

# Te Hīnaki

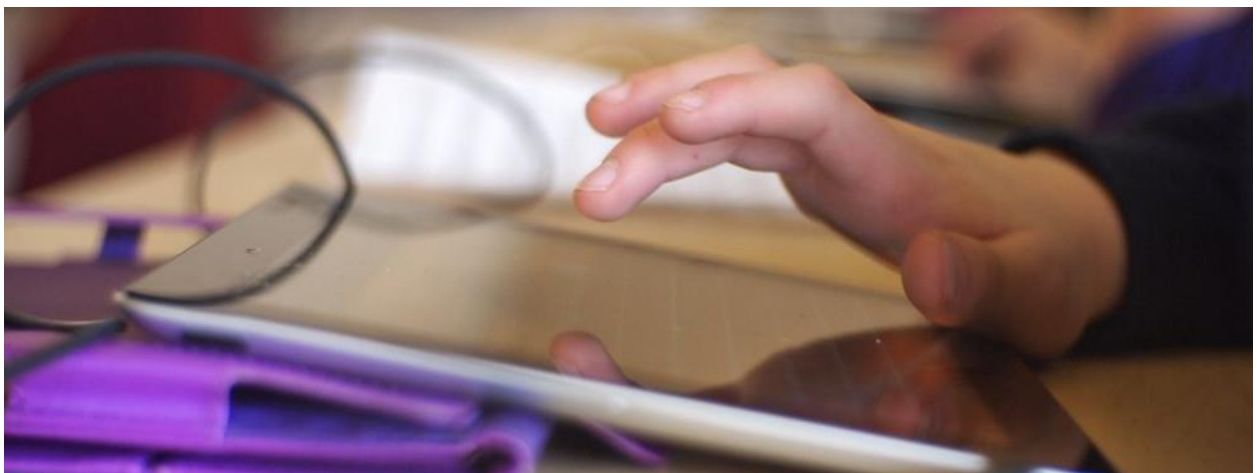
## Education Trust

### TE HINAKI EDUCATION TRUST

GUIDING OUR STUDENTS TO A CONNECTED FUTURE

## Parent / Caregiver Information Pack

“to engage the children and their families with learning both at school and at home by providing the opportunity to access appropriate learning tools, computers and programs so that the children and families can benefit from these anytime, anywhere.”



[www.tehinaki.nz](http://www.tehinaki.nz)

[TE HINAKI EDUCATION TRUST](#)

## **CHROMEBOOK COMPUTER PROGRAMME – PARENT / CAREGIVER PACK**

Te Hinaki Education Trust is a Charitable Trust that has been established to help achieve great educational outcomes for all students in the Horowhenua District. Te Hinaki Education Trust aims to achieve this through the support of:

- Parent, caregiver, whanau and community engagement;
- Effective teaching practice; and
- Equitable access to Information Technology

Te Hinaki Education Trust, in collaboration with the schools in the Horowhenua District aim to engage the children and their families and whanau with learning both at school and at home by providing the opportunity to access appropriate learning tools, computers and programmes so that the children and families can benefit from these anytime, anywhere.

Te Hinaki Education Trust is going to help raise levels of educational achievement and technological capability of children and families in the Horowhenua communities.

One of the aspects of achieving the Trust's objectives above is to ensure that all children in the Horowhenua have access to their own digital device.

Te Hinaki Education Trust has been able to source computer devices at an exceptionally competitive price and has bundled the price with insurance and warranties and accessories.

We understand that Chromebooks are costly and we have worked hard with a group of community people to set up a Trust to support families. The Te Hinaki Education Trust (THET) enables families to purchase these devices through a number of channels for all students to have ready access to them. This also means that the devices will be used at school and taken home each night for families to use.

### **Bundle Price – COST = \$550.00**

The bundle includes:

- 3 year extended warranty
- 36 months insurance
- Bag/Sleeve

### **Payment Options**

These options include paying off the Chromebook:

- Over 1, 2 or 3 years;
- Weekly, Fortnightly or Monthly via direct debit; or
- Paying outright with a one-off payment

## **Insurance:**

All devices purchased through the Trust include 3 year extended warranty insurance cover for accidental loss and accidental damage. For example, if your child tripped and dropped the device cracking the screen, this would be sent back, repaired and returned to your child. This extended warranty also still applies should your child change schools.

If your child's device is broken it may be repaired under the manufacturer's warranty or under insurance, or at your cost if neither the warranty nor insurance cover apply.

If your child's device is broken, please contact your child's school as the school will be able to advise or arrange repair.

## **Taking care of the device:**

Your child's device is an expensive piece of electronic equipment and great care should be taken with it:

- Never leave the device unattended, even for a short time.
- Always lock it away when not using it.
- Keep drinks and water bottles well away from the device.
- Never leave the device in an unlocked vehicle, even for a few minutes.
- Even in a locked vehicle, keep the device out of sight, preferably in the boot.
- Always carry the device in its bag or sleeve.
- Always look after your bag – everyone knows what's inside.
- Insurance does not cover negligence, abuse, or malicious damage.

