

PAROT+ Subscription

Terms and Conditions

These Terms and Conditions govern the PAROT Plus subscription service ("the Service") provided by PAROT ("we", "us", "our") to you, the client school ("you", "your"). This agreement is effective upon your acceptance of a PAROT Plus subscription tier.

1. Subscription Term & Fees

1.1. Minimum Term: All PAROT Plus subscriptions are subject to a minimum commitment period of one (1) year.

1.2. Payment: You may elect to pay for the Service either annually or per term. * **Annual Payment:** The full annual fee is payable in advance at the commencement of the subscription year. * **Termly Payment:** The termly fee is payable in advance at the commencement of each school term.

1.3. Invoicing: Invoices will be issued prior to the start of the subscription period (annual or termly) and are due for payment within 20 days of the invoice date. All fees are quoted exclusive of GST.

1.4. Renewal: The subscription will be automatically renewed for a subsequent one-year period unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the current subscription term.

2. Service Hours

2.1. Allocation: Service hours are allocated per school term, as specified in your chosen subscription tier (Pīwakawaka, Tūi, Kererū, or Toroa).

2.2. Scope of Use: Service hours must be used for the purposes defined within your subscription tier, unless agreed otherwise:

- **Pīwakawaka:** Board / Leadership reports only.
- **Tūi:** Board / Leadership reports and/or staff training.
- **Kererū:** Custom development work only.
- **Toroa:** A mix of Board / Leadership reports, staff training, and/or custom development work.

2.3. Rollover of Unused Hours: * A maximum of two (2) unused hours may be rolled over from one term to the immediately following term. * Hours cannot be rolled over across multiple terms (e.g., hours from Term 1 cannot be used in Term 3). * All unused hours, including any rolled-over hours, will expire at the end of the subscription year and cannot be carried forward into a new subscription year, unless.

2.4. Exceeding Hours: Any work requested that exceeds the allocated hours for a term will be considered "Extra Work." Extra Work will be quoted separately and charged at our standard hourly rate of \$130 + GST per hour. This work will only be undertaken with your prior approval.

3. Scheduling & Delivery of Services

3.1. Booking: To ensure availability, we require a minimum of ten (10) business days' notice to schedule work under your PAROT Plus subscription. For significant projects, such as board reports, providing proposed dates well in advance is strongly encouraged.

3.2. Primary Contact: While you will have a primary contact (Rowan, Paul, or Jake), we reserve the right to assign tasks to other qualified members of our team to ensure timely delivery of services.

3.3. Rescheduling & Cancellation:

- To reschedule a booked session (e.g., training, planning meeting), you must provide a minimum of two (2) business days' notice.
- If a session is cancelled or rescheduled with less than two (2) business days' notice, the time allocated for that session will be forfeited from your termly hours.

3.4. In-Person Training: For any on-site, in-person training, all associated travel and accommodation costs are excluded from the subscription fee. These costs will be agreed upon in advance and invoiced to you at cost.

3.5. Custom Development: Timelines for custom development work will be estimated and agreed upon before work commences. The use of subscription hours prioritises your request in our development pipeline but does not guarantee immediate completion. The feasibility of all development requests is subject to our technical assessment.

4. General Conditions

4.1. Termination: You may terminate your subscription at the end of the one-year term. No refunds will be issued for termination during the minimum commitment period. We reserve the right to terminate the service with thirty (30) days' written notice if you fail to comply with these terms.

4.2. Confidentiality: Both parties agree to keep all non-public information obtained through the Service confidential and not disclose it to any third party.

4.3. Limitation of Liability: To the maximum extent permitted by law, our liability for any claim arising out of this agreement will not exceed the total fees paid by you in the preceding twelve (12) months.

4.4. Governing Law: This agreement shall be governed by and construed in accordance with the laws of New Zealand.