

# WIRRAL COUNCIL

## CABINET

21 JUNE 2012

|  |   |
|--|---|
| <b>SUBJECT:</b>                          | <b>TRANMERE ROVERS FOOTBALL CLUB –<br/>SPONSORSHIP 2012 -2013</b> |
| <b>WARD/S AFFECTED:</b>                  | <b>ALL</b>  |
| <b>REPORT OF:</b>                        | <b>ACTING CHIEF EXECUTIVE</b>                                     |
| <b>RESPONSIBLE PORTFOLIO<br/>HOLDER:</b> | <b>LEADER OF THE COUNCIL</b>                                      |
| <b>KEY DECISION?</b>                     | <b>NO</b>   |

### 1.0 EXECUTIVE SUMMARY

1.1 This report recommends that the sponsorship agreement between Tranmere Rovers Football Club and Wirral Borough Council be renewed for a further year to cover the period 1 July 2012 to 30 June 2013.

### 2.0 BACKGROUND AND KEY ISSUES

2.1 Wirral Council has sponsored Tranmere Rovers since the 1989/90 football season. The current arrangement is in the form of direct sponsorship to the Club reflecting the value to the Council in terms of marketing, promotion and other community benefits.

#### 2.2 Legal Powers

##### (a) Section 144, Local Government Act 1972

*'Power to encourage persons by advertisement or otherwise to visit the area for recreation, for health purposes or hold conferences, trade fairs and exhibitions in their area'*. This might cover the tourism/conference aspects of the Agreement through encouraging visitors to the Borough.

##### (b) Section 2, Local Government Act 2000

*'Power to promote the economic and social well being of its area'*. This might cover the attraction of investment into the area and indeed the preservation of existing employment by the club. It would also cover the Club's work with schools.

##### (c) Section 19, Local Government Miscellaneous Provisions Act 1976

Power to provide recreational facilities including the provision of *'assistance of any kind'* for the provision of such facilities.

A combination of these powers, assisted if necessary by Section 111 of the Local Government Act 1972 (power to do anything to facilitate the discharge of any Council functions) would be sufficient to authorise a sponsorship deal provided it can be demonstrated that there is justification for doing so.

- 2.3 Further benefit is derived from the opportunity to promote to Club supporters and their families a variety of Council services, campaigns and initiatives. The Club and its players are also useful advocates for other areas of our work, particularly amongst young people.
- 2.4 In July 2004 a report was considered by Cabinet which detailed costs and benefits associated with corporate sponsorship in relation to a selection of football clubs. Cabinet concluded that when community benefits are taken into account the current level of sponsorship is appropriate. The proposed level of support can be met within the existing budget provision.
- 2.5 In order to maximise the benefits of the Sponsorship Agreement it is important to fully exploit all opportunities available. The Agreement provides the Council with the opportunity to promote services and initiatives to groups and individuals who might otherwise be hard to reach. In addition the Council is entitled to a presence at a number of key matches throughout the season that can be used to help further develop the relationship between the Council and local businesses, and promote Wirral to potential investors.
- 2.6 The Council is entitled to a full page advertisement in all match programmes. This advertisement is changed for each match and is being used to promote key initiatives from departments across the Council. It is also used on a regular basis to promote key events at Wirral's theatres and other performance venues.
- 2.7 When Cabinet considered the matter in 2011 it was resolved that:
- a) The Council's sponsorship arrangement with Tranmere Rovers Football Club be extended for a further year (from 1 July 2011 to 30 June 2012) on the basis set out in the report;
  - b) The existing base sponsorship level be increased to take account of inflation;
  - c) The principle of increased or reduced payments in the event of promotion or relegation be accepted and revised payments be negotiated and agreed if and when this occurs as set out in the report; and
  - d) The completed Sponsorship Agreement be put in the public domain.

### **3.0 RELEVANT RISKS**

- 3.1 Risks associated with this report include the potential of not realising the potential benefits detailed in this report, to mitigate these risks the Council marketing team will work closely in the report to maximise all opportunities contained within the agreement.

### **4.0 OTHER OPTIONS CONSIDERED**

- 4.1 Not renewing the Sponsorship Agreement.

### **5.0 CONSULTATION**

- 5.1 None

## **6.0 IMPLICATIONS FOR VOLUNTARY, COMMUNITY AND FAITH GROUPS**

6.1 None.

## **7.0 RESOURCE IMPLICATIONS: FINANCIAL; IT; STAFFING; AND ASSETS**

7.1 The 2012/13 sponsorship is based upon the 2011/12 sum of £125,844 which is subject to an annual (July to June) inflationary adjustment outlined in clause 3 (e) of the existing agreement in the event the duration of the Agreement is extended. The value of this adjustment will not be known until July when the June inflation figures will be published but, based upon First Division status and likely inflation the cost will be between £130,000 and £132,000 per annum.

3 (b) If the Club is relegated to League 2 of the Football League the Annual Sponsorship Sum shall be reduced to £106,400 plus any readjustment pursuant to clause 3(e) with effect from the First day of July of the year of the Agreement which includes the first Season of the Club's relegation.

3 (c) If the Club is promoted to The Championship of the Football League, the Annual Sponsorship Sum shall be increased to a sum to be determined between the Club and the Council which shall not be less than £141,800. If the Club and the Council cannot agree the amount of the increase in the Annual Sponsorship Sum within five working days of the Club's achievement of promotion, the Club may terminate the Agreement on the Thirtieth day of June in the year in which promotion is achieved without penalty. If the amount of the increase is agreed it shall take effect from the First day of July of the year of the Agreement which includes the first season of the Club's promotion.

