

2017 Device usage agreement - student



Schedule

College	Padua College Limited ABN 20 072 693 700 of 80 Turner Road, Kedron, Queensland, 4031.
Student	
Parent/Guardian	
New School Year	2017
Device	Lenovo lap top computer with following specifications: <ul style="list-style-type: none">• Core i5-6200U/ 8GB / 256GB SSD• 3Yr onsite + Premier + SB + Accidental Damage Protection \$50 Excess• Targus 13" TANC 5.0 Case – 2016 Education Range• 3 Year Datacom Premium Onsite Support• Associated software packages• Internet access Device Serial Number : (To be recorded by College after supply of device)
Commencement Date	Date on which agreement is signed by both parties.
Term	Three (3) years from the Commencement Date or as otherwise determined by the College in accordance with clause 2.1 the terms and conditions attached to this Schedule.
Total Device Price	\$2,400.00 to be paid in three (3) equal yearly installments OR equal instalments for the period of enrolment if less than three (3) years. Installments will be included on school fees each year.

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

EXECUTED as an agreement

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

^ _____
Signature of Authorised Officer

^ Barry Keegan
Full Name of Authorised Officer

^ _____
Business Manager

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

^ _____
Signature of Parent/Guardian

^ _____
Signature of witness

^ _____
Name of witness (print)



Terms and conditions

Background

- A The College operates a Mobile Managed Learning System 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 Mobile Managed Learning System program and use the Device on the terms and conditions of this agreement.

Agreed terms

1 Licence to use the Device

- 1.1 The College grants to the Parent/Guardian a revocable, non-exclusive licence for the Student to use the Device while undertaking studies at the College for the term of this agreement (**Licence to use the Device**).
- 1.2 If required by the College, the Parent/Guardian must or must ensure that the Student, immediately make available the Device to the College, including for the purposes of the College:
 - (a) inspecting the Device
 - (b) repairing the Device; or
 - (c) reimaging the Device to update software and drivers.
- 1.3 The Parent/Guardian acknowledges and agrees that any damage to the replacement Device provided in the event of repair is the responsibility of the Parent/Guardian as per the agreement with Datacom Premium Support provided as part of the program cost.
- 1.5 The Parent / Guardian will assume financial responsibility for repair or replacement of the Device due to damage, loss or theft not covered by ADP or warranty conditions and this responsibility commences on receipt of the Device.

2 Period of use

- 2.1 This agreement commences on the Commencement Date and continues until the earlier of:
 - (a) full payment of the program amount as invoiced by the College; 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 payment of the invoiced amount or the date specified in that written notice or, if no date is specified, immediately.
- 2.3 On termination under clause 2.1 or 2.2 of this agreement, the Parent/Guardian must:
 - (a) if they have an outstanding warranty or ADP policy, organise all repairs as per Datacom policy;
 - (b) deliver (or will lose access to) to the College any of the College's other property in the care, custody or control of the Parent/Guardian or the Student, including any digital resources and software subject to any licensing conditions; and
 - (c) pay immediately any outstanding amount as per clause 5.1 of this agreement.

3 Conditions of use

- 3.1 The Parent/Guardian must, and must ensure that the Student:
 - (a) maintains the Device in good condition and working order;
 - (b) immediately notifies the College via the Datacom service technician if the Device is or becomes damaged, lost or stolen;
 - (c) if the Device is or becomes faulty, promptly notifies the College via the Datacom service technician to organise the repair of the Device in accordance with the insurance policy effected by Datacom;

- (d) complies with the College's computer systems and internet acceptable use policy and any other policies and procedures of the College at all times;
- (e) complies with the College in relation to the College's network and use of the Device including back up routines and virus checking; and
- (f) cooperates with the College, acts reasonably and follows the College's directions in connection with this agreement and use of the Device.

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 receipt or use of the Device;
- (b) open or permit any third party to open the Device case;
- (c) infringe the intellectual property rights or other rights of any third party;
- (d) grant or register any encumbrance or security interest over the Device; or
- (e) use the Device:
 - 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, discriminatory, bullying, or otherwise 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 Device at any time and take any further disciplinary action the College considers appropriate in its sole discretion, including if the College suspects that the Parent/Guardian is in breach of this agreement.

3.4 The Parent/Guardian is liable for, and indemnifies the College from and against all direct or consequential loss or damage (including legal costs on the indemnity basis) suffered or incurred by the College as a result of or in connection with any actual or alleged breach of this agreement by the Parent/Guardian or the Device being or becoming faulty, damaged, lost or stolen.

4 Passing of Risk and Title

- 4.1 Risk of damage to and loss of the Device passes to the Parent/Guardian when the College has given possession of the Device to the Student during the first week of the New School Year.
- 4.2 The title to the Device passes to the Parent/Guardian only if and when the Parent/Guardian has fully paid the Program Amount as per clause 5.1 of this agreement.
- 4.3 Until title passes to the Parent/Guardian, the Parent/Guardian: (a) is a bailee of the Device; (b) must ensure that the Student will not remove or change the manner in which the Device has been labelled by the College; and (c) must not sell, dispose or otherwise part with possession of the Device.

5 Program Amount and payment

- 5.1 In consideration of Licence to Use the Device under this agreement, the Parent/must pay:
(a) the Total Device Price as per the Schedule;

6 General

- 6.1 If more than one person appears as the Parent/Guardian in the Schedule, those persons are jointly and severally liable for all the Parent/Guardian's obligations set out in this Agreement.
6.2 This agreement will be governed by laws of Queensland and is subject to the jurisdiction of the Courts of Queensland.

7 Information Pack

- 7.1 The Parent/Guardian must ensure that the Student complies with:
(a) the Digital Communication Guidelines for Staff and Students;
(b) the Student Acceptable Use Of Technology Agreement; and

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- (c) the Student and Parent Device Procedures.

8 Definitions and interpretations

8.1 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 agreement to the disadvantage of the party preparing the ~~document on the basis that it put forward this document or any~~ part of it.