



Terms and Conditions for Participating in the MacBook Program

Please note: The ICT Device for all students is an Apple MacBook Air laptop ('MacBook'). All references to MacBook refers to all of the hardware, software and ancillary equipment issued to the student at commencement of the program.

1. Parties To Whom These Terms And Conditions Apply

These terms and conditions apply to the student intended to be issued with a College MacBook and his/her parents or guardians. A College MacBook will not be issued to the student until these terms and conditions have been accepted by both the student and his parents/guardians.

2. Ownership

The College supplies a MacBook to each student for exclusive use during enrolment in Years 7 to 9. The MacBook always remains the property of the College throughout this period. Neither the student or his/her parents/guardians shall have any ownership rights or title in the MacBook during this period and the student 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 MacBook. The College will charge an annual ICT Levy which includes the exclusive use of the MacBook and the College may transfer ownership to the student after Year 9 following payment all College Tuition, Composite and ICT Levies.

3. College Policies

The student and their family/guardian agree to comply with the rules, policies and procedures relating to the use of computers in particular the Information System - Acceptable Use Policy.

4. Bringing MacBook To School

Students are required to bring their MacBook to school each and every day fully charged. MacBook chargers are not permitted for use by students while on College grounds. Chargers are not to be brought to school.

5. Treatment of the MacBook

The MacBook is a durable machine designed for the education sector, and it needs to be treated with care. The individual student MacBook may be personalized for identification purposes but should not be overly decorated by students nor is the MacBook to be cleaned using chemicals. When moving between classes the MacBook needs to be in a protective case/bag.

6. Modifications

Students will have limited 'administrator' rights to their MacBook. They will therefore be able to install additional software on their MacBook provided that the software directly relates to the educational use of the MacBook and complies with the Program Guidelines. When installing additional software, each student and their family is responsible for ensuring that they meet any age related requirements licensing and copyright agreements. If the installation of any additional software has a cost associated with it, it will be the responsibility of each individual family to pay these costs. If installing additional software causes damage to the MacBook each individual family will be required to pay the costs associated with the MacBook repairs.

At no stage are modifications permitted that result in changes to the operating system or the MacBook

configuration. Modifications that breach age related restrictions, licensing or copyright are not permitted.

7. Repairs

All repairs included under warranty matters must be arranged through the College IT Helpdesk. The borrower agrees that the MacBook will be taken to the IT Helpdesk immediately in the event that it is not operating correctly or it sustains any damage to assess if it is covered under the manufacturers warranty.

Warranty repairs shall be undertaken by the College at no cost to the student or their parents/guardians.

Repairs not covered by warranty will not be covered by College insurance. Families may elect to take out personal insurance cover for loss or damage to the MacBook under their home insurance policy.

Repairs not covered by warranty or personal/home insurance will require parents/guardians to pay the total costs involved. See Program Guidelines for indicative costs. Repairs must be undertaken by an authorized Apple repairer or dealer to ensure that the manufacturer's warranty is not voided. This can be organized by return of the MacBook to the ICT Helpdesk at the College or direct to an Apple repairer.

A replacement MacBook can be supplied for a rental fee via the College ICT Helpdesk.

8. Annual MacBook maintenance and Re-imaging

Upon request the MacBook is to be returned to the College for maintenance and re-imaging.

9. Care and Security

The student and the family/guardian shall at all times take reasonable care of the MacBook and not expose it to undue risk of damage or theft. The student and their family/guardian agree to follow the College requirements on MacBook care. In particular, each student and their family agree that the MacBook will not be lent to others, left at school overnight, left in a vehicle or in unlocked premises. If the MacBook is stolen the student and his/her family will report this to the Police and the College immediately. In advising the College of the loss or theft of a MacBook, you are required to contact the Deputy Principal, Dr Napoleon Rodezno on 8339 3060, immediately.

As outlined earlier, families will be solely responsible for repairs not covered by manufacturers warranty and for the replacement costs of a stolen or lost MacBook if not covered by personal/home insurance.

10. Term of the Arrangement (3 years)

This arrangement commences when the student is issued with a College MacBook and lasts until the end of Year or when the student leaves Kolbe Catholic College, whichever is earlier. However, the College may terminate the arrangement if there is a serious breach of these Terms and Conditions.

11. Return of MacBook

When the term of this arrangement does not reach the end of Year 9 or is terminated the student and his/her family shall immediately return the MacBook, complete with its power cord and adaptor. Items are to be returned to the College in good working order and repair. If the MacBook is not returned within seven days or is returned damaged, the borrower agrees to pay the full cost of replacement or repair of the MacBook, other than that which is covered by warranty.

12. College not Liable

The College will not be liable for any loss or damage resulting from negligent or improper use of the MacBook.

13. Payment Terms

Any amount payable to the College by the parents/guardians related to these Terms and Conditions are payable within 7 days of the request by the College.

14. Changes To Terms And Conditions

These terms and conditions may be updated or amended by the College at any time. The College shall communicate any such updates or amendments to students and parents/guardians via direct communication and/or the College website.