

**NEW ZEALAND RELIEF TEACHING
LIMITED**

**T/A NEW ZEALAND RELIEF
TEACHERS**

TERMS AND CONDITIONS
June 2016

1.0 TERMS AND CONDITIONS

Welcome to New Zealand Relief Teachers, connecting Relief Teachers and Schools and Early Childcare Educator in New Zealand. These terms and conditions are intended to help the Website to continue to be a safe place to connect.

1.1 Acceptance of Terms and Conditions

The terms and conditions are the terms on which New Zealand Relief Teaching Limited offers you access to the Services and the Website. By registering as a member and creating a profile you signify that you have read and understood the terms and conditions and you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Website and/or the services.

1.2 Amendment of Terms and Conditions

We may amend these terms and conditions from time to time. Unless otherwise stated, amendments will be effective immediately upon posting of the amended terms and conditions on this Website. Your continued use of the Services represents your agreement to be bound by the terms and conditions as amended. You are responsible for ensuring you are familiar with the latest terms and conditions.

These terms and conditions were last updated: 16 June 2016

1.3 Terminology

In these terms and conditions, the following expressions have the meanings set out:

'Early Childcare Educator' means an educator as defined by the Education Act 1989 (Act) and related regulations;

'Member' means a Teacher, School or Early Childcare Educator registered on our website in accordance with these terms and conditions;

'Registration information' means information you were required to provide when creating a profile including Ministry of Education number, Teachers Registration Number and whether you hold full or provisional registration.

'School' means a school as defined by the Education Act 1989 (Act) and related regulations;

'Services' means any one or more of the services offered by New Zealand Relief;

'Teacher' means a qualified and registered teacher under the Act and related regulations;

'You' means the person accessing or using the website;

'We', 'us' and 'our' are a reference to the company New Zealand Relief Teaching Limited;

'Website' means any website or other electronic systems or network through which we offer the services;

1.4 The Services

1.4.1 We provide a forum to introduce and connect Relief Teachers with Schools or Early Childcare Educators looking for relief workers.

1.4.2 We do not take any part in the agency or recruitment other than by providing our Website as a forum for members.

1.4.3 If a School or Early Childcare Educator offers a teacher relief work and this is accepted, an employment or other contractual relationship may be formed between the Teacher and the School Early Childcare Educator directly without any further involvement from us. We do not act as agent for either party and do not participate in any employment or other contractual relationship between Schools Early Childcare Educators and Teachers. These terms and conditions and nothing in

them or implied shall constitute an employment relationship.

1.5 General Duties

- 1.5.1 All relationships, arrangements or communications made through the Website shall be made in good faith.
- 1.5.2 You must not damage, interfere with or harm the Website or Services, or any network, or system underlying or connected to them, or attempt to do so.
- 1.5.3 You may not use a robot, spider, scraper or other unauthorised automated means to access the Website or information featured on it for any purpose.
- 1.5.4 You may only use information gained through the Website for the purposes that we have expressly authorised and must not use the information gained from the Website to connect to members whilst outside of the Website except where expressly authorised by us.
- 1.5.5 You must not complete a transaction outside of the Website process or otherwise seek to avoid the connection being confirmed through us. Attempts by you to avoid the Website may result in us suspending or terminating your membership at our discretion.
- 1.5.6 You are personally responsible for any actions taken through your membership.
- 1.5.7 Memberships are not transferable and therefore cannot be sold, leased, lent or traded.

1.6 At your Own Risk

- 1.6.1 Transactions and relationships created and made through the Website are conducted entirely at your own risk and wholly separate from your relationship with us.
- 1.6.2 You agree that we take no responsibility or liability for any misconduct of its members including, without limitation, members that have registered under false presences or who attempt to defraud you.
- 1.6.3 We give no undertakings or representations in relation to any members in relation to relationship formed on the Website including:
 - a. Identity of the relief teacher;
 - b. The accuracy or truth of the members profile; and/or
 - c. That any services will meet the requirements and expectations.
- 1.6.4 The Website and Services are provided on an “as is” and “as available” basis.