Please note that devices that have not been paid for and have not been returned to THET can be classified as stolen.

As well as being insured, the Trust will have a number of loan devices that your child can use while their device is being repaired. This will ensure that students will not miss out on valuable learning opportunities during the repair period.

## **Safety**

Each device will come with a soft-shell carry bag to ensure safety, as the device will be taken home each night where families can use them also.

## **Internet Safety**

A Chromebook is a device that works via access to the internet.

It does not have controls within it that manage access to content on the internet.

Controls can be applied via either the internet supply or a management programme that can be applied to the device called the Chrome Management Console.

Your child's access to online content at school is managed in 2 ways:

1. While using the School internet connection, content is managed by an organisation called N4L.

N4L's Web Filtering helps schools create a safer online environment for staff and students. Included as part of each school's Managed Network connection package, N4L's Web Filtering helps provide a layer of defence between students and internet-based threats. Schools remain in control of what happens on the internet by tailoring their web filtering setup to meet their own specific needs. You will need to discuss the specifics of your school's set up with your school.

2. The school login is another layer. This applies when the student logs in on their school account even if they are on another internet connection e.g. at home or a friend. Where the 'guest user' login or a personal Gmail account login is used this layer does not apply. Again, your school can tell you how their system is set up.

Other controls can be applied to your home internet connection through your modem. Please contact your internet service provider for details  
Further information can also be found at [www.netsafe.org.nz](http://www.netsafe.org.nz)

Education about how to keep safe online is the best way to keep students safe, remembering that their Chromebook is unlikely to be the only device they will use to access the internet. At school, all teachers are responsible for internet safety as part of device use in the classroom. Parents / caregivers will also be required to attend ONE training session to help them use the device when at home. This is called the KAWA of CARE.

If you think of it like the Chromebook being an open door, anything can pass through. The Chrome Management Console is like a screen door that stops a lot of things passing through. The Chrome Management Console also provides a more robust system to monitor and keep track of where students are visiting online. There may be an additional cost associated with added controls. Some Schools may already be using the Chrome Management Console programme. If the Chrome Management Console is applied to your device, the school will become the Manager of your device while you remain at that school.

Please contact your child's school for further information

### **Safety Tips:**

*Set Expectations* – talk to your child about the type of behaviours you would like them to adopt. For example, how long should they spend online, what apps and social media sites you'd like them to use and what is appropriate content to view?

*Understand what they do online* – talk to your child about what they're using the internet for. What's involved? Who's in their network? What information do they share? Are they using the internet to learn? To communicate and create friendships with others? To create music or videos? Really listen to what they have to say. Showing an interest in the things they do helps to build an understanding of what their online world looks like and creates an environment that makes it easier to have more difficult conversations about in the future.

*If you don't understand it, try it* – you need to understand the technology to better understand what your child experiences online. Explore the websites and apps your child uses to improve your knowledge, and take time to read terms and conditions.

*Set a good example* – how often do you use your laptop or smartphone at the dinner table? How many angry posts have you published? Take a look at the way you use technology while young people are around. If you see something that troubles you – change it.

*Teach them the basics* – once your knowledge is up to scratch, teach them the basics of online safety:

- Strong passwords – a strong password helps protect the information in your online profiles or accounts. Teach your child how to choose strong passwords, by reading how to choose a good password.
- Information to protect online:
  - Login details and passwords
  - Bank account details
  - Home address
  - Phone numbers
  - Birthdate
  - Personal information that could be used to guess security questions for online accounts.
- Not everything is as it seems – it can seem like common knowledge to adults, but sometimes children don't understand that people are not always who they say they are online. Talk to them about friending or communicating with people they don't know offline.
- Digital footprint – teach your child that they need to think about what they post online, and what they post online leaves a “digital footprint” about them.

*Online Bullying* – one in five people in New Zealand have been the target of online bullying. Teach your child what to do if they're targeted online, so they have the tools to deal with it if it happens. Ask them what advice they would give a friend who was experiencing online bullying. This is a good way to understand how they would deal with these kinds of situations if they were to experience it themselves. Make sure you also talk to them about how you expect them to behave towards others online:

- Let them know that if it's not acceptable offline, then it's not acceptable online.
- Ask your child to think about the person on the “other side” of the screen.
- Lead by example – think about how you're behaving toward others online.

*What if something does happen?* – let them know the options that are available to them – talking to a trusted adult, their school or Netsafe. Netsafe has a team of friendly people offering free and confidential advice for everyone in New Zealand. They can help you people with online bullying, abuse, harassment and other challenges they might face online.

If they come to you for help, count to ten before you react. When young people ask for help from adults it is important to understand this was a big decision. If you overreact or take away the technology, then you're less likely to be the first “port of call” next time something happens. It is better to focus on fixing the issue, not on punishing or confiscating their device.

