



## **ADVERTISING AND SPONSORSHIP POLICY AND GUIDELINES**

### **BACKGROUND**

In keeping with the School Education Act 1999 and Regulations the Swanbourne Primary School Council permits advertising and sponsorship consistent with the generally accepted values, purposes and goals of school community. It is the intention that advertising and sponsorship will not generate pressure on children, parents or teachers to purchase particular goods or services, subscribe to particular beliefs or attitudes or pursue particular courses of action.

The School Council will approve all advertising and sponsorship proposals. (Noting that we need to be aware that the school is liable for Goods and Services Tax (GST) on advertising and sponsorship, if the advertiser or sponsor receives any commercial benefit from the agreement).

### **DEFINITIONS**

#### **1.1 ADVERTISING OR SPONSORSHIP**

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.

Advertising or sponsorship agreements involve an exchange of money, goods or services and are therefore contracts for the supply of goods and services. As such they must comply with *State Supply Commission policies* and the *Western Australian Public Sector Code of Ethics*.

#### **1.2 DONATIONS**

A donation is an unconditional gift of money, goods or services. These procedures and guidelines do not apply to donations.

### **2 RELEVANT LEGISLATION/AUTHORITY**

*School Education Act 1999 112(1)(d), 216 (5), 221 (2),  
School Education Act 1999 Regulations 49, 50, 51, 52 and 53  
Financial Administration and Audit Act 1985  
State Supply Commission Policy  
Western Australian Public Sector Code of Ethics*

### **3 PROCEDURES**

3.1 The standard advertising or sponsorship agreement form (*appendix 1*) must be used for all advertising or sponsorship arrangements.

- 3.2 The School Council will provide a summary of the number and value of current arrangements and agreements to the District Director by 31 May each year.
- 3.3 The School Council will exercise discretion about the type and extent of advertising or sponsorship activities, however advertisers and sponsors must not require the school to erect billboards, banners or other prominent acknowledgement or advertising signs.
- 3.4 The School Council will prepare a risk analysis for sponsorship arrangements (see 4.3).

## **4 GUIDELINES**

### **4.1 WRITTEN UNDERSTANDING OF AGREED ARRANGEMENTS.**

For advertising or sponsorship arrangements less than \$250, the School Council will seek a written understanding of the agreed arrangements.

### **4.2 ACCEPTABLE FORMS OF ADVERTISERS OR SPONSORS IDENTIFIERS AND LOGOS, PERMITTED LOCATIONS AND PHYSICAL APPEARANCE OF SIGNAGE**

4.2.1 The Education Department of WA logo and the Swanbourne Primary School's logo should be prominently displayed in conjunction with any corporate logo used in an activity, on any printed matter or on clothing.

4.2.2 The advertiser's or sponsors corporate logo should be no bigger than the Departmental logo or school logo.

4.2.3 Advertiser or sponsor acknowledgement should be in a form which is consistent with the ethos and values of Swanbourne Primary and the Department of Education and Training and which can be associated with public education without causing community concern.

4.2.4 The advertiser's or sponsor's name, trademark, logo or symbol may be displayed on sporting or similar apparel or other locations but should conform to acceptable standards of ethics and good taste.

4.2.5 The school should neither insist on students wearing clothing carrying an advertiser's or sponsor's name, trademark, logo or symbol, nor constrain students from participating in the sponsored activity.

4.2.6 Plaques or small signs acknowledging the sponsor can be displayed on or near equipment supplied by the sponsor.

4.2.7 Advertisements or written acknowledgements of sponsors are permitted in school newsletters.

### **4.3 CHECK LIST TO ASSIST WITH RISK ANALYSIS**

4.3.1 Are the obligations of the parties clear?

4.3.2 Has the valuation of all monetary and non monetary benefits been included in the total cost?

4.3.3 Are educational materials to be provided clearly identified with the advertiser's or sponsors corporate logo?

4.3.4 Is the agreement consistent with the ethos and values of school education?

4.3.5 Has the advertiser or sponsor previously provided advertising or sponsorship to the school or other schools?

4.3.6 Is there any possibility of damage to Swanbourne Primary School's or Department of Education and Training's reputation and image?

4.3.7 Can any liability to the School, the Department of Education and Training or the State arise from commission arrangements?

4.3.8 Does the advertising or sponsorship agreement imply that a product or service is recommended by the School or the Department of Education and Training?

4.3.9 Does the advertiser or sponsor require acceptance of the advertising or sponsorship agreement to be a condition for student participation in the sponsored activity or program?

Note: Where there is doubt as to the suitability of an organisation, the advertising or sponsorship agreement negotiations should not proceed until written advice has been obtained from the Executive Director Schools.

### **4.4 ADVERTISING OR SPONSORSHIP AND COMMERCIAL AGENTS**

Where a Commercial Agent is involved in negotiating an advertising or sponsorship agreement the Principal or Manager should:

4.4.1 Ensure that any commission arrangements are between the Commercial Agent and the advertiser or sponsor; and

4.4.2 Ensure that the School and the Department of Education and Training incurs no liability from any commission arrangements.

### **5 EFFECTIVE DATE**

1<sup>st</sup> January 2001

### **6 REVIEW DATE**

8<sup>th</sup> November 2004



Appendix 1

**SPONSORSHIP AGREEMENT**  
**(Section 216(2)(d) of the School Education Act 1999)**

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

**Between:**

\_\_\_\_\_  
**(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** \_\_\_\_\_

**Name and Address of Provider**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**3. DETAILS OF THE ADVERTISING OR SPONSORSHIP AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



III. The Provider acknowledges that no agency, employment, joint venture or partnership is created between it and the School Council by the Agreement and undertakes not to hold itself out as having authority to act on behalf of the School by virtue of this Agreement.

IV. The Provider acknowledges that by accepting this Advertising or Sponsorship Agreement, the School Council 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".

V. 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.

VI. The Provider shall indemnify and keep indemnified the School Council and all officers, employees, agents and representatives of the Minister or the Department of Education and Training 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.

VII. 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.

**9. 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.**

#### **10. OFFER OF ADVERTISING OR SPONSORSHIP 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 or sponsorship described above subject to the conditions and special conditions set out above.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Principal or nominee)  
Name \_\_\_\_\_  
Office held \_\_\_\_\_