



Department of Education

Notebooks for Teachers Program “Pre-leased Notebooks” Offer Notebook Registration Form

Form Revision #: 2.6
Date: 21 Nov 2011

To: Department of Education WA (“the Department”)

I am eligible to accept, and do accept, the Department’s offer of a used, leased Notebook package for the remaining term of its lease (up to a maximum of three years) under the Notebooks for Teachers Program.	<input type="checkbox"/> (please tick)
I understand that <i>by returning this signed and completed form I am entering a legally binding contract with the Department of Education, Western Australia.</i>	<input type="checkbox"/> (please tick)
I have read, understood and agreed to the <u>specifications of the computers being offered</u> and the <u>Terms and Conditions of Registration</u> available via the DoE “pre-leased notebooks” web page. I enter this agreement fully informed and will not seek alterations to this agreement based on any claim of lack of information.	<input type="checkbox"/> (please tick)
I understand that I am specifically requesting a used notebook which was returned due to the retirement or resignation of another teacher. I understand that the notebook will show some wear/cosmetic signs of use.	<input type="checkbox"/> (please tick)
I agree to observe the Terms and Conditions of Registration and will retain a copy of the Terms and Conditions for future reference. <i>I specifically agree to observe all financial, appropriate-use, return of notebook and care of notebook clauses and will ensure my school commences my deductions promptly.</i>	<input type="checkbox"/> (please tick)

	/ /		/ /
Employee Signature	Date	Principal’s/District Director’s Signature	Date
Employee Name (Please Print)	Employee ID	School Name	School Code
Phone (w):			
Phone (h):			

I wish to request a used NFT Notebook of the following model: <small>(Please rank preferences numerically from 1 downwards. If no indicated preference is available the application will be held pending further returns of notebooks.)</small>	Cost per fortnight	
Model		Preference
Acer TM 4730 (expires Sem2 2012) – Round 20	\$10.85	
Acer TM 4730 (expires Sem 1 2013) – Round 21	\$10.85	
Dell Latitude 6510 (expires Sem 1 20114) – Round 22	\$14.60	
Apple MacBook 2.0GHz (Please call 08 9264 5636 For Availability and Pricing)		
I am aware that support for network connectivity and Departmental applications such as SIS are not currently available for the Apple platform. I accept these limitations.	<input type="checkbox"/> (please tick)	
Notebooks may be picked up from Central Office. I wish to pick up the notebook from Central Office (Yes/No)		

Please note the following important items:

Failure to complete all fields above – esp. your signature, your principal’s signature, and the School Code - may cause delays or rejection of your registration. Forms may be faxed to the NFT Coordinator on 08 9264 5364.

Notebooks for Teachers – Terms and Conditions

The following conventions are used:

1. "NFT", "the Program" or "NFT Program" mean the Notebooks for Teachers Program run by the Dept. of Education W.A. "We", "us", "our", "DoE" or "the Department" refers to the Department of Education, W.A.
2. "You" or "your" refers to the applicant signing the NFT Program registration form.

By signing the Enrolment/Registration Form, you agree to observe the following terms and conditions:

