



ICT EQUIPMENT LOAN AGREEMENT

THIS ICT EQUIPMENT LOAN AGREEMENT is dated _____

BETWEEN

(1) Beths Grammar School at Hartford Road, Bexley, Kent DA5 1NE (**The School**); and

(2) _____ (**Parent**);

(the Parties)

In respect of _____ (**Student**) in Form Group _____

IT IS AGREED AS FOLLOWS:

1 Interpretation

1.1 The following definitions and rule of interpretation apply in this agreement.

Acceptable Use Policy	The School's acceptable use policy for ICT
Applicable Policies	The School's policies from time to time known as Acceptable Use Policy, Data Protection Policy, Remote Education Policy, GDPR Policy, Online Safety Policy
Data Protection Policy	The School's data protection policy
Delivery	The receipt of the ICT Equipment by the Student
Home Address	_____

ICT Equipment

ICT Equipment Use Terms	use of the ICT Equipment as set out in clause 6
Loan Period	the earlier of either five years from signature or when the student leaves the school
Loan Start Date	the date of this agreement
Return Arrangement	the return of the ICT Equipment to The School as set out in clause 9
Return Date	the earlier of either five years from signature or when the student leaves the school
Risk Period	the period during which the ICT Equipment is at the sole of the risk of the Student as set out in clause 4.3



2 ICT Equipment Loan

- 2.1 The School shall loan the ICT Equipment to the Student for use at the Home Address subject to the terms and conditions of this agreement.
- 2.2 The School shall be entitled to exercise its rights under this agreement or applicable law including monitoring the Student's use of the ICT Equipment.
- 2.3 The Student shall at all times use the ICT Equipment solely as permitted in this agreement and in accordance with the ICT Equipment Use Purpose.

3 Loan Period

The Loan Period starts on the Loan Start Date and shall continue until the Return Date unless this agreement is terminated earlier, in accordance with its terms.

4 Title, Risk and Insurance

- 4.1 The ICT Equipment shall at all times remain the property of The School
- 4.2 Neither the Student nor the Parent shall have any right, title or interest in or to the ICT Equipment (save the right to possession and use of the ICT Equipment subject to the terms and conditions of this agreement).
- 4.3 The risk of loss, theft, damage or destruction of the ICT Equipment shall pass to the Parent on Delivery.
- 4.4 The Equipment shall remain at the sole risk of the Parent during the Loan Period and any other term during which the Equipment is in the possession, custody or control of the Student (Risk Period) until such time as the ICT Equipment is redelivered to The School.
- 4.5 During the Loan Period and the Risk Period, the Parent's home insurance at the Home Address shall include insurance of the ICT Equipment to a value not less than its full replacement value comprehensively against all usual risk of loss, damage or destruction, theft and accident.
- 4.6 In the event of loss, theft, damage or destruction, the Parent shall:
 - 4.6.1 be liable for the cost of repair or replacement
 - 4.6.2 cooperate with The School (and the provider of home insurance, where applicable) to meet the cost of repair or replacement

5 Student and Parent's Responsibilities

- 5.1 The Student shall, and the Parent shall ensure that the Student shall, during the term of this agreement at all times:
 - 5.1.1 use the ICT Equipment solely for the purpose of the Student's education at the The School;
 - 5.1.2 comply with The School's Applicable Policies;



- 5.1.3 operate the ICT Equipment in a proper manner in accordance with any operating instruction provided by The School;
- 5.1.4 maintain the ICT Equipment in good and substantial repair in order to keep it in as good as operating condition as it was on the Loan Start Date (reasonable and fair wear and tear only excepted);
- 5.1.5 make no alteration to the ICT Equipment and shall not remove any existing component (or components) from the ICT Equipment;
- 5.1.6 keep the ICT Equipment at all times in the possession or control of the Student;
- 5.1.7 deliver up the ICT Equipment to The School in accordance with the Return Arrangement at the end of the Loan Period or on earlier termination of this agreement;
- 5.1.8 not do or permit to be done anything which could invalidate the insurances referred to in clause 4.5;
- 5.1.9 not loan the ICT Equipment to any other person.

5.2 The Parent shall be responsible for the ICT Equipment during the term of this agreement at all times.

5.3 The Parent shall inform The School immediately if the ICT Equipment suffers damage, is lost or stolen.

5.4 By signing this agreement, the Parent and the Student confirm understanding of the terms and acceptance of their responsibilities.

6 Acceptable Use

6.1 The Student may face disciplinary action in line with The School's policies for any activity that constitutes 'unacceptable use'.

7 Data Protection

7.1 The School's Data Protection Policy applies to the ICT Equipment Use Terms.

8 Return Arrangement

8.1 The ICT Equipment shall be returned to The School as follows:

8.1.1 Information will follow when applicable

9 Termination

9.1 The School may terminate this agreement with immediate effect by giving notice to the Student (Termination Notice) if:

9.1.1 in the opinion of The School, the Student



(a) commits a material breach of The School's Acceptable Use Policy for ICT Equipment;

(b) commits a material break of any other term of this agreement

9.1.2 the Student is no longer a student of The School, for any reason.

9.2 The School may terminate this agreement by giving reasonable prior written notice to the Student if it deems that the loan of the ICT Equipment to the Student is not required for the carrying on of the Student's education.

10 Notices

10.1 Any notice in connection with this agreement, other than a Termination Notice, shall be in writing and shall be sent by email to the addresses known to the Parties.

10.2 A Termination Notice shall be in writing to the Parent and shall be sent to the Student's Home Address

This agreement has been entered into on the date state at the beginning of it.

Signed on behalf of The School by

_____ (print name)

Date signed _____

Signed by the Student

_____ (print name)

Date signed _____

Signed by the Parent

_____ (print name)

Date signed _____