



2020 Laptop Agreement

BACKGROUND

- A. The St Edward's College Personal Learning Device (PLD) is an integral component of education at St Edward's College.
- B. This Agreement sets out on what basis, and under what terms and conditions, access to the College PLD Program will be provided to students.

OPERATIVE PART DEFINITIONS

In this Agreement unless the contrary intention appears:

1. **"PLD"** means Personal Learning Device

"Devices" means the devices provided by the College to you which are listed in Schedule A

"GST" includes the tax imposed by the GST Act and its related legislation but includes any similar impost introduced in the future

"GST Act" means the Act entitled *A New Tax System (Goods and Services Tax) Act 1999*

"Laptop" means device and the software

"Program" means the student laptop program which provides the Student with access to the On-Campus Internet and On-Line Teaching and Research Resources

"Handbook" means the PLD Program Student Handbook issued by the College as updated from time to time

"Services" means the services provided by St Edward's College to you which are listed in Schedule A

"Software" means the software loaded on the laptop by St Edward's College from time to time including the pre-loaded software itemised in Schedule A.



GENERAL

2. In consideration of you paying to the College the PLD Hire Fee, the College gives the student the means of access to the PLD Program being the supply of the laptop and the services to you for use by the student in accordance with the terms of this agreement.
3. The components of the laptop and the Services provided to the student under this Agreement are set out in Schedule A.
4. Ownership and control of the laptop remains with the College at all times (even though the student has possession of the laptop).
5. You will be required to reimburse the College the cost of repairing or replacing the laptop where the College cannot have such repair work carried out nor obtain a replacement of the laptop at no cost to the College under the device Warranty or any insurance policy held in respect of the laptop.
6. You acknowledge that the software is licensed to the College and not to you.
7. The College reserves the right at all times to:
 - a. decide who uses the laptop and the use to which the laptop is put; and
 - b. recall the laptop for any reason (including upgrading software, inspecting it to check its operational performance and software, and ensuring that the laptop is being used only as provided under this Agreement).

YOUR OBLIGATIONS

8. In relation to the care, use and repair and maintenance of the laptop and the services, you will ensure that the student complies with the terms of this Agreement and the College Handbook, the College's Policy on Personal Electronic Devices and the Policy on Acceptable Use of IT contained in the current College Handbook. You will be responsible for any failure of the student to comply with the terms of this Agreement.
9. The laptop and the services must only be used for the educational purposes required to enable the student to undertake the courses in which the student is enrolled at St Edward's College in accordance with this Agreement. Any other use of the laptop and the services may be considered a supply under this Agreement which is liable to GST.
10. You must ensure that the student has the laptop available fully charged, for each class he attends in every course in which he is enrolled.
11. You must ensure that the laptop is kept in good working order and is not defaced, damaged or lost.
12. You must not allow any repair, service or other work to be carried out on the laptop otherwise than as provided in the handbook without the College's prior written consent.

13. You must ensure that:

- a. The software is not copied, deleted or transferred, for any reason at all, without the College's prior written consent.
- b. Only software authorised in writing by the College is stored or otherwise loaded on to the laptop.
- c. No illegal or illicit material or electronic data is stored or otherwise loaded on to the laptop.
- d. The hardware case of the device is not opened, and no additional hardware (including a video card, sound card, network card, modem or disk drive) is installed in the device, without the College's written consent.
- e. You will ensure that the student will take all steps that are reasonably necessary to prevent a virus from infecting the laptop (such steps include monitoring any data that is downloaded from the Internet).

14. In the event the software is faulty, the College will reload the software necessary to enable the student to have access to the PLD Program at no cost to you.

15. You are responsible for the back-up of all data on the laptop. The College is not responsible for the loss of any data on the laptop at any time.

16. You indemnify the College in respect of any claims, losses, injury and damage arising from the use of the laptop and the services.

