

# **Daventry District Council**



## **Sponsorship Policy and Procedure**

**June 2015**

## **1. Purpose**

This policy document provides the guiding principles and processes by which sponsorship may be both sought and accepted by the Council. It is vitally important that the Council adopts a consistent and professional approach so that opportunities are maximised, risk is minimised and reputations are upheld.

For the purpose of this policy document, sponsorship is defined as:

*An agreement between the Council and the sponsor whereby the Council receives either money or goods or benefit in kind for an event, project, campaign or initiative from an organisation or individual which in turn gains publicity and/or other positive benefits through association with the event, project campaign or initiative.*

## **2. Key Objectives**

- To ensure the Council maximises opportunities to obtain sponsorship for appropriate events, projects, campaigns or initiatives whilst also offering sponsors attractive packages.
- To ensure best value is obtained in sponsorship arrangements and that legal requirements are complied with.
- To ensure that the Council's position, liabilities and reputation are adequately protected in sponsorship agreements.
- To protect Councillors and Officers from allegations of inappropriate dealings or relationships with sponsors.
- To ensure that the Council adopts a consistent and professional approach towards sponsorship.

## **3. General Principles**

- 1) The Council believes that sponsorship can add value to its work, and by implication can make a difference to the people of the District so should be pursued, where appropriate and available.
- 2) The Council will not be influenced by any sponsor in the carrying out of its functions nor offer favourable terms to any sponsor in any other business arrangement that the sponsor may have with the Council.
- 3) The Council will not associate with any sponsor that conducts itself in a manner which conflicts with the Council's strategic objectives, priorities and values. Therefore, the Council will not be able to enter sponsorship agreements with:
  - i) Religious organisations where the sponsorship will be used for religious purposes.

- ii) Political parties or pressure groups.
  - iii) Any individual or organisation that is in legal or financial dispute with the Council, or known to be in legal or financial dispute with any of the Council's partner organisations.
  - iv) Any organisation involved in the production of weaponry.
  - v) Any organisation that unlawfully discriminates against people with protected characteristics within the terms of the Equalities Act 2010.
  - vi) Any other organisation or individual that behaves in such a way that could attract unwanted, negative publicity.
- 4) The Council will approve all publicity material produced by sponsors during the sponsorship period so that its image and reputation is protected.
  - 5) The Council will ensure all sponsorship is procured and managed in accordance with its existing rules and procedures governing procurement, finance and management.
  - 6) The Council will ensure that sponsorship for any one event, project, campaign or initiative will not have a negative impact on any other Council service, budget or resource.
  - 7) Councillors will avoid direct involvement in sponsorship issues and refer any ideas or contact from prospective sponsors to the relevant Council Officer.

#### **4. Procedures**

Council Officers must refer to the following procedure when seeking and accepting sponsorship.

- 1) A Council Officer identifies a sponsoring opportunity for an event, project, campaign or initiative that they are working on and secures approval to seek sponsorship from their Manager. This initial stage should include identification of what benefits arise for the sponsor, what the duration is, what the value of any payment or goods to the Council is, and what the risks are. Council Officer starts to fill in the Sponsorship Agreement Form (see Appendix) and informs Community Development Co-ordinator of intentions.

Please note that for any sponsorship valued at over £5,000 the Council Officer must secure the Chief Executive's approval via a report to the Senior Management Team.

- 2) The Council Officer then has two approaches that can be taken to secure an agreement in principle from sponsors:

##### (a) The Direct Approach

Council Officer identifies a potential sponsor (or sponsors) that could be approached to sponsor the event, project, campaign or initiative and carries out research to ensure that they have appropriate credentials and are not going to

bring adverse publicity to the Council (see 3.3 above for eligibility criteria). Council Officer also refers to the following internal colleagues:

- Finance Officer to ensure any potential sponsor is not in financial dispute with the Council.
- District Law to ensure any potential sponsor is not in legal dispute with the Council.
- Business Team to make credit checks on any potential sponsor.
- Community Development Co-ordinator to ensure multiple approaches have not already been made to the same sponsor/s.

Once all checks have been made, the Council officer can then make a direct approach to eligible sponsors, outlining the potential benefits to them and what the Council would seek in return. A draft Sponsorship Agreement Form and Sponsorship Terms & Conditions (see appendix) should be included in the early communications with potential sponsors.

#### (b) The General Call for Sponsorship

The Council Officer advertises the opportunity to sponsor an event, project, campaign or initiative via media outlets as deemed appropriate to reach likely sponsors. The advert must include details as per the Sponsorship Agreement Form, Sponsorship Terms & Conditions, and a statement about sponsor eligibility (see 3.3 above).

