

Terms and Conditions - OnsiteComputerService.IT (OCSIT) (Commercial)

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(Commercial Computer service/repairs Agreement)

COMPANY NAME: OnsiteComputerService.IT
SHORT NAME: OCSIT
WEBSITE: www.ocsit.com.au
P: 1300 886 430
M: 0415 520 315
E: bkahla@ocsit.con.au

Definitions:

* YOU: the customer
* OCSIT: OnsiteComputerservice.IT

1. DISCLAIMER

- 1.1 OCSIT will only perform and provide computer services, repairs and upgrades as requested by you.
- 1.2 OCSIT will conduct honest and professional services. The goal is to provide the highest quality service and support. Please note that specific results cannot be guaranteed.
- 1.3 Computer service/repairs are provided as a service. There may be circumstances under which your computer cannot be repaired. It may have to be rebuilt or upgraded.
- 1.4 The length of time required to service/repair your computer cannot be predicted.
- 1.5 You understand that in the process of working on your computer equipment there is a potential for data loss. You agree that you have made the necessary backups of your data so that, in the event of such loss, the data can be restored. OCSIT will NOT be responsible for data loss.
- 1.6 You authorise the technician/s providing the service or repair to install anti-virus and any other necessary software on your computer to perform required services. All software will be deleted/uninstalled upon completion of the service.

2. BILLING TERMS

- 2.1 Computer service/repairs are billed at the rate of \$149.00 per hour, **minimum 1 hour**, and parts thereof.
 - 2.2 An estimate of cost for work will be provided before performing computer services/repairs. However, estimates are NOT guaranteed.
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- 2.3 In the event that there is an unforeseen deviation, beyond the above estimated amount, every effort will be made to contact you and inform you of the situation and receive authorisation to continue or stop at the estimate limit.
 - 2.4 In the event that you cannot be reached, work will stop until contact is established. Once you are reached, your decision to continue or stop will be honoured by OCSIT.

3. PAYMENT TERMS

- 3.1 OCSIT has a **NO FIX, NO FEE Policy**, however, if OCSIT provide a solution to your problem/s, charges will apply as at the normal rate of **\$149.00 per hour minimum 1 hour**.
- 3.1 Full payment is due upon completion of service, upgrades and/or repairs.
- 3.2 Computer parts, hardware, and/or software that are ordered or specially ordered must be paid for in advance.
- 3.3 OCSIT accepts cash, cheques and credit cards.

4. LIABILITY

- 4.1 Service is provided in an effort to fix, upgrade or otherwise repair the computer system/s for which you request such service/s.
- 4.2 Your system/s will not be intentionally harmed in any way. The primary goal is to service and repair your computer system/s.
- 4.3 In the event of accidental damage to data on your system/s or data loss caused by already existing problems in in your system/s such as viruses, badly configured software or hardware problems or failures, you agree to hold OCSIT and any person/s associated with OCSIT or involved in the work being done for you **non-liable** for damages resulting from such problems.
- 4.4 It is your responsibility to back-up your data. OCSIT will not be responsible for data loss.

5. SUPPORT

- 5.1 Customer satisfaction is of the utmost importance for OCSIT.
- 5.2 All service/repairs will be conducted in a professional and timely manner, taking into consideration the circumstances and nature of the technical problem/s.

6. REPAIRS & SERVICE GUARANTEE/WARRANTY

- 6.1 All service/repairs are guaranteed, however, OCSIT has NO responsibility once the invoice is paid in full.
- 6.2 In the event that the service or repair was incorrectly diagnosed by the technician, OCSIT will perform the service/repair until the customer is fully satisfied, however, once the invoice has been paid, OCSIT will no longer take any responsibility.

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- 6.3 OCSIT's warranty covers labour and parts if product fails within our warranty period. Additional charges will apply if we have to go onsite or do extra work. Warranty period will be on the customer's invoice.
- 6.4 Warranty for new computers and parts is based on manufacturer's warranty only. If product fails during the manufacturer's warranty the client bears responsibility. Contact OCSIT who may help with any warranty issue/s, however, charges may apply.

