510)	146,529	130,403	144,992	199,165	210,635	221,293	(10,658)	197,130	148,188	122,719
Decrease/(Increase) in Debtors	923,553	283,959	639,594	120,696	107,828	573,324	(653,890)	301,725	398,260	(96,535)	351,989	(38,493)	115,324
(Decrease)/Increase in Creditors	(131,259)	(56,614)	(74,645)	(71,337)	(772,786)	(769,428)	(392,610)	(608,724)	(571,048)	(37,676)	(619,052)	(192,211)	(32,707)
<b>Net cash (expended)/ generated by operations</b>	<b>459,353</b>	<b>(717,742)</b>	<b>1,177,095</b>	<b>(1,592,155)</b>	<b>46,126</b>	<b>(447,549)</b>	<b>(2,045,206)</b>	<b>(58,563)</b>	<b>(541,575)</b>	<b>483,013</b>	<b>(399,804)</b>	<b>(308,870)</b>	<b>24,446</b>
Purchase of Fixed Assets	(34,642)	(163,357)	128,715	(265,208)	(293,277)	(277,357)	(312,460)	(64,642)	(193,357)	128,715	(145,000)	(125,000)	(65,000)
<b>Increase / (Decrease) in Cash</b>	<b>424,711</b>	<b>(881,099)</b>	<b>1,305,810</b>	<b>(1,857,363)</b>	<b>(247,151)</b>	<b>(724,906)</b>	<b>(2,357,666)</b>	<b>(123,205)</b>	<b>(734,932)</b>	<b>611,728</b>	<b>(544,804)</b>	<b>(433,870)</b>	<b>(40,554)</b>

Management Account December 2024	Year To Date												
Balance Sheet	Actuals 2024-25	Budget 2024-25	variance	YTD Prior Year	Actuals 2021-22	Actuals 2022-23	Actuals 2023-24	F'cast 2024-25	Budget 2024-25	variance	2025-26	2026-27	2027-28
Fixed Assets	856,617	964,823	(108,205)	975,483	724,439	856,804	970,099	824,107	942,163	(118,057)	771,977	748,789	691,070
Debtors	1,135,550	1,708,817	(573,267)	1,284,516	1,978,537	1,405,213	2,059,103	1,757,378	1,594,516	162,862	1,405,389	1,443,882	1,328,558
<b>Cash at Bank and Investment Fund</b>	<b>3,715,294</b>	<b>2,382,801</b>	<b>1,332,493</b>	<b>3,790,886</b>	<b>6,373,156</b>	<b>5,648,250</b>	<b>3,290,583</b>	<b>3,167,378</b>	<b>2,555,651</b>	<b>611,728</b>	<b>2,622,574</b>	<b>2,188,704</b>	<b>2,148,150</b>
Creditors	(1,911,096)	(1,921,232)	10,136	(2,363,628)	(3,204,393)	(2,434,965)	(2,042,355)	(1,433,632)	(1,406,798)	(26,833)	(814,580)	(622,368)	(589,662)
<b>Net Assets</b>	<b>3,796,365</b>	<b>3,135,208</b>	<b>661,157</b>	<b>3,687,257</b>	<b>5,871,739</b>	<b>5,475,301</b>	<b>4,277,430</b>	<b>4,315,231</b>	<b>3,685,531</b>	<b>629,700</b>	<b>3,985,360</b>	<b>3,759,006</b>	<b>3,578,116</b>

