

Policy Group:	Marketing	Policy No
POLICY:	Third Party Marketing	M1
Date Adopted :	December 2020	
Review date:	December 2023	

## THIRD PARTY MARKETING POLICY

### 1 Purpose of this policy

- 1.1 Montessori Schools and Centres Australia (“MSCA”) permits external/partner third party organisations to market or promote their activities, services and products through Montessori Schools and Centres Australia from time to time.
- 1.2 The purpose of this policy is to set out the principles, guidelines and procedures governing the body’s approach to third party marketing. The policy, together with the procedural documents listed in section §14, must be read and understood by the external organisations involved and by those within MSCA who are charged with making decisions.

### 2 Principles

In permitting external organisations to market or promote their activities, services and products through MSCA the following principles will inform all decisions and arrangements:

- 2.1 MSCA does not endorse the organisation or its activities, services or products. In permitting an external organisation to market through MSCA, MSCA takes a neutral stance and will not encourage or pressurise members to purchase or engage with the activities, services or products that are being promoted.
- 2.2 External organisations agree that they will not act in a way which is contrary to these principles or MSCA's values when marketing through MSCA.
- 2.3 The purpose of any marketing activity must be clear and transparent so that members of the MSCA community can have full confidence in the motivation of the external organisation as it seeks to engage with MSCA in promoting its activities, services or products.
- 2.4 MSCA’s values and ethos are set out in the MSCA objectives which are:
  - (a) To advance education by promoting the pedagogical principles and practice formulated by Dr Maria Montessori for the full development of the human being;
  - (b) To assist, strengthen, represent and promote the interests of its members in any way whatsoever;
  - (c) To support and encourage Montessori education in Australia;
  - (d) To foster, promote and sustain a climate in which Montessori education becomes or remains pre-eminent in early childhood, primary and secondary education;
  - (e) To support and encourage the establishment and sustainability of bodies delivering Montessori education and programs to ensure more children have access to Montessori education in Australia;
  - (f) To represent in a professional manner the collective interests of members to Government at all levels, other regulatory bodies, other relevant peak bodies, media, and the general public;
  - (g) To do all such other lawful things as are incidental or conducive to the attainment of any of the above purposes.
- 2.5 In line with its Privacy Policy, MSCA will not give any third party external organisation access to the personal details of community members.
- 2.6 The MSCA Board reserves the right to revoke this policy at any stage if it believes such a decision is in the best interests of MSCA and its members.

### 3 Aims of the policy

- 3.1 To set out the basis on which MSCA will agree to third party marketing by an external organisation;
- 3.2 To identify the basis for the terms and conditions which will apply to these Marketing Agreements.

### 4 Legal and regulatory basis for compliance

- 4.1 Privacy Act 1988 (Cwlth)

### 5 Reasons for permitting external organisations to market or promote their activities, services and products to MSCA members

- 5.1 MSCA permits external organisations to market or promote their activities, services and products within the MSCA community:
  - (a) In order to strengthen the MSCA community and to create enriching opportunities for schools and centres through making them aware of educational and related activities, services and products;
  - (b) To be a supporter within the Montessori community by permitting such organisations to advertise;
  - (c) As a source of income.
- 5.2 MSCA will take into consideration the external organisation's stated or perceived motivation when making decisions permitting them to market or promote their activities, services or products. MSCA is more likely to enter into a Marketing Agreement with those organisations that demonstrate a wish (in this order)
  - (a) To enrich the learning or wellbeing of children and their families;
  - (b) To be connected in partnership with MSCA on the basis of aligned values;
  - (c) To provide activities designed to encourage people, and particularly principals, teachers and centre directors, to make a difference by helping each other;
  - (d) To fundraise for organisations whose purpose is to help others;
  - (e) To provide activities, services or products for people living and working in the Montessori community;
  - (f) To have access to potential customers or participants whether paying or not;
  - (g) To benefit from lower advertising costs than elsewhere.
- 5.3 Priority will be given to the following types of external organisations (in this order):
  - (a) Current MSCA members
  - (b) All others.
- 5.4 MSCA will retain a record of the external organisations that enter into a Marketing Agreement by calendar year. The MSCA Board will review the record at regular intervals to monitor the application of the policy and to ensure a balance in the range of organisations that are entering into Marketing Agreements. The Board will also use the record to gauge the impact of the agreements on the core business of the organisation to ensure the impact is not too onerous or distracting.

### 6 Decisions to allow external organisations to market through MSCA

- 6.1 External organisations wishing to market through MSCA (whether using written material, via a promotional activity or by social media) must submit a Third Party Marketing Application Form to the Communications and Marketing Committee for consideration.
- 6.2 Decisions as to whether the application to market through MSCA will be approved are taken by the MSCA Board in their complete discretion. The decision will be final.
- 6.3 MSCA will create a Marketing Agreement in relation to each approved application. The Marketing Agreement will outline the specific terms and conditions, as well as the fees associated with each individual marketing arrangement.

