



Sponsorship Opportunities – Acceptance Considerations and Principles Procedure (Appendix C)

(Donations and Sponsorship Received from Members of the Public
Companies and Other bodies Policy Surrey and Sussex 489)

Policy

Donations and Sponsorship Received from Members of the Public, Companies and other
Bodies Policy Sy and Sx

Procedure

1. Introduction

1.1 The following process and principles must be considered before accepting an offer of sponsorship for activities of Surrey Police, Sussex Police and/or the Police and Crime Commissioner (PCC) for Surrey or Sussex and/or activities of a partner organisation to Surrey or Sussex Police:

- As a general principle sponsorship should not be accepted where there is a risk of offending the integrity or propriety of Surrey Police or Sussex Police or the PCCs;
- Offers of sponsorship shall not be accepted from sources that are, or have recently been, under the direct scrutiny of the police without express consent of either the respective Force Chief Constable or Deputy Chief Constable;
- Do not accept a sponsorship offer if criminal investigations involving the potential sponsor are occurring, or if serious adverse publicity has been attracted by the organisation;
- Do not accept a sponsorship from organisations with products that are harmful to users or are inferior quality, who are involved in unethical work practices, or who have links to individuals or organisations of poor repute.
- Full regard must be given to all the circumstances surrounding the sponsorship arrangement, including those of the sponsor, and to any future implications that might arise for the respective PCC, Surrey Police or Sussex Police;
- Offers of sponsorship shall not be accepted where the aims of a particular policy or operation may be diminished or jeopardised by the acceptance of such sponsorship;

- In all cases, all sponsorship arrangements should enhance or extend the overall quality of service to the public;
- Due diligence checks should be performed prior to acceptance of any sponsorship. Due diligence checks may include checks on the organisation, its goods or services, and individuals linked to the organisation.
- Sponsorship arrangements and expectations of both sponsor and recipient should be clearly stated in writing in advance of formal acceptance of the arrangement by way of signature from both sides;
- All Sponsorships and / or endorsement must be pre-approved at a local level (SMT) considering the Code of Ethics. ([Guidance for ethical and professional behaviour in policing | College of Policing](#)).
- Please contact your Finance Business Partner (FBP) if VAT payment is involved and the VAT payment should be agreed and the terms of payment.
- **All** sponsorship arrangements accepted by a police officer or member of police staff, however small, must be reported to Corporate Finance for inclusion on the Force Gifts and Hospitality register;
- FBP / Corporate Finance to prepare a paper compiling the information and risk assessment to present the paper at a Chief Officer's Board for final approval.
- Where events or activities are sponsored by an external organisation / person; roles and responsibilities for the event / activity must be clearly established with the sponsor. This must include responsibility for all those taking part including police officers, police staff, volunteers and persons from other organisations. Advice can be sought from the Joint Health and Safety Service on a case by case basis.

2. Reasons for Sponsorship

2.1 Sponsorship can represent a valuable form of additional income.

2.2 Sponsors want to use an association with a particular event or activity to raise their own profile, making them more attractive and allowing them to expand their business. Sponsors may establish targeted marketing campaigns to run concurrently with their sponsorship activity.

3. Benefits of Sponsorship

3.1 Sponsorship can provide:

- A primary funding source for non-core activities
- Funds for new projects
- Support for existing non-core activities without certainty of continued funding
- Enhancement to existing activities
- Release of funds previously earmarked for re-allocation to other areas

3.2 The proposed sponsorship benefits must be effective, realisable, measurable and must meet the purpose for which the sponsorship is being accepted.

N. B. Sponsorship cannot provide source funding for core police activities (i.e. activities that Surrey Police or Sussex Police are obliged to provide by way of their statutory obligations)

4. Value Added Tax implications

4.1 The VAT treatment of sponsorship depends on the terms under which the sponsorship is provided. Where any doubt exists, the advice of the Corporate Finance team for the relevant Force should be sought.

4.2 VAT implications of sponsorship when advertising is involved on vehicles offered to Surrey Police or Sussex Police will generally require exchange of VAT only invoices. The sponsor and Surrey Police or Sussex Police need to agree a common value to both parties of the sponsorship and then the sponsor and Surrey Police or Sussex Police exchange VAT only invoice applicable to this amount. There is no cost to either party if both are claiming and paying the same amount. No agreement should be signed or sponsorship commenced prior to the sponsorship value being agreed. Please contact your FBP or Corporate Finance.

5. Use of a Broker or Agent

5.1 The use of a commissioned agent or broker to negotiate sponsorship is prohibited without written consent in advance from the respective Force Chief Constable or the PCC.

6. Conflict of Interests and Corruption

6.1 Recipients of sponsorship shall remain aware of the possibility of known, actual, or potential conflicts of interest. Where a conflict of interest appears to arise, or has arisen, the matter must be brought to the attention of the respective Divisional Commander, Head of Department, Chief Finance Officer the Chief Finance Officer for the PCC or Holder of the Budget into which the sponsorship has fallen, in writing, as soon as possible. They may then elect to seek further appropriate advice to determine whether there is a conflict and, if so, how it will be resolved.

