

## Terms and Conditions of Purchasing via the ICAS Assessments Online Shop

### 1. AGREED TERMS

#### 1.1. Who we are and how to contact us

1.2. This Agreement sets out the terms and conditions (**Terms**) for which Janison Solutions Pty Ltd (ABN 35 081 797 494) of Level 1, 80 Bay Street Ultimo, Australia 2007 (**Janison, we, us** and **our**) will deliver the ICAS tests and past papers to you.

1.3. <https://shop.icasassessments.com/> is a website (**ICAS Assessments Online Shop**) operated by Janison. ICAS tests and past papers are purchased via the ICAS Assessments Shop, but the tests are run by the student/s' respective school/s (**School**).

1.4. To purchase ICAS tests for your child's school, please make sure that you use the unique school access code provided to you by your child's respective school. If you have children in multiple schools, you will need to use different access codes for each school.

1.5. Schools are independent facilitators of the ICAS tests and are not in any way associated with Janison as a partner, reseller, contractor or agent.

1.6. To contact us, please email [icasassessments@janison.com.au](mailto:icasassessments@janison.com.au) or visit <https://www.icasassessments.com/contact-us/> to view location-specific phone numbers.

### 2. Our contract with you

2.1. These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

2.2. If you would like to purchase additional items after your first order has been submitted, you must place a fresh order.

2.3. The Contract is the entire agreement between you and us in relation to its ICAS tests and purchase of past papers. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

### 3. Our Products and Services

3.1. Through the ICAS Assessments Shop, you are able to place orders for ICAS tests and past papers (**Products**) and associated services we offer in delivering the ICAS tests (**Services**).

3.2. As part of our Services, students sitting ICAS tests will be provided with a certificate by us which will be provided to the School for delivery to the student.

3.3. Students with the top score in each subject are awarded a medal and a medal winner's certificate which will be provided to the School for presentation to those students. Students must have completed the relevant assessment in the official ICAS sitting window and the result must be judged by us, in our absolute discretion, to be sufficiently meritorious to be eligible for a medal. You acknowledge and accept that home school students and students from some regions are not eligible for an ICAS medal.



## 4. Placing an Order and Acceptance

- 4.1. Please follow the onscreen prompts to place an order. When placing an order for the ICAS tests please use the unique school code provided to you by the student's school. Each order is an offer by you to buy the goods specified in the order subject to these Terms.
- 4.2. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 4.3. Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 4.4. If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

## 5. Fees and Charges

- 5.1. The Charges for our Products and Services are the prices shown on our ICAS Assessments Shop for your order item/s and, in Australia, are inclusive of Goods and Services Tax (**GST**).
- 5.2. In other locations where GST is payable in respect of some or all of the Services, you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the Charges.
- 5.3. By making a purchase, you agree that you have carefully considered the Charges and have accepted them.
- 5.4. If you wish to order additional products or Services from our website after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 5.5. Janison retains the right to change our prices on the Website without notice.

## 6. Payment Method

- 6.1. When purchasing ICAS Assessments Products and Services, payment must be received in advance of the Products and Services being provided to you.
- 6.2. You can pay for the Products/Services via the ICAS Assessments Shop using either a Visa or Mastercard.
- 6.3. Once you have made a payment, an electronic invoice will be sent to you by email, via the email address you nominated when finalising the purchase. It is your responsibility to ensure that you have entered this email address in correctly.

## 7. Cancellation by Us

- 7.1. There are two circumstances in which your order may be cancelled by us:
- 7.2. where the relevant product is not available or is no longer available; or
- 7.3. there is an error in the price or description of the product listed.
- 7.4. If your order is cancelled, we will try to provide you with a reasonable period of notice, and a refund will be issued to you.



## 8. Cancelling your order and obtaining a refund

### 8.1. Refunds for ICAS tests:

- 8.1.1. A request for refund may be made either by emailing us or completing the refund request form. In the request for refund form, you may select your preference for either:
  - i). a full or partial refund; or
  - ii) a refund by way of a credit note for ICAS tests.
- 8.1.2. Janison will, generally, not provide a refund or replacement in the following circumstances:
- 8.1.3. where a Service or Product has been purchased and you have changed your mind about the purchase;
- 8.1.4. where the student's School has decided not to run the ICAS tests other than because of an Event Outside Our Control under Clause 14 (in which case you must raise the issue with the School);
- 8.1.5. where the student's School has moved a test date to a new date to accommodate an unforeseeable event, and it remains possible for your child to sit the test on the new date; or
- 8.1.6. where you have made an error in your purchase due to a misrepresentation made by your School in their communication with you.
- 8.2. A refund will be accepted if there has been a breach of any implied consumer guarantee, condition, or warranty under the Australian Consumer Law.
- 8.3. Notwithstanding Clause 8.1.1, if a request for refund is submitted, it is up to Janison to determine whether a refund or a credit note should be provided to you. It is up to Janison to determine whether your request should be granted.
- 8.4. If a credit note is issued, the credit may be applied to any future orders through our website for a period of 12 months from the original date of purchase.
- 8.5. A request for refund under Clause 8.1 must be made no later than 7 days after the end of the Sitting Period for that subject. The Sitting Period is the period of time in which test sittings are allowed for each subject, and are listed on site: <https://www.icasassessments.com>.

