



Terms & Conditions

Introduction

These terms and conditions apply to the supply of services and goods by DSAJA Pty Ltd atf DSAJA Discretionary Trust (ABN 70 901 273 698) trading as Techcellence (“Techcellence”) (“we” or “us” or “our”) to you, the customer.

1 Definitions

In these conditions:

“**ACL**” means the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010*;

“**Conditions**” means these Terms and Conditions;

“**Customer**” or “**you**” means a person, firm or corporation, jointly and severally if more than one, that requests goods or services from us;

“**goods**” means all products and other goods (including any software) supplied by us to you or on your behalf;

“**Goods and Services Tax (GST)** has the meaning of the term as defined by *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

“**including**” is not a word of limitation and means without limitation;

“**services**” means all services performed by us for you or on your behalf;

“**business hours**” means Monday to Friday 8am to 5pm at your local time, excluding gazetted public holidays;

“**Party**” and “**Parties**” means (severally and not jointly) Techcellence and/or the Customer as the context requires.

2 Service

In addition to the provision of IT hardware, we offer the following IT Service packages:

1. On demand - These are services that are provided as needed.
2. Fully managed – This service is where we manage your IT services and provide 24-hour support.
3. Server maintenance – We maintain your data storage device and provide ongoing technical support on an as needed basis.

Once we are asked to provide services to you, we will confirm those services via email. We will perform the service and supply the goods specified in the email confirmation sent to you which will include the rates we charge for our services in accordance with the terms and conditions set out in this document. By asking us to proceed with providing you with goods and services, you are agreeing to comply with these terms and conditions.

In addition to a confirmation email, we may ask you to sign a contract which could vary the terms of this agreement. If we are attending your property, You must ensure that a person of at least 18 years of age is present for the duration of the provision of onsite services.



3 Service Conditions

In providing the Deliverables to you, you acknowledge and agree that the solution we may identify is to upgrade or replace your software or hardware. If we advise you to do so and you choose not to upgrade or replace your software or hardware, you acknowledge that we have met our commitment to you by providing you with a solution to your problem, irrespective of whether or not you choose to implement that solution.

You acknowledge that computers are complicated and sometimes problems are more deeply rooted or complicated than initially diagnosed.

We will comply with the Privacy Act 1988 (Cth) and act in accordance with our Privacy Policy which can be viewed at www.techcellence.com.au/privacy-policy.

4 Delays

Any period or date for delivery of goods or provision of services stated by us is an estimate only. We will use our best endeavours to meet any estimated dates for delivery of the goods or completion of the services and provide you with as much notice as possible of any expected delays.

5 Risk Insurance

You acknowledge and agree that we may need to take your system to our primary office or third-party premises for diagnosis and repair. We will exercise all due care while in possession of your equipment. Once we deliver the goods to your elected premises, the risk in the goods and all the insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the customer immediately upon delivery of the goods to the premises nominated by you.

6 Charges and Payment

Our payment terms are strictly as follows:

- a. Payment for goods and services over \$500 must be made by cash or credit card prior to delivery or an order being placed with a supplier for hardware.
- b. Services under \$500 are due within 14 days from the date of issuing an invoice.
- c. Late payments will attract a 10% late fee.
- d. All invoices will be inclusive of GST unless otherwise stated.

If you give us less than twenty-four (24) hours' notice to cancel any request for onsite service, then we may charge a cancellation fee equal to the first hour of service at the rates quoted at the time of booking for the loss and expense caused.



7 Customer Responsibilities

You represent and warrant to Techcellence that you are the owner of, and/or have the right to be in possession of all equipment, data or media provided to Techcellence for repair. You further represent that you have the right to authorise Techcellence to carry out repairs on your equipment.

You must back up all software, data and files that are stored on your computer and/or on any other storage devices you may have prior to the arrival of the Techcellence technician. We and/or our third party service provider shall not be responsible at any time for any loss, alteration or corruption of any such software, data or files.

You warrant to Techcellence that you hold all necessary licenses and approvals for any software item you request Techcellence to install on your computer equipment. You agree to indemnify us and hold us harmless against any loss, damage, costs, harm or other expense whatsoever arising either directly or indirectly as a result of us installing software at your request.

