



NOTEBOOK COMPUTER LICENCE AGREEMENT
BETWEEN LORETO MANDEVILLE HALL TOORAK LTD.

(Trading as LORETO MANDEVILLE HALL TOORAK) ("the School")
of 10 Mandeville Crescent, AND the Parent(s) referred to in the Details

SCHEDULE

LICENCE TERM: Commencement Date: End Date:	Day you receive the device 29 November 2019
LICENCE FEE DETAILS: Annual Recurring Licence Fee: Date for First Payment:	2017 – 3 instalments 2018 – 3 instalments February 2017

SIGNATURE

SIGNED for and on behalf of the School:

Date: 14 September 2016



**LORETO MANDEVILLE HALL
NOTEBOOK COMPUTER LICENCE AGREEMENT 2016 - 2019
LICENCE TERMS**

1. In return for the Parent signing and complying with this Agreement the School agrees to grant the Parent a licence, to possess and use the notebook computer and software referred to in the Schedule (collectively the "Computer") for the period commencing on the Commencement Date, for the use by the Nominated Student in association with her education at the School. Subject to the provisions for early termination the licence granted under this Agreement will continue for the Licence Term.
2. On the Commencement Date of this Agreement the School will give possession of the Computer to the Parent. The Serial Number of the Computer licensed to the Parent under this Agreement will be recorded in the Schedule, but the School may change that Serial Number if it replaces the Computer during the Licence Term.
3. Throughout the Licence Term, the Computer remains the property of the School. The Parent holds the Computer as bailee for the School.
4. The Parent will pay the School the Licence Fees throughout the Licence Term, at the times specified in the Schedule. The School will invoice the Parent for the Licence Fees in the Nominated Student's Tuition Fee Statements, with the first payment due in the February of the first year of the Licence Term. Thereafter, the Licence Fee will be payable to the School via the same method as Tuition Fees are to be paid. The School will have the same remedies available to it for a failure by the Parent to pay the Licence Fee or other amount under this Agreement as it does for non-payment of Tuition Fees, as well as the other rights described in this Agreement.
5. The Parent acknowledges and agrees that the Computer is principally to be used by the Nominated Student for educational purposes, and that the provision of the Computer and the licence granted under this Agreement is dependent upon the Nominated Student's ongoing enrolment and attendance at the School. The Parent must ensure that the Nominated Student complies with the School's acceptable use policies relating to the use of computers, the Internet and software, when using the Computer. The Parent acknowledges and agrees that the Parent will be responsible for any act or omission by the Nominated Student in relation to the Computer or the Installed Software, as if it were an act or omission by the Parent.
6. The Parent acknowledges and agrees that the School holds the licences for all Software installed on the Computer for use with the Computer as specified in the Schedule (the "Installed Software"). Possession and use of the Installed Software is subject to the separate licensing terms imposed by the School's respective software licensors. The Parent must not, and must ensure that the Nominated Student and other persons accessing or using the Computer do not, do anything that would breach those licence terms. This includes copying or reproducing the Installed Software, or installing the Installed Software on any other computer. The Parent must also ensure that the Installed Software is only used in accordance with its normal operating procedures as described in the operational manuals for the Installed Software, or other information supplied with the Computer.

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7. The Parent must ensure that the Computer is reasonably protected from unauthorised access, use or interference, physical alteration (including removal of serial numbers) or damage or destruction, whether by the Parent, the Nominated Student, or by third parties.
8. The Parent may, at his/her own expense, install validly licensed software (in addition to the Installed Software) on the Computer's hard disk drive. The School does not permit the installation of unlicensed software, or any software or other thing in breach of any party's rights (including the rights of any software licensor) on the Computer.
9. Where the Parent installs additional software it is the Parent's responsibility to ensure that the additional software is compatible with the Computer and the Installed Software, is free from viruses/malware, is correctly installed, properly configured, and does not interfere with, or corrupt, the operation of the Computer or the Installed Software, or the School's network or infrastructure.
10. Without limiting the previous paragraphs, software that is used to download large volumes of third party materials (such as file sharing applications), and "streaming" applications must not be used when the Computer is connected to the School's network.
11. Any optional accessory that is installed on the Computer by the Parent, or at the Parent's request, must remain installed on the Computer upon the return of the Computer to the School for any reason. Title in that accessory passes to the School on its delivery to the School, without the need for any payment by the School.
12. The Parent must, and must ensure that the Nominated Student shall, at all times keep the Computer in good repair and will take all due care to protect the Computer from damage, loss or theft. This includes not leaving the Computer:
 - (a) unattended in a public place;
 - (b) in public view in an unattended motor vehicle;
 - (c) unattended or unsecured in a classroom, building or grounds of the School;
 - (d) in an unlocked or unsupervised School locker; or
 - (e) unprotected (not in carry bag) whilst in transit or whilst being carried by the Nominated Student around the School.
13. The Parent shall return the Computer to the School for assessment and repair as soon as possible after any damage or defect in the Computer, or any error or defect in the Installed Software, becomes known to the Parent.
14. Where the Computer (including any accessories) or the Installed Software or any part of them suffers any loss, damage, corruption, or interference as a result of the Parent's or Nominated Student's wrongful act or omission (including any wilful damage, negligence, failure to exercise due care, or non-observance of any obligation(s) under this Agreement), or any repair required to be made to the Computer is otherwise not covered by the Manufacturer's Warranty or repair/replacement cover for the Computer arranged by the School, then without limiting the Schools' rights:
 - (a) the Parent will be responsible for any inspection, repair or replacement cost (including any fees charged by or amounts payable to the School's nominated service providers or financiers) as a result, which may include a fee that is payable on submission of the Computer and Installed Software for diagnosis and assessment; and
 - (b) the School may refuse to provide a replacement computer (whether on a temporary or permanent basis) and terminate this Agreement.

