

## School/College Details

<b>School/College Name</b>				
<b>Is your school/college</b>	<input type="checkbox"/> State <input type="checkbox"/> Independent <input type="checkbox"/> Catholic <input type="checkbox"/> Christian <input type="checkbox"/> Other			
<b>Is your school/college</b>	<input type="checkbox"/> Prep <input type="checkbox"/> Primary <input type="checkbox"/> Secondary <input type="checkbox"/> Special <input type="checkbox"/> P-10 <input type="checkbox"/> P-12			
<b>No. of Enrolments</b>				
<b>Physical Address</b>	Street			
	Suburb			
	State		Post Code	
<b>Postal Address</b>	Street/PO			
	Suburb			
	State		Post Code	
<b>Contact</b>	Phone		Fax	
	Email			
<b>Website</b>	www.			

## Newsletter Account Email

Please ensure that the email address nominated below is not a personalised email account. ***We recommend setting up a new account such as newsletter@yourdomain.com.*** This is where all newsletter Feedback and Subscription information will be sent and will also be the username for logging in to your Schoolzine Account.

<b>Newsletter Account Email</b>	
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## Newsletter Schedule

**Please Note:** Schoolzine Production requires a ***minimum of 1 Business Day*** to produce your newsletter. For example, if your distribution day is Thursday you will need to upload your newsletter content to Schoolzine by 4pm Tuesday.

<b>First Distribution Date</b>			
<b>Distribution Day</b>	<input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> T <input type="checkbox"/> F	<b>Distribution Frequency</b>	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other

## Liaison Details

**Persons nominated below should have at least intermediate computer skills.** The Official Liaison is the person who will handle the newsletter on a regular basis and whom Schoolzine will contact primarily. Backup Liaisons are required should the Official Liaison not be available to handle the newsletter.

<b>Official Liaison</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss		
<b>Email</b>			
<b>Phone</b>		<b>Mobile</b>	
<b>Backup Liaison</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss		
<b>Email</b>			
<b>Phone</b>		<b>Mobile</b>	

## Principal Details

<b>Name</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Ms <input type="checkbox"/> Miss
<b>Email</b>	
<b>Mobile</b>	

## P&F / P&C Details (optional)

<b>President</b>	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Dr <input type="checkbox"/> Ms <input type="checkbox"/> Miss
<b>Email</b>	
<b>Phone</b>	

## Invoicing

<b>Please Invoice:</b>				
<b>We prefer invoices to be:</b>	<input type="checkbox"/> Posted	<input type="checkbox"/> Emailed		
<b>Postal Address</b>	Street			
	Suburb			
	State		Post Code	
<b>Email</b>				

# Newsletter Example Consent

Schoolzine may wish to use your E-Newsletter/Hard Copy Newsletter as an example to potential clients (schools/businesses). This is particularly very useful in helping us sell advertising into your newsletter. Businesses generally do not like purchasing advertising in a publication without seeing it first.

Your newsletters would only be shown in person to the potential client or a link to your newsletters will be emailed to the potential client.

Should we wish to use your E-Newsletter/Hard Copy Newsletter or any other information in any of our marketing material; we will contact you in writing for your consent.

**Please advise your consent below by ticking Yes or No:**

- Yes**, you may show our E-Newsletter and Hard Copy Newsletter to potential Schoolzine clients or email a link of our E-Newsletter and Hard Copy Newsletter to potential Schoolzine clients.
- No**, we do not wish you to show our E-Newsletter and Hard Copy Newsletter to potential Schoolzine clients or email a link of our E-Newsletter and Hard Copy Newsletter to potential Schoolzine clients.

## AGREEMENT

Made this (date) \_\_\_\_\_

BETWEEN: (School/College Name) \_\_\_\_\_

(School/College Address) \_\_\_\_\_

(Archdiocese / Education District) \_\_\_\_\_

known in this document as ("**School/College**", "**You**" and "**Your**")

AND: **Schoolzine Pty Ltd ACN 123 804 991 of Innovation Centre of the Sunshine Coast, 90 Sippy Downs Drive, Sippy Downs, Qld 4556** known in this document as ("**Schoolzine**", "**We**", "**Our**" and "**Us**")

## IMPORTANT NOTICE

This page sets out the terms and conditions upon which Schoolzine ("We", "Our" and "Us") will provide services to your School/College ("School/College", "You" and "Your").

This page creates important legal rights and obligation upon Us, as well as You.

By signing this agreement you offer to enter into the following terms and conditions with Us.

If You decide to use the Services by signing this agreement, these terms and conditions become a legally binding agreement between You and Us ("Our Agreement").

