



## Terms and Conditions | Instant IT

### Introduction

The goods and services supplied by Instant IT (“we”, “us”, or “our”) abide by these terms and conditions.

### Mandatory Repair Notices

Please be reminded that:

- Refurbished goods of the same type may replace goods presented for repair. They may also be used to repair the presented good; and
- Any user-generated data may be lost due to the repair of your goods. Please make a copy of any saved data from your goods.

### Definitions

**ACL** – Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010*)

**Conditions** – Terms and Conditions

**You** – The customer, person, firm, or corporation that requests goods or services from Instant IT

**Goods** – All products and goods supplied to you or on your behalf.

**Including** – Without Limitation

**Services** – Services performed by Instant IT for you or on your behalf.

**Business Hours** – Monday to Friday 8am to 5pm, excluding public holidays.

**Party** – Instant IT and/or the customer (depending on the context)

### Service

The rates for service and goods specified in the booking confirmation will be performed and supplied in accordance with the terms and conditions displayed in this document. By agreeing to accept the booking confirmation email, you are also agreeing to these terms and conditions.

Any date of delivery or service provision stated by us is only an estimate. We will do our best to meet any estimated dates and will provide you with notice of any expected delays.

You acknowledge that your system may need to be taken to a third-party premise for diagnosis and/or repair. Due care will be exercised whilst your equipment is in our possession to ensure no loss or damage occurs.

## **Service Conditions**

In providing the booking confirmation to you, you acknowledge that we may need to upgrade or replace your software, hardware or parts. If we advise this and you choose not to, you acknowledge that we have met our commitment, aiming to provide you with a solution to your problem, whether you decide to implement that solution or not.

You acknowledge that sometimes problems are more deeply rooted than initially diagnosed, and that at times, additional consultation and investigation may be required to solve an issue.

At all times, we will comply with the Australian Privacy Act 1988, and in accordance with our Privacy Policy.

## **Charges and Payment**

The minimum fee is forty-five (45) minutes of service (labour) time, plus materials, with any additional service time being billed in fifteen (15) minute increments, plus materials.

If the problem is repaired off-site, the total billable fee will be capped at a maximum of two (2) hours service time, plus materials.

Goods and services must be paid for using cash or credit card upon completion of the supply unless you hold a credit account with us.

A cancellation fee, equal to the first hour of service, may be charged if less than twenty-four hours' notice of cancellation is provided.

## **Support Packs (Prepaid hours)**

Pre-paid Support Pack options can be viewed on [www.instantIThelp.com.au](http://www.instantIThelp.com.au)

Pre-paid Support Packs are non-refundable, except as required by law, and expire five years after the date of purchase.

Hours included in the Support Packs may be used on weekends or Victorian public holidays. However, a fee of \$48 extra will need to be paid at the time of service.

Pre-paid Support Packs do not include products, software, hardware or parts. Products you require must be paid for as notified by Instant IT.

## **“No Fix - No Fee” Policy**

We provide a “No Fix – No Fee” guarantee, where if no appropriate solution can be found, the service cost (labour) for that particular problem investigation will incur a \$0 fee. This excludes any previously paid or invoiced fees for service, software, hardware and/or parts.

The “No Fix – No Fee” policy does not apply where or when a suitable solution is determined and advised, but you decide not to implement that solution.

## **Customer's Responsibilities**

**You represent to Instant IT that you are the owner of the equipment, and have the right in possession of all equipment, data, and media provided for repair. You further acknowledge that you have the right to authorise any repairs on your equipment to be carried out by Instant IT.**

**All software, data and files stored on your computer, and/or any other storage devices must be backed up prior to your arrival to Instant IT. We will not be responsible for any time loss, alteration or corruption of any software, data, or files in which you have not backed up.**

**You agree that you hold all necessary licenses for any software you request Instant IT to install on your computer or equipment. You agree to indemnify us, holding us harmless of any loss, damage, cost, harm, or other expense arising either directly or indirectly as a result of software installed at your request.**

