

MEMBERSHIP AGREEMENT

Virtual Education Networks Limited ("us" "we" or "our") has entered into various negotiations with individual service providers to provide cost effective packages of products to our member schools. This enables our members to enjoy the benefits of collective bargaining as it assists them in securing the types of services they require in a cost efficient manner.

On this basis Virtual Education Networks Limited agrees that you, the organisation named below ("you") will become a member of our "virtual education team" on agreeing to be bound by the attached terms which shall govern your relationship with us.

When you sign this agreement we will give you a Key which will enable you to enter into a direct contractual relationship with the suppliers we have negotiated with to provide you services.

YOUR DETAILS

School Name	<input type="text"/>
Ministry of Education Number	<input type="text"/>
Postal Address 1	<input type="text"/>
Postal Address 2	<input type="text"/>
Postal Address 3	<input type="text"/>
Contact Person	<input type="text"/>
Contact Phone Number	<input type="text"/>
Contact Person Email	<input type="text"/>
Cluster Selection	<input type="text"/>
Other Cluster Name	<input type="text"/>

Choose "Self" if your school is NOT in a cluster

Only complete this if your cluster is not listed above
Once verified this will be added to the list of clusters

You have read, understood, and agree to be bound by the attached terms.

You have read, understood and agree to be bound by the attached terms.

I accept	I reject
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Completed Forms can be sent to:

"VEN Membership"
PO Box 5268
Dunedin

STANDARD TERMS

1. YOUR OBLIGATIONS

You agree throughout the term of this agreement to:

- a) enter into any Supplier Contract you consider appropriate to fulfil your requirements;
- b) read, understand and comply with our membership requirements and policies as may be amended by us from time to time and made available on www.virtualeducation.net.nz. The membership requirements and policy statements shall be construed to be terms of this agreement and failure to comply with them shall be a default under this agreement.
- c) provide us with regular updates as to how your relationship with Suppliers is working;
- d) supply us with all information that comes into your possession that may assist us in providing additional benefits to our members.

2. PROMOTION

We reserve the right to undertake promotional and marketing activities in relation to membership benefits as we think fit. We may also undertake promotional and marketing activities which may make specific reference to you, and you consent to us making such reference.

3. PAYMENT

- a) You agree to pay us NZ\$56.25 (GST inclusive) ("Membership Fee") within 30 days of the date of receiving our invoice.
- b) We may change the Membership Fee for the coming period at the end of the year.

4. TERM AND TERMINATION

- a) This agreement shall commence on the date of this agreement and will continue in force until either party terminates it under this clause.
- b) Either party may terminate this agreement on giving three month's written notice to the other party.
- c) If either party gives notice of a default under this agreement, and the default is capable of being remedied and it is not remedied within a period of ten calendar days; or the default is not capable of being remedied, that party may give written notice to the other party terminating this agreement either immediately or at any later date.
- d) Upon termination of this agreement:
 - i) you will immediately advise all Suppliers that this agreement has been terminated and you are no longer our member;
 - ii) the Key we have issued to you will expire;
 - iii) you will return all confidential proprietary information supplied to you by us under this agreement;
 - iv) you will cease to use any trade names, or trade or service marks belonging to us.

5. WARRANTIES

Each party warrants that it has the power to enter into this agreement and has obtained all necessary resolutions and approvals to do so.

6. LIMITATION OF LIABILITY

- a) We exclude all direct and indirect liability whatsoever that we may have to you.
- b) If we are ever liable to you, and for any reason cannot rely on the exclusion of liability set out in

clause 6a. The maximum aggregate amount we will be liable to you for is the Membership Fee you paid to us for the year in which the cause of action arose.

7. INDEMNITY

You indemnify us and keep us indemnified against any loss suffered or liability incurred by us as a result of any failure by you to meet your responsibilities under this agreement.

8. GOOD FAITH

Both parties agree to act in good faith towards the other party at all times and in all matters for the term of this agreement.

9. DISPUTE RESOLUTION

If there is a dispute between the parties arising out of this agreement:

- a) The party claiming a dispute has arisen must give written notice to the other party specifying the nature of the dispute.
- b) The parties will endeavour, in good faith, to resolve the dispute referred to in the notice by using informal dispute resolution techniques.
- c) If the parties do not agree on a dispute resolution technique within 14 days after the date notice of a dispute was given, the dispute is to be mediated according to the standard mediation agreement of LEADR New Zealand Incorporated (Lawyers Engaged in Alternative Dispute Resolution), and the Chair of LEADR (or the Chair's nominee) will select the mediator and determine the mediator's remuneration.

10. MISCELLANEOUS

- a) You may not assign any of your rights or transfer any of your obligations under this agreement without obtaining our prior written consent.
- b) If any provision of this agreement is held to be invalid or unenforceable, the validity of the remaining provisions shall not in any way be affected or impaired.
- c) No failure or delay to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.
- d) The provisions of this agreement constitute the entire agreement between the parties.
- e) Subject to clause 1 b. any variation to this agreement must be made in writing and signed by the parties, and then attached to this agreement.

11. DEFINITIONS

In this agreement:

"Key" means written notification from us that you have entered into this agreement, confirming you are now one of our members and as such are eligible to enter into a Supplier Contract.

"Membership Fee" means the annual membership fee payable by you to us, as specified on the cover page of this agreement.

"Supplier" means the service providers we have negotiated with for the provision of the Services to you.

"Supplier Contract" means an independent contract between you and the Supplier for the provision of the Services.