

# ICAS Testing Centre Terms and Conditions – Delivered through Cliftons

Last updated: 5 May 2026

## 1. BACKGROUND

1.1. This agreement (the “**Agreement**”) sets out the terms and conditions (“**Terms**”) between you (the parent or legal guardian of a participating student) and Cliftons Australia Pty Ltd (“**Cliftons**”), an authorised testing centre and re-seller for ICAS in Australia.

1.2. Cliftons is authorised to market, sell, and administer ICAS Assessments in accordance with a re-seller agreement with Janison Solutions Pty Ltd (“**Janison**”) and manages the assessment experience for students sitting ICAS outside of school settings.

## 2. DEFINITIONS

**Assessment** means any ICAS test purchased through Cliftons.

**Eligibility Criteria** means the criteria for sitting a child/student sitting an ICAS Assessment test:

- Children/students may only sit the ICAS Assessment test for the same year level that they are registered in at their enrolled school, or, the year above if permitted by their school (as an example a student cannot sit both year 10 Mathematics and year 11 Mathematics in the same year); and;
- Children/students can only register to one year level per subject.

**ICAS Assessment Fee** means the cost for the ICAS test as set out on Clifton’s website at <https://icas2026.cliftons.com>

**Personal Information** has the meaning given in the *Privacy Act 1988 (Cth)*.

**Services** means the delivery and administration of ICAS Assessments by Cliftons.

**Sitting Period** means the period of time where assessment sittings are permitted.

**Test Platform** means the online platform owned by Janison which will be used to deliver the Assessment.

**Your Data** means any data, content, Personal Information, or other materials of any one type submitted, uploaded, transmitted or otherwise made available to Cliftons and/or

Janison, including on or through the Test Platform by you, on behalf of another person, or any person that accesses the Test Platform on your behalf.

### **3. OUR CONTRACT WITH YOU**

3.1 By purchasing an Assessment through Cliftons, you agree to these Terms on behalf of yourself and your child/student (“**Child**”), and you confirm that you have the authority to do so as their parent or legal guardian.

3.2 To participate in an ICAS Assessment via Cliftons, you must comply with these terms as well as any instructions provided during registration and any communication from Cliftons and/or Janison.

3.3 These Terms may be updated at any time. The most current version will be published on the Cliftons ICAS registration page <https://icas2026.cliftons.com>. You are responsible for reviewing the Terms prior to each purchase.

3.4. You acknowledge that you have not relied on any representations or warranties other than those set out in this Agreement.

3.5. Janison is a third-party beneficiary of the provisions in these Terms relating to intellectual property, acceptable use, academic integrity, data licensing, limitation of liability, and privacy consents, and may enforce those provisions directly against you.

3.6. Cliftons is an independent contractor and is not an agent, or representative of Janison. Cliftons has no authority to bind Janison to any obligation or representation.

### **4. YOUR OBLIGATIONS**

4.1. You are responsible for ensuring:

- All information you provide is accurate and complete and that the Eligibility Criteria are met;
- You provide all necessary information required for the delivery of the Assessment and/or Services;
- Your Child follows all rules and instructions for taking the Assessment as set out by the testing centre they attend.

### **5. FEES AND PAYMENT**

5.1. The applicable fee is the price listed on Cliftons’ ICAS registration page at the time of purchase. Retail fees will not be less than those set by Janison.

5.2. Payment must be made in full at the time of booking. No Assessment will be administered without payment confirmation.

5.3. Prices may be subject to administrative charges if refunds are requested, as detailed in Section 10 (Refunds).

## **6. DELIVERY OF SERVICES**

6.1. ICAS Assessments will be delivered at Cliftons venues during the official ICAS sitting windows as advertised on [www.icasassessments.com](http://www.icasassessments.com).

6.2. Students must bring their **own acceptable compatible device for the assessment. The device must be fully charged and have a supported internet browser.**

6.3 **The technical requirements are set out at** Technical requirements - ICAS Assessments (Technical Requirements). **Please review the Technical Requirements before purchasing the ICAS Assessment.**

6.4. Assessment sessions are invigilated by Cliftons staff with valid Working with Children Checks.

6.5. Cliftons is solely responsible for venue supervision, workplace health and safety, emergency procedures, and ensuring the suitability of its staff at all Assessment venues. Janison accepts no responsibility for any incident or occurrence at a Cliftons venue to the extent permitted by law.

6.6. Janison and Cliftons may, at their discretion, change, suspend, or discontinue parts of the Test Platform or Assessment delivery (including for maintenance, security, or integrity reasons), impose or adjust security or proctoring controls, or reschedule or relocate sittings where reasonably necessary. Janison and Cliftons will endeavour to provide reasonable notice where practicable.

## **7. USE OF PRODUCT**

7.1. You and your Child must:

- (a) Access the Assessment only via approved interfaces;
- (b) Not duplicate, distribute, or reverse-engineer the Assessment content;
- (c) Maintain account security and not share login credentials;
- (d) Follow all device setup and software requirements communicated prior to the Assessment.

