

## Terms and Conditions

Terms & Conditions for the subscription to and use of the iDeal<sup>®</sup> Platform powered by Learning Matters Ltd.

**Dated:** April 2020

Thank you for visiting our website platform and interest in our subscription services (collectively the “iDeal Platform”). Please continue reading to learn about the terms by which you may use and access the iDeal Platform. By accessing or using the iDeal Platform and ticking the box marked “I Agree” you indicate that you agree to these Terms and Conditions (“Terms”).

To make these Terms easier to understand, we have used headings to help guide you. We also use words such as “You” or “Your” to refer to an iDeal User, School User, School Administrator or Registered User where the context permits. The words “We” or “Our” refer to our company called Learning Matters Limited, which owns and powers the iDeal Platform. If you cannot agree to the Terms, then please do not use the iDeal<sup>®</sup> Platform.

### 1. Definitions

1.1 In these Terms, unless the context otherwise requires:

- (a) “Aggregate/Anonymous Data” means data or information generated by aggregating data (including User Data) so that results are non-personally identifiable with respect to the iDeal User, School Users or its Registered Users.
- (b) “Agreement” means the agreement of these Terms for the access and use of the iDeal Platform.
- (c) “Business Days” means a day on which we are open for business in Hamilton, excluding weekends or public holidays.
- (d) “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers or would reasonably consider confidential or proprietary, including information consisting of or relating to the disclosing party’s technology, trade secrets, know-how, business operations, designs, plans, strategies, customers, and pricing, and information, whether or not marked, designated, or otherwise identified as “confidential.”

- (e) “Generated Content” means any and all information, text, templates, reports, data, videos, charts, graphs, analysis, educational or technical data, materials or any other information, content or data that is created, processed or generated on the iDeal Platform, or arises from using or accessing the iDeal Platform.
- (f) “iDeal Account” means the account held with Learning Matters Limited to access and use the iDeal Platform.
- (g) “iDeal Platform” means all educational materials, information, software, resourcing tools, educational and operational processes, data collection tools, Generated Data, iDeal Technology, and all Intellectual Property rights, together with all other website platform and portal subscription services provided by Learning Matters Limited from time to time and made available at [www.iDeallearningapproach.com](http://www.iDeallearningapproach.com) or [www.learningmatters.co.nz](http://www.learningmatters.co.nz) or any other website operated by Learning Matters Limited.
- (h) “iDeal Technology” means the iDeal Platform any and all related or underlying documentation, technology, code, copyright, know-how, Generated Content, Aggregate/Anonymous Data and Intellectual Property Rights arising from or subsisting in the iDeal Platform, including anything delivered as part of supporting the iDeal Platform or any other services, any updates, modifications or derivative works of any of the foregoing.
- (i) “iDeal User” means a person who registers to use the iDeal Platform is identified as the holder of the iDeal Account.
- (j) “Registered User” means any person, specialist educator, teacher, school leaders, or learning assistants other than a School User or iDeal User that uses the iDeal Platform with the authorisation of a School User or School Administrator.
- (k) “Intellectual Property Rights” means all industrial and intellectual property rights and interests (including common law rights and interests) of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, data, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, know how, processes, data entry protocols, or other proprietary rights (whether or not any of these are registered and including any application for registration).
- (l) “Learning Matters Limited” means “Us” or “We” and is the company who owns and provides the website and subscriptions services on the iDeal Platform.

- (m) “Login ID” means a personalised email address and confidential password for each iDeaL User, School User, School Administrator or Registered User, which enables Learning Matters Limited to identify each iDeaL User, School User, School Administrator and Registered User that can be accessed when using the iDeaL Platform. When the Login ID is used by each iDeaL User, School User, School Administrator or Registered User it gives access to the iDeaL Platform and the iDeaL Account.
- (n) “School Administrator” means the person or persons appointed on behalf of the School User to authorise transactions through the iDeaL Account.
- (o) “School Student Data” is any personal information (in any format) that is directly related to any identifiable student that is maintained by an iDeaL User, School User or Registered User and is subject to the Privacy Act 1993 and which is unrelated to iDeaL Platform provided by Learning Matters to the iDeaL User, School User or Registered User or which a School User, iDeaL User or Registered User decides (in its sole discretion) not to be integrated with the iDeaL Platform.
- (p) “School User” means any school or educational provider that holds an iDeaL Account and includes all Registered Users authorised by a School Administrator on behalf of a School User.
- (q) “Subscription Fees” means the subscription fee payable by a School User, iDeaL User or Registered User which covers the use of the iDeaL Platform as updated from time to time by Learning Matters Limited.
- (r) “User Data” means any information, text, images, graphs, charts, data and any other information that is created by an iDeaL User, School User, School Administrator or Registered User and entered or uploaded by an iDeaL User, School User, School Administrator or Registered User into the iDeaL Platform, but excludes School Student Data, Generated Content, Aggregate/Anonymous Data or iDeaL Technology.
- (s) “We” or “Us” means Learning Matters Limited.
- (t) “You” means the iDeaL User, School User, School Administrator or Registered User where the context permits. “Your” has a corresponding meaning.