We suggest that you check out the Netsafe website [www.netsafe.org.nz](http://www.netsafe.org.nz) or call free on 0508 638 723

## **Set Up and Configuration**

When you purchase a Chromebook through the Trust it comes configured and ready to use.

## **Chromebooks at the Next School**

Most year 7 schools, and all three local Secondary Schools have made a commitment to joining the Trust. This means that students may be able to use these when they move through to their next school.

## **KAWA of CARE**

This is an agreement between students, parents / caregivers and schools to ensure the best care and responsibility is exercised when using the Chromebook. All parents will need to attend one workshop which will explain how to access the internet, be a responsible user and develop safe handling procedures. At this meeting parents /caregivers and students will sign an agreement which enables your child to take their device home.

## **Signing Up Process**

It is a good idea to look over these documents at home. There are some parts that children need to sign too. Parents will need to bring in the forms to complete at school which will take approximately 20 minutes. The following documentation is required to complete the initial part of the process:

1. Identification (Driver's license, passport, community services card, student ID card).
2. Proof of bank account number, e.g. deposit slip or printout of account number or statement.
3. \$50.00 deposit.

The forms will be given to the Trust's administrator who will allocate the Chromebooks and deliver them to school for the child to use.

When the Parent / Caregiver Education Session is completed then the Chromebooks will be available to take home.

Parents / Caregivers need to make contact with the school and book a time to sign up.

## **Defaults on Payment:**

Whilst the credit contract is between Te Hinaki Education Trust and you, the parent/caregiver, Te Hinaki Education Trust authorises each school to undertake debt recovery action, should you miss a payment for your child's device.

Each month a list is sent from Te Hinaki Education Trust to the school office administrator. The school will contact you regarding payments missed for your child's device.

Parents/caregivers that do not pay put financial pressure on Te Hinaki Education Trust and this may also put at risk Te Hinaki Education Trust's ability to provide devices to other students in the future.

Should you find yourself in financial hardship, please contact your child's school or Te Hinaki Education Trust to discuss your situation and options.

## **KAWA OF CARE 2017**

The Kawa of Care is an agreement between students, parents and schools to ensure the best care and responsibility is exercised with the device during each student's time in the Te Hinaki Programme.

There are three important areas to acknowledge as a user of the device:

### **1. Responsible use agreement**

- Student
- Whanau

### **2. Device to Home**

- Connecting to the Internet
- Whanau Engagement

### **3. Insurance**

- User Conditions

Please read through each area of the Kawa of Care and initial in the labelled section to acknowledge you understand and agree to the terms.

## **Responsible Use Agreement**

### **Student agreement**

- I will respect the equipment (my device, power charger and bag/sleeve) by always looking after it and keeping it safe.
- I will respect others by always using this device to interact with anyone in a kind, positive and helpful way.
- I will make the most of this opportunity to learn new things and to share these with others.
- I will always be in the right place, at the right time when I am online. If in doubt I will ask my teacher or parent.
- I will protect my password and keep it completely secret.
- I will log out when I am not using my device.
- When I take my device home, I will keep it safe when I am not using it.
- When I take my device home, I will make sure I bring it to school to use in the same condition that I was given it.
- Once I am able to take the device home, I will bring it back to school every day, charged and ready to use.

### **When using your device**

- No food or drink is allowed near your device.
- If you are charging your device while using it, you must work in a space so that no one will be able to walk or damage your charger. Make sure the cables will not create a hazard to the device or other people.
- If you are working at a table, keep your device away from the edges and other contents that could lead to the damage of your device.

- If you are working on the floor, choose a space where people can see you so they don't trip over and hurt you, themselves or the device.
- If you leave the classroom or house your device must be locked in the chosen safe place.

### **When moving your device**

- If you are passing your device to anyone or carrying your device in the classroom you must:
  - Ensure the lid is closed.
  - Carry it with two hands.
  - Only carry one device at a time.
- When devices are being carried anywhere outside:
  - They must be inside their bag.
  - The bag must be carried by its handles OR inside a suitable school bag/backpack.
  - It must be protected from rain and wet or damp conditions at all times.

Student Initial:



### **Parent / Caregiver Agreement**

- I will use only the guest account when using my child's device for my own use.
- If I am unsure about using the device, I will attend a parent training workshop to ensure that I have basic skills to aid my child's use at home.
- I will ensure we apply Cyber Safety values at home. If I am unsure of Cyber Safety values, I will attend a parent education workshop
- I will interact with my child's learning in a kind, positive and helpful way.
- I will respect the terms of the Credit Sale Agreement by:
  - Ensuring payments are upheld as agreed to in the Credit Sale Agreement.
  - If I leave the cluster, ensure the outstanding amount is paid in full in order to keep the device OR ensure any outstanding debt is paid off and the device returned to the school in good working order (incl. bag and charger). I understand that I may not be reimbursed for the payments I have made.
- I will respect the terms of the “Kawa of Care” and ensure my child is encouraged to be a responsible user.
- I will work with my child to keep all equipment safe when it is at home.

