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2019 DEVICE Hardship Loan Plan

Participant's agreement

Southport State High Independent Public School

January 2019



Queensland Government



2019 “DEVICE” Hardship Loan Plan - Terms and conditions

1. Principles

- 1.1 In accordance with the *Education (General Provisions) Act 2006*, the cost of providing instruction, administration and facilities for education of students enrolled at State schools who are Australian citizens or permanent residents, or children of Australian citizens or permanent residents, is met by the State.
- 1.2 The School operates a DEVICE Loan Plan that enables a Parent/Guardian to enter into an agreement with the School and provides for the use by the student of a DEVICE for a specified participation fee.
- 1.3 The word DEVICE here after refers to either an iPad or Laptop with respect in 4.1.

2. Benefits of the scheme

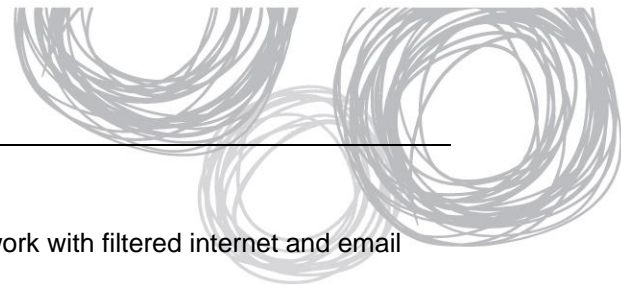
- 2.1 The purpose of the scheme is to provide the Parent/Guardian with a **cost effective alternative** to purchasing a DEVICE. The scheme provides access to a DEVICE with accidental damage cover and on-site support. Such provision is an education service that is not met by the State under s.50 (2) of the *Education General Provisions Act 2006*.
- 2.2 The scheme provides students with a DEVICE that can be connected to the Departmental network and saves the Parent/Guardian time and money in sourcing the prescribed DEVICE, insurance and other services such as on-site management or replacement and maintenance.
- 2.3 The DEVICE Loan Plan is not used to raise funds for other purposes, and revenue collected through the scheme is applied only to the operation of the scheme.

3. Parties involved

- 3.1 This Agreement is between the State of Queensland acting through the Department of Education and Training in particular via Southport State High Independent Public School (hereafter called “the School”) and the Parent/Guardian named herein in relation to provision of the DEVICE to the Student named herein.
- 3.2 Upon signing this agreement and paying the participation fee, the Student will be accepted into the DEVICE LOAN PLAN for the term of the agreement.
- 3.3 In exchange for the Parent/Guardian complying with this Agreement, the Plan provides the Student with a DEVICE for educational use at school and home.
- 3.4 The equipment is provided to the Student and remains the property of the School.
- 3.5 This Agreement outlines the roles and responsibilities, and the terms and conditions which bind the parties during the term of the provision of the DEVICE.

4. Equipment provided

- 4.1 The equipment provided under this Agreement consists of a **DEVICE, charger, cable, accidental insurance and a protective case**. The supplied DEVICE will consist of
 - iPad for years 7-9
 - Laptop for years 10-12.



4.2 Each DEVICE includes:

- Ability to connect to the Education Queensland Network with filtered internet and email
- Provision for home and school use
- Accidental insurance cover

4.3 At the latter of either the end of the provision period, or when the Student ceases to be enrolled at the School, the DEVICE must be returned to the school.

5. Rights and obligations

5.1 The Student and Parent/Guardian must comply with this Agreement and the School's Technology Agreement at all times.

5.2 Students will be responsible for the DEVICE at all times.

5.3 The Parent/Guardian must ensure that the DEVICE is not used for any purpose that would contravene the School's Technology Agreement.

5.4 Students must not "personalise" their DEVICE in any way by using felt pens, stickers or other marks. DEVICES will be identified as belonging to a particular student in a manner determined by the school. Such identification is not to be tampered with.

6. Period of participation

6.1 The School agrees to provide the DEVICE to the Student/Carer after all parties sign this Agreement and the provision continues until the end of the agreement.

6.2 The provision may be ended earlier, at the School's absolute discretion, if:

- The Student is no longer enrolled with the School;
- The Student is excluded from the School. Note: The DEVICE may be retained by the school during any period of suspension.
- If, in the opinion of the School, the Student is not meeting the School's behaviour and educational requirements, including excess absenteeism, without appropriate justification;
- The Parent/Guardian or Student fails to comply with this Agreement or the School's Technology Agreement.

7. Ownership of DEVICE

7.1 This Agreement does not give the student ownership of the DEVICE. The school retains ownership of the DEVICE.

8. Status of DEVICE

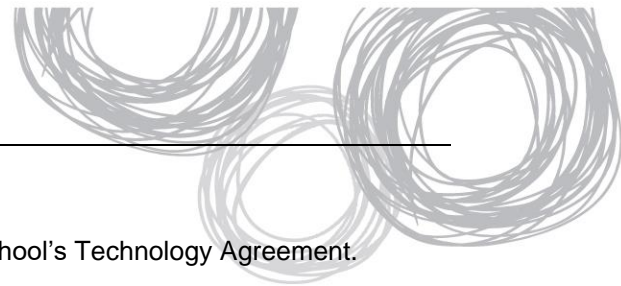
8.1 The DEVICE being provided to the Student is reconditioned

8.2 The School may demand the return of the DEVICE for operational reasons, for example, to upgrade software, to inspect or correct operational performance, if there is suspected misuse of the DEVICE or to verify that it is being used in accordance with this Agreement and the School's Technology Agreement.