Once a sponsor or sponsors have agreed in principle to sponsor an event, project, campaign or initiative, the Council Officer refers to internal colleagues for eligibility checking (see bullet points above).

For both approaches, the following procedure then applies:

- 3) Council Officer firms up details of the sponsorship agreement/s and secures approval from Manager to formally sign documents.
- 4) Council Officer arranges for Sponsorship Agreement Form and Sponsorship Terms & Conditions to be signed by all parties – for the Council this will be the Manager. Council Officer also informs Community Development Co-ordinator of all organisations that declined to sponsor via the direct approach and all organisations that agreed to sponsor (by either approach), so that the Sponsorship Register can be updated accordingly.
- 5) Council Officer informs Finance Officer that sponsorship documents signed so a budget code can be created to receive any payment. In the case of goods, the appropriate inventory may need updating.
- 6) Council Officer arranges for sponsorship payment (or supply of goods) to be made in advance of the event, project, campaign or initiative commencing.
- 7) Once the sponsored event, project, campaign or initiative commences, the Council Officer is responsible for ensuring the Sponsorship Terms & Conditions are adhered to. This ensures that the sponsor's publicity material has the

Council's prior approval and that the sponsor does not engage in any activity that will bring it and the Council into disrepute.

- 8) Once the event, project, campaign or initiative is complete, the Council Officer must complete a lessons learnt evaluation and submit it to their Manager and the Community Development Co-ordinator so that it can be included in the Sponsorship Register. They will also have to ensure that part 7 of the Sponsorship Terms & Conditions is adhered to.

## **Appendices**

Sponsorship Agreement Form  
Sponsorship Terms & Conditions  
Disclaimer Notice

# Daventry District Council Sponsorship Agreement Form



<p><b>Project information</b> <i>Describe the project, its aims and objectives, its duration.</i></p>	
<p><b>Sponsorship information</b> <i>What is the value of the sponsorship? How and when will payment be made? If it is goods or a service, please describe.</i></p>	
<p><b>Benefits to Daventry District Council (DDC)</b></p>	
<p><b>Benefits to the sponsor</b></p>	
<p><b>Signatories to the agreement (DDC)</b></p>	
<p><b>Project officer</b></p>	<p><b>Manager</b></p>
<p><b>Print name</b></p>	<p><b>Print name</b></p>
<p><b>Date</b></p>	<p><b>Date</b></p>
<p><b>Signatory to the agreement (sponsor)</b> By signing this agreement, I confirm that my organisation will comply with the Sponsorship Terms &amp; Conditions (attached hereto) and that I am authorised to sign this agreement on behalf of my organisation.</p>	
<p><b>Print name</b></p>	<p><b>Date</b></p>

# Daventry District Council

## Sponsorship Terms & Conditions



1. In these terms and conditions:

**DDC** means Daventry District Council.

**item** means a DDC event or activity of any description.

**named officer** means a DDC officer identified to deal with a particular item for the purposes of sponsorship.

**sponsorship material** means any promotional material which identifies the sponsor as being associated with the item, whether or not displayed in connection with the item.

**we** and **the sponsor** means the person or organisation wishing to sponsor a DDC item.

2. We undertake that we have not and will not engage in any practice prohibited under current anti-corruption laws to secure this sponsorship opportunity with DDC.
3. We will submit all sponsorship material to the named officer for approval and will not use any of it unless such approval is given. In any event, no sponsorship material will convey (or appear to a reasonable person to convey) support or opposition for any political party.
4. We will ensure that neither our sponsorship material nor our conduct is such as to bring DDC into disrepute.
5. We undertake to make all payments of money or provision (whether temporary and permanent) of goods, services or access to property as outlined in the sponsorship agreement promptly, to the level of service and quality reasonably expected and otherwise in accordance with the sponsorship agreement.
6. Any payments of money will be made by cheque or electronic transfer to the account of DDC and not to any officer or Member (Councillor) of DDC.
7. We will cease to make reference to this sponsorship after twenty-four months of its cessation unless otherwise agreed in writing by the named officer.
8. The Contracts (Rights of Third Parties) Act 1998 shall not apply to this contract.



## **Disclaimer Notice**

The following disclaimer notice is to be included in any Daventry District Council publication which carries the sponsors name or logo:

*Acceptance of sponsorship does not imply endorsement of the sponsor's products or services by Daventry District Council.*