

AGREEMENT

TERMS

1. Computer Troubleshooters-Wyong, hereafter known as "CTW" and "The Customer" is the person / Corporation making this Agreement.
2. Payment terms are strictly at time of service. Business customers may be granted 7 days net from date of invoice on subsequent servicing.
3. All work performed on an hourly basis will be at CTW's applicable rates.

CONDITIONS

4. Notice of cancellation is required. At least 2 hours notice must be given when cancelling an appointment otherwise this will attract a cancellation fee of 1 hour at the applicable rate.
5. All servicing that is recommended by us comes with a 1 month limited warranty. This warranty allows for a technician to return to the premises at no charge if the work performed by the technician has not fixed the problem provided that no alteration to the equipment software or hardware has been undertaken post service.
6. All parts include 12 months warranty, unless otherwise specified. Parts Warranty covers replacement of parts provided by CTW only. CTW assumes no liability for unlicensed software or problems arising by the user or software.
7. Any service of warranted goods which are found to be free of faults or goods with physical damage or damage caused by improper use are not covered by warranty. The customer shall be liable for all charges associated at applicable charge rates
8. CTW takes all due care in servicing all goods, however CTW accepts no liability whatsoever for any damage or loss of goods or trade arising during or after servicing. CTW will not be responsible for any loss of data in any form and it is the responsibility of the Customer to backup all data before service is provided by CTW.
9. CTW will not be responsible for any incompatibilities between software and / or hardware.
10. CTW will only accept responsibility for adherence to technical or performance specifications by any goods to the extent that the Manufacturer of those goods accepts that same responsibility.
11. All communication should be directed to CTW on 02 4305 2141 or alternatively by email to wyong@ctwyong.com.au or post to PO BOX 4095 BAY VILLAGE NSW 2261. Any problems should be reported immediately to CTW.
12. The Customer will not privately contract or attempt to contract with any of the staff of CTW.
13. The Customer acknowledges that, should any amount not be paid on the due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any further notice. The Customer agrees that a service charge of 0.1% per day on overdue balances may be charged to the Customer's account at the discretion of CTW.
14. In the event of CTW instructing its agents to collect an overdue amount, all legal fees, collection charges and tracing agents fees, shall be borne by The Customer and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
15. Dishonoured cheques are subject to a \$40.00 charge.
16. Title and property of goods delivered by The Company shall not pass to the Customer until payment in full for the product has been received by CTW. Notwithstanding the aforementioned reservation of ownership clause. The risk of any loss or damage to or deterioration in product from whatever cause shall pass to the Customer at the time of delivery.
17. The terms and conditions contained herein, constitute the entire Agreement between the parties and no amendment or variation shall be of any force and effect unless made in writing. No representations have been made by the Company or on its behalf, which have induced the Customer to enter into this Agreement.
18. The law applicable will be the law of the State of New South Wales.