



*Welcome to the PCFIXIT website.*

You agree and acknowledge these terms and conditions form part of, and are deemed to be included in, each agreement and contract we have with you.

In accessing and using this website, you acknowledge you have read, additionally understood and agreed to be bound by all following terms and conditions. You acknowledge that you had opportunity to seek your own independent advice.

Unless otherwise specified, all prices quoted and sales transactions are in Australian Dollars. GST is included in sales to Australian customers. The supply of goods and/or the performance of services by PCFIXIT is offered only and exclusively ( "PCFIXIT" or "we" or "us" or "our") to you and all its customers ("clients" or "customers" or "you") on the following terms and conditions. By requesting, ordering or otherwise permitting us to perform services or supply goods for you, you hereby accept our offer without prejudice or qualification.

#### **1.0 Definitions In these conditions:**

- "Conditions" means these Terms and Conditions;
- "Customer" or "you" means a person, firm or corporation, jointly and severally if more than one, that requests goods or services from us;
- "goods" means all products and other goods (including any software) supplied by us to you or on your behalf;
- "including" is not a word of limitation and means without limitation;
- "services" means all services performed by us for you or on your behalf;
- "business hours" means Monday to Friday 8am to 6pm, Saturday 9am to 12pm
- "PCFIXIT" or "we" or "us" or "our" means PCFIXIT (ABN 38 203 702 278); and
- "Party" and "Parties" means (severally and not jointly) PCFIXIT and/or the Customer as the context requires.

#### **2.0 Basis of Contract**

2.1 Unless otherwise agreed by us in writing, these Conditions apply to every supply of goods and/or provision of services by us to you and cannot be varied, amended or supplemented by any other terms or conditions without our prior written consent.

2.2 Any written quotation provided by us to you concerning the proposed supply of goods or services is valid for 10 days and is an invitation only to you to place an order based upon that quotation which offer is then open for our acceptance or not.

2.3 You represent and warrant to us that all information and representations made by you, or any person acting on your behalf given in connection with our services are true and correct. That you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or dispute are current that may have an adverse effect on performing your obligations under this agreement.

2.4 Acceptance of goods is deemed to take place immediately following delivery or installation; and is considered established if you signify by words or conduct that the goods are conforming, or you retain them in spite of their nonconformity or deal with them in a way inconsistent with our ownership. You may reject items only on grounds acceptable under consumer law after a reasonable opportunity to inspect them. The rejection must immediately be communicated to us with full particulars of the nonconformity.

On acceptance if payment arrangements are in place then they must be honoured. If payment has been made then it will either be refunded by us or credited towards payment of replacement goods for the nonconforming goods.

2.5 These Conditions may be supplemented by additional terms in our quotation that are not inconsistent with the Conditions in this agreement.

### **3.0 Charges and Payment**

3.1 Payment for goods and services must be made by cash, cheque or credit card on or prior to the supply of the goods or the performance of the services unless you have a credit account with us. Credit card payments will attract a Merchant Service Fee (MSF) of 2.00% for Visa or MasterCard. We do not accept American Express or Dinners Club credit cards.

3.2 All our visits are chargeable and are charged in fifteen minute units after the first half hour. Any part thereof is chargeable at the same rate as a full half hour.

3.3 All products/goods supplied by us are charged separately from the services.

3.4 Where there is any change in the costs incurred by us in relation to the goods or services ordered by you, we may vary our price for goods or services on order to take account of any such change, without giving notice to you.

3.5 Surcharges may be applied on same day and/or outside business hours service visits. You will be informed of any applicable surcharges prior to a technician's dispatch.

3.6 If you exceed approved credit terms, you will be charged a \$15.00 late payment fee which is a reasonable estimate of our administration costs. The fee incurred is an administration cost incurred because of the account being outstanding, A revised invoice will be sent to you and we reserve the right to recover costs incurred. Our right to pursue cost recovery is not a penalty.

### **4.0 Payment Default**

4.1 If you default in the payment terms, i.e any amounts remain unpaid, by the due date any amount payable to us, or if any cheque drawn by you is dishonoured, all monies become immediately payable by you to us. Any account, shall be due and payable immediately

without the requirement of any notice to you, and we may, without prejudice to any other right or remedy available to us:

(a) charge you interest on any sum due at the rate of 2% above the corporate reference rate of our principal banker. This interest shall be calculated daily and compounded every 30 days for the period from the due date until the date of payment in full; and (b) charge you for all expenses and costs (including debt collection commission and fees, legal costs on a full indemnity basis and dishonoured cheque fees) suffered or incurred by us resulting from the default, including taking whatever action we deem appropriate to recover any goods and amounts due (which, for the avoidance of doubt, shall include engaging a debt collection agency of our choice to seek to recover the amounts due); and

(c) cease or suspend for such period as we deem fit, supply of any further goods or services to you; and

(d) by notice in writing to you, terminate any contract with you so far as unperformed by us; without effect on our rights under this or any other contract.

