

Bishop Justus Church of England School

Policy Title:	Loan of Equipment
Leadership Responsibility:	Kate Parker
Review Body:	Headteacher
Date:	October 2020
Review:	October 2022

Statement of intent

Bishop Justus Church of England School (the academy) is dedicated to providing pupils with the best education possible. We understand the key role technology plays in maximising pupils' access to learning, as well as making lessons more exciting and interesting. We are committed to ensuring pupils have access to the necessary facilities to carry out their work. We believe it is important for pupils to be confident and competent users of equipment and the resources they allow access to.

Colleagues, pupils and parents are expected to familiarise themselves with this policy and the Trust's ICT Policy before loaning any equipment. Copies of these will be made available on request.

Legal framework

This policy has due regard to statutory legislation and guidance including, but not limited to, the following:

- Data Protection Act 2018;
- DfE (2018) 'Keeping children safe in education'

Definitions

The term 'equipment' refers to all school property including textbooks, video and digital cameras, audio equipment, laptops, tablets and any other electronic devices.

Roles and responsibilities

Overall responsibility for oversight of the equipment and loaning process lies with the Head of School, Headteacher and/or Executive Head ("the headteacher").

The headteacher makes decisions regarding:

- The allocation and provision of resources, taking into consideration recommendations from the Designated Equipment Lead and guidance issued by the Department for Education;
- How the equipment is utilised to benefit the aims and objectives of the academy.

The senior leadership team, along with the Designated Equipment Lead, is responsible for overseeing the review of this policy. The Designated Equipment Lead is responsible for the maintenance and day-to-day running of the equipment and the loans process.

The Designated Equipment Lead must be a full-time member of staff and is responsible for:

- Resolving issues with equipment;
- Carrying out checks on equipment before and after use;
- Adjusting access rights and security privileges with the academy's ICT technician;
- Monitoring pupils' use of equipment with the ICT technician;
- Reporting any signs of misuse and abuse of equipment to the headteacher;
- Classifying and cataloguing equipment, including undertaking a termly stocktake;
- The safe storage of equipment not out on loan;
- Sending and drafting letters concerning overdue equipment to parents, teachers and senior management;
- Sourcing, purchasing and cataloguing relevant equipment;
- Demonstrating how to use equipment before use;
- Liaising with ICT teachers to maximise pupils' use of equipment;
- Assisting the headteacher with their investigations if any equipment is lost or stolen;
- Implementing this policy with the headteacher;
- Implementing relevant parts of the Trust's IT Policy.

The pupil and their family are responsible for:

- The appropriate use of any equipment out on loan ;
- The care and preservation of equipment out on loan;
- The adherence to all relevant school policies and procedures;
- The adherence to the Acceptable Use Agreement;
- The liabilities around loss, theft or damage of any items.

Loan procedure

Correspondence detailing potential fines for late returns and damages, as well as the loans procedure, are sent to all parents.

Loans are requested in writing and pupils must give at least five working days' notice. Pupils must obtain their parents' signatures on their equipment request.

By loaning equipment, pupils and parents agree to the terms of use as set out in this policy.

If the equipment is no longer needed, pupils must notify the Designated Equipment Lead as early as possible to allow the equipment to be made available to someone else.

Once the request has been reviewed and accepted, pupils are required to undergo training to use the equipment, including learning how to store and handle equipment, and how to undertake any maintenance, e.g. changing batteries.

Only the pupil who has requested the equipment may collect it.

The length of the loan is determined in advance.

When equipment is returned, the Designated Equipment Lead checks all components and makes sure it is in full-working order.

Families may wish to remove any personal data held on the equipment before return.

Families are subject to the terms and conditions outlined in this policy and the loan agreement letter.

Maintenance, service and storage

Servicing and storage of the equipment is the responsibility of the Designated Equipment Lead.

Visual checks are carried out by the Designated Equipment Lead before and after each use.

Thorough checks of the equipment are carried out termly.

Regular checks for updates are carried out on all laptops and tablets in line with the network.

Equipment is securely stored whilst on site.

Regular stock takes are undertaken to monitor the whereabouts of all equipment.

All superficial damage is noted, in order to keep track of problems and to avoid wrongly charging someone for damage not caused by them.

Lost, damaged and stolen goods

Pupils are required to notify the Designated Equipment Lead immediately of any damage.

Pupils are liable for any missing or damaged items. Pupils should not decorate or change the external face of the equipment provided in any way including affixing stickers.

The Designated Equipment Lead tests returned equipment and carries out a visual check.

If any damage is found, it is assessed by the Designated Equipment Lead.

If the damage is superficial, e.g. a scratch on the case, there will be no charge.

More serious damage may incur a charge depending on the severity.

If the Designated Equipment Lead and headteacher decide that the academy requires a partial or full contribution towards repairs, a letter will be sent to the family.

The costs of the repairs will be reflective of the damage caused. The academy will obtain a quote for repair or replacement depending on the extent of the damage and this will be provided to the family for re-imburement.

