

## **Terms and Conditions**

### **1. Parties**

BL Computers Pty Ltd ("BLC") and the person/corporation ("YOU") named on the invoice/quotation.

### **2. Services**

BLC has agreed to provide the Service to You in accordance with these Terms and Conditions.

### **3. Call Out Fee**

For all repair work requiring BLC to attend your premises, a Call Out Fee will be applicable. YOU will be notified of the Call Out Fee prior to BLC attending your premises.

### **4. Quotes**

Prior to providing the Service, BLC will issue YOU with a quotation. The quotation is based on an estimate of what the Service may cost. YOU acknowledge that in its absolute discretion BLC may amend the quote should it be necessary to do so. BLC will explain the basis of any amendments to the quotation.

### **5. Minimum Charge**

A minimum service charge of one (1) hour shall be payable by YOU. The Parties agree that the minimum charge shall form part of the Call Out Fee provided the Service does not exceed one (1) hour.

### **6. Workmanship**

BLC shall exercise reasonable care with respect to the Service it provides. All work performed by BLC shall be covered by a 12 month warranty. This warranty is only applicable to the workmanship of BLC and does not include hardware and/or software faults which are not faults caused by the negligence of BLC.

### **7. Manufacturer's Warranty**

All software and hardware provided is covered by a manufacturer's warranty. While BLC shall provide you with hardware and/or software which are in working order at the time of installation, YOU acknowledge that the hardware and/or software may fail due to manufacturing defects. BLC shall not be liable and YOU may not make a claim against BLC for any damage or loss caused by fault(s) associated with the hardware and/or software which has not been caused by the negligence of BLC.

## **8. What to do if you think there has been a malfunction due to faulty hardware and/or software?**

If YOU discover that there is a fault with the hardware or software, YOU shall notify BLC immediately and cease all use of the equipment. BLC shall arrange a suitable time to attend your premises and make an assessment. If in BLC's opinion the fault is not a hardware and/or software fault or if the fault is caused by YOU, BLC shall provide you with another quote to rectify the issue and YOU shall be liable for the Call Out Fee. If in BLC's opinion the hardware and/or software is defective due to a manufacturing fault, BLC shall contact the manufacturer and seek a replacement. YOU shall not be charged for the cost of installation if this is the case.

## **9. Voiding your Warranty**

In providing the Service, BLC has done all things necessary to preserve the manufacturer's warranty. Any tampering with the hardware and/or software by YOU or any other person not employed by BLC shall void all warranties by BLC or the manufacturer.

## **10. Cancellation**

If a quotation has been provided and YOU decide to cancel, YOU shall be liable for a restocking fee of 20% of the cost of the hardware and/or software.

## **11. Payment of Fees**

All fees are payable within 7 days from the date of the invoice. Any default on payment shall accrue interest at the rate of 10% per annum.

## **12. Trade Accounts**

If YOU are an Account Holder, your payment terms shall be 30 days from the date of the invoice. Any default on payment shall accrue interest at the rate of 10% per annum.

## **13. Ownership of Goods**

YOU acknowledge that any Goods supplied by BLC remain the property of BLC until such Goods have been paid for.

## **14. Liability**

BLC recommends that you make back-ups of your data prior to BLC providing the Service. BLC shall not be liable for any loss of data caused during the provision of the Service and YOU agree to indemnify BLC for any damage or loss caused as a result of the loss of data.

## **15. Power Supply**

You warrant that there shall be a stable and sufficient supply of power to your premises during the Service. BLC shall not be liable for any damage or loss caused by any power failure which has not been caused by the negligence of BLC.

## **16. Recovery Action**

YOU acknowledge that BLC may engage a debt recovery agency to commence recovery action against YOU for any outstanding fees and that YOU shall be liable for the costs involved in any such recovery action. This cost will be added to the amount outstanding.

## **17. Severability**

The Parties agree that a construction of this agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result however if a provision of this agreement is illegal or unenforceable, then that provision shall be severed and the remainder of this agreement continues in force.

## **18. Definitions**

Account Holder means a person, corporation or business who BLC has agreed to open a trading account and whose payment terms are 30 days from the date of the invoice.

Call Out Fee means the fee charged by BLC for attending your premises.

Goods mean any hardware or software supplied by BLC.

Parties mean the parties to this agreement.

Service includes computer repair work, installation of software/hardware, training, computer maintenance and IT support.

## **19. Acceptance of terms**

By accepting a quote or engaging BLC to work for you, you acknowledge that YOU have read and understood these terms and conditions and agree to be bound by them regardless of whether you have in fact read them or not.