Laptop Agreement Terms and Conditions

1. General
1.1. This Agreement is between Sydney Anglican Schools Corporation ABN 63 544 529 806 trading as Arndell Anglican College ("the College") and «CARERS» (Parent/Guardian), «DEBTOR_TITLE» (Debtor) and «FIRSTNAME» «SURNAME» (Student).
1.2. For the purposes of this agreement, Debtor is the party/parties responsible for the payment of school fees and other charges, which appear on the debtor account for the "Student" at the College.
1.3. This Agreement provides for the loan of a laptop computer to the Student for educational use at school and elsewhere as part of the College’s student laptop programme ("the Programme").
1.4. This Agreement sets out responsibilities and obligations with respect to the Programme of the Student, Parent/Guardian and the College.

2. The Laptop
2.1. The College shall provide a laptop computer, software, configuration and related accessories, collectively referred to as "the Laptop". This definition extends to any additional laptop or other device provided to the Student, subsequent to the loss or theft of a previous device, or during the repair or servicing of another device normally assigned for their use.

3. Technology Levy
3.1. The Debtor shall contribute to the operating costs of the Programme through the Technology Levy, the amount of which may be adjusted from time to time by the College, as set out in the schedule of costs.

3.2. Ownership of the Laptop
3.2.1. The College’s financier retains ownership of the device at all times.
3.2.2. The Laptop shall be returned to the College on or before the last day of the Student’s enrolment at the College, along with all software, configuration, electronic textbooks, accessories, carry bags, power supplies and other peripherals.
3.3. The Laptop provided to the Student may not be new and may have been used. It is the responsibility of the Parent/Guardian and Student to note any damage or significant wear and tear on the Condition Report accompanying this Agreement before signing it.

3.4. Warranty and manufacturing defects
3.4.1. The Laptop is covered by a manufacturer’s warranty for most, if not all, of the duration of this Agreement.
3.4.2. Failure to notify the College of any failure or defect that may be covered under a manufacturer’s warranty within a reasonable period of time before the end of any such warranty period may render the Debtor liable for the costs of rectifying those defects.

3.5. Damage & Repairs
3.5.1. The Student shall notify the College as soon as reasonably practical of any damage to the Laptop, whether intentional or accidental and the circumstances leading to the damage.
3.5.2. If at any time during the Student’s participation in the Programme the Laptop is deemed by the College to have incurred damage not attributable to ordinary wear and tear, the costs of required repairs shall be billed to the Debtor.
3.5.3. In the event of accidental damage to the Laptop, subject to a determination by the College, the Debtor will be charged the Repairs Excess to fund the cost of repairs to the Laptop in lieu of the full cost of those repairs.

3.5.4. If, subject to the discretion of the College, the cost to repair the laptop exceeds the residual value of the Laptop, it may be replaced and the Debtor shall be billed the Replacement Excess in lieu of the full Replacement Cost.
3.5.5. A temporary replacement device computer may be provided to the Student while their Laptop is being serviced or repaired. The provisioning of a temporary replacement device is subject to availability and is at the discretion of the College.

3.6. Theft or Loss
3.6.1. In the event of accidental loss or theft of the Laptop, subject to a determination by the College, the Debtor will be billed the Replacement Excess to fund the replacement of the laptop, in lieu of the full Replacement Cost.
3.6.2. In the event of the theft or loss of the Laptop outside of the College campus, the Parent/Guardian shall report the incident to NSW Police and obtain an incident number. If outside of NSW then the Parent/Guardian must report the theft or loss to the equivalent law enforcement body and obtain an incident number.
3.6.3. The Parent/Guardian shall, as soon as reasonably practical after the theft or loss of the Laptop, report the incident to the College, providing details of the event and the police incident number.
3.6.4. Failure to provide the College with a valid incident report should one of the above occur, the full Replacement Cost may be charged to the Debtor as outlined in the schedule of costs.
3.7. The Parent/Guardian and Student shall not allow the Laptop to be removed from Australia without the prior written authorisation of the College. It is recommended that the Laptop be noted on a travel insurance policy when travelling overseas.

4. Software
4.1. The Laptop comes with a number of pre-installed software applications. The license for these software applications remains vested in the College at all times. The Student shall not copy, modify, transfer or distribute, or allow to be copied, modified, transferred or distributed software applications, configuration or other data pre-installed on the Laptop.
4.2. The Student shall not remove or attempt to remove any pre-installed software applications on the Laptop without the express permission of the College.
4.3. At the discretion of the College the Student can, for educational purposes only, install third-party software for which they have acquired a license.
4.4. The Student and/or Parent/Guardian shall, at the request of the College, furnish documentary evidence supporting their claim as licensee to any software the Student has installed or allowed to be installed on the Laptop.

5. Electronic textbooks
5.1. The Laptop may have a number of electronic textbooks pre-installed as required by current teaching programmes of the College. The license to these electronic textbooks at all times remains vested in the College.
5.2. The Student shall not copy, transfer, distribute, or allow to be copied, transferred or distributed, in part or in full,
the contents of any electronic textbooks installed on the Laptop or otherwise made available through the College network.

6. Support

6.1. The College operates the IT Services Helpdesk between the hours of 8:00AM and 4:00PM, Monday to Friday during academic term time.