In the event loan equipment is stolen, the borrower must immediately report the matter to the local police to obtain a crime reference number. The Designated Equipment Lead must be informed at the earliest opportunity and no later than the scheduled return date of the equipment. The Designated Equipment Lead must also be given the crime reference number.

Pupils loaning equipment are briefed on the security measures they must take.

Fines for late returns or damage

The academy does not fine for the late return of equipment. However, the academy will seek to recover the cost of replacement (as new) for any unreturned items by the agreed date. The value of the item is stated in the loan agreement.

In the event of late returns, the Designated Equipment Lead will contact the pupil's family to inform them that equipment has not been returned – during the phone call, the Designated Equipment Lead will tell the family how the academy intends to recover the cost of replacing the item.

Outstanding debts will be passed on to an external debt collector.

Costs are reviewed by the Designated Equipment Lead and headteacher on a case-by-case basis.

Monitoring and review

This policy is reviewed every two years by the headteacher and Designated Equipment Lead.

Any changes made to this policy are communicated to all colleagues and families.

All colleagues directly involved in the use of the equipment are required to familiarise themselves with this policy.

DATA PROTECTION

[The academy processes personal data in accordance with the data protection principles embodied in the General Data Protection Regulations (GDPR) and the Data Protection Act 2018. The Academy complies with the requirements of the data protection legislation as detailed in the Trust Data Protection Policy.]

All colleagues are aware of the principles of data protection and will not process personal data unless necessary. The Academy safeguards the personal data it collects through the operation of the Trust's data protection policy and processes and the IT policy. In addition, the Academy has taken steps to ensure that all its contracts that process data have the GDPR compliant provisions.

Appendix A: Full Terms and Conditions of Use

Loans of equipment are designed to improve remote education using academy books and technology in the home.

1. At all times, the equipment remains the property of the academy;
2. The loan exists between the academy (“we/us”) and the parent of the child (“you”) named in the loan agreement letter. We may terminate the agreement at any time without notice;
3. Equipment will be loaned to the named person and their child for period stated in the loan agreement letter. Equipment should be return by the end date or an extension agreed with the issuing of further agreement letter;
4. You must inform us at the earliest opportunity should you change address;
5. You must store the equipment carefully and securely in line with any given training;
6. You must ensure nobody other than your child uses the equipment;
7. You may install licensed and legally purchased software and equipment, e.g. printers;
8. You must not tamper with, open, change or adapt the external casing or internal workings of the equipment including the affixing of stickers or replacement of parts;
9. You must not use the equipment for any illegal or anti-social purposes;
10. You are responsible for the costs, potentially up to full value of replacement, should the equipment be lost, stolen or damaged;
11. You must inform us immediately if the equipment is faulty. All technical support and maintenance must go through the academy. Replacement will be on a case-by-case basis;
12. You must inform us immediately if the equipment is accidentally damaged. We will do our best to repair the damage, if this is not possible, replacement will be on a case-by-case basis;
13. You must inform us immediately if the equipment is stolen. You must report the theft to the police and obtain a crime reference number. Replacement will be on a case-by-case basis;
14. There may be occasions when we need you to return the equipment to us for upgrades or maintenance. As a result, it may be necessary to remove all data contained on the equipment. We cannot be held responsible for the loss or damage of any data during this process. It is your responsibility to return the equipment to academy for such maintenance.
15. We may view data or programmes on the equipment at any time. You will be held responsible to the Acceptable Use Agreement at these points. You may want to remove personal data from the equipment before its return;
16. We are not responsible for loss or damage of any data on the equipment during the loan;
17. We are not responsible for any costs resulting from the use of the equipment including electricity, printer cartridges, paper or any costs occurring from an internet service not provided by us;
18. Reasonable health and safety precautions should be taken when using the equipment. We are not responsible for any damage to person or property resulting from use of the equipment loaned;
19. Photographic evidence of receipt or delivery, evidence of possession or usage of the equipment, in certain circumstances such as pandemic, will indicate the loan agreement has been entered into in the absence of a signed agreement. If these terms and conditions are not accepted, you should arrange for immediate return of the equipment through us.

Appendix B: Acceptable Use Agreement

Even though you are working remotely, you are reminded of the acceptable use agreement to which you must abide whilst accessing the academy's network or using the academy's equipment.

I agree to:

