



Terms & Conditions

Ministry of Education TELA+ Scheme

Managed by Cyclone Computer Company Ltd (Cyclone)

TELA+ Portal Terms and Conditions

1. INTRODUCTION

1.1 This TELA+ website is the online portal for the provision, financial lease management, asset management and support for this digital device scheme for Teachers and Principals. From 1 March 2018, this TELA+ portal and associated phone and emails become the points of contact for all matters related to the scheme. If actions are taken outside of these contacts, then Cyclone will not have any responsibility for such actions.

1.2 You have access to the TELA+ Portal because you have been approved as a staff member of a New Zealand state and integrated school, or you have been delegated by the school to access the site. The school principal is the only person who may delegate this authority to other school users. If you do not have authority, please leave the site until this authority is in place.

1.3 These terms and conditions (T&Cs), are in conjunction with your school's Master Lease Agreement with the finance company Cyclone Finance Ltd and its attached schedules and with the Cyclone contracts in place with the Ministry of Education and MBIE via the All of Government IT Hardware supply contract. Such T&Cs will govern all orders that you place via this TELA+ portal. If an order submitted by you is accepted, the order will be treated as an order under the Master Lease Agreement between your school and Cyclone Finance Ltd.

1.4 By accessing and using this TELA+ Portal you agree to be bound, without limitation or qualification, to these terms and conditions.

1.5 These terms and conditions may be amended in whole or in part by us from time to time. Amendments will be effective immediately upon posting of the amended terms and conditions on this website. You are responsible for ensuring you are familiar with the latest terms and conditions. Your continued use of the website represents your agreement to be bound by the terms and conditions as amended.

2. JURISDICTION

2.1 The TELA+ Portal is provided to enable online ordering, and managing of devices included in the TELA+ scheme for eligible teachers and principals only. Any and all dealings and use of this TELA+ portal are governed by and shall be construed in accordance with New Zealand law.

3. PURCHASING PRODUCTS OR SERVICES

3.1 In order to purchase products or services using the TELA+ portal, you should follow the instructions set out on the TELA+ portal.

3.2 You should note that, when you submit an order or service request using the TELA+ portal, you are making an irrevocable offer, on behalf of the school which you represent, to lease the relevant products or services Cyclone and in partnership with their finance partner through the TELA+ portal on and subject to the terms of your signed Master Lease Agreement. The placement of an order or service request and receipt of your order or service request do not constitute our acceptance of your offer.

3.3 If you disagree with any of these terms, you should not place an order or service request using the TELA+ portal.

3.4 When you submit an order or service request using this TELA+ portal, you may be sent a confirmation email that confirms the details of your order. This does not mean that your order has been accepted. Once we have received your order, we may contact you to discuss the details of your order or your eligibility under the scheme. Once your order has been processed, we will then send you an email notifying you if your order has been accepted.

3.5 Your order will be accepted when you receive an acceptance email from us, or upon dispatch of the relevant products or performance of the relevant services. Acceptance of orders is at the discretion of Cyclone, Cyclone Finance Ltd and/or the Ministry of Education, and an order is not binding upon Cyclone or Cyclone Finance Ltd until it is accepted. A Lease schedule will be sent by email detailing the serial numbers of the devices leased. If the devices and serial numbers do not match the schedule, please advise within 5 days

4. PRICES

4.1 The quarterly prices listed on the TELA+ portal are exclusive of GST unless otherwise stated. If prices are not specified for any products or services available on this TELA+ portal, the prices specified in the existing agreement between the Ministry of Education and Cyclone will apply to those products or services. We will advise you if delivery costs are applicable.

4.2 The quarterly prices listed on the TELA+ portal may be altered at any time and all products and services are sold subject to the prices applying at the time that we accept your order. If the price applying at the time that we accept your order is different than the price listed on the TELA+ portal when you submitted your order, the original price will apply where the order is completed within 20 days of it being submitted. Where the order is unable to be completed within 20 days of being submitted (e.g. due to incorrect information being supplied, vendor stock shortages or insufficient eligibility) a new order will need to be submitted using the current TELA+ portal price.

5. USE OF SITE AND TERMINATION

5.1 You are prohibited from using the TELA+ Portal in breach of any legislation or for any unlawful purpose.

5.2 Without limiting any other rights and remedies available to us, we may limit your activities on the TELA+ portal, remove you from the TELA+ portal, issue a warning to you, suspend or terminate your status as a Registered User, cancel any order which we have accepted, or refuse to provide any other products or services to you, if you breach these terms and conditions, the website legal disclaimer or your Master Rental Agreement with us or otherwise where Cyclone considers it appropriate.

5.3 You are responsible for keeping your login information, including your password, secret and secure. Without limiting the foregoing, you agree:

- not to permit any other person to use your user name; and
- not to disclose, or provide to any other person, your password, or any other information in connection with your status as a Registered User, that may allow them to gain access to the TELA+ portal.

You will be responsible for any orders or service requests placed on the TELA Portal using your user name and password.

6. LIABILITY

6.1 Your use of the TELA+ portal is at your own risk. While we have endeavoured to supply accurate information on this TELA+ portal, Cyclone, Cyclone Finance Ltd, and their officers, employees, advisors and agents do not warrant its accuracy, adequacy, currency or completeness, or that it is suitable for your intended use. The TELA+ portal, content and materials are provided on an "as is" and "as available" basis. Under no circumstances, including but not limited to negligence, shall Cyclone or Cyclone Finance Ltd be liable for your reliance on any such information nor shall we be liable for any direct, incidental, special, consequential, indirect or punitive loss or damages that result from your use of, or the inability to use, the TELA+ portal.

7. INTELLECTUAL PROPERTY

7.1 Cyclone owns all copyright and all other intellectual property rights in this site. Everything on this site is copyrighted unless otherwise noted. Cyclone welcomes the use of this site for your non-commercial use provided that you do not remove any copyright, trademark and other proprietary notices contained in the content. We advise that you may not copy or display for redistribution to third parties or for commercial purposes any portion of this site without Cyclone's express permission.

Cyclone Computer Company Ltd
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