1.7 Breach

- 1.7.1 Following a breach of these terms and conditions or where we consider it appropriate, without limiting any other rights or remedies available, may take one of the following actions:
 - a. limit your activities on the Website;
 - b. remove your availability or content;
 - c. warn other members of your actions;
 - d. issue a warning to you;
 - e. temporarily suspend you;
 - f. terminate your membership;
 - g. prohibit access to the Website; and/or
 - h. refuse to provide our Services to you.

2.0 MEMBERSHIPS AND PROFILES

2.1 Membership Eligibility

- 2.1.1 You may only register as a member if you are Registered Teacher (either full or provisionally registered) or a School or Early Childcare Educator.
- 2.1.2 Becoming a member is an annual fee of \$19.95 (inclusive of GST) to Teachers from 20 April 2015 and for each calendar year thereafter as set out in clause 5.0 below. We reserve the right to introduce, increase or otherwise amend fees at our sole discretion.
- 2.1.3 We may, at our sole discretion, refuse to offer access to or use of the website to any person or entity and change its eligibility criteria at any time.

2.2 Accurate Information

- 2.2.1 You warrant that you have provided complete, accurate, truthful and current personal information when registering as a member; this will include where applicable your Ministry of Education number, Teachers Registration Number and whether you are fully or provisionally registered. New Zealand Relief Teachers may require certified copies of the above information and you agree to provide this information if requested.
- 2.2.2 You must maintain and update your personal information held by us to ensure it is kept current at all times, including a valid email address.
- 2.2.3 You may only register under one identify and persona and must not register as a member under multiple identifies or personas (whether false or not).

2.3 Termination of Membership

- 2.3.1 New Zealand Relief Teachers reserves the right to decline to register or to terminate your membership at any time with immediate affect without entering into discussions with you.
- 2.3.2 Without limiting the foregoing, New Zealand Relief Teachers may terminate your membership:
- a. if a serious complaint or multiple complaints are received about you from other members;
 - b. if your registration is cancelled or limited by the teaching Council;
 - c. if you breach these terms and conditions;
 - d. if you impersonate another member;
 - e. to comply with a court order; and/or
 - f. if we, at our sole discretion, deem your behaviour to be unacceptable.
- 2.3.3 In the event of termination, you also agree that you will not open or attempt to open any new profile. If you close your membership, or if it is terminated by us, your ability to use the website and services will end immediately.

2.4 Security of your Login Information

- 2.4.1 You warrant that you will keep your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree:
- a. Not to permit any other person to use your username, password or membership details; and
 - b. Not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your membership that may allow them to gain access to your membership.
- 2.4.2 You agree that we will not be liable for any loss or damage arising from your failure to keep the login information secure and confidential.

- 2.4.3 You agree to immediately notify us of any unauthorised use of your password or any breach of security.

3.0 YOUR OBLIGATIONS AS A RELIEF TEACHER

3.1 Location

Members who are teachers must be located and based in New Zealand. Members travelling outside of New Zealand are not permitted to indicate their availability on the Website, unless specifically authorised in writing by us.

3.2 Membership Details

When creating a profile and becoming a member the Teacher must complete all compulsory fields including providing their Ministry of Education Number, Teachers Registration Number, indicate full or provisional registration, indicate the teaching type (i.e., Primary, Kindergarten, Early Childcare etc.), indicate whether there have been any previous complaints or reports to the New Zealand Teachers Council, and provide any details of any criminal record (subject to the Criminal Records Clean Slate) Act 2004. In accordance with clause 2.2 the member is responsible for keeping the details up to date.

3.3 Prohibited Content/Activity

- 3.3.1 All listings must comply with New Zealand law.
- 3.3.2 The Website reserves the right to remove any profiles that it deems unsuitable or in breach of the terms and conditions.
- 3.3.3 You must not upload or include anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), or unsafe. Profiles are not pre-screened for content; you are responsible for ensuring that any listing by you does not breach this clause 3.3.