### DEFINITIONS

In Our Agreement, the following words and phrases have the following meanings:

- (a) **We, Our and Us** means the company Schoolzine
- (b) **School/College, You and Your** means Your School/College
- (c) **Parties** means the company Schoolzine and Your School/College
- (d) **Newsletter** means the E-Newsletter and Hardcopy Newsletter
- (e) **Advertising/Advertisements/Ads** mean the advertisements that will be placed in Your School/College Newsletter upon Your approval.
- (f) **Free Advertising/Advertisements/Ads** are advertisements that have not been paid for.
- (g) **Sponsors** means the companies/businesses that have paid Schoolzine to advertise in Your School/College Newsletter.
- (h) **Agreement Duration** means 1 School/College Year or 4 consecutive School/College Terms.
- (i) **Schoolzine Bonus** means the percentage of Advertising revenue that will be given to the School/College.
- (j) **Premium Communication Suite** is the Schoolzine communication product suite and service your School/College is agreeing to purchase and use.
- (k) **Send Costs** means the cost associated with distributing an E-News Flash and SMS Text Message to your School/College subscription database in School Zone.
- (l) **School Zone** is part of the Schoolzine system that provides You with access to various features of the Premium Communication Suite.

## RECITALS

You seek to distribute your Newsletter within the school community and access online communication tools.  
We provide a newsletter service and online communication products.

## THE PARTIES HAVE AGREED:

### 1. Agreement Duration

We will build and format your School/College Newsletter for a period of 1 School/College year or 4 consecutive School/College Terms.

### 2. General Obligation

2.1 We will during the period:

- (a) act in good faith in its dealings with You and with the degree of skill, care and diligence expected of a person providing services of a similar nature;
- (b) provide, for \$250 to You, a Newsletter design template and account set up;
- (c) provide, for \$99 per Newsletter issue to You, a formatted Newsletter plus access to all features available in the Premium Communication Suite at the time of signing this agreement.
- (d) provide training and support to You regarding the transfer of Newsletter content to Schoolzine and use of the Schoolzine's systems;
- (e) insert Advertising in Your Newsletter in exchange for revenue from Sponsors;
- (f) include Advertising in Your Newsletter only in accordance with Your policy and procedures policy, including in relation to Sponsorship, and only where such Advertising is not offensive, illegal or otherwise inappropriate for the audience of intended Recipients; and
- (g) only engage Advertisers that are ethical and in alignment with the values of You.
- (h) pay the Schoolzine Bonus to You from any Advertising that is published in Your Newsletter.

2.2 You will, during the period:

- (a) act in good faith in its dealings with Us;
- (b) distribute the confirmed number of issues You have nominated on this form;
- (c) distribute a School/College Calendar of Events or content nominated by You as a substitute for any missed newsletter issues. This is to ensure Sponsors are receiving the set number of issues they have paid to Advertise in.
- (d) be committed to converting the Your school community to an email delivery of your Newsletter
- (e) endeavour to build Your Newsletter subscription database to reach 75% of the current student enrolments within the first term of using the Our service;
- (f) Receive from Us the Schoolzine Bonus from any paid Advertising that are published in Your Newsletter. The Schoolzine Bonus does not apply to Free Advertisements.
- (g) provide newsletter content to Schoolzine by the required deadlines;
- (h) provide newsletter content that does not contravene Copyright laws and/or contain material of a defamatory nature.
- (i) Not place content of an advertising nature into your newsletter and refer all potential advertisers to Schoolzine

### 3. Costs

- (a) You will pay the once off \$250 setup fee and \$99 per Newsletter issue
- (b) You will pay the Send Costs associated with sending SMS Text Message to the subscribers in your database (10 cents per message). The SMS Text Messaging is a pay-per-use service only. Contact Schoolzine for current Send Costs.
- (c) If you distribute your newsletter through Schoolzine on a fortnightly or weekly basis then News Flashes are free (fair use policy exists - the maximum number of emails sent does not exceed 10,000 in any single month). Weekly and fortnightly newsletter sends are included in this total. Excess emails over 10,000 per month will be charged at 1 cent per email in 1000 increments.
- (d) If you distribute newsletters less than at least fortnightly then News Flashes are costed at 1 cent per email.
- (e) We will invoice You at the beginning of each term and require payment within 14 days.
- (f) We will bear all other costs of production and delivery of your Newsletter.
- (g) Service included 10 Spot Polls per year. Excess costs associated with Spot Polls are \$22/Poll.
- (h) Service includes 2 full Surveys per year. Excess costs associated with Surveys are \$66/Survey.

### 4. Revenue and Schoolzine Bonus

- (a) Schoolzine will retain the revenue from the sale of Advertising within Your newsletters.
- (b) A Schoolzine Bonus of 20% from any Advertising revenue sold by Schoolzine will be paid to You.

