

ICAS Terms and Conditions – Schools Purchasing

1. BACKGROUND

1.1 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 Assessments to Registered Schools in which you are one (**you, School**).

In making a purchase, you acknowledge that you have read, understood and agreed to these Terms to which you agree to be bound. If you have any objections to the Terms herein, you must immediately cease use of all Janison Products and Services.

<https://shop.icasassessments.com/> is a website operated by Janison (**ICAS Assessments Online Shop**). ICAS tests are purchased via this website, and administered by you. To contact us, [please email icasassessments@janison.com](mailto:icasassessments@janison.com)

2. DEFINITIONS

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 Service.

Alternative Sitting Period means a period of time for Sitzings other than the initial scheduled 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 Product Site or as communicated to the Registered School from time to time.

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.

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://shop.icasassessments.com/>



Intellectual Property Rights means all forms of intellectual property rights throughout the world including (present and future) but not limited to 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.

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.

Parent Payment System means the purchasing system on the ICAS Assessments Online Shop for ICAS Assessments, which generates a school specific access code for Schools to provide to the Parents of the School, in order for the Parents to purchase tests for their child.

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 the:

ICAS Tests;
ICAS past papers;
Reach Tests; and/or
Scout Tests.

Details of each of the test products are in Schedule 1.

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>.



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 School means:
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
a Designated Institution.

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.

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 means the purchasing system on the ICAS Assessments Online Shop available for ICAS Assessments, Reach Assessments and Scout Assessments where the schools purchase tests on for their own students.

Services means the provision of services associated with the delivery of the Products to you.

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

Student means a student of a Registered School.

Test Event means an ICAS, Reach or Scout test conducted by Janison at a Registered School.

3. WARRANTY

3.1 Janison warrants that:

- 3.1.1 our Products and Services will be provided to you using all reasonable care and skill;
- 3.1.2 our Products and Services will be consistent with any industry best practices as would be expected in the trade; and
- 3.1.3 the delivery of our Products and Services will be undertaken in compliance with all applicable Australian laws, standards and industry regulations.



4. METHODS OF PURCHASING & CONTRACT

- 4.1 There are two methods in which tests can be purchased for students:
- 4.1.1 School Purchase
 - 4.1.2 Parent Payment System
 - 4.1.3 These Terms and Conditions (**Terms**) apply when you submit an order for the supply of Products and Services by us through the **School Purchase** system.
- 4.2 In making a purchase as a School Purchase, you agree that you have understand the differences between the School Purchase and the Parent Payment System and that you intended to make a School Purchase.
- 4.3 This Contract is the entire agreement between Janison and you in relation to the ICAS Tests, Reach Tests, Scout Tests and/or ICAS past papers. In accepting these Terms, you acknowledge that you have not relied on any warranties, representations or promises that are not set out in this agreement.

5. PURCHASING PROCESS

- 5.1 Registration
- 5.1.1 You may only purchase the Products and Services if you have registered with us via the ICAS Assessments Online Shop or such other site made available and advised to you by Janison.
- 5.2 Purchase
- 5.2.1 To make a purchase of our Products and Services, you must submit an Order through the ICAS Assessments Online Shop using the School Code and School Password issued to you upon registration.
 - 5.2.2 You may direct a Parent/s to pay Janison for the Product and/or Service using the Parent Payment System made available by Janison (**Payment Direction**).
 - 5.2.3 The Parent Payment System allows you to set up a portal to allow parents to purchase test papers for your Registered School directly.

6. ACCEPTANCE

- 6.1 Each item listed on our ICAS Assessments Online Shop is an invitation for you to purchase that item.
- 6.2 When you finalise and submit an order, the placing of your order will be taken as your acceptance of these Terms and your offer for us to deliver the Services associated with your purchase order.



6.3 When you receive our confirmation email of your order, a contract will have been formed between you and Janison for the delivery of the Services which are subject to these Terms.

7. YOUR OBLIGATIONS

7.1 It is your responsibility to ensure that:

7.1.1 the information provided by you in your order are complete and accurate;

7.1.2 you provide us with any information and materials that are reasonably required by us in order to supply you with the Services;

7.1.3 where consent is required for the delivery of our products and services to your students, you will obtain all necessary consents from parents of your School.

