

# F5.06(SE) Device Agreement

## Document Revision Table

Version	Date	Comment
1.2	27/01/2015	Initial release for 2015 device roll-out.
1.3	31/07/2015	Amendment to section 9.2 – returned device to be inspected by ICT Officer to be accepted as final.
1.4	06/12/2016	Added clauses 1.1(h), 2.6 school definition, 6.3 Warranty, 7.2 Insurance, 8.4 peripherals, 8.7 theft, 8.10 events occurring on school property, Device Agreement acknowledgement
2.0	21/1/2021	Minor Common Style Guide edits. Version numbering normalized across site versions.

## 1. Introduction

### 1.1. This Device Agreement:

- a) Documents the terms and conditions on which the School's student digital device programme operates.
- b) Details the rights and responsibilities of parents, students and the School.
- c) Ensures that parents and students are aware of their responsibilities to care for the device.
- d) Sets the expectations of how digital devices and technologies will be used by students, both inside and outside of the School.
- e) Supports students to behave safely and responsibly online.
- f) Shall be read in conjunction with the Acceptable Use Agreement.
- g) Remains in force during the life of the device or replacement device, nominally for a three year period.
- h) The Agreement is terminated when a device is returned to the School upon completion of enrolment; at the end of the life-cycle of the device as defined by the School; or when the School requests return of the device, and it is returned.

### 1.2. Changes to this Device Agreement

- a) The School may change the terms and conditions of the Agreement. Changes will be limited to the detail of the scheme, and not the overall provision of the device.
- b) Changes to the Agreement will be communicated to caregivers with as much advance notice as possible.
- c) The School reserves the right to change the device to a different make or model of device, either during or at the end of the Agreement.

## 2. Terms used in this Agreement

- 2.1. *Agreement* refers to this Device Agreement.
- 2.2. *Caregiver* refers to the parent or significant person who signs this document, and who is normally responsible for the enrolment of the student.
- 2.3. *Device* means the digital device issued to the student, and can include an iPad, tablet, laptop, computer or other such portable digital device.
- 2.4. *Digital technologies* means ICT, and includes, but is not limited to, social media tools and learning environments, including: School and personally owned devices and hardware; email and instant messaging; Internet and Intranet; social networking sites; video and photo sharing websites; blogs and micro-blogs; forums, discussion boards and groups; wikis; vod and podcasts; video conferences and web conferences.
- 2.5. *ICT* means Information and Communications Technologies, and includes, but is not limited to, devices and other equipment used in conjunction with a device, Wi-Fi, online resources, software and apps, printers, whiteboard, digital and cloud storage.
- 2.6. *School* means Tyndale Christian School Inc. ABN 43 329 562 439

### **3. School ownership of devices**

- 3.1. The device programme is a School-funded programme. As such, the device remains the property of the School at all times.
- 3.2. This Agreement specifies the contractual basis of the loan of the device to the student.
- 3.3. It is expected that all devices for any given year level will be of the same specification to assist in management and curriculum development. The make and model of device may change from one year to the next, dependent on the technologies available.
- 3.4. No person other than the School may sell, or attempt to sell, hire, let, mortgage or otherwise part with or attempt to part with the computer, nor conceal or alter the device or make any addition or alteration to the device suffice that agreed to by the School, specifically in relation to application installations.
- 3.5. If there is a breach of any of the provisions of this Agreement, or of the Student Acceptable Use Policy by the student, the School may retake possession of the device, either temporarily or permanently.
- 3.6. A student will be entitled to only one device at a time.
- 3.7. The cost of the device, associated equipment, infrastructure, Wi-Fi, network, storage and Internet access, warranty, school approved software or apps, technical support is funded by the School and is paid for by parents through the normal all-inclusive school fees.
- 3.8. The caregiver(s) will need to sign this Agreement before the device is given to a student.
- 3.9. The device programme is based on a 3-year lifecycle for the technology.

### **4. Ownership**

- 4.1. The student is exclusively assigned the use of the device for the life of the device.
- 4.2. Each device registered in the School device database with a unique identifier against the students' ID.
- 4.3. Each device will be loaded (and reloaded from time to time) with a School approved software image configured for use on the School network. The image will contain operating system software, anti-virus software, standard application software or apps. Software installed by the School is copyright and must not be distributed or deleted without written permission from the School.
- 4.4. The School may need to take the device for short or long periods to perform maintenance on the device, or to inspect its condition, or for the purposes of duty of care to the student or to support actions of enforcement authorities (e.g. Police). The School will endeavour to provide advance notice wherever possible. However, situations may occur where immediate seizure of the device is required.
- 4.5. At the end of a student's enrolment or the life of the device, purchase of the device may be negotiated with the School.
- 4.6. If the student leaves School prior to end of the life of the device the device must be returned to the School.

## **5. Care of the device**

- 5.1. The device shall be cared for by the student in accordance with the Digital Device and Technologies Acceptable Use Agreement, signed by each student and caregiver.

## **6. Warranty**

- 6.1. The warranty covers manufacturer's defects and normal use of the device, and covers replacement of faulty components or replacement of the device in total. It does not cover damage, loss or breakage arising from accidental, reckless or intentional incidents described below. The School will arrange all warranty claims.
- 6.2. The manufacturer device warranty may become void if attempts are made to repair the device or change the hardware configuration of the device in any way.
- 6.3. If a device or peripheral is faulty, the fault shall be reported and the device delivered to the School as soon as possible, and technical support will be provided or arranged through the School's ICT Department.
- 6.4. If available, a "hot swap" replacement will be provided while the device is being repaired.