You must provide our technicians with:

- access to the areas of your premises necessary to provide services;
- necessary passwords to your computer;
- a safe working environment and working space; and
- electrical power and internet access (where applicable).

If the services involve the installation of software, then you must provide our technicians with the installation disks for your operating system or software along with a product key for this software. Techcellence will not be held liable for loss resulting from or make any warranties as to the effectiveness of third-party software.

8 Liability

You agree to indemnify and will keep Techcellence indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by Techcellence in connection with your equipment, your breach of these Terms and Conditions or your breach of any rights of third parties.

Where Techcellence is liable to you under the Australian Consumer Law, to the fullest extent permitted by law, its liability shall be limited, in its option, to:

- the replacement of your goods or the supply of equivalent goods;
- the payment of the cost of replacing your Product or of the supply of an equivalent Product; or
- refunding the amount of your order, and
- in relation to services:
- supplying of the services again; or
- payment of the cost of having the services supplied again.



You agree that, to the fullest extent permitted by applicable law, Techcellence will not be responsible or liable (whether in contract, tort (including negligence) or otherwise) for any:

- interruption of business;
- access delays to, access interruptions to, suspension of or discontinuation of the service;
- data non-delivery, mis-delivery, corruption, destruction or other modification;
- loss or damages of any sort incurred as a result of dealings with us;
- viruses, system failures or malfunctions which may occur in connection with Techcellence supplying the Deliverables to you; or
- events beyond our reasonable control.

9 Data recovery

Techcellence will exercise reasonable care in handling any equipment which you provide to it. However, we will do not accept responsibility for loss of data. Although we perform a general back up of your computer when it is received, we encourage all of our clients to take a backup of all of their data prior to servicing their computer. Should you not take a backup of your data and your data is lost, we will not be held responsible for that loss or any consequential loss.

10 Indemnification

Techcellence emphasises that in agreeing to these terms and conditions, you indemnify Techcellence for any violations of these terms and conditions of service that result in any loss to Techcellence or the bringing of any claim against Techcellence by any third party. This means that if Techcellence is sued because of you or your client's activities, you will pay the damages awarded against Techcellence in addition to costs and interest.

11 Quotes and Recommendations

You accept that we base our quotes and recommendations on the information that is available to us at the time of issue. Any quote or recommendation that we have provided to you will expire:

- (a) after fourteen (14) days from the date it has been supplied; or
- (b) if the quote or recommendation is accepted by you and is not paid in accordance with our payment terms.

Once the quote has expired, we cannot guarantee that the products and services offered will be appropriate or available at the price we have quoted or recommended.

12 Internet Providers

You acknowledge that our ability to effectively perform our onsite services is often dependent on a functioning internet connection. Where possible, we will attempt to assist with internet related issues however ultimately you must contact your internet service provider to rectify any



internet related faults. You accept that there may be instances where we cannot undertake scheduled tasks as a result of an internet issue that you must resolve with your provider.

13 Remote Access

You understand that remotely accessing your device may be the most appropriate way for us to provide you with our services. We use third party providers to facilitate remote access to your device. You accept that we are not liable for any direct, indirect or incidental loss that arises from our use of a third-party provider for remote accessibility purposes.

14 Website Hosting

Our website hosting services are conducted through third-party website hosting providers. Should you engage us for any of our hosting services, you are still responsible for maintaining the latest updates, virus protection and any additional plugins otherwise required to keep your website up to date. We will not be liable for any loss associated with any instances of hacking, spamming or blacklisting that occurs on a website that we are hosting.

15 Support Boundaries

Techcellence provides its technical support services from 8.30 am until 5.30 pm Monday to Friday AEST. We are engaged by you, not your customers and our services are limited to the work you engage us to undertake.

Should you be a fully managed client, you will be afforded priority service. However, we will only undertake after hours services for technical issues that affect more than one person within the relevant organisation.

We respect your right to confidentiality; however, we may be required to access your systems in order to ensure compliance with perpetual licence terms. If we require access for this reason, we will provide you with no less than 10 days' notice.

16 Governing Laws and severance

These terms and conditions are governed by the laws of Victoria. As far as possible all provisions of these terms and conditions will be construed so as not to be void or otherwise unenforceable. If anything in these terms and conditions is void or otherwise unenforceable then it will be severed, and the rest of the terms and conditions remains in force.