### **School Agreement**

- To offer technical support for students’ devices where applicable.
- To ensure the classroom environment adheres to the CyberSafety curriculum.
- To support caregivers in engaging with student work.

Parent / Caregiver Initial:

### **Device to Home - Connecting to the Internet**

The aim of the Te Hinaki Programme is to have all our students who live in the area able to connect their Te Hinaki device to the internet.

Te Hinaki Education Trust will use its best endeavours to find solutions to solve problems where broadband is not freely available.

### **Insurance**

The Te Hinaki Programme includes insurance provision in the event of unintentional damage or loss of the device. This is part of the package you signed up for when you purchased the device. All devices must have a safe place for charging and storage.

### **Te Hinaki Whanau Engagement – Parent/Caregiver Education Workshops**

Parents / Caregivers are required to complete Parent Education Workshop before their child's device goes home. This training will give helpful and informative teaching to ensure the device is used as agreed to in the Kawa of Care. It also supports parents to increase their own computer skills.

Please note: Parent Education Workshops can be run through the Te Horowhenua Trust (Te Takere) in conjunction with schools and the Te Hinaki Education Trust. Information about these sessions will be communicated through your schools.

**Te Hinaki Education Trust**

**Device to Home Agreement (PARENT TRAINING)**

It is acknowledgement that the parent /caregiver completed the Parent Education Workshop

**At:**

**Facilitated by:**

**Date:**

**An agreement has been made between:**

School:

\_\_\_\_\_

Student:

\_\_\_\_\_

Date: \_\_\_\_\_

Parent / Caregiver:

\_\_\_\_\_

Date: \_\_\_\_\_

Student Name: \_\_\_\_\_

**CREDIT SALE AGREEMENT: TAX INVOICE**

<b>VENDOR ("us" or "we" or "our")</b>	<b>TE HINAKI EDUCATION TRUST</b> registered in New Zealand as a charity (Registration Number CC51920)  GST Number: 117-157-547																																																																						
<b>PURCHASER ("you" or "your")</b>	<b>Name:</b>  <b>Address:</b>  <b>Phone:</b> <b>Email address:</b>																																																																						
<b>DESCRIPTION OF GOODS THE GOODS</b> <ul style="list-style-type: none"> <li>• HP Chrome Book with Bag/Sleeve.</li> <li>• 3 year extended warranty.</li> <li>• 36 months insurance.</li> </ul> Serial number _____	<b>FINANCIAL DETAILS (GST INCLUSIVE)</b> CASH PRICE:\$550.00 LESS CASH DEPOSIT: \$50  AMOUNT OF CREDIT: \$500.00  Total interest at an annual interest rate of 12.5% per annum:																																																																						
<b>BALANCE TO BE PAID (INCL GST)</b>	Balance of \$500.00 is to be paid on the following basis (please tick the appropriate option) <table border="1" data-bbox="486 996 1383 1433"> <thead> <tr> <th>Option</th> <th>Term (months)</th> <th>Number of payments</th> <th>Payment frequency</th> <th>Payment amount per payment</th> <th>Total Interest</th> <th>Total Payments</th> </tr> </thead> <tbody> <tr><td>1</td><td>12</td><td>52</td><td>Weekly</td><td>\$10.28</td><td>\$34.56</td><td>\$534.56</td></tr> <tr><td>2</td><td>24</td><td>104</td><td>Weekly</td><td>\$5.46</td><td>\$67.84</td><td>\$567.84</td></tr> <tr><td>3</td><td>36</td><td>156</td><td>Weekly</td><td>\$3.86</td><td>102.16</td><td>602.16</td></tr> <tr><td>4</td><td>12</td><td>26</td><td>Fortnightly</td><td>\$20.56</td><td>\$34.56</td><td>\$534.56</td></tr> <tr><td>5</td><td>24</td><td>52</td><td>Fortnightly</td><td>\$10.92</td><td>\$67.84</td><td>\$567.84</td></tr> <tr><td>6</td><td>36</td><td>78</td><td>Fortnightly</td><td>\$7.72</td><td>\$102.16</td><td>\$602.16</td></tr> <tr><td>7</td><td>12</td><td>12</td><td>Monthly</td><td>\$44.54</td><td>\$34.48</td><td>\$534.48</td></tr> <tr><td>8</td><td>24</td><td>24</td><td>Monthly</td><td>\$23.66</td><td>\$67.84</td><td>\$567.84</td></tr> <tr><td>9</td><td>36</td><td>36</td><td>Monthly</td><td>\$16.73</td><td>\$102.28</td><td>\$602.08</td></tr> </tbody> </table> _____ consecutive _____ instalments of \$ _____	Option	Term (months)	Number of payments	Payment frequency	Payment amount per payment	Total Interest	Total Payments	1	12	52	Weekly	\$10.28	\$34.56	\$534.56	2	24	104	Weekly	\$5.46	\$67.84	\$567.84	3	36	156	Weekly	\$3.86	102.16	602.16	4	12	26	Fortnightly	\$20.56	\$34.56	\$534.56	5	24	52	Fortnightly	\$10.92	\$67.84	\$567.84	6	36	78	Fortnightly	\$7.72	\$102.16	\$602.16	7	12	12	Monthly	\$44.54	\$34.48	\$534.48	8	24	24	Monthly	\$23.66	\$67.84	\$567.84	9	36	36	Monthly	\$16.73	\$102.28	\$602.08
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<b>DATE OF FIRST PAYMENT</b>	_____																																																																						
<b>PLACE OF PAYMENT</b>	All payments due under this Agreement must be made by direct debit authority, as requested by us. If a direct debit authority is not established, then until it is payment will be made to our bank account (account number 020668 0088866 00) at the BNZ Bank, or to any other place or account notified to you by us.																																																																						
<b>VERIFICATION STATEMENT WAIVER</b>	You waive the need for us to forward to you a copy of any verification statement in respect of any financing statement or financing change statement registered under the Personal Property Securities Act 1999 ("PPSA") by us in connection with this Agreement, or prior arrangements with us. Unless otherwise advised, the first signatory below will be your contact person for the purposes of PPSA.																																																																						
<b>NOTICE OF QUALITY</b>	You acknowledge that before this Agreement was entered into, the following defects in the goods were specifically drawn to your attention and accepted by you:  _____																																																																						