(e) You agree to sign documents or do all things necessary to protect our rights under the agreement and appoint us as your attorney to sign any document or do anything that may reasonably be required to enforce our rights on default.

4.2 You are in breach of the agreement:

(a) where you are an individual, you become bankrupt or enter into any scheme of arrangement or any assignment or composition with or for the benefit of your creditors or any class of your creditors generally; or (b) where you are a corporation, that enters into any scheme of arrangement or any assignment or composition with or for the benefit of your creditors or any class of your creditors generally, or you have a liquidator, provisional liquidator, administrator, receiver and/or manager appointed, or any action is taken for, or with the view to, your liquidation (including provisional liquidation), winding up or dissolution without winding up, and our rights in Clause 4.1 may also be relied upon by us, at our option.

## **5.0 Passing of Property**

5.1 Until full payment in cleared funds is received by us for all goods supplied by us to you, as well as any other amounts owing to us by you:

(a) title and property in all goods remains vested in us and does not pass to you;

(b) you must hold the goods as fiduciary bailee and agent for us;

(c) you must keep the goods separate from your other goods and maintain the labelling and packaging of the goods;

(d) you hereby undertake to us to hold the proceeds of any sale of the goods on trust for us in a separate account, however any failure to do so will not affect your obligation to deal with the proceeds as our trustee;

(e) upon a default by you we may, without notice, enter any premises where we suspect the goods may be stored and remove them, notwithstanding that they may have been

attached to other goods that are not our property, and for this purpose you irrevocably license us to enter such premises and shall also indemnify us from and against all costs, claims, demands or actions by any party arising from such action. You also agree to indemnify and hold us harmless for all reasonable costs and expenses of recovery of the goods and losses if any on their resale.

(f) you shall keep the goods insured.

(g) To protect our security interest in the goods until payment we may choose to register the agreement between us under the Personal Properties Securities Act 2009. You agree to do all things necessary to facilitate such registration.

## **6.0 Risk and Insurance**

The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods shall pass to you immediately upon delivery of the goods to the premises nominated by you.

## **7.0 Performance of contract**

Any period or date for delivery of goods or provision of services stated by us is intended as an estimate only and is not a contractual commitment. We will use all reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services.

## **8.0 PCFIXIT Warranties**

8.1 If we cannot fix or diagnose your computer related problem, we will not charge you for those services in respect of that problem (Our Customer Service Guarantee).

In some cases, the solution may be that you need to upgrade or replace your software or hardware. If we advise you to do so and you choose not to upgrade or replace your software or hardware, you acknowledge that we have met our commitment to you by providing you with a solution to your problem, whether or not you choose to implement that solution.

Where we have provided a solution and you elect to reject the solution, we reject the right to charge a diagnostic or service fee.

8.2 We stand behind our service. If you notify us of a problem with the services we provided, and our diagnosis of the problem indicates our services were not performed satisfactorily, we will work to provide a solution to rectify the problem quickly and at no additional cost to you.

8.3 You acknowledge that sometimes computer problems are more deeply rooted, complicated and interconnected than can be initially diagnosed. You also acknowledge that a problem which occurs with your computer after our visit may be unrelated to the work we performed for you and is therefore outside the scope of Our Customer Service Guarantee.

8.4 When we sell you equipment, hardware or software, we may be selling such equipment, hardware or software on behalf of a third party manufacturer or licensor. We do not warrant that the operation of any software we install or service will be uninterrupted or error free. You

acknowledge software (and information technology and communications products generally), including your software, may have errors and may encounter unexpected problems, and accordingly, you may experience downtime and errors arising from use of software. You also acknowledge that your use of such software may be subject to a third party licence. We shall not be liable for any such problems that you or your business may suffer.

8.5 We shall honour all terms (if any) that are implied under applicable State and Commonwealth laws concerning the supply of the goods and/or the performance of the services and nothing in this clause 8 seeks to restrict, modify or exclude such terms. Our express warranty and guarantee are in addition to and do not affect your statutory rights and remedies.