3.4 Disclosure of Personal Information

- 3.4.1 You as a Teacher you agree that your email address and contact number will be provided to the School or Early Childcare Educator when they offer you work and that upon confirmation of work the Ministry of Education number may be sent automatically to the payroll department.

3.5 Prompt Acceptance

When selected by a School or Early Childcare Educator you will receive a notification. You as a Teacher must promptly respond either confirming or declining the offer of work.

3.6 Cancellation of Availability

After confirming attendance at any School or Early Childcare Educator for any particular day, or part thereof, the Teacher is obliged to attend based on the acceptance given to the School or Early Childcare Educator. If the Teacher is unable to attend they must inform the School or Early Childcare Educator immediately. Multiple absences or late cancellations may result in New Zealand Relief Teachers suspending or terminating the teacher's membership at our discretion.

3.7 On arrival to the School or Early Childcare Educator and Vulnerable Children's Act

- 3.7.1 Under the Vulnerable Children's Act 2014 ("the Act") all teachers must be safety checked before they can be engaged or employed by a School or Early Childcare Educator. As a condition of an engagement with a School or Early Childcare Educator Relief Teacher's must comply with the requirements and checks of this legislation.
- 3.7.2 All organisations covered by the Act are required to conduct a Police Vet of workers however Schools and Early Childcare Educators are exempted from this requirement for teachers because police vetting is already carried out on teachers who have a current practising certificate or limited

authority to teach. However, some Schools or Early Childcare Educators may not wish to rely on a Police Vet undertaken by another organisation and instead to choose to obtain their own Police Vet.

- 3.7.3 As part of the safety check, the School or Early Childcare Educator must also verify the identity of the teacher either electronically or by sighting a primary identity and secondary identity document.
- 3.7.4 You can read more about identity checking by visiting: <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>
- 3.7.5 If neither the primary or secondary identity document contains a photograph, the teacher must also produce a photograph authenticated by an identity referee or a verification statement signed and dated by an identity referee.
- 3.7.6 At the request of the School or Early Childcare Educator the Relief Teacher must supply:
- (i) A chronological summary of their work history, if any, for the past 5 years (including a description of previous employment positions held):
 - (ii) The name of any:
 - a. Professional organisations the person is a current member of if that membership is relevant to the proposed employment or engagement:
 - b. Licensing or registration authority that has issued a current licence, practicing certificate or registration to the person to carry on a particular activity that is relevant to the employment or engagement.
 - (iii) The name of at least one referee who is not related to the Teacher and not part of the person's extended family: and
 - (iv) Any other information the School or Early Childcare Educator consider relevant to an assessment of risk.
- 3.7.7 We expect the School to:
- (i) Interview the Teacher face to face:
 - (ii) Obtain relevant information and/or confirmation of identity from at least one organisation or authority named by the Teacher; and
 - (iii) Contact one referee named by the Teacher.
- 3.7.8 On each new engagement by the School or Early Childcare Educator, all Teachers must take photo identification and their Teachers Registration cards to the School or Early Childcare Educator of the intended work. They must report to the office with this documentation at the beginning of the day.

3.8 Notification

In the event a report or complaint is made to the New Zealand Teachers Council in accordance with the New Zealand Teachers Council (Making Reports and Complaints) Rules 2004, you will notify us immediately. The notification may result in us suspending or terminating your membership at our discretion.

3.9 Private and Confidential

- 3.9.1 The member may be exposed to information relating to the affairs of other members in the normal course of using this Website to as a forum to source relief work. All information is to be treated as strictly confidential and shall not be communicated to or disclosed to any unauthorized person at any time.
- 3.9.2 Confidential Information includes but is not limited to any information relating to the personal affairs, employment history, references, contact details of any member, or any other information gained from a Relief Teachers profile.

