



STUDENT MACBOOK PROGRAM AGREEMENT

MIDDLE & SENIOR SCHOOLS

LAST UPDATED: 1 July 2016

Student Name:

Year Level and Class:

THIS AGREEMENT made the **PARTIES BETWEEN GLASSHOUSE CHRISTIAN COLLEGE (ABN 33 071 318 351)**

AND the parents/caregivers/student declared at the end of this Agreement.

I. BACKGROUND

- 1.1. The Glasshouse Christian College MacBook Program is an integral component of education at the College.
- 1.2. All students who are enrolled at the College will access the MacBook Program.
- 1.3. The Agreement sets out on what basis and under what terms and conditions access to the MacBook Program will be provided to your child, the Student.

2. DEFINITIONS

- 2.1. In this Agreement unless the contrary intention appears:
 - 2.1.1. **“MacBook”** means the computer/laptop, battery charger and any other device provided by the College to you.
 - 2.1.2. **“Glasshouse Christian College MacBook Program”** means the student laptop program for the College. **“GCC Parent/Student MacBook Manual”** means the GCC MacBook Program Student Handbook issued by the College as updated from time to time.
 - 2.1.3. **“Services”** means the services provided by the College to you.
 - 2.1.4. **“Software”** means the software loaded on the MacBook by the College from time to time including the pre-loaded software items. **“Student”** means the student detailed above.

3. GENERAL

- 3.1. The College gives the Student the means of access to the MacBook Program, being the supply of the MacBook and the Services to You for use by the Student in accordance with the terms of this Agreement.
- 3.2. The components of the MacBook and the Services provided to the Student under this Agreement are set out in Schedule A.
- 3.3. Ownership and control of the MacBook remains with the College at all times.
- 3.4. You will be required to reimburse the College the cost of repairing or replacing the MacBook in circumstances that are outside the warranty conditions.
- 3.5. You acknowledge that the Software is licensed to the College and not to You.
- 3.6. The College reserves the right at all times to:
 - 3.6.1. decide who uses the MacBook and the use to which the MacBook is put; and

3.6.2. recall the MacBook for any reason (including upgrading software, inspecting it to check its operational performance and Software, and ensuring that the MacBook is being used only as provided under this Agreement).

4. YOUR OBLIGATIONS

- 4.1. You will ensure that the Student will comply with the terms of this Agreement and the Glasshouse Christian College MacBook Program Student Handbook and the College's Technology Usage Guidelines contained in the Student Handbook (as updated from time to time). You will be responsible for any failure of the Student to comply with the terms of this Agreement.
- 4.2. The MacBook and the Services must only be used for the educational purposes required to enable the Student to undertake the courses in which the Student is enrolled at the College in accordance with this Agreement.
- 4.3. You must ensure that the MacBook is kept in good working order and is not defaced, damaged or lost.
- 4.4. You must not allow any repair, service or other work to be carried out on the MacBook otherwise than as authorised and/or arranged by the College
- 4.5. You must ensure that:
 - 4.5.1. The Software is not copied, deleted or transferred, for any reason at all, without the College's approval
 - 4.5.2. No illegal or illicit material or electronic data is stored or otherwise loaded on to the MacBook.
 - 4.5.3. The hardware case of the MacBook is not opened, and no additional hardware is installed in the MacBook, without the College's written consent.
- 4.6. You will, and You will ensure that the Student will, take all steps that are reasonably necessary to prevent a virus from infecting the MacBook (such steps include monitoring any data that is downloaded from the Internet, or virus checking any disks loaded into the MacBook).
- 4.7. In the event the Software is faulty, the College will reload the Software necessary to enable the student to have access to the Glasshouse Christian College MacBook Program at no cost to You.
- 4.8. You are responsible to back-up all data on the MacBook. The College is not responsible for the loss of any data on the MacBook at any time.
- 4.9. You indemnify the College in respect of any claims, losses, injury and damage arising from the use of the MacBook and the Services regardless of what, who, why, when or how that claim, loss, injury or damage to the MacBook was caused, to be determined at the College's absolute discretion.

