

TEESSIDE UNIVERSITY

**Advance Scheme (Student iPads
and Online Bookstore) Terms and
Conditions - 2021/22**

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 Teesside University Course deemed Eligible under the Scheme under 4.1 in the 2021/22 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	Case/Keyboard and cables.
Scheme	Advance Scheme (Student iPads and Online Bookstore)
Student	A Student enrolled on a Teesside University Course deemed Eligible under the Scheme under 4.1.
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 Academic Year 21/22 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. Students that complete their studies are able to keep their Device and Peripherals at the end. Student's that withdraw early must return the Device in accordance with clause 8.

3.2.1 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 materials from the Online Bookstore. This is subject to Eligible Students successfully progressing on their course and excludes Eligible Students that are repeating a year, on a sandwich year and students on their final year of study on an integrated masters programme. Direct entrants on to Year 3 are eligible for £100 credit to purchase course materials from the Online Bookstore however this excludes year 3 students repeating year 3 or progressing to year 3 following a repeat year 2 study.

4. **ELIGIBILITY CRITERIA**

4.1 To be eligible for the Scheme, a Student must be a New Entrant enrolling on year 0 or 1 and direct entrants onto year 2 (excluding direct entrants onto years 3 or students repeating any year) as a full time undergraduate degree student for Academic Year 2021/22 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 University reserves the right to extend or withdraw the Scheme at its discretion and 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.

4.3.4 Students studying on a post-graduate 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.

- 5.2 The University may process limited personal data for its own purposes, including whether or not the device has checked in with our server, which may be used for proxy engagement. The University's Privacy Notice provides further information for Students on how student personal data will be used.
- 5.3 The University may collect data on device usage and characteristics for the purposes of continuous improvement of the service and device recovery this includes application installs, operating system version, connection status and frequency.

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. Devices must be collected within 12 months of the start of the Academic Year. Failure to collect before this date will mean your Device is no longer available and it shall be subsumed into the University's loan bank for use by other students wishing to loan a Device.

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.

- 6.2 In circumstances where a Device is damaged to the point upon which it is objectively unsafe to use or no longer fit for purpose it must be returned to the University as soon as practicable and a replacement loan Device may be issued at the discretion of the University for the remainder of the Student's studies.
- 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 or circumvents the Device and/or software security (including but not limited to jailbreaking).
- 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 the full programme to which they enrolled, 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 the timescale set out in clause 8.1.

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. Where a device needs to be replaced by the student the University may be able to assist (at the University's discretion) by supplying a replacement Device at a reduced price.
- 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 The University or its partners may use Global Positioning System (GPS) coordinates and IP address(es) reported by the device to locate a device that has been reported lost. Devices are not GPS locatable unless they are placed in Lost Mode and the Student has enabled 'Find My' and location services.

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 or the device is not returned in a agreed time after a student withdraws from studies – 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 The University reserves the right to restrict and/or withdraw applications and functionality where deemed necessary
- 10.6 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 the full programme to which they enrolled, Students can retain their Device, however, some software and applications on the Device may stop working or be removed 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.
- 11.2 For the purposes of clause 11.1, the achievement of an interim or fall back award at any point other than the final year assessment board shall not be considered completion of a full programme.

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, on a sandwich year or in their final year of an integrated masters.

- 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.