6.2 Sponsorship will not be allowed to conflict with the objectives of the PCCs or Surrey Police or Sussex Police and care shall be taken to avoid the following:

- Potentially sensitive associations with inappropriate sponsors shall be avoided
- Potentially sensitive associations with companies or individuals that are already in a contractual arrangement to provide goods and/or services to the Forces, which could be construed by competitors as preferential treatment
- Risk of becoming unduly dependent upon sponsorship, as it might be withdrawn
- Projects that could distract effort from tackling agreed priorities
- Projects of dubious or limited benefit in policing terms
- Offers of sponsorship that have unacceptable conditions attached
- Offers of equipment where a fitness-for-purpose issue will arise or an incompatibility with existing equipment will occur
- Inadequate contractual arrangements exist

- Risk of unsupported capital or revenue commitments when the sponsorship terminates
- Risk to the operational independence of the Chief Constables

6.3 Where offers of sponsorship are received from more than one source in a competing market, care shall be taken to demonstrate an even-handed approach in accepting and/or rejecting any offer.

6.4 Sponsorship will not be pursued aggressively, and arrangements will be sensitively sourced which enhance our services whilst maintaining the reputation and ethics of Surrey Police and Sussex Police. The professionalism and dignity of individual members of the Forces, will not be compromised by this policy.

6.5 Sponsorship need not necessarily be at zero cost to the Forces. It is recognised that some proposals may require a degree of initial cost or investment to implement the sponsored activity. Value for money and overall benefit(s) of the arrangement(s) will determine what is appropriate.

6.6 No individual serving police officer, support staff member, special constable, or person engaged by Surrey Police or Sussex Police or the PCCs, to act on their behalf or represent them, shall receive personal benefit from sponsorship of activities for which they are employed.

6.7 Any person involved in the sponsorship assessment or negotiation must declare any actual, potential or perceived conflict of interest so that it can be assessed and managed.

6.8 There must be no inducement or favour promised to a proposed sponsor by Surrey Police or Sussex Police or the PCCs, such as a promise to purchase the sponsor's products.

6.9 Surrey Police or Sussex Police or the PCC employees must not create the impression that the sponsoring funding is a requirement for future business dealings with the agency.

6.10 Sponsorship must be direct. Surrey Police, Sussex Police or the PCCs cannot accept funds via a third party to enable organisations to provide sponsorship who are prohibited by this policy from doing so.

6.11 Where a sponsorship opportunity is of a novel or potentially contentious nature, the Divisional Commander or Head of Department of the respective Force must agree the arrangement in advance with their Chief Officer or Office of the PCC (via the Chief Finance Officer for the PCC).

7. Fit for Purpose and Scale of Operation

7.1 Evaluate the proposed sponsorship to ensure it is of the type and quality needed to safely meet the aim of the sponsored initiative or program.

7.2 Do not accept a sponsor's products simply because it is offered free of charge, as this could result in implicit commercial endorsement.

7.3 Economies of scale should be taken into account whenever a sponsorship arrangement is considered. Localised plans may bring greater benefits if they are

applied on a wider basis; conversely, the existence of a local arrangement may inhibit the development of a wider application.

8. Marketing and Commercial Support to Divisions and Departments

8.1 Support, in the form of specialist advice is available from the respective Force's Corporate Communications Department or Professional standards Departments (PSD).

8.2 Such consultation should be undertaken at an early stage of any negotiations with a potential sponsor in order to mitigate commercial risk and maximise benefits.

9. Written Sponsorship Agreement

9.1 No employee shall commit Surrey Police, Sussex Police or the PCCs to any sponsorship agreement without consulting their Finance Business Partner and PSD.

9.2 Sponsorship should always be accompanied by a written agreement between the parties involved. Establishing reciprocal undertakings of the parties beforehand will clarify expectations, thereby avoiding accusations of non-performance and breach of undertaking. In cases of doubt or uncertainty, specialist financial or legal advice shall be sought.

9.3 Sponsorship written agreement, should contain some or all of the points below, as relevant:

- A short statement of the project / initiative / program being sponsored
- The sponsor's full corporate name
- Any agreed benefits Surrey Police, Sussex Police or the PCC will provide to the sponsor
- The value and nature of benefits the sponsor will provide to Surrey Police, Sussex Police or the PCCs
- Contact details of the Surrey Police, Sussex Police or the PCC coordinator and the sponsor's central contact person
- Any terms and conditions for either party
- The period of the agreement and if applicable terms for / date renewal
- A statement that the sponsorship has no impact on the impartial execution of duties by Surrey Police, Sussex Police or the PCC
- A statement that the sponsorship does not imply commercial endorsement of an organisation, individual, service or product. (The sponsor cannot claim or imply such endorsement in any communications or advertising)
- Where goods or services are provided by the sponsor, the relevant Surrey Police, Sussex Police or the PCC business unit will determine appropriate use / acceptance testing and any other service levels
- Termination or suspension conditions, including a period of notice
- Witnessed signatures

9.4 Where an acceptable offer of sponsorship is received, consent of the respective Divisional Commander, Head of Department or Chief Finance Officer for the Chief Constable must be obtained prior to written agreement between the parties.