4.0 YOUR OBLIGATIONS AS A SCHOOL OR EARLY CHILDCARE EDUCATOR

4.1 Location

Schools or Early Childcare Educator must be located in New Zealand.

4.2 Cancellation of Requirement

After offering work and receiving confirmation accepting the offer of work from the Teacher, the School or Early Childcare Educator is obliged to provide that work unless there is valid reason or exceptional circumstances to justify not doing so. Multiple cancellations or failures to provide the work without valid reason may result in New Zealand Relief Teachers suspending or terminating your membership at our discretion.

4.3 Pre-Registration

All Schools and Early Childcare Educators may pre-register a Relief Teacher with their permission. The Teacher will then need to activate their account personally. On activating the account the Teacher agrees to the terms and conditions of this forum.

4.4 New Zealand Law

4.4.1 All listings must comply with New Zealand law.

4.4.2 We reserve the right to remove any profiles that it deems unsuitable or in breach of the terms and conditions.

4.4.3 You must not upload or include anything that is illegal, offensive (including anything of a defamatory, pornographic, or racially or ethnically objectionable nature), or unsafe. Profiles are not pre-screened for content; you are responsible for ensuring that any listing by you does not breach this clause 4.3.

4.5 Required Documents Verification and Vulnerable Children's Act

4.5.1 Under the Vulnerable Children's Act 2014 ("the Act") all teachers must be safety checked before they can be engaged or employed by a School or Early Childcare Educator.

4.5.2 All organisations covered by the Act are required to conduct a Police Vet of workers however Schools and Early Childcare Educators are exempted from this requirement for teachers because police vetting is already carried out on teachers who have a current practising certificate or limited authority to teach. However, some Schools or Early Childcare Educators may not wish to rely on a Police Vet undertaken by another organisation and instead to choose to obtain their own Police Vet.

4.5.3 As part of the safety check, the School or Early Childcare Educator must also verify the identity of the teacher either electronically or by sighting a primary identity and secondary identity document.

4.5.4 You can read more about identity checking by visiting:
<http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

4.5.5 If neither the primary or secondary identity document contains a photograph, the teacher must also produce a photograph authenticated by an identity referee or a verification statement signed and dated by an identity referee.

4.5.6 The School or Early Childcare Educator must also obtain from the Teacher:

- (i) A chronological summary of their work history, if any, for the past 5 years (including a description of previous employment positions held):
- (ii) The name of any:
 - a. Professional organisations the person is a current member of if that membership is relevant to the proposed employment or engagement:
 - b. Licensing or registration authority that has issued a current licence, practicing certificate or registration to the person to carry on a particular activity that is relevant to the employment or engagement.

- (iii) The name of at least one referee who is not related to the Teacher and not part of the person's extended family: and
- (iv) Any other information the School or Early Childcare Educator consider relevant to an assessment of risk.

4.5.7 The School must also:

- (i) Interview the Teacher face to face:
- (ii) Obtain relevant information and/or confirmation of identity from at least one organisation or authority named by the Teacher; and
- (iii) Contact one referee named by the Teacher.

4.5.8 Following the above checking process the School or Early Childcare Educator is still required to verify the identity and Teachers registration before allowing the Relief Teacher to perform any work. Teacher Registration card plus photo ID must be viewed and authenticated at the beginning of each relief engagement..

4.5.9 Any concerns in regard to identification or registration must be notified to us immediately.

4.6 Feedback for Relief Teachers

Feedback is provided for the purpose of facilitating connections between members of the New Zealand Relief Teachers Website and gaining references. Following any period of work, the School or Early Childcare Educator is obliged to provide feedback to the Relief Teacher in the form of a 5 star rating and/or electronic reference. Feedback must not contain offensive, defamatory, retaliatory or inappropriate language or content.

4.7 Notification to New Zealand Teachers Council

4.7.1 The School or Early Childcare Educator must ensure they comply with the reporting obligations under the New Zealand Teachers Council (Making Reports and Complaints) Rules 2004. In the event that a mandatory report is made to the Council, the School or Early Childcare Educator must immediately notify us.