## 7 Decisions to refuse external organisations to market within the MSCA community

- 7.1 MSCA will not permit the marketing or promotion of any activities, services or products which are political, religious, or which include, in the MSCA Board's opinion, material which is obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way or which may breach community cohesion.
- 7.2 In order to make informed judgments, the MSCA Board reserves the right to ask for the marketing or promotion material to be made available at least 14 days before the date for which the promotion is sought.
- 7.3 As part of the Marketing Agreement, the external organisation will also be required to provide details of the activity, services or products being marketed or promoted prior to the promotion date. If this information is not received, the MSCA Board reserves the right to refuse/cancel the Marketing Agreement.
- 7.4 MSCA will not agree to requests from external organisations which in the view of the MSCA Board:
- (a) Could bring MSCA into disrepute;
  - (b) Act in an unethical or unlawful way;
  - (c) Act in ways that that involve discriminatory practices against any individual or group based on gender, sexual orientation, religious or political affiliation, citizenship, age, race or ethnicity, record of offences, disability, income or family status;
  - (d) Sell alcohol;
  - (e) Promote gambling;
  - (f) Create products and/or services that cause physical harm to human beings or animals;
  - (g) Could have the ability to exercise, directly or indirectly, control or significant influence over the Montessori community;
  - (h) Are allied to a political party and/or seek to market or promote activities for electioneering or political purposes.
- 7.5 MSCA will limit the number and length of Marketing Agreements any one organisation may enter into each year.

## 8 Types of marketing materials or promotional activities

Marketing of promotional material or activity may take the following forms:

- 8.1 All types of marketing or promotional activities must be clearly labelled with the name of the external organisation so that members of the community can see immediately whether the information comes from MSCA or not.
- 8.2 Written promotional material such as a flyer or an entry into the newsletter:
- (a) All written promotional material must be authorised by a named person representing the external organisation;
  - (b) The material must be dated and must contain the name and contact details of the responsible person;
  - (c) The number, size and quality of the written material must follow the guidelines specified in the Marketing Agreement;
  - (d) Written promotional material will be removed and destroyed following the authorisation date or, in the case of an activity being promoted, immediately after the date of the activity.
- 8.3 Promotional activity such as a workshop or taster activity which introduces students or parents to an activity, service or product or which rewards members for participating in the activity.
- (a) Any such promotional activity is voluntary and members retain the right to exclude their school or centre from the activity;
  - (b) Any monetary or other benefits that MSCA may receive must be communicated clearly to the MSCA members.
- 8.4 Social media
- (a) All promotional material on social media platforms must be authorised by a named person representing the external organisation.
  - (b) The material must be dated and must contain the name and contact details of the responsible person.

- 8.5 In allowing an organisation to market or promote their activities, services or products within the MSCA community, permission does not necessarily extend to the use of MSCA's branding (e.g. name, logon the organisation's promotional materials).

## 9 Marketing Agreement terms and conditions

- 9.1 Current members may apply to market to MSCA members. MSCA may charge a nominal fee to cover costs only when permitting such Marketing Agreements.
- 9.2 Commercial marketing and promotion will be charged on the basis of full cost recovery together with an income margin which will be used to support other MSCA activities to support the Montessori community.
- 9.3 The Marketing Agreement will state clearly whether the marketing or promotion is directed at adults or children or both. Marketing which is directed at children must be appropriate, ethical and age-appropriate recognising that parents are the primary decision-makers.
- 9.4 The Marketing Agreement will state clearly the conditions under which the MSCA logo and branding may be used, if at all.

## 10 Charges

- 10.1 The MSCA Board is responsible for determining the charge levied on external organisations (including schools and centres) which market to MSCA members.
- 10.2 The Marketing Agreement charge may cover some or all of:
- (a) The cost of administration and resources;
  - (b) GST as applicable
- 10.3 Full details of the charges to be levied are set out in the Marketing Agreement.

## 11 Complaints

- 11.1 Complaints from the external organisation to MSCA will be handled through MSCA's Grievance Policy.
- 11.2 Complaints from MSCA members regarding breaches of the Third Party Marketing Policy will be handled through MSCA's Grievance Policy.
- 11.3 Complaints from MSCA members regarding the content of the marketing material or promotional activity will be handled by the external organisation through its own complaints policy. MSCA must be informed of any such complaints as soon as they are known and the outcome or resolution.

## 12 Roles and Responsibilities

- 12.1 The MSCA Board is responsible for
- (a) Determining this policy and reviewing it on an annual basis;
  - (b) Agreeing the schedule of charges and the basis on which charges are made.
- 12.2 The Communications and Marketing Committee is responsible for
- (a) Making decisions and recommendations to the MSCA Board as to which applications to approve (or Marketing Agreements to cancel) and the terms and conditions contained within them;
  - (b) Ensuring the Terms and Conditions of the Marketing Agreement are fulfilled;
  - (c) Ensuring each approved application has its own Marketing Agreement.

- 12.3 The external organisation is responsible for
- (a) Abiding by the terms of the Third Party Marketing Policy and Marketing Agreement;
  - (b) Informing MSCA of any complaints and the outcomes or resolutions.

### 13 Links to other policies

- 13.1 MSCA Privacy Policy
- 13.2 MSCA Grievance Policy

### 14 Procedural Documents

- 14.1 Third Party Marketing Application Form
- 14.2 Marketing Agreement

### 15 Policy Review

- 15.1 The MSCA Board will review this policy and monitor its implementation on a triennial basis. Fees will be reviewed annually.