## **7. Insurance**

- 7.1. The School does not insure the device and peripherals. Insurance is not available to cover damage, loss or breakage.
- 7.2. Caregivers are encouraged to include the device on their home contents insurance cover, at caregiver cost, as a means of lessening the financial impact of any loss, theft or damage, if this is acceptable to their insurer.

## **8. Damage or loss**

- 8.1. The School's loss, breakage and damage policy is aimed at promoting care and responsibility for the device by each student and their caregivers. This policy recognises that the School is providing the device and requires support from each student and their caregivers to protect this investment.
- 8.2. For the purposes of this policy, 'reckless' also means careless, and are actions which any reasonable person would consider may in all likelihood could lead to loss or damage to the device. Examples of reckless or careless acts are:
  - a) Rough handling of the device e.g. Throwing the device down
  - b) Placing heavy objects on top of the device, or closing the device with objects inside
  - c) Transporting or moving the device without the protective cover/bag supplied by the school
  - d) Leaving the device in a public place or in a manner which is likely to draw attention to it, or unsecured
  - e) Leaving or using the device out in the weather e.g. rain
  - f) Not operating or charging the device according to manufacturer's instruction

- 8.3. 'Accidental' or 'accident' means a non-deliberate act or omission which has caused loss or damage, but the actions which gave rise to this were unintended and difficult to foresee or predict. Examples of accidental acts are:
- a) Accidentally dropping or bumping the device while it is in its school supplied protective cover/bag
  - b) Damage or loss caused by another person where the identity of that person is unknown or cannot be reasonably established.
- 8.4. Any problems with or using the device or a peripheral, including design faults or warranty repairs, must be reported immediately to the School by the student and/or caregiver.
- 8.5. Regarding any vandalism, loss or damage, a written statement must be signed by the caregiver and provided to the School.
- 8.6. If a device is lost or found, it must be reported and/or returned immediately to the Student Services office of the nearest School.
- 8.7. In the case of suspected theft, a police report must be made by the caregiver and a copy of the report provided to the School, along with details of the theft. Caregivers will be liable for the replacement of the device and are encouraged to include the device on their appropriate insurance cover.
- 8.8. For any loss, breakage, damage or maltreatment that renders the device, peripheral or other property associated with the device (e.g. bag, mouse, cable, software settings) no longer functional as per its original specification, whether deliberate, accidental or reckless, and whether by the student or someone else, the caregiver is liable for the costs of repairing or replacement of the damaged device, and will be subject to a co-payment by parents/caregivers (defined below), depending on the nature and extent of the damage or loss.
- 8.9. The co-payment to be billed to the parent/caregiver or other person will be as follows:
- a) For accidental damage or loss - \$100.00 or the cost of repair or replacement, whichever is the lesser amount.
  - b) For reckless or careless damage or loss - the cost of repair or replacement
  - c) For deliberate damage or loss - the cost of repair or replacement
- 8.10. Students are responsible for ensuring that a device remains in their care at all times. The School will only charge another person for repairs or replacement where it has been able to identify the person responsible, after undertaking reasonable efforts, at the discretion of the School. In instances of theft or wilful damage by another person, the cost to the parent/caregiver of the student allocated the device will depend on the circumstances of the loss or damage. For example, if the loss or damage by another person was able to be done because the device was left unsecured or access was provided to the other student, then the loss or damage was caused by a reckless act or omission of the student allocated the device. In all cases of loss or damage caused by another person, the School shall use reasonable endeavours to identify the culprit(s) and bill their parents or person for the cost of loss or damages that they have caused or contributed to. While this policy might seem unreasonable to some, the School is trying to promote behaviours amongst students to take care of their allocated device as though it were their own.

- 8.11. In the case of loss of device, the cost will be the cost of replacement of the device. In the case of damage, whether that be physical or otherwise, the cost will be the cost of repair or replacement, whichever is the least expensive, taking into account the time and effort of the School. The cost of repair or replacement may also include a reasonable charge for the administrative effort involved in organising the repair or replacement.
- 8.12. All repairs to the device will be coordinated by the School. Under no circumstances are repairs to be performed or arranged by a student, parent/caregiver or any other person or company not authorised by the School.
- 8.13. If a device is damaged or lost, the School will determine whether replacement is appropriate and/or whether the student retains access to a device for home use.
- 8.14. Replacement of the device may be with either a new or second-hand device, of the same or different model. All replacements will be coordinated by the School.
- 8.15. If available, a "hot swap" replacement will be provided while the device is being repaired or replaced, at an additional cost of the greater of \$2 per day or \$20.

## **9. Return of the device**

- 9.1. The device will need to be returned to the School at the end of the device's 3-year lifecycle; at the time of the conclusion of the student's enrolment at the School; or at any other time as requested by the School.
- 9.2. The device must be returned in the original operating condition, and good physical condition, accepting reasonable wear and tear (as assessed by an officer of the School) and with all personal identifications removed. If the device is not returned in this condition, an additional fee may apply. The device condition will not be final until a review has been performed by an authorised ICT officer of the School.

## **10. Contravention of this policy**

- 10.1. Where there is contravention of this policy, or suspected contravention, the School may:
  - a) Re-image the device
  - b) Seize the device, either temporarily or permanently
  - c) Restrict access to the device, either at School or away from School
  - d) Other behaviour management sanctions as determined by the relevant School officer
  - e) In cases of illegal or suspected illegal conduct, the School may hand the device to the SA Police or other relevant authorities.