1.0 Eligibility	
1.1 You may participate if: a) You are a classroom teacher, school psychologist, Principal or Deputy Principal in a WA Government school; and You are employed at 0.1 Part-Time Fraction or better, for at least one year; and The limit on places in the program has not been exceeded; and Your previous participation was not terminated due to a breach of the Terms and Conditions.	Casual employees are not eligible to join the program. The Department will consider written appeals for re-admission; however an appeal will not automatically be accepted.
Places are available for up to 16,400 participants. We may not accept your application if no places remain available, or if your current employment does not make you eligible to participate, or for other reasons as deemed appropriate.	
2.0 Term of Use	
Your Term of Use is the period for which you hold a notebook computer through the Notebooks for Teachers Program. The Term of Use: a) Starts when your notebook is delivered; b) Ceases under circumstances as detailed in clauses 2.2, 2.3, 2.4, 4.2 and 4.4, below; c) Includes periods when the notebook is unavailable due to theft, loss or during repairs.	Your Term of Use will be three years if you accept a new notebook. You are not obliged to renew your participation after the existing Term of Use expires. Periods for maintenance and replacement will be kept as brief as possible.
We may end your Term of Use if we accept your written application to terminate the arrangement on compassionate grounds. You must then return the notebook promptly to the Department's Central Office.	Serious illness, major changes in family circumstances and so on may be accepted as grounds for such applications. Applications are assessed on a case by case basis.
2.3 We may end your Term of Use if you breach these Terms and Conditions. If this occurs, notice will be sent to you requiring you to return the notebook. You must return the notebook promptly to the Department's Central Office. You will receive 14 days notice, except in extraordinary circumstances (e.g. where we cannot contact you at your usual address).	
2.4 Your right to maintain the Term of Use automatically ends if you are no longer employed by DoE in a position meeting the eligibility criteria set out in clause 1.1 above.	If you are employed by the Department in a casual capacity only, or in a permanent non-teaching position, you must return the notebook to Central Office.
2.5 The actual end of your Term of Use will be the point at which the notebook is returned to: a) DoE Central Office (in the case of an early termination of the Term of Use); b) Your school or location as advised (in the case of the normal end of the lease).	You must meet the required payments even if you are not on pay, until we receive the computer back from you. See Clause 3.3 for further information.
2.6 If your Term of Use ends at the <u>expected end of the lease</u> : a) The Department will forward written instructions about the return process for your notebook; b) You must comply with the instructions, but should not wait or rely only on receiving them on time. Please contact the NFT Program Administration Section if you do not receive instructions on time.	In most cases you will be required to return the notebook to your current school close to the third anniversary of delivery. Instructions should be received approximately six weeks before the third anniversary of the notebook's delivery.
2.7 If your right to maintain the Term of Use ends <u>earlier than the end of the lease</u> , for example, due to retirement or resignation, you must return the notebook promptly to the Department's Central Office.	Participants will usually be aware of a planned "early" end to a Term of Use <i>before</i> DoE. The onus is on you to ensure we receive the notebook promptly.
3.0 Financial Arrangements and Obligations	
3.1 During a full 3-year Term of Use you must contribute dollar amounts from your fortnightly pay totalling an amount equal to 78 pay periods multiplied by: a) the contribution rate given on the Registration form; or, b) such other contribution rates as the Department may deem necessary as variations to the original rate.	Written notification will be provided should any change in the contribution rate be made. Increases may occur in line with increases in the cost of providing the NFT Program. Increases will not be retrospective.
3.2 During a Term of Use shorter than three years, you must contribute dollar amounts from your fortnightly pay totalling an amount equal to the number of pay periods in the actual Term of Use multiplied by: the contribution rate given on the Registration form; or, such other contribution rates as the Department may deem necessary as variations to the original rate.	
3.3 Your contribution will be salary-packaged via your fortnightly pay. You should seek independent advice from a qualified financial adviser if you are unsure of the implications of salary packaging.	
If your right to maintain your Term of Use ends "early", your obligation to make fortnightly contributions does not cease until the notebook is returned to the DoE Central Office.	You must return the notebook promptly . A debt will accrue if you are not on regular pay.
It is expected that you will make use of the notebook in support of your teaching duties. You must agree to use the notebook <i>primarily</i> for work purposes, as FBT will otherwise apply.	Fringe-benefits tax (FBT) provisions were amended by the Commonwealth Government with effect from 13 May 2008.

