

## ICAS Assessments™, Reach Assessments™ and the Scout Assessment™ Terms and Conditions

### **Background**

This Agreement establishes the terms and conditions upon which Janison Solutions Pty Ltd (ACN 081 897 494) of 80 Bay St, Ultimo, NSW 2007 (referred to as 'we' or 'Janison') through its ICAS Assessments division will provide the Products and Services to a Registered School and upon which the Registered School (also referred to as 'you' throughout this Agreement) or Parent agrees to purchase the Products and Services. You acknowledge that you have read, understood and agree with these terms of use. If you have any objection to any of these terms of use, you must immediately cease all use of the Products and Services.

We reserve the right to amend these terms of use at any time. All amendments to these terms of use will be notified in writing to you or posted online. You acknowledge that it is your responsibility to regularly check for updates to these terms of use. Your continued use of the Products and Services after updated terms of use have been posted will be deemed to constitute your acceptance of those updated terms of use.

### **General Terms and Conditions**

#### **1. Defined Terms and Structure**

1.1 This Agreement consists of the following documents:

- 1.1.1 these General Terms and Conditions, which apply to all Products and Services;
- 1.1.2 the Product-specific Terms for the Product and Services (if applicable); and
- 1.1.3 any Order.

1.2 Defined terms in this Agreement have the meaning given to them in the Definitions section.

#### **2. Purchasing Process**

2.1 You may only purchase the Products and Services if you are a Registered School.

2.2 To purchase the Product and Services, you must:

- 2.2.1 submit an Order through the ICAS Assessments Online Shop;
- 2.2.2 submit a School Purchase Order including, where relevant, in response to the Sales Proposal provided by Janison; or
- 2.2.3 use any other method made available by Janison.

2.3 If you are purchasing the Products and Services through the ICAS Assessments Online Shop, you must:

- 2.3.1 first register on the ICAS Assessments Online Shop or such other site made available by Janison; and
- 2.3.2 use the School Code and School Password issued to you through the ICAS Assessments Online Shop to submit an Order.

#### **3. Payment of the Prices and Administrative Fees**

3.1 Prices for the Products and Services and Administrative Fees are as set out on the ICAS Assessments Online Shop as at the time of your Order.



3.2 If you are purchasing the Products and Services through the ICAS Assessments Online Shop, you must pay the Price and Administrative Fees before submitting your Order.

3.3 If you are purchasing a Product and/or a Service by submitting a School Purchase Order:

3.3.1 Janison will issue an invoice in respect of the Price and Administrative Fees;  
and

3.3.2 you must pay each invoice issued by Janison to you within 30 days of the date of the relevant invoice.

3.4 You must pay the Price and Administrative Fees by credit card or electronic funds transfer.

3.5 You may direct the Parent to pay Janison for the Product and/or Service using any parent payment system made available by Janison from time to time (Payment Direction).

3.6 Notwithstanding clause 3.5, the Registered School will at all times be responsible for the payment of the Price and Administrative Fees under a Payment Direction or otherwise and must indemnify and hold harmless Janison and its Related Bodies Corporate against all Loss sustained, incurred or suffered by Janison and its Related Bodies Corporate as a result of the Registered School directing the Parent to pay Janison for the Product and/or Service, including:

3.6.1 any act, omission or failure by a Parent to pay the Price and Administrative Fees to Janison under the Payment Direction;

3.6.2 any third-party claim made by a Parent or other third party in relation to the payment due under the Payment Direction, including in respect of any refund or credit note;

3.6.3 any omission or failure by a Parent to notify the Registered School that it has cancelled a payment for the Product and/or Service;

3.6.4 any third-party claim made by a Parent or other third party in relation to the Registered School's failure to conduct an Assessment arising from another Parent or other Parents cancelling a payment for the Product and/or Service; and

3.6.5 any failure by the Registered School to comply with any applicable laws (including the Australian Consumer Law to the extent it applies to the Products and Services).