7. ADDITIONAL CLAUSES

- 7.1 Any private information stored on your computer/s or viewed online by OCSIT technician/s during a remote support call will be held in strict confidence unless disclosure is required by law.
- 7.2 The technician/s agrees to work in an efficient and clean manner and also in compliance with any and all statutes, laws, rules and regulations that have jurisdiction.
- 7.3 Upon completion of service/repairs the technician will ensure that the client's property is restored to the condition it was in prior to the work performed by the said technician.
- 7.4 OCSIT must: (1) have access to your residence or business and to the computer/s and/or peripheral/s to be serviced; (2) have your consent to enter your residence or business; (3) be entitled to a safe working environment, work space and electrical power. In the event that OCSIT determines that these conditions have not been met, services will be denied and a cancellation charges may apply.
- 7.5 It is your responsibility to back up all software and data on your computer's hard drive/s and/or any storage devices before OCSIT arrive. OCSIT is NOT responsible at any time for any loss, alteration, or corruption of any software, data or files.
- 7.6 OCSIT will NOT be liable for delays, damages or failures in performance due to causes beyond OCSIT's reasonable control, including, but not limited to, acts of governmental body/bodies, acts of God, acts of third parties, fires, floods, strikes or other labour-related disputes, or other things beyond OCSIT's control or an inability to obtain necessary equipment or services.
- 7.7 For on-site services, a person at least 18 years of age must be present during the entire time period services are provided. If no adult is present when OCSIT arrive, service will be denied and a cancellation charge will be assessed.
- 7.8 OCSIT will not tolerate any abuse, threat, animosity or disrespect from any of our clients. OCSIT will disconnect business relationship and a cancellation charge will be assessed.
- 7.9 OCSIT will make every reasonable attempt to troubleshoot, analyse, assess, correct or otherwise fix your computer and network problem. In the event that OCSIT is unable to resolve your computer problem, you will still be liable for charges for time spent in an attempt to correct a problem.

- 7.10 Technical support via phone and e-mail is free for you only if it is related to work already done by OCSIT. Anything beyond that an hourly charge will apply and the client/customer will be billed or must pay before OCSIT continue to provide technical support.
- 7.11 In the event that you need to cancel or re-schedule an appointment, OCSIT must be notified a minimum of 24 hours prior to said appointment, otherwise a missed appointment fee will be charged.
- 7.12 In the event that a fee or any portion thereof is not paid upon completion of the work done, OCSIT will charge a late fee on the unpaid balance and may also terminate or suspend your service agreement without notice.
- 7.13 Any refusal to pay for services provided by OCSIT will result in a judgment against you. No further support or service will be given from that point on until the payment issue is resolved.
- 7.14 You are responsible for picking up and paying in full for the computer system/s that is/are dropped off within seven (7) days of job completion. Failure to do so after seven (7) days, will result in forfeiture of the system/s and any payment already made on it.
- 7.15 A \$30 fee will be charged for any return checks.
- 7.16 Labour charge/s is/are **non-refundable**.

8. NOTE:

- 8.1 OCSIT is NOT responsible for systems failure caused by power surge, spywares, virus, software conflict, acts of nature, accidents, misfortune or anything else beyond OCSIT's Control. You have the responsibility for maintaining and safeguarding your product from these types of problems.
- 8.2 OCS.IT will not refund price difference once a computer software or hardware has been paid in full AS computer prices are liable to change on a daily basis.
- 8.3 Once an invoice is paid in full OCSIT has NO further responsibility as to what happens to your computer hardware of software.
- 8.4 OCS.IT will be happy to help if you purchase a new PC Laptop or any other devices from OCSIT. However, if something goes wrong charges may apply.
- 8.5 Once you have made up your mind about buying a new PC Laptop, etc., and the invoice has been paid in full, OCSIT will not refund any monies if you change your mind about the product.

8.6 Once the invoice has been paid in full for service/repairs or new computer hardware or software, the customer signs off as been fully satisfied with the work that OCSIT has provided.

It is the customer's responsibility to read the Terms and Conditions on the OCSIT's website (www.ocsit.com.au) or email info@ocsit.com.au to request a copy of the terms and conditions. It is incumbent on the customer to be aware of these terms and conditions and once the invoice is paid in full, OCSIT has fully discharged its obligations to the customer.

Technician's Signature: _____ Client Account: _____

Date: ____/____/____

Service Order: _____

Time service commenced: _____

Time service concluded: _____

I HEREBY AGREE TO THE ABOVE TERMS and CONDITIONS and AUTHORISE OCSIT TO PERFORM SERVICE/REPAIRS AS STATED IN THE SERVICE ORDER.

Customer's Name (please print):

Signature: _____

Date: ____/____/____