4.7.2 In addition, the School or Early Childcare Educator is obliged to report any concerns they have in regard to any Teacher to us. This may include the Teacher's identity, registration, performance, attendance, issues of misconduct, or any other concerns.

4.8 Private and Confidential

4.8.1 The member may be exposed to information relating to the affairs of other members in the normal course of using this Website to as a forum to source Relief Teachers. All information is to be treated as strictly confidential and shall not be communicated to or disclosed to any unauthorized person at any time.

4.8.2 Confidential Information includes but is not limited to any information relating to the personal affairs, employment history, references, contact details of any member, or any other information gained from a Relief Teachers profile.

5.0 FEES AND ACCOUNTS

5.1 New Zealand Relief Teachers may charge fees for the use of the Website as a forum. New Zealand Relief Teachers current fees are listed on our fees page.

5.2 A free sign-up trial is available to Schools and Early Childcare Centres . The Schools and Early Childcare Centre receive 5 free placements.

5.3 As of 20 April 2015 New Zealand Relief Teachers will require a \$19.95 (inclusive of GST) annual fee from all Relief Teachers who are and/or become members and for every calendar year thereafter.

5.4 New Zealand Relief Teachers will require an annual administration subscription fee from all Schools and Early Childcare Centres.

5.5 As of 1 August 2015 New Zealand Relief Teachers will require a \$49.95 plus GST annual fee from all private Early Childcare Educators who are and/or become members and for every calendar year thereafter.

5.6 The annual administration subscription fee for Schools is based on roll size. As of 16 June 2016 this fee is as follows:

Roll Number	Annual Administration Subscription Fee
U1 - 1-50 students	\$49.95 plus GST
U2 - 51-100 students	\$99.00 plus GST
U3 - 101-150 students	\$149.95 plus GST
U4 - 151-300 students	\$199.00 plus GST
U5 - 301-500 students	\$249.00 plus GST
U6 - 501-675 students	\$299.00 plus GST
U7 - 676-850 students	\$349.00 plus GST
851 + students	\$399.00 plus GST

5.7 As of 16 June 2016 contact between members via the Website that is conducted through the SMS function will incur a fee of 25 cents per message. Schools and Early Childcare centres will receive an invoice for this charge at the end of each month. Contact via email is free of charge.

5.8 We reserve the right to change the fees charged for any of our Services at any time. In the event that we introduce a new Service, the fees for that Service are effective at the launch of the Service, unless otherwise stated.

5.9 All fees are in New Zealand dollars.

5.10 From 20 April 2015 for Relief Teachers and 1 August 2015 for Early Childcare Educator you must pay any fees upon membership or upon the expiry of a calendar year of membership. Failure to pay the fees may result in the membership being suspended or terminated.

6.1 GENERAL PROVISIONS

6.1 System Integrity

Subject to any downtime required for maintenance, we will use our reasonable endeavours to ensure the availability of the Website and Services at all times. We take no responsibility for any system unavailability, or for any loss that is incurred as a result of the Website or Services being unavailable. Further, we assume no responsibility for the corruption of any data or information held on the Website.

6.2 Resolution of Disputes

6.6.1 We are not a party to any arrangements or relationships between the Relief Teacher and the School or Early Childcare Provider. You warrant not to involve, or attempt to involve, us in any dispute, personal grievance or in the resolution of disputes that arise between you and another member as a result of the Services provided.

6.6.2 Any dispute arising out of or in connection with these terms and conditions shall be finally resolved by arbitration under the Arbitration Act 1996 (NZ) before a sole arbitrator who shall decide the dispute according to the substantive law of New Zealand.

6.6.3 If agreement cannot be reached on the appointment of an arbitrator, then either the president of the NZLS or the president of the Mediators and Arbitrators Institute shall appoint an arbitrator.

6.3 No Waiver

Any failure by us to exercise or enforce any right or provision of these terms and conditions shall not operate as a waiver of such right or provision.

