



NOTRE DAME COLLEGE

TERMS AND CONDITIONS FOR STUDENT USE OF COLLEGE OWNED NOTEBOOKS

Students of Notre Dame College will be **loaned** a notebook computer by the College to facilitate the use of Information and Communication Technologies (ICT) to enhance their learning.

The loan of the notebook computer to the student by Notre Dame College is subject to

- the terms and conditions set out in this document (including Appendix 1)
- agreement and acceptance of the College's *Student Information Communication and Technologies (ICT) Systems Acceptable Use Policy and Procedure*
- attendance at a Student and Parent/Guardian Information Session on the Student Notebook Programme
- payment of a \$150 security deposit.

1. Ownership

- The College owns the notebook and loans it to the student. The notebook remains the property of the College at all times throughout the loan period. Neither the student's nor the student's parents/guardians shall have any ownership rights or title over the notebook. The student and/or parents/guardians shall not at any time loan, assign, give away, dispose of, encumber or otherwise do anything to infringe on the College's ownership of the notebook.

2. Security Deposit

- Parents/Guardians are required to pay a \$150 'security deposit' to the College prior to the student receiving the notebook. The security deposit will be returned to the parent/guardian when the student completes Year 12 or when the student exits the College, whichever occurs first. The refund will be in the form of a fee account credit where an account exists. This is conditional on the notebook, carrybag and power adapter being returned to the College prior to the student's departure in good, clean and graffiti-free condition. Should the notebook and accessories not be returned in the required condition the cost of repair will be the responsibility of the parent/guardian. The cost of a replacement notebook will typically be between \$300 - \$1000. Repairs in excess of the security deposit will be billed to parents/guardians.

3. College Policies

- The use of the notebook computer and associated Information and Communication Technologies at the College or for College purposes is to be used in accordance with:
 - The College's *Student Information Communication and Technologies (ICT) Systems Acceptable Use Policy and Procedure* (see Document 2)
 - The College's rules, policies and procedures.

4. Material on the Notebook

- When using the notebook computer, the student is required to ensure that material stored (on the notebook's hard drive(s) or external storage devices (e.g. USB), used or accessed regardless of whether or not it is connected to the College networks is:
 - Appropriate for use in a Catholic school;

- Legal;
- In accordance with the Notre Dame College *Student Information Communication and Technologies (ICT) Systems Acceptable Use Policy and Procedures*.

5. Software on the Notebook

- The College has the sole right to determine what software is placed on a College owned notebook computer. Each notebook has been preloaded with College authorised software prior to its distribution to students. From time to time the College will authorise additions and/or the deletion of software on student notebooks.
- The student and/or parent/guardian is not to add/alter or delete software programmes unless authorised to do so by the Notebook Service Centre. This includes the installation of all forms of computer games.
- If a student notebook has to be reconfigured due to unauthorised programmes being installed or any other unauthorised alterations on the notebook the College will:
 - Charge a \$20 service fee to the student/parent/guardian for the reconfiguring of the notebook
 - Not be responsible for any loss of information etc that may arise from the reconfiguring
 - Initiate disciplinary procedures for the student in accordance with the College's Student Welfare and Discipline Procedures.

6. Standard Operating Environment (SOE)

- Details pertaining to the SOE of the notebook are provided in the *Student Information, Communication and Technologies (ICT) Systems Acceptable Use Policy and Procedure* (see Document 2).
- Students and parents/guardians are only permitted to alter the SOE of the notebook in accordance with the provisions of this document.
- A service fee of \$20 will be charged to the student/parent/guardian if the SOE is tampered with or altered outside of the terms set out and reconfiguration by the Notebook Service Centre is required.

7. Usage

- The purpose of the notebook computer is to enhance and support student learning. Therefore students are required to:
 - Bring the notebook to school each day with the battery fully charged
 - Bring the notebook to each class (unless directed by the class teacher not to)
 - Use the notebook computer as directed by the teacher
 - Ensure the notebook is stored inside the notebook carrybag when carried
 - Store the notebook in their **locked** locker when the notebook is not being used
 - Ensure the notebook is in its carrybag and is carried in the students schoolbag or backpack when transported to and from school.

8. Training and Information Sessions

- The student is required to attend all training and information sessions on the Notebook Computer Programme as directed by the College.

9. Recharging the Notebook Battery

- Students are required to fully recharge the notebook battery each night prior to a school day.
- Notebook power adaptors are not to be brought to the College and must not be carried in the notebook carrybag (they may cause damage to the notebook which is not covered under warranty).
- Facilities for recharging student notebook batteries will not be provided by the College.

10. Repairs

- All repairs shall be arranged through the College Notebook Service Centre.
- The student and parent/guardian agree that the component (notebook, bag or power supply) will be taken directly to the College Notebook Service Centre in the event that it is not operating correctly, if any part of it is broken or if it sustains any damage.

11. Payment for Repairs

Warranty Repairs.

- The warranty period for the student notebook computer is three years, with the battery having a one year warranty period.
- Any attempts to repair the notebook or component by the student and/or the student's parents/guardians or by any unauthorised service provider will void the warranty and students and parents/guardians will be liable for the cost of repair.