<b>ACKNOWLEDGEMENT</b>	You agree that prior to you taking possession of the goods, you have received and read a copy of this Agreement including the Terms and Conditions and that you agree to all the terms of this Agreement.
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This credit sale agreement between the Vendor and Purchaser records that the Vendor agrees to sell to the Purchaser the goods and the Purchaser agrees to pay the Vendor the total balance to be paid on the Terms and Conditions set out in this Agreement.

**Principal Terms:** Details of Parties and Financial Terms

<b>SIGNING DATE</b>	Dated: _____
<b>EXECUTION</b>	EXECUTED by you:
_____ Name of School:  Confirms that the School agrees to the vendor entering into this Agreement and has identified the vendor as the parent/caregiver/purchaser of the child for whom the goods are being purchased for the benefit of  Signed by  _____ Name of School  <b>Date:</b>	_____ Your Signature  _____ Your Name  EXECUTED for and on behalf of the Trust (us) by:  _____ Trustee's Signature  _____ Trustee's Name
	_____ Trustee's Signature  _____ Trustee's Name

## Terms and Conditions of Agreement

### 1. Effect of Agreement and Acknowledgments

1.1. You have inspected the Goods and enter into this Agreement in reliance on that inspection and your own judgment as to the quality of the Goods and the fitness of the Goods for your purposes.

1.2. You acknowledge that we do not guarantee that the goods are of any particular quality.

1.3. Clauses 1.1 and 1.2 do not apply if the Consumer Guarantees Act 1993 applies to this Agreement.

1.4. The Personal Property Securities Act 1999 ("**PPSA**") applies to this Agreement. Some provisions of Part 9 of the PPSA can be overridden by this Agreement. Those provisions of Part 9 of the PPSA are known as "non-mandatory" provisions. If any provision of this Agreement is inconsistent with those "non-mandatory" provisions of the PPSA, this Agreement prevails. In that case, we may exercise any powers given by the PPSA to a secured party that has priority over all other secured parties, even if we are not a first ranking secured party.

1.5. Sections 121, 127, 129, 131, 133 and 134 of PPSA do not apply in respect of this Agreement or your rights in respect of the Goods.

1.6. We have purchased the Goods from a third party ("**Third Party**") so that we can sell them to you. You acknowledge that this Agreement is subject to:

(a) our agreement with the Third Party in respect of the Goods; and

(b) the rights that the Third Party has in the Goods or under our agreement with the Third Party.

1.7. Please let us know in writing if you would like a copy of our agreement with the Third Party. We will provide one to you on your request.

1.8. You will grant us a security interest (as defined in the PPSA) in the Goods and any proceeds (as defined in the PPSA) of the Goods as security for the due punctual payment and performance of all your obligations to us under this Agreement.

1.9. In this Agreement the term "us" includes our assignee, agents and authorised representatives.

### 2. We/Third Party Owns the Goods until paid

Under our agreement with the Third Party, they retain ownership of the Goods until we pay for the Goods in full. You acknowledge this arrangement. You do not obtain title of the Goods until the business day after:

(a) we obtain ownership to the Goods under our agreement with the Third Party; and

(b) you have paid us in full.

### 3. Payment by You of Amounts Due

3.1. You will duly punctually and without demand pay to us the payments mentioned in the Principal Terms by:

(a) paying the Cash Deposit to us when you sign this Agreement; and

(b) paying to us the Instalment Payments on the Payment Dates using the Payment Method or such other payment method as we may designate to you in writing.

