



UPTON BY CHESTER AND DISTRICT PARISH COUNCIL

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Upton-by-Chester & District Parish Council Sponsorship Policy

What is Sponsorship?

Sponsorship is the purchase of the right to associate the sponsor's name, products and services with the sponsored organisation's service, product or activity in return for negotiated benefits.

Sponsorship rights can be purchased through financial contributions or the provision of in-kind goods or services.

Sponsorship is not a grant, nor a donation.

Sponsorship is a business relationship in which both the Sponsor as well as Upton-by-Chester & District Parish Council should benefit.

Commitment to Address Ethical Issues

We actively seek opportunities to work together with external organisations to achieve shared objectives. However it is vital that we maintain our independence and do not allow external partnerships to bring the name of Upton-by-Chester & District Parish Council into disrepute.

Upton-by-Chester & District Parish Council therefore seeks, so far as is practical and within the constraints of UK law;

- initiatives that do not compromise the independent status of Upton-by-Chester & District Parish Council
- to ensure that the activities of organisations we work with are consistent with our organisational values

Determining Sponsorship for an Upton-by-Chester & District Parish Council event

A determination must be made on each occasion about:

1. Whether or not to have Sponsorship
2. The form of any Sponsorship
3. The identity of any Sponsor

4. The benefits of the Sponsorship
5. The obligations upon Upton-by-Chester & District Parish Council arising from the Sponsorship
6. Any risks associated with the Sponsorship.

That determination will be made by the Finance Committee.

Making a Determination

In making a recommendation to Upton-by-Chester & District Parish Council, and in Upton-by-Chester & District Parish Council making a determination, regard will be had to the following Principles.

Principle 1: Identity of Sponsor

The Sponsor must be a responsible and reputable organisation whose name and identity would enhance the Sponsored Event **or Project**.

Principle 2: Upton-by-Chester & District Parish Council reputation and standing

The Sponsorship should enhance the public image of Upton-by-Chester & District Parish Council, and its reputation and standing. There should not be any risk to Upton-by-Chester & District Parish Councils reputation and standing arising from the Sponsor's identity, the identity of its affiliates, or the Sponsorship.

Principle 3: No conflict of interest

There should not be any conflict of interest, nor any perceived conflict of interest between the Sponsor and Upton-by-Chester & District Parish Council.

Principle 4: Benefit of Sponsorship

The specific sponsorship that is proposed, including monies, in kind services etc., should benefit Upton-by-Chester & District Parish Council and the Sponsored Event or project.

Principle 5: Appropriateness of Obligations

The specific obligations that Upton-by-Chester & District Parish Council will have as a result of the Sponsorship need to be assessed, including by reference to the following:

- i. Is it within Upton-by-Chester & District Parish Councils power and capability to carry out those obligations?
- ii. Will Upton-by-Chester & District Parish Council has the resources to carry out those obligations?
- iii. What are the risks, if any, to Upton-by-Chester & District Parish Council in relation to those obligations, and how are they assessed?

Principle 6: No favouritism

Upton-by-Chester & District Parish Council must not favour a Sponsor in a particular industry sector to the exclusion of its competitors, but will use reasonable efforts to offer the opportunity to sponsor fairly without favouritism.

Principle 7: A Business Approach

Upton-by-Chester & District Parish Council will apply a business approach to offering sponsorship opportunities, and to the negotiation of the commercial terms of sponsorship.

The sponsorship benefits to be received by the Sponsor should correspond with the level of benefit which is received by Upton-by-Chester & District Parish Council from the Sponsor.

Principle 8: No license of Upton-by-Chester & District Parish Council logo

A sponsorship being an arrangement by which a Sponsor sponsors Upton-by-Chester & District Parish Council, the Sponsor usually licenses Upton-by-Chester & District Parish Council to use the Sponsor's trade mark in association with the sponsored Event. Upton-by-Chester & District Parish Council does not grant a license of Upton-by-Chester & District Parish Council own logo to a Sponsor.

SPONSORSHIP AGREEMENT

Upton-by-Chester & District Parish Council will prepare an agreement to record the terms and conditions of sponsorship with a Sponsor:

SPONSORSHIP BENEFITS

Sponsorship benefits not permitted

The following sponsorship benefits must not be offered to a Sponsor:

- i. Naming rights for an Event, including an Upton-by-Chester & District Parish Council Forum, (although naming rights for a part of an Event, or Activity are permissible)
- ii. Political activities
- iii. Religious activities
- iv. Greater prominence of the Sponsor's trade mark, name or logo, compared to the prominence of Upton-by-Chester & District Parish Council, name and logo
- v. Greater prominence of the Sponsor's trade mark, name or logo, compared to the prominence of other sponsors, having regard to the comparative sponsorship monies and other consideration paid
- vi. Providing the names of registrants at an Event, with or without their contact details (unless in the registration document the registrant consents to this)

vii. A Sponsor's trade mark, name or logo appearing inside official meeting rooms, or upon official papers.

viii. Signage rights on permanent fixtures or fittings beyond a limited and agreed period.

Sponsorship benefits that are permitted

The following sponsorship benefits are permitted to be offered:

i. Naming rights for part of an Event, such as a particular hospitality or network or other activity

ii. Signage rights for a limited and agreed period.

iii. A Sponsor's trade mark, name or logo appearing on event banners, posters, approved printed material, displays, souvenirs, websites and direct marketing material, in a design approved by Upton-by-Chester & District Parish Council

iv. Registration at an Event

v. Making presentations at an Event

vi. Distributing appropriate products at an Event

vii. Distributing appropriate materials at an Event

viii. Making products and services available at the Event such as internet access, or access to computers, printers and other equipment

ix. Naming rights of products or services such as a Junior Bowling Club

x. Exclusivity of a category of sponsorship (that is, with no other sponsor in that category – see below)

xi. Providing the names of registrants at an Event, with or without their contact details, but only if in the registration document the registrant consents to this.

TERMINATION

If this Agreement relates to a single Event which is cancelled, the agreement can be terminated:

(a) Either party may terminate this Agreement by written notice to the other.

(b) If the event is cancelled by UPTON BY CHESTER AND DISTRICT PARISH COUNCIL before expenditure has been incurred, monies may be refunded to the Sponsor or held by the Parish Council until the event is rescheduled.

(c) If the event is cancelled by UPTON BY CHESTER AND DISTRICT PARISH COUNCIL due to unavoidable circumstances and at short notice, only unspent monies shall be refunded to the Sponsor.

If this Agreement relates to two or more Events where some proceed and some are cancelled:

(a) either party may terminate this Agreement by written notice to the other, so far as it relates to the cancelled Events, leaving this Agreement to operate in relation to the Events which are not cancelled, and

(b) UPTON-BY-CHESTER & DISTRICT PARISH COUNCIL shall refund to the Sponsor a reasonable proportionate part of the monies included in the Sponsorship which the Sponsor paid to UPTON-BY-CHESTER & DISTRICT PARISH COUNCIL prior to the termination, which relates to the cancelled Events.

If this Agreement relates to a Parish Council Project that is cancelled:

(a) Either party may terminate this Agreement by written notice to the other.

(b) If the Project is cancelled by UPTON BY CHESTER AND DISTRICT PARISH COUNCIL before expenditure has been incurred, monies may be refunded to the Sponsor or held by the Parish Council until the Project is rescheduled.