

#### **DONATION POLICY AND PROCEDURE Contents**

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## **1 PURPOSE**

- 1.1. The purpose of this policy is to establish the framework and guidelines for productive financial partnerships between Hotel Renmark and other organisations and community groups, relating to donations involving organisations and community groups who reside in the Renmark Paringa District or at Board discretion.
- 1.2. Donations can provide financial, marketing support, or other in-kind support to our local community groups who reside in the Renmark Paringa District or at Board discretion.
- 1.3. The aim of Hotel Renmark Donation Policy and Procedure is to:
  - a) coordinate Hotel Renmark's donations activities.
  - b) ensure that the donations activity is suitable and consistent with Hotel Renmark's core values and brand qualities.
  - c) evaluate the value of the donation's activity in terms of return on investment
  - d) raise awareness of donations as a valuable component of Hotel Renmark's engagement, reputation management and marketing strategy
  - e) enable pursuit of opportunities for business development.
- 1.4. This policy provides a framework for Hotel Renmark to assess incoming requests fairly and equally and ensuring Hotel Renmark maximises the full potential benefit from any donation arrangement it enters.

### 2 SCOPE

2.1. This policy and procedure relate to all Hotel Renmark employees and those who reside in the Renmark Paringa District, participating in donation activities that include the use of the Hotel Renmark brand, name or authorised logo or image.

#### **3 POLICY STATEMENT**

3.1. Hotel Renmark's constitution highlights the importance of donations to support the District that enables assistance to local community bodies. This policy and procedure identify how Hotel Renmark will fulfil its donation commitment, by ensuring internal and external stakeholders are appropriately informed and encouraged to engage in these activities.



- 3.2 Hotel Renmark delivers a range of donations through financial and or in-kind support, for activities, programs and events that contribute to excellence in our community.
- 3.3. Donations must be consistent with existing Hotel Renmark policies.
- 3.4. The fundamental principles that shape Hotel Renmark's receipt of donations are:
  - conduct activities in a professional and ethical manner, compliant with Hotel Renmark
    policies and procedures and all relevant government requirements, that ensures public
    confidence and protects the reputation of Hotel Renmark, while also providing assurance to
    potential partners/donors/sponsors that their contributions will be used as intended.
  - activities align with Hotel Renmark values and reflect Hotel Renmark's priorities and are mutually beneficial.
  - Hotel Renmark will not enter any partnership with any corporation or organisation where
    the association with the prospective partner or acceptance of the donation would jeopardise
    the financial, legal, or moral integrity of Hotel Renmark or adversely impact upon Hotel
    Renmark's standing and reputation in the community.
  - Hotel Renmark may accept or refuse any offer of donation on a case-by-case basis.
  - Hotel Renmark reserves the right to review decisions taken in good faith should subsequent events or information require a review of donation.
- 3.5. Donations may take a variety of forms and can be for a specific, mutually agreeable purpose or for an unrestricted purpose. Unrestricted donations allow Hotel Renmark autonomy over disbursement.
- 3.6. Examples of in-kind support may take include:
  - the use of Hotel Renmark equipment and facilities.
  - promotional support, such as internal promotion of an event, use of Hotel Renmark promotional tools such as webpages, email, or social media- Facebook and Instagram.
  - supply of Hotel Renmark branded merchandise.
- 3.7. Financial support will take the form of:
  - a monetary amount for which Hotel Renmark is invoiced.
- 3.8. Hotel Renmark values financial support and will honour the agreed purpose of a donation wherever possible but will have ultimate unconditional discretion to redirect the donation.

## **4 GUIDELINES AND PROCEDURE**

- 4.1. All potential donations will be assessed against their suitability, risks and appropriateness in relation to the event or activity. Any arrangement for donation should meet the following criteria:
  - is consistent with, and enhances Hotel Renmark profile, brand, strategic direction, values, and purpose.
  - the agreement and level of support is adequate to meet Hotel Renmark's objectives.
  - provides mutually beneficial outcomes.
  - creates opportunities for Hotel Renmark to build relationships and partnerships with community organisations, leaders and grow members.
  - there is no conflict of interest.
  - Organizations or community groups who reside in the District or at Board discretion.



- Completed application form.
- 4.2. Hotel Renmark will NOT enter financial partnerships of any sort where they:
  - do not reflect Hotel Renmark 's core values, constitution, and brand attributes.
  - may be construed as discriminatory.
  - may present a reputation risk.
- 4.3. All funds received through donations must be invoiced to Hotel Renmark Finance Officer. Funds will be allocated to the approved event or activity.
- 4.4. All Supporting documentation (such as letter or email, grant application or funding agreement with the contact details of the funder/financial partner and the support being offered) must be provided to inform the evaluation and acceptance process. This documentation also assists with tailoring thank you letters, generating receipts and any financial implications that may need to be accounted for.

