



FlexiSchools Online Ordering Application

May 12

Welcome to FlexiSchools

FlexiSchools¹ streamlines the process of providing ordering and payment services to the school community – from ordering and fulfilment systems, through to delivery, invoicing and payment.

To provide a consistent, high-quality and reliable service to students, parents and teachers, FlexiSchools and the school community must work hand-in-hand. There are two key ingredients to our combined success:

- a) **Communication.** There must be open and reliable communication between parents, school and FlexiSchools. FlexiSchools believes strongly in listening to all feedback - positive and negative - and using this feedback to continually improve all aspects of the operation.

- b) **Simple, yet robust processes.** The processes behind FlexiSchools have been designed to be as simple and unobtrusive as possible. The aim is to ensure a reliable service and a great experience for parents

You will find that the process of running your school services with the FlexiSchools service is very easy and efficient. If you feel that we can do more to improve the processes, we always welcome your feedback and experience.

So welcome to FlexiSchools! We hope to have a long and successful relationship with you and your school community. Read on to find out more about the system and complete the attached application form to receive access to the FlexiSchools Management System.

- The FlexiSchools Team.

¹ FlexiSchools is a registered trading name of The Scotney Group Pty Limited ACN 114 508 771.

The FlexiSchools Operation

The following text outlines the FlexiSchools process, from ordering to fulfilment and payment. Whilst this description focuses on the school facility's role, we'd also like to give you a brief outline of the parents' experience.

Registration

Parents register themselves for the school service via the FlexiSchools Website (www.flexischools.com.au). Parents are instructed to "Add a Student" and they will enter the school's name. *The registration instructions will be provided to your school once your application is processed along with information/flyers to hand out to parents.* Following this, the parent selects the student's class name from the list. The parent can now begin to order for the child immediately.

Ordering

Parents place orders from the relevant menu (ie tuckshop, uniform shop) through the FlexiSchools website, specifying:

- a) items from the chosen menu, including any allowable customisation or special instructions
- b) Pickup time and day (there may be more than one time, e.g. recess/lunch)

Validation of Orders

Orders placed through the system are validated against the following parameters:

- a) The Menu and item availability
- b) The order cut-off time
- c) Parent's available balance

If the order does not meet any of these criteria, the customer is informed that the order cannot be accepted.

Transmission of Orders

Once orders have been placed by a customer, FlexiSchools transmits the order details to the service provider. For tuckshop orders, these will be transmitted onto the FlexiSchools software application.

For the Uniform Shop, the orders are transmitted by email to the uniform convenor.

Fulfilment of Orders

Tuckshops

The FlexiSchools software application provides production sheets and order labels to make the production of food quick and easy.

The production sheet allocates certain items to "Production Areas" for easy preparation and storage. For example, you might create "hot" and "cold" production areas so that orders with both hot and cold items are split into two bags.

The order labels can be simply stuck onto paper bags to make it easy to find and distribute the orders to Students.

Uniforms or other Facilities

The FlexiSchools system will send an email to the convenors at the end of each day. This email will have an attachment containing any orders placed online during that day. If no orders were placed, no email will be sent. The convenor merely needs to press print once and a form for each order prints out. The forms are formatted such that the child's name and class is visible in the window pane of a standard envelope.

Payment

Once a week (on a day to be specified), the school or parents association will be paid for all the orders successfully completed during the preceding week. The payment is made electronically, via EFT, directly into the nominated accounts. Payment and reporting can be split as required by the school.

Fees

The cost of the FlexiSchools service is shared between the school or parents association and the Students:

1. Management Fee: 3% (incl GST) of the cost of goods sold through the FlexiSchools Management System. This is charged to the facility providing the goods or service.
2. Account Top-Up Fee: 29c charged to Parents when they top-up their FlexiSchools Accounts,
3. For Online Orders (TUCKSHOP ONLY) Parents are charged a 25c order fee (GST incl) for each order placed through the FlexiSchools Management System.