### 8.6. Refunds for ICAS past papers:

Except where the consumer guarantees apply, refunds for past papers will generally not be accepted as the product is a digital file.

## 9. Communication

- 9.1. All our communication with you, including where notice is provided in relation to these Terms, will be done through the email address nominated by you in the course of your purchase.
- 9.2. Should you wish to change the email address, please contact us using the instructions in clause 1 – *Who we are and how to contact us*.

## 10. Your obligations

- 10.1. It is your responsibility to ensure that:
  - 10.1.1. the terms of your order are complete and accurate;



10.1.2. you cooperate with us in all matters relating to provision of the Products or Services.

10.2. If the student sitting the ICAS test requires any special provisions, you must submit an Accessibility Options Enquiry to us through the student's school no later than 10 weeks prior to the start of the test window. Janison will do our best to meet any request for special accessibility arrangements but is unable to guarantee that they can be provided.

## 11. Intellectual property rights

11.1. All intellectual property rights in or arising out of or in connection with the Products and Services remain our property exclusively.

11.2. You must not make copies, sell, lend, borrow, upload, or distribute any of the tests or past papers, unless you have obtained prior written authorisation from us. A breach of this clause will expose you to the risk of litigation, which may result in an order for payment of damages and costs.

11.3. The contents of the Product Site, the ICAS tests, any past papers, answers, reports, instructions and promotional material or materials arising in connection with the Services are the intellectual property of Janison and are owned by us.

## 12. How we may use your or the student's personal information

12.1. We will use any personal information you provide to us to:

12.1.1. provide the Services;

12.1.2. process your payment for the Services; and

12.1.3. inform you about similar products or services that we provide, but you may stop receiving this information at any time by contacting us.

12.2. In agreeing to the Terms, you acknowledge and consent to us holding information about you and/or your child/ren for the purpose of delivering the Services and/or Products only. This may include using the data for:

12.2.1. administration of the Services;

12.2.2. recording of exam results; and/or

12.2.3. issuing certificates and medals (where applicable).

12.3. In holding information about you and/or your child/ren, we acknowledge the importance of keeping your personal information confidential and will adhere to the privacy rules set out in the *Privacy Act 1988* (Cth.) and the *Australian Privacy Principles*.

12.4. Further details of how we will process personal information are set out in our privacy policy <https://www.janison.com/privacy>.

## 13. Limitation of liability

13.1. You agree that Janison will have no legal liability for any of your losses unless Janison has acted in negligence, with misconduct, or has breached the Terms or Contract.

13.2. Any liability Janison has to you in contract, negligence or arising from legislation is limited to the amount you have paid to us when making your order.

13.3. You acknowledge that schools are completely independent of Janison, and that you do not hold Janison liable for any representations made by a school regarding



the nature of the ICAS tests that are not contained in these Terms, even if it means you have purchased the tests based on the School's communication.

- 13.4. If a school has made certain communications or representations about the ICAS tests that are not contained within these Terms, you acknowledge that the matter is solely between you and the School.
- 13.5. Nothing in this Contract is intended to have the effect of excluding the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**).

#### **14. Force majeure**

- 14.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control such as earthquakes, storms, natural disasters, public conflicts, pandemics, etc (**Event Outside Our Control**).
- 14.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - 14.2.1. we will contact you as soon as reasonably possible to notify you; and
  - 14.2.2. our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside. If it is impractical to arrange a new date, then your School will notify you and you may make a request for refund in accordance with Clause 8 of these Terms.

#### **15. Restriction of your access**

- 15.1. We may restrict your access to our website if:
  - 15.1.1. there is a breach of the Terms set out here; or
  - 15.1.2. There is an emergency, and the site needs to be restricted in response to that emergency.

#### **16. Relationship of the parties**

The Contract is between you and us. No other person has any rights to enforce any of its terms and conditions.

#### **17. Changes to these terms and conditions**

- 17.1. We reserve the right to update and change these Terms as determined by us.
- 17.2. If you have placed an order, we will notify you, within a reasonable amount of time where possible, of any changes to these Terms by email.

#### **18. Survival of terms**

Even after the Contract is completed, and we have delivered the Products or Services, clauses 11, 12, and 13 will continue to apply.

#### **19. Governing law and jurisdiction**

These terms and conditions are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction.