7.2 If our ability to deliver the Products and perform the Services is prevented or delayed by any failure by you to fulfil the obligations in Clause 7.1 (**Obligation Failures**), :

7.2.1 we will be entitled to suspend your access to our Site until you remedy your Obligation Failures;

7.2.2 we will not be responsible for any costs or losses you incur directly or indirectly as a result of your obligation failures; and

7.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from your Obligation Failures.

7.3 If the Obligation Failures prevents or significantly delays the delivery of Services, we will be entitled to terminate the Services.

7.4 In the event that any Student proposing to sit any scheduled tests requires any specific accessibility arrangements then an Accessibility Options Enquiry form available on the Product Site must be completed and submitted at least 10 weeks prior to the start of the sitting period.

8. FEES AND CHARGES FOR SCHOOL PURCHASE

8.1 The consideration for our Services is the price/s for the Products and Services and Administrative Fees set out on the ICAS Assessments Online Shop at the time of your Order plus any Goods and Services Tax (**GST**) that is payable.

8.2 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.

8.3 Administrative Fees and Order can be paid by:

8.3.1 Electronic Funds Transfer; or

8.3.2 Credit Card (Mastercard or Visa)

8.4 If you have elected to pay via Electronic Funds Transfer either for Administrative Fees or an Order:

8.4.1 Janison will issue an invoice in respect of the Price; and

8.4.2 You must pay each invoice issued by Janison to you within 30 days of the issuing of the invoice.

8.5 By making a purchase, you agree that you have carefully considered the Prices and Administrative Fees and have accepted them.



8.6 Janison retains the right to change our Prices on the ICAS Assessments Online Shop without notice.

9. ADMINISTRATIVE FEES

9.1 Regardless of the provisions of clause 5, the Registered School will at all times be responsible for the payment of any Administrative Fees and will be responsible for the payment of same which may accrue, including but not limited to, as a result of any of the following circumstances:

9.1.1 any failure by a School to pay the fees and charges together with any accrued Administrative Fees;

9.1.2 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;

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

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

9.1.5 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).

10. GST REQUIRED BY LAW FOR NEW ZEALAND

10.1 Non-New Zealand businesses providing remote online services to New Zealand consumers are required to be registered for New Zealand GST if the supply of services exceeds NZ\$60,000.

10.2 Janison is required to be registered and to collect New Zealand GST from New Zealand resident consumers.

10.3 Janison's New Zealand GST number is 133-788-735.

10.4 More information about New Zealand GST can be found here:

<https://www.ird.govt.nz/gst/gst-for-overseas-businesses/supplying-remote-services-into-new-zealand>

<https://www2.deloitte.com/nz/en/pages/tax-alerts/articles/gst-on-remote-services.html>



11. DELIVERY OF SERVICES

11.1 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 a reasonable timeframe.

11.2 A description of the rules relating to the various Products and Services are as set out in Schedule 1.

12. CANCELLATIONS BY JANISON

12.1 Your order may be cancelled:

12.1.1 where the relevant product is not available or is no longer available; or

12.1.2 there is an error in the price or description of the product listed.

12.2 If your order is cancelled by us, we will try to provide you with a reasonable period of notice, and a refund will be issued to you.

13. CANCELLATIONS, REFUNDS, CREDIT NOTES OR ALTERNATIVE SITTING PERIOD

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

13.1.1 the Registered School makes an error when purchasing a Product or Service and submits a request for a refund or credit note within 5 business days of the date of its Order; and

13.1.2 that Order has not been dispatched yet if it is a physical product; or

13.1.3 the Registered School suffers unforeseen circumstances (such as a merger or closure) that render it impractical to conduct an Assessment during a Sitting Period, and no Alternative Sitting Period can practically be held, and the school 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; or
- c. the Registered School suffers a Force Majeure Event under Clause 22.4.