The payment of any Service Fees by the school to FlexiSchools relies on FlexiSchools meeting the Service Level Agreements outlined in this document during the month that fees are due and payable.

Label Printer and Installation

Tuckshops Only

Tuckshops will receive an installation pack which will allow them to collect orders, print production information and print order details onto sticky labels.

The Installation Pack costs \$635 plus GST and includes:

- Dedicated thermal label printer
- Sticky labels (free over the term of the arrangement)
- Application software
- Information brochures for distribution to Students
- Information for inclusion in School Newsletters and website
- Training – further information below

Note that the thermal label printer does not consume ink, and does not need servicing

Installation / Training

FlexiSchools will provide comprehensive installation and training. Each school will have to nominate at least one representative to have "administrator rights".

Following that, a helping hand is always just a phone call or email away. The help desk is manned by experienced staff on all business days during 8am – 5pm.

Phone FlexiSchools: **1300 361 769**

Email Support: help@flexischools.com.au

Application Form

Please find the application form attached to the bottom of this document. Simply fill out the form and return with a copy of your menu and we'll have you set up within a couple of days.

Questions

If you have any questions regarding the operation of FlexiSchools or any aspects of this application, feel free to contact a FlexiSchools representative on 1300 361 769 or via email on help@flexischools.com.au

We are looking forward to working with you soon!

- The FlexiSchools Team

Checklist

Application completed and signed	
Menu Sent and Agreed	
Days and Times of Operation Sent	
Class Identifiers (Primary only) Sent	
Contact Details Completed	
Copy of Bank Statement Sent	

Application to access the FlexiSchools System

To gain access to the FlexiSchools service, please complete and sign the following form and send to FlexiSchools at: **17A Whistler St, MANLY NSW 2095**, email to applications@flexischools.com.au, or fax **(02) 8014-8029**

If you have any queries regarding the application, please call us on 1300 361 769.

School / Organisation Details

Organisation Name _____

Organisation ABN _____

Organisation Address _____

Will your service be registered for GST? YES NO

Direct Deposit Details

The account specified below will be used to deposit payment for goods and services provided by the facility using the FlexiSchools Management System.

BSB _____

Account Name _____

Account Number _____

PLEASE PROVIDE A COPY OF A BLANK DEPOSIT SLIP OR RECENT BANK STATEMENT FOR THE NOMINATED ACCOUNT FOR VERIFICATION PURPOSES

Contact Details

FlexiSchools Advocate

Please nominate a person to be the FlexiSchools Advocate. This person will be responsible for the success of the system at school (for example they would coordinate promotion of FlexiSchools to parents via email or newsletters).

Contact Name _____

Position _____

Daytime Tel _____

Mobile Tel _____

Email _____

School Principal

Contact Name _____

Position _____

Work Tel _____

Mobile Tel _____

Email _____

Facility Manager – please circle Tuckshop/Canteen/Uniform Shop/Other: _____

Manager's Name _____

Facility Name _____

Facility Phone _____

Mobile Tel _____

Fax Number _____

Facility Email _____

Financial and Reporting Contacts

Please list the contact details of the person(s) who should receive financial information, such as weekly statements of transactions and remittance advices for payments:

Contact Name _____

Position _____

Daytime Tel _____

Mobile Tel _____

Email _____

Menu/Catalogue Details

FlexiSchools will help with establishing the menu or catalogue online, including allowable customisation of items. Future changes to items, pricing or customisation, can be performed by the Manager, or other nominated user, via the FlexiSchools website. Please attach a copy of your required menu/catalogue.

Days & Times of Operation

Please list the days and times of operation. For canteens/tuckshops, please include all relevant break times. Food orders will cut off by 9:30am, unless specified.

Class Names

A list of class names is entered into the website so that parents select their child's class on registration. The class name is displayed on the top of each order, and is also used to determine which menu or catalogue is to be displayed (for example, primary and secondary menus). Please list all relevant class names:

_____ (or attach separately)

Installation Pack

I would like to purchase the **Standard** Online Installation Pack: (tick) \$635 + GST

The label printer, labels and application software will be shipped to the school at no additional cost.