3.2. All payments must be made without deduction, counterclaim or set off and not withstanding any damage to or loss of the goods (other than withholding or deduction required by law). If for any reason, any deduction or withholding for or on account of any Tax (a "Tax Payment") is required by law to be made from or in relation to any amount paid or payable by the Purchaser under the Agreement, the Purchaser will gross up the amount by paying to the Vendor such additional amount which, after the Tax Payment, will result in the net amount recoverable by the Vendor being the same as it would have been absent any requirement to make such Tax Payment. For the purposes of this clause, "Tax" has the following meaning:

Any present or future charge, deduction, duty, excise, fee, impost, levy, rate, surcharge, surtax, tax or withholding of any nature, whether direct or indirect, by whatever method collected or recovered and whatever called, imposed, assessed or levied by the Crown or any governmental or fiscal authority by or in accordance with any legislation (together with any interest, additional tax, penalty, fine, charge or fee imposed or made in respect of any of the foregoing).

3.3. You will sign any documents authorising the payment of the Cash Deposit and Instalment Payments which we may from time to time request. Those documents may include a direct debit authority.

3.4. We will credit each payment accepted by us (including a full prepayment) to your account either (at our discretion):

(a) as soon as practicable after we receive the payment (in accordance with section 46(2) of the Credit Contracts and Consumer Finance Act ("**CCCFA**")); or

(b) other than in respect of a full repayment, in accordance with the Payment Schedule, regardless of whether or not the payment is of an amount that is equal to the amount of the next scheduled payment.

3.5. We will credit any full prepayment to your account as soon as practicable after we receive the full prepayment (in accordance with section 46(2) of the CCCFA).

**4. You will keep Goods in Good Order and Repair**

4.1. You will take good care of the Goods. This means you will keep the Goods in good order and repair at your cost.

4.2. If you or anyone else alters the Goods, or adds any item to them, the alterations and additions will belong to us or the Third Party (as appropriate), until you own the Goods (see clause 2).

**5. You will not Sell, Charge etc Goods or Assign Agreement**

Caregiver signature

5.1. You will not sell, hire out or part with possession of the Goods.

5.2. You will not assign your rights under this Agreement, unless we consent.

5.3. You will not give any security interest over the Goods to anyone other than us or the Third Party.

**6. You will Comply with Laws affecting the Goods**

You will keep the Goods registered or licensed if required and will comply with all laws in relation to the Goods.

**7. You will Notify Change of Address, Status or Serial Number**

You will notify us in writing at once of any change of:

- (a) your address;
- (b) the place where the Goods are kept; or
- (c) any registration or serial number for the Goods.

**8. We may Inspect Goods**

You will allow us, the Third Party or their agents to inspect the Goods at all reasonable times.

**9. Protection of our Interests**

9.1. If we incur any expense in respect of the Goods or in performing any of your obligations because you have not performed them, you will repay those expenses to us when we ask you to.

9.2. You irrevocably appoint us (including every trustee), severally to be your attorney to apply for new Certificate of Registration for the Goods, and to do on your behalf anything else that you ought to do under this Agreement.

**10. Repossession of Goods**

10.1. Subject to the provisions of the CCCFA, we or the Third Party (as appropriate) can repossess and sell, or organise the sale of, the Goods, or terminate this Agreement and sell, or organise the sale of, the Goods on 10 business days written notice to you if:

- (a) you do not perform any of the provisions of this Agreement;
- (b) distress, execution or warrant seizure is issued against, or a lien is claimed, in respect of the Goods or the Goods are otherwise at risk;
- (c) any court judgment against you remains unsatisfied for more than 7 days; or
- (d) you become insolvent or bankrupt.

10.2. If this Agreement is terminated (subject to clause 11), all unpaid amounts will become immediately payable, even if not otherwise yet due.

10.3. We may purchase the Goods at any sale under clause 10.1 in full or part satisfaction of the debt, and if the Goods are attached to any other goods, we may remove them without being liable to you.

10.4. We are not liable if, for whatever reason, less notice than that required by clause 10.1 is given before we exercise our powers or if we advise you of the result of any sale of the Goods by us later than required by the PPSA.

10.5. If our powers under clause 10 have become exercisable, you will be entitled to redeem the Goods before we sell them, by paying all amounts payable under this Agreement.

**11. Early Payment by You**

11.1. You may not prepay part of the outstanding balance under this Agreement unless we agree.

11.2. If we agree to you making a part prepayment, then the part prepayment must be in the minimum amount (if any) advised by us and such prepayment shall be credited pursuant to clause 3.4.

11.3. You may make a full prepayment of the outstanding balance under this Agreement.

- (a) the unpaid balance at the time of the full prepayment; and
- (b) any administrative costs incurred by the Vendor arising from such full prepayment or a charge equal to the Vendor's average administrative costs arising from full prepayments of agreements similar to this Agreement.