**A person of age eighteen or above must be present for the duration of onsite services.**

**Our technicians must be provided with:**

- **Access to necessary areas of your premises to provide these services.**
- **Necessary passwords**
- **A safe working environment and space; and**
- **Power and internet access if required**

**If the installation of software is required, you must provide our technician with the disk or usable install media for your operating system, along with its product key.**

## **Liability**

**Our goods and services are guaranteed in line with Australian Consumer Law. For major failures with our service, you are entitled to:**

- **Cancel your service contract; and**
- **A refund for any unused portion, or compensation for its reduced value.**

**For major failures with goods, you are entitled to choose a refund or replacement. If the failure with the goods or services is not major, you are entitled to have this rectified in a reasonable time frame. If this is not done, you are entitled to a refund, and a cancellation of your contract for the service. You are also entitled for compensation for any other loss or damage from a failure in goods or services provided by us.**

**When handling any equipment in which you provide, Instant IT will exercise due care.**

**You agree to keep Instant IT indemnified against any claim, demand, injury, damage, loss, expense, or cost either indirectly or directly made against Instant IT in connection with your equipment or your breach of these terms and conditions.**

Where Instant IT is liable under the Australian Consumer Law, its liability shall be limited, in its option to:

In relation to goods: the replacement of goods or supply of equivalent goods:

- Payment of cost to replace your product or supply of an equivalent product; or
- Refunding amount of your order

In relation to services:

- Re-supplying the services; or
- Payment of cost of having services re-supplied

You agree to the fullest legal extent, Instant IT will not be responsible or liable for any:

- Business interruption.
- Access delays, interruptions, suspension, or discontinuation.
- Data non-delivery, mis-delivery, corruption, destruction, or modification.
- Loss or damages incurred due to dealings with us.
- Viruses, system failures or malfunctions which occur in connection with the services Instant IT provides to you; or
- Events beyond our control

### **Same Day Service Available**

'Same day Service' is available in the metropolitan areas of Sydney, Melbourne, Brisbane, Perth, Adelaide, and Canberra.

This applies exclusively to service scheduled through our hotline prior to 2pm.

If we are unable to provide same day service, we are only liable to provide one hour free on the next available appointment scheduled to you.

This is limited to only one per customer. Additional restrictions may apply, and we may cancel this offer at any time.

Same day service attracts an additional surcharge of \$48 and may be requested over the phone before 2pm Monday to Friday, excluding public holidays.

We do not guarantee that necessary work will be completed within the one appointment.

Any changes made by you for this request, void this guarantee entirely.

## **Credit Account Customers**

### **Terms**

When applying for a credit account, you agree to these terms and conditions, and acknowledge that any credit granted will be subject to these terms and conditions.

## **Payment Terms**

Payment is due within 30 days from the date of invoice unless alternative terms are agreed upon in writing. Accounts are not provided with any settlement discounts.

## **Credit Limit**

The credit limit provided by Instant IT is advised to the applicant upon approval, and must not be exceeded. We review credit limits periodically, and, by agreeing to these terms, and conditions, you permit Instant IT to review and change these limits. We may increase or decrease the credit limit at your request or at our absolute discretion. Any change implemented will not cause your credit limit to be below the outstanding balance on the account, without prior communication.

## **Title and Risk**

Ownership in goods remains with Instant IT and does not transfer to the customer until full payment is made. Notwithstanding the ownership in goods remaining with instant IT until payment is made in full, risk in goods passes immediately to the customer upon delivery of goods.

## **Customer Warranties**

The customer acknowledges that:

- All statements and documents provided in connection with credit applications are true and correct; and
- The credit account is required for business or commercial purposes, and is not used for personal, or household purposes.

The customer also acknowledges that Instant IT relies on their correctness of warranties in approving credit applications and continues to rely on these in future appointments with the customer.