OR

I would like to purchase the **Uniform Only** Online Installation Pack: (tick) \$350 + GST

OR

I would like to purchase the **Additional Services Option**: (tick) \$425 + GST

*(You MUST **already have** a service with FlexiSchools to qualify for this option.)*

An invoice for your purchase will be sent to you following receipt of this application.

Acceptance of Terms and Conditions

By signing this FlexiSchools Application you will be deemed to have read and accepted the attached Terms and Conditions (on the following pages) on behalf of the Organisation named in this Application.

Authorised Signature

Authorised Signature **(if second required)**

Print Name

Print Name

_____/_____/_____

Date

_____/_____/_____

Date

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement:

Account means an account created by FlexiSchools at the request of a person for the purpose of allowing that person to accept offers of Goods and Services from You [and make payments to You in respect of those Goods and Services].

Account Holder means a person who has opened an Account.

Activity means a service or event operated by You which uses the FlexiSchools Management System to transmit an offer [and receive payment].

Authorised Manager means a person appointed as such by You in this Application or by written notice to FlexiSchools.

Appendix means an appendix to this Agreement which forms part of this Agreement.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general banking business in Sydney.

Facility means a service site, owned or managed by You which is responsible for providing Goods and Services and is listed in this Agreement or an Appendix.

FlexiSchools means The Scotney Group Pty Ltd ABN 27114508771 trading as FlexiSchools.

FlexiSchools Management System (or the System) means the service offered by FlexiSchools described in this Agreement and includes use of the Website.

Goods mean food, beverage and other items supplied by You.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all intellectual property rights,

including: patents, copyright, rights in circuit layouts, registered designs, trade marks; and any application or right to apply for registration of any of those rights.

Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Loss means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

Management Fee has the meaning given to it in clause 15.

Materials mean menus, customisation options, pricing, delivery times and other details relating to the offer and supply of Goods and Services.

Non-Excludable Guarantees means any statutory implied guarantees provided under the Competition and Consumer Act 2010 (Cth) or any implied warranties provided under the Australian Securities and Investments Commission Act 2001 (Cth).

Services means services performed by You.

Software means the software provided by FlexiSchools for use with the System.

Website means the FlexiSchools website located at www.flexischools.com.au.

You and Your means the organisation named in this Agreement and Your employees, agents and contractors.

In this Agreement, any use of the verb **includes**, or of words such as **for example** or **such as**, do not limit anything else that is included in general speech.

2. RIGHT TO USE THE FLEXISCHOOLS MANAGEMENT SYSTEM AND LICENCE TO USE SOFTWARE

2.1 In consideration of payment of the Management Fee, FlexiSchools grants You during the term of this Agreement:

- (a) the right to use the FlexiSchools Management System; and
- (b) a non-transferable, non-exclusive licence to use and install the Software on Your equipment,

in each case, in accordance with its terms of this Agreement for the purpose of offering Goods and Services in Australia to Account Holders.

3. WEBSITE AND SOFTWARE

3.1 The Website and all of the content on the Website is and remains the exclusive property of FlexiSchools.

3.2 The Website will have the functionality set out Schedule 2 of this Agreement.

3.3 You acknowledge that there is no transfer of title or ownership to the Software or any modifications, updates and new releases thereto.

3.4 You acknowledge that FlexiSchools is not obliged to support the Software, whether by providing error-correction, modifications, new releases or enhancements or otherwise.

3.5 You agree that you will not, directly or indirectly (and will not allow others to):

- (a) copy the Software, except as necessary to install on Your equipment;
- (b) sell, lease, transfer, give possession of, or sub-licence the Software to others;
- (c) write or develop any derivative or other software programs, based, in whole or in part, on the Software.

4. YOUR OBLIGATIONS

4.1 You agree that you will not, and You will not allow any other person to, reproduce, modify or adapt the FlexiSchools Management System, the Website or its contents.