<p>On delivery of the notebook you must ensure your school enters the required payroll deductions immediately. You should check that the NFT Program deduction shows correctly on your fortnightly pay slip. We may recover money from your pay or invoice you for:</p> <p>a) The monies owing if you fall behind with contributions; b) The monies owing if you fail to return the notebook when required; c) The cost of cleaning, repairs or replacement of parts if the notebook is returned in poor condition or with modifications that reduce its resale value.</p>	<p>Hardship circumstances may be taken into account in determining repayment schedules.</p> <p>Costs incurred due to failure to return a notebook at the end of lease may amount to hundreds of dollars and do not absolve you of the need to return the notebook.</p>
<p>4.0 Leave without Pay, Overseas Travel/Exchange, and Paid Leave</p>	
<p>1. If you take approved Leave without Pay of less than 12 months, you will retain the notebook and must arrange with us to pay the deductions due in advance.</p>	
<p>4.2 If you take approved Leave without Pay of more than 12 months, you may:</p> <p>a) Keep the notebook and pay the deductions due in advance; or b) Return the notebook to Central Office and end your Term of Use.</p>	<p>There is no fee or residual for choosing to end the Term of Use and return the notebook under these circumstances.</p>
<p>4.3 If your lease is due to expire while you will be overseas, you should end the Term of use by returning the notebook to Central Office prior to the date on which you leave Australia.</p>	<p>Contact the NFT Administration Section for further advice before taking a notebook overseas.</p>
<p>4.4 Paid Leave of any kind does not end or alter your Agreement or Term of Use.</p>	
<p>5.0 Supported Services</p>	
<p>5.1 The Department will:</p> <p>a) Maintain a Help Desk to assist you; Provide warranty cover for your notebook through the Vendor. Please note that Apple notebooks are subject to the following warranty restrictions: Apple notebooks that are found to have problems on delivery will be assessed by Apple, rather than by the Department. Cases must be reported and assessed within 10 days of delivery and repair may be offered rather than replacement. Apple notebooks are eligible for replacement only after four hardware failures requiring replacement of components; Apple may also elect to repair the notebook instead of replacing it. DoE has limited recourse in the event of problems with an Apple warranty, and you agree to indemnify DoE against any financial ramifications arising from problems with Apple warranty service. Provide insurance cover for your notebook through RiskCover (in accordance with terms detailed under Section 7 below).</p>	<p>The Help Desk is formally known as the Customer Service Centre or CSC and can be contacted on (08) 9264 5555.</p> <p>See also clause 6.2 below.</p>
<p>Apple notebooks are subject to the following service restrictions: Apple versions of Departmental applications such as HRMIS, SIS, MAZE and MIDAS are not available; No central support is provided for connecting Apples to school networks. Some schools may not allow Apples to be connected to their network; Network connectivity is not possible at a DEO or at Central Office.</p>	<p>You should check with your worksite administration regarding the level of support that will be provided for your chosen notebook.</p> <p>If you select an Apple notebook, you accept these differences. The Department will not alter your contract if you find the chosen notebook does not meet your needs.</p>
<p>5.3 From time to time, the Department may provide software and security feature updates for your notebook. You will need to install these on your notebook promptly to avoid security threats to the Department's or your school's computer networks. Failure to implement these updates may result in your notebook being denied access to school or Departmental networks (where available).</p>	<p>We may take action to deal with occasional security threats. We also update some software via network connection "behind the scenes"; this will not require you to take any action.</p>
<p>6.0 General Obligations and Information</p>	
<p>6.1 Participation does not give you any rights of ownership over the provided notebook computer. <i>You must not sell, assign, transfer, lend, sublease, hock or otherwise relinquish control of the notebook or accessories during your Term of Use.</i></p>	
<p>6.2 During your Term of Use you will make sure that the notebook and accessories are kept clean and in good working order.</p>	<p>Notebooks in notably dirty and unhygienic condition <i>may be refused warranty cover</i> due to user neglect.</p>
<p>6.3 If the notebook requires service of any kind you must contact the Department's Customer Service Centre and follow the instructions you are given.</p>	<p>This is a binding obligation. It is in your own interest to report all damage or failures promptly.</p>
<p>6.4 You must regularly back up your own data.</p>	<p>Repairs may require that the system needs to be re-imaged to its original state. Any stored data would be lost.</p>
<p>6.5 We will provide you with one (1) notebook package of the make and model selected on the front page of this Agreement. We will not provide you with an "upgrade" or alternative notebook package during the expected Term of Use. Other than security updates as described in 5.3b) above, the software and operating system provided will not be updated by DoE during the Term of Use.</p>	<p>This does not preclude you from having your own modifications made to the notebook, provided this is in accordance with Section 8 below.</p>
<p>6.6 Staff of the Department, our associated vendors and service providers will deal courteously with you at all times when discussing any issues related to your notebook. You must deal courteously with us at all times in return.</p>	<p>Serious breaches of this condition (such as incidents of abuse or harassment) may result in disciplinary action and/or the termination of your registration and recall of your notebook.</p>
<p>6.7 Numbered Terms and Conditions clauses in this document are binding conditions of registration. Comments and Notes are intended as explanatory notes to clarify the ramifications of the binding clauses.</p>	
<p>6.8 You may not end your participation ahead of the expected three-year term of use end date, other than in circumstances outlined in these Terms and Conditions. For example, DoE will not end your registration because you have purchased a newer computer, because you reconsider your choice of model, or because the NFT Internet service is not available or reliable in your area.</p>	
<p>6.9 You must keep your postal address current as the Department may write to you from time to time with important information (see 2.6 above). Your address details are stored on the Department's payroll system (HRMIS). Should a problem arise due to failure to maintain current address details, you may be liable for any consequential costs.</p>	