8.6 We will comply with our obligations under the Privacy Act 1988. You agree and consent irrevocably to our use of your personal information in accordance with the Privacy Act 1988.

## **9.0 Customer's Responsibilities**

9.1 You shall be solely responsible for all data inputs, the manner of use of the goods by all those to whom it provides access and all outputs derived, and all other results of such processing.

9.2 You shall comply, at your own expense, with any recommendations and guidelines with respect to the use of the goods, including any adjustments or replacements required in respect of equipment and software that is incidental or collateral to the use of the goods.

9.3 You shall ensure that your operators are adequately trained and informed as to the use of the goods and shall comply with guidelines and procedures supplied by us and/or any third party manufacturer from time to time.

9.4 You shall promptly report errors or faults in the operation of any aspect of the goods or any provision of the services in accordance with applicable fault reporting procedures from time to time.

9.5 You shall perform general "housekeeping", included but not restricted to testing, adjustment and/or maintenance as recommended by us in respect of any goods supplied by us to maximise the availability of and performance of the goods. Alternately you will permit performance of such housekeeping by us of any of our obligations hereunder, the cost of this "housekeeping" will incur costs and those costs will be payable by you.

9.6 You agree to exercise due care and carry out such precautions which may be recommended by us or otherwise required as a matter of due diligence in connection with the performance by us of any of our obligations hereunder, without limiting the generality of the foregoing, advising your staff of system restarts or scheduled downtime, recording of error information, and will co-operate with other system administration activities such as, but not limited to, running diagnostic tests and operational readiness tasks.

9.7 As a fundamental term of these Conditions you are required to back up all software, data and files stored on your computer and/or on any other storage devices you may have prior to the arrival of the PCFIXIT technician. We, our employees, and/or our third party service provider shall not be responsible at any time for any loss, alteration or corruption of

any such software, data or files. If you choose not to back up your data yourself, you will advise the technician upon arrival. In the event of you choosing to not back up your own data, you will be provided with an option of data back up being performed by the technician. This service will attract an additional charge.

## 10.0 Liability

10.1 To the full extent permitted by applicable law, all conditions, warranties, representations, indemnities and guarantees with respect to the goods and/or the services, or other goods or services that may be provided by PCFIXIT under these Conditions, that may otherwise be implied by statute, law, equity, trade custom, prior dealings between the Parties or otherwise (including, but not limited to, any implied warranty of merchantability, fitness for particular purpose, quiet enjoyment or non-infringement) are hereby expressly excluded.

10.2 Except to the extent specifically provided in these Conditions, our sole liability to you for any and all breaches of any term or terms of these Conditions, whether express or implied, shall be limited to:

10.2.1 subject to sub-clauses 10.2.2 and 10.2.3, the aggregate amount of the fees and charges paid by you under these Conditions as at the date of the breach;

10.2.2 in relation to goods if supplied to you as a consumer (as defined in the Trade Practices Act 1974):

(a) the replacement of the goods or the supply of equivalent goods; or (b) payment of the cost of replacing the goods or acquiring equivalent goods; or

(c) the repair of the goods or payment of the cost of having the goods repaired, as in each case we may elect; and

10.2.3 in relation to services if supplied to you as a consumer (as defined in the Trade Practices Act 1974):

(a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again, as in each case we may elect.

10.3 In no event shall we be liable to you or to any third party under or in connection with these Conditions or in respect of the use of (or failure or performance of) the goods or the supply of the services for:

10.3.1 malfunctions or failures caused directly or indirectly by:

(a) any third party;

(b) our actions that were expressly or impliedly authorised by you, or by your employees or agents;

(c) accident, misuse or abuse by anyone other than us;

(d) alteration or modification of the goods by anyone other than us;

(e) products (including any hardware or software) not licensed or supplied by us that are attached to or used with the goods;

(f) your failure to provide a proper operating and working environment for the goods;

(g) damage during any movement, relocation or re-installation of the goods;

(h) power surge or failure,

(i) acts of God or acts outside our reasonable control;

(j) any other condition not arising under normal operating conditions; or

(k) normal wear and tear; or

(l) improper use; or

(m) an accident or intentional damage or sabotage; or

(n) failure to use updated and current antivirus software and firewalls;

10.3.2 any loss or damage of any nature arising or caused directly or indirectly by any breach of your obligations or responsibilities set out in these Conditions.

10.4 Any replacement of parts under warranty will be carried out at the premises nominated by us. The cost and risk of transport of any defective part to the nominated premises is your responsibility.