3.7 If a Parent has complied with a Payment Direction given under clause 3.5 of these General Terms and Conditions, Janison may, subject to applicable laws and Janison's refund policies:

3.7.1 directly respond to a request for a refund or a cancellation from a Parent and grant a refund to a Parent; or

3.7.2 where Janison grants a refund to the Registered School pursuant to clause 7 of these General Terms and Conditions:

(a) provide the refund to the Registered School and the Registered School must provide such refund to the Parent within 14 (fourteen) days of the Registered School receiving such refund from Janison;

(b) on the Registered School's behalf, arrange for any refund to be provided directly to a Parent.



#### 4. Delivery of Products and Services

Janison will deliver the Product and/or provide the Service to you after it has received payment from you. Janison will use all reasonable endeavours to ensure that you receive access to the Product and/or receive the Service within the timeframe set out in clause 1 and clause 3.1.2 of the Product-specific Terms (as applicable).

#### 5. Use of the Product and Conduct of Assessments

5.1 Registered Schools must:

5.1.1 only use the Products through the interfaces provided by Janison and the Products and Services for the purpose of conducting the Assessments purchased;

5.1.2 ensure that their staff and Students, use the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;

5.1.3 ensure that only Students who meet the relevant Eligibility Criteria sit the Assessment;

5.1.4 arrange for Students undertaking Assessments to be supervised by a registered teacher or a member of staff nominated by the principal of the Registered School;

5.1.5 ensure that you only access the Product, Product Platform and Service through your unique user account. You are solely responsible for the activity that occurs on your account and for all liabilities incurred through your account. We are not responsible for any unauthorised activity on your account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities; and

5.1.6 ensure that all hardware and firewall restrictions do not prevent or limit access to the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;

5.1.7 must ensure that their staff and Students do not:

(a) interfere or disrupt any technological protection measures on the Product Platform or in the Product;

(b) combine, integrate or otherwise use the Product or Product Platform with any other application, device, system or thing if this is not contemplated by the Assessments User Guide or other written instructions of Janison or its Authorised Business Partners;

(c) resell, reproduce, decompile or reverse-engineer the Product Platform or Product; or

(d) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools;

(e) disclose any School Code or School Password to any other person. If such disclosure has, or the Registered School believes that such disclosure may have, occurred (whether intentionally or accidentally), then the Registered School must immediately inform Janison. The Registered School must (and must procure that its staff and Students) change School Passwords regularly;

5.1.8 and use the Products and receive the Services and perform their obligations under this Agreement in accordance with all applicable laws (including the Australian Consumer Law and Australian Privacy laws to the extent it applies to the Products and Services).



5.2 Janison may vary the format in which it makes the Product available to you, from time to time, by posting a notice on the ICAS Assessments Online Shop or by otherwise notifying you in writing.

## 6. Intellectual Property

6.1 Janison, its Authorised Business Partners and other third parties own all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform. Nothing in this Agreement transfers any right, title or interest in the Intellectual Property Rights of Janison, its Authorised Business Partners or any other third party to you.

6.2 Subject to clause 6.3, you and your staff and students must not produce, transmit, communicate, adapt, distribute, license, sell, modify or publish or otherwise use, any part of the Product or Product Platform without the permission of the relevant Intellectual Property Rights holder. This material includes, but is not limited to, the design, layout, look, text, appearance, images and the underlying computer code, whether the source code or object code.

6.3 Janison grants you a non-exclusive, royalty-free, sub-licensable licence to reproduce, publish or communicate the Product or Product Platform to the extent necessary to conduct an Assessment.

6.4 Staff and students are prohibited from taking photographs, screen shots or otherwise copy the text/images of any test items (questions) that appear on the screen.

6.5 Unauthorised use of the Product or Product Platform or any materials in which intellectual property rights subsist may give rise to a claim for damages or criminal action.

## 7. Cancellations, refunds and credit notes

7.1 If Janison is unable to deliver an Assessment during a Sitting Period (or a further agreed Alternative Sitting Period) due to reasons within Janison's reasonable control, Janison will either provide the Registered School with another Sitting Period upon a request in writing from the Registered School or, in Janison's sole discretion, shall provide a full refund of all monies paid by the Registered School.