## **8.0 LEGAL IMPLICATIONS**

8.1 None.

## **9.0 EQUALITIES IMPLICATIONS**

9.1 None

## **10.0 CARBON REDUCTION IMPLICATIONS**

10.1 None arising as a result of this report.

## **11.0 PLANNING AND COMMUNITY SAFETY IMPLICATIONS**

11.1 None arising as a result of this report.

## **12.0 RECOMMENDATION/S**

12.1 That the Council's sponsorship arrangement with Tranmere Rovers Football Club be extended for a further year (from July 1 2012 to June 30 2013) on the basis set out in this report.

12.2 That the existing base sponsorship level be increased to take account of inflation.

12.3 That the principle of increased or reduced payments in the event of promotion or relegation be accepted and that revised payments be negotiated and agreed if and when this occurs as set out above.

12.4 That the completed Sponsorship Agreement is made public.

### **13.0 REASON/S FOR RECOMMENDATION/S**

#### **13.1 Benefits of the Sponsorship Agreement**

The current sponsorship agreement is based upon the value to the Authority in terms of:

- a) Promotion of Wirral as a place to live, work and for inward investment
- b) Promotion of Wirral as a great place to visit and stay
- c) Promotion of Wirral locally in a positive way which enhances the corporate identity of the Authority
- d) Supporting an important local business which employs a significant number of local people
- e) Additional benefits as outlined earlier in this report

**REPORT AUTHOR:** **Kevin MacCallum**  
Marketing and Engagement Manager  
Telephone: (0151) 691 8388  
Email: [kevinmaccallum@wirral.gov.uk](mailto:kevinmaccallum@wirral.gov.uk)

### **REFERENCE MATERIAL**

Sponsorship Agreement 2011-2012

### **SUBJECT HISTORY (last 3 years)**

| <b>Council Meeting</b> | <b>Date</b>        |
|------------------------|--------------------|
| <b>Cabinet</b>         | <b>2 June 2011</b> |
| <b>Cabinet</b>         | <b>27 May 2010</b> |



# Equality Impact Toolkit (new version February 2012)

## Section 1: Your details

Council officer:

Email address:

Head of Service:

Chief Officer:

Department:

Date:

## Section 2: What Council function / proposal is being assessed?

### Section 2b: Is this EIA being submitted to Cabinet or Overview & Scrutiny Committee?

Yes / No      If 'yes' please state which meeting and what date

.....

And please add hyperlink to your published EIA on the Council's website

.....

**Section 3:** Will the Council function / proposal affect equality in .....? (please tick relevant boxes)

- Services**
- The workforce**
- Communities**
- Other** (please state)

If you have ticked one or more of above, please go to section 4.

- None** (please stop here and email this form to your Chief Officer who needs to email it to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) for publishing)

**Section 4:** Within the Equality Duty 2010, there are 3 legal requirements. Will the Council function / proposal support the way the Council .....(please tick relevant boxes)

- Eliminates unlawful discrimination, harassment and victimisation
- Advances equality of opportunity
- Fosters good relations between groups of people

If you have ticked one or more of above, please go to section 5.

- None** (please stop here and email this form to your Chief Officer who needs to email it to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) for publishing)

**Section 5:** Will the function / proposal have a positive or negative impact on any of the protected groups (race, gender, disability, gender reassignment, age, pregnancy and maternity, religion and belief, sexual orientation, marriage and civil partnership)?

You may also want to consider socio-economic status of individuals.

Please list in the table below and include actions required to mitigate any negative impact.

| Protected characteristic | Positive or negative impact | Action required to mitigate any negative impact | Lead person | Timescale | Resource implications |
|--------------------------|-----------------------------|---|-------------|-----------|-----------------------|
|                          |                             |   |             |           |                       |
|                          |                             |   |             |           |                       |
|                          |                             |   |             |           |                       |

**Section 5a:** Where and how will the above actions be monitored?

**Section 5b:** If you think there is no negative impact, what is your reasoning behind this?

**Section 6:** What research / data / information have you used in support of this process?

**Section 7:** Are you intending to carry out any consultation with regard to this Council function / policy?

Yes / No – (please delete as appropriate)

If 'yes' please continue to section 8.

If 'no' please state your reason(s) why:

(please stop here and email this form to your Chief Officer who needs to email it to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) for publishing)

**Section 8:** How will consultation take place?

Before you complete your consultation, please email your 'incomplete' EIA to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) via your Chief Officer in order for the Council to ensure it is meeting it's legal requirements. The EIA will be published with a note saying we are awaiting outcomes from a consultation exercise.

Once you have completed your consultation, please review your actions in section 5. Then email this form to your Chief Officer who needs to email it to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) for re-publishing.



**Section 9:** Have you remembered to:

- a) Add a hyperlink to your published EIA on the Council website? (section 2b)
- b) Include any positive impacts as well as negative impacts? (section 5)
- c) Send this EIA to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) via your Chief Officer?
- d) Review section 5 once consultation has taken place and sent your completed EIA to [equalitywatch@wirral.gov.uk](mailto:equalitywatch@wirral.gov.uk) via your Chief Officer for re-publishing?

*Before you finalise this report, please delete section 9*