



Notebook Contract

This Student Computer Contract (“Contract”) is made between Kilbreda College, Mentone (“School”) and its students, and their Parent/Guardian, and states the agreement of the parties as follows.

Equipment Subject to Agreement:

The Equipment subject to this Agreement (“Equipment”) includes the laptop computer, computer accessories, and related software in the following list:

- One (1) 12’’ Dell Latitude E6230
- One (1) AC Adapter (with power cord)
- One (1) Carrying Bag

1. Ownership

This is a 4 year laptop lease agreement for Year 9 students. The School shall be deemed to have retained title to the laptop at all times, unless the School transfers the title. The Student shall hold no security or ownership interest in the laptop. Likewise, the Student shall hold no security or ownership interest neither in the licenses to the installed software included with the laptop nor in the licenses to any other software that the School may from time to time install on the notebook computer used by the Student.

2. Use of College Laptop

The Student shall return all laptop equipment itemised above in good operating condition to the ICT Department if the Student is no longer enrolled (unless the School transfers the title). The School may require the Student to return the Laptop at any time and for any reason. Failure to return may be charged with cost to recover the equipment.

3. Laptop Use and Storage

The laptop must be on the School's premises during each of the Student's normal school days. During the School's normal business hours or after school, when the Student is not in the immediate presence of the Equipment, the Equipment must be secured in a locked locker or other secure, approved locations. Students are required to transport their laptops in the provided bags including between classrooms. Failure to do so might result in the equipment being temporally confiscated, and any damage caused may not be covered.

The laptop should be brought to school fully charged. Laptops are not to be charged on school premises.

4. Compliance with Software Licenses:

The Student shall not make copies of software licensed to the school. The Student is responsible for compliance with the license terms of any licensed software, and the Student agrees to hold the School harmless for any violations of such license terms.

5. Use of College Information and Communication Technology (ICT) Policy:

These Laptops are provided for the sole use of improving student's educational achievements.

Students are required to comply with the College "Use of College Information and Communication Technology (ICT) Policy" and sanctions. (Note: This policy can be found in the student planner)

6. Backup:

The Student may store documents or other files on the laptop, and the Student is responsible for making backup copies of such documents or other files. In the event of loss of such documents or other files, the School's responsibility is limited to reloading the School's standard software suite on the Equipment.

7. Modifications

The laptop configuration, hardware and software shall not be altered, added to or modified in any way by any person other than the college IT Support Centre. Installation of any form of games or peer to peer file sharing is strictly prohibited.

8. Laptop Care

The student is responsible for care of the laptop. The student shall at all times take reasonable care of the laptop and not expose it to undue risk of damage or theft. The laptop is not insured by the College for loss or theft. Loss or theft of the laptop is to be reported to the

student's pastoral teacher and the college ICT Support Centre immediately. The cost of replacement will be charged to the parents/guardians. The replacement laptop will only be issued to the student after the charge is paid in full.

9. Repairs

All repairs to the laptop shall be arranged through the college ICT Support Centre. The student agrees to take the laptop to the college ICT Support Centre immediately in the event that it is not operating correctly, any part of it is broken or it sustains any form of damage. This is especially important in the case of screen damage.

Warranty repairs shall be undertaken by the college at no cost to the student or her parents/guardians. However, parents/guardians shall be solely responsible for the cost of all non-warranty repairs up to a maximum amount of \$250 each time the laptop requires repair. Repaired laptops shall not be returned to the student until the repair cost charged by the College has been paid in full.

10. College Not Liable

The College is not responsible in any way and shall not be liable for any loss, cost or damage for any unauthorized use of the laptop including any work performed and any data or images used, saved or stored on the laptop.

The parents/guardians hereby indemnify and hold harmless the college for any –

- i. loss;
- ii. cost; or
- iii. damage to any data, equipment or any other property

in any way relating to the use of the laptop resulting from the student's unauthorised use of the laptop.

11. End of Lease

At the end of 4 year lease, the student may have the option to purchase the laptop at the minimum cost which will be valued by the school.

13. Changes to Terms and Conditions

These terms and conditions may be updated or amended by the college from time to time. The College shall communicate any such updates or amendments to students and parents/guardians via direct communication and/or the college website.