iPad Lease Agreement

TERMS AND CONDITIONS

We have read and agree to abide by:

- User Agreement
- Acceptable Computer User Agreement
- This Lease Agreement

Rationale: Eastwood Primary School is making available iPads for our 1:1 Tablet Program as a lease through the school as one option. This document forms the basis of the lease arrangements. The lease is for 24 Months for Prep Students. The units are leased through Capital Finance to the school.

1. **Definitions**

- **EPS** means Eastwood Primary School ABN 77 549 770 094, Alexandra Rd, Ringwood East.
- **Renter** means the person or persons named in the Schedule hereto.
- **Student** means the person named in the Schedule being a student enrolled at EPS.
- **Rental Period** means the period between the start and end dates as specified in the Schedule.
- **Contract** means the rental contract between EPS and the Renter which incorporates these terms and conditions.
- **Due Date** means the Due Date for the payment as indicated in the schedule.
- **iPad** means the iPad specified in the Schedule together with any accessories, parts or software supplied with the iPad.
- **Schedule** means the payment plan

3. **Rental payment**

(a) EPS shall rent the iPad to the Renter during the rental period. The Renter shall pay the rental fees set out in the Schedule. The rental fees must be paid by the due date without any set off or deduction.

(b) The rental fee does not include any consumables such as paper, ink or toner that may be required to be used with the iPad.
4. **The iPad**

The iPad Lease includes

- iPad 16GB WiFi, Black
- Cover
- Apple Care
- Protectsure Insurance

(a) **The iPad remains the property of EPS at all times.**

(b) At the end of the rental period, the Renter shall immediately deliver the iPad to EPS in a condition consistent with the performance of this contract.

(c) EPS and the Renter acknowledge that the iPads primary use will be by the Student in relation to his/her education at EPS and as such the Rental is GST free.

(d) The Renter and the Student will operate, maintain and store the iPad with due care and in compliance with the instructions and recommendations of the supplier and manufacturer of the iPad and pursuant to any directions given by EPS.

(e) The Renter or the Student must not alter or replace any parts in the iPad nor alter or load any software on the iPad that are outside the EPS guidelines.

5. **Maintenance and Repairs**


(b) EPS will provide routine maintenance to keep the iPad in working order during the rental period. Any maintenance work not considered to be routine or covered by the warranty or insurance will be at the expense of the Renter provided always that before any such work is completed EPS will notify the Renter of the work to be undertaken and advise the cost involved.

6. **Renter’s Obligations**

(a) The Renter will notify EPS immediately of any change in the Renters contact details and address during the commitment period.

(b) If for whatever reason a total loss/theft of the iPad occurs which is not covered by insurance the Renter will pay the outstanding rental charges in accordance with the schedule.

(c) The Renter agrees to comply with the payment Schedule.

(d) If the Student exits the school before making the last payment for any reason the iPad is either:

   a. returned to the school in full working order including all accessories, or
b. the remainder of the schedule is paid out after which point an offer of purchasing the iPad at second hand rates will be made.

7. **Insurance**

(a) The iPad is covered by Protectsure Insurance and the details are included their policy.
(b) The excess on claims is $100
(c) This agreement relates only to the iPad, in the event of its loss or damage, EPS is under no obligation to replace the iPad.

8. **Termination**

The iPad remains the property of EPS at all times.

(a) This agreement comes to an end:
   - At the end of the rental period as in indicated in the schedule.
   - In the event of default as defined in subclause (b) hereof.
   - If the iPad is damaged and is not economically repairable as provided in clause 5(b).
(b) Default occurs if:
   - Rental fees are not paid by the due date.
   - The Renter continues to breach any term of this contract after EPS gives the Renter notice in writing of its default.
   - The Renter is subject to insolvency or other proceedings which place the iPad at risk for loss or seizure by others.
(c) In the event that the renter defaults, the iPad remains the property of EPS and EPS maintains the right to seek possession of the iPad.
(d) In the event of default this agreement shall immediately come to an end.

9. **Schedule – Rental Fees**

Two Year Payment Schedule (Prep students) - Dates and payments are indicative only

<table>
<thead>
<tr>
<th>Due Dates</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Year 1 Payments</strong> 2013/14</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$98.00</td>
</tr>
<tr>
<td>September</td>
<td>$98.00</td>
</tr>
<tr>
<td>February</td>
<td>$98.00</td>
</tr>
<tr>
<td>April</td>
<td>$98.00</td>
</tr>
<tr>
<td><strong>Year 2 Payments</strong> 2014/15</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>$98.00</td>
</tr>
<tr>
<td>September</td>
<td>$98.00</td>
</tr>
<tr>
<td>February</td>
<td>$98.00</td>
</tr>
<tr>
<td>April</td>
<td>$98.00</td>
</tr>
</tbody>
</table>

Payments can be made by cash, cheque, BPAY, or credit/debit card.