7.2 A Registered School may request a refund or credit note for a Product and/or Service by completing a Refund Request Form if the Registered School:

7.2.1 makes an error when purchasing a Product and/or Service and submits a request for a refund or credit note within 5 business days of the date of its Order or such longer period that Janison may determine in its discretion; or

7.2.2 suffers unforeseen circumstances (such as a merger or closure) that render it impractical to conduct an Assessment during a Sitting Period (or agreed Alternative Sitting Period) and provides the supporting documentation requested by Janison, including (a) evidence that the Registered School has refunded any amounts that it has charged parents, guardians or others in respect of a Student's participation in the relevant Assessment or a written undertaking that the Registered School will provide such a refund within 14 days and evidence that the Registered School has refunded the amounts within this time; and (b) evidence of the unforeseen circumstances rendering it impractical for the Registered School to conduct the Assessment within the Sitting Period or agreed Alternative Sitting Period.



7.3 Janison will consider, in its absolute discretion, whether to grant a refund or credit note if it receives a Refund Request Form from a Registered School pursuant to clause 7.2.

7.4 Janison will only issue refunds or credit notes for complete, unused and undamaged Scout Assessment Booklets if the Registered School returns them within 21 days after the Registered School received the Scout Assessment Booklets.

7.5 If Janison grants a credit note or refund, it will charge an Administrative Fee. Registered Schools have one year from the date of issue to use a credit note.

7.6 In the event that a Registered School elects to unilaterally cancel a Test Event, the Registered School shall be responsible for notifying and informing parents of their intention to cancel and in those circumstances Janison shall not be liable for any refund to the parents.

## **8. Personal Information**

8.1 Janison will collect Personal Information from a Registered School for the purposes of:

8.1.1 delivering the Products and Services to the Registered School; and

8.1.2 generating reports, conducting research and analysis and improving its Products and Services.

8.2 With respect to each Student who will sit an Assessment, the Registered School will need to collect the Personal Information of the Student and disclose such Personal Information to Janison for the purposes set out in clause 8.1.

8.3 The Registered School must obtain consent from the Student's parent or guardian for Janison to collect the Student's Personal Information for the purposes set out in clause 8.1. At the time of its collection of Personal Information from the Student, the Registered School must issue a privacy collection statement in the form set out in Attachment A of these General Terms and Conditions.

8.4 Each party will only collect, use and disclose Personal Information in accordance with the Privacy Act and must do all things requested in writing by the other party (acting reasonably) to enable the other party to comply with all requirements of the Privacy Act.

8.5 Once a staff member of a Registered School registers to make purchases at the ICAS Assessments Online Shop, Janison or its agents may email or otherwise contact the staff member of that Registered School (but not any Students or Parents) from time to time in order to:

8.5.1 share information about other Janison products and services; and

8.5.2 invite the Registered School to participate in research, marketing and promotional activities undertaken by Janison for its ICAS Assessment product or other Janison products and services.

8.6 The Registered School may opt out of receiving the communications referred to in clause 8.5 at any time by contacting Janison or, in the case of electronic messages, using the unsubscribe facility included in the message.

## **9. Disclaimer of Warranty and Limitation of liability of Janison**

### **9.1 Disclaimer of Warranty**

To the maximum extent permitted by law but subject to clause 9.2 and clause 9.3, Janison excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or



availability of any statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees that the Products or Services are of satisfactory quality or fit for their purpose).

## 9.2 Limitation of Liability

9.2.1 Subject to clause 9.3, neither party will be liable to the other party under or in respect of this Agreement for any consequential, indirect or special damages, regardless of whether that liability arises in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise howsoever arising.

9.2.2 You assume responsibility for the use and results obtained from the use of the Products or Services.

9.2.3 To the maximum extent permitted by law and subject to clause 9.3, Janison's total liability of any kind to a Registered School arising out of or related to this Agreement (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort (including negligence or consequential loss), breach of statute or otherwise, exceed the total Price paid by the Registered School in respect of the Products and Services in the immediately preceding 12 month period (determined as of the date of any final judgment in an action).

