



All Red Cross people are empowered, engaged and accountable for their contribution to our humanitarian goals



## GIFTS AND HOSPITALITY POLICY

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### POLICY SCOPE

This policy applies to all Red Cross People, staff, volunteers and members

From time to time in my capacity as a Red Cross member of staff, volunteer or member of Red Cross, I may be offered gifts, benefits, or hospitality by someone outside Red Cross.

This policy governs offers or provision of gifts, benefits or hospitality which are intended for me personally, to keep or use; it does not cover gifts, benefits or hospitality intended for Red Cross.

### POLICY STATEMENT

As a general rule and in accordance with the Australian Red Cross Ethical Framework, I will not accept any offer or provision of any gift, benefit or hospitality from anyone outside Red Cross, which arises from any association, or possible association, between me and the giver in connection with my capacity, work or activity as a Red Cross person.

#### A. OFFERS OR PROVISION OF GIFTS, BENEFITS, AND HOSPITALITY

Examples of gifts, benefits and hospitality which I will **never** accept are set out in Section C.

This general rule is subject to three exceptions. These exceptions apply **only** if the offer or provision is **not** an offer which I **must** decline under Section C of this Policy.

##### i) **gifts of token value**

I may accept a gift, a benefit or hospitality from anyone outside Red Cross, if I am confident, it meets all three criteria

1. It is genuinely offered in the spirit of goodwill, **and**
2. the giver is not seeking favoured treatment or anything in return for the gift; **and**
3. it is of a token value (up to \$A300).

##### ii) **gifts of a value greater than \$A300**

Where an offer or provision of a gift, benefit or hospitality meet criteria 1) and 2) above but is likely to be of value of more than \$A300, I must declare it to:

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- my line manager if I am a member of staff or volunteer. My line manager or will be responsible for informing the appropriate Leadership Team member who will decide whether or not I may accept the gift, benefit or hospitality.
- my Divisional Advisory Board Chair, if I am a member who will determine whether I may accept the gift, benefit or hospitality.
- the Chief Executive Officer, if am a Leadership Team member, the decision to accept the offer.
- The Board, if I am a Divisional Advisory Board Chair.

### iii) ***avoiding embarrassment to a giver of a gift provided in good faith***

In some circumstances, declining the offer of a gift of a value greater than \$A300 offered genuinely and in the spirit of good will, and where the giver is not seeking favoured treatment could create inappropriate or unnecessary embarrassment to the giver (e.g. a provision of a gift by another National Society).

In such cases, I will declare the gift to my line manager, my Divisional Advisory Board Chair the CEO, or the Board as appropriate.

If I cannot retain the gift under this policy, I will discreetly return it to the giver or make other arrangements for its disposition as approved by my line manager, or Divisional Advisory Board Chair, the CEO, or the Board.

## **B. SOLICITING A GIFT, BENEFIT, OR HOSPITALITY**

I will not under any circumstance solicit any gift, benefit or hospitality from a person outside Red Cross (including suppliers, donors, or beneficiaries).

## **C. OFFERS A GIFTS, BENEFITS, OR HOSPITALITY THAT MUST BE DECLINED**

### • ***Offers or provision of cash***

I will ***never*** accept an offer or provision of cash.

If an offer of a gift or provision of cash is made to me, which is not in the context of a cash donation in a standard Red Cross fundraising process, I will direct the offer to the fundraising team for collection.

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### • ***Offers made during a procurement or tender process***

I will never accept an offer or provision of a gift, benefit or hospitality of any kind from any person or entity which is in a procurement or tender process with Red Cross.

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I will immediately inform the relevant Leadership Team member and the person responsible for leading the procurement or tender process if any offer of a gift, benefit or hospitality is made to me during a procurement or tender process.

- **Conflict of interest or perceived conflict of interest**

I will decline any offer or provision of a gift, benefit, or hospitality:

- where the third party, or another person, would reasonably perceive that my acceptance of the gift would create an obligation to the third party; or
- where accepting the offer would give rise to a conflict of interest; or
- where accepting the offer would give rise to a perceived conflict of interest.

## D. BREACH OF THIS POLICY

Any Red Cross person found to be in breach of the policy may be subject to disciplinary action in line with Red Cross Disciplinary Action Policy or Divisional Regulations.

## E. DEFINITIONS

<b>'benefit'</b>	includes preferential treatment, privileged access or other advantage
	Examples include access to a private spectator box at a sporting event, a new job or promotion, preferential treatment, or access to confidential information.
<b>'conflict of interest'</b>	a conflict of interest is conflict between a Red Cross person's <ul style="list-style-type: none"><li>• ability to perform their duty to or act in the best interests of Red Cross, and</li><li>• their private interests.</li></ul>
	a conflict of interest can be actual, perceived or potential: <ul style="list-style-type: none"><li>• an <b>actual</b> conflict of interest is one where there is a real conflict between private interests and a Red Cross person's duty to and ability to act in the best interest of Red Cross</li><li>• a <b>perceived</b> conflict of interest is where a third party could form the view that private interests could improperly influence a Red Cross person's duty to and ability to act in the best interest of Red Cross, now or in the future</li><li>• a <b>potential</b> conflict of interest arises where a Red Cross person's private interests could conflict with their duty to or ability to act in the best interests of Red Cross</li></ul>

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<b>'gift'</b>	Includes free or heavily discounted items
<b>'hospitality'</b>	includes the reception and treatment of guests.  Examples include offers of light refreshment, restaurant meals and sponsored travel and accommodation, and tickets to arts or sports event.
<b>'third party'</b>	Any person or organisation, outside Red Cross  A third party includes a supplier, or potential supplier, a beneficiary, or a donor.

## F. REFERENCES

**The Australian Red Cross Ethical Framework**