

Terms and Conditions

This document has been updated and published by A Corp Computers Pty Ltd as of 27/05/2022.

All solution proposals or quotations or service agreements referencing this document are bound by the following terms and conditions as set down by A Corp. Computers Pty Ltd, hereafter referred to as "A Corp". The terms "you", "customer", or "client" refers to you as the customer of A Corp.

Internet Services

Specific terms and conditions for A Corp Internet Service Agreements can be found here:

[Business Internet Services Agreement](#)

VoIP and telephony Services

Specific terms and conditions for A Corp Internet Service Agreements can be found here:

[VoIP Service Agreement](#)

Hardware

A Corp are not liable for any damage to hardware or equipment resulting from improper installation or operation performed by the client or customer. A Corp offers professional installation services for all IT equipment at a small fee. All installation services from A Corp is performed by trained IT professionals.

Individual products are subject to the warranty provided by the manufacturer. A Corp are not responsible nor liable for faulty products. A Corp will assist with RMA requests and warranty returns with the hardware vendor or distributor.

A Corp are not liable for damage as a result of improper use, accidents or actions which occur to the device outside of A Corp's control. You, the owner of the product, are responsible for the care of your device.

Software and Licensing

The customer accepts that the purpose of use for software or licensing provided by A Corp complies with any applicable Terms and Conditions, End User Licensing Agreement or Terms of Service for the software or licensing.

A Corp are not liable for any financial loss as a result of software installation, operation or configuration which has not been performed by A Corp.

A Corp are not liable for any financial loss as a result of issues which arise relating to software which is not supported by a software licensor, developer, distributor or third party.

Scope of Support, Products and Services

Selected Managed Services may bear certain exclusions which must be fully understood by the customer prior to signing a managed services agreement. Please refer to your individual **IT Managed Service Agreement** for any specific detailed exclusions relating to your Standard Operating Environment. If no such Managed Service Agreement is in place A Corp are not liable for any support or management outside of the delivery of products and/or services purchased from A Corp. Ongoing support and maintenance for services, software or hardware is not included unless specified within an accepted quote or Managed Service Agreement.

The following exclusions apply to all A Corp clients:

- Hardware issues pertaining to faulty hardware, misuse or devices which have not been supplied and installed by A Corp staff, or not covered under manufacturer warranty.
- Issues resulting from failure to adhere to ASD Cybersecurity guidelines
- Issues arising as a result of improper use or interference with the standard processes and recommendations put forward by A Corp
- Issues arising as a result of the customer operating in a manner outside of the standard processes and recommendations put forward by A Corp
- Ransomware/Malware removal and clean-up

Support engagements outside of an active Managed Support Agreement are billed at our standard adhoc rates of \$155 ex GST within business hours, billed in 15 minute increments, 2 hours minimum for onsite requests. After Hours engagements are billed at \$225 ex GST per hour, minimum 1 hour for remote support, minimum 2 hours for any onsite support. A flat rate travel fee of \$50 applies to all onsite adhoc requests.

How We Bill

Quoted pricing may be subject to change due to a number of unforeseen circumstances including change of distributor/supplier, fluctuations in exchange rates and tax rates, or other circumstances beyond the control of A Corp. Prices may be subject to change until the payment of sale has been processed.

A Corp. Computers issues invoices for recurring monthly services on the 15th date of each month.

Payment options include:

- Monthly direct debit from bank account
- Credit Card (VISA or MasterCard)
- Electronic Funds Transfer

Delivery

Every effort is made by A Corp to ensure prompt delivery of all IT hardware or equipment purchased through us. A Corp are not liable for issues pertaining to delivery, including but not limited to:

- Vendor related issues with the production process of goods
- Supply Chain related issues

A Corp maintains a close relationship with vendors and supply chain companies to ensure no delays in the delivery of purchased goods. Should any issue with delivery arise, A Corp will do its best to liaise with the relevant parties and help to arrive at an appropriate solution.

Payment Terms

A Corp operates strict payment terms with all customers to ensure payments are made on-time and goods or services are delivered to the end customer promptly. In accordance with our general terms and conditions, payment terms are as follows:

- Orders under \$5,000 ex GST - payment **within 14 days** of receiving invoice. Invoice sent upon delivery of goods or commencing service delivery
- Orders of \$5000 or over require a 50% deposit upon order prior to A Corp procuring goods or providing services. Payment of remaining invoice amount required **within 14 days** of receiving invoice. Invoice sent upon delivery of goods or commencing service delivery.
- Orders above \$15,000 ex GST require full upfront payment prior to A Corp procuring goods or providing services

Title of ownership of goods does not transfer unless full payment of goods has been received. Failure to meet payment terms may result in having recurring services placed on hold, credit accounts for goods and services placed on hold or delays in delivery of goods or services.