# iPad usage agreement - student

## Schedule

<table>
<thead>
<tr>
<th><strong>College</strong></th>
<th>Padua College Limited ACN 072 693 700 of 80 Turner Road, Kedron, Queensland, 4031.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Parent/Guardian</strong></td>
<td></td>
</tr>
<tr>
<td><strong>iPad</strong></td>
<td>iPad Air or Air2 or any replacement iPad provided by the Parent/Guardian or Student from time to time.</td>
</tr>
<tr>
<td><strong>Commencement Date</strong></td>
<td>Date of signature</td>
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</tbody>
</table>

The parties agree that the College will permit the Student to use the iPad, and the Parent/Guardian must ensure that the Student only uses the iPad, on the terms and conditions attached to this Schedule.

EXECUTED as an agreement

Signed by
Padua College Limited ACN 072 693 700 on / /20 by its duly authorised officer:

- Signature of Authorised Officer
- Barry Keegan
- Full Name of Authorised Officer

Signed by:
(Parent/Guardian name)
on / /20 in the presence of:

- Signature of Parent/Guardian

Signed by:
(Name of witness (print))
Terms and conditions

Background

A The College operates an iPad program which the Parent/Guardian agrees for the Student to participate in as a condition of enrolment at the College.

B The College has agreed to permit the Student to participate in the iPad program and use the iPad on the terms and conditions of this agreement.

Agreed terms

1 Licence to use the iPad

1.1 Parents provide an iPad for the Student to use for the sole purpose of the Student undertaking studies at the College for the term of this agreement.

1.2 If required by the College, the Parent/Guardian must or must ensure that the Student, immediately make available the iPad to the College for inspection of contents.

1.3 The Parent/Guardian acknowledges and agrees that a replacement iPad or other tablet device is the responsibility of the Parent/Guardian and Student in the event that the iPad is or becomes faulty, damaged, lost or stolen.

1.4 The Parent / Guardian assumes financial responsibility for repair or replacement due to damage, loss or theft.

2 Period of use

2.1 This agreement commences on the Commencement Date and continues until the earlier of:

(a) communication by the College of a replacement program; or

(b) the Student ceasing to be enrolled as a student at the College.

2.2 The College may terminate this agreement for convenience at any time by written notice to the Parent/Guardian in which case this agreement will terminate on the date specified in that written notice or, if no date is specified, immediately.

3 Conditions of use

3.1 The Parent/Guardian must, and must ensure that the Student:

(a) maintains the iPad in good condition and working order;

(b) if the iPad is or becomes faulty, damaged, lost or stolen, promptly organises the repair or replacement (as the case may be) of the iPad.

(c) complies with the College’s computer systems and internet acceptable use policy and any other policies and procedures of the College at all times;

(d) complies with the recommendations of the College from time to time in relation to the College’s network and use of the iPad including back up routines and virus checking; and

(e) cooperates with the College, acts reasonably and follows the College’s directions in connection with this agreement and use of the iPad.

3.2 The Parent/Guardian must not, and must ensure that the Student and others do not:

(a) perform any illegal or unlawful acts in connection with use of the iPad;

(b) infringe the intellectual property rights or other rights of any third party;

(c) use the iPad:

(i) to engage in fraudulent behaviour or defame or harass any third party;

(ii) to circumvent any security measures or gain unauthorised access to or interfere with any third party’s online resources or systems including by any form of hacking or denial of service attack;

(iii) to distribute, view or create any material that is or may be pornographic, defamatory, offensive, obscene, illegal or unlawful;

(iv) to distribute unsolicited emails to third parties including bulk unsolicited emails;

(v) in a way that disrupts, misuses or excessively uses the hardware, bandwidth access, storage space or other resources of the College or the College’s other students or staff; or

(vi) in any other manner that is unacceptable to the College.

3.3 Without limiting any other remedy the College may have under this agreement or at law, the College may suspend the Parent/Guardian and Student’s access to the iPad at any time and take any further disciplinary action the College considers appropriate in its sole discretion.

4 Definitions and interpretations

4.1 In this agreement:

(a) terms defined in the Schedule have that meaning;

(b) the meaning of any general language is not restricted by any accompanying example, and the words ‘includes’, ‘including’, ‘such as’ or ‘for example’ (or similar phrases) do not limit what else might be included; and

(c) no rule of construction applies in the interpretation of this deed to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it.