9.5 Once a sponsorship agreement has been executed; support and resources must be allocated to ensure the sponsorship is effectively implemented.

10. Costs associated with equipment

10.1 Sponsorship in the form of equipment that the cost of transportation, installation, operation, calibration, maintenance and ultimate disposal must be met from existing expenditure budgets or provided by the sponsor. Where the sponsor meets such costs they must be included in the notional value of the sponsorship.

11. Modifications or Cancellation of Sponsorship

11.1 Should circumstances vary so that the agreement is not adhered to, or new risks are identified, then the suitability of the sponsorship arrangement must be reviewed and a decision made on whether to continue, vary or terminate the agreement.

11.2 Circumstances which may lead to the modification or termination of a sponsorship agreement can include the following situations:

- When there is a breach of the agreement, and the breach is unlikely to be rectified
- Criminal investigations involving the sponsor are taking place
- A merger or other event causes a conflict of interest that cannot be reasonably managed
- The sponsor becomes subject to regulation or inspection by the respective Force
- Serious adverse publicity has been attracted by the sponsor
- The sponsor's actions result in public criticism that reflects poorly on Surrey Police, Sussex Police or either PCC, or brings Surrey Police or Sussex Police or either PCCs integrity into question
 - If the business affairs of the company or organisation providing the benefit are called into question. For example:
 - The sponsor becomes insolvent
 - Ownership of the goods or equipment provided is transferred to a creditor
 - Proceedings in voluntary or involuntary bankruptcy are instituted on behalf of or against the sponsor; or
 - A receiver or trustee of the sponsor's property is appointed.

11.3 If following consultation, a decision is made to recommend that the agreement be modified or terminated, a written submission should be forwarded up the chain of command for consideration.

12. Renegotiations of Sponsorship

12.1 Where sponsorship has been approved or has been in place for a number of years, does not mean continuance of the sponsorship or the particular sponsor is

guaranteed. Circumstances may change or a more detailed analysis may identify unacceptable risks or costs associated with the sponsorship.

12.2 There may also be a need to retest the market to ensure continuing competition and best value.

12.3 At the expiry of an existing and effective sponsorship agreement, consideration should be given to asking the sponsor to renew or extend the arrangement. However, as relevant, the sponsor should be informed that this does not prevent Surrey Police, Sussex Police or the PCCs from seeking offers from other potential sponsors in the context of an open and transparent retesting of the market.

12.4 Market checks may be required to ensure best value and a fair approach to acceptance or rejection of sponsorship offers.

13. Recording and Reporting

13.1 ALL sponsorship must be recorded in the Force Gifts and Hospitality register via Corporate Finance. This provides a comprehensive record of all donations and sponsorship, in accordance with the joint Anti-Fraud and Corruption Policy and Procedures.

13.2 The clarity and detail of such records shall be sufficient to satisfy an external auditor that they are a suitable account of the extent to which such additional resources have been received. As a minimum, the level of detail recorded shall include:

- Start date
- Finish Date
- Sponsor
- Brief description of the sponsorship
- Actual value of sponsorship OR the cost amount if it were funded solely by Surrey Police, Sussex Police or the PCC (notional value)
- Comments

13.3 All offers of sponsorship must be notified using the Donations and Sponsorship proforma (which can be found at Appendix A of the **Donations and Sponsorship Received from Members of the Public, Companies and other Bodies Policy (Surrey and Sussex) (489)**) to Corporate Finance who will record them centrally.

13.4 The Donations and Sponsorship Pro-forma must be submitted either in advance or at the latest within seven working days of receipt of any donations or sponsorship.

13.5 Please note that sponsorship details held on the register will be reviewed by the respective Head of PSD in conjunction with the Joint Procurement team. They are also subject to scrutiny by the PCCs.

13.6 Corporate Communications in the relevant Force should be informed of all sponsorship so that publicity opportunities can be maximised where appropriate.

13.7 Strict record keeping of financial arrangements regarding sponsored and donated goods, services and funds must be ensured. It is recommended that financial arrangements are reviewed annually.

14. Publicity

14.1 Where publicity is sought, it shall form a part of the overall agreement that is drawn up between the parties, in writing, beforehand. Where the Divisional Commander or Departmental Head considers that there are special, or extenuating, circumstances that make this inappropriate, the authority of the Chief Constable to continue with the arrangement shall be sought. In similar circumstances, the Chief Finance Officer for the PCC should seek authority from the PCC.

14.2 Divisional Commanders, Heads of Department and the Chief Finance Officer for the Chief Constable shall remain aware of the possibility that adverse publicity that might arise from sponsorship activities. In any doubt the services of the Press Office for the relevant Force should be requested, via the respective divisional press and public relations officer where appropriate.

15. Appeals Procedures

15.1 An appeals procedure is not necessary as the approval and authorisation process is clearly set out in the policy.