**12. Cancellation by You**

12.1. You can only cancel this Agreement:

- (a) if you have made a full prepayment pursuant to clause 11;
- (b) you are otherwise entitled by law to cancel this Agreement (other than pursuant to the CCCFA), in which case you must pay the amounts payable pursuant to clause 11, in respect of full prepayment, at the time of cancellation of this Agreement; or
- (c) as entitled by and pursuant to the CCCFA.

**13. Variation of Agreement**

No amendment to this Agreement will be effective unless it is in writing and signed by you and us.

#### **14. Offsets by Us**

If you do not make any payment when due, we can debit the amount to any other account you may have with us, or deduct it from any amount we owe you.

#### **15. Notices**

We will send notices under this Agreement to your address as shown in this Agreement.

#### **16. Collection, Use and Disclosure of Information**

16.1. From time to time we may collect and securely hold information about you. We will make every effort to keep personal details about you up to date. You may access and correct this information under the Privacy Act 1993.

16.2. We may use this information to:

- (a) consider your application for facilities, products or services;
- (b) administer, manage and monitor any facilities, products or services provided to you;
- (c) conduct market research, data processing and statistical analysis; and
- (d) unless you disagree, provide you with information about other facilities, products or services including selected third party products or services.

16.3. Any of our assignees may disclose information about you to their related companies (as defined by the Companies Act 1993), agents or contractors for the above purposes.

16.4. We may disclose information about you to credit reference agencies for the purpose of obtaining credit reports. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services.

16.5. If you default in any obligations to us then we may disclose information about you to credit reference or debt recovery agencies and it may be retained by them. Those agencies may provide that information to their customers who use their credit reporting services.

16.6. We may obtain information and make such enquiries about you as we consider is warranted from any source including from our related companies and credit reference agencies for the above purposes.

#### **17. Assignment**

We are entitled to assign or otherwise deal with all or any of our rights, title and interests under this Agreement. All of our rights under this Agreement will endure for the benefit of any of our assignees.

#### **18. Privacy Clause**

This Agreement is governed by the Privacy Act 1993. This means that any personal information obtained in relation to this Agreement about you or your children will be kept private between the School and Te Hinaki Education Trust. For the avoidance of doubt School includes your child's current school and any other School your child may attend which participates in the Te Hinaki Project.

It is important that any information you provide in relation to this Agreement is true and correct to the best of your knowledge so that Te Hinaki can offer the best service to you and your child under this Agreement.

You have the right to access your or your child's information at any time to check it is correct. If there is an error you have the right to request that the error be corrected however the School and Te Hinaki have discretion as to whether this will be corrected. Where a request for change is denied a note will accompany any information that the School or Te Hinaki do not update.

The School and Te Hinaki will, wherever possible, collect information from you directly however you agree where information is held by a third party such as a credit agency the School or Te Hinaki may contact that third party directly to obtain the personal information about you or your child.

You further consent to the sharing of you and your child's information in relation to this agreement between Te Hinaki and any School your child may which participates in the Te Hinaki Project.

The School and Te Hinaki will retain both yours and your child's personal information for up to seven years after the expiration of this Agreement. After this time the information will be destroyed.

By signing this Agreement you agree to the terms set out in this privacy clause.

**CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003**

**Disclosure Statement under  
Credit Contracts and Consumer Finance Regulations 2004**

**DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS**

Statement Date February 2016

**IMPORTANT** --- The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer credit contract. You should read it thoroughly. If you do not understand anything in this document, you should **seek independent advice**. You should keep this disclosure statement and a copy of your consumer credit contract in a safe place.

This disclosure statement must be provided to you within 5 working days of the day on which the contract is made. The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. Note that strict time limits apply.

**FULL NAME AND ADDRESS OF CREDITOR** This is the person providing you the credit

You may send notices to the creditor by: <ul style="list-style-type: none"> <li>• writing to the creditor at the creditor's postal address; or</li> <li>• sending a fax to the number specified (if any); or</li> <li>• sending an email to the address specified (if any).</li> </ul>	<b>TE HINAKI EDUCATION TRUST</b> Address: C/- PO Box 238, Levin 5540 Email:
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**CREDIT DETAILS**

**Initial unpaid balance**

This is the amount you owe as at the date of this statement (including any fees charged by the creditor).

\$500.00 made up of	\$550.00	<b>Purchase Price of Device and other goods</b>
	Less	
	\$50.00	Deposit

		<b>Total Advances</b> This is the total amount of all advances made or to be made to you: \$500.00
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**PAYMENTS – You are required to make each payment of the amount specified and by the time specified (please tick the appropriate option).**

Option	Term (months)	Number of payments	Payment frequency	Payment amount per payment	Total Interest	Total Payments	Selected option [✓]
1	12	52	Weekly	\$10.28	\$34.56	\$534.56	
2	24	104	Weekly	\$5.46	\$67.84	\$567.84	
3	36	156	Weekly	\$3.86	\$102.16	\$602.16	
4	12	26	Fortnightly	\$20.56	\$34.56	\$534.56	
5	24	52	Fortnightly	\$10.92	\$67.84	\$567.84	
6	36	78	Fortnightly	\$7.72	\$102.16	\$602.16	
7	12	12	Monthly	\$44.54	\$34.48	\$534.48	
8	24	24	Monthly	\$23.66	\$67.84	\$567.84	
9	36	36	Monthly	\$16.73	\$102.28	\$602.08	

**INTEREST**

<b>Annual interest rate</b> 12.5% fixed for the whole term of the contract	<b>Total interest charges</b> 12.5% fixed for the whole term of the contract. This is the total amount of interest charges payable under the contract: insert total interest from table above depending on option selected.
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## **CREDIT FEES AND CHARGES**

Other than interest, no credit fees or charges will be charged under, or in connection with, the consumer credit contract.