4.2 You agree that you will not, and You will not allow any other person to, use the FlexiSchools Management System, the Website or its contents:

- (a) so as to breach any Law, infringe a third party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority; or
- (b) in connection with any information or material that may be, or that may encourage conduct that may be, unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent.

Policies and Procedures

4.3 In using the FlexiSchools Management System You agree to comply with all policies and procedures that are notified to You by FlexiSchools from time to time.

Keep Confidential

4.4 You agree to keep confidential and secure against any improper or unauthorised access or use any usernames, logins and passwords that are provided to You to access the FlexiSchools Management System and Your Materials and not to allow any third parties to use such usernames, logins and passwords.

4.5 You agree to keep confidential any other information of FlexiSchools which is by its nature confidential or which is designated as confidential, including business processes, marketing activities, activities, affairs and business plans and current or potential clients and Account Holders of FlexiSchools.

Harmful Material

- 4.6 You agree not to transmit on or through the FlexiSchools Management System any material of any kind which contains a virus or harmful component.

Equipment

- 4.7 You acknowledge that FlexiSchools will not provide or maintain the equipment required to access the System (such as computers, fax machines, telephone lines or internet connections), which is Your sole responsibility.

Liability for Goods and Services

- 4.8 You acknowledge that:
- (a) the display of the Materials on the Website constitutes an offer to Account Holders to buy the Goods and Services displayed;
 - (b) an order placed by an Account Holder through the FlexiSchools Management System (including the Website) constitutes acceptance of that offer and creates a legally binding contract between You and the Account Holder;
 - (c) the FlexiSchools Management System acts as a method for You to communicate offers to sell Goods and Services to Account Holders and for Account Holders to accept such offers [and to make payments to You/provide consideration in respect of the same] and that FlexiSchools is not involved in the transaction between You and the Account Holder; and
 - (d) You retain sole responsibility for the quality, safety and supply of Goods and Services.
- 4.9 You agree to comply with all applicable Laws relating to the quality, safety and supply of Goods and Services (including the Australia New Zealand Food Standards Code and those Laws relating to the storing, supply, handling, preparing, transporting, labelling,

distribution and manufacture of food).

- 4.10 You agree to maintain all necessary licences and approvals and authorisations.
- 4.11 You agree to maintain (and, where necessary, renew) appropriate insurance policies (including workers' compensation insurance and public and product liability insurance).

Authorised Manager

- 4.12 You may appoint a person or person to act as Authorised Manager by notice in writing to Flexischools.
- 4.13 Flexischools will provide Your Authorised Managers with a username, login and password to the Website for the purpose of viewing and modifying Your Materials and viewing other information relating to Your Facilities.
- 4.14 You agree to release, discharge and indemnify FlexiSchools from and against any claims, liabilities and expenses arising out of or in relation to Your Authorised Manager's use of the System.

5. FLEXISCHOOLS OBLIGATIONS

Service

- 5.1 FlexiSchools agrees to provide You with access to orders placed on the FlexiSchools Management System and training and instruction to use the System.
- 5.2 FlexiSchools agrees to provide services to Account Holders in accordance with Schedule 2 of this Agreement.
- 5.3 FlexiSchools will provide all updates of the System to You when they become available and at no cost to You. If You request a specific change to the System, FlexiSchools will agree a specific quote with You prior to commencing any work.

Keep Confidential

- 5.4 FlexiSchools agrees to keep confidential and secure against any improper or unauthorised access or use any of Your information that is, by its nature, confidential or that is designated as confidential including, business processes, marketing activities, activities, pricing, affairs and business plans and Your current or potential clients and customers.
- 5.5 FlexiSchools agrees to keep confidential and secure against any improper or unauthorised use any of Your Materials [or Account Holder data (including but not limited to personal and credit card details) that are collected by the System].

Insurance

- 5.6 FlexiSchools must maintain (and, where necessary, renew) appropriate insurance policies (including workers' compensation insurance and public and product liability insurance).