# 5 Authority to negotiate and approve donation

5.1. For guidance all donations can be negotiated, agreed and approved in accordance with the table below:

Amount	Negotiation	Agreement	Approval
\$10-\$300 monies	-	donation	Finance officer/ Hotel
Voucher \$10-\$500/ in-			Manager
kind support			
\$500+ voucher or	Board	donation	Hotel Board
monies/in-kind			
support			

# **6 Donations**

- 6.1. All donations' requests must be submitted to Hotel Renmark for consideration via the online Donation Form available on the Hotel Renmark website or collecting the donation application from Hotel reception.
- 6.2. Donation requests can be considered at any time during the year by the Finance Officer in consultation with the Hotel Board.
- 6.3. If Hotel Renmark decline an offer to donate, the Finance Officer will prepare a letter of regret to the donor and ensure that the reasons for declining the offer are documented.
- 6.4. All donation records, including finances and correspondence, will be filed in the Hotel Renmark meeting minutes.
- 6.5. All donation activities are to be published in Hotel Renmark's AGM Annual Report.



#### 7 Use of Hotel Renmark Brand

- 7.1. The Hotel Renmark name or logo cannot be used to endorse or promote any products without explicit agreement from the Hotel Renmark Board.
- 7.2. Use of the Hotel Renmark name and logo is available for the period of the sponsorship agreement only and should be removed from any promotional material or website at the conclusion of the event or agreement.

#### **8 RESPONSIBILITIES**

8.1. The Finance Officer is responsible for the development and review of this policy and procedure.

# 9 Reporting

9.1. Donation initiatives will be reported to the Finance Officer on request.

## **10 DEFINITIONS**

**Conflict of Interest:** Can arise if it is likely that a private interest could conflict, or be seen to conflict, with carrying out a person's public or professional duties as per Hotel Renmark's Code of Conduct.

**Donation:** The provision of financial, in-kind, or material contribution to an individual or organisation, with no expectation of any activity or benefit in return. It is voluntarily and freely given.

In-kind: nonfinancial contributions.

**Outgoing Donation**: The provision of a financial, in-kind or material contribution by Hotel Renmark to an organisation or community group.

**Agreement/Partnership:** Refers to a signed agreement between Hotel Renmark and external organisations that details the commitments, benefits and costs associated with the donation/partnership.

## 11 APPROVAL AND REVIEW DETAILS

<u>Approval and Review</u>	<u>Details</u>
Approval Authority	Hotel Manager
Advisory Committee	Hotel Board
Administrator	Finance Officer
Next Review Date	Every 2 years from date of issue



#### **APPENDIX A**

Donation contracts/letters of agreement guidelines (from Australian Institute of Company Directors (AICD) Website)

Donation contracts and letters of agreement involving Hotel Renmark must include the following clauses:

- 1. Description of the Donation: The contract will contain a comprehensive description of the item, project, or event around which the donation is constructed, including a list of obligations for both parties. Obligations of the parties in market research or sponsorship analysis will be explicitly itemised in the contract. (See also item 7 below.)
- 2. Terms of Agreement: the dates for commencement and conclusion of sponsorship alliances must be included in the contract.
- 3. Key Personnel: The contract will include the names of the individuals from both parties primarily responsible for the donation, and to whom issues regarding the contract are to be referred.
- 4. Limitations on and Approval of the Use of Hotel Renmark's Name: The following clause limits the use of our name by the recipient in its own internal and external promotion and advertising as per the negotiated arrangements: "Neither party, in any situation, whether within or outside the parameters of the funding, shall be deemed to be the spokesperson for, or the representative, of the other party." The accepted use of the Hotel Renmark's word mark, logo or image must be stipulated in all contracts and agreements.
- 6. Financial Terms and Schedule of Payments: The total value and payment schedule of the donation agreement between the parties will be clearly identified in the contract.
- 8. Breach of Contract: The contract should stipulate what shall occur in the case of a breach of contract; for example: "Prior to initiating formal notification of breach of contract, the parties will undertake all appropriate and reasonable efforts to resolve the matter. Should these efforts not prove successful within a reasonable time, either party may notify the other of breach of contract in writing. Such notification will require rectification within 14 days. If the breach is not rectified within that time, then the nonbreaching party may terminate the contract by written notice."
- 9. Right to Discontinue the Donation: The contract shall ensure Hotel Renmark reserves the right to cancel the donation should circumstances dictate; for example: "When circumstances beyond the control of Hotel Renmark force the cancellation of the donation. Hotel Renmark reserves the right to cancel without finding itself financially liable or in breach of contract." If it is intended that Hotel Renmark be entitled to retain any donation funds already paid, then this should be specified in the contract.
- 10. Right to Cancel Sponsorship for Reputational Reasons: The contract shall ensure Hotel Renmark reserves the right to cancel the donation if matters occurring or becoming known after the signing of the contract make it likely, in Hotel Renmark's reasonable opinion, that the continued association of the funds or in-kind support with [Name of Organisation] may cause Hotel Renmark to become subject to criticism or otherwise held in disrepute.
- 11. The District means the area known under the Local Government Act as the District Council of Renmark Paringa; the community means the residents of the District.