



S2023V.03

Last Updated: 14 March 2023

## ICAS Assessments | Terms and Conditions for Schools

### 1. BACKGROUND

- 1.1. These Terms and Conditions (**Terms**) are between a Registered School (**you, School**) and Janison Solutions Pty Ltd (ABN 35 081 797 494) of Level 1, 80 Bay Street Ultimo, Australia 2007 (Janison, us and our).
- 1.2. Due to internal operational reasons, Janison is not able to register new home schools from 1 January 2023. To discuss alternatives available please contact [icasassessments@janison.com](mailto:icasassessments@janison.com).
- 1.3. **You must issue the Privacy Notice contained in Attachment 1 to parents of your school before you provide us with any personal information of students.**
- 1.4. ICAS Assessments is owned and delivered by Janison.
- 1.5. These Terms apply when you:
  - 1.5.1. Make a purchase directly from us, and or use any of the following (**School Purchase**):
    - i. Reach Tests;
    - ii. ICAS Tests;
    - iii. ICAS Past papers (provided to you in electronic format);
  - OR**
  - 1.5.2. Set up an account on our Parent Payment System (**PPS**) and direct parents of your School to pay directly to us for the ICAS tests organised to be taken at your School.
- 1.6. In making a School Purchase or enabling a parent to pay through the PPS, you acknowledge and agree to be bound by these Terms and the Schedules.
- 1.7. Some students may be eligible for an ICAS medal based on the results of their ICAS Test. The eligibility criteria are set out in Schedule 1.
- 1.8. These Terms in addition to the [ICAS Terms of Use](#) and the [Janison Privacy Policy](#) form the entire agreement between you and Janison.
- 1.9. If you would like to contact us, please email our ICAS Assessments customer service [icasassessments@janison.com](mailto:icasassessments@janison.com).

### 2. DEFINITIONS

- 2.1. **Access Period** means the period of time during which the School will have access to the Test Platform starting from the delivery of the test to the receiving of the results.
- 2.2. **ICAS Website** means <https://www.icasassessments.com/>.
- 2.3. **Personal Information** has the meaning given in the Privacy Act.
- 2.4. **Product** means the ICAS tests, Reach Tests or ICAS Past papers.

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- 2.5. **Services** means the services we will provide in relation to the Product.
- 2.6. **Sitting Period** means the period of time where assessment sittings are permitted. These are published on our Website.
- 2.7. **Test Platform** means the online platform we own which will be used to deliver the Product to you.

### 3. SETTING UP AN ACCOUNT

- 3.1. Our Products and Services are available at <https://shop.icasassessments.com/> (ICAS Online Shop).
- 3.2. In order to make a School Purchase or enable the PPS, you must have an existing account in our ICAS Assessments Online Shop or create a new account. When you create your account, a school code and password is provided to you. These are your login details for your account in the ICAS Online Shop. These login details are for the School's personal use only and not to be given to Parents.
- 3.3. Upon setting up the PPS, a unique access code will be generated that is specific to your School. You must share this access code with Parents of your School for them to purchase ICAS tests for your School directly from us.

### 4. COSTS & PAYMENT – SCHOOL PURCHASE

- 4.1. The Cost of the Products are the prices listed on our ICAS Online Shop, plus any administrative fees and Goods and Services Tax (GST) that you are required to pay (Price).
- 4.2. Any eligible discounts to the Price will be applied at the checkout, subject to your input of a relevant code or similar.
- 4.3. You are responsible for any administrative fees that you incur, including any fees from refund requests or additional requests made by you to us.
- 4.4. You may pay for your order via:
  - 4.4.1. Electronic Funds Transfer; or
  - 4.4.2. Credit Card (Mastercard or Visa).
- 4.5. If you have chosen Electronic Funds Transfer, Janison will issue you with an invoice. This invoice must be paid within 30 days of issuing or within 4 days prior to the start of the sitting window for that subject, whichever comes first.
- 4.6. Any changed Prices will not affect tests already purchased.
- 4.7. We use the services of Shopify, the third-party payment module, to process payments. You will be required to disclose personal payment information (e.g. credit card number, address, expiration date, etc.) to Shopify. Janison will not collect, process, keep or store your personal payment information. Janison recommends that you read the Shopify Privacy Policy at <https://shopify.com/legal/privacy>. Janison shall not be liable for any actions or omissions committed by Shopify.