## 9.3 Statutory Rights and Consumer Guarantees

Nothing in this Agreement is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) (CCA) or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into this Agreement or provides statutory guarantees in connection with this Agreement, in respect of goods and services supplied, Janison's liability for breach of such a condition, warranty, other term or guarantee is limited (at Janison's election):

9.3.1 in the case of supply of the Products, Janison doing any one or more of the following:

- (a) replacing the Products or supplying equivalent goods;
- (b) repairing the Products;
- (c) paying the cost of replacing the Products or of acquiring equivalent goods; and/or
- (d) paying the cost of having the Products repaired; or

9.3.2 in the case of supply of Services, Janison doing either or both of the following:

- (a) supplying the Services again; and/or
- (b) paying the cost of having the Services supplied again.

## 10. Termination

10.1 Either party may terminate this Agreement, without cause, upon 60 days' prior written notice to the other party, subject to you paying any outstanding Prices and Administrative Fees due to Janison.

10.2 Either party (Terminating Party) may terminate this Agreement immediately by notice if the other party (Defaulting Party):



10.2.1 has breached any term of this Agreement which is not capable of being remedied;

10.2.2 has breached any term of this Agreement which is capable of being remedied, and has failed to remedy such breach or non-compliance within thirty (30) days of the date of notice from the Terminating Party requiring rectification of the breach or non-compliance; or

10.2.3 becomes insolvent, is unable to pay their debts when due or suffers a similar event.

## 11. General

11.1 This Agreement is governed by, construed and takes effect in accordance with the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

11.2 Janison will not be in breach of this Agreement for any failure to comply with this Agreement that is caused by or arises from any event or circumstances beyond their control, including any pandemic, unforeseen acts of God or of governments and regulatory authorities (Force Majeure Event), and the time for performance of any impacted obligation(s) will be extended accordingly. If a party's performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event it shall notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event as soon as reasonably practicable and, as soon as reasonably practicable after cessation of the Force Majeure Event, resume full performance of its obligations under this Agreement.

11.3 A Registered School may not assign, transfer, novate or otherwise dispose of any or all of its rights and/or obligations under this Agreement without prior written consent from Janison (which must not be unreasonably withheld). Janison shall be entitled to assign, without consent, all or any of its rights and/or obligations under this Agreement to any person or entity.

11.4 This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

11.5 The rights, powers, privileges and remedies provided under any provision of this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of this Agreement or by applicable law or otherwise.

11.6 Subject to any express provisions to the contrary, each party must pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

11.7 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership, any relationship of agency or an employment relationship between the parties.

11.8 This Agreement may be executed via an online process or by way of electronic signature or other method and may be executed in counterparts, all of which taken together constitute one document.



11.9 Janison may modify this Agreement at any time by posting a revised version on the ICAS Assessments Online Shop or by otherwise notifying you in writing. If Janison makes a major modification to this Agreement, Janison will let you know in writing (Major Modification Notice), and if you do not agree to the change in the Major Modification Notice, you can terminate this Agreement in whole or in part by giving us written notice within 30 days of receiving the Major Modification Notice.

11.10 The following clauses survive the expiry or earlier termination of this Agreement: clause 3, clause 6, clause 8, clause 9 and clause 11.

## 12. Definitions

In these Terms and Conditions, except where the contrary intention is expressed, the following definitions are used:

**Access Commencement Date** means the date on which IJanison issues access instructions to a Registered School in respect of the Product.

**Access Period** means the period commencing on the Access Commencement Date and ending at 11:59pm on 31 December that calendar year.

**Account Set-up** means for a Product which is available in an online version, the process during which IJanison will request Required Data from a Registered School in order to issue access instructions associated with a purchase of that Product.

**Administrative Fees** means administrative fees that Janison charges in respect of processing refunds, credit notes or performing other administrative and/or logistics tasks in connection with the supply of the Product or Services, the rate(s) for which are specified on the ICAS Assessments Online Shop and/or Product Site at <https://www.icasassessments.com/event-calendar/>

**Alternative Sitting Period** means a period of time for Sittings other than the Sitting Period. Assessment means an assessment associated with the Product.