REPAIRS, MAINTENANCE

17. You must immediately return the laptop to the College if the laptop is damaged or faulty.

18. Where the required repair work is covered by the device warranty, there will be no cost to you for the repair work.

INSURANCE

19. You must immediately inform the College if the laptop is lost, stolen or damaged. Where the laptop is stolen, lost or damaged all relevant circumstances and other information required by the insurer must be reported by you to the College. If required by the College, you must notify the Police of the incident and provide the College with the report prepared by the Police recording the incident. The Helpdesk will advise you of what action is required.

20. An insurance premium is included in the PLD Hire Fee.

21. Should a claim be made in respect of the damaged laptop, you will be charged an excess of **\$100** per claim and be provided a free replacement laptop until the laptop is repaired or replaced once all documentation and forms have been submitted.

22. Should a claim be made in respect of the loss or theft of the laptop, you will be charged an excess of **\$200** per claim and be provided a free replacement laptop once all documentation and forms have been submitted.

23. If a claim is not accepted under the insurance policy and if any repair work is not covered by the device warranty, you will have to meet the College's cost in repairing or replacing the laptop. We will notify you of the estimated cost of the repairs and the repair work or replacement and will then arrange for the laptop to be repaired or replaced, where appropriate. You will be charged for the repair costs (parts and labour) or replacement cost as part of the student's school fee account. The student will be provided with a free replacement laptop until the laptop is repaired or replaced once all documentation and approvals for repairs or replacement have been made by you.

WHAT ISN'T COVERED

24. You acknowledge that you cannot claim anything for:
- The first \$100.00 of each and every claim
 - Electrical or mechanical malfunction or derangement
 - Scratches and normal wear and tear
 - Malicious damage by your son
 - Loss or damage occurring while the laptop is being transported in any aircraft or watercraft unless the laptop is carried as personal baggage
 - Loss of, or damage to, software of any sort

TECHNICAL ASSISTANCE

25. Technical assistance and assistance for repairs, loss and damage is available through the Helpdesk maintained at the College from 8.30am to 4.00pm on school days.
26. The Student should notify the Helpdesk of any problem or enquiry by completing and forwarding the forms which are available at the Helpdesk or on-line.

PAYMENT

27. Payment of the College PLD Hire Fee is invoiced on the College Tuition Fee Account and payable on the same basis as the Student's tuition fees.
28. PLD Hire Fee for students enrolling during the school year will be based on a pro rata amount calculated by the College Finance Department.

REPLACEMENT LAPTOP

29. Where the laptop or a component of the laptop is unavailable for use by the student, (e.g. where it is being held for repair), subject to availability the College may issue the student with a replacement laptop only after all appropriate documentation has been satisfactorily completed.

You will have the same responsibilities for the replacement laptop that you have for the laptop issued to you under this Agreement.

GST

30. If any GST is or becomes chargeable with respect to any supply under this Agreement or in respect of any payment by you to the College pursuant to the terms of this Agreement, you must pay the GST or reimburse the College for any GST paid or payable by the College with respect to the supply or with respect to any amounts payable by you to the College.

TERMINATION

31. If this Agreement is terminated by the College or by you, then you are required to return the laptop to the College immediately.
32. You must ensure that the laptop is in good condition and working order when it is returned to the College or incur repair or replacement costs if they are not covered by the warranty or insurances.

RESPONSIBILITY OF PARENTS

33. Where under this Agreement there is more than one parent/guardian, you are each jointly and severally liable under this Agreement.

Schedule A

Components provided under the college Laptop Program

Item	Description
Laptop	Laptop
Cover Case	Soft Case with College logo
Software	
Microsoft Office	Word, Excel, PowerPoint
O365	OneNote, Email, One drive
Other Software	ClickView, Google Drive
Adobe Creative Cloud	Adobe products
Anti-Virus Security	
Online Textbooks	All text books via online portal
Onsite support	College Tech Helpdesk
Internet Access	On-campus Internet
Insurance Premium	Insurance for Laptop