7.2. Academic misconduct may result in disqualification. Janison and Cliftons reserve the right to investigate and nullify any result where integrity is in question.

7.3. Janison and Cliftons may collect device, browser, and session metadata during the Assessment for the purposes of maintaining exam integrity and platform security. By participating, you and your Child consent to such monitoring and logging.

7.4. You acknowledge that the Assessment is delivered online and depends on internet connectivity, your Child's device, and third-party systems. Janison does not guarantee uninterrupted or error-free access to the Test Platform. Where a failure is attributable to your Child's device or internet connection, no refund will be payable.

## **8. RESULTS AND AWARDS**

8.1. ICAS certificates will be provided after completion of each Assessment.

8.2. We may award medals to your Child if they achieve a top score in the year level, they are enrolled in school in their state or territory for the ICAS Assessment.

8.3 Eligibility for ICAS medals is determined by Janison's official criteria and is subject to validation that your Child did not sit the same Assessment through their school. A Child cannot sit the same subject at both Clifton's and their School. If they do so, they will be ineligible for a medal.

8.4 Your Child may participate in ICAS in different locations (in their school and at Cliftons). Your Child is eligible to compete for an ICAS medal provided that the subjects sat are not the same.

## **9. COMMUNICATION**

9.1. All communication will be sent to the contact details you provided at registration.

9.2 You agree that Cliftons and/or Janison may communicate with you to:

- (a) share information, product, offers, events and news about ICAS and other Janison products and services; and
- (b) provide information relating to the Product you purchased; and
- (c) invite you to participate in research, marketing and promotional activities undertaken by Janison for its ICAS Assessments.

9.3 You may opt out of receiving promotional, marketing or similar communications from us by contacting us or using the unsubscribe button included in the messages.

9.4. Notices. All formal notices under this Agreement must be sent by email or post to the relevant party's registered contact address. Notices to Cliftons should be directed to the contact details on Cliftons' ICAS registration page. Notices relating to platform or

privacy matters should be directed to Janison at [icasassessments@janison.com](mailto:icasassessments@janison.com) or [privacy@janison.com](mailto:privacy@janison.com) as applicable.

## **10. CANCELLATIONS AND REFUNDS**

10.1. You may request a refund by contacting Cliftons via email at [icas2026@cliftons.com](mailto:icas2026@cliftons.com):

- Up to 10 days prior to the scheduled ICAS Assessment sitting date;
- Within 7 days after the sitting if your Child was ill and did not sit the Assessment (evidence may be required).

10.2. Refund approval is at the discretion of Cliftons and may include a reasonable administrative fee deduction.

10.3. No refund will be payable in respect of: (a) no-shows or late arrivals; (b) partial sittings where the Child chose to leave; (c) disqualification or nullification due to misconduct; or (d) failures attributable to the Child's device or internet connection (see clause 7.4).

10.4. Janison is not responsible for refunds. All refund requests must be directed to Cliftons. Where a sitting is cancelled due to a platform failure caused by Janison, Cliftons will offer candidates either a resit or a full refund of the Assessment fee.

## **11. Your Data**

11.1 When you make Your Data available to Cliftons or otherwise in connection with the Assessment, you grant to Cliftons and Janison a worldwide, royalty-free, and non-exclusive license to use, copy, transmit, store, and back-up Your Data for the purposes of enabling you to sit the Assessment and use the Test Platform for the purposes of providing the Assessment to you and enhancing, improving and further developing the Janison product and services.

11.2 You must ensure that Your Data and its collection, use, processing and/or disclosure to Cliftons and Janison, including via the Test Platform, complies with all applicable laws and will not infringe any intellectual property rights of any person, or violate any privacy, publicity or other rights.

11.3 When you make Personal Information available to Cliftons and Janison, you must comply with the *Privacy Act* and other applicable privacy laws and regulations that apply to Your Data, including but not limited to making all disclosures and obtaining all consents necessary to allow us to collect, store, use, disclose and otherwise deal with the Personal Information lawfully in accordance with these Terms. If you submit Your

Data on behalf of someone else, you must ensure that you are authorised to do so and that you have their consent.

11.4. If you provide us with Personal Information of a person under the age of 18 years (“**Minor**”), you must ensure you have obtained the express consent of the parent or guardian to the Minor to the collection, storage and processing of the Personal Information of the Minor by us in accordance with these Terms.

11.5. You represent and warrant that you have obtained all necessary rights, releases and permissions to make Your Data available to us or through the Test Platform or otherwise in connection with the use of any Product by you and/or your Authorised Users and to grant the rights granted to us in these Terms.

11.6. Cliftons and Janison are each independent controllers of any Personal Information they collect in connection with this Agreement. Each party processes Personal Information under its own privacy policy. Cliftons is responsible for Personal Information it collects through the registration and payment process. Janison is responsible for Personal Information processed through the Test Platform.