**Assessments User Guide** means the user administration guide and other administrative instructions or protocols on how to use the Product, as published by Janison or on the ICAS Assessments Online Shop or as communicated to the Registered School from time to time.

**Authorised Business Partner** means persons that Janison identifies in writing as its authorised business partners from time to time, either on the ICAS Assessments Online Shop or Product Site, or in direct communications with a Registered School.

**Booklets** means in relation to a Product that is available in printed form, the printed assessment booklets and answer sheets for that Product, and includes the Scout Assessment Booklets.





**Closing Date** means the date by which Orders in respect of relevant Products and/or Services must be made, as published on the Product Site.

**Designated Institution** means such institutions that Janison determines are eligible to purchase the Product and Services from time to time.

**Eligibility Criteria** means any criteria that a Student must satisfy in order to attempt an Assessment as set out in the Product-specific Terms Schedule.

**General Terms and Conditions** means the terms and conditions on which Janison will provide the Products and Services to you as set out at the start of this Agreement.

**Intellectual Property Rights** means all forms of intellectual property rights throughout the world including (present and future) copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, trade marks, signs, distinctive marks, devices, models, formulae, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda and notes.

**ICAS Assessments Customer Service** means the ICAS Assessments customer service team who may be contacted using the details at <https://www.icasassessments.com/contact-us/>

**ICAS Assessments Online Shop** means ICAS Assessments online shop located at <https://www.icasassessments.com/shop>

**Loss** includes claims, actions, proceedings, losses, damages, liabilities and costs (including legal expenses).

**Order** means an order from you for the purchase of the Products and Services from Janison, including a School Purchase Order.

**Parent** means a parent or guardian of, or any person who is responsible for the care of, a Student.

**Payment Receipt Date** means the date on which Janison receives payment from a Registered School for the Products and Services.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Price** means the price for the Product and Services as set out or referred to in the ICAS Assessments Online Shop and/or Product Site, at the time of your Order.

**Privacy Act** means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles.



**Product** means each of the ICAS Assessments™, Reach Assessments™ and the Scout Assessment™ products, as further described in the Product-specific Terms and as may be amended or updated from time to time.

**Product Platform** means any online platform on or online format in which Janison makes the Product available.

**Product Site** means the ICAS Assessments website for the Product and/or Services, located at <https://www.icasassessments.com/products>.

**Product-specific Term** means a term that applies to a specific Product and/or Service, as set out in the Product-specific Terms Schedule.

**Product-specific Terms Schedule** means the schedule containing the Product-specific Terms set out at the end of this Agreement.

**Refund Request Form** means the form that a Registered School must use to request a refund or credit note for a Product and/or Service and as provided by Janison upon request by the Registered School.

**Registered Home School** means a home school registered by the relevant government department or agency responsible for administering the school system in the jurisdiction in question, to permit a person (usually a parent or guardian of a student) to home school their child or children.

**Registered School** means:

(a) a school registered by the relevant government department or agency responsible for administering the school system in the jurisdiction in question and includes a Registered Home School; or

(b) a Designated Institution.

**Related Body Corporate** means a related body corporate as that expression is defined in the *Corporations Act 2001* (Cth).

**Required Data** means the data that Janison requires from a Registered School in order to set-up the Registered School's access to the Product and Services.

**Sales Proposal** means a proposal by Janison through its ICAS Assessments Online Shop to a Registered School to purchase the Product and Services.

**School Code** means the unique code that Janison allocates to a Registered School upon registration to access the ICAS Assessments Online Shop.

**School Password** means the unique password that Janison allocates to a Registered School upon registration on the ICAS Assessments Online Shop.



**School Purchase Order** means the purchase order which a Registered School will be requested to submit to Janison if the Registered School wishes to purchase the Product and Services, including where relevant in response to a Sales Proposal by Janison or the ICAS Assessments Customer Service team.

**Scout Assessment Booklet** means the test booklet designed, prepared and supplied by Janison for the Scout Assessment and comprising of questions and an answer booklet.