- 13.2 All requests for refund or credit must be made no later than 7 days after the Sitting Period for that subject.
- 13.3 Janison will not provide a refund where you have changed your mind about the purchase, or have erroneously purchased an electronic past paper (which cannot practically be returned to us).
- 13.4 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 13.1.
- 13.5 Where a credit note is issued, the Registered school has 1 year from the date that the credit note is issued to use the credit note. It is the sole responsibility of the school to ensure that the credit note is used prior to expiration.
- 13.6 If Janison grants a credit note or refund, an Administrative Fee will be charged to the Registered School.
- 13.7 Where a Registered School requests a refund or credit note for a physical product (i.e. Scout Assessment Booklets), refunds or credit notes will only be provided if the product is unused and undamaged, and returned to Janison within 21 days after the Registered School received the product. Registered Schools will be liable for all reasonable postage and delivery costs and an Administrative Fee in connection with returning physical products, except where the product is incorrect.
- 13.8 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, in the first instance, provide the Registered School with a further Alternative Sitting Period and, in the event that an alternative sitting period is not practical, then we will provide a refund.
- 13.9 In the event that a Registered School decides to unilaterally cancel a Test Event, the Registered School shall be responsible for:
 - 13.9.1 notifying Janison of their decision by completing the Refund Request Form;
 - 13.9.2 awaiting the outcome of the request as determined by Janison, which may or may not be granted in Janison's discretion; and
 - 13.9.3 notifying and informing parents of their intention to cancel;
 - 13.9.4 and in those circumstances Janison shall not be liable for any refund to the parents or the School. In these circumstances, the School will advise the parents of their own liability for the payment of a refund to them.
- 13.10 In the event that a School's request for refund has the approved by Janison, and where parents are entitled to a refund by Janison, the Registered School is responsible for:
 - 13.10.1 notifying the parents of their School that they may request for a refund from Janison; and
 - 13.10.2 notifying the parents of their School that any of their own requests for refunds made to Janison must be made within 7 days from the end of the Sitting Period (**Deadline**);
- 13.11 and where a school fails to notify their parents and parents have missed the Deadline, the School will advise the parents of their own liability for the payment of the refund to them.



14. USE OF JANISON PRODUCTS

14.1 Registered Schools Must:

- 14.1.1 only use the Products through the interfaces provided by Janison for the purpose of conducting the Assessments purchased;
- 14.1.2 ensure that their staff and Students, use the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;
- 14.1.3 ensure that only Students who meet the relevant Eligibility Criteria sit the Assessment;
- 14.1.4 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;
- 14.1.5 ensure that the Product, Product Platform and Service is only accessed through their unique user account. The School at all times is solely responsible for the activity that occurs on their account and for all liabilities incurred through their account. We are not responsible for any unauthorised activity on the account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities; and
- 14.1.6 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.

14.2 Registered Schools must not:

- 14.2.1 interfere or disrupt any technological protection measures on the Product Platform or in the Product;
- 14.2.2 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;
- 14.2.3 resell, reproduce, decompile or reverse-engineer the Product Platform or Product;
- 14.2.4 use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools;
- 14.2.5 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; or
- 14.2.6 make copies, sell, lend, borrow, upload, or distribute any of the tests or past papers, without prior written authorisation from us.

14.3 The online assessment platform incorporates a number of tools that monitor test conditions. To ensure the integrity of ICAS Assessments, we reserve the right to



investigate any fact or matter which we believe may have affected a Student's performance or eligibility for a medal.

15. COMMUNICATION

- 15.1 All our communication with you, including where notice is provided in relation to these Terms, will be done through the contact details nominated by you upon registration.
- 15.2 Once a staff member of a Registered School registers to make purchases at the ICAS Assessments Online Shop, Janison may communicate (e.g, email) or otherwise contact the staff member and/or the Registered School from time to time in order to:
- 15.2.1 share information, offers, news about ICAS and other Janison products and services; and
 - 15.2.2 invite the Registered School to participate in research, marketing and promotional activities undertaken by Janison for its ICAS Assessments products and other Janison products and services.
- 15.3 The Registered School may opt out of receiving the communications referred to in clause 15.2 at any time by contacting us on icasassessments@janison.com.au, in the case of electronic messages, using the unsubscribe facility included in the message.

