



## STUDENT LAPTOP COMPUTER PROGRAM AGREEMENT

THIS AGREEMENT is made

BETWEEN **ORMISTON COLLEGE LIMITED ABN 96 010 613 135** (The College)

AND Student Full Name: \_\_\_\_\_ (The Student)  
(please print clearly)

Parent/Guardian Full Name: \_\_\_\_\_ (The Parent)  
(please print clearly)

Parent/Guardian Full Name: \_\_\_\_\_ (The Parent)  
(please print clearly)

### INTERPRETATION

The term 'Laptop' refers to the Laptop device itself and all accessories and documentation that accompanies the laptop. This includes but is not limited to the power adapter and the protective bag.

The term 'Software' refers to any content that is pre-loaded or loaded onto the laptop by the college or its associated vendors. This does not include content loaded onto the laptop by the Student.

### Background

- You as the Parent have a child, (the Student) attending the College.
- The College relies on laptop computers to deliver many of our educational programs to students.
- This agreement sets out the basis on which the Student will be permitted to have access to a laptop computer provided by the College and to use software specified by the College, in order to undertake educational studies at Ormiston College.

### AGREEMENT

#### General

1. We give the Student a limited right of access to a laptop through the supply of the Laptop to the Parent for the use by the Student in accordance with this agreement, while the student is at the College.

#### Control and Ownership of the laptop

2. The Student's access to the Laptop is not an exclusive right. We, at all times, reserve the right to:
  - a) Decide who uses the Laptop and the use to which the Laptop is put
  - b) Recall the Laptop for any reason (including the upgrade of software, to perform maintenance, and to ensure Laptop is being used for its proper use in compliance with this agreement)
3. Ownership and control of the Laptop will always remain with the College, even though the Student has possession of the Laptop at the College or elsewhere. Nothing in this agreement, nor the delivery of the Laptop by the College, constitutes a transfer of ownership of the Laptop to the Student or the Parent, or an agreement to transfer ownership, or imposes an obligation for, or confers a right to, transfer of ownership of the Laptop.

#### Obligations of the Parent and the Student

4. Both the Student and Parent must ensure that the Laptop is kept in good working order and appearance. It must not be defaced, damaged or lost.
5. The student is only permitted to have and use the Laptop at the College, at the Student's home and at such other places as the College specifically approves.
6. Whilst at the College, the Student is solely responsible for the Laptop and:
  - a) must be with the laptop at all times except for when the Laptop is stored within the Student's secured locker or is officially left with the College's ICT Services Department
  - b) The laptop cannot be left alone with other students, members of the College staff (except officially at the College's ICT Services Department), or any other member of the college community or general public except in the case of medical emergency

7. Software that is pre-loaded or loaded onto the laptop by the College or vendors of the College is licensed to the College. Both the Parent and the Student must ensure software is not copied, deleted or transferred off the Laptop for any reasons at all.
8. The Student must use the Laptop in compliance with the Ormiston College Online Code of Conduct.
9. No illegal or illicit material (electronically or physically) is loaded, stored, affixed or processed by the college laptop.
10. The Laptop is only used for educational purposes of the Student.
11. The student must make sure the Laptop is not disassembled, reengineered and hardware is not modified in anyway.
12. The Student must take all steps that are reasonable to prevent a virus from infecting the Laptop. (Such steps may include: monitoring data that is downloaded from the internet, virus checking any USB or other data content that is loaded onto the Laptop).

### Laptop Problems and Liability

13. The Student must report to the College's ICT Services Department immediately in the event that the Laptop is lost, stolen or damaged.
14. The Student and The Parent must exclusively use the College's ICT Services Department for all technical issues that result from the use of the Laptop.
15. In the case of a software fault or error, the student should return the laptop to the College's ICT Services.
16. The Student is responsible for all data and content that they have loaded onto the laptop. It is the student's responsibility to have regular backups and to have a backup before submitting the Laptop to the College's ICT Services Department. The College is not liable for any loss of data.
17. The College reserves the right to erase all data and software off the laptop without notice.
18. The Parent is Liable for all damage to the laptop.
19. The Parent may be charged, to repair or replace the Laptop (including theft), full or partial costs associated with the repair or replacement including but not limited to: insurance excess, damage that is not covered under the standard manufacturer's warranty or labour within the College's ICT Services department.

### Return

20. The Parent or Student must return the Laptop in good condition and working order prior to the Student leaving the College at the end of their education.
21. The College reserves the right to request the return of the laptop at any point in time without reason.

### This Agreement

22. Terms in this agreement are subject to change without notice. The latest version of this agreement is available on our website.

#### THE STUDENT

I acknowledge the Laptop is provided to me for educational purposes and agree to be bound by the terms of this agreement:

Signed:		Date:	
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#### THE PARENT

I agree to take full responsibility for the Laptop as per the terms of this agreement:

Signed:		Date:	
Signed:		Date:	