

## 1. General

- By signing overleaf, I/We agree to accept PC Link Professionals Terms & Conditions below and also applicable to any updated terms that will occur at the following website <http://www.pclink.com.au> prior to the invoice date overleaf
- These Terms & Conditions are designed to obey with, In case of a dispute, we will find a solution that is fair for both parties, however you are bounded to our terms and conditions at all times

## 2. GST

- All rates, charges, expenses etc. in this document are GST exclusive unless otherwise stated.
- Where the service provided is subject to GST, GST of 10% will be added and charged to you.

## 3. Expenses & Disbursements

PC Link Professionals may incur expenses and disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include equipment or services necessary to provide our service to you.

## 4. Job Acceptance

- I (being the signatory overleaf) is authorised to sign on behalf of the Company/Business overleaf and will bear all responsibilities
- I (being the signatory overleaf) will be held personally responsible for the settlement of the full payment for the service(s) provided
- I/We hereby confirm that the service(s) undertaken by PC Link Professionals has/have been provided to us as per our instructions and to our satisfaction and has/have been completed & tested in my/our presence
- I/We acknowledge that PC Link Professionals will not be held liable for any future faults or defects not arising out of the service provided.

## 5. Payment

**On-Site, Phone & Remote Service:** Payment is required in full at job completion unless you have an approved credit account with PC Link Professionals

**Supply Only:** Payment is required in full prior to delivery.

**Supply & Installation:** Payment in full is required upon acceptance.

**Domain Name:** All domain name purchases must be paid in full prior to registration and once order is placed with the Domain Registration Authority body it can't be changed, modified nor cancelled.

**Web Hosting:** Web Hosting is usually billed 2 years in advance and subject to refund with a prior notice of thirty (30) days in advance.

**Web Site Design:** Payment of 80% is required upon acceptance and a prepaid balance due on job completion.

**Payment of approved credit accounts:** You are bounded with our standard terms and conditions in addition to our PC Link Credit Account Terms and Conditions.

### General Payment Clause

(applies to the above payment clause (5))

- PC Link Professionals honors most credit cards, Auto Direct Debit, & EFT for your convenience.
- PC Link Professionals places a 2.2% credit charge on credit card payments made by master card or visa & 4.4% for American Express purchases. A minimum fee of \$2.00 applies
- Payments made after the due date of an invoice attract administration fee of \$11.00 per invoice. A further a charge of 2% admin fee per month or \$5 (whatever is greater) after the invoice due date.
- Other late payment fees will be passed on from services we purchase on your behalf (ex: hosting, domain names, licenses renewals, etc)
- The business/company owner(s) unconditionally personally guarantee the owing monies and acts as a direct guarantor to any monies owing on the account in case of liquidation, bankrupt, change of owners or similar. PC Link Professionals is not obliged to make a claim against all the Guarantors
- Unsettled accounts after 30 days will incur debit collection, legal, Administration fees which will be added to the original amount.
- If payment for any goods is overdue, or the client enters in a bankruptcy, liquidation, change of ownership (but not limited to). PC Link Professionals is entitled, without prejudice, to any of the other rights and remedies to repossess the goods and to enter into any premises upon which the goods supplied are stored, without notice, for this purpose.
- Title of the goods supplied by PC Link Professionals to the applicant shall not pass until all monies have been paid. This is a Rent-to-Buy until fully paid.

## 6. Credit Request

Should you require credit from us, we require that you complete a Credit Application form. Please allow up to 5 days for processing.

Should you choose not to apply for credit, a payment of 80% is required upfront with a direct debit authority form to authorize the reminder 20% due upon delivery.

Please ask us for a copy a credit application form

## 7. Warranty

### Hardware

- Components sold by PC Link Professionals carry 12 month return to manufacture warranty (unless indicated by writing). On-site warranty/repairs are available at our standard onsite rates.
- Warranty covers Hardware & Manufactures faults Only. Charges will apply for all but not limited to User related errors, software corruptions, viruses, tampering with settings and all similar causes.
- Warranty will not cover dishonored products, or products been damaged due to (but not limited to) insects, power surge, misuse or been physically damaged, tampered with, or Warranty expired or voided
- Proof of purchase must be presented for all warranty claims
- Additional/Extended warranty period offered by manufactures must be taken up directly with manufactures
- If a product is found to be faulty, you must notify us in writing. We will assist in logging a warranty claim with the manufacture on your behalf, however you may need to send your equipment to manufacture for repairs. This is outside our control and you are binded to the manufactures warranty handling procedures.
- If applicable; On-Site Warranty covers hardware manufactures faults only. Software corruption, User errors/faults, power surge and other related problems will be charged at our standard rates

### Other Hardware

- LCD monitors purchased or repaired by PC Link are bounded by manufactures specific terms and conditions.
- LCD Repaired by PC Link carries 6 month limited warranty

### Software

- No Warranty is provided for any software after it has been installed.
- No Warranty is provided for any software purchased from us. All software support must be taken by the software manufacture. Any support provided by PC Link will be billable.