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15. The Parent must not, and must ensure the Nominated Student does not sell, assign, sub-license or otherwise deal in or part with possession of the Computer or Installed Software (apart from the Parent making it available for the use of the Nominated Student in accordance with this Agreement). The Parent shall not cause or allow any encumbrance or lien to be created over the Computer or his/her rights under this Agreement.
16. When requested by the School, the Parent must present, or ensure that the Nominated Student presents, the Computer to the School for periodic maintenance, or for inspection.
17. The parent is responsible for ensuring that all data on the Computer is properly and regularly backed up, and that the anti-virus/anti-malware Installed Software installed on the Computer is not disabled by the Parent or the Nominated Student. The School will not be liable for any replacement or repair that is required as a result of damage to the Computer or the Installed Software that is a result of the Nominated Student's failure to regularly update the installed anti-virus/anti-malware software.
18. The Parent is responsible for supervising the Nominated Student's use of the Computer for purposes other than educational purposes (including access to social networking sites or services) and ensuring that the Computer is not being used by the Nominated Student or third parties to create or participate in cyber bullying or any invasions of privacy, infringement of third party rights or other wrongful acts.
19. Once advised by the School that re-imaging is to occur, should the Nominated Student fail to make a backup prior to the re-imaging, and/or fail to provide any password, the School will not be liable for software, files or data that are subsequently erased or rendered unusable.

SCHOOL UNDERTAKINGS

20. The School will ensure that an authorized technician will be available throughout the Licence Term to perform all Warranty, repair and insurance work on the Computer.
21. At the end of the lease agreement the student must present their device to the IT office at Loreto to have the computer returned to its factory settings.
22. In the event the Computer requires Warranty repairs that cannot be completed on site, the School will arrange for the Computer be collected by the authorised repairer from the School. Where a payment is required by the School's service provider in order to commence diagnosis and assessment, the Parent must pay that fee at the time the Computer is submitted for diagnosis and assessment or repair.
23. In the event of an insurance claim with an excess payable prior to the claim being finalised, the school will charge the excess amount to the parent/guardian. In the event that insurance is refused, the parent must pay the School, the full amount required to repair the computer.
24. Upon receipt of the completed Repair/Replacement Claim Form and the required fee, the School will use commercially reasonable endeavors to ensure that manufacturer's faults in the Computer will be repaired and the Computer(s) returned to the School within 2 school days commencing from the time the Dealer collects the Computer from the School.
25. In the event that a Computer cannot be repaired and returned to the School within the 2 school day period the School will make a loan computer available to the Nominated Student on a temporary basis (and while that replacement computer is in the Nominated Student's possession, it will be deemed to be the "Computer" for the purposes of this Agreement). However, the Parent must return that replacement computer to the School, once the original Computer has been repaired.

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26. Where the Computer cannot be repaired, the School may in its discretion provide a replacement computer, which will have substantially similar technical specifications to the Computer (and that replacement computer will thereafter be the "Computer" for the purposes of this Agreement, and the School may update the Serial Number and other details for the Computer recorded in the Schedule). The Parent acknowledges that the replacement computer:
- (a) may or may not be identical with the original Computer;
 - (b) may or may not be new;
 - (c) may not have the data or any third party software or accessories that had been installed in the original Computer by or on behalf of the Parent.
27. In the event that the Computer sustains damage or suffers from impaired operation due to misuse, failure to exercise due care, negligence or wilful acts by the Nominated Student, the Parent, or any other person, as determined by the School, the School will not be liable for ensuring the computer is repaired within the above stated repair timeframes, nor will the School be obliged to provide a loan or replacement computer.
28. The School may re-image the computer with the School's software image at no charge if the School determines this is the best course of action to resolve operational deficiencies with the Computer, or to ensure that the Computer and its configuration are consistent with the School's standard operating environment requirements (as updated from time to time). Prior to re-imaging being implemented the School will endeavour to provide the Nominated Student with a reasonable opportunity to backup files and data, all of which will otherwise be erased by the re-imaging process.
29. The undertakings made by the School in Clauses 20 to 25 of this Agreement are based on Services Agreements with the School's current Authorised Dealers. The School may modify or withdraw any or all of these undertakings by written notice to the Parent at any time should a Services Agreement be terminated or amended for any reason.
30. The School will not be liable for the provision of a loan computer or a replacement to the Nominated Student should the Computer be irreparably damaged, or lost or stolen whether at the School, Nominated Student's place of residence or at any other place, or in transit.
31. Without limiting any other provision of this Agreement, the licence granted under this Agreement will end in the following circumstances:
- a) at the end of the Licence Term;
 - b) the Nominated Student's enrolment at the School ends for any reason;
 - c) written notice by the School to the Parent if the Parent breaches any provision this Agreement and does not remedy that breach within 14 days after the School gives a notice of the breach; or
 - d) in the circumstances referred to in clause 29 (unless a replacement Computer is provided by the School in its discretion or by its insurer).
32. The School shall, at its sole discretion determine the disposition of the Computer at the end of the Licence Term or earlier termination (if applicable). If the Licence ends before the end of the Licence Term, then without limiting the School's rights, the School may charge the Parent, and the Parent will pay the Licence Fees for the unexpired portion of the Licence Term, in addition to any Licence Fees that have been invoiced and have not been paid. Termination will not affect the School's right to recover any amounts payable under this Agreement, including costs associated with the repair or replacement of the Computer, and amounts payable to the School's repair providers, financiers or suppliers (including the School's Authorised Dealers) in relation to the Computer. If the School requests it at the end of the Licence Term or earlier termination, the Parent will return the Computer to the School together with all accessories, in good condition (fair wear and tear excepted).