### 5. Privacy

5.1 Where We have access to Personal Information in order to fulfill its Obligations under the Agreement, We will:

- (a) ensure that Personal Information of The School/College, students, parents and school community members is protected against loss and against unauthorized access, use, modification or disclosure and against other misuse;
- (b) not use Personal Information other than for the purposes of the Agreement, unless required or authorized by law;
- (c) not disclose personal information without the written agreement of You or any other persons authorised in writing by You, unless required or authorised by law;
- (d) ensure that only authorised personnel have access to personal information;
- (e) immediately notify You if it becomes aware that a disclosure of personal information is, or may be required or authorized by law;
- (f) ensure that every person who has access to personal information is made aware of Our obligations under this clause, is bound by an obligation not to disclose the personal information to any third party and only to use the personal information solely for the purposes of this Agreement; and
- (g) do everything that You reasonably ask to enable or assist You to comply with its obligations under the *Education Act (General Provisions) Act 2006, Information standard number 42 (Old)* (or any standard, policy or law that replaces this) and its Privacy Statement; and
- (h) comply with such other privacy and security measures You reasonably advise Us in writing from time to time.

### 6. Relationship

Nothing contained in this Agreement shall constitute the relationship of partnership or employer and employee between the Parties hereto and it is the express intention of the Parties that any such relationships are denied.

### 7. Variation

Any variation to this Agreement must be in writing and signed by both Parties to be effective.

## 8. No Assignment

Neither Party may transfer, assign or encumber that Party's rights under this Agreement without the consent of the other. For the purposes of this clause, a change in the actual or effective control of a corporate Party is deemed to be an assignment.

## 9. Confidentiality

- (a) No Party may, without the consent of the other during or after the term of this Agreement, disclose to any person the terms or existence of this Agreement, or any information relating to the other Party's business or affairs which becomes known to that Party during the course of this Agreement, ("**Confidential Information**") except where disclosure is:-
- i. reasonably necessary to enable the performance or enforcement of the obligations of the Party receiving the information ("**Recipient**") under this Agreement; or
  - ii. required by law: where a Recipient believes the Recipient will be required by law to disclose Confidential Information, the Recipient must (where reasonably practical and/or lawful) notify the Party which disclosed that Confidential Information in sufficient time to enable that Party to take action to prevent that disclosure being required; or
  - iii. to the Recipient's solicitors, accountants, bankers or other professional advisers under a duty of confidentiality; or
  - iv. consented to by the other Party, or
  - v. where the information has entered the public domain (other than as the result of a breach by the Recipient of this clause).
- (b) Each Party must ensure that Party's employees, contractors, agents and advisers safeguard Confidential Information against unauthorised use or disclosure in accordance with this clause.

## 10. Dispute Resolution

### 10.1 Good Faith

The Parties will use their reasonable endeavours acting in good faith to resolve any dispute arising in connection with this Agreement ("**Dispute**") as soon as reasonably possible.

### 10.2 Reference to ADR

If the Parties cannot resolve a Dispute within a reasonable period, a Party may give notice to the other describing the Dispute and requiring its resolution under this clause, in which case:-

- (a) the Parties will refer the Dispute to mediation by a Queensland Law Society Incorporated ("**QLS**") approved mediator who is:-
- i. agreed to by the Parties, or
  - ii. failing their agreement appointed by the President of the QLS (on the application of any Party), on the terms of the standard mediation agreement approved by the QLS; and any information obtained solely under that reference may not be used for any purpose other than settling the Dispute under this clause.

## 11. Termination

11.1 After the initial term ends, this agreement will automatically renew for a subsequent term of one year from the commencement date, automatically renewing at the end of each subsequent term. If the school does not want the service to automatically renew for a subsequent term then just send in written notice of termination 90 days prior to the next renewal date.

### 11.2 If We:

- (a) breach any clause of the Agreement;
- (b) suspend payment of our debts or are unable to pay Our debts;
- (c) have execution levied on any of Our assets and the execution is not satisfied within 28 days;
- (d) enter into an arrangement, reconstruction or compromise with its creditors or any of them;
- (e) have a receiver appointed for all or any part of its assets; or
- (f) have an application order made or filed for its administration, voluntary or compulsory liquidation, winding up, dissolution or bankruptcy, then We will be in breach of the Agreement and You may give Us a notice to remedy the breach.

If within 14 days of receiving a notice under this clause, We do not remedy the breach You may immediately terminate the Agreement.


**12. Governing Law**

This Agreement is governed by Queensland law.

**SIGNED** for and on behalf of (School/College) \_\_\_\_\_

By (Name of Principal) \_\_\_\_\_ (Signature) \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ Year

**SIGNED** for and on behalf of: **Schoolzine Pty Ltd** ABN 123 804 991 - **Phil Reardon** (Managing Director) \_\_\_\_\_ 

This \_\_\_\_\_ Day of \_\_\_\_\_ Month \_\_\_\_\_ Year

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