

# BISHOPSTEIGNTON PARISH COUNCIL

## DEVICE USER AGREEMENT

**THIS AGREEMENT** is dated 1<sup>st</sup> January 2021 is made **BETWEEN:**

a) **Bishopsteignton Parish Council**, Community Centre, Shute Hill, Bishopsteignton, Devon TQ14 9QL (“**BPC**”)

**and**

b) \_\_\_\_\_, A Parish Councillor of Bishopsteignton Parish Council (“the councillor”)

**WHEREAS:**

1) BPC is to supply on loan the Device to the Councillor in relation to BPC business only.

Make: ----- Model: -----

Serial Number: -----

2) In reliance upon supply of The Device, you have agreed to accept the engagement on the terms and conditions of this Agreement.

3) BPC is to supply an email address for conducting parish business only with.  
Email address:

**IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretations**

**1.1.** In this Agreement where mentioned the following mean:

- |                     |  |
|---------------------|--|
| “Agreement”         | The binding contract between BPC and the Councillor.                       |
| “Commencement Date” | The date on which this Agreement comes into authority.                     |
| “the Device”        | A tablet with case and charger supplied to the Councillor by BPC.          |
| “BPC”               | Bishopsteignton Parish Council   |
| “the Clerk”         | The person appointed to represent BPC as its Proper Officer                |
| “the Councillor”    | A person elected or co-opted as a member of Bishopsteignton Parish Council |
| “Termination Date”  | Means at the end of membership as a Councillor to BPC                      |

2. BPC will supply the Councillor with the Device. This will be personally issued under signature of this agreement.

### **3. Safeguarding & Maintaining**

- 3.1. The Password to unlock the device must not be disclosed to any 3rd parties, including another Councillor.
- 3.2. Passwords to access applications on the device will meet the password complexity policy defined on the device.
- 3.3. The password created for any application/document contained on the device must be notified to the Clerk who will keep a secure copy for administration/monitoring purposes
- 3.4. Malfunctions or technical issues with the Device must be reported immediately to the Clerk to seek repair or replacement.
- 3.5. BPC reserves the right to monitor the use of the Device including using the devices GPS location.
- 3.6. The Device is only to be used in the connection with the BPC business. You must not sync the Device to any 3<sup>rd</sup> party device other than WIFI/broadband provided it is a secure network.
- 3.7. The Device is the property of Bishopsteignton Parish Council and will be subject to audit checks
- 3.8. All personalised changes to the Devices must be of an appropriate standard to be expected of an employee, Councillor or volunteer of BPC.

### **4. Care and Use of the Device**

- 4.1. The device issued to the Councillor is their responsibility and must not be loaned out to any other person. The device must be kept away from liquids and food.
- 4.2. Care must be taken in keeping the device clean and from being damaged.
- 4.3. The device must be switched off and stored in a secure place when not in use. You are responsible for keeping the device safe and secure at all times.
- 4.4. You are prohibited from removing the serial number or any other identifiers placed on the device by the BPC.
- 4.5. Whilst transporting the device anywhere, proper care must be given to ensure the device is well protected.
- 4.6. You must ensure the device is not left unattended anywhere in public, including in a vehicle or on public transport.

### **5. Lost, Damaged or Stolen device**

- 5.1. In the event of a loss, damage or theft of the Device BPC must be notified immediately.
- 5.2. The Councillor is responsible if due to negligence by them for any repair, replacement of any lost, stolen or damaged device.

### **6. Acceptable Use**

- 6.1. The Device issued must only be used for official Council Business purposes in accordance with Bishopsteignton Parish Council Policies, Standing Orders, Code of Conduct, Financial Regulations, Data Retention, Data Protection & Social Media.

**7. Prohibited Uses**

- 7.1. Accessing inappropriate materials. You are not allowed to send, access, upload, download, or distribute offensive, threatening, pornographic, obscene, or sexually explicit materials. All internet traffic is monitored, and active web filtering is enabled on all devices.
- 7.2. Illegal activities. Including the use of Bishopsteignton Parish Council email accounts for financial or commercial gain or for any illegal activity.
- 7.3. Violating copyrights. Items downloaded and synced to the Device must comply with copyright laws.
- 7.4. Misuse of passwords, codes or other authorised access. Any Councillor caught trying to gain access to another person’s account, files or data will be subject to disciplinary action.
- 7.5. Malicious use / vandalism. Any attempt to destroy the hardware, software or data of the device and you will be liable to replace the device to equal specification.
- 7.6. BPC reserve the right to remotely lock and disable access to the device of any Councillor who is in violation of the use as set out in this agreement
- 7.7. This is not an exhaustive list. If in doubt, contact the Clerk.

**8. Returning of the Device:**

- 8.1. The Councillor will return the Device to BPC on request or at the completion of the Councillors term of office.
- 8.2. The Councillor and the Clerk will both sign and date the receipt below on the return handover of the Device.
- 8.3. BPC will ensure the device is wiped remotely and restored to factory settings once all information relevant to parish business is retrieved.

**9. Acceptance:**

I have read, understood and agree to the User Agreement and acknowledge receipt of the Device

<b>On behalf of Bishopsteignton Parish Council</b>	
Name	Kim Ford
Position	Proper Officer/Clerk/RFO
Signature	
Date	

<b>The Councillor</b>	
Name	
Position	Parish Councillor
Signature	
Date	

**10. Receipt**

It is acknowledged that the Device

Make: ----- Model: -----

Serial Number: -----

has been returned to BPC on ----- (date)

**Returned by**

PRINT ----- (the Councillor)

SIGN -----

**Received by**

PRINT ----- (the Clerk)

SIGN -----

Master Copy