Terms & Conditions

Coastline Computer Services - Service Payment Terms and Release of Liability applicable to Work Order Agreement

When you use our services, you agree that you have read and understood the Terms.

References to "we", "us", "our" in the Terms are references to Coastline Computer Services, its employees and contractors or agents. CLIENT refers to the person engaging the services of this business.

Payment Terms

Service area coverage & availability

Coastline Computer Services generally provides service coverage in the greater Gold Coast, QLD, Australia. area, and may include other cities than the Gold Coast, but makes no guarantee as to the availability of service coverage at any particular location.

Business hours and availability of services

Coastline Computer Services generally provides service within the hours of 9am to 5pm, Monday to Friday. However, Coastline Computer Services reserves the right to amend those hours, without any prior notice, in any way, unless directly prohibited by prior contract with a third party. Coastline Computer Services does not make any guarantee as to the time frame of services provided, unless expressed directly in a written contract between Coastline Computer Services and the party to which such services shall be provided. Availability of services may depend upon the availability of services and parts that Coastline Computer Services obtains from third parties, and Coastline Computer Services shall not be held liable for delays in any products or services caused by shortages or delays from any such third party, although reasonable efforts shall be made to ensure the efficient delivery of products and services.

Service charges and payment

CLIENT agrees to pay a minimum service visit fee of \$65.00 (inc.GST) for Coastline Computer Services to come to the CLIENT's location to make the service call and cover the first hour of services rendered. CLIENT agrees to pay a service labor charge per half-hour of \$32.50 (inc.GST), for time spent by Coastline Computer Services working on CLIENT's behalf for any services rendered beyond the first hour. The CLIENT agrees to pay a fixed fee of \$20 for callout to area's deemed outside our local area, The local area is determined by 20 minutes driving time from my business premises. The CLIENT agrees to make payment for all charges within 7 days of issue of the tax invoice for the service. Payments not rendered on time may be subject to additional late processing fees of up to 15% of the total due amount.

CLIENT agrees that the terms and conditions that apply to Coastline Computer Services "No Fix No Fee" and "We Will Fix It or It's FREE" policies, require that the CLIENT accepts the solution that Coastline Computers recommends. Depending on the circumstances this may include the purchase of replacement hardware. If the CLIENT rejects Coastline Computer Services recommended solution then the CLIENT will be liable for the labour charges incurred up to the point of the problem diagnosis. If the CLIENT's system is under warranty then the minimum 1 hour fee plus callout fee will be payable whether a solution to the problem is provided or not.

Release of Liability

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

FURTHER

- 1. 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 CLIENT's office, home, business 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.
- 2. CLIENT agrees to release and hold harmless Coastline Computer Services 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 Coastline Computer Services, its agents or service representatives.

- 3. CLIENT grants Coastline Computer Services, its agents and service representatives, permission to physically access CLIENT's home or office property where CLIENT's computer system and/or network reside.
- 4. CLIENT grants Coastline Computer Services, 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.
- 5. CLIENT grants Coastline Computer Services, 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.
- 6. CLIENT grants Coastline Computer Services, its agents and service representatives, permission to perform modification to CLIENT's home or office property for the purpose of 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. CLIENT grants Coastline Computer Services, 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.
- 8. CLIENT grants Coastline Computer Services, its agents and service representatives, permission to download and/or install software on CLIENT's 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. Coastline Computer Services does not 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. Coastline Computer Services reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.

- 9. Coastline Computer Services strongly advises CLIENT to safeguard critical data by backing up said data prior to any services performed by Coastline Computer Services. Unless specifically requested and provided as a paid service by Coastline Computer Services, CLIENT is responsible for any backup, archiving, or protective storage as well as restoration if required, of CLIENT's data.
- 10. Client also agrees they will not actively solicit work from any of Coastline Computer Services's contractors or employees for computer related services, without the prior approval of Coastline Computer Services. This agreement shall remain in force for one year, beginning with the date of client's last completed service with Coastline Computer Services. This agreement includes all geographic locations where Coastline Computer Services 's clients reside.

Coastline Computer Services is a provider of billable on-site services and does not offer or provide telephone technical support. Neither the signing of this agreement nor the performance of services by Coastline Computer Services implies availability of telephone technical support. This document constitutes the entire agreement between the CLIENT Coastline Computer Services. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

The laws of the Commonwealth of Australia shall govern this contract. Any dispute concerning this agreement shall be heard within the Commonwealth of Australia. By engaging Coastline Computer Services, CLIENT acknowledges that he/she understands, and agrees to the terms of this Payment Terms and Release of Liability Form, which can be found on the Coastline Computer Services Website.

- 11. WARRANTY All products sold are with a warranty unless otherwise stated. If the product is found faulty after delivery, please contact us to arrange the return of the product. Please provide us with the following details when you contact us:
- 1. your name, best contact telephone number, address and most importantly, your email address;
- 2.tax Invoice number and delivery note number (it is appreciated if you could attach a copy of those with the returned product);
- 3.item serial number; and
- 4.reason for return (please let us know your concern(s))

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.

If after testing we find that the product is not faulty or damaged and any fault was caused by you, we will return the product to you and invoice you the processing fee and freight costs to return the product to you.

In some circumstances, we suggest that you may find the quickest and effective support directly on the manufacturer's website. You may also find it helpful to contact the manufacturer for assistance. If you are unable to find the information from the manufacturer.s website,

Please note that during the testing process your data may be lost, or damaged, or destroyed. It is your responsibility to backup all of your data and programs before returning the product to us. We will not take any responsibility for any loss of data or installed programs.

Warranty turnaround time

All warranties are voided if returned product is found in any way to be mishandled, incorrectly installed, modified, tampered, abused, physically damaged or used under wrong voltage etc.

Turnaround time for warranty claims largely depends on the third party repairer. We will try our best to speed up the process but please understand the time involved for a warranty claim will include: our time to test the item, shipping to a qualified repairer, the repairers own test and replacement/repair, and the shipping back to us.

We do not provide an advanced replacement under any circumstances. Please keep this in mind when you place your order.

If you will be using the item(s) for mission-critical tasks, be it running a business, using it to prepare an examination, using it for a pre-organised game party etc, you should ensure the product has a replacement period or consider purchasing it from a provider that offers an instant replacement.

Coastline Computer Services is not responsible for data contents or the security of the data contents contained in any