Harmful Materials

- 5.7 FlexiSchools must not transmit on or through any of Your information technology systems any material of any kind which contains a virus or harmful component.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge that this Agreement does not transfer any Intellectual Property Rights to You in the FlexiSchools Management System or its contents, except for the licence granted under clause 2.

7. FLEXISCHOOLS ACCOUNTS

- 7.1 FlexiSchools agrees to open and maintain Accounts at the request of any person for the purpose of allowing that person to accept offers of Goods and Services from You.
- 7.2 Subject to Clause 7.7, FlexiSchools is responsible for ensuring that the balance of an

Account is sufficient to pay for any Goods or Services purchased from You.

- 7.3 FlexiSchools may charge Account Holder's fees as outlined in an Appendix. FlexiSchools will collect these fees from Account Holders by reducing the balance of their Account.
 - 7.4 FlexiSchools has sole responsibility for the collection of fees from Account Holders.
 - 7.5 FlexiSchools will be responsible for the payment of any fees and charges arising from the collection, transmission and refunding of funds from Account Holders, including, but not limited to, bank fees and merchant fees.
 - 7.6 If an Account Holder has insufficient funds in their Account to cover fees or transactional charges, FlexiSchools will suspend their Account.
 - 7.7 Where an Account has been suspended by FlexiSchools and the message to suspend the Account has been transmitted to Your server, You are solely responsible for collecting any consideration due in relation to any subsequent transactions which occur on that Account.
 - 7.8 FlexiSchools will provide the You with a weekly statement of all purchases made from Your Facilities by Account Holders.
- ## **8. FLEXISCHOOLS ONLINE ORDERING SYSTEM**
- 8.1 You agree to collect the online orders from the System in accordance with the procedures and Software provided by FlexiSchools and updated from time to time.
 - 8.2 In the event of an internet or equipment failure at Your site, FlexiSchools will provide an email or fax-based method of receiving the orders.
 - 8.3 FlexiSchools will make the day's orders available to You as they are placed online.

- 8.4 You acknowledge that the fulfilment of the orders is Your sole responsibility, and in the event of an error in the supply of Goods or Services, You are responsible for resupplying the Goods and Services, or refunding the Account Holder for the value of the Goods and Services.
- 9. TRAINING AND SUPPORT**
- 9.1 FlexiSchools will provide You with instructions for Account Holders on the use of the System.
- 9.2 You will be responsible for disseminating the System instructions to Account Holders.
- 9.3 FlexiSchools staff will monitor the System and report faults to Your designated System contact.
- 10. PROMOTION AND MARKETING**
- 10.1 You are responsible for the promotion of the System to potential Account Holders.
- 10.2 FlexiSchools will provide You with information in electronic form to promote the System
- 11. LIMITATION OF LIABILITY**
- 11.1 Nothing in this Agreement limits, excludes or modifies or purports to limit, exclude or modify any Non-Excludable Guarantees.
- 11.2 You acknowledge that FlexiSchools:
- (a) is a distributor of Your Materials and is not responsible for the content of Your Materials;
 - (b) except for Non-Excludable Guarantees, makes no warranties or representations about the FlexiSchools Management System or its accuracy, reliability, completeness, currency, or ability to achieve any purpose;
 - (c) except for liability for breach of any Non-Excludable Guarantees, is not liable for any loss or damage arising out of an Account Holder's use of the FlexiSchools Management System;
 - (d) does not warrant that You or the Account Holders will have continuous access to the System;
 - (e) except for Non-Excludable Guarantees, does not provide any representations, warranties or guarantees in relation to the Software in any way whatsoever;
 - (f) is not liable if the System is unavailable for any reason;
 - (g) is not liable for any claims in relation to the Goods or Services, including their quality, merchantability or fitness for any particular purpose.
- 11.3 To the maximum extent permitted by law, FlexiSchools excludes:
- (a) from this Agreement all conditions, warranties and terms implied by statute, general law or custom, except any Non-Excludable Guarantees;
 - (b) except for liability in relation to a breach of a Non-Excludable Guarantees, all liability to You for any loss (including, without limitation, loss of profits or opportunity and any indirect, special or consequential loss) or damage suffered as a result of claims by any third person, such as an Account Holder, or in connection with the services and this Agreement, even if:
 - (i) FlexiSchools knew that loss or damage was possible; or
 - (ii) the loss or damage was otherwise foreseeable; and
 - (c) all liability for any negligent acts or omissions of FlexiSchools, its employees, agents and contractors arising out of, or in connection with, the services and this Agreement.
- 11.4 To the maximum extent permitted by law, FlexiSchools' total liability to You for any and all breaches of this Agreement or any other matter for which liability is not validly excluded under this Agreement is limited, at FlexiSchools' option, to any one of:

- (a) supplying again, the services in respect of which the breach occurred; or
- (b) paying to You an amount equivalent to any amount received from You in respect of the provision of the services to which the breach or liability relates.

12. INDEMNITY

- 12.1 You agree to indemnify FlexiSchools against, and must pay FlexiSchools on demand, the amount of:
- (a) any Loss, claim, action, demand, fine, payment or legal liability which FlexiSchools pays, suffers, incurs or is liable for arising out of or connected with:
 - (i) a breach by You of this Agreement; or
 - (ii) the death or personal injury of any person; or
 - (iii) any breach of Law or infringement of a third party's rights (including Intellectual Property Rights; or
 - (iv) the supply, consumption of or failure to supply the Goods or Services; or
 - (v) any act or omission of fraud, dishonesty, recklessness or wilful misconduct or misrepresentation;
 - (b) any tax and associated penalties which may be incurred by FlexiSchools (including any Goods and Services Tax) arising from the performance by You of Your obligations under this Agreement.
- 12.2 FlexiSchools agree to indemnify You against, and must pay You on demand, the amount of
- any Loss, claim, action, demand, fine, payment or legal liability which You pay, suffer, incur or are liable for arising out of or connected with a breach by FlexiSchools of this Agreement.

13. MARKETING AND ADVERTISING

- 13.1 You agree that in marketing or promoting the FlexiSchools

Management System, FlexiSchools may use Your name or logo and You grant all necessary licenses to FlexiSchools to permit this.

14. PAYMENT

- 14.1 Each week, FlexiSchools will provide You with a statement of all transactions successfully completed during the preceding week and will electronically transfer the consideration in respect of those transactions into Your nominated bank account, less any Management Fees incurred during the week.
- 14.2 You are responsible for ensuring Your pricing reflects any GST payable in respect of the Goods and Services supplied by you, the assessment of and payment of any GST associated with the supply of Goods or Services by You and the provision of valid tax invoices. FlexiSchools is not be responsible for any GST payable in relation to Goods or Services supplied by You or the production of valid tax invoices.

15. MANAGEMENT FEE

- 15.1 You agree to pay a Management Fee of 3% (incl GST) of the aggregate price of Goods and Services through the FlexiSchools Management System during any week.
- 15.2 FlexiSchools will provide You with a valid tax invoice for the Management Fee.
- 15.3 FlexiSchools may set-off any amount payable to You against any amounts payable by You to FlexiSchools (including the Management Fee).

16. SERVICE LEVELS

- 16.1 Flexischools agrees to perform the services to meet or exceed the service levels specified in Schedule I.
- 16.2 If, in any calendar month, FlexiSchools fails perform the services to meet any of the Performance Thresholds detailed in Schedule I, You may, within 10 Business Days of the failure,

notify FlexiSchools in writing of the failure or failures.

- 16.3 If FlexiSchools fails to rectify the reported failure or failures within 7 Business Days of receipt of Your written notice, FlexiSchools will refund the Management Fee in respect of that calendar month.

17. TERMINATION

- 17.1 FlexiSchools may terminate the licence granted under clause 2 and remove Your access to and Your participation in the FlexiSchools Management System:

- (a) with immediate effect, if You breach any terms of this Agreement; or
- (b) at any time, by giving You 30 days written notice.

