

## Terms and Conditions

### Service:

AllroundIT charges are based on an hourly rate – whether it is onsite or remote. We do not charge call-out fees unless under a warranty circumstance (See Warranty>Returns). Verbal quotes given by AllroundIT are not always the final price. Verbal estimates & quotes are only guidelines based on the information at hand of the consultant and the customer. A proper written quote will be issued in writing before any finalized building, installation or deployment has commenced.

### Software:

There is no warranty on software once installed. This policy is enforced by the respective manufacturers. AllroundIT does not install software without a valid license. AllroundIT does not install illegal software on any machines. Please note that where the plastic seal of a software package is broken the return or exchange cannot be accepted due to copyright and licensing restrictions unless faulty nor defective. In this case we will not help the Customer obtain a working copy. If your computer is going to be upgraded to a newer operating system, needs to be formatted, a new hard drive is installed, or reinstallation of your operating system – this will require you to have all your original software and the product/serial keys.

### Data Backup & Recovery:

It is an obligation of all computer users to make regular backups of their data. This includes documents, music, photos, videos, emails, software etc. While data backup/recovery can be performed by AllroundIT, we do not guarantee all data/files will be successfully recovered. AllroundIT, will NOT backup MUSIC or MOVIE file as they are not deemed important or business critical and they require a huge amount of space on our backup devices. Our consultants can show customers how to backup these file types to customers' own backup mediums (USB, ext. HDD, disc, Cloud etc.). The customer is responsible for backup of their data prior to having service performed. AllroundIT will do its best within its ability to backup/recover your data within its means but is not responsible for any lost/ un- recoverable data.

### Warranty/ Returns:

Each new computer built by AllroundIT comes with a one-year warranty from the date on the invoice. Upgraded computers come with a parts warranty for only the parts upgraded by AllroundIT. AllroundIT reserves the right to make substitutions if a replacement is needed. All substitutions will be of equal or better quality and specification. Warranty will be void if system is found to be damaged by accident, misuse or misapplication. Warranty is void if the warranty seal is broken resulted by service not rendered by AllroundIT. Warranty is void should the customer(s) use profanities, rude or disrespectful behaviour. Warranty does not cover software of any type including Operating Systems and Hardware / Software incompatibility issues including Drivers. In the event of a warranty issue, parts which are diagnosed as faulty and are within the warranty period, will be replaced free of charge; however, a service fee of \$55 will be charged for any area within Sydney metro area. Areas which are outside of Sydney will incur different charges and solutions

All components purchased from AllroundIT have a 12-month RTB warranty unless otherwise stated. Some components have a longer manufacturer warranty in addition to our 12-month warranty period (i.e. printers, monitors, hard drives) and you will need to deal with manufacturer directly for claims after initial one year. Warranty terms will then be as per respective "manufacturer" warranty terms. All optional warranty will be entirely responsible by the respective on-site warranty companies or manufacturer offering the service. Warranty only covers manufacturer faults. Physical damage to components is not covered by our warranty or by manufacturer warranty.

We try to be as prompt as possible with warranty returns and appreciate your patience and understanding. Warranty is non-transferable and void if goods are damaged by abuse, misuse, modification, accident, misapplication or if warranty label has been tampered with. Returned goods must be accompanied with a copy of the original invoice. We will not be accountable for replacing or repair items claimed on warranty if the manufacturer declines to accept responsibility for that item due to being damaged, if the warranty has been void due to the previously mentioned reasons or if the manufacturer warranty has expired. Goods may take a few days' even weeks depending on availability. We do not always send replacement goods immediately; we must wait for confirmation from the manufacturer that the warranty claim is valid and wait for the repaired or replaced item to be shipped back to us.

**Technical Assistance:**

AllroundIT is not responsible to any party for any direct, indirect, special or other consequential damages for any use of technical support information provided by AllroundIT via e-mail, telephone or in person, or from any other source, including the manufacturer or designer of the product and web support sites.

**Payment:**

New and upgraded computers require payment upfront. Service work, Projects and Implementations will be billed at the end of the job. You may pay the technician with cash or via bank transfer and all payment is due upon invoice receipt. AllroundIT does not accept cheques. Bank details are **BSB: 012318 | Account No. 578461882.**

The price shall be paid by the Customer in full without any deduction in respect of any claimed set-off or counterclaim (including any such set-off or counterclaim on account of any delay on the part of AllroundIT in delivering any part of the goods) on or before the payment date.

**Domain Name, Hosting, Website and Web-Services:**

The client will manage any annual subscription renewals regarding domain name, email and hosting services used for website space or web applications. If the renewals remain unpaid for an amount of time after the expiry date, some hosts will delete all respective data – including website files, images, copy, email accounts and emails. AllroundIT is not liable for any lost content based on non-payment of webservices. Website files and content including images and copy will remain the property of AllroundIT Solutions until paid for in full – excluding any images and copy supplied by the customer via email or written means. After this time, AllroundIT will share the credentials for website administration with the customer.

AllroundIT is not responsible to any party for any direct, indirect, special or other consequential damages for any use of technical support information provided by AllroundIT via e-mail, telephone or in person, or from any other source, including the manufacturer or designer of the product and web support sites.

**Managed Services:**

AllroundIT customers who are being supported month-to-month are billed for the respective month on the first working day of the month, while payment of invoice is expected no later than the 15<sup>th</sup> of the same month. Failure to fulfil invoice obligations may lead to any agreement becoming void. AllroundIT does not operate within the realm of locked in contracts so either party may retract from the agreement with 7 days' written notice offered to the other party. In the event where a business no longer requires the services provided by AllroundIT, all outstanding monies are to be paid in full within the 7 days' notice period. All written correspondence to be emailed to

[support@allroundit.com.au](mailto:support@allroundit.com.au)

In addition to any other rights or remedies of AllroundIT in the event of the Customer's default hereunder, AllroundIT shall be entitled:

- a) To charge and recover costs incurred for the collection of payment (such as but not limited to collection agency fees and legal costs), cheque dishonour fees, interest at the current bank overdraft rate plus two percent per annum from the due date for payment until payment in full;
- b) To immediately and without notice retake possession of the goods (and for such purpose the Customer irrevocably licenses AllroundIT, its employees, contractors, servants or agents to enter upon the premises at which the goods are located to so retake possession) and resell the goods after seven (7) days written notice to the Customer and thereafter recover from the Customer any amount by which the resale price is less than the price agreed to be paid by the Customer, together with all costs and expenses suffered or incurred by AllroundIT as a result of the Customer's default;

**Privacy:**

We respect your rights and wishes in regard to privacy. Any information that we gather from our web site remains totally confidential. We do not sell, pass on, or otherwise distribute any details about you or what you purchase to any person or company.

AllroundIT has the right to suspend service to the client at any time for any reason. This is of course for the protection of AllroundIT and its other clients. If such a suspension is to last for more than 1 day, the client will be notified as to the reason by e-mail. This agreement is binding to the client whether the new account information is received by internet, phone, e-mail, or by any other ways. The client agrees they are bound by the terms of this agreement upon the request for AllroundIT services. The client agrees to indemnify and hold harmless AllroundIT and its principles and employees from any claims resulting from the use of the services which damages the client or any other parties.

Any logos used within this website are trademarks of their respective companies

Use of this website and/or AllroundIT services constitutes acceptance of these Terms and Conditions.

These terms and conditions can be updated any time without any notice.