

Mandurah Geeks – Terms & Conditions – Supply of Services & Goods

The terms below apply to our supply of services and goods to you (**Agreement**). All references to:

(a) ‘you’ means the individual or business customer requesting the services and / or goods from us;

(b) ‘we’, ‘our’ or ‘us’ means Mandurah Geeks (ABN **14 104 014 952**); ‘services’ means the services we provide to you as described on our website and as further described in this Agreement, including on-site services and remote services; ‘goods’ means all products and other goods (including software) supplied by us to you, and ‘website’ means www.mandurahgeeks.com.au.

1. Purchasing services from us

You may purchase services from us as follows:

(a) On demand – see clause 1.1;

Repair Notice: Where our services involve repairing your goods, please be aware that:

- 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; and
- 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.

1.1 On Demand

(a) We will perform the services and supply the goods specified in the booking confirmation email at the rates specified in that booking confirmation email. The pricing will be disclosed and agreed prior to the confirmation email.

(b) On-Demand requests are for on-site support only. At our discretion, however, we may temporarily elect to extend it to remote support (e.g. during Covid-19 social distancing restrictions).

(c) **Age, Location & Authority:** You must be at least 18 years of age and located in Australia to subscribe to the services. If you are subscribing on behalf of a business, you warrant that you have full authority to enter into this Agreement on behalf of the business.

2. Business Hours

2.1 We provide our services during the following hours (**Business Hours**). All hours are Australian Western Time, regardless of your location in Australia:

(a) **Remote support:**

1. **Monday to Friday:** 8am to 8pm (AWST)
2. **Saturdays:** 8am to 3pm (AWST)
3. **Sunday:** Closed or by appointment only
4. **Public Holidays:** Sunday hours apply to all public holidays, except that we do not provide any services on 25 December (Christmas Day) and 1 January (New Years Day).

(b) **On-site support:**

The same Business Hours above also apply for on-site support, except that:

1. Monday to Friday support is provided from 8am to 8pm (AWST).
2. an additional \$49 surcharge applies for on-site support on Saturdays, Sundays and Public Holidays, and will be added to the on-site service fee.

3. On-Site Services

3.1 Duration & charging

For services that we provide to you on-site, please note that:

- (a) a one-hour minimum duration applies; this is normally 45 minutes of labour and 15 minutes of administrative and diagnostic time.
- (b) further charging is in 15-minute blocks.
- (c) most issues can be solved in the first hour. If the technician, however, expects that it will take longer, they may give you alternative options, and you can decide how you want to proceed.
- (d) for on-site services, we do not guarantee that we can find a solution to your problem or offer any type or no-fix no fee. However, we will often advise you prior to our visit that a resolution may not be possible as all bookings are pre-assessed by a technician.
- (e) at Mandurah Geeks discretion we may choose to waive the callout fee.

3.2 Cancellation Charges (if less than 24 hours notice)

If you give us less than twenty-four (24) hours' notice to cancel any on-site service bookings:

- (a) we may charge you a cancellation fee equal to what you would have been charged for the first hour of on-site service (to reimburse us for the loss and expense caused);
- (b) the cancellation fee will be charged to your credit card / bank account at the time of cancellation; and

(c) a credit equal to the cancellation charge will be applied to your account and will be valid for 1 year. If you book another on-site service in the next 1 year, this credit will be applied against the fees payable for that on-site service. It may not, however, be used as a credit against any further cancellation fees payable.

3.3 Service Areas

To receive on-site services, you must be within a service area designated on our website.

3.4 Your On-Site Service obligations

(a) You must ensure that a person of at least 18 years of age is present for the duration of the provision of on-site services.

(b) You must provide our technicians who provide on-site services with:

1. (i) access to the areas of your premises necessary to provide services;
2. (ii) access to your computer;
3. (iii) a safe working environment and working space; and
4. (iv) electrical power and internet access (where applicable).

(c) If the services involve the installation of software, then you must provide our technicians with the installation disks for your operating system or software along with a product key for this software.

(d) You must back up all software, data and files that are stored on your computer and/or on any other storage devices you may have prior to the arrival of the Mandurah Geeks technician.

(e) You agree to comply with all relevant policies and procedures we advise from time to time on our website.

(f) You must ensure you do not cause any harm or injury to our on-site technicians.