**Services** means services that Janison provides to a Registered School in connection with the supply of the Product.

**Sitting** means a sitting by a Student of an Assessment.

**Sitting Period** means the period on which Sittings are permitted, as published on the Product Site.

**Student** means a student of a Registered School.

**Subjects** means the areas of knowledge that are assessed in an Assessment, as listed on the website located at <https://www.icasassessments.com/products>.

**Teacher's Reference Copy Booklet** means a version of a Booklet that is designed for a teacher of a Registered School to use.

**Usual Business Hours** means:

- (a) for Australia-based inquiries, 9:00 am to 5:00 pm Australian Eastern Standard Time on days other than Saturdays, Sundays or public holidays in New South Wales; and
- (b) for inquiries from a country other than Australia the usual business hours in that country.

#### **Attachment A – Privacy Collection Statement**

To analyse your child's progress effectively, our school conducts an ongoing assessment program. The assessment we are using is a product of our partner, Janison Solutions Pty Ltd (Janison). In order to deliver the assessment [name of school] and Janison (through our school) collect your child's personal information, such as their name, date of birth, year level and school results when you register your child to sit an assessment in the program. You must ensure that this information is accurate and current.

Janison does not:

- collect any personal information or data of children other than as required for the purposes of completion of the exam;
- transfer any personal information or data obtained during the delivery of the Assessment out of Australia;
- share any personal information or data relating to children or students with any third parties;



- retain any personal information or data acquired during the delivery of the Assessment and all such information or data is deleted from all Janison systems immediately upon completion of Janison's contractual reporting to the school.

As the parent or guardian of a student who intends to sit an assessment, by registering your child into the assessment, you consent to our school and Janison collecting and using your child's personal information for the purposes outlined above.

If you do not provide your child's personal information to us or Janison, we may not be able to deliver the assessment to your child. If you wish to access or correct your child's personal information or to make a complaint about how we have handled your child's personal information, please contact Janison's Privacy Officer at [privacy@janison.com](mailto:privacy@janison.com) or by writing to Legal and Compliance Team, Janison Solutions Pty Ltd, 80 Bay St, Sydney NSW 2007.



## Product-specific Terms Schedule

All clause references in this Schedule are to the Product-specific Terms.

<b>Subject matter</b>	<b>ICAS Assessments</b>	<b>Reach Assessments</b>	<b>Scout Assessment</b>
<b>Description of Product</b>	ICAS Assessments is a competition to test students' ability to apply classroom learning in new contexts in digital technologies, science, spelling, writing, English and mathematics	Assessments to test students' progress in relation to digital technologies, science, spelling, writing, English, mathematics and grammar and punctuation	Assessment for students in their middle years of schooling to test their knowledge and skills in mathematics, reading and language, and writing
<b>Whether available in booklet and/or online form</b>	Online (see clauses 1 and 2)	Online	Booklet (see clauses 3, 8, 9 and 10)
<b>Whether minimum number of Orders required</b>	No	No	Yes, minimum of 10 booklets per Order (see clause 3.1)
<b>Trial Period offered?</b>	No	No	No
<b>Whether Registered Schools may request Alternative Sitting Period</b>	Yes (see clause 6)	No	No
<b>Eligibility Criteria for Students taking the Assessment</b>	Students must sit the Assessments designed for their year level or can choose to sit Assessments one level above with permission from ICAS Assessments.	Students are recommended to sit the Assessments at their year level.	Students must be in the following year levels: <ul style="list-style-type: none"> <li>• Australia: Years 5 to 8</li> <li>New Zealand: Years 6 to 9</li> <li>•Pacific Region: Years 6 to 9</li> <li>•CIS Schools: Years 5 to 8</li> </ul>
<b>Marking of Writing tests</b>	ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the	ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the	ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the



	results of the Assessment marking.	results of the Assessment marking.	results of the Assessment marking.
<b>Special Provisions Requests</b>	Consideration will be given to a request for special conditions subject to any such request being submitted no later than 10 weeks prior to the commencement of the test window.	Consideration will be given to a request for special conditions subject to any such request being submitted no later than 10 weeks prior to the commencement of the test window.	Consideration will be given to a request for special conditions subject to any such request being submitted no later than 10 weeks prior to the commencement of the test window.
<b>Certificates provided</b>	Yes, downloadable as PDF and posted to you in hardcopy	Yes, only downloadable as PDF. Requests from schools to ICAS Assessments for the printing of certificates will incur a fee. Requests for printing are by whole year level or whole school only.	N/A
<b>Results</b>	ICAS is a competition and results do not include access to actual questions from tests.  All students must complete their sitting within the scheduled test window and all tests must be properly submitted in order to obtain results.	Includes access to actual test questions for review.  All students must complete their sitting within the scheduled test window and all tests must be properly submitted in order to obtain results.	



