

TEESSIDE UNIVERSITY

**Advance Scheme (Student iPads and
Online Bookstore) Terms and
Conditions**

TERMS AND CONDITIONS



Legal & Governance Services, Teesside University, Middlesbrough TS1 3BA

1. DEFINITIONS

In these Terms and Conditions (“the Conditions”), the following Definitions shall have the meaning set out opposite.

Academic Year	1 August to 31 July
Device	an Apple iPad, with associated asset number and charging cable.
Collaborative Partner Institutions	Teesside University’s collaborative partners listed on its collaborative provision register – available here https://www.tees.ac.uk/sections/about/governance/partners.cfm
Eligible Students	As defined in clause 4.1
IT Policies	IT Policies available https://url.tees.ac.uk/pol .
New Entrant	A student commencing a new programme of study in the 2018/19 Academic Year
Online Bookstore	The online bookstore run on behalf of Teesside University by John Smith & Son Group Limited at: www.teesadvance.co.uk
Peripherals	Zagg (or equivalent) Case/Keyboard and cables.
Scheme	Advance Scheme (Student iPads and Online Bookstore)
Student	A Student enrolled a Teesside University Course deemed Eligible under the Scheme.
University	Teesside University of Middlesbrough TS1 3BX.

2. SCOPE

2.1 These Terms and Conditions set out:

2.1.1 The Scheme details;

2.1.2 The criteria and rules the University applies when determining Eligible Students for inclusion in the Scheme;

2.1.3 Details on how the Scheme is awarded to Eligible Students;

2.1.4 Obligations on Eligible Students under the Scheme.

3. SCHEME DETAILS

- 3.1 As part of the University's commitment to Learning and Teaching excellence, the University is rolling out the Scheme for the first time in Academic Year 18/19 for all Eligible Students to provide enhanced learning and teaching at Teesside University.
- 3.2 As part of the Scheme, Eligible Students will receive the Device and Peripherals as a learning tool that will be intrinsic to the way the University delivers its educational services.
- 3.3 Eligible Students will also receive £100 (one hundred pounds) credit per academic year (up to a maximum of £300 (three hundred pounds)) to purchase relevant course textbooks from the Online Bookstore. This is subject to Eligible Students successfully progressing on their course and excludes Eligible Students that are repeating a year.

4. **ELIGIBILITY CRITERIA**

- 4.1 To be eligible for the Scheme, a Student must be a New Entrant enrolling on year 0 or 1 (excluding direct entrants onto years 2 or 3 or students repeating any year) as a full time undergraduate degree student for Academic Year 18/19 on a Teesside University course leading to an award of at least 360 credits delivered on Teesside University's Middlesbrough or Darlington Campus.
- 4.2 The Scheme is available to Home/EU and International students that meet the eligibility criteria.
- 4.3 The Scheme is not available to:
 - 4.3.1 students studying at one of the University's Collaborative Partner Institutions;
 - 4.3.2 students studying a Higher Degree Apprenticeship; or
 - 4.3.3 students studying on a health funded course.

5. **PERSONAL DATA**

- 5.1 The University will pass personal data of Eligible Students to its contractual partners XMA and John Smith and Son Group Limited for the purpose of enabling XMA and John Smith and Son Group Limited to process and administer the provision of Devices and the Online Bookstore to Eligible Students.

6. **DEVICE COLLECTION AND PERMITTED USE**

- 6.1 Eligible Students will be able to collect their Device as part of the on-campus enrolment process.
- 6.2 It is the responsibility of Students to manage and take care of their Device and Peripherals once issued. Legal ownership of the Device and Peripherals is not transferred to Students until they have completed their studies at which time clause 10 will apply.

- 6.3 Students are required to bring their Device to all scheduled teaching for the full duration of their studies, as it forms an intrinsic part of the learning and student experience at Teesside University.
- 6.4 The Device will come with core Apps already downloaded for teaching purposes. It is the responsibility of Students to ensure that core Apps are regularly updated.
- 6.5 An App for the Online Bookstore will be installed on Devices to enable Eligible Students access to the Online Bookstore directly.
- 6.6 Students are not permitted to change or install applications that prevents the Device from being used for its intended purpose.
- 6.7 When using the Device and connecting to the University's network, Students will adhere to the University's IT Policies <https://url.tees.ac.uk/pol>.

7. PERIPHERALS

- 7.1 Students are advised to use the Peripherals that come with the Device for optimum use. The University provides no warranty as to the appropriateness of any third party peripherals used with the Device.

8. EXIT FROM TEESSIDE UNIVERSITY PRE-COMPLETION OF STUDIES

- 8.1 If a Student withdraws from the University or is withdrawn by the University for any reason whatsoever, or excluded under the University's Disciplinary Regulations, before completion of studies, he/she will be required to return the Device and its Peripherals to the University within 7 days from the withdrawal/exclusion date.
- 8.2 The University reserves the right to charge the Student for the cost of the Device and the Peripherals in the event a Student fails to return the Device (working and undamaged) within such timescale.