- Log on to Office 365 using only my unique login username and password, never disclose my login information with anyone, and not to access another person's account or files;
- Use the Internet/computers for educational purposes only;
- Not store or save to the computer's desktop;
- Not use internet access and email facilities for any form of personal shopping;
- Not use any removable media such as CD/DVDs, mobile devices, portable hard drives, floppy disks or memory sticks without first having it checked for viruses by the Network Manager or an approved technician;
- Not deliberately download any file that may contain a virus or damage the network, and if in doubt to ask **[insert details]** first;
- Not connect to the network with a personal mobile device, e.g. laptop, console, etc.;
- Respect copyright laws;
- Not use any form of chat rooms or use any software to chat with;
- Not sign up to any newsletters with my school email address;
- Report immediately any damaged equipment to **[insert details]**;
- Not send any anonymous messages or forward chain letters;
- Not use proxies to bypass our control software;
- Report to **[insert details]** any material or message that is unsuitable or is obscene;
- Not do anything that threatens or corrupts our ICT systems and to ask for assistance if unsure of, or need reminding of, the correct procedures whilst using the programmes e.g. close/shutdown procedures;
- Not install any software on our equipment unless approved by **[insert details]**;
- The academy checking my computer files and monitoring the internet sites I visit and the e-mails I send and receive for viruses, malicious code and unsuitable material;
- Not store personal files, such as music/video files, on the network;
- Attachments to emails being scanned using our virus software before any attempt is made to open the attachment;
- Where possible, portable devices such as laptops and tablets are connected to the network at least once a month;
- Abide by these rules and understand that if I break any my right to internet access and/or system access within the Academy may be withdrawn temporarily or permanently.

Appendix C: Loan of Equipment Letter

Address line one

Address line two

City/town

Postcode

Date

Dear parent,

RE: Loan of Equipment

Thank you for your request to take part in our Loan Scheme. Please read the conditions of use in this letter and complete the loan details below.

You and your child should be aware of the following **conditions of use**:

- Inform the school if there are any faults with the equipment immediately;
- Ensure nobody other than your child uses the equipment;
- Store the equipment appropriately and carefully;
- Understand you will be responsible for costs, should the equipment be damaged;
- Understand you may be charged if the equipment is lost or stolen;
- Return the equipment to the school once the loan agreement has come to an end;
- Ensure an appropriate level of insurance is in place, as the school's insurance does not cover equipment taken off site.

Families should be aware this loan is subject to the following school policies:

- Loan of Equipment Policy;
- Trust ICT Policy

Details of the Loan:

- Description of the item: XXX
- Associated items: XXX
- Serial number: XXX
- Agreed date of return: XXX

If you have any questions or concerns, please do not hesitate to get in touch with the office.

Yours sincerely,

In agreement with:

XXX
Headteacher

Name:

SIGNATURE REQUIRED ON TWO COPIES

Parent of:

COPY

Address line one
Address line two
City/town
Postcode
Date

Dear parent,

RE: Loan of Equipment

Thank you for your request to take part in our IT Loan Scheme. Please read the conditions of use in this letter and complete the loan details below.

You and your child should be aware of the following **conditions of use**:

- Inform the school if there are any faults with the equipment immediately;
- Ensure nobody other than your child uses the equipment;
- Store the equipment appropriately and carefully;
- Understand you will be responsible for costs, should the equipment be damaged;
- Understand you may be charged if the equipment is lost or stolen;
- Return the equipment to the school once the loan agreement has come to an end;
- Ensure an appropriate level of insurance is in place, as the school's insurance does not cover equipment taken off site.

Families should be aware this loan is subject to the following school policies:

- Loan of Equipment Policy;
- Trust ICT Policy

Details of the Loan:

- Description of the item: XXX
- Associated items: XXX
- Serial number: XXX
- Agreed date of return: XXX

If you have any questions or concerns, please do not hesitate to get in touch with the office.

Yours sincerely,

In agreement with:

XXX
Headteacher

Name:
Parent of:

SIGNATURE REQUIRED ON TWO COPIES

Appendix D: COVID19 Loan of Equipment Letter (No signature)

DATE XXX

Dear XXX (Subject of the agreement),

RE: COVID19 IT Loan Scheme (PUPIL NAME, DOB)

This scheme is designed to improve remote education through the loan of [insert details (the equipment)] during school closure.

By accepting the equipment, you are agreeing to our **conditions of use**. If you do not accept these conditions you should arrange for immediate return by

This loan is subject to the following academy policies available on our website:

- Loan of Equipment Policy and safety policy; Trust ICT Policy.

Full terms and conditions are outlined in our 'Loan of Equipment Policy'. In brief, these are:

- The equipment remains the property of [insert name of the academy] ("We/Us");
- You are responsible for costs, up to full value, should the equipment be lost, stolen or damaged;
- You must not open or tamper with the external casing of the equipment;
- You must store the equipment appropriately, carefully and securely;
- You must ensure nobody other than your child uses the equipment;
- You must not use the equipment for illegal or anti-social purposes;
- We are not responsible for any costs incurred through use of the equipment;
- You must inform us immediately if there are any faults with the equipment;
- You must return the equipment to us once the loan period has come to an end;
- We are not responsible for the loss or damage of any data on the equipment during the loan;
- We are not responsible for any damage to person or property resulting from use;
- We may view data held on the equipment. You must keep to the Acceptable Use Agreement.

All technical support and maintenance must be referred to 'support@bishopjustus.bromley.sch.co.uk'.

Details of the Loan:

- Description: XXXX (Value: £XXX) & charging lead (Value: £XX)
- Serial number: XXXXXXXXXXX
- Agreed return date: On re-opening, first day of return

If you have any questions or concerns, please do not hesitate to get in touch with the office.

Yours sincerely,

XXX
Headteacher