3.5 Same Day Service

(a) "Same Day Service" is available if time and location allows us to attend. There is no additional fee's for our Same Day Service however they are not confirmed until a technician has accepted the booking and you have been notified the booking is "Approved"

3.6 Set-up Service

Where we provide you with on-site technology set-up services for a fixed fee the following additional terms apply:

(a) **Computers** – setup will include:

1. Set up of system configuration and user accounts;
2. Perform system updates;
3. Connect to your WiFi and a printer (provided that your WiFi network must already be configured and available, and your printer must already be configured and connected to the WiFi network);
4. Configure security & antivirus software, and install Microsoft Office & one other software. This will involve installing trial versions of software will be installed unless you have purchased a licence or subscription. A high speed internet connection is required for software that requires download; and
5. Set up email client.

(b) **Printer** – setup will include:

1. Perform required updates;
2. Install your ink and toner;
3. Connect to your WiFi network (provided your WiFi network is configured and available);
4. Configure and test printer/scanner functionality (provided scanner will only be supported where part of printer / scanner combination);
5. Connect up to 3 devices (including mobiles, tablets and computers).

(c) **WiFi Network** – setup will include:

1. Configure and secure modem / network router;
2. Connect internet (provided ISP & internet connection must be active and account information must be available, and will exclude any fixed in-wall cabling);
3. Connect one range extender or powerline adaptor;
4. Connect up to five devices (including mobiles, WiFi enabled smart tvs, tablets, computers and printers).

4. Remote services

4.1 Your Remote Service obligations

Where we provide you with remote services, you must:

- (a) backup all of your data before you call us for your assistance;

(c) be at least 18 years of age and physically located in Australia at the time of your call; and

(d) have legitimate copies of all software as well as all installation disks/media and product keys ready to use when you ring us about a problem.

5. Your warranties, authorisations and acknowledgements

5.1 No third party infringement

You warrant that:

(a) you are the owner or authorised licensee of all software, data, media, PCs/laptops and other equipment which you ask us to access, repair or install for you, and

(b) providing our services in relation to those things does not violate any third party rights.

5.2 Access to your PC/laptop, systems and data

You consent and authorise us to:

(a) access your nominated PC / laptop in order to provide our services.

(b) access, modify, reproduce and / or temporarily impair your data, systems, programs or electronic communications to the extent necessary to carry out the services.

5.3 Your Data back-up obligation

You are responsible for ensuring your data, software and media is backed-up prior to us accessing your systems or technology to provide our services. Subject to any rights the customer may have under the Australian Consumer Law, we will not be responsible at any time for any data loss, alteration or corruption of any such data, software or media.

5.4 Acknowledgements and disclaimers

You acknowledge that, to the extent permitted by law (including the Australian Consumer Law):

(a) **Timeframes are estimates only** (other than our same day guarantee, any period or date for delivery of goods or provision of services stated by us is an estimate only. We will use best endeavours to meet any estimated dates for delivery of the goods or completion of the services and provide you with as much notice as possible of any expected delays).

(b) **On-site support – return to base for difficult problems** (it may not be possible to resolve all problems via an on-site service. In particularly difficult cases, we may (with your permission) need to take your system to our base or third party premises for

diagnosis and repair. We will exercise all due care while in possession of your equipment to ensure that no loss or damage occurs).

(c) **Recommendations for upgrades / replacements** (in providing the services and goods to you, we may identify that the solution to your problem is to upgrade or replace your software or hardware. In that case 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).

(d) **No guarantee that all issues will be identified** (while we use our best efforts to identify issues with your software and hardware, given the nature of technology, you acknowledge that we do not guarantee that all problems or security threats will be identified).

(e) **Final solution may differ from initial diagnosis** (as computers are complicated and sometimes problems are more deeply rooted or complicated than initially diagnosed, our final proposed solution may be different from the initial diagnosis).

(f) **Not all issues can be resolved by remote support** (you acknowledge that some problems cannot be fixed over the telephone or by remote system access, and may require on-site support).

(g) **Failure to follow our instructions or advice** (you agree that we are not liable for any loss or damage that results from your failure to follow our instructions, recommendations or advice).

6 Payment

6.1 On-site service fees and other fees (eg repairs) are payable by you immediately on booking or completion of services.

6.2 All fees are payable by debiting the relevant credit / debit card or bank account provided by you at the time of booking or purchase.

