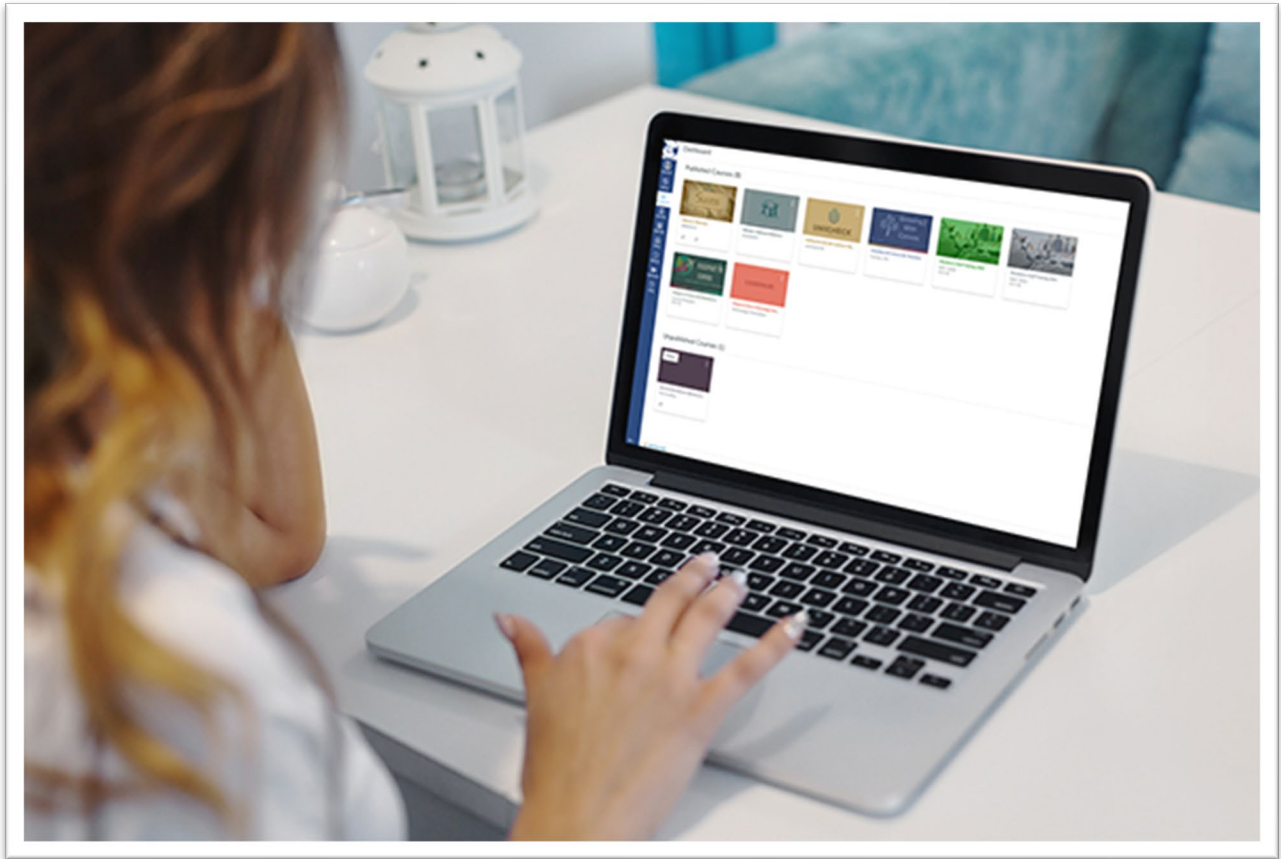




Student Electronic Device Loan Agreement



Preamble

At Endeavour Christian College, all students from Foundation 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:

- School Owned Laptops, Desktop Computers or Ipads
- Cameras
- Graphics and Scientific Calculators
- Any other device issued to students
- Any accessories of the above devices

The College 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
- “the College” shall be taken to mean Christian Community Ministries Ltd trading as Endeavour Christian 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

1. 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 the College and must be used in a way which complies with the provisions of this Agreement.
2. The right to use the Device during the loan period is not an exclusive right. The College 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

1. You must comply with this Agreement both on and off College premises.
2. The terms of this Agreement that relate to acceptable behaviour and conduct also apply to any personal devices that may be used at the College as permitted by the “Personal Digital Devices” policy.
3. Whilst the Device is at school, You have the right to use the Device only for legitimate educational purposes in accordance with the terms of the Agreement and You must ensure that the Device is only used for those purposes.

4. The College reserves the right to determine whether any particular use is a legitimate educational purpose and You may ask for a definitive ruling from the College with respect to any particular instance when in doubt. You agree to abide by any such ruling.
5. The Student will be responsible for the Device at all times during College hours. 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 the College from time to time.
6. You must not allow anyone else to use the Device for their own purposes, including family members and friends. In addition, the Student must not share their Endeavour Login ID or password with anyone else.
7. You must not open, or allow anyone else (other than the College's IT staff) to open, the hardware case of the Device for any purpose.
8. Devices may be equipped with security and content filtering software. You must not attempt to circumvent or disable this software. Breach of this clause will trigger the provisions of Clause 34).
9. You must take all reasonable steps to prevent any virus, spyware or malware from infecting the Device, including:
 - a. ensuring that anti-virus software installed on the Device is always enabled and kept up to date,
 - b. monitoring any data that is downloaded or uploaded onto the Device from the Internet or any device, and
 - c. running a virus check on any media storage devices attached to the Device.
10. You must not intentionally use the Device or internet services to which it may be connected:
 - a. for any illegal, pornographic, fraudulent or defamatory purposes,
 - b. for bulk transmission of unsolicited electronic mail,
 - c. to send or cause to be sent any computer worms, viruses or similar programs,
 - d. to menace or harass another person (or use in a way that would be regarded by a reasonable person to be offensive),
 - e. to transmit any harassing, obscene, indecent, offensive, or threatening material or emails,
 - f. to reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party, or
 - g. in a way that violates any laws such as privacy laws
 - h. in any other way that is against the Christian ethos and standards of the College or any other policies as specified by the College.

