

# Student Laptop Computer Agreement

Contract A (Year 9)

2024

## SCHEDULE

<b>Nominated Student:</b>	
<b>Parent / Guardian Name(s):</b>	
<b>Computer (make &amp; model):</b>	Dell Latitude 3310
<b>Installed Software ("the Software")</b>	
<b>Accessories</b>	Dell power pack, protective bag
<b>Serial Number (update if computer replaced)</b>	Kept in official student records
<b>LICENCE TERM:</b> Commencement Date: End Date: Running for 1 year	On issue of laptop Last day of school 2024 2024
<b>LICENCE FEE DETAILS:</b> Annual Recurring Fee (Technology Levy): Date of Payment:	\$255 including any GST Included on Term 1 fee statement (full amount)
<b>ACCIDENTAL DAMAGE INSURANCE:</b> Dell Accidental Damage Protection policy	Limited to one claim per year
<b>Parent / Guardian / Student Undertaking:</b>  <i>I have read and understood the responsibilities and conditions relating to this agreement and agree to be bound by the detailed terms and conditions of this 'rent to own' contract.</i>	
<b>SIGNATURES</b>	
Parent/Guardian: _____	
Student: _____	
Date: ____/____/____	

*This page is signed and remains on file at Nagle College.*

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### **Parties to Whom these Terms and Conditions Apply**

- 1) These terms and conditions apply to the student issued with the Nagle College owned laptop computer and their parent/guardian. The laptop will not be issued to the student until these terms and conditions have been accepted by both the student and their parent/guardian.

### **Loan Term/Terms**

- 1) The laptop “rent to own” period commences when the student is issued with a College laptop and ends at the end of the agreement period.
- 2) It is envisaged that the agreement period will be 1 year. The laptop will be returned for service on an as requested basis.
- 3) The College may terminate the agreement without notice, if in the opinion of the College there is a serious breach of these terms and conditions or any related College policy. Terminating the agreement means handing the laptop back to the College.
- 4) These terms and conditions may be updated or amended by the College at any time. The College shall communicate any such updates or amendments to students and parents/guardians via direct communication and/or the College website.

### **Device**

- 1) Unit – Dell Latitude 3310 with 1 year warranty and 1 year Dell Accidental Damage Protection insurance.
- 2) Accessories provided:
  - a) Power supply/cord
  - b) Protective slip case/bag

### **Ownership**

- 1) The College maintains ownership of the laptop until the expiry of the agreement. Neither the student nor their parent/guardian shall loan, assign, give away, dispose of, encumber or otherwise do anything to infringe on the College’s ownership of the laptop.
- 2) If the student loses the laptop for any reason, accidental or theft, the parent/guardian will be charged the full replacement cost of the laptop.
- 3) When the term of the “rent to own” agreement expires, if the school fee account is fully up to date with no arrears the ownership of the laptop will transfer to the parent/guardian. This will include the laptop and accessories. However, the laptop will be removed from the College network and all installed software will cease to operate. If the school fee account is not up to date the laptop must be returned to the College at the expiry of the agreement.
- 4) If the student leaves the College and/or is deregistered from the College, the laptop shall be immediately returned to the College. Apart from normal wear and tear the laptop is to be returned in good working order, with all components as originally supplied, including the protective bag and power supply. If, in the opinion of the College IT Support Centre, the laptop is not in good working order and condition, or any components are missing, the parents/guardians will incur the cost of all non-warranty repairs. If the laptop is not returned to the College within seven days of leaving, the parents/guardians will bear the full cost to replace the laptop.
- 5) See ‘Loss or Damage and Insurance’ below for details concerning damage/theft/loss.

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## Financials

### 1. Amount

a) The annual 'rent to own' fee is \$255 including any GST.

### 2. Due when

This annual fee will be billed at the start of the year and shown as a separate item on the Term 1 fees statement.

### 3. Payment methods

a) All methods currently available for school fee payment.

### 4. Refunds

a) Refunds of this fee will only be made if all other College fees are up to date and current.

b) Pro rata fees apply on a semester basis i.e. if refund applied for before June 30 then a 50% refund, if applied for after 30 June no refund or at the Principal's discretion.