6.3 Unless otherwise stated, all fees are inclusive of GST. If a party is liable to pay for a Taxable Supply, it will also pay the amount of any GST in respect of the Taxable Supply. "Taxable Supply" and "GST" have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8 Privacy:

We will comply with the *Privacy Act 1988* (Cth) and act in accordance with our Privacy Policy which can be viewed at www.mandurahgeeks.com.au/privacy-policy.

9 Liability

9.1 Australian Consumer Laws

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

9.2 To the extent permitted by law (including the Australian Consumer Law where the goods or services in question are not of a kind ordinarily acquired for personal, domestic or household use or consumption), our liability to you (whether arising in contract, negligence or otherwise) is limited to (at our option):

(a) in relation to goods:

1. (i) the replacement of your goods or the supply of equivalent goods;
2. (ii) the payment of the cost of replacing your Product or of the supply of an equivalent Product; or
3. (iii) refunding the amount of your order, and

(b) in relation to services:

1. (i) supplying of the services again; or
2. (ii) payment of the cost of having the services supplied again.

The above limitation, however, will not apply to our liability for death, personal injury or tangible property damage directly caused by our gross negligence.

9.3 You agree that, to the extent permitted by law (including the Australian Consumer Law), we will not be liable to you (whether in contract, negligence or otherwise) for any:

- interruption of business;
- loss of revenue, profits or business reputation;
- delays or service disruptions (other than our same day guarantee);
- loss, alteration or corruption of data, software or media;
- viruses or system failures; or
- events beyond our reasonable control.

9.4 We are also not liable to the extent any loss:

- (a) is caused by you (for example, through your negligence or breach of contract);
- (b) results from your failure to follow our advice or reasonable directions or to take reasonable steps to avoid or minimise your loss.

10 Termination & Suspension

10.1 A party may terminate this Agreement immediately on written notice to the other if:

- (a) the other party breaches a term of this agreement which is not capable of remedy; or
- (b) where the breach is capable of remedy, the other party fails to remedy the breach within 10 days of written notice of the breach.

10.2 We may suspend the services at any time to the extent we reasonably believe necessary due to your breach of this Agreement (including suspending services where you fail to pay fees when due), or in order to prevent any damage to or misuse of our services or systems.

11 Changes to Terms

11.1 We may change the terms of this Agreement from time to time (by updating this Agreement on our website), provided that:

- (a) **On-Demand customers:** These changes will take effect as soon as they are made and apply to all renew service requests.

11.2 Notwithstanding the above, nothing prevents us:

- (a) to make urgent changes to this Agreement that are required by law, or reasonably necessary for security or technical reasons or to prevent fraud or misuse of the services (including the Fair Play policy).

11.3 You acknowledge that we may withdraw service offerings from time to time. Where this impacts your current Subscriptions or Support Packs, we will:

- (a) provide you with a pro-rata refund of any unused pre-paid fees (having regard to unused Support Pack hours, or remaining months in your Subscription Term); and
- (b) endeavour to provide you with reasonable advance notice of such service / offering withdrawals.

12 Force Majeure

We will not be liable for non-performance or delays caused by external events beyond our reasonable control (“**Force Majeure**“). Force Majeure events shall include, without limitation, acts of war, terrorism, cyber-attacks, civil commotion, epidemic or

pandemic, natural disasters, blockades, embargoes, strikes and lockouts, any other acts of god or act of any government or governmental agency.

13 Governing Law

This Subscription Agreement is governed by the laws of **Western Australia**

14 Notices, Feedback and Information

(a) **(Notices)** You agree that any notices or other communications may be provided to you by email (to the email address you have provided to us as part of the registration process). You must promptly notify us if you change your email address. You may send notifications to us via help@mandurahgeeks.com.au

(b) We welcome your feedback. It helps us improve! You agree that we may use any written feedback you provide to us on our website and otherwise for marketing purposes without needing to obtain your further consent to do so.

15 General terms

(a) **Assignment** – You must not assign this Agreement (or any Subscriptions or Support Packs), except with our prior written consent.

(b) **Waiver** – A failure or delay in exercising any right, power or remedy does not operate as a waiver.

(c) **Severability** – If any part of these terms is illegal or unenforceable, it will be severed from these terms and the remaining terms will continue in full force and effect.

(d) **Survival** – Any provision of this Agreement which is by its nature a continuing obligation will survive termination of this Agreement.

(e) **Interpretation** – A word importing the singular includes the plural and vice versa, and references to “including” shall be construed as “including, without limitation.