

POLICY

SPONSORSHIP OF COUNCIL ACTIVITIES AND FACILITIES FROM CORPORATE ENTITIES AND OTHERS

27 February 2018

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Sponsorship of Council activities and facilities from corporate entities and others

1. Policy objectives

- 1.1. The aim of the Waipa District Council's Sponsorship Policy is to:
- (a) Clarify boundaries within which Council will accept corporate and other sponsorship opportunities for its activities and facilities.
 - (b) Provide guidance to sponsors considering entering into a sponsorship relationship with Council and to those seeking sponsors on behalf of Council.

2. Principles

- 2.1. The key principles of this policy are:
- (a) Council supports sponsorship of its activities or facilities where such sponsorship reduces the cost to Council of those activities or facilities without negatively impacting on Council's quality or level of service.
 - (b) Sponsorship arrangements should not be regarded by a sponsor as a means of gaining favourable terms from Council in any other business agreement.
 - (c) Sponsorship of Council activities or facilities does not imply that Council endorses the sponsor or the sponsor's products. Rather the sponsorship implies that the sponsor endorses the activity or facility of Council.
 - (d) Council recognises that sponsorship contributions may not be stable from year to year and as such will not become financially dependent on sponsorship.

3. Definitions

- 3.1. For the purposes of this Policy the following definitions shall apply:

Term	Definition
Activity	means the preparation or delivery of any service, programme, product or event by, or on behalf of, Council.
Council	means the Waipa District Council as constituted by the Local Government Act 2002 abbreviated to 'Council'
Sponsor	Means any business, organisation or individual who enters into a sponsorship agreement with Council.
Sponsorship	Means a commercial arrangement between Council and a

Term	Definition
	sponsor whereby the benefits to Council are either cash or in kind, and the benefits to the sponsor are principally the association between the sponsor and the Council activity or facility.

4. Policy statement

4.1. Who Council will enter into sponsorship arrangements with

- (a) Council will only enter into sponsorship agreements with a sponsor whose values, practices or products are not in conflict with any other Council policy.
- (b) Council will not enter into sponsorship arrangements with a sponsor involved in the delivery of products or services that are considered to be injurious to health or are considered to be in conflict with Council's social, environmental and cultural responsibilities to the community. For the avoidance of doubt, what is considered to be 'injurious to health' or 'in conflict with Council's social, environmental or cultural responsibilities to the community' is at the discretion of Council or its delegate.
- (c) Council will not enter into a sponsorship arrangement that imposes or implies conditions that would limit, or appear to limit, Council's ability to carry out its functions fully and impartially.
- (d) Sponsorship arrangements will only be entered into where there are clear benefits to Council and/or the community.

4.2. What Council will permit to be sponsored

- (a) Council will, in specific circumstances, actively encourage sponsorship of an activity or facility.
- (b) Council may permit sponsorship of an activity or facility except where any of the criteria in 4.3 apply.

4.3. Criteria for determining appropriate sponsorship opportunities

- (a) Council may choose not to enter into a sponsorship agreement where either the sponsor itself or the nature of the sponsorship agreement meets any of the following criteria:
 - i) Where the sponsorship is likely to offend public taste
 - ii) Where there are legal, moral, or ethical concerns about the sponsorship arrangement.
 - iii) Where the sponsorship risks bringing Council into disrepute

- iv) Where there is a significant risk that Council may have or be perceived to have a current or future conflict of interest.

4.4. Protection of Council's interests

- (a) Council will retain the right to attach its name and logo to any activity or facility that is subject to a sponsorship arrangement.
- (b) Council will retain the right to terminate any sponsorship agreement should the sponsor cause Council to be brought into disrepute or otherwise default the agreement. Appropriate clauses will be included in all sponsorship agreements to cover this.
- (c) Except where prior approval of Council is obtained, the sponsor shall not influence the planning or decision-making regarding an activity or facility being sponsored.
- (d) With regard to sponsored facilities, Council reserves the right to cover internal signs, but not to remove them, for the duration of a hire where there is a direct conflict with a hirer of the facility.

4.5. Use of Council's intellectual property

- (a) Council will permit sponsors to use its name, logo and images according to criteria based on the type and level of sponsorship.
- (b) Council will permit sponsors to link to Council's website, according to defined criteria based on the type and level of sponsorship.

4.6. Issues to be addressed in a sponsorship agreement

- (a) In entering any sponsorship arrangement, Council will ensure that the following issues are addressed in the sponsorship agreement:
 - i) The benefits available to Council and the community.
 - ii) The opportunities available to the sponsor, including advertising opportunities directly related to the activity or facility being sponsored.
 - iii) The duration of the agreement. This will usually not exceed 20 years unless the sponsor is contributing the full cost of an asset in which case naming rights may be for the life of the facility or activity.
 - iv) The period over which payment may be made by the sponsor. This may be up to 10 years.
 - v) The use of Council's name, logo and images by the sponsor.
 - vi) The form or forms of sponsorship acknowledgement that will be available to the sponsor via Council's website and publications.
 - vii) The Council staff member who has responsibility for managing the sponsorship.

- viii) The facility being sponsored will be available to all potential hirers (and associated event sponsors), and the facility sponsor will not be permitted to exclude particular users of the facility due to a conflict between the facility sponsor and an event sponsor.
- ix) Termination clauses, including Council's right to terminate the sponsorship should the sponsor bring, or be likely to bring, Council into disrepute.
- x) Processes to deal with changes in circumstances during the period of the sponsorship.
- xi) For the avoidance of doubt, the above list is not intended to be exhaustive.

4.7. Advertising by a sponsor to support the sponsorship

- (a) Council supports a sponsor undertaking advertising activity to further promote the sponsorship relationship. Advertising conducted on or in Council facilities must:
 - i) Not impact negatively on the operation of the facility or activity being sponsored, or on any other activity being undertaken on the site.
 - ii) Conform to Council by-laws and other relevant Council policies.
 - iii) Be in accordance with the criteria in section 5.3 above.
 - iv) Comply with accepted professional standards.

4.8. Advertising by a sponsor: General

- (a) No elected member or Council staff member shall receive a personal benefit from a sponsorship, except where that benefit is no different to the benefit available to any other member of the public.
- (b) Sponsorship of a Council activity does not involve explicit endorsement of either the sponsor or sponsor's products by Council.
- (c) Where practicable, Council sponsorship arrangements will be subject to an open, competitive process.
- (d) Sponsorship arrangements that result in the re-naming of a Council building or facility will require the approval of Council.
- (e) Except in special circumstances, naming rights sponsorships for Council facilities will be for a minimum of five years duration.
- (f) Council will co-ordinate the marketing of its identified sponsorship opportunities so as to obtain best value from potential sponsors.

5. Relevant delegations

- 5.1. The Chief Executive has delegated authority in consultation with His Worship the Mayor or Deputy Mayor to negotiate and enter into Sponsorship agreements on behalf of Council, in relation to any fundraising for projects identified in a 10 Year Plan or Annual Plan, for amounts of up to ONE MILLION DOLLARS (\$1,000,000), provided that any agreement for an amount over \$500,000 is reported back to Council

6. Application and review

- 6.1. The policy will be reviewed as required, to meet the needs of the organisation and best practice.
- 6.2. The policy will take effect from the date it is signed by both the policy owner and Chief Executive; however a one (1) year period from that point will be allowed for implementation and full compliance to be achieved.

Signed: 

Date: 27 February 2018

Gary Knighton
Manager – Strategic Partnerships (Policy owner)

Signed: 

Date: 27 February 2018

Garry Dyet
Chief Executive