## 2. Creating an Account

2.1 You must provide information to create a Login ID that will be used to set you up as an iDeaL User and access your iDeaL Account. If you are a School User, you will need to register at least one individual as a School Administrator, who has the highest level of rights and responsibilities in relation to the iDeaL Account. Do not sign up as a School User if you do not have the permission to do so. Once you sign up as an iDeaL User or School User, you take full responsibility for controlling how you manage your iDeaL Account, Login ID and who you give access to as a Registered User.

## 3. School Administrator and iDeaL User Roles and Access

3.1 Every School Administrator is also an iDeaL User and the responsibilities of a School Administrator or an iDeaL User may include, but are not limited to, the following:

- a) creating, editing and administrating the setup of an iDeaL Account or Registered Users who are authorised to access an iDeaL Account;
- b) assigning and designating levels of access rights for each iDeaL Account or Registered User;
- (b) resetting Login IDs for iDeaL Users or Registered Users;
- (c) accessing and using the iDeaL Platform;
- (d) creating, editing, uploading, viewing, transferring, sending, receiving and sharing User Data and Generated Content on an iDeaL Account;
- (e) disabling or restricting access to an iDeaL Account; and
- (f) receiving all notices from us in relation to the iDeaL Platform.

3.2 As a School Administrator you must ensure all Registered Users accept these Terms, so they can access and use the iDeaL Platform. You are responsible for all your Registered Users' activity on your iDeaL Account and when accessing and using the iDeaL Platform. Therefore, please keep your Login IDs and other authentication details secure as we are not responsible or liable for any acts or disclosure of information occurring due to unauthorised use. Please let us know if you think the security of your iDeaL Account has been compromised.

## 4. Registered User Role and Access

4.1 As a School User you may provide access to your iDeaL Account to a specialist educator, teachers, school leaders, or learning assistants ("Registered User").

A Registered User will be set up by the School Administrator, who has the ability to authorise access, limit access or revoke access rights of a Registered User. As a School User, it is important you understand the access rights you are granting to Registered Users. A Registered User may, within the limits (if any) authorised by a School Administrator:

- (a) view and access the iDeaL Account and Content;
- (b) authorise transactions, dealings or communications on the iDeaL Platform as authorised by the School User and/or School Administrator;
- (c) access and use the iDeaL Platform; and
- (d) create, upload, transmit, submit, view, share and deal with User Data and Generated Content any other information or data on the iDeaL Account.

4.2. As a Registered User, you must comply with the provision of these Terms and tick the box marked “I Agree” to indicate that you agree to these Terms. If you stop working for, or are no longer authorised by a School Administrator and/or School User, you must immediately terminate, or request the School User or School Administrator to terminate, your access to the School User’s account and the iDeaL Platform. You must notify us immediately of any breach of security or unauthorised use of the School User’s Account or iDeaL Platform, subject to the School Administrator or School User providing consent that you can do so.

## **5. Use of the iDeaL Platform**

5.1 You are allowed to access and use the iDeaL Platform, including other applications and services that we make available from time to time as part of the iDeaL Platform. You control your iDeaL Account and how you interact with the iDeaL Platform. We grant you a non-exclusive and non-transferable right to use and access the iDeaL Platform for educational purposes and only as permitted in these Terms.

