

Terms and Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern After Hours I.T. Yass's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'After Hours I.T. Yass', 'Yass I.T.' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website does not use cookies.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of New South Wales, Australia.

"we" are: After Hours I.T. Yass, ABN 69 652 164 502 whose registered address is at Yass NSW Australia.

“you” are: any person who uses our website or buys any Service from us in any circumstances.

1 Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes Content Posted by you.
“Detailed Specification”	means the written specification of the work you have instructed us to do, and which we will prepare for your approval.
“Documentation”	means the instruction manuals user guides and other documentation agreed to be written by you.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all of the hardware and software installations that enable our website to function.
"Post"	means place on or into Our Website any Content or material of any sort by any means.
“Price”	means the price for our Services as set out on Our Website.
“Services”	means all of the services available from Our Website, whether free or charged.
“Work”	means the work we do to provide the Services you have ordered.

2 Interpretation

In this agreement unless the context otherwise requires:

- 2.1 a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.2 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.3 in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.4 the headings to the paragraphs to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.6 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person;
- 2.7 a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness that person would have if he had made reasonable inquiries.
- 2.8 in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated \$59 per hour.
- 2.9 these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.
- 2.10 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3 Basis of contract

- 3.1 In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.

- 3.2 Subject to these terms and conditions, we agree to complete the Work and to provide to you some or all of the Services described on Our Website at the Prices we charge from time to time.
- 3.3 You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services you intend to buy are suitable and satisfactory for your requirements.
- 3.4 So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
- 3.5 Our contract with you and licence to you last for until completion of the job we were hired to complete. Any continuation by us or by you after the expiry is a new contract in the terms then shown on Our Website. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.
- 3.6 The contract between us comes into existence only when we confirm that we agree to provide to you the Service you want via email or text message. Your payment does not create a contract. If we decline to provide a Service we shall immediately return your money to your credit card.
- 3.7 We do not offer the Services in all countries. We may refuse membership if you live in a country we do not serve. We only serve New South Wales, Australia.
- 3.8 Subject to all the terms in this agreement, we authorise you to access and use Our Website and to download and print a small part of the Content. This licence is conditional not only on your compliance with all of the terms of this agreement, but also on your using the Content only as intended by us, for your use in connection with the Work.
- 3.9 Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 3.10 If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 3.11 We may change this agreement and / or the way we provide the Services, at any time. If we do:

- 3.11.1 the change will take effect when we Post it on Our Website.
- 3.11.2 you agree to be bound by any changes. If you do not agree to be bound by them, you should not use Our Website or the Services.
- 3.12 Our contract terminates on the earliest of:
 - 3.12.1 our completion of any Work or Service for which you have paid us. If there is any doubt as to when this is, or was, then our decision is final;
 - 3.12.2 our having worked for the amount of time for which you have paid us, even if the Work is unfinished.
- 3.13 As a result you are not a client for the time between our completing one piece of work for you and starting another. Each piece of Work is a new retainer which terminates when that Work is done. If we should give advice on the same subject at a later time, that advice constitutes a separate contract and does not retrospectively extend the first contract for our Services.
- 3.14 There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not liable to you in any way resulting from your use of any free Service.
- 3.15 Prices for business Services are exclusive of any applicable goods and services tax or other sales tax. Prices for Services which you may buy as an Australian consumer are inclusive of GST.
- 3.16 The Price of any Service may be changed by us at any time. But we will never change a Price so as to affect the Price charged to you at the time when you buy a Service.
- 3.17 You agree that you are bound by these terms (or the latest version of them) for all future contracts with us, whether ordered through Our Web Site or in some other way.

4 Security of your credit card

- 4.1 We take care to make Our Website safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

5 Price and payment

- 5.1 Prices for business Services are exclusive of any applicable goods and services tax or other sales tax. Prices for Services which you may buy as an Australian consumer are inclusive of GST.
- 5.2 The Price of any Service may be changed by us at any time. But we will never change a Price so as to affect the Price charged to you at the time when you buy a Service.
- 5.3 Payment will be due to us within seven days of your receipt of our invoice.
- 5.4 Payment may be made by credit card to using PayPal Here (onsite), by cheque, or by transfer to our bank account.
- 5.5 If we do not receive payment within the period required, we shall stop Work until you have brought your payment up to date and you may not be eligible for us to complete any new requests in the future.
- 5.6 It is possible that the Price may have increased from that posted on Our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price.
- 5.7 Banking charges by the receiving bank on payments to us will be borne by us. Payment to be made in Australian dollars, if an exchange charge is applied due to payment in any other currency this will be borne by you.
- 5.8 Any details given by us in relation to exchange rates are approximate only and may vary from time to time.