5. REPAIRS, MAINTENANCE

- 5.1. You must immediately return the MacBook to the IT department if the Laptop is damaged or faulty.
- 5.2. Where the required repair work is covered by the Warranty, there will be no cost to you for the repair work

6. REPAIRS, DAMAGE

- 6.1. You must immediately inform the College if the MacBook is lost, stolen or damaged. Where the MacBook is stolen, lost or damaged all relevant circumstances and other information required by the Insurer must be reported by you to the College. If required by the College You must notify the Police of the incident and provide the College with the report prepared by the Police recording the incident. "The IT Department/Help Desk" will advise you of what action is required.
- 6.2. Only the College may authorise and/or arrange repairs. On occasion the machine may be damaged but not sufficiently impaired to warrant repairing. Whether the damage is accidental or intentional will also be determined by the College at its absolute discretion.
 - 6.2.1. **For accidental damage:** You will have to meet the College's costs in repairing or replacing the MacBook up to a maximum of \$350, the amount to be determined at the College's absolute discretion.
 - 6.2.2. **For intentional damage:** We will notify you of the estimated cost of the repair work or replacement and will then arrange for the MacBook to be repaired or replaced at our discretion, and where appropriate. You will be charged the repair cost (parts and labour) or replacement cost as a separate charge to your fees. This cost will need to be paid in full prior a new machine being made available.

7. THEFT

- 7.1. It is your responsibility to ensure the security of the MacBook.
- 7.2. If the MacBook is stolen off College grounds it is your responsibility to;
 - 7.2.1. Contact the police and file a report immediately after you have become aware of the theft
 - 7.2.2. Inform the IT department of the theft as soon as is possible and provide the IT department with the police report number and the name of the officer who took your statement.
 - 7.2.3. If these details are provided the replacement cost of 350 dollars will usually be charged
 - 7.2.4. If these details are not provided the full fair market value of the MacBook may be charged
- 7.3. If the theft has occurred on College grounds the theft must be reported to the Secondary Admin as soon as possible after the theft has been realised

8. TECHNICAL ASSISTANCE

- 8.1. Technical assistance and assistance for repairs, loss and damage is available through "The IT Department/Help Desk" from 8:00am to 3:00pm on School days.
- 8.2. The Student must notify "The IT Department/Help Desk" of any problem or enquiry by completing and forwarding the forms provided which are available at "The IT Department/Help Desk" or online.

9. REPLACEMENT LAPTOP

- 9.1. Where the Laptop or a component of the MacBook is unavailable for use by the Student, (e.g. where it is being held for repair), subject to availability the College may issue the Student with a replacement MacBook.
- 9.2. You will have the same responsibilities for the replacement MacBook that You have for the MacBook issued to you under this Agreement.

10. TERMINATION

10.1. This agreement terminates at the earlier of:

10.1.1. receiving a request from the College to return the MacBook; or

10.1.2. at the end of the Student's enrolment and prior to the Student leaving the College,

10.2. You must return the MacBook to the College.

10.3. You must ensure the MacBook is in good condition and working order when it is returned to the College or you will be responsible for the replacement costs

10.4. On Termination of this Agreement, all Software and access to the Services will be removed from the MacBook by the College.

RESPONSIBILITY OF PARENTS

Where under this Agreement there is more than one parent/caregiver, You are each jointly and severally liable under this Agreement.

I/we agree to abide by the conditions as set out in the above agreement:

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|---|--|
| Parent/Caregiver 1 Name (please print) | |
| Parent/Caregiver 1 Signature | |
| Parent/Caregiver 2 Name (please print) | |
| Parent/Caregiver 2 Signature | |
| Student Name & Year Level/Class (please print) | |
| Student Signature | |
| Date: | |