

## TERMS AND CONDITIONS FOR USE OF THE DONOR RECIPIENT FORM

1. One of the primary purposes of the Sunrise Donut Trailer is to support other community groups and individuals to raise monies in support of their activities provided these organizations meet the criteria of the Sunrise Rotary Club Trust Deed dated 17 May 2022. This is to be determined by the Company Directors of Sunrise Donuts Limited in accordance with requirements outlined in Section 2 of the Constitution of Sunrise Donuts Limited dated 6 June 2022. Participating organizations are to be known as the Donor Recipient and on occasion this may also be the Rotary Club of Christchurch Sunrise as indicated in Section 7.2 (i) of the Trust Deed.
2. The Company Directors are to publish a schedule/programme for the deployment of the Trailer and arrange where possible for donor recipients to be supported on each occasion.
3. Where possible at least one month's notice is to be advised to all parties and the Club stipulating the venue, event, donor recipient and additional logistic requirements where necessary. The Sunrise Donut Donation Partnership Agreement (SDDPA) Form must be completed and agreed by the company directors and the donor recipient prior to the event having identified all costs and logistic requirements for the deployment.
4. Care must be taken to identify and note all associated costs including additional staffing/contract costs and resources that will impact the profit for the event.
5. No commitment beyond the agreed % or hourly rate as applicable for the event can be negotiated unless there is agreement of at least two Company Directors and the donor recipient to vary this rule. Where there is to be a variation to this rule then this is to be approved by the Sunrise Rotary Trust and recorded on the SDDPA form accordingly.
6. On occasion an hourly rate for an individual Donor Recipient may be negotiated as a fair and reasonable remuneration for the contribution made to the operation.
7. The Donor Recipient is to be made aware that there is no guarantee as to the amount of funds they may receive because of their contribution. This will be dependent on factors beyond the control of Sunrise Donuts Ltd. i.e., weather, cost of goods, logistics of the event (electricity, water), additional site fees, etc.

8. The SDDPA form is to be used for each operational deployment of the Donut Trailer as this form becomes an auditable record of the income and distribution of funds. This is a requirement under our registration with the Companies Office and the Charities Commission and directly effects the tax-free status.
9. Applications of up to \$1000, can be authorised by the Directors of Sunrise Donuts Ltd (SD) using the agreement form with the Donor Recipient and in accordance with the Charitable criteria. This is based entirely on the participation in an event by the Donor Recipient as determined by the Directors of SD. All such arrangements must be supported by the contract form attached is to be used.
10. Applications more than \$1000, should be referred to the Rotary Club of Christchurch Sunrise Charitable Trust (RCCSCT) for the requested amount and accompanied with the appropriate documentation/application for funding. The RCCSCT shall consider the application and determine the terms and conditions to approve the application and may still require the applicant to provide labour input to the operation of the Donut Trailer as required by the management of SD. All payment proceeds made under this provision shall be made from the RCCSCT directly.
11. The attached form is to be used when supporting and employing a Donor Recipient on an operational deployment of the Sunrise Donut Trailer to an agreed event.

Signed: \_\_\_\_\_ Donor Recipient

Director Sunrise Donuts Ltd \_\_\_\_\_

Director or authorized signatory on behalf of Sunrise Donuts Ltd

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Date:

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