6 Service provision

- 6.1 The Services are listed and described on Our Website. Once you have paid we will contact you to tell you what help we need from you and when we shall start, and complete our Work for you.
- 6.2 In order to provide the Services we need specific help from you, as follows:
 - 6.2.1 access to the code of the pages of your website;
 - 6.2.2 access to the sales data on which your payment to us depends;

- 6.2.3 information and confirmation from you on any aspect of your business which is of a technical or specialist nature outside of our expertise.
- 6.2.4 Access to your computer and/or mobile devices and/or any other electronic devices required to complete the work.
- 6.3 The provision of our Service relies on a schedule of Work. If you are unable to provide us with acceptance or information we require for a period which extends the agreed timescale, then we are entitled to payment in accordance with the schedule in any event. This includes appointments for which you do not keep and do not notify us of 24 prior to your appointment.
- 6.4 Our Services will be delivered by onsite attendance, offsite repairs, phone, Skype or remote access or by all of these, at our choice / in the way we have explained in Our Website.
- 6.5 If we are not able to provide your Services within 10 days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.
- 6.6 If we have started to Work for you and you cancel this contract, you accept that you will be obliged to pay us for Work done, whether or not this Work is sufficiently advanced for you to be able to use it.
- 6.7 You may not share or allow others to use the Services in your name.

7 Representative liaison

- 7.1 With effect from today we and you will each nominate a representative who will be authorised to make decisions relating to the Services you have ordered and who will be responsible for:
 - 7.1.1 reviewing the progress of the Work;
 - 7.1.2 providing all information and Documentation reasonably required by the other of them to enable completion of the Work.

8 Work management procedure

- 8.1 We shall prepare a Detailed quote for your approval.

- 8.2 You will within seven days of receipt of the Detailed Quote (sent via email) either approve or give us your further instructions for edit of it. If you fail to respond within that time period you will be deemed to have not approved the Detailed Quote and the detailed quote will become invalid
- 8.3 We shall take account of all reasonable comments and/or requests for amendment received from you and shall incorporate them in a revised version of the Detailed Quote to be prepared and emailed to you as soon as reasonably possible.
- 8.4 The process described above will be repeated until you have approved (or are deemed to have approved) the Detailed Quote.

9 Content of Detailed Specification

The Detailed Specification will include (among other things):

Our contact details

The purchase prices of any items you wish to purchase

An estimate of expected number of hours to complete

Any applicable surcharges such as call out fees etc

- 9.1 details of each commonly accepted standard which will be attained in respect of the Work, including those of the International Organization for Standardization.

10 Dissatisfaction with the Services

- 10.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Service, please tell us at the earliest opportunity:

10.1.1 exactly why you think we have failed;

10.1.2 the date, if relevant, of the failure;

10.1.3 when and how you discovered the failure;

10.1.4 the result of the failure;

10.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.

- 10.2 To do this, it is essential that you contact us by email at the Contact Point on Our Website.

- 10.3 You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card

provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our merchant service provider and secondly a sum based on time spent at \$59 per hour in dealing with your breach. You also agree that this provision is reasonable.

11 Warranty as to compliance with standards / ISO, etc

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

- * During the process of repair, some or all of your stored data may be lost. Please ensure that you have saved this data elsewhere prior to repair.
- * The repair of your goods may result in the loss of any user-generated data. Please ensure that you have made a copy of any data saved on your goods.
- * 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.
- * Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

12 Confidentiality

- 12.1 We are both aware that in the course of our Work for you we will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings, transactions and affairs, all of which information is or may be confidential.
- 12.2 We both now undertake for ourselves and every employees' or sub-contractor whose services we may use both during and after completion of the Work, that we will not divulge to any person whatever or otherwise make use of (and will use their best endeavours to prevent the publication or disclosure of) any trade secret or confidential information.
- 12.3 For the purposes of your above undertaking, the information will be deemed to include all information (written or oral) concerning the Detailed Quote.
- 12.4 Each of us now undertakes to the other to make all relevant employee's agents and sub-contractors aware of the

confidentiality of information and the provisions of this paragraph and to take all such steps as will from time to time be necessary to ensure compliance by its employee's agents and sub-contractors with these provisions.

