

# Raspberry IT Terms and Conditions

## 1. Definitions

In these Terms and Conditions:

“we”, “us” or “our” means Raspberry IT, its agents or employees;

“you”, “your”, “client” means the customer that requested the Onsite Visit or Remote Support call;

“Information” has the meaning given to that term in clause 6.3;

“Onsite Visit” means a single visit to the client’s business premises or place of work for the purpose of providing Products and/or Services;

“Products” means any hardware, software or other products provided by us;

“Remote Support call” means any support, troubleshooting, or advice, requested by the client, and provided by us either via email, telephone, or remote connection tools;

“Services” means any IT maintenance or support, whether onsite or remote, requested by the client and provided by us;

“Terms and Conditions” means these terms and conditions.

## 2. Acceptance

2.1 When you arrange an Onsite Visit or Remote Support call, you agree to be bound by these Terms and Conditions.

## 3. Services

3.1 At the beginning of any Onsite Visit or Remote Support call, we will attempt to diagnose the problem described by you and on request will provide an estimate of the time required to resolve the problem. However, we do not guarantee that any diagnosis or estimate will be accurate.

3.2 If a problem cannot be resolved during the Onsite Visit or Remote Support call, another time will be agreed upon with you. You may stop the Onsite Visit or Remote Support call at any time.

3.3 To enable us to provide our Services, you agree to provide us with all information, assistance, co-operation, and access to premises and equipment that we may reasonably require to undertake the Services.

3.4 We will use reasonable endeavours to achieve the objectives of the Services, but we provide no guarantee, express or implied, that the objective will be achieved, and we will not be liable for any failure to meet the objectives provided we have used reasonable endeavours.

3.5 You, or some person over 16, must be present while we provide the Services, unless otherwise agreed upon by both parties.

## **4. Products**

4.1 Where agreed with you, we will provide Products as part of an Onsite Visit and subject to these Terms and Conditions.

4.2 Ownership of the Products will remain with us until payment is made in full.

4.3 You agree that the risk of any loss or damage to any Products sold, or deterioration of the Products, due to any cause whatsoever, shall pass to you on delivery of the Products.

## **5. Invoicing and Payment**

5.1 All invoices are issued via email through the Xero accounts system.

5.2 Invoices for Onsite Visits will be issued on the day of the visit. If the purpose of the Onsite Visit remains unresolved, we reserve the right to delay an invoice until such time as the problem is resolved.

5.3 If a problem is found to be unresolvable, we reserve the right to issue a reduced rate invoice to recover our costs.

5.4 Invoices for Remote Support calls will be issued on the day of the call. On request, a single invoice for Remote Support calls can be issued on the last day of the calendar month. A summary of all Remote Support calls, including dates, times, and details of the call, can be requested by the client.

5.5 Payment must be made to the account number on the invoice through Internet Banking, within 7 days from the date of the invoice.

5.6 On request, payments can be made by cash. A Cash Sale invoice will be issued for recording purposes.

5.7 If an invoice is overdue, we may cease work on any matter for you until the overdue account is resolved.

5.8 Overdue invoices may be passed on to debt collection agencies. All costs incurred in the process will be passed on to you.

5.9 Any disputes arising from invoicing must be advised in writing as soon as practical after the invoice was issued. We will endeavour to resolve any dispute without the need of Court proceedings. Any such attempt is without legal prejudice.

## **6. Privacy and Confidentiality**

6.1 We are committed to protecting your privacy. We will keep confidential all information we obtain from you in providing the Services and will not use that information for any reason other than as necessary for providing the Services.

6.2 Our confidentiality agreement will not apply to information that is in the public domain.

6.3 You authorise Raspberry IT to collect, retain, use, and provide to our staff and agents any personal information (“Information”) about you for the purposes of meeting our obligations to you, and enforcing our rights against you.

6.4 We may periodically contact you regarding promotions or specials, where the promotion or special is relevant to your business.

## **7. Warranty**

7.1 We warrant that we will use reasonable skill and care in undertaking the Services.

7.2 No warranty is given for the Products where any failure or defect results from:

- (i) improper storage or handling of the Products by you, your employees, agents, or customers. This includes, but is not limited to, any attempt to repair the Products being made by any person not authorised by us;
- (ii) use, installation, modification, or alteration (including repair) of the Products unless specifically recommended or authorised in writing by use or the manufacturer;
- (iii) fair wear and tear on the Products;
- (iv) failure to maintain the Products in accordance with any care or maintenance instructions provided by us or the manufacturer;
- (v) any other matter or event specified by the manufacturer in relation to a specific Product as invalidating or being excluded from any warranty.

7.3 Your remedy in relation to the breach of any warranty under this agreement or at law, in relation to any:

- (i) Services, will be for us to undertake such Services again to the required standard; or
- (ii) Products, will be for us to repair or replace such Product, at our option, provided that if neither option is available to us, we may refund the price paid for that Product.

7.4 We have no obligation to install, customise or provide any other Service in relation to any Products repair or replaced due to a breach of any Product warranty.

7.5 You acknowledge that if the Services or Products are supplied for business purposes, the guarantees provided under the Consumer Guarantees Act 1993 do not apply.

7.6 You warrant that you are authorised to initiate each Onsite Visit or Remote Support call and, in providing the Services or Products, our access to your premises, use of the equipment, software, information or other material available by you will not breach any third-party rights.

## **8. Liability**

8.1 Our liability to the client will be limited to the value of the Order supplied out of which any such liability arose.

8.2 The Contract and Commercial Law Act 2017, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.

8.3 Except as otherwise provided above, we will not be liable for any loss or damage of any kind whatsoever, arising from the supply of Products or Services, including consequential loss, whether suffered or incurred by you, or another person, and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided to you.

8.4 You indemnify us against any and all liability against any claim arising out of or resulting from your breach of clause 7.6.

## **9. Copyright and Intellectual Property**

9.1 Unless it is specifically agreed in writing to the contrary, Raspberry IT retains all intellectual property rights, including copyright, patents, registered, designs, source code, and all protection of confidential information in respect of any Products and Services provided by Raspberry IT for/to the Customer.

9.2 The Customer will at all times keep Raspberry IT advised of any infringement or potential infringement by a third party of Raspberry IT's intellectual property rights.

9.3 The Customer will immediately advise Raspberry IT of any alleged infringement by Raspberry IT of a third party's intellectual property rights. The Customer will indemnify and hold harmless Raspberry IT against any losses, costs, actions, or liabilities suffered or incurred as a consequence of such infringement or alleged infringement.

## **10. Force Majeure**

10.1 Neither party shall be liable for any default due to any act of God, war, terrorism, pandemic, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party (referenced as Force Majeure).

## **11. Termination**

11.1 We may immediately terminate the agreement between us if we consider:

- (i) you are in breach of these Terms and Conditions;
- (ii) there is any threat to the safety of any of our staff or agents;

- (iii) there to be the presence of unlicensed or illegal software;
- (iv) your equipment contains any pornographic, obscene, offensive or illegal content;
- (v) you are insolvent, bankrupt, in liquidation, unable to pay your debts, or otherwise an unacceptable credit risk to us.

## **12. General**

12.1 We will not be liable to you for any breach or failure to perform our obligations where such breach, delay, or failure is caused by anything beyond our reasonable control, including (without limitation) inability to obtain supplies, war, civil commotion, terrorism, strike, lockout, other industrial act, weather phenomena or other act of God (including any failure by any of our suppliers to supply on time).

12.2 These Terms and Conditions shall be binding on your legal representation, assignees, and successors.

12.3 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality, and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

12.4 We may amend these Terms and Conditions from time to time.