### Data, Audio & CCTV Cabling

- 12 Month warranty applies on any data cabling work performed
- Warranty does not cover damaged cabling/sockets due to (but not limited to) the work environment, damage by other work performed on the site not by us, and/or damage caused by insects/animals/oils and the like
- If client requested PC Link Professionals to attend onsite due to cabling problem and no fault found, the client will be liable to our standard hourly rate + call out fee
- Client must provide a detailed plan detailing hidden pipes before commissioning any work. If not available PC Link will take at most care, however we will not be held responsible for any damages.

### Domain Name, Web Site Design and hosting

- You are bounded with our standard terms and conditions in addition to our PC Link Domain & Web Policy available at our website.

### Data Recovery

- Most Data Recovery jobs will incur a \$150.00 diagnostic fee to determine if data is recoverable, plus a quote for the actual data recovery.

## 8. Support

- Phone support, Remote support and On-site service are available for convenience & peace of mind to all our valued clients at our standard rates
- Prevention plans are available for peace of mind.
- Client is responsible to backup all data before PC Link Professionals arrival. We can assist to achieve the backup for you as per your instructions before we commence the job
- In case we need to rebuild a PC/LAPTOP, We only can backup data. You must have an original copy of all your software & drivers you wish to be reinstalled
- All Off-Site jobs will be undertaken at PC Link Professionals workshop and all client data will remain confidential.
- When taking hardware/equipment offsite, we take all safety measure to insure that your equipment is secure. In case of theft, fire, damage we will be liable to replace/fix hardware through PC Link Professionals.
- We undertake all necessary precautions when backing up data, however PC Link Professionals will not be held responsible from and against all liabilities, claims, damages, indemnity and costs of whatever nature for any type of loss or damage to your data/hardware caused directly/indirectly by us.
- It's the client responsibility to ensure all data is regularly backed up
- It's the client's responsibility to ensure all software supplied to us is licensed.
- NO SOLUTION = NO CHARGE Policy applies if are unable to provide a solution. PC Link Professionals will not honor "No Solution=No Charge" if the client is not happy to go ahead with our recommendations
- Fixed Rates applies to some services, other complex jobs will be billed per hour. Fixed rates applies to home users only or unless agreed upon before attending job
- Same Day Service or its FREE: Please visit our website for detailed information.

## 9. Returns

- Freight and labour (if applicable) to be pre-paid by the Client.
- Special customer orders cannot be returned or cancelled.
- No refund or Exchange once order has been confirmed with customers & order has been placed with our suppliers.
- Products is fully refundable if customer did not agree to changes due to stock shortage or unavailability
- Software purchased can't be returned

## 10. Service Warranty

- Any claims regarding goods or service supplied by PC Link Professionals to the client shall be made in writing to PC Link Professionals within seven (7) days of receipt by the client.
- Failure to make a claim in such time shall result in the goods/service being deemed to have been accepted by the client as being satisfactory.
- Should any faults or problems arise from the service provided as a direct result of the work done by us, we shall undertake to repair the problem. Should repairs be required which have not arisen as a direct result of our service to you, a further bill of costs will be incurred.

## 11. Confidentiality

All trade or professional secrets or other factual information supplied by the Client or become aware in the course of providing the Services shall remain the property of the Client

## 12. Indemnity

Provided that nothing in this Agreement is intended to limit or exclude any warranties implied by the Trade Practices Act, including the warranty that the services will be rendered with due care and skill.

## 13. Promises by PC Link Professionals

PC Link Professionals promises that the Services will be provided:

- in a timely and professional manner;
- to the standard of expertise that PC Link has represented to the Client
- in accordance with the reasonable instructions of the Client;
- by persons who have the necessary skill and experience to perform the Services; and
- with proper care, skill and diligence.