

# Student Electronic Device Loan Agreement

## Preamble

At Findon Technical College (FTC), all students from Year 10 to Year 12 will have access to technology devices for use during the academic year. The following terms and conditions need to be agreed to by students and parents prior to the issue of a device.

This agreement covers the issue of:

- FTC owned laptops
- Yondr Pouch
- any other device issued to students
- any accessories of the above devices

FTC wishes to enter into this loan agreement with You pursuant to the terms and conditions set out in this Agreement.

## Definitions

- “the Device” shall be taken to include the hardware and any software and accessories supplied with it as outlined above
- “FTC” shall be taken to mean Findon Technical College
- “You” shall be taken to refer to both the student and carers who as signatories to this agreement share responsibility for abiding by the terms of the agreement.

## Agreement

### Ownership

- No title to the Device is given to You under this Agreement. You acknowledge that throughout the period of the loan, the Device remains the property of FTC and must be used in a way which complies with the provisions of this Agreement.
- The right to use the Device during the loan period is not an exclusive right. FTC reserves the right to retrieve the Device from You for any reason, including but not limited to, the upgrade of software, to check operational performance of software, or to ensure the Device is being used properly in accordance with this Agreement.

### Rights and obligations of use

- You must comply with this Agreement both on and off FTC premises.
- The terms of this Agreement that relate to acceptable behaviour and conduct also apply to any personal devices that may be used at FTC as permitted by the **“ICT, Cyber-Safety and Cloud Computing Services” policy**.
- The student will be responsible for the Device at all times. At such times when the student may need to leave the Device unattended (during morning tea/lunch breaks or teacher- directed activities such as sport), the Device must be securely stored in the student’s locker or other secure area that may be provided by FTC from time to time.

### Fees

- FTC agrees to supply the device to you by means of this the Agreement at no additional cost to You.
- In the event of loss or intentional damage to the Device the schedule of fees in Schedules 1 and 2 applies.
- FTC reserves the right to adjust the fees set out in the Fee schedules to reflect changing market conditions at any time.

### Software and hardware

- The student must not “personalise” the Device or accessories such as bags or any other equipment in any way by using felt pens, stickers, or other marks. The Device will be identified as belonging to a particular student in a manner determined by FTC. Such identification is not to be tampered with.
- You are asked to purchase a sleeve which must be used during storage and transport of the devices at all times. These can be purchased from Officeworks for a reasonable price.
- You must ensure the device is charged and ready for use each day. Most devices are equipped with long life batteries and due to WHS (Work Health and Safety) requirements use of classroom power points may be restricted.
- You are not allowed to download music, videos, games or install any software unless specifically instructed to for a subject.
- You are responsible to ensure your data is saved to your cloud storage account and any local data is always backed up. FTC will not be responsible for loss of local data from the Device.

### Repair and maintenance

- You must immediately return the Device to FTC if You suspect the hardware (e.g. Device or power pack) or software is or may be faulty.
- You must not arrange or allow any repair or maintenance work to be carried out on the Device.
- Should the Device require repairs or maintenance, a temporary replacement computer may be made available while the computer is being repaired, if available.
- In the event of certain problems, the FTC ICT support staff may arrange a complete reload of the device’s image. This will remove all data stored on the device.

### Loss or damage

- You must take all reasonable care:
  - to keep the Device in good working order and condition, fair wear and tear excepted,
  - to avoid loss or damage of the Device and
  - to secure the Device against theft when it is taken off FTC premises.
- Where loss or damage occurs to the Device (referred to in this and the following clause as, the Event), You must notify FTC of the Event by completing the approved incident report form. If this form is not completed and submitted within a reasonable time of the Event, the loss or damage will be deemed to be the result of negligence.
- In the case of theft, loss, or damage, FTC reserves the right to recover the full or partial replacement cost of the Device from You together with any out-of-pocket expenses or costs associated with the recovery action in accordance with the following terms:
  - Where the Event is the result of accidental damage, You will be required to pay the fees set out in Schedule 1.
  - If the Device is stolen, You must as soon as possible report the theft to the Police. You must obtain a case number and the name of the investigating officer and promptly supply this to FTC by completing the approved incident report form. Failure to provide FTC with this information will result in the Device being deemed as lost rather than stolen.
  - Where the Event is the result of the Device being lost or stolen, You will be required to pay the fees set out in Schedule 2.

- Under no circumstances is cover provided by FTC for loss or negligent or malicious damage to the Device. You will be responsible for the full cost to repair the Device including parts and labour. Where a repair is deemed unviable the full cost to replace the Device as specified in Schedule 2 will apply.

### Definition of accidental damage

- Devices are covered against accidental damage by an accidental damage protection (ADP) insurance policy. ADP provides repair or replacement for hardware that has been exposed to unexpected or unintentional damage causing the impairment of use.
- Examples of accidental damage where the hardware unit would be repaired or replaced are:
  - Liquid spilled on or in unit
  - Drops, falls, and other collisions
  - Damaged or broken LCD due to a drop or fall
- Examples of damage where the hardware unit would not be repaired or replaced under Accidental Damage Protection are:
  - Damage that occurs due to the Device being used outside of standard operational environment.
  - Damage that occurs because You have not taken reasonable care to prevent the damage. eg transporting the device outside of its case, leaving the device on the floor.
  - Damage due to fire or natural disasters
  - Intentional damage
  - Normal wear & tear
- You must not take or allow the Device to be taken out of Australia without the written permission of FTC.

### Consequences of breach

- Failure to comply with this Agreement may result in FTC ending the Agreement. Where a student fails to comply with the terms of this agreement the matter will be investigated, and appropriate consequences set. Evidence that a student cannot handle the responsibility of a computer may also impact enrolment as teaching and learning at FTC heavily relies on the use of technology.
- Where an item is not returned, You will be responsible for payment to FTC of the replacement cost of the item. Failure to make payment may result in debt recovery action being undertaken including, where warranted, referral to an external debt collection agency. This may result in extra costs being incurred by You.

### End of term of agreement

- Unless otherwise notified in writing, you must return the Device to FTC by whichever is earlier:
  - a date notified to you by FTC in Term 4 based on the finishing dates for the different year levels,
  - when the student enrolment ends. Failure to return the Device/s will result in an invoice being issued for the cost and Findon High School's debt recovery process will be applied.
- This agreement will be automatically renewed each academic year whilst the student is enrolled at FTC.
- FTC reserves the right to amend this agreement at any time and notice will be provided to students and to parents in writing.

**Schedule 1 – Accidental damage fees**

Up to 3 claims	No Charge
More than 3 claims	Assessed per claim

**Schedule 2 – Lost, stolen or failure to return device/s fees**

Laptop Device	Year 11 AME Advanced Laptop - \$2,400 Ex GST (approx.) Year 10/11 Standard Laptop - \$1,100.00 Ex GST (approx.)
Charger	\$45.00
Yondr Pouch	\$15.00

**\*Full replacement cost is calculated based on the price at which FTC can obtain a brand-new replacement device from the manufacturer**

**For the Parent/Caregiver/Legal Guardian:**

**I have read and agree to the terms and conditions set out in this agreement**

- I have a clear understanding of my role in maintaining the device.
- I will support my child to use and store the device appropriately
- I will contact the FTC Lead if there is any aspect of this agreement I would like to discuss.

Parent/guardian name ..... Relationship to student: .....

Parent/guardian signature ..... Date ...../...../.....

This agreement remains active for the duration of enrolment (subject to policy changes).