10.5 In no event will we be liable to you or to any third party under or in connection with these conditions or in respect of the use of (or failure or performance of) the goods or the supply of the services for:

10.5.1 any loss of profit, business interruption, loss of or damage to goodwill, and/or any expectation benefit;

10.5.2 your liability to any third party; or

10.5.3 incidental, consequential, special, exemplary or punitive damages of any nature, howsoever arising or caused, including without limitation the breach of these Conditions or any expiration or termination of these Conditions, whether such liability is asserted on the basis of statute, contract, tort (including negligence or strict liability), equity or otherwise, even if we have been advised of the possibility of such loss or damage.

10.6 We will not be liable for any loss or damage suffered by you where we have failed to meet any delivery date or cancelled or suspended the supply of goods or services.

10.7 Nothing contained in these Conditions excludes, restricts or modifies any:

10.7.1 implied condition, warranty or other implied obligation in relation to these Conditions or the goods and services where pursuant to applicable law to do so is unlawful or void; or

10.7.2 liability for fraud or deceit; or

10.7.3 liability for death or personal injury caused by the negligence of either Party.

## **11.0 Copyright in Software**

11.1 We will not be responsible to you or any third party for any breach of any software licence in respect of software provided to us by you to be installed on your computer.

11.2 You hereby warrant that you have a valid licence in respect of such software and shall indemnify us and hold us harmless against any loss, damage, costs, harm or other expense whatsoever arising either directly or indirectly as a result of us installing software at your request.

## **12.0 Cancellation**

12.1 If, through circumstances beyond our reasonable control, we are unable to effect delivery or provision of goods or services, then we may cancel your order (even if it has already been accepted) by notice in writing to you.

12.2 If you give us less than 8 Business Hours notice to cancel any request for onsite service, then we may charge a cancellation fee equal to the first hour of service at the rates quoted at the time of booking for the loss and expense caused.

## **13.0 No representation or reliance**

13.1 You acknowledge that neither we nor any person acting on our behalf has made any representation or other inducement to enter into these Conditions, except for representations or inducements expressly set out in these Conditions and the final contract.

13.2 You acknowledge and confirm that you do not enter into these Conditions in reliance on any representation or other inducement by or on behalf of us, except for representations or inducements expressly set out in these Conditions and the final contract.

13.3 Without limiting the generality of clauses 13.1 and 13.2, you understand and hereby confirm that:

(a) your decision to enter into these Conditions was, and is, not based on any promise, representation, statement, warranty or undertaking made or given by us or any person on its behalf in relation to the capacity, uses or benefits that might or would be derived or obtained from the goods or services, except as expressly set out in clause 8, and

(b) you have relied on your own skill and judgement in deciding to purchase and acquire the goods and services.

## **14.0 Supplemental**



14.1 PCFIXIT has strict rules about the independence of its professional staff, particularly in respect of investments in client organisations. Staff involved in assignments with client organisations may be precluded from having any personal financial dealings with that organisation. In accordance with customary practice, we will require that you do not approach any member of PCFIXIT staff to offer them any form of employment, (casual, part-time, permanent or contract). Failure to observe this may result in the client reimbursing PCFIXIT all costs in relation to refilling the position and any lost revenue.

14.2 PCFIXIT shall have no liability for delays or failures in delivery or performance resulting from force majeure, including but not limited to, war, demands or requests of Government authorities, strikes, shortages of labour, fuel, power, raw materials, late or defective performance or non-performance by suppliers, transportation disruptions, inability to ship or other causes, beyond our reasonable control.

## **15.0 Entire Agreement**

15.1 To the extent permitted by law, in relation to its subject matter, these Conditions:

15.1.1 embody and constitute the entire legal and contractual relationship of the Parties, including the entire terms agreed by the Parties; and 15.1.2 supersede, replace and terminate by mutual consent any prior written or oral representations, negotiations, understandings, agreements or contracts between the Parties.

No addition, amendment or modification to these Terms and Conditions shall be effective unless it is in writing and signed by the chief officer of PCFIXIT.

## **How to contact us**

If you have any concerns or questions, please email [support@pcfifix.com.au](mailto:support@pcfifix.com.au) as found in this website or call +61 1300 930 179

## **Use of the Website**

### **You must not:**

Use any other person's name, user identification when accessing or using this website, unless it is with our consent;  
Provide any information to us which is the confidential information or proprietary information of any other person;  
Use this website in any way which may be in breach of any laws, rules or regulations or may infringe any third party rights.

