

Excalibur IT Solutions - Terms of Service

Basis of Agreement

Unless previously agreed to in writing these Terms and Conditions apply to and govern all Contracts under which Excalibur IT Solutions, its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the Customer, whether referred to in the Customer's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished.

- i. Written quotations provided by Excalibur IT, its affiliates, subsidiaries, agents or contractors acting on its behalf for the proposed supply of Goods or Services, are valid for 7 days.

Customer Responsibilities

The customer is required to, and responsible, to ensure that:

- i. They fully disclose issues being encountered with the computer upfront and before we commence work.
- ii. Data has been backed up, ahead of the Technician commencing work. Excalibur IT will take reasonable care to minimise the risk of data-loss, and / or system down-time but bears no responsibility for any loss.
- iii. The Customer must provide installation media and / or a valid License key to Excalibur IT for the purpose of installation / re-installation of software.
- iv. They provide a safe work environment for our Technician(s)
- v. For onsite work, the customer must remain onsite or be contactable, for the duration of the Technicians visit, to provide direction; and / or provide an authorized delegate to make decisions on the customer's behalf.
- i. Business Customers must disclose up-front any business-critical applications, or functions, that may be impacted by the Technician in the course of their work
- ii. Business Customers are responsible, and will pay, for any additional work required on our part to remediate critical business systems as a direct / or indirect result of the customer's failure to provide direction.

Copyright

- i. Excalibur will not be responsible to you or any third party for any breach of any software licence in respect of software provided by you, or by us to you, to be installed on your computer.
- ii. You hereby warrant that you have a valid license in respect of such software and shall indemnify Excalibur IT and hold Excalibur IT harmless against any loss, damage, costs, harm or other expense arising either directly or indirectly as a result of installing software at your request.
- i. Excalibur reserves the right to use any ideas, code snippets, images or any other intellectual property generated by Excalibur IT for future assistance to any Customer it so chooses. Excalibur IT will ensure the originating Customer is not associated with the resultant work, code, information, images or intellectual property.

Mandatory Repair Notices

As per the *Competition and Consumer Act 2010*, please note the following Mandatory Repair Notices required by law:

- I. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- II. Repair of goods may result in loss of data.

Pricing and Charges

The Customer acknowledges that Excalibur IT Solutions provides support services on a time & materials basis and, as such:

- i. All hours are chargeable at the applicable business or domestic rate as outlined in the applicable Rate Schedule.

- ii. For onsite support, the customer will be charged a minimum one hour, based on their designated Zone to cover travel time and overheads; and charged in 15 minute increments after the first hour.
- iii. For Offsite support (at Excalibur's Offices) all time spent working on your computer, or communicating with you, is charged at the applicable hourly rates
- iv. Service Zones are defined based on proximity to our offices and anticipated travel time.
- v. Remote Support is charged in 20 minutes, or part, blocks
- vi. The Customer acknowledges that Payment is due on the date of Service / Invoice in accordance with these Terms of Service.
- vii. We would ask that the customer provide on-site parking otherwise an additional surcharge may apply if there is no available free parking near the customer premises.

Privacy

We will comply with our obligations under the Privacy Act 1988 (Cth) and in accordance with our Privacy Policy, which can be viewed at <http://excaliburitsolutions.com.au/privacy.html>.

Transition of Goods

- i. All Goods are charged separately from Services
- ii. Goods supplied remain the property of Excalibur IT until paid for in full by the customer.
- iii. Excalibur IT is a Service Provider, not a retail outlet. Equipment we supply is ordered for customers as part of a service job; as such handling charges may be applied in the event the customer elects to self-install the equipment and, in some cases, self-installation may invalidate your warranty.
- iv. We do not refund for change of mind, and may, at our discretion issue you with a credit note (minus any administrative costs, delivery / insurance charges, and supplier restocking fees.

Warranties

For Hardware Repairs and Upgrades Excalibur IT offers a 14-day Warranty on our work, and a 1 Year Limited Warranty on parts that we supply. During that time, if we deem a problem to be related to mechanical failure we will submit a Warranty Claim to the manufacture and, subject to the manufacturers acceptance, will install the supplied replacement parts. Our 1 Year Warranty explicitly excludes the following:

- i. Where we, or the equipment manufacturer, determines that the damage was caused by: Tampering, improper use, or external damage (such as power-surge or exposure to liquid or other materials), or other peripherals; and / or Application of firmware upgrades, incompatible drivers, 3rd party Software Applications, viruses and malware.
- ii. We also explicitly exclude any Data-loss, or claimed loss of productivity associated with hardware failure. The customer is responsible for ensuring that they have a full backup of critical data and applications.

Excalibur IT works in good faith to fix your computer problems in the most cost-effective, complete and efficient manner; and you acknowledge that:

- i. computers and computer problems, can be more complex and more deeply entrenched than initially diagnosed and may require further remediation.
- ii. a problem which occurs with your computer after our visit may be unrelated to the work performed and, as such, is outside the scope of our Warranty / Service Guarantee.
- iii. our proposed solution may require your investment in upgrade parts, software or a new computer. If you elect not to follow our proposed solution you acknowledge that we have met our commitment to you whether or not, you implement that solution.
- iv. All Software Sales are final. Hardware / Software compatibility issues are a fact of life and whilst we may recommend, and in some cases act as a reseller for software products, we provide no warranty express, or otherwise, as to their suitability / compatibility with your specific computer configuration.