9. Fee for provision of DEVICE

9.1 If the Parent/Guardian and Student opt to participate, DEVICE Hardship Loan Plan fee will be due and payable by the Parent/Guardian. This is \$200 and can be set up in a part-payment plan. The minimum deposit of which is \$40.

9.2 In the event of loss or damage to, or caused by, the DEVICE, see Clause 14.



10. Connection to the internet

- 10.1 At school, connection to the internet is governed by the School's Technology Agreement.
- 10.2 If Internet access at home occurs through private internet providers and is unfiltered, it is the Parent/Guardian's responsibility to monitor student Internet usage.

11. Software and backing up content

- 11.1 Students have the right to install additional apps onto their DEVICE in accordance with the Technology Agreement. The student must have legally purchased any app installed, except for free apps, and the app must be appropriate for installation on a school owned DEVICE.
- 11.2 Should the DEVICE require repair it may need to be returned to its originally issued factory default state.
- 11.3 The school is not responsible for restoring any apps, music, pictures or other data which may have been installed by the student. Students are responsible for backing up any work or installed apps and other content on the DEVICE. Visit our website for help with back-ups.

12. Virus protection

- 12.1 Viruses, malware and malicious code have the potential to severely damage and disrupt operations within the School and the Department's networks. It can also be costly to restore the network, infected hardware or software to its previous state and operability. Viruses etc. can enter DEVICES through:
- Loading apps obtained by any other means than through the official App Stores;
 - Jail-breaking the DEVICE or otherwise tampering with the official operation system.
- 12.2 The Parent/Guardian must take reasonable steps to prevent malware or malicious code from infecting the DEVICE by ensuring the DEVICE is kept up to date with the latest Operating system release and that the DEVICE is not compromised in any way by software not sanctioned by the School.

13. Repair and maintenance

- 13.1 The Parent/Guardian or Student must immediately return the DEVICE to the School if they suspect it is faulty and not arrange or allow any external repair or maintenance work to be carried out on the DEVICE without prior written consent of the School.
- 13.2 Should the DEVICE require repair or maintenance, a replacement DEVICE may be made available while the original DEVICE is being repaired, subject to available stock.

14. Loss or damage

- 14.1 The DEVICE provided for Student use by the scheme shall be kept in good condition by the student. The IT Service Centre shall be notified immediately of the loss or damage to any item.
- 14.2 For short-term loan's approved with waived loan fee by school administrator(s), parents/guardians are liable for insurance claims for the entire value of the device.
- 14.3 For iPad 2 model loan device's the insurance plan is comprehensive and covers almost all incidents however there is a \$200 excess applicable to all claims. For iPad 5 models, the entire replacement cost of the device will be due. Additional details about the incident must be provided on the appropriate claim form when you submit the claim.

DEVICE Loan Plan Participant's Agreement

- 14.4 The Parent/Guardian must use their best endeavours to ensure that the DEVICE is kept in good condition, and that it is not damaged, lost or stolen. It is the obligation of the Parent/Guardian and Student to ensure the DEVICE is kept safe when taken off the School's site.
- 14.5 If the DEVICE is stolen, the Parent/Guardian must report this to the police as soon as possible. The Parent/Guardian must record the Crime Number, police station name and the name of the investigating officer, and provide these details to the school.

15. Consequences

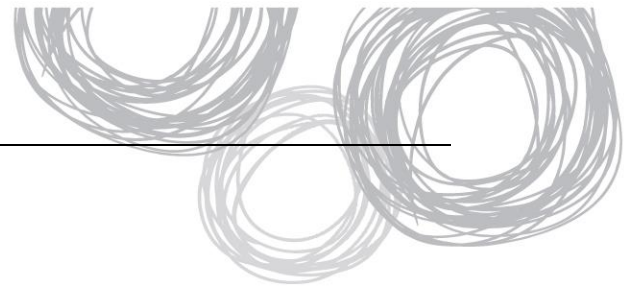
- 15.1 All DEVICES provided by the program remain the property of the Department and shall be returned at the end of the education program or when the student leaves the school, whichever is the earlier.
- 15.2 Where an item is not returned, the Parent/Guardian will be responsible for payment to the scheme of any costs incurred to replace the item.
- 15.3 Failure to comply with this Agreement may result in the School ending the Agreement including automatic loss of the DEVICE and/or suspension of use for a period of time.

For more information about the DEVICE Hardship Loan Plan contact:

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Southport State High

INDEPENDENT PUBLIC SCHOOL

DEVICE Hardship Loan Plan Participation Agreement

I acknowledge my responsibility to use the DEVICE in accordance with this agreement and the School's Technology Agreement and understand the consequences should I fail to abide by any of these rules.

(If known)

Student Name: _____ Roll Mark: _____

Date: ____/____/____ Signature: _____

Witnessed by Parent/Guardian:

By completing and signing this agreement the Parent / Guardian is acknowledging they understand and accept and are bound by the Terms and Conditions of this agreement.

Parent / Guardian Name: _____

Date: ____/____/____ Signature: _____

School Principal (or Delegate), on behalf of Southport State High Independent Public School:

Name: _____ Position: _____

Date: ____/____/____ Signature: _____

Payment Information

Date	Receipt Number