We reserve the right to change any services, product prices, product specifications and availability at any time. All prices and descriptions.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question will not be affected.

This Website, any content contained herein and any contract brought into being as a result of usage of this Website are governed by and construed in accordance with law of the

jurisdiction specified in the clause below and the parties to any such contract agree to submit to the exclusive jurisdiction of the courts as specified. All contracts are concluded in English. These terms and conditions do not affect your statutory rights.

You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

You further acknowledge any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Goods and services sold by us may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

Products, services, prices and offers are only valid at the time they are published on our Website. All images are only a guide, they should not be relied upon as exact representation of an item.

Drawings, descriptive matter of goods and services on the Website are for the sole purpose of giving an approximate description of the goods and services.

We may also change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts or the entire Website without notice or liability.

## **We reserve the right to:**

Modify, withdraw, either temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website;

Change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed.

## **You may not use the Website for any of the following purposes:**

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise;
- breaches any relevant laws, regulations or code of practice;
- gaining unauthorised access to other computer systems;
- interfering with any other person's use or enjoyment of the Website;
- breaching any laws concerning the use of public telecommunications networks;
- interfering or disrupting networks or websites connected to the Website;
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

We reserve the right to refuse to post material on the Website or to remove material already posted on the Website.

## **Information provided to us**

You may at your discretion provide information to us in order to receive information about us, the products or services displayed on this website, to receive information relating to our services and listings or to be involved in promotions or other activities undertaken by us. If you do so, you agree that any such information becomes our property.

## **Return Policy**

PCFIXIT replaces any goods that arrive at their destination faulty or damaged. Notification of faulty or damaged products must be received by our Customer Service Department within 48 hours of your parcel being signed for. Under these circumstances, PCFIXIT will provide instructions on how to return goods in an appropriate manner.

## **Privacy Policy**

### **Privacy Statement**

We are committed to the protection of personal privacy and have adopted a policy to protect information about individuals. This policy describes the information we collect at this website, how we use that information, how that information may be disclosed, the security of

that information, how you can access and correct any such information and other relevant details concerning your privacy.

### **Collection of Personal Information**

You may provide personal information to us to receive information about products or services offered through this website, to purchase such products and services, to receive newsletters or become involved in promotions or other initiatives commenced by us. This personal information may include details such as your name, age, gender, contact information, products and services you are interested in or require more information about. If you purchase or request products and services from us we may also request your preferences for receiving further marketing or promotional material. The choice of how much information you provide to us is yours. We seek this information either to process your request for information and provide that information to you, to improve the quality of our products and services or to assist you to determine which products and services best meet your needs. We may also collect and store information about your visit to its website, including:

- the name of the domain from which you accessed the internet
- the date and time you accessed the website
- the internet address of the website from which you linked directly to the website
- the pages you accessed while visiting the website

This information does not in itself identify individuals and is used to measure the number of visitors to the website and how it was navigated. This information assists us to make the website more useful to you. We also collect information from subscribers (persons registering their details with us through the website) or website visitors for the purpose of improving our quality and effectiveness and to provide you with information. We welcome feedback from you about all aspects of this website. We store feedback that users send to us. This feedback is used to administer and refine our service. We may also use the information to improve or promote this site. We will not publish your name in connection with any information you provide without your permission.

### **How do we use the Personal Information?**

The personal information obtained from this website is used, where you have so requested PCFIXIT

- to provide products and services to you
- to provide you with information, newsletters or other communications
- to involve you in promotions and other initiatives undertaken by us

Some of the uses of the information described above may be provided by third parties, who are authorized to use this personal information for these purposes.

Other than for the purposes described above, we will not use your personal information without your prior consent. The only exception to this rule is where disclosure is necessary to prevent injury to life or health, to investigate any suspected unlawful activity or where it may be required by law such as in a response to a warrant, subpoena or other legal process.

### **Security of your information**

We take reasonable steps to ensure the security of all information we collect from risks such as loss or unauthorized access, destruction, use, modification or disclosure of data. For example, your personal information is maintained in a secure environment which can be accessed only by authorized personnel.

### **Disclosure of Personal Information**

#### **Access and correction of personal information**

You may request access to your personal information collected through this website at any time. Please send an email at the contact address shown on this website. If any information is incorrect please advise us and we will update it.

#### **Changes to this Privacy Statement**

This privacy policy may change from time to time particularly as new rules, regulations and industry codes are introduced.

Thank you for taking the time to read our Terms & Conditions.

DO NOT COPY