



ICAS Assessments | Terms and Conditions for Parents

1. BACKGROUND

1.1. These Terms and Conditions (Terms) are between a parent/guardian (you) and Wisdom Education Service Center Ltd (WESCO), located at L1/394 Riccarton Road, Upper Riccarton, Christchurch, New Zealand.

ICAS Assessments is owned and delivered by Janison Solutions Pty Ltd (Janison). WESCO is an Authorised Test Centre Partner in Christchurch, appointed by Focus Education NewZealand Ltd to assist with the local administration and delivery of ICAS Assessments in Christchurch.

By agreeing to these Terms, you agree to them on behalf of yourself and your child/student as their parent or legal guardian.

1.2. These Terms apply when you:

1.2.1. Make a purchase directly from us of the following:

i. ICAS Tests;

1.3. In making a Purchase from WESCO, you acknowledge and agree to be bound by these Terms and the Schedules.

1.4. These Terms form the entire agreement between you and Wisdom Education Service Center Ltd (WESCO).

1.5. If you would like to contact us, please email our ICAS Assessments customer service at info@wesc.co.nz.

1.6. We reserve the right to amend these Terms at any time. You acknowledge that it is your responsibility to regularly check the Terms for updates, because it is the terms and conditions at the time of purchase of the Product that are binding on you.

2. DEFINITIONS

Assessment means an assessment associated with the Product.

Assessment Session means the Session you have selected for your Child to sit the ICAS test.

Janison means Janison Solutions Pty Ltd who are the owners of the Product.

WESCO means Wisdom Education Service Center Ltd, an Authorised Test Centre Partner in Christchurch.

Order means an order from you for the purchase of the Products and Services from WESCO.

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

Payment Receipt Date means the date on which WESCO receives payment from you for the Product and Services.

Price means the price for the Product and Services as set out or referred to in the WESCO Registration Form, at the time of your Order.

Product means the ICAS Tests that are offered by WESCO.

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

3. DESCRIPTION OF PRODUCT

ICAS Assessments are designed to recognize and reward academic excellence. Students are assessed on their ability to apply classroom learning to new contexts using higher order thinking and problem-solving skills. ICAS Assessments are based on the curricula for the relevant school year and delivered exclusively in an online format.

4. WARRANTY

4.1 WESCO warrants that:

- 4.1.1 the Products and Services will be provided to you using all reasonable care and skill;
- 4.1.2 the Products and Services will be consistent with any industry best practices as would be expected in the trade; and
- 4.1.3 the delivery of the Products and Services will be undertaken in compliance with all applicable New Zealand laws, standards and industry regulations.

5. METHODS OF PURCHASING & CONTRACT

5.1 Bookings for an Assessment Session are available on a first-come-first served basis.

5.2 You must ensure that your Child is available to attend on the date(s) and at the time(s) selected.

5.3 This Contract is the entire agreement between WESCO and you in relation to the ICAS assessments.

6. FEES AND CHARGES

6.1 You are responsible for any administrative fees that you incur.

6.2 By making a purchase, you agree that you have carefully considered the Price and have accepted them.

6.3 You may pay for your order via Electronic Funds Transfer.

6.4 WESCO will issue you with an invoice. This invoice must be paid within the required timeframe.

7. OBLIGATIONS

- 7.1 We 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.
- 7.2 We will ensure that:
- 7.2.1 any information you provide to us is in accordance with the Privacy Act 2020;
 - 7.2.2 all relevant consents are obtained for the disclosure of any student data or personal information.
- 7.3 You agree to sit the test at WESCO premises, in accordance with our instructions, these Terms and Conditions.

8. USE OF JANISON PRODUCTS

- 8.1 You and your Child must use the Products through the interfaces provided by us for the purpose of conducting the Assessments purchased.
- 8.2 You and your Child must not:
- 8.2.1 interfere or disrupt any technological protection measures on the Product Platform or in the Product;
 - 8.2.2 resell, reproduce, decompile or reverse-engineer the Product Platform or Product;
 - 8.2.3 make copies, sell, lend, borrow, upload, or distribute any of the tests or past papers, without prior written authorization.

9. ELIGIBILITY FOR MEDALS

- 9.1 If your Child sits the ICAS Assessment they will receive a printed certificate of achievement.
- 9.2 Medal eligibility is determined in accordance with ICAS Assessments policies and procedures.

10. CANCELLATION/TERMINATION

- 10.1 WESCO is entitled to cancel your order if:
- 10.1.1 the product requested is no longer available;
 - 10.1.2 payment has not been received within the required timeframe.
- 10.2 If your order is cancelled by us, we will provide reasonable notice and issue a refund where applicable.

11. REFUNDS

- 11.1 You may request a refund or credit note by emailing us.
- 11.2 Refund Requests must be made within the required refund period.
- 11.3 Approval of Refund Requests is at the discretion of WESCO.

12. HOW WE WILL COMMUNICATE WITH YOU

- 12.1 All communication with you will be provided through the contact details used during registration.
- 12.2 You agree that we may contact you to:
- 12.2.1 provide information relating to the Product purchased;
 - 12.2.2 share updates and notices relevant to ICAS Assessments.

13. CONFIDENTIALITY AND PRIVACY

13.1 WESCO will only collect Personal Information for the purpose of delivering the Product and Services.

13.2 Any disclosure and collection of personal information will be in accordance with the Privacy Act 2020.

14. INTELLECTUAL PROPERTY

14.1 All copyright in both printed and online versions of the Product and Test Platform are owned by Janison.

14.2 You and your children must not reproduce, distribute or publish any part of the Product and Test Platform without written permission.

15. RESTRICTING YOUR ACCESS

15.1 WESCO may restrict your access to the Product or Test Platform:

15.1.1 if you breach these Terms;

15.1.2 if there is an emergency requiring restriction as a response.

ATTACHMENT 1 – PRIVACY COLLECTION STATEMENT

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

We are aware of our responsibility to protect personal information related to children and students from being disclosed when we deliver an ICAS Assessment product to you. Unless you, the student's legal guardian, specifically 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 you in the delivery of assessments and tests to any jurisdiction outside of Australia;
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- share any personal information relating to students with any third parties (except for those third parties necessary for us to carry out our services to you (e.g. medal engraving);
- 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 or by contacting icasassessments@janison.com.

Please find more details of Privacy Policy of Janison Education Group on:

<https://www.janison.com/privacy-policy/>

WESCO POLICY

WESCO is an Authorised Test Centre Partner in Christchurch, appointed by Focus Education NewZealand Ltd.

We are aware of our responsibility to protect personal information related to children and students when delivering ICAS Assessment products.

We will:

- collect personal information only for the purpose of successfully running an assessment, test or exam;
- keep personal information confidential and limited to authorized ICAS administration purposes;
- not misuse personal information or student data for marketing purposes.

For fair and successful delivery of ICAS Assessments, you will not:

- provide incorrect information or deliberately conceal information;
- resell, reproduce, decompile or reverse-engineer the Product Platform or Product;
- disclose any ID or password to any other person;
- make copies, sell, lend, borrow, upload, or distribute any tests or past papers without prior written authorization.