Fees

1. The College agrees to supply the Device to You by means of this the Agreement at no additional cost to You.
2. In the event of loss or damage to the Device the provisions of Clause 28 apply.
3. The college reserves the right to adjust the fees set out in the Fee schedules to reflect changing market conditions at any time.

Software and hardware

1. The College will ensure that the operating system and software installed by it on the Device is licensed (with the exception of freeware) to the College for the duration of the Agreement. The

operating system and software may be upgraded from time to time by the College.

2. You must immediately report to the College any technical problems with the Device whether software or hardware related by completing the approved incident report form available from the Library.
3. In the event of software problems, the College will arrange a complete reload of the College image. This will remove all data stored on the device.
4. You are responsible to ensure data is backed up at all times. The College will not be responsible for loss of data from the Device or for software that has not been installed by the College.
5. 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 the College. Such identification is not to be tampered with.
6. You will be provided with a protective case or sleeve which must be used during storage and transport of the devices at all times.
7. 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 requirements use of classroom power points may be restricted. Storage trolleys are available to most students for the purpose of safe keeping and charging of devices if needed.
8. You are not allowed to download music, videos, games or install any software unless specifically instructed to for a subject.

Repair and maintenance

1. You must immediately return the Device to the College if You suspect the hardware (e.g. Device or power pack) or software is or may be faulty.
2. You must not arrange or allow any repair or maintenance work to be carried out on the Device without prior written consent of the College.
3. Should the Device require repairs or maintenance, a temporary replacement computer may be made available while the computer is being repaired, if available.

Loss or damage

1. You must take all reasonable care:
 - a. to keep the Device in good working order and condition, fair wear and tear excepted,
 - b. to avoid loss or damage of the Device and
 - c. to secure the Device against theft when it is taken off the College premises.
2. Where loss or damage occurs to the Device (referred to in this and the following clause as, the Event), You must notify the College of the Event by completing the approved incident report form. If this form is not completed and supplied to the College within a reasonable time of the Event, the loss or damage will be deemed to be the result of negligence.
3. In the case of theft, loss, or damage, the College 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:
 - a. Where the Event is the result of accidental damage, You will be required to pay the fees set out in Schedule 1.
 - b. 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

the College by completing the approved incident report form. Failure to provide the College 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.

- c. Under no circumstances is cover provided by the College 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

1. Devices are covered against accidental damage by an accidental damage protection insurance policies. ADP provides repair or replacement for hardware that has been exposed to unexpected or unintentional damage causing the impairment of use.
2. Examples of accidental damage where the hardware unit would be repaired or replaced are:
 - a. Liquid spilled on or in unit
 - b. Drops, falls, and other collisions
 - c. Electrical surge
 - d. Damaged or broken LCD due to a drop or fall
3. Examples of damage where the hardware unit would not be repaired or replaced under Accidental Damage Protection are:
 - a. Damage that occurs due to the Device being used outside of standard operational environment.
 - b. 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.
 - c. Damage due to fire or natural disasters
 - d. Intentional damage
 - e. Normal wear & tear
 - f. Cosmetic damage
4. You must not take or allow the Device to be taken out of Australia without the written permission of the College.

Consequences of breach

1. Failure to comply with this Agreement may result in the College ending the Agreement. Where a student fails to comply to 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 Endeavour heavily relies on the use of technology.
8. Failure to comply with some clauses of this agreement (eg Clause 10) may have the potential to put the College and/or community at risk. These risks can result in personal, social, financial and reputational damage and therefore trigger mandatory reporting obligations to the Chief Executive Officer, Christian Community Ministries Ltd. This may result in termination of enrolment.
9. Where an item is not returned, You will be responsible for payment to the College 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

1. Unless otherwise notified in writing, You must return the Device to the College by whichever is earlier:
 - a. a date notified to You by the College in Term 4 based on the finishing dates for the different year levels, or
 - b. when the Student unenrolls from the College,
2. This agreement will be automatically renewed each academic year whilst the student is enrolled at the College.
3. The College reserves the right to amend this agreement at any time. Where the College amends this agreement, notice will be provided to students at assembly and to parents by email notification.

Schedule 1 – Accidental damage fees

First Event	No Charge
Subsequent Event	\$30.00

Schedule 2 – Lost or stolen device replacement fees

Notebook / Laptop Device	Fair Market Value* or \$750.00 (whichever is lesser) + \$50.00 Administration Fee
Charger	\$40.00
Notebook Bag	\$60.00
Calculator	Year 7 to 12: Scientific Calculator \$20.00 Year 11 to 12: Graphics Calculator \$250.00
Mouse	\$15.00

*Fair market value is calculated based on the price at which the College can obtain an identical device from third party sources.

Student Electronic Device Loan Agreement Declaration (2021)

We accept and agree to the terms, conditions and responsibilities outlined in the “Student Electronic Device Loan Agreement”.

Student Details			
Student Name			
Signature		Date	
Year Level		Form Class	
Parent/Guardian #1			
Name			
Signature		Date	
Parent/Guardian #2			
Name			
Signature		Date	

Please return ONLY THIS PAGE to the Front Office to collect your Device