## **12. CONFIDENTIAL INFORMATION & PRIVACY**

12.1. When you submit Personal Information that pertains to a child you warrant that you have authority to do so as their parent or legal guardian.

12.2. We will only use you or your child’s Personal Information to:

- (a) provide the Services, including recording exam results and the provision of medals and certificates; and;
- (b) process your payment for the Services;

12.3. In making a purchase, you agree and consent to us holding Personal Information about you and your child for the purposes listed in clause 12.2.

12.4. Personal information relating to your child may be retained for the School life-cycle of the child for their future purposes in relation to ICAS Assessments. You may opt out of this at any time by emailing customer support at [icasassessments@janison.com](mailto:icasassessments@janison.com).

12.5. In holding Personal Information about you or your child/ren, Cliftons and Janison will adhere to the privacy rules set out in the *Privacy Act*.

12.6. Occasionally we may generate case studies or reports to be used for marketing purposes. We will contact you for your permission if we would like to feature you or your child.

12.7. Cliftons and Janison may use de-identified and aggregated information provided for any business purpose and share de-identified and/or aggregated information with our third-party partners.

12.8. Further details about how Janison collect and processes Personal Information is set out here: [janison.com/privacy-policy](http://janison.com/privacy-policy)

### **13. INTELLECTUAL PROPERTY**

13.1 Janison owns all copyright and intellectual property rights in the ICAS Assessments, and these remain Janison exclusive property.

13.2. You must not make copies, sell, lend, borrow, upload, photograph, or distribute any of the tests or contents relating to the tests (including reports, instructions, promotional materials, answers, and the like), or logos and trademarks in relation to the ICAS Assessment unless you have obtained prior written authorisation from Janison. A breach of this clause will expose you to the risk of litigation, which may result in an order for payment of damages and costs.

13.3 You agree, that any content provided to Janison (for example answers input by students responding to a question in an ICAS assessment) (**User Generated Content**) may be used by Janison for its internal business purposes (for example in marking guides and training materials) to deliver and/or improve ICAS assessments (**Purpose**) and you provide Janison with a perpetual, royalty free, worldwide licence to copy, alter, distribute, perform and/or display the User Generated Content to third parties, affiliated organisations or other users for the Purpose (i.e. we can use the User Generated Content for our Purposes with no payment to you).

13.4. Display by Janison of the above User Generated Content will be de-identified (no name included). You agree that Janison may engage in actions or omissions that would, in the absence of your consent, amount to an infringement of moral rights.

### **14. LIMITATION OF LIABILITY**

14.1. To the extent permitted by law, Janison and Cliftons' total liability to you shall not exceed the fees paid by you for the Assessment in question.

14.2. These Terms do not exclude any consumer rights under the Australian Consumer Law.

14.3. You acknowledge that Cliftons are completely independent of Janison, and that you will not hold Janison liable for any representations, errors or omissions made by Cliftons.

14.4. To the extent permitted by law (including the Australian Consumer Law), neither Janison nor Cliftons will be liable for any indirect, consequential, special, incidental, or punitive loss or damage, loss of data, loss of revenue, or loss of opportunity, arising out of or in connection with this Agreement or the Assessment.

## **15. MISCELLANEOUS**

15.1. You may not assign or transfer any rights under these Terms without written consent.

15.2. Janison and Cliftons are not liable for any delay or failure caused by an event outside of their reasonable control (Force Majeure Event) (e.g. natural disaster, pandemic, internet outage).

15.3. This Agreement is governed by the laws of New South Wales, Australia.

## **Medal Eligibility Criteria**

### **Schedule 1 – Medals Eligibility**

1.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals.

1.2 Students enrolled in Registered Home Schools or Designated Institutions are not eligible to compete for medals.

1.3 Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS test, which Janison judges to be sufficiently meritorious.

1.4 To ensure the integrity of ICAS Assessments, we reserve the right to investigate any matter which we believe may have affected a student's performance or eligibility for a medal.

## **Attachment 1 – Privacy Collection Statement from Janison**

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

To deliver ICAS Assessments, Cliftons will provide Personal Information to Janison for the purpose of delivering the ICAS Assessments. Janison may also collect Personal Information during your child's use of the Test Platform. Janison will collect, store, use, disclose and otherwise deal with such personal information its privacy policy at [janison.com/privacy-policy](http://janison.com/privacy-policy). Unless you, as the child's legal guardian, consent, Janison **will not**:

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

You can view our full privacy policy at [janison.com/privacy-policy](http://janison.com/privacy-policy)

Janison may retain Personal Information and data relevant to a child for their future purposes or for research purposes by Janison for the duration of the school life-cycle of the child. However, if you or your child at any time wish to have their personal information or data removed from our systems, they or you may opt out by simply contacting our Privacy Officer at [privacy@janison.com](mailto:privacy@janison.com) or by contacting [icasassessments@janison.com](mailto:icasassessments@janison.com)