16. LIABILITY AND INDEMNITY

16.1 Disclaimer of Warranty

To the maximum extent permitted by law but subject to clause 16.2, 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).

16.2 Limitation of Liability

- 16.2.1 Subject to Clause 16.3, 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.
- 16.2.2 To the maximum extent permitted by law, 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, will not 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).

16.3 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of the Australian Consumer Law (**ACL**) in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), or the exercise of a right conferred by such a provision, in relation to a failure by us to comply with a guarantee that applies under the **ACL**.

17. CONFIDENTIALITY & PRIVACY

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

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

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

17.2 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 17.1.

17.3 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 17.1.

17.4 At the time of the collection of Personal Information from the Student, the Registered School must issue a privacy collection statement in the form set out in Attachment 1.

17.5 Each party will only collect, use and disclose Personal Information in accordance with the *Privacy Act* and *Australian Privacy Principles*, 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*.

18. INTELLECTUAL PROPERTY

18.1 Janison own, or is entitled to the use of, all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform.

18.2 You, 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 our permission. 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.

18.3 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 only. This grant of licence does not include the right to make copies, sell, lend, borrow, upload, post on a School's intranet, or distribute any of the tests or past papers, except for the sole purpose of conducting the tests. 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.

18.4 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.

19. TERMINATION

19.1 In the event that a Registered School fails to pay the fees and charges less than 4 days before a test event, then Janison shall be entitled to terminate this agreement and to cancel the test event. In such circumstances, Janison will not be liable for the refund any fees paid by the parents through the Parent Payment System.

19.2 Termination of this Agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Agreement that existed at or before the date of termination.

20. RESTRICTING YOUR ACCESS

20.1 Janison may restrict your access to our site if:

20.1.1 There is a breach of the Terms listed here; or

20.1.2 There is an emergency, and the site needs to be restricted as a response.

21. SURVIVAL OF TERMS

21.1 Even after the Contract is completed and we have delivered the Services, Clauses 16 – 19 continue to apply.

22. MISCELLANEOUS

22.1 Governing Law

This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

22.2 Assignment

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).

22.3 Execution

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.

22.4 Force Majeure



- 22.4.1 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 (Force Majeure Event).
- 22.4.2 If a Force Majeure Event Occurs that affects our obligations or performance, we will contact you as soon as reasonably possible to notify you of possible alternative Sitting dates or to provide you with a credit note. A refund may be provided at the discretion of Janison.

22.5 Changes to T&Cs

We reserve the right to update and change these Terms as determined by us.

ATTACHMENT 1 – Privacy collection statement

We are aware of our responsibility to protect the identity of, and all information relating to, children, and students in general, from disclosure and consequently Janison does not:

- collect any personal information or data of children other than as required for the purposes of completion of the assessment, test or exam;
- transfer any personal information or data obtained during the delivery of assessments, tests or exams conducted in Australia to any jurisdiction outside of Australia other than with the specific consent of the person, or his or her parent or guardian;
- transfer any personal information or data obtained during the delivery of assessments, tests or exams conducted in other international regions out of the child’s jurisdiction other than with the specific consent of the person, or his or her parent or guardian;
- share any personal information or data relating to children or students with any third parties (other than a third party whose services are necessary for servicing our products, e.g. print/distribution companies, medal engraving, etc.) except with the specific consent of the person, or his or her parent or guardian;
- use any personal information or data relating to children or students for marketing purposes.

We may retain personal information and data relevant to a child for their future purposes or for research purposes by Janison for the duration of the school life-cycle of the child. However, if you or your child at any time wish to have their personal information or data removed from our systems, they or you may opt out by simply contacting our Privacy Officer at privacy@janison.com.