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## 5. GST FOR NEW ZEALAND CUSTOMERS – SCHOOL PURCHASE

- 5.1. As Janison provides Services to New Zealand customers, we are required to be registered for New Zealand GST where our Services exceed NZ\$60,000.
- 5.2. Janison's New Zealand GST number is 133-788-735.
- 5.3. For more information, visit: <https://www.ird.govt.nz/gst/registering-for-gst>.

## 6. ACCESSIBILITY OPTIONS FOR STUDENTS

- 6.1. If a student sitting a test requires an accessibility adjustment, then an Accessibility Options Enquiry form must be completed and submitted at least 10 weeks before the start of the Sitting Period for ICAS, or at least 10 weeks before the start of your sitting date for Reach. This form can be found on our ICAS Website.

## 7. YOUR OBLIGATIONS

### Your responsibility to communicate to parents

- 7.1. You are responsible for communicating any test dates, refund periods, changes to test dates and other relevant information related to the delivery of the test and results to parents upon receiving that information from us.

### Your obligation to confidential information

- 7.2. It is your responsibility to ensure that:
  - 7.2.1. any information you provide to us is in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and that you have all relevant consents for the disclosure of any student data or personal information in accordance with that Act;
  - 7.2.2. you provide us with any information reasonably necessary for us to supply you or your students with the Services;
  - 7.2.3. where Janison requires additional consents from you, parents, or your students, that you obtain these so that we can deliver the Services; and
  - 7.2.4. **you issue parents of your school with the privacy collection statement attached in Attachment 1 before you provide us with any personal information of your students.**

### Other obligations

- 7.3. You agree to supervise, support, and assist in the delivery of the test at your School in accordance with our instructions, these Terms and Conditions (including the Schedules), and the ICAS Support materials found on our ICAS Website.
- 7.4. When using our Product or Services, **you must**:
  - 7.4.1. only use the Product and Services for the purpose of conducting the assessment that you have purchased;

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- 7.4.2. ensure all students and staff use the platform at all times in accordance with these Terms and the Assessments User Guide found on our ICAS Website;
- 7.4.3. only allow students who meet our eligibility criteria to sit an assessment;
- 7.4.4. ensure that there is a registered teacher supervising the students during an assessment;
- 7.4.5. ensure that any hardware or firewall restrictions do not limit you or any of your students from accessing our Product and Services; and
- 7.4.6. only access the Product and Services through your unique user account.
- 7.5. You are responsible and liable for any activity that happens on your account. If Janison suspects any illegal, abusive or fraudulent activity, we have the right to refer you to the relevant authorities and exclude students at your School, whose results have been affected by your activity, from being eligible for medals.

#### Prohibitions

- 7.6. You **must not**:
  - 7.6.1. interfere or disrupt any technological protection measures on our Test Platform;
  - 7.6.2. combine, integrate or otherwise use the Product or Test Platform with any other application, device, system or thing if this is not contemplated for by the Assessments User Guide unless you have written permission to do so from Janison.
  - 7.6.3. resell, reproduce, decompile or reverse-engineer the Test Platform or Product;
  - 7.6.4. disclose any school code or school password to any other person. If a disclosure has occurred, you must let Janison know immediately; or

#### 8. DELAYS CAUSED BY YOU

- 8.1. If our ability to deliver the Services are delayed because you did not fulfil your obligations under clause 7 (**Obligation Failure**), Janison:
  - 8.1.1. will be allowed to suspend your access to any part of our Services until you resolve the Obligation Failure; and
  - 8.1.2. will be entitled to a reimbursement by you of any costs that we incurred as a result of your Obligation Failure.
- 8.2. Janison will not be responsible for any of your costs or losses as a result of your Obligation Failure.

#### 9. CANCELLATION/TERMINATION BY JANISON

- 9.1. We are entitled to cancel your order if:
  - 9.1.1. the product you have requested to purchase is no longer available;
  - 9.1.2. there is an error in the description of the product listed; or
  - 9.1.3. you have not made a payment and the assessment is less than 4 days away.

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- 9.2. If your order is cancelled by us, we will provide you with reasonable notice and issue a refund to you.
- 9.3. Janison may terminate our Contract with you if there is a breach of these Terms by you. Termination for breach will not entitle you to a refund.