- 12.5 Each of us now undertakes to the other that for the period of [12] months following completion of the Work they will not directly or by an agent or otherwise and whether for themselves or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.
- 12.6 The provisions of the last previous sub paragraph will not apply to one of them if the other becomes subject to bankruptcy, receivership or liquidation proceedings.

13 Intellectual Property

You agree that at all times you will:

- 13.1 not cause or permit anything which may damage or endanger our title to the Intellectual Property.
- 13.2 notify us of any suspected infringement of the Intellectual Property;
- 13.3 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
- 13.4 on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
- 13.5 not use any name or mark similar to or capable of being confused with any name or mark of ours;
- 13.6 so far as concerns software provided or made accessible by us to you, you will not:
 - 13.6.1 copy, or make any change to any part of its code;
 - 13.6.2 use it in any way not anticipated by this agreement;
 - 13.6.3 give access to it to any other person than you, the licensee in this agreement;
 - 13.6.4 in any way provide any information about it to any other person or generally.
- 13.7 not use the Intellectual Property except directly in our interest.

14 Disclaimers and limitation of liability

- 14.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 14.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph will be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 14.3 Our Website and our Services are provided “as is”. We make no representation or warranty that the Service will be:
 - 14.3.1 useful to you;
 - 14.3.2 of satisfactory quality;
 - 14.3.3 fit for a particular purpose;
 - 14.3.4 available or accessible, without interruption, or without error.
- 14.4 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 14.5 We make no representation or warranty and accept no responsibility in law for:
 - 14.5.1 accuracy of any Content or the impression or effect it gives;
 - 14.5.2 delivery of Content, material or any message;
 - 14.5.3 privacy of any transmission;
 - 14.5.4 third party advertisements which are posted on Our Website or through the Services;
 - 14.5.5 the conduct, whether online or offline, of any user of Our Website or the Services;
 - 14.5.6 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services;
 - 14.5.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
 - 14.5.8 any aspect or characteristic of any goods or services advertised on Our Website;
- 14.6 You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us for the Services concerned.
- 14.7 Except in the case of death or personal injury, our total liability under this agreement, however it arises, will not exceed the sum

of \$1,000. This applies whether your case is based on contract, tort or any other basis in law.

- 14.8 We will not be liable to you for any loss or expense which is:
- 14.8.1 indirect or consequential loss; or
 - 14.8.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 14.9 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us.
- 14.10 If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 14.11 Nothing in this agreement will be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

15 Termination

This agreement may be terminated:

- 15.1 when the Work has been delivered to you.
- 15.2 immediately by us if you fail to pay any additional sum due within seven days of the date of submission of an invoice;
- 15.3 immediately by either party if the other commits any material breach of any term of this agreement and which in the case of a breach capable of being remedied is not remedied immediately on receipt of a written request to remedy it;
- 15.4 immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).

Termination of this agreement by this paragraph will be without prejudice to any other rights or remedies to which a party may be entitled.

16 Miscellaneous matters

- 16.1 You undertake to provide to us your current land address, e-mail address, telephone and fax numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 16.2 No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 16.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it will be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it will be binding in that changed or reduced form. Subject to that, each provision will be interpreted as severable and will not in any way affect any other of these terms.
- 16.4 The rights and obligations of the parties set out in this agreement will pass to any permitted successor in title.
- 16.5 If you are in breach of any term of this agreement, we may:
 - 16.5.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 16.5.2 terminate your account and refuse access to Our services;
 - 16.5.3 remove or edit Content, or cancel any order at our discretion;
 - 16.5.4 issue a claim in any court.
- 16.6 Any obligation in this agreement intended to continue to have effect after termination or completion will so continue.
- 16.7 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.8 When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

16.9 Any communication to be served on either of the parties by the other will be delivered by hand or sent by registered post or by e-mail.

It will be deemed to have been delivered:

if delivered by hand: on the day of delivery;
if sent by post to the correct address: within 7 days of posting;
if sent by e-mail to the address from which the receiving party has last sent e-mail: when the sender receives a reply.

16.10 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

16.11 This agreement does not give any right to any third party, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies.

16.12 Neither party will be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.

16.13 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement will prevail.

16.14 Each party will bear its own legal costs and other costs and expenses arising in connection with the negotiation and drafting of this agreement.

16.15 The validity, construction and performance of this agreement shall be governed by the laws of the State of New South Wales, Australia and you agree that any dispute arising from it shall be litigated only in the State of New South Wales, Australia.