6.2. Technical support shall be provided to the Student, within the above hours, before school, after school, during recess and lunch and other break times during academic term time. Except for support issues deemed urgent by the College, the Student shall not be provided with technical support outside of these break times.

6.3. Different support hours apply during non-term time. If technical support is required during non-term time then an appointment should be made by contacting the IT Services department.

6.4. Technical support is provided subject to the IT Support Policy.

7. Network

7.1. The Student shall not “tether” or otherwise connect the Laptop to other networks while physically present on the College campus.

8. Rights and obligations

8.1. The Student:

8.1.1. shall ensure the Laptop is brought to school every day, fully charged, except for those days where the College has advised that the Laptop is not required;

8.1.2. shall ensure the Laptop is kept secure at all times at school and outside, is carried in its bag to and from school, between classes, and at all other material times when not in use;

8.1.3. shall refrain from and prevent others from eating, drinking and otherwise keeping or consuming liquids and food near the laptop;

8.1.4. shall regularly clean their Laptop by gently wiping it with a soft, slightly damp cloth;

8.1.5. shall report all damage (accidental or otherwise), theft or loss of the Laptop to the IT Services department immediately;

8.1.6. shall not directly or allow others to place stickers on, graffiti, mark, scratch, etch, or otherwise physically interfere with the Laptop;

8.1.7. shall not tamper with or attempt to circumvent any software, configuration, peripherals, bags, accessories, electronic textbook licenses and other materials provided with the Laptop;

8.1.8. shall not directly or allow others to remove any identifying markings or labels from the Laptop;

8.1.9. shall keep the Laptop in good condition by regularly cleaning as required;

8.1.10. shall comply with any other directions or instructions given by the College from time to time with respect to the Laptop and

8.1.11. shall take responsibility for backing up personal data and files stored on the Laptop and the College network, and indemnify the College against any loss of data from the Laptop.

8.2. The Parent/Guardian & Debtor:

8.2.1. shall ensure that the Student continues to abide by their obligations under this Agreement;

8.2.2. accepts financial responsibility for any excesses payable for the repair or replacement of the Laptop due to accidental damage, theft or other loss;

8.2.3. accepts financial responsibility for the cost of repairs and replacement parts for intentional damage to or loss of the Laptop, or any other damage arising from or as a consequence of failure by the Student to abide by the terms of this Agreement;

8.2.4. accepts that the Laptop remains at all times the property of the College’s financier and that it shall be returned to the College on or before the last day of enrolment of the Student at the College or at any other time as requested by the College;

8.2.5. indemnifies the College from any claims, losses, injury and damage arising from the use of the Laptop and other associated services;

8.2.6. shall not allow for any servicing, repair or similar interference with the Laptop, except for that provided by or expressly sanctioned by the College.

8.3. The College:

8.3.1. retains ownership of all pre-installed software, configuration, peripherals, bags, accessories, electronic textbook licenses and other materials provided with the Laptop;

8.3.2. reserves the right to monitor and inspect the Laptop to ensure compliance with all relevant laws, the Acceptable Use Agreement and other policies and procedures published by the College.

8.3.3. reserves the right to terminate this Agreement at any time and demand the prompt return of the Laptop.

9. Termination

9.1. This Agreement terminates on written acknowledgement by the College of the return of the Laptop to the College or as otherwise determined by the College.

10. Definitions

10.1. Replacement Cost: refers to the total cost of replacing the Laptop with the same make and model, or an equivalent where the same make and model can no longer be purchased from the manufacturer or its distributors.

10.2. Replacement Excess: the contribution of the Parent/Guardian to the Replacement Cost of the laptop in circumstances requiring the replacement of the Laptop.

10.3. Repairs Excess: the contribution of the Parent/Guardian to the cost of repairing the Laptop in the event of accidental damage.

10.4. Acceptable Use Agreement: refers to the document outlining acceptable use of I.T. resources at the College as updated from time to time by the College.
## Schedule of Costs

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology levy (per term, included in the Service Charge)^</td>
<td>$175.00</td>
</tr>
<tr>
<td>Repairs Excess (per incident)^</td>
<td>$150.00</td>
</tr>
<tr>
<td>Replacement Excess (per incident)^</td>
<td>$350.00</td>
</tr>
<tr>
<td>Replacement Cost (per incident)^*</td>
<td>$1223.11</td>
</tr>
</tbody>
</table>

^These charges are costs associated with educating our students and are exempt from GST.
*Subject to change with fluctuations in currencies, taxes and other reasonable expenses.

## Condition Report

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>Lenovo</td>
</tr>
<tr>
<td>Model</td>
<td>Thinkpad X1 Carbon</td>
</tr>
<tr>
<td>Serial Number</td>
<td></td>
</tr>
<tr>
<td>Asset Number</td>
<td></td>
</tr>
<tr>
<td>Condition</td>
<td></td>
</tr>
</tbody>
</table>
Acceptance

I/We __________________________
(Parent/Guardian & Debtor)

have read, understood and accepted the Terms and Conditions and Schedule of Costs above.

Signature (Parent/Guardian): __________________________

Signature (Debtor): __________________________

Date: _____/_____/_____

I __________________________
( Student)

have read, understood and accepted the Terms and Conditions above.

Signature: __________________________

Date: _____/_____/_____

For and on behalf of the College: __________________________

Date: _____/_____/_____