## **CONTINUING DISCLOSURE**

The creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided monthly

## **WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**

### **Security interest**

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.

**Security Interest:** Specific security interest in the Device provided under the consumer credit contract securing all of your obligations to the creditor.

### **Default interest charges and default fees**

No default interest or default fees will be charged under, in connection with, the consumer credit contract.

### **Full Prepayment**

No administrative costs or compensation relating to full repayment is payable to the creditor under, or in connection with, the consumer credit contract.

## **RIGHT TO CANCEL**

### **Statement of right to cancel**

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

### **How to cancel**

If you want to cancel this contract you must give written notice to the creditor.

You must also –

- (a) return to the creditor any advance and any other property received by you under the contract (but you cannot do this if you have taken possession of any goods or if you bought any property at an auction or if the contract is for the sale of services that have been performed; or
- (b) pay the cash price of the property or services within 15 working days of the day you give notice.

### **Time limits for cancellation**

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 3 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 7 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

### **What you may have to pay if you cancel**

If you cancel the contract the creditor can charge you –

- (a) the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and
- (b) interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to the creditor.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

## Frequently Asked Questions

### **Why should I spend money on a device?**

*There is growing evidence that young people today need the skills to work with information and communication technology to access information and keep pace with the world and employment they will be moving into.*

*Your school may have recognised this and be integrating devices into their education model.*

### **Will my child be able to bring the device home?**

*Yes. Once the contracts are signed and a parent/caregiver Education Workshop is completed, the device is yours to take home. If there is defaults on payments, the device may be required to remain at school while payments are caught up.*

### **What do I do if it breaks or is stolen?**

*Insurance is included in the deal, so contact your school and they will arrange for the device to be sent away for repair. Repair will not be covered by insurance if the damage is caused by spilling of food or drink or dropping the device while running around as described in the Kawa of care documents you will have signed. If the device is stolen, the Chrome management software included in the Chromebook package can be used by the school to disable the device so it is useless to anyone else. A message will appear on the device's screen if it is turned on the advice the user that it is locked and where it can be returned to. This process can be reversed if the device is found.*

### **Are there any other schools that do this type of thing?**

YES.

*There are many schools in NZ that have already moved to using 1:1 devices as a tool to achieve better outcomes for students. The Manaiakalani Project started in 2007 and has had exciting results.*

<http://www.manaiakalani.org/our-story/journey>

*Closer to home the Te Reanga Ipurangi and Te Mana o Kupe Trusts have launched in 2014 and are supporting the Te Hinaki project in the Horowhenua*

### **How can I keep my children safe online?**

*Cybersafety is a priority. As part of the sign-up process, families will learn about how help their children to be safe online, there will be ongoing reminders at school about the responsibilities that go with ownership of a digital device.*

[www.netsafe.org.nz](http://www.netsafe.org.nz) is a good reference.

*Also, whenever a child is on a school WIFI network it may be filtered by the school's Network for Learning (N4L) service which can be set to restrict access to non-educational sites such as Facebook. The Chrome management software can be used to manage sites that children access outside the school network. A parent can have a different log in to the device so restrictions don't apply to them. It is your device to use as you wish at home. Children will be encouraged to develop discretion and be responsible about how they use technology outside of school.*

### **What are the social effects of spending more time on a device?**

*These devices are tools that will be as effective as they make them. Some online social effects are beneficial, some are not. Schools and parents can work together to promote the wellbeing of students. As we all know physical activity has positive benefits for physical and mental health and there is now lots of evidence that it can improve academic outcomes for students. We can have the best of both worlds if we have a sensible balance.*

### **Will the teacher know how to use the devices in class?**

*One of the main focuses of the Te Hinaki Education Trust is to support great teacher practice. Many schools have already started using devices and sending staff on courses to upskill to make the most of the technology.*

*Each school may be a little different in the timing of its roll out but all Schools that are involved have committed to collaborating to achieve best teacher practice through sharing of resources and professional development opportunities. The Trust is also interested in the acceleration of student achievement and will be evaluating the effect of the programme as it develops.*

### **What happens if I don't want my child to have a device?**

*It is best to talk to your school about your concerns. There may be a simple solution. The project is for the benefit of the children so we are interested in your thoughts.*

### **When the device is paid off, do I own it?**

*Yes, the device is yours.*