TECHSEND

1. **General**
   1.1. These terms and conditions form a contractual agreement between TECHSEND PTY LTD ("TechSend", "us", "We"), and the CLIENT ("client", "you")
   1.2. The client agrees to pay a minimum fee for service for a TECHNICIAN from TECHSEND PTY LTD to provide the CLIENT with support services between the hours of 8:00am – 8:00 pm Monday to Friday and by Appointment on Weekends / After Hours.
   1.3. The minimum fee is inclusive of 1 Hour of labor time.
   1.4. The CLIENT will be advised at the end of the first hour of support, should the client choose to continue the service the CLIENT Agrees to pay any additional time billed in 15min slots.
   1.5. The minimum fee for service rate is subject to change without notification.

2. **AFTER HOURS / WEEKEND / PUBLIC HOLIDAY SERVICE FEES**
   2.1. The client agrees to pay the minimum fee plus 50% as an After Hours / Weekend / Public holiday service fee where a booking is made for work to be carried out on a Sunday or Public Holiday.
   2.2. The minimum fee is inclusive of 1 Hour of labor time.
   2.3. The client will be advised at the conclusion of the first hour of support, should the client choose to continue the service the client agrees to pay any additional time billed in 15min slots + 50%.

3. **Parking**
   3.1. The Client must provide suitable parking of 2 hours or greater to ensure that the technician has ample time to complete your service.
   3.2. Should the client not be able to provide this then the client agrees to accept an additional expense of $35 per hour to cover the cost of parking.

4. **PAYMENT**
   4.1. The preferred payment method for all clients is direct debit or for on-site visits credit card up to the value of $10,000.
   4.2. A processing fee is required for all payments made on site with a credit card of 1.9%.
   4.3. Where payment is not made on site the client accepts a processing fee of 2.2% for payments made off site or over the phone.
   4.4. We do not issue invoices for payment for values less than $10,000 unless purchasing hardware or software.
   4.5. The client must complete the attached Direct Debit Request form prior to any support being provided by TechSend.
   4.6. Should the value be greater than $10,000 an invoice shall be issued, to which the client agrees to make payment for all charges within 30 days of issue of the tax invoice for the service.
   4.7. All prices in these terms & conditions include GST. GST is charged in accordance with federal legislation and A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999.

5. **LATE PAYMENT**
   5.1. TechSend have engaged illion (formerly Milton Graham) for all debt collection services. Where an invoice exceeds the maximum allowed (30 Days for values greater than $10,000, 7 Days for values less than $10,000) for payment the client will be liable for the additional charges posed by Milton Graham as outlined in the following table.

Value of Debt	Additional payment rate for late payment of invoice total
$100,000 or Greater	7.5%
$50,001 - $100,000	10.0%
$20,001 - $50,000	12.5%
$10,001 - $20,000	15.0%
$6,001 - $10,000	18.0%
$3,001 - $6,000	20.0%
$1,001 - $3,000	25.0%
$500 - $1000	35.0%

6. **QUOTES**
   6.1. TechSend provides quotes for hardware and software only. Where a client requests a quote for labour hours an estimate can be provided however estimates are an indication of estimated time only and time may exceed that which has been estimated.
   6.2. Quote terms are 7 days from the date of quotation and are subject to the availability of hardware and software from the respected vendors.
   6.3. Further terms and conditions will be applied at the time of quotation.

7. **FURTHER**
   7.1. The client agrees to correspond with TechSend via Email,
       7.1.1. support@techsend.com.au for all support requests and general enquiries,
       7.1.2. accounts@techsend.com.au for all accounts and billing related matters
       7.1.3. via the main phone number of 1300 832 445.
   7.2. The client acknowledges that due to the nature of the services being performed, there is a potential risk of damage or loss including, but not limited to, damage to the CLIENT's office, home, computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
   7.3. The client agrees to release and hold harmless TechSend from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of TechSend, its agents or service representatives.

7.4. The Client grants TechSend, its agents and service representatives, permission to physically access Client's home or office property where Client's computer system and/or network reside for on-site support services.

7.5. The Client grants TechSend, its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate CLIENT's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on Client's computer system or network.

7.6. The Client grants TechSend, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories necessary to perform said services.

7.7. The client grants TechSend, its agents and service representatives, permission to perform modification to Client's home or office property for installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling, cutting through or disassembling furniture, floors, walls, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.

7.8. The client grants TechSend, its agents and service representatives, permission to install hardware in client's computer and/or network, including but not limited to, processor chips, memory chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by client.

7.9. The client grants TechSend, its agents and service representatives, permission to download and/or install software on Clients computer and/ or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by Client. TechSend does check for licensing compliance for any software provided by Client to be installed on their computer systems. It is the responsibility of the Client to have proper licensing for any software provided. TechSend reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.

7.10. TechSend strongly advises the client to safeguard critical data by backing up said data prior to any services performed by TechSend. Unless specifically requested and provided as a paid service by TechSend, the client is responsible for any backup, archiving, or protective storage as well as restoration if required, of client's data.

7.11. TechSend and its representatives are not responsible for the backup and/or restoration of Audio/Video, Computer software, games etc acquired by means that breach any section of the Copyright Act 1968. This includes and is not limited to torrents, browser extensions, VPN etc.

7.12. TechSend is required under federal law to inform government authorities on findings of any matters relating to the online exploitation of children and all maters will be forwarded immediately to The AFP Child Protection Operations (CPO) unit of the Australian Federal Police.

7.13. Client also agrees they will not actively solicit work from any of TechSend's contractors or employees for IT Support, business solutions or digital marketing related services, without the prior approval of the CEO of TECHSEND PTY LTD. This agreement shall remain in force for one year, beginning with the date of client's last completed service with TechSend. This agreement includes all geographic locations where TechSend's clients reside.

8. Data Recovery

8.1. TechSend will attempt to recover data from failed hard drives for the client with the use of software and an external hard drive docking / caddy solution.

8.2. Should the data not be able to be recovered by the TECHNICAN then the client will be referred to a third-party data recovery specialist.

8.3. At this time the CLIENT will be charged for all labour time carried out by the TECHNICIAN.

8.4. TECHSEND PTY LTD will be released from liability for works performed and fees payable by/to the data recovery specialist.

9. Agreement

9.1. This document constitutes the entire agreement between the CLIENT and TECHSEND PTY LTD. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

9.2. This contract is governed by the laws of the Commonwealth of Australia.

9.3. Any dispute concerning this agreement shall be heard within the Commonwealth of Australia.

9.4. By signing below, CLIENT acknowledges that he/she has read and understands and agrees to the terms of this TECHNICAL SUPPORT TERMS & CONDITIONS and Release of Liability.

10. STORAGE OF PERSONAL INFORMATION & PRIVACY

10.1. For ongoing support services TechSend is required to store and retain all personal information provided in this document as well as information collected during support services.

10.2. We understand that your privacy is very important and for information about the storage and handling of information please see our privacy policy at https://www.techsend.com.au/

11. Release of Liability

CLIENT AGREES TO RELEASE AND HOLD HARMLESS TECHSEND PTY LTD, ITS AGENTS AND SERVICE REPRESENTATIVES FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICE OR THE PROVISION OF PARTS AND ACKNOWLEDGES THAT TECHSEND PTY LTD OFFERS NEITHER AN EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE, FOR THE PARTS PROVIDED, OTHER THAN THE MANUFACTURER'S WARRANTY.