5.2 The collection of User Data is controlled by you as an iDeaL User, School User, School Administrator or Registered User. You must ensure that you do not use, hold, or give access to User Data that relates to a third party unless you are authorised to use, hold and disclose that information on behalf of a third party, or the information is already in the public domain. You must ensure that all User Data collected, entered, uploaded, transmitted or dealt with or used on the iDeaL Platform in any way, is representative of User Data obtained from the students in your classroom or school based learning support groups only. You must ensure that these students have consented

to you using their data as a basis of your User Data, and warrant that you have otherwise obtained all necessary rights in the User Data or consents to use the User Data as may be necessary to permit the access, use and distribution of the User Data as contemplated by these Terms.

- 5.3 By providing us with your email address, you consent to any information we send to you from time to time, including offers and other information about our products and services. However, you can ask us to stop sending you information, but this may stop you from receiving updates, improvements and other offers.
- 5.4 We may from time to time and at our discretion introduce upgrades and updates to the iDeal Platform. We will use reasonable endeavours to ensure that such upgrades and updates will not affect the core functionality of the iDeal Platform.
- 5.5 Please do not modify, reverse-engineer, decompile or otherwise interfere with the iDeal Platform in any way.
- 5.6 We will make reasonable efforts to:
  - (i) maintain our systems associated with the iDeal Platform free from viruses and other harmful code; and
  - (ii) ensure the functionality of the iDeal Platform is performed in a professional, workmanlike manner commensurate with educational practices.

## 6. Payment for iDeal Platform

- 6.1 If you use the iDeal Platform, you will need to pay a Subscription Fee that can either be paid:
  - (i) monthly with each month paid in advance by direct debit; or
  - (ii) annually paid in advance by direct debit.
- 6.2 All Subscription Fees are exclusive of GST. You are responsible for paying all other fees or taxes associated with your use of the iDeal Platform.
- 6.3 In order to keep accessing and using the iDeal Platform, you need to pay your subscription fee. If we do not receive your Subscription Fees, we may charge default interest at annual rate of 2.5% with interest to be calculated daily from the due date to the date of payment, or we may suspend or withhold access to your iDeal Account until you have paid all amounts owing in full.

6.4 Let us know of any changes in your contact details, payment details, or any other details that may be relevant and help you access the iDeaL Platform.

## 7. Review of Subscription Fee

7.1 We may review the Subscription Fees by giving you thirty (30) Business Days' notice in writing (the end of which is a "Review Date"), provided that:

- (a) the reviewed Subscription Fees will be emailed to you; and
- (b) you object to the reviewed Subscription Fees, you may terminate this Agreement by giving us written notice at least 10 Business Days before the Review Date.

7.2 If you terminate this Agreement, the Agreement will be deemed terminated as of the Review Date.

7.3 No refunds are given on monthly or annual fees paid in advance, where you terminate this Agreement part way through the period for which you have paid.

## 8. Terms and Termination

8.1 This Agreement will commence on the date that we make the iDeaL Platform available to you via the iDeaL Platform and will continue unless terminated by you or by us as provided in these Terms.

8.2 If you commit a material breach of the Terms, we may terminate the iDeaL Platform if: (a) we provide written notification to you about the material breach; and (b) such material breach is not resolved within thirty (30) Business Days of notification, or in the case of a failure by you to pay Subscription Fees in a timely manner after a ten (10) Business Day late payment period.

8.3 You have the right to terminate the iDeaL Platform at any time and for no reason. If you terminate the subscription for the iDeaL Platform, you may only do so if you agree to pay the remaining balance of the Subscription Fees payable for the remainder of the subscription period. In the event of an early termination for any reason, your access and use of the iDeaL Platform shall cease immediately.

## 9. Intellectual Property Rights and Data

9.1 As an iDeaL User, School Administrator, School User or Registered User, you will continue to own all of your User Data (as defined above) when you create your User Data or enter or upload it into the iDeaL Platform.