6.4 Severability

If any phrase or clause of these terms and conditions is held to be void, illegal or unenforceable that phrase or clause shall be deemed to be severed without affecting the operation of the remainder of these terms and conditions.

6.5 Governing Law

These terms and conditions are governed by the laws of New Zealand and subject to the exclusive jurisdiction of the Courts of New Zealand.

6.6 Intellectual Property Rights

6.6.1 We (and its licensors or suppliers, as the case may be) own all proprietary and intellectual property rights in the Website and the software and other material underlying and forming part of the Services and the Website. This including but is not limited to logos, text, icons, sound recordings, and graphics.

6.6.2 You may not without our prior written permission, in any form or by any means:

- (i) Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
- (ii) Commercialise, copy, or on-sell any information, or items obtained from any part of this Website.

6.6.3 Content posted by us on the Website ("New Zealand Relief Teachers Content") is protected by copyright, trademark, patent, trade secret and other laws, and New Zealand Relief Teachers owns and retains all rights in New Zealand Relief Teachers Content.

6.7 Entire agreement

6.7.1 All previous terms and conditions, customs, and practices express or implied that may have applied between the parties before these conditions came into force shall no longer apply.

6.7.2 These terms and conditions constitute the entire agreement between you and us regarding the use of the Website and the Services.

6.8 Force Majeure

6.8.1 Notwithstanding any other provision contained in these terms and conditions, in the event that the performance of any obligation of New Zealand Relief Teachers is prevented due to any unforeseen circumstances including acts of God or any government restriction, hostilities, wars, civil disturbances, blockades strikes, lockouts, or any other cause beyond the reasonable control of New Zealand Relief Teachers, then New Zealand Relief Teachers shall not be responsible to you for any failure or delay in the performance of its obligations.

6.9 Indemnity

6.9.1 The Member shall fully indemnify us against any loss, damage or negligence whatsoever, which results from any breach by you of your obligations under these terms and conditions (including the legal and other costs associated with such claims including debt collection) including but not limited to any negligence whatsoever, any wrong done, trouble, expense or loss incurred, or loss or damage caused to us in any form whatsoever including to its property or reputation by the Member while services are being used.

6.10 Headings

6.10.1 The section titles in these terms and conditions are for convenience only and have no legal or contractual effect.

6.10.2 These terms and conditions shall operate to the fullest extent permissible by the law.

PRIVACY POLICY

All relevant information should be safeguarded according to the Privacy Act 1993.

7.1 Use of your Information

- 7.1.1 New Zealand Relief Teachers collects personal information about you through your use of the Services and the Website, including your contact details, registration details, information relating to your use of the Website, the content you access and the connections you make (like Relief Teachers engaged and frequency of engagement).
- 7.1.2 You agree that this information may be used to assist us to provide the Services to you, for internal research purposes, to provide members with data in regard to the relief work data base, to enforce or apply our terms and conditions, to protect the rights, property or safety of us, our users, or others for promoting and marketing other products and Services to you, and for any related or other use or any other that you authorise.
- 7.1.3 We provide access to a contact email and contact phone number to offer Teachers work. An offer of work can be conducted either through SMS or email. Teachers may also use contact emails to send members emails in regard to relief work available, Services available, newsletters, in addition to customary business communications. Details will be removed from the mailing list upon the member's request as soon as is reasonably practicable.
- 7.1.4 Outside of the above exceptions, personal information will only be released where appropriate to comply with the law, facilitate court proceedings, enforce or apply our terms and conditions, or protect rights, property or safety of ours, and only to the extent necessary.

7.2 Restrictions on Information

- 7.2.1 We will not allow third parties to access your private personal information without your consent.
- 7.2.2 We will not sell or allow third parties to access your private personal information without your consent.

7.3 Membership Removal

If you wish to have your profile removed from our Website for any reason, you may send us an email requesting this and we will do so as soon as is reasonably practicable.

Contact us for any further questions in regard to these terms and conditions.