

SETTLERS PRIMARY SCHOOL

Advertising and Sponsorship Policy and Procedures.



Independent Public School

The *School Education Act 1999* prohibits the dissemination of information to students that “advertises any commercial goods, product or service except as allowed under section 216 (2) (d).” (121 (2) (b)).” The following policy and procedures will be followed by all staff at Settlers Primary School.

Policy

With the exception of advertising and sponsorships that comply with *The School Education Act 1999* and *The School Education Regulations 2000* no advertising or sponsorships of a commercial nature will be disseminated to students attending Settlers Primary School.

Procedures

- At Settlers Primary School only advertising and sponsorship approved by the School Board will be distributed to students and families.
- No advertising of a commercial nature will be included in the school newsletter.
- All advertising and sponsorships for distribution to families via students are to be endorsed by the School Board on an annual basis. Other requests to include or distribute advertising of a commercial nature will be refused.
- Advertising and sponsorship arrangements will be negotiated during Term 1 each year with the agreements commencing in Term 2 and carrying over until the end of Term 1 in the next year.
- The School Board will set a fee for the distribution of advertising pamphlets in Term 1 each year.
- Each agreement will only provide for the distribution of pamphlets by the applicant to a maximum of once per term (four times during the period of the agreement). A fee will be levied according to School Board ratified rates for each time pamphlets are distributed.
- Advertising of a non-commercial (i.e. not for profit or by community groups and charities) will be distributed to families or included in the school newsletter at the discretion of the Principal.
- All advertising or sponsorship arrangements entered into will be documented on the Sponsorship/Advertising Agreement forms attached. Each agreement must be presented to the School Board for consideration endorsement prior to the arrangement being accepted.
- The school will provide a summary of the number and value of current sponsorship and advertising arrangements to the Regional Executive Director by 31 May each year.
- The school will exercise discretion about the type and extent of advertising or sponsorship. Billboards, banners or other prominent acknowledgement or advertising signs will not be used.

Disclaimer

- Acceptance and / or approval of an application by the School Board does not constitute an endorsement of the organisation applying for or entering into the advertising/sponsorship arrangement.
- The School Board does not conduct checks into the qualifications or certifications (including Working With Children Checks) of persons associated with the organisation entering into the advertising/sponsorship arrangement.
- The School Board does not request copies or confirmation of Insurance Certificates (including Public Liability and Professional Indemnity) for any activities or services provided by the organisation entering into the advertising/sponsorship arrangement, where they are not conducted on the school's premises.
- It is the responsibility of any party utilising the activities or services of the organisation entering into the advertising/sponsorship arrangement to undertake their own confirmation of qualifications, certifications and appropriate insurances.
- Settlers Primary School and the School Board does not accept any liability in relation to activities or services provided by an organisation entering into an advertising/sponsorship arrangement.

Definitions

Advertising or Sponsorship – are business activities and can be defined as the negotiated provision of funds, goods or services in exchange for advertising, publicity or other benefits.

Donations – A donation is an unconditional gift of money, goods or services. This policy does not apply to donations.

Commercial goods, product or services – are goods, products or services promoted by an individual or business for profit or reward.

**SETTLERS PRIMARY SCHOOL
ADVERTISING/SPONSORSHIP AGREEMENT
(Section 216(2)(d) of the School Education Act 1999)**

This Agreement is made on _____
(day/month/year)

Between: _____, **Principal, Settlers Primary School**
(the "Principal" for and on behalf of THE MINISTER FOR EDUCATION)

AND _____
(the "Provider")

DEFINITIONS:

1. IN THIS AGREEMENT

"Principal" means the person occupying the position of principal of the school

"Act" means the School Education Act 1999

"Provider" means the party providing goods or services or other benefits in exchange for the right to associate the party's name pursuant to this agreement.

2. PARTIES TO THE AGREEMENT

School: Settlers Primary School

Name and Address of Provider: _____

(If applicant is a company, include ABN and address of registered office).

3. DETAILS OF THE ADVERTISING AGREEMENT

The Principal agrees to distribute approved pamphlets to each family in the school via the eldest student in the school through normal class notice distribution processes. The pamphlet contents must be examined by the Principal prior to distribution. Where the Principal determines that the pamphlet contents, for whatever reason, are not suitable or contravene the *School Education Act 1999*, *School Education Regulations 2000* and/or the *Settlers Primary School Advertising and Sponsorship Policy* the pamphlets will be returned to the provider and payment for distribution will be refunded. The advertisement will be no larger than an A4 sheet. Pamphlets can be distributed a maximum of four (4) times per year and only once per term.

4. FINANCE ARRANGEMENTS

The Provider will be invoiced for the amount of \$100.00 for each time pamphlets are to be distributed to be payable within 30 days of the date of the invoice in exchange for the advertisement being distributed. Payment must be received prior to pamphlets being distributed.

5. PERIOD OF AGREEMENT

From the beginning of Term 2, 20__ until the last day of Term 1, 20__.

6. MINISTER'S OBLIGATIONS

To distribute advertising pamphlets to the eldest student of each family in the school via normal class notice distribution processes.

7. SPECIAL CONDITIONS

N/A

8. CONDITIONS OF THIS AGREEMENT

1. The Minister may at any time cancel this Agreement with immediate effect:
 - (a) If there is any change in Government Policy which may affect dealings with the provider;
 - (b) If the Minister determines that the Provider is not an appropriate person to sponsor a Government education institution;
 - (c) If the Minister is otherwise unable to meet the Minister's obligations or to accept the advertising offered under this Agreement.
2. The minister may at any time cancel this Agreement by giving one month's notice in writing to the Provider.
3. The Provider acknowledges that no agency, employment, joint venture or partnership is created between it and the Minister by the Agreement and undertakes not to hold itself out as having authority to act on behalf of the Minister by virtue of this Agreement.
4. The Provider acknowledges that by accepting this Advertising Agreement, the Minister does not endorse the Provider's products, services or business activities. The Provider acknowledges that it may not use the School name or the existence of the Agreement except as is provided under clause 6 of this Agreement "MINISTER'S OBLIGATIONS".
5. If the Provider so requires, the School will provide to it, at the end of the period of the Agreement, written details of the manner in which goods, services and money provided by the Provider have been applied.
6. The Provider shall indemnify and keep indemnified the Minister and all officers, employees, agents and representatives of the Minister or the Education Department of Western Australia against any and all actions, suits, claims, demands, proceedings, loss or damage suffered, made against or incurred by any of those indemnified persons arising out of or from or in connection with this Agreement.

7. The Provider may not assign or transfer or purport to do so, this Agreement or any rights in it or parts of them without prior consent in writing by the Minister for Education or nominee.
8. If there is a conflict or inconsistency between clause 8 and any other provision of this Agreement, clause 8 will prevail to the extent of that conflict or inconsistency.

9. OFFER OF ADVERTISING ARRANGEMENT

On behalf of the above named Provider, I agree to provide the funds, goods and services or other benefits described above and agree to comply with the conditions and special conditions as set out above.

Signature: _____ Date: _____

Name: _____

Position: _____

11. ENDORSEMENT BY SCHOOL COUNCIL (Section 216(5) of the Act)

Signature: _____ Date: _____

Name: _____

Office held: _____

12. ACCEPTANCE

On behalf of the Minister for Education, I accept the offer of advertising described above subject to the conditions and special conditions set out above.

Signature: _____ Date: _____

Name: _____

Office held: _____