## **Customer Indemnities**

The customer recognises that Instant IT and its employees are held harmless against all actions, claims, or demands which may be made against them due to any loss, injury or damage occurring out of any:

- Unauthorised use of credit accounts.
- Breach of these terms of conditions; or
- Negligent acts or omissions, and against all damages and reasonable expenses incurred in defending any action, claim or proceeding arising from such negligent acts or omissions.

## **Instant IT's Liability**

The liability of Instant IT for breaches of conditions or warranties which cannot be excluded, and they have the option to:

- Replace or repair goods.
- Supply equivalent goods; or
- Provide the cost of replacing or repairing goods or acquiring equivalent goods

### Privacy

Instant IT advises that, according to section 18E(8) of the 1988 Privacy Act, information disclosed in this credit application may be disclosed to any credit reporting agency if required. Under section 18E(8)(c) of this privacy act, Instant IT is able to give credit reporting to agencies which require personal information about customer's credit application. Under section 18E(1) of the act, information may be given to an agency including identity particulars. The fact that the customer has applied for a credit account acknowledges that Instant IT is a credit provider to the customer. If any payments become overdue outside of agreed terms, advice that payments are no longer overdue, or cheques drawn by the customer which have been dishonoured, you will have committed a serious infringement of this credit infringement. According to sections 18K(1) and 18N (1) of this privacy act, and paragraph 2.12 of the Credit Reporting Code of Conduct issued under section 18A of the act, the customer must agree to Instant IT obtaining information from a credit reporting agency. This will be done for the purpose of assessing this application; and agree to that agency providing this information to Instant IT for this particular purpose. You agree that obtaining credit reports may assist Instant IT in recovering any outstanding amounts under the terms and conditions of this credit agreement.

### Costs

Any stamp duty or other government charge in connection with this application is required to be paid by you.

### Director's Guarantee

Instant IT may require body corporates to provide directors or officers to guarantee repayment of this credit. We will notify you if this is required and ask for your consent.

### Contact Details

Any change of name, address, or telephone number must be notified promptly to Instant IT.

### Default

If you are an authorised operator:

- Obtain credit by fraud or dishonesty; or
- Allow the monthly invoiced amount to remain unpaid for more than 30 days after its due date; or
- Breach any terms and conditions; or

- Commit an act of bankruptcy as an individual; or
- Become externally administered or have an application winding-up filed against you; or
- Use the credit facility in circumstances where we believe the use may cause loss or damage to you or Instant IT, or if
- Any person who has guaranteed obligations withdraws their guarantee, causing Instant IT to either close or suspend their credit facility. If this is closed, we may require immediate payment of all outstanding amounts. This does not affect any obligations in respect of the credit facility.

### Notices

Notices may be delivered by post or email to:

- The customer (at the postal or email address provided)
- Instant IT (at the address provided)

Notice is taken to be given:

- If hand delivered, on delivery
- If sent by post, three days after the date of posting, or
- If sent by email, the recipient must acknowledge that the notice has been received.

### Variation

Instant IT may change these terms and conditions of the account with respect to future transactions between us and the customer:

- By agreement
- Unilaterally, with a written notice provided to the customer at least seven days prior specifying the variation and the date of variation.

Under this clause, notice of variation may be sent with the customer's account statement or as part of other correspondence.

### Assignment

You must not assign the contract without Instant IT's written consent, which it may hold in its discretion.

### Waiver

Failure by Instant IT to enforce its obligations does not constitute waiver of our rights unless it is in writing. It does not affect the obligation of the customer to make any further payments and does not change the due dates of the payments.

### Governing Law

The laws in Australia govern these terms and conditions.

### Feedback and Information

Instant IT welcomes feedback to help us improve. You agree that any written feedback you provide may be used on our website for marketing purposes without obtaining further consent.

## Agreement | Instant IT

**By clicking accept, you agree to the terms and conditions set out above.**