- 9.2 You grant us a non-exclusive, royalty free, irrevocable, fully paid up, sublicensable, worldwide license to use your User Data for any purpose. For clarity, this means that we may use, copy, duplicate, store, reproduce, release, display, perform, publish, distribute and fully exploit the use of your User Data (in whole or in part) once you have entered or uploaded your User Data on the iDeaL Platform.
- 9.3 You are permitted to use and upload any and all of your User Data into a third-party management system or other system in an individual student report PDF format, or in any other format agreed in writing between you and Learning Matters Limited.
- 9.4 As soon as your User Data has been uploaded, processed, evaluated or used by us in any way on the iDeaL Platform, it will automatically become Generated Content, Aggregate or Anonymous Data, or iDeaL Technology which is owned exclusively by Learning Matters Limited.
- 9.5 The iDeaL Platform and all materials and services made available to you on the iDeaL Platform, including but not limited to, iDeaL Technology, Generated Content, Aggregate or Anonymous Data and Intellectual Property Rights are the exclusive property of Learning Matters Limited.
- 9.6 We grant you a non-exclusive, non-transferable, revocable license to use the iDeaL Platform, iDeaL Technology, Generated Content, Aggregate or Anonymous Data and related Intellectual Property Rights on a limited basis and to the extent necessary to:
- (a) use and access the iDeaL Platform;
  - (b) use and access the Generated Content and Aggregate or Anonymous Data made available to you pursuant to these Terms; and
  - (c) download, copy, use, save or print out information derived from the iDeaL Platform, including Generated Content, Aggregate or Anonymous Data, solely for your educational teaching purposes.
- 9.7 You acknowledge and agree that you have a limited and non-transferable right to use Generated Content, iDeaL Technology, Aggregate or Anonymous Data and other information derived from the iDeaL Platform in accordance with the permitted purposes under clause 9.6 and do not have permission to share this information with any third party unless permitted under these Terms.
- 9.8 You must not download, copy or store any Generated Content, Aggregate or Anonymous Data, iDeaL Technology or any other content or information derived from the iDeaL Platform on any other third-party management system or other system.



- 9.9 You must not make any changes to the copyright and other intellectual property notices displayed in any of the content on the iDeal Platform, including any Generated Content, iDeal Technology, Aggregate or Anonymous Data.
- 9.10 For clarity, Learning Matters Limited owns all the iDeal Accounts that you use to access the iDeal Platform along with any rights of access to Generated Content, Aggregate or Anonymous Data or iDeal Technology, but excluding User Data or School Student Data.
- 9.11 We will make all iDeal Technology, Generated Content, Aggregate or Anonymous Data readily available to you in accordance with these Terms, subject to your payment of the Subscription Fees, paid monthly in advance or annually on a rolling twelve (12) month basis. Fees may be charged by us, if you require Generated Content over 12 months old.
- 9.12 Pursuant to clause 9.3, you may use the iDeal Platform to distribute your User Data to parties which you approve, including School Administrators, iDeal Users or Registered Users. However, we shall not be responsible or liable for: (a) your failure to maintain or update School Administrators, iDeal User or Authorised Users; or (b) any unauthorised use, sharing or disclosure of any Login IDs provided to iDeal Users, School Administrators or Registered Users.
- 9.13 We shall retain all rights, title and interest (including all Intellectual Property Rights) in and to the iDeal Platform, iDeal Technology, Generated Content, Aggregate or Anonymous Data and all information, data, materials and content related thereto (excluding User Data and School Student Data) and all modifications and derivative works.

## 10. **Aggregate / Anonymous Data**

- 10.1 You agree that we will have the right to generate Aggregate / Anonymous Data and that all Aggregate / Anonymous Data will be deemed to be iDeal Technology, which we may use for any purpose during or after the term of this Agreement (including without limitation) to:
- (a) develop and improve our products and services;
  - (b) analyse and gain understanding as to how the iDeal Platform is being used;
  - (c) market the iDeal Platform; and
  - (d) generate and distribute reports, research and insights and other materials to third parties and other customers or users of the iDeal Platform which may or may not be associated with you or your Registered Users.

- 10.2 We will only disclose Aggregate / Anonymous Data externally in a de-identified (anonymous) form that does not identify you or your Registered User, and that is stripped of all persistent identifiers. You are not responsible for our use of Aggregate / Anonymous Data.
- 10.3 We may collect and upload User Data from a third party provided that: (a) we have a data sharing or licence agreement in place with the third party or the third party is a user of the iDeaL Platform and records User Data directly on or through the iDeaL Platform; and (b) your user settings provide, or you have previously authorised us to collect User Data from the third party and you pay all applicable fees (if any) for collecting and uploading that third party's User Data into iDeaL Platform.