9. LOST, DAMAGED, BROKEN IPADS

- 9.1 Upon receipt of the Device and Peripherals, it is the Student's responsibility to maintain it and ensure it is charged and in working order for scheduled teaching.
- 9.2 Students are required to enable the 'Find my iPad' feature, to help locate their Device in the event of loss or theft. Thefts should be reported to the Police, and a crime number obtained and reported to the IT Service Desk (01642 342220 / ithelp@tees.ac.uk).
- 9.3 In the event that the Device or its Peripherals becomes lost or damaged, it is the Student's responsibility to repair or replace it as appropriate. Students are advised to consider taking an appropriate policy of insurance to cover the risk of loss, damage or theft and to help meet the cost of replacing the device.

- 9.4** The Device benefits from a 3 year manufacturer's warranty. In the event of any qualifying defects arising within this period, Students should contact the IT Service Desk (01642 342220 / ithelp@tees.ac.uk) to seek support.
- 9.5** Where a device needs to be replaced by the student the University may be able to assist by supplying a replacement Device at a reduced price.

10. BACKGROUND MANAGEMENT OF THE DEVICE

- 10.1** The Device will be managed by the University (or its agents) until the student completes their studies when clause 10 will apply.
- 10.2** In managing the Device, the University will:
- 10.2.1** Install and maintain core teaching applications on the Device;
- 10.2.2** Install course specific applications on the Device that have to be purchased by the University;
- 10.2.3** Ensure the Device is correctly configured to work in the University environment;
- 10.2.4** Disable the Device should it become lost or stolen – preventing others from using or accessing it.
- 10.3** The rights reserved in clause 9.2 do not give the University access to any personal information stored by Students on the Device itself.
- 10.4** The University does not prescribe the Apple ID that Students use on the Device nor control what additional Apps Students may choose to install on the Device.
- 10.5** Students should set at least a 6 digit passcode to protect access to their Device.

11. COMPLETION OF STUDIES

- 11.1** Upon the completion of studies at the University, Students can retain their Device, however, some software and applications on the Device will stop working because they are licenced by the University for educational purposes. Students wishing to continue use of some Apps may need to purchase a further licence directly with the provider of such Apps.

12. ONLINE BOOKSTORE CREDIT AND USE

- 12.1** Eligible Students, upon accepting these Terms and Conditions, will be sent an email from John Smith and Son Group Limited advising the username and password for their account on the Online Bookstore. Eligible Students will be provided with £100 (one hundred pounds) credit to spend in that Academic Year. Funds credited to the Online Bookstore can be used throughout an Eligible Student's undergraduate programme of study. Further credits of £100 will be made per Academic Year (up to a maximum of £300 (three hundred pounds)) subject to successful course progression and excluding Eligible Students repeating a year.

- 12.2** Where there is unspent credit in the Online Bookstore at the end of the Eligible Student's first and second year of study, this will be carried forward for years two and three of study, where full re-registration for subsequent years is made by an Eligible Student.
- 12.3** Where an Eligible Student spends the full £100 credit in the Online Bookstore for that particular Academic Year, no further funds will be credited by the University in that Academic Year. Any further purchases made by an Eligible Student in the Online Bookstore will be funded personally.
- 12.4** In the event of an Eligible Student interrupting their studies, any unspent credit within the Online Bookstore will be suspended until such time when the Eligible Student's registration is reactivated, provided they continue to meet the Eligibility Criteria. If the Scheme is no longer in existence upon an Eligible Student's return, or an Eligible Student no longer meets the Eligibility Criteria, any unspent credit within the Online Bookstore will no longer be available.
- 12.5** In the event that an Eligible Student withdraws or is withdrawn from their course, their access to the Online Bookstore will be revoked. Any unspent credit will no longer be available.
- 12.6** Where an Eligible Student completes their course, any unspent credit in the Online Bookstore will be available until the date of leaving the course, after which time, access to the Online Bookstore will cease and any unspent credit will no longer be available. (Credit is non-transferable to any further study which an Eligible Student may undertake at the University.)
- 12.7** Where it is identified that a student has incorrectly been provided with access to the Online Bookstore, in the event of an erroneous payment being made, access to the Online Bookstore will cease. The student will be notified and any remaining credit will no longer be available.
- 12.8** In the event of misuse of the Online Bookstore, including where an Eligible Student is found to have attempted any sort of fraudulent activity, the University reserves the right to withdraw unspent credit, and/ or cease access to the Online Bookstore.

13. RIGHTS RESERVED

- 13.1** The University reserves the right to amend or withdraw the operation of the Scheme at any time.