### 5. Service charges

The College reserves the right to charge a \$20 service fee for any servicing (including software re-imaging) or repair required due to the misuse of or damage (not covered by accidental damage insurance) to the laptop by students. Notifications will be mailed to parents of these events along with a 14 day invoice.

## Expectations

1) **Usage** – The laptop is for the exclusive use of the student in support of their learning and is to be brought to school each day fully charged.

2) **Modifications** - The laptop configuration, hardware and software shall not be altered or modified in any way. Students do not have permission to install any software. Installation of any/all software will be performed by the College IT Support Centre. Circumventing security settings will be considered a breach of contract.

### 3) **Warranty/Repair/Replacement**

All laptop repairs/replacements should be arranged through the IT 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 or is missing.

a) Warranty repairs/replacements shall only be undertaken by the College.

b) Any modification or tampering with the laptop may void the warranty.

c) Issues relating to accidental damage may be covered by insurance (see below).

4) **Data security** – Students should regularly backup their data onto their network space on the College network and/or onto an external hard drive or other form of secondary storage. The College reserves the right to carry out inspections of the laptop and its contents at any time. Non-educational software and data will be deleted. The College will not be responsible for any data loss on any local drive.

5) **Maintenance** - The student may be required to return the laptop to the College IT Support Centre for maintenance upon request. The College will not be responsible for loss of data or software from the local drive during these times. Backup of all data is the responsibility of the student.

### 6) **Care of device**

a) Students are responsible for the care of the laptop. The student shall at all times take responsible care of the laptop and not expose it to undue risk of damage or theft.

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- b) When in their school bag do not leave it unattended, e.g. at the bus stop or when in the car make sure it is in the boot or out of sight.
  - c) Locked in their locker when not with them in class.
  - d) When transporting/carrying the laptop (at any time, including between classes) it should be in the protective case provided. Not being in this case could jeopardise the warranty and/or the ability to claim under Dell's Accidental Damage Protection insurance.
  - e) The laptop and bag shall not be personalised or graffitied in any way. This includes drawing on, scratching your name, painting, placing of stickers, removal of ID labels etc. on the laptop. Students are not to remove, deface or cover-up any identification labels or tags on the laptop.
- 7) **Liability** - The College is not responsible in any way and shall not be liable for any loss, costs or damages relating to the use of the student laptop for the duration of the agreement.
- 8) **Availability** - The student must have the laptop available for learning, for every class, every day.
- 9) **Software** – The College owns the preinstalled software licences and the student must adhere to those licence conditions. This means their use is limited for education purposes and never copied.

### Loss or Damage and Insurance

- 1) **Accidental Damage** – The laptop is covered by Dell's Accidental Damage Protection insurance policy.
- a) A limit of one claim per year applies. As laptops are purchased prior to the school year commencement date, claim 'years' may not align with the school year.
  - b) Any intentional damage or tampering with the laptop may void the insurance.
  - c) To claim under the policy, the Parent/Guardian will be required to complete a questionnaire and return it to the school to enable the school to lodge the claim with Dell. Claims will not be made without this information.
  - d) The College reserves the right to determine if any claim will be lodged as it ultimately impacts the College insurance premium cost.
  - e) All 'accidental damage' repairs where no claim is made or where claims are rejected, are payable in full by the Parent/Guardian.

See full insurance policy 'Accidental Damage Product Disclosure Statement' for further details about the policy. [www.nagle.vic.edu.au](http://www.nagle.vic.edu.au) > learning > parent letters and information.

- 2) **Non Accidental Damage** - The laptop is **NOT insured for NON accidental damage**. The Parent /Guardian will be responsible for all costs to repair the laptop for such damage.
- 3) **Theft/Loss** - The laptop is **NOT insured by the College for loss or theft**. For this reason, it is highly recommended that parents/guardians include the laptop in the chattels list of moveable assets as part of their Home & Contents Insurance as 'goods in trust'.

Loss or theft of the laptop is to be reported immediately to the student's Year Level Coordinator and the College IT Support Centre. A replacement laptop will be issued to the student after full replacement cost (unsubsidised) is paid by the parent/guardian.