## II. Content Security

- 11.1 You acknowledge that:
- (a) given the nature of how User Data is transmitted, we cannot guarantee the security of User Data being transmitted;
  - (b) you transmit User Data on and through the iDeaL Platform at your own risk; and
  - (c) if you become aware of any problems with the security of User Data, you must immediately notify us of the problem by email.
- 11.2 We will use all reasonable endeavours and precautions to keep Data secure once you have provided User Data on or through the iDeaL Platform.
- 11.3 We use industry standard procedures to store, preserve, access and grant access to User Data, including performing daily backups of data which is retained for 31 Business Days for disaster recovery purposes. We encourage you to perform regular backups of User Data, and you acknowledge that we are not responsible or liable in any way for the failure to store, preserve, access or grant access to User Data that you transmit, store, archive or otherwise make available on the iDeaL Platform.
- 11.4 We have no obligation to screen or monitor any User Data provided by iDeaL Users, School Administrators or Registered Users. If we become aware or have any reason to believe that User Data is violating these Terms or any laws or regulations, we may in our sole discretion remove and/or delete the applicable User Data, suspend and/or terminate the iDeaL Account, including the iDeaL Users, School Administrators and Registered Users' access to the iDeaL Platform.

- 11.5 We allow you to download, upload, store, archive, access or grant access to the User Data, Generated Content, Aggregate / Anonymous Data at any time in the iDeaL Platform as provided in these Terms.

## 12. Technical Requirements and Restricted Use

- 12.1 In order to use the iDeaL Platform, you agree that your equipment, operating system, browser and software must meet the minimum standards determined by us. You will be responsible for all costs associated with any change to your systems and/or data required to meet our technical and/or data standards.
- 12.2 The minimum and technical data standards may need to be altered by us from time to time. You agree that we can revise those required technical or data standards (in whole or in part) so you can continue to use the iDeaL Platform.
- 12.3 You agree to:
- (a) obtain all necessary rights, releases and consents to allow User Data to be collected, used and disclosed on the iDeaL Platform and grant us the rights set out in these Terms;
  - (b) use the iDeaL Platform in compliance with our Privacy Policy. You should read the [Privacy Policy](#). This tells you more about how we handle personal information and forms part of these Terms.
  - (c) not submit, collect or use any personally identifiable information (other than personal information about those third parties who have consented to you using their personal information; or
  - (d) not take any action that would cause us, the iDeaL Platform or the iDeaL Technology (including Intellectual Property Rights) to become subject to any terms or obligations of a third party (including open source license terms).
- 12.4 You represent and warrant that the collection, use and disclosure of User Data will not violate any third-party rights, including intellectual property, privacy or copyright rights.
- 12.5 All User Data is controlled by you as either an iDeaL User, School User, or School Administrator or Registered User. You must ensure that you do not hold or give us access to User Data that relates to a third party unless you are authorised to hold and disclose that information on behalf of a third party, or the information is already in the public domain.

- 12.6 If you receive any take down requests or infringement notices relating to User Data or your use of third-party products, you must promptly stop using the related item with the iDeaL Platform and notify us.
- 12.7 If we receive any take down requests or infringement notices relating to User Data or your use of third-party products, we may respond in our sole discretion and will notify and consult with you on the next steps.
- 12.8 You must not sell, resell or provide to third parties any of the User Data, Generated Content, materials or services provided by us on the iDeaL Platform unless permitted under these Terms.
- 12.9 You indemnify us against all claims, costs, damages and loss arising from your breach of any of these Terms or any obligation you may have to us, including (but not limited to) any costs relating to the recovery of any Subscription Fees that are due but have not been paid to you.

### **13. Confidential Information**

- 13.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
- 13.2 Each party's obligations under this clause will survive the termination of these Terms.

### **14. Warranties**

- 14.1 You warrant that:
  - (a) You have the power and authority to enter into these Terms and where you have registered to use the iDeaL Platform on behalf of another person, you have the authority to agree to these Terms.
  - (b) You own all rights, title and interest in and to the User Data, or have otherwise secured all necessary rights in the User Data or consents to use the User Data as may be necessary to permit the access, use and distribution of the User Data as contemplated by these Terms, or as otherwise authorised by you through the iDeaL Platform.
  - (c) The User Data does not include any virus, worms, Trojan horse or other harmful, malicious or disabling code or device that is designed to damage or allow unauthorised access to the iDeaL Platform.