- 17.2 You may terminate this Agreement:

- (a) with immediate effect, if FlexiSchools breach any material term of this Agreement; or
- (b) by giving 30 days written notice to FlexiSchools, in which case FlexiSchools will remove Your access to and Your participation in the FlexiSchools Management System.

- 17.3 On termination of this Agreement:

- (a) You must cease using and return to FlexiSchools, or destroy, all copies of any FlexiSchools materials in Your possession or control; and
- (b) Your access to the FlexiSchools Management System may be removed by FlexiSchools and You may be liable for reconnection fees if You wish to be later reconnected and FlexiSchools agrees.
- (c) FlexiSchools must cease using and return to You, or destroy, all copies of any of Your Materials in FlexiSchools possession or control.

- 17.4 If these Terms and Conditions are terminated within 365 days

of the Agreement being signed and dated, FlexiSchools agrees to repurchase the label printer for \$695 (GST incl).

18. MISCELLANEOUS

- 18.1 Any prices included as part of the Materials will be Your sole responsibility and risk.

- 18.2 FlexiSchools will provide a help desk for any queries for the purpose of answering queries from Your staff and Account Holders on the operation of the System. The operating hours of the help desk will be outlined for each Facility in the relevant Appendix.

- 18.3 FlexiSchools will use reasonable commercial efforts to maintain the FlexiSchools Management System.

- 18.4 You acknowledge that:

- (a) communications through the FlexiSchools Management System are not secure and may be subject to interception and loss of data; and
- (b) You are responsible for Your network security.

- 18.5 FlexiSchools cannot guarantee that the FlexiSchools Management System will be free of errors or viruses.

- 18.6 FlexiSchools does not guarantee or warrant that Your existing equipment, hardware or software is compatible with the FlexiSchools Management System.

- 18.7 This document sets out the entire agreement between the parties in relation to its subject matter and all prior representations are excluded.

- 18.8 If FlexiSchools believes that there is a threat to the security, stability or operation of the System, FlexiSchools may suspend Your access to the FlexiSchools Management System in whole or in part at any time without notice or compensation where deemed

necessary in FlexiSchools' sole discretion.

- 18.9 Each party must pay its own legal costs and disbursements in relation to the preparation and execution of this Agreement.

19. VARIATION

- 19.1 Each time a new Facility or Activity begins using the FlexiSchools Management System, a new Appendix will be added to the end of this Agreement detailing the agreed requirements. Each additional Appendix forms part of this Agreement.

- 19.2 You are responsible for notifying FlexiSchools of any changes to Your Authorised Managers, including additions, deletions or changes of details, in writing or via email

- 19.3 No variation to this agreement, including the addition of a new Appendix, can be made unless agreed and signed by both FlexiSchools and You in writing.

20. GOVERNING LAW

This Agreement is governed by the law applicable in New South Wales, Australia and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

SCHEDULE 1 SERVICE LEVEL AGREEMENT

Customer Service

Service Level	Performance Threshold	Rate of Success
Maximum time to answer call on 1300 number	30 seconds	99%
Maximum time to respond to customer query via email	12 hours	99%
Availability of 1300 customer service centre during operating hours	100%	99%

Account Maintenance

Service Level	Performance Threshold	Rate of Success
Availability of web portal for real-time reports on account transactions	99.9%	100%
Time between online account cancellation request and account cancellation	Immediate	100%
Sending of email to parent/student following request for registration	5 minutes	99%
Notification to parent of FlexiSchools account activation	5 minutes	99%
Parent access to online FlexiSchools account and ordering system	Immediate	100%
Time between account cancellation request submitted by email and account cancellation	12 hours	100%
Time between account cancellation and card deactivation	5 minutes	99%

Cafeteria / Provider Supplier Integration

Service Level	Performance Threshold	Rate of Success
Variability of cafeteria / provider statement of work report issue date from agreed period	0%	100%
Variability of cafeteria payment date from agreed period	0%	100%
Maximum response time to facility telephone support question	1 hour	100%

END OF DOCUMENT