Repairs Not Covered by Warranty.

- In order to keep notebook costs down the College has elected not to insure the notebook computers loaned to students. The cost of any repairs required which are not covered by warranty will be borne by the student/parent/guardian (this includes damage to the bag or other peripheral devices supplied with the notebook). If the College decides the notebook is beyond repair, the cost of replacing the device will be borne by the student/parent/guardian, the replacement cost will typically be between \$300 - \$1000. A replacement device will be selected from the college's fleet.
- Any attempts to repair the notebook by the student/parent/guardian or by any unauthorised service provider will contravene the *Terms and Conditions for Student Use of the College Owned Notebook*.

12. Care and Security

- The student and parent/guardian will at all times abide by the *Student Notebook Care and Security Document* (see Appendix 1).
- In particular the student and parent/guardian agree that the notebook will not be lent to others, placed in an unlocked locker, left visible in a vehicle whether locked or unlocked or in unlocked premises.
- Key tags, bar codes and labels, etc attached to the notebook and carrybag are not to be removed. If any of these items are lost or damaged please take the notebook to the Notebook Service Centre immediately and inform the staff.
- The student and parent/guardian shall advise the College Finance Manager immediately if the notebook is lost or stolen.

a) Theft of Notebook

All thefts of notebooks must be reported to the police and a police report obtained and provided to the Finance Manager immediately.

- Where the student/parent/guardian report the theft to the police and provide the College with the police report the student/parent/guardian will incur a between \$300 - \$1000 replacement fee (unless the circumstances of the theft contravene the agreement regarding the security of the notebook as set out in the documentation – in this case the student/parent/guardian will be liable for the replacement cost of the notebook); or
- Where the student/parent/guardian fail to report the theft to the police or fail to provide the College with the police report they will be required to pay the full costs of replacement of the notebook to the College.
- A replacement device will be selected from the College's fleet.

b) Loss of a Notebook

Where a student loses the notebook computer, bag or power supply the student and parent/guardian will:

- in the first instance of loss, at the discretion of the Principal based on the circumstances of the loss incur a notebook replacement fee between \$300 - \$1000 or such higher amount up to the full cost of replacement as befits the circumstances; or
- for each subsequent loss, the full cost of replacement.
- When a replacement device is given for a loss it will be selected from the college's fleet.

c) Negligent, Irresponsible or Wilful Damage to a Notebook

- Should damage to a notebook, bag or power supply occur as a result of negligent, irresponsible or wilful behaviour the student responsible will be subject to the College's Student Welfare and Discipline Procedures
- The student and parent/guardian will also be liable for the full cost of repairs or replacement cost of the notebook, bag or power supply.

d) Accidental Damage

- The student and parent/guardian will be liable for the full cost of repairs or replacement cost of the notebook computer, bag or power supply arising from any accidental damage.

13. Maintenance

- The student and parent/guardian will return the notebook to the Notebook Service Centre for maintenance at the request of the College.

14. Return of Notebook

- The notebook, its power adaptor and its carry bag are to be returned to the Notebook Service Centre in good, clean and graffiti-free condition:
 - When the agreement expires or is terminated
 - At least three days prior to the student's last day at the College
 - At anytime at the request of the Notebook Service Centre, the Deputy Principal or Principal.
 - If the notebook computer is not returned to the College or is returned to the College damaged, the student/parent/guardian agree to pay the cost of replacement or repair of the notebook as determined by the College. Typical additional costs for a notebook non-return are \$1000 if notebook is less than 1 year old. \$700 for

notebook between 1-2 years of age and \$300 for any older device. These figures should be considered a guide as costs will be considered based on Individual cases and repeat offences which may result in a higher cost.

15. Notebook Lifecycle

- When at Notre Dame College students will receive a notebook in Year 7. This notebook will be retained until the end of Year 10 (3 years). Students will then be issued with another notebook for the remaining three years until the end of Year 12. Provision of a notebook is subject to all conditions of this agreement being met.

(NB: should a student exit the College at any time the notebook and all associated devices must be in good, clean and graffiti-free condition.)

16. Backup of Data

- Students are responsible for ensuring data stored on the notebook is backed up at least weekly to an external device such as a USB memory stick.
- The loss of unbacked up data is not an acceptable reason for failure to complete and/or submit work by due dates as required by teachers at the College.
- Prior to leaving the notebook at the Notebook Service Centre the student is required to ensure that all data has been backed up.
- Notre Dame College does not back up content uploaded to Google Apps for Education, Office 365 or other cloud services. Students are responsible for ensuring their data is safe regardless of if it is stored locally in the computer or on the cloud.

17. College not Liable

- The College is not liable for any loss or damage resulting from use of the notebook computer.
- The College is not liable for, and does not warrant, the security of any data stored on the notebook or attached devices, including during servicing or maintenance.

18. Terms of the Agreement

- 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 student and parents/guardians via the College Newsletter and/or the College website.
- The College reserves the right to terminate the agreement at any time.