- (d) The User Data will not violate, infringe, misappropriate or otherwise interfere with any copyright, trade mark, trade secrets, right of privacy or publicity, or any other intellectual property rights, proprietary or any other right of any person or entity;
- (e) The User Data will not contain any material which is unlawful, harmful, abusive, obscene, threatening, libellous or defamatory, false or inaccurate or violate any applicable local or international law.

14.2 If you are entering into the Agreement and are acquiring the iDeal Platform for the purposes of a business the Consumer Guarantees Act 1993 will not apply except as expressly set out in these Terms.

14.3 We give no warranty about the iDeal Platform. Without limiting the foregoing, we do not warrant that the iDeal Platform will meet your requirements or that they will be suitable for any particular purpose. For clarity, all terms, conditions, representations and warranties are excluded to the maximum extent permitted by law.

## 15. Limitation of Liability

15.1 We exclude all liability to you (whether by damages or otherwise) for any consequential, economic or indirect loss or damage arising out of the Terms or use of the iDeal Platform. This exclusion applies whether our liability arises in contract, tort (including negligence) or otherwise.

15.2 If you suffer loss or damage as a result of our negligence or failure to comply with these Terms, any claim made by you against us arising from our negligence or failure will be limited in respect of one incident, or series of connected incidents, to the Subscription Fees paid by you in the previous 12 months.

15.3 We are not responsible for any failure to provide the iDeal Platform where such failure is caused, or contributed to, by an event outside our reasonable control.

15.4 We do not provide any guarantee and have no liability to you in respect of the communications and computer links between you and us (or you and your School Administrator or Registered Users) allowing access to the iDeal Platform.

15.5 If you are not satisfied with the iDeal Platform, your sole and exclusive remedy is to terminate these Terms.

## 16. International Access

- 16.1 We make no claim that the iDeal Platform or any User Data may be lawfully viewed or downloaded outside of New Zealand. If you, as an iDeal User, School Administrator, School User or Registered Users access the iDeal Platform and User Data outside New Zealand, then you are responsible for compliance with the laws of the applicable jurisdiction.

## 17. General

- 17.1 Neither party will be responsible for any act, omission or failure to fulfil its obligations under these Terms if such act, omission or failure arises from any cause reasonably beyond its control.
- 17.2 You acknowledge that you have carried out all appropriate investigations and relied on your own knowledge or independent advice or both in assessing the risk, contingencies and circumstances that could affect your decision to enter into the Terms and use the iDeal Platform.
- 17.3 Any notice, document, request, demand or other communication (“notices”) to be given by the parties to each other by email or via the iDeal Platform. The email address for you and us are those specified during the registration process.
- 17.4 You may not assign or sublet its rights under these Terms without our prior consent, to be given in our sole discretion.
- 17.5 Where the Terms prohibit you from undertaking any action, you will be responsible for ensuring that your specialist educators, teachers, school leaders, or learning assistants observe the same prohibitions.
- 17.6 The Terms are governed by the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 17.7 Where any term or provision in the Terms is invalid, illegal or otherwise contrary to statutory or common law rule, such term or provision shall be deemed replaced by a term or provision that is valid and enforceable and which comes closest to expressing the intention of the term replaced.
- 17.8 These Terms, together with our Privacy Policy and the terms of any other notices or instructions given to you under these Terms, constitute the entire agreement between the parties and replace all prior agreements or undertakings between us.
- 17.9 The obligations set out under clauses 9, 10, 12.9 and 13.1 will continue in force notwithstanding termination or expiry of the Agreement.



# iDeaL<sup>®</sup> Terms and Conditions

## 18. Dispute Resolution

- 18.1 In the event that any claim or dispute arises under the Terms, we shall have the right to refer the matter to arbitration by a single arbitrator nominated by the President of the New Zealand Law Society, such arbitration to be otherwise carried out in accordance with the Arbitration Act 1996.

### Declaration

I acknowledge I understand the Terms and Conditions and the role I play in relation to what is set out this document. I also confirm I have the authorisation to sign the following on behalf of my school.

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*Name of School*

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*Date*

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*Employees Name*

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*Position Held*

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*Phone:*

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*Email:*