## Product-specific Terms

### 1. Account Set-up Process and Access to the Product Platform

1.1 On and from the Payment Receipt Date, ICAS Assessments Customer Service will contact the Registered School to commence Account Set-up. During Account Set-up, the Registered School will be requested to provide the Required Data so ICAS Assessments Customer Service can provide the Registered School access to the Product Platform. Once Account Set-up is complete, the Registered School will be granted access to the Product Platform during the Access Period in the following ways:

- (a) the Registered School, through its Students, will be granted access to the number of Assessments that it has purchased during the Sitting Periods that fall within the Access Period; and
- (b) staff of the Registered School will have reasonable access to the reporting, Assessment results, administrative and other user features during the Access Period, in each case, subject to routine or unforeseen maintenance or similar matters as contemplated in clauses 1.4(b), 1.5 and 1.6.

1.2 Janison will use all reasonable endeavours to ensure that you receive access to the Product Platform within five business days of the Payment Receipt Date.

1.3 A Sitting will take place when a Student commences an Assessment, irrespective of whether the Student completes the Assessment.

1.4 A Registered School's access to the Product or Product Platform may be suspended or restricted:

- (a) following any breach of this Agreement by the Registered School;
- (b) in order for Janison or its Authorised Business Partners to maintain, update or improve the Product or to rectify technical or other issues affecting the Product or Product Platform; or
- (c) following a Force Majeure Event.

1.5 For the purposes of clause 1.4(b), Janison will make all reasonable efforts to provide at least 14 days' prior written notice to Registered Schools of scheduled maintenance and operational matters. If a Sitting is disrupted due to maintenance, the Registered School should contact ICAS Assessments Customer Service so that Janison can provide access to a replacement Sitting.

1.6 Apart from the operational and maintenance matters contemplated in clause 1.4(b), where Janison reasonably believes that it will be unable to deliver an Assessment at a particular Sitting, it will use all reasonable endeavours to notify the Registered School prior to the Sitting and the Registered School will be entitled to schedule a replacement Sitting.

### 2. Product Availability and Technical Support

2.1 Janison will use all reasonable endeavours to ensure that any online version of the Product and Product Platform are available for use by a Registered School during the Access Period.

2.2 A Registered School may contact ICAS Assessments Customer Service to seek technical support during Usual Business Hours.



### 3. Registered Home Schools

3.1 Janison may accept an Order from a Registered Home School if the Registered Home School satisfies the requirements as notified by Janison.

3.2 If Janison decides to accept an Order from a Registered Home School, that Registered Home School must provide Janison with a copy of their current official home school registration provided by the applicable Department of Education (or its equivalent) and a certified copy of their Students' birth certificates or passports at least four weeks before their Students are scheduled to sit an Assessment.

### 4. Requesting an Alternative Sitting Period

A Registered School may request an Alternative Sitting Period for the ICAS Product by submitting a completed Alternative Sitting Period request form, which must be received by ICAS Assessments Customer Service at least two weeks before the original Sitting Period and Janison may agree to an Alternative Sitting Period and impose conditions for the Alternative Sitting Period.

### 5. Eligibility for medals

5.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period (or before the Sitting Period with the written approval of ICAS Assessments Customer Service) are eligible to compete for medals. Students enrolled in Registered Home Schools or Designated Institutions are not eligible to compete for medals.

5.2 Janison may award medals to a Student who achieves a top score in their year level in their state or territory for the ICAS Assessment, which Janison judges to be sufficiently meritorious.