SCHEDULE 1 - Product-specific Terms

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

| Product | ICAS Assessments | Reach Assessments | Scout Assessment |
|-------------------------------|--|---|--|
| Description of Product | A competition to test students’ ability to apply classroom learning in new | Assessments to test students’ progress in relation to digital technologies, | Assessment for students in their middle years of schooling to test |



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| | contexts in digital technologies, science, spelling, writing, English and mathematics | science, spelling, writing, English, mathematics and grammar and punctuation | their knowledge and skills in mathematics, reading and language, and writing |
| Assessment format | Online (see clauses 1 and 2) | Online | Booklet (see clauses 2 and 13.6) |
| Whether minimum number of Orders required | No | No | Yes, minimum of 10 booklets per Order (see clause 6.1) |
| Eligibility Criteria for Students taking the Assessment | 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: Australia: Years 5 to 8 New Zealand: Years 6 to 9 •Pacific Region: Years 6 to 9 •CIS Schools: Years 5 to 8 |
| Marking of Writing tests | ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the results of the Assessment marking. | ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the results of the Assessment marking. | ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the results of the Assessment marking. |
| Accessibility requests | Consideration will be given to a request for an accessibility option subject to any such request being submitted no later than 10 weeks prior to the | Consideration will be given to a request for an accessibility option subject to any such request being submitted no later than 10 weeks prior to the | Consideration will be given to a request for an accessibility option subject to any such request being submitted no later than 10 weeks prior to the |



| | commencement of the Sitting Period. | commencement of the Sitting Period. | commencement of the Sitting Period. |
|------------------------------|--|---|---|
| Certificates provided | 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 |
| Results | ICAS is a competition and results do not include access to actual questions from tests. All students must complete their sitting within the Sitting Period 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 Sitting Period and all tests must be properly submitted in order to obtain results. | Does not include access to the questions from the test. |

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 for the time required to deliver the test and receive the results ("the Access Period") in the following ways:

- 1.1.1 the Registered School, through its Students, will be granted access to the number of Assessments that it has purchased for the Sitting Periods that fall within the Access Period; and
- 1.1.2 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:
 - 1.4.1 following any breach of this Agreement by the Registered School;
 - 1.4.2 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
 - 1.4.3 following a Force Majeure Event.
- 1.5 For the purposes of clause 1.4.2, 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 1.4.2, 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.
- 3.3 Copies of all documents collected and containing Personal Data will be deleted contemporaneously with the deletion of the students test records.



4. Eligibility for medals

- 4.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals. Students enrolled in Registered Home Schools or Designated Institutions are not eligible to compete for medals.
- 4.2 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.
- 4.3 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.

5. Scout Assessment – Delivery of Product

- 5.1 Janison may cancel an Order, or part of an Order, without liability to a Registered School if:
 - 5.1.1 the Scout Assessment Booklet is not available; or
 - 5.1.2 there is an error in the price or description listed on the Order.
- 5.2 Where an Order is cancelled, Janison will endeavour to provide the Registered School with a reasonable period of notice.
- 5.3 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.
- 5.4 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.

6. Scout Assessment – Use of Product

- 6.1 Registered Schools that have purchased the printed version of the Product must ensure that:
 - 6.1.1 any Order is for a minimum number of Assessments (if any minimum number is specified in the Product-specific Terms Schedule);
 - 6.1.2 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 will apply for Orders received after the Closing Date and there is no guarantee that Booklets will arrive on time;
 - 6.1.3 payment for Booklets are received by Janison before Booklets are dispatched;



- 6.1.4 Students are instructed to write in the allocated space on the answer booklet as additional pages will not be marked;
- 6.1.5 answer booklets in a Booklet for a Product are not swapped with answer booklets for another Product; and
- 6.1.6 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 6.2.
- 6.2 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.
- 6.3 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.
- 6.4 Requests for resupply of the Scout Assessment reports (for the current year) will incur an Administrative Fee.
- 6.5 Registered Schools must check the condition of the Booklets upon receipt to check that the Booklets are complete and to identify any damage.
- 6.6 Janison will not accept responsibility for the non-delivery of a Registered School's Booklets when being returned to Janison by the Registered School. Registered Schools are encouraged to use registered mail or courier if tracking of delivery is required.
- 6.7 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.
- 6.8 6.8 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.
- 6.9 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.

7. Scout Assessment – Pricing

- 7.1 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.
- 7.2 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.