## 10. CANCELLATIONS, REFUNDS, CREDIT NOTES OR ALTERNATIVE SITTING PERIOD

### Refund Procedure

- 10.1. You may request a refund or credit note by emailing us (**Refund Request**) and the Refund Request will be considered in-line with our [Refund Policy](#).
- 10.2. Refund Requests must be made within 7 business days of the end of a Sitting Period for that subject.
- 10.3. Where a credit note is provided to the School, the School has 1 year from the date that the credit note is issued to use the credit note. It is the School's responsibility to use the credit note before it expires.
- 10.4. The School accepts any reasonable administrative fees associated with processing a refund.
- 10.5. The approval of any Refund Requests, including whether a refund or credit note will be provided, to either Schools or parents, is at the discretion of Janison.
- 10.6. Nothing in these Terms exclude any rights that you have under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

### General Rules

- 10.7. Except where Australian Consumer Law applies, Janison will not provide a refund if:
  - 10.7.1. you change your mind about a purchase; or
  - 10.7.2. you request a refund for a past paper which is provided to you as an electronic product.
- 10.8. Refunds will generally be accepted where:
  - 10.8.1. you have made an error in your purchase and you submit a refund request within 5 business days from the date you placed your order; or
  - 10.8.2. there is a delay by Janison and no alternative Sitting Period can be agreed on.

### Refunds when the School cancels the Services

- 10.9. If the School alone decides to cancel any Services provided by us, the School is responsible for:
  - 10.9.1. notifying Janison of their intention to cancel; and
  - 10.9.2. informing the parents of the School of their intention to cancel or confirmation of cancellation.
- 10.10. Janison will not be liable to provide a refund where the School alone decides to cancel any Services provided by us. However, Janison may provide a refund at its discretion.

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10.11. Where the School has directed parents to use the PPS for payment and the School alone decides to cancel the Services, Janison is entitled to recover the cost of any refunds made to the parents from the School.

10.12. Clause 10.10 and 10.11 do not apply to Schools which are required to cancel a test due to an unforeseen circumstance (see Clause 10.15).

#### **Force Majeure or an Impractical Event**

10.13. We will not be liable or responsible if we cannot deliver the Product or Services due to an event that is beyond our control. (**Force Majeure Event**).

10.14. If a Force Majeure Event occurs, Janison will communicate with you about any alternative Sitting Periods. If no alternative Sitting Period can be agreed to between Janison and the School, a refund or credit note will be provided to you.

10.15. If your School suffers an event that is unforeseen by you and makes it impractical for the delivery of the Services to you (such as a merger or School closure) (**Impractical Event**), Janison will provide you with an alternative Sitting Period. If no alternative Sitting Period can be agreed upon, you may request a refund, showing evidence:

10.15.1. of the Impractical Event;

10.15.2. that no alternative Sitting Period is suitable; and

10.15.3. where you have made a School purchase, that you have or will be refunding all amounts collected from parents back to the parents.

#### **11. HOW WE WILL COMMUNICATE WITH YOU**

11.1. All our communication with you will be provided through the contact details you used when registering for your account.

11.2. You agree that we may contact you to:

11.2.1. share information, product, offers, events and news about ICAS and other Janison products and services; and

11.2.2. invite you to participate in research, marketing and promotional activities undertaken by us for our Product and Services.

11.3. You can request to opt out of receiving marketing and promotional communications from us at any time by using our unsubscribe facility in messages, or by emailing us.

#### **12. LIMITATION OF LIABILITY**

12.1. To the extent that legislation allows, neither Janison nor the School will have any liability to each other for any damages under this Contract, except as expressly provided for in these Terms.

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- 12.2. Where liability does arise for Janison, Janison's total liability to the School, regardless of your action or claim, will not exceed the Price you paid with respect of the Products and Services you purchased from us in the preceding 12 month period.
- 12.3. Nothing in these Terms is intended to exclude your rights under the Australian Consumer Law.

### 13. CONFIDENTIALITY AND PRIVACY

- 13.1. Janison will only collect Personal Information from you for the purpose of:
  - 13.1.1. delivering the Product and Services to you;
  - 13.1.2. to generate reports and analysis and to improve our Product and Services;
  - 13.1.3. communicate with you, including providing information about Janison products, offers, news, services and events which we consider may be of interest to you.
- 13.2. Any Personal Information you provide to us for the purposes of us delivering our Product to you will be held in Australia. In making a purchase of our Product, you consent to your Personal Information being held in Australia. We may utilise third party's to assist us in delivering the Product and/or Services. Such third party's may be located overseas, for further information please see the Janison Privacy Policy.
- 13.3. Any disclosure and collection of personal information will be in accordance with the Janison Privacy Policy and in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- 13.4. We may use de-identified and aggregated information provided for any business purpose, including sharing de-identified data with third party partners.
- 13.5. Occasionally we may generate case studies or reports to be used for marketing purposes. We will contact you for your permission if we would like to feature your school.