5.3 To ensure the integrity of ICAS Assessments, Janison reserves the right to investigate any fact or matter which it believes may have affected a Student's performance or eligibility for a medal.

### 6. Scout Assessment – Delivery of Product

6.1 Janison may cancel an Order, or part of an Order, without liability to a Registered School if:

6.1.1 the Scout Assessment Booklet is not available; or

6.1.2 there is an error in the price or description listed on the Order.

6.2 Where an Order is cancelled, Janison will endeavour to provide the Registered School with a reasonable period of notice.

6.3 Registered Schools may cancel a submitted Order without charge by contacting ICAS Assessments Customer Service during Usual Business Hours, provided that the Order has not already been dispatched for delivery. In the event that the order has been dispatched for delivery, the Registered School will be liable for the reasonable costs incurred by Janison for the handling and shipping of the test. In any other circumstance, no refunds will payable by Janison in the event of any cancellation.

6.4 Returns of damaged Scout Assessment Booklets will only be accepted by Janison if Janison is notified within seven (7) days of receipt of the Scout Assessment Booklets by the Registered School and if the Scout Assessment Booklets are returned promptly to Janison accompanied by a valid Order receipt.





## 7. Scout Assessment – Use of Product

7.1 Registered Schools that have purchased the printed version of the Product must ensure that:

7.1.1 any Order is for a minimum number of Assessments (if any minimum number is specified in the Product-specific Terms Schedule);

7.1.2 Orders for Scout Assessments are received by ICAS Assessments Customer Service or through the ICAS Assessments Online Shop at least twenty (20) working days before the Registered School's planned Sitting Period, to ensure that Registered Schools receive Booklets prior to the Sitting Period. Late participation courier fees (as set out in the Product Site and/or ICAS Assessments Online Shop) will apply for Orders received after the Closing Date and there is no guarantee that Booklets will arrive on time;

7.1.3 payment for Booklets are received by Janison before Booklets are dispatched;

7.1.4 Students are instructed to write in the allocated space on the answer booklet as additional pages will not be marked;

7.1.5 answer booklets in a Booklet for a Product are not swapped with answer booklets for another Product; and

Registered Schools must store the Scout Assessment Booklets securely. The Scout Assessment Booklets must not be retained by students or sent home to parents at any time. If a Registered School holds the Scout Assessment Booklets prior to its Sitting Period, it must store the Scout Assessment Booklets in a secure location and return them to Janison as directed once used, in accordance with clause 7.2.

7.2 After a Registered School's Sitting Period, the Registered School must return all Assessment and Answer Booklets to Janison or alternatively, forward the signed declaration supplied with the Booklets confirming that all Booklets have been securely destroyed by the Registered School within three (3) working days of completion of marking and reporting.

7.3 Janison will send the Scout Assessment reports to the Registered School's nominated email address provided at the time of Order within ten (10) working days after the receipt of the completed Scout Assessment Answer Booklets by Janison.

7.4 Requests for resupply of the Scout Assessment reports (for the current year) will incur an Administrative Fee.

7.5 Registered Schools must check the condition of the Booklets upon receipt to check that the Booklets are complete and to identify any damage.

7.6 Janison will not accept responsibility for the non-delivery of a Registered School's Booklets. Registered Schools are encouraged to use registered mail or courier if tracking of delivery is required.

7.7 Photocopies of Booklets will not be accepted by Janison unless Janison has given prior written authorisation. Such authorisation may be given or refused by Janison in its absolute discretion.

7.8 Janison will destroy all Booklets after the relevant Sitting Period or Alternative Sitting Period and immediately following provision of the student results and school reports.

7.9 Registered Schools will be supplied with one Teacher's Reference Copy Booklet free of charge for which the Registered School has purchased the printed version of the Product.



## **8. Scout Assessment – Pricing**

8.1 A standard postage and handling fee is charged for each Order of the Scout Assessment Booklets placed at least 20 working days before the Registered School's planned Sitting Period (as disclosed via the Product Site).

8.2 Schools that Order the Scout Assessment Booklets less than 20 working days from their planned Sitting Period will be required to pay additional delivery charges (as disclosed via the Product Site).