7.0 Notebook Package Loss or Damage	
<p>7.1 If your notebook or accessories are damaged accidentally, lost or stolen you will:</p> <p>a) Report a loss or theft to the police within 2 days; and</p> <p>b) Notify our Customer Service Centre within 7 days; and</p> <p>c) Lodge a Risk Cover insurance claim within 14 days of becoming aware of the incident.</p>	<p>Unreasonable delay when reporting these issues may give rise to concerns about the validity of a claim.</p>
<p>Once reported, a lost, stolen, damaged or destroyed notebook will be repaired or replaced, provided our insurer RiskCover has not determined that the loss or damage came about through any neglect, act or omission of your own. Replacements are made on a "like for like" basis and will:</p> <p>a) Usually be sourced from existing NFT Program stocks of used machines;</p> <p>b) Be of equivalent or better specification to your lost, stolen or destroyed notebook;</p> <p>c) Have been securely re-imaged to the DoE "Standard Operating Environment" software package for NFT computers.</p>	<p>"New for Old" replacements are not generally available.</p> <p>Replacement notebooks are tested and in good condition, and are expected to give equivalent service to the original notebook.</p> <p>You must be mindful of safety and security. Contributory negligence or misconduct on your part may jeopardize your insurance claim.</p>
<p>7.3 If an insurance claim is rejected, you must:</p> <p>a) Replace the notebook with an approved model in good condition, or</p> <p>b) Pay the replacement cost of the notebook, or</p> <p>c) Pay the difference between the Department's costs and any amount received from the Insurer, or</p> <p>d) Maintain the lease until its scheduled expiry date and pay the 'residual' value of the notebook (this will usually be the lowest-cost option, but the value will not be known until the lessor sets it near the end date of the lease).</p>	<p>To avoid a rejected claim, you must not leave the notebook unattended in a non-secure environment. These could include the outside of your home or property, the cabin of a motor vehicle and unsecured and unattended classrooms or offices or public places.</p> <p>Insurance cases are assessed on their individual merits. For further information, see the NFT FAQ document, available via the Department's NFT web site. Please note that insurance coverage <u>is extended to use at school</u>, provided the notebook is appropriately secured when not in use.</p>
8.0 Use of Equipment	
<p>8.1 You must not:</p> <p>a) Remove, conceal or alter any NFT markings, tags or plates;</p> <p>b) Engrave or mark the notebook in any way that will reduce its re-sale value;</p> <p>c) Use the equipment or software provided for any commercial for-profit purpose;</p> <p>d) Allow your network user account and password to be used by anybody other than yourself.</p> <p>e) Allow confidential Departmental data to be lost or viewed by unauthorised persons.</p>	<p>Permanently marking the case of a notebook may result in the case requiring replacement at your own cost. Please note the cost of this can be considerable.</p> <p>Participants are expected to demonstrate responsibility in caring for notebooks and data. It is particularly important to take care with external storage devices. Participants responsible for maintaining confidential documents should take particular note.</p>
<p>You must:</p> <p>Use the notebook package lawfully and in accordance with Departmental policies;</p> <p>Obtain the written approval of the Department before arranging any modifications;</p> <p>Rectify any such modifications before the notebook is returned if they have reduced the notebook's resale value (see Clause 3.6c above). We reserve the right to rule on whether a modification reduces resale value, or for our vendor or financier to rule on this on our behalf.</p>	<p>You should be aware of general DoE policy related to technology. All such policies apply to NFT participants.</p> <p>Modifications must be carried out by authorized vendor technicians, provided the Department's prior written approval has been obtained.</p> <p>Modifications that increase the resale value of the notebook generally need not be reversed before the notebook is returned.</p>
Breaches of these conditions or damage to the notebook caused by others while the notebook is nominally in your care remain your responsibility.	
<p>8.4 You will incorporate the notebook into your Performance Management plan and Professional Development activities, and agree where practical to take part in any training opportunities that may be offered by your school or by DoE.</p>	<p>You agree to actively use the notebook and to increase your ICT skills and competencies through your participation in the Program.</p>
<p>You will participate in any evaluation/s of the Program, if requested.</p>	<p>Any evaluations will be designed in consultation with the Australian Education Union and your participation will be on an anonymous basis.</p>