### 14. INTELLECTUAL PROPERTY

- 14.1. All copyright in both printed and online versions of the Product and Test Platform are owned by us.
- 14.2. You, your staff, students, and parents of your School must not produce, adapt, license, sell, re-sell, upload online, post, communicate, transmit, modify, distribute, publish or otherwise use, any part of the Product and Test Platform without written permission from us.
- 14.3. You, your staff, students and parents are not entitled to photograph, print, copy, duplicate or otherwise access the content of our tests which are protected by copyright and our Intellectual Property rights. Any attempt to do so may result in legal action against you.
- 14.4. When you make a purchase, we give you a non-exclusive, royalty-free, licence to use, publish or communicate the Product or Test Platform to the extent that it is necessary to deliver the test at your School. At the end of the Sitting Period, your license for that subject ends.

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- 14.5. Occasionally, Janison may work with partners (for example universities). Any third-party logos and/or marks are not able to be reproduced by you and do not form part of the license in clause 14.4.
- 14.6. Any breach of our Intellectual Property Rights may result in us claiming monetary damages or criminal charges against you.
- 14.7. You agree, on behalf of your staff, students, and parents that any content provided to Janison (for example answers input by students responding to a question in an ICAS Assessment) (**user generated content**) may be used by Janison for its internal business purposes (for example in marking guides and training materials) to deliver and/or improve the Product and Services (**purpose**) and you provide Janison with a perpetual, royalty free, worldwide licence to copy, alter, distribute, perform and/or display the user generated content to third parties, affiliated organisations or other users for the purpose (we can use the user generated content for our purposes with no payment to you).
- 14.8. Display by Janison of the above user generated content will be de-identified (no name included). You agree that Janison may engage in actions or omissions that would, in the absence of your consent, amount to an infringement of moral rights.

## 15. RESTRICTING YOUR ACCESS

- 15.1. Janison may restrict your access to our Product or Test Platform:
  - 15.1.1. if you breach these Terms;
  - 15.1.2. for scheduled or emergency maintenance;
  - 15.1.3. in order for Janison to rectify issues, update or improve the Product; or
  - 15.1.4. if there is an emergency, and restriction is required as a response.
- 15.2. Janison will use its best endeavours to schedule maintenance outside of test events as to limit any impact on the school's assessment. However, where a scheduled maintenance will cause a disruption to Product Platform, Janison will provide you with 14 days written notice.
- 15.3. However, if any access restrictions mean that an assessment sitting is disrupted, you are entitled to a replacement sitting date.

## 16. MISCELLANEOUS

### 16.1. Governing Law

These Terms are governed by the laws of New South Wales, Australia, and the courts of New South Wales have jurisdiction.

### 16.2. Non-Assignment

You cannot transfer your rights or obligations under these Terms to another person, school or party unless you have our written permission to do so.

### 16.3. Execution

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This contract is signed and agreed to via an online process of you clicking that you agree to these Terms when placing an order or making a purchase.

16.4. **Survival of Terms**

Even after the Contract is completed, Clauses 11-14 continue to apply.

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**SCHEDULE 1 – MEDALS ELIGIBILITY**

- 1.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals.
- 1.2 Students enrolled in Registered Home Schools or Designated Institutions are **not** eligible to compete for medals.
- 1.3 Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS test, which Janison judges to be sufficiently meritorious.
- 1.4 To ensure the integrity of ICAS Assessments, we reserve the right to investigate any matter which we believe may have affected a student's performance or eligibility for a medal.

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## ATTACHMENT 1 – PRIVACY COLLECTION STATEMENT

ICAS Assessment is owned by Janison Solutions Pty Ltd (**We, Us, Our**).

We are aware of our responsibility to protect personal information related to children and students from being disclosed when we deliver an ICAS Assessments product. Unless you, as the child's legal guardian consents, we **will not**:

- collect any personal information or data of children other than the information we need for the successful completion of an assessment, test or exam;
- transfer any personal information we obtain from a child in the delivery of assessments and tests to any jurisdiction outside of Australia;
- share any personal information relating to children with any third parties (except for those third parties necessary for us to carry out our Services or provide our Products e.g. medal engraving);
- use any personal information or data relating to children for marketing purposes.

You can view our full privacy policy at <https://www.janison.com/privacy-policy/>

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](mailto:privacy@janison.com) or by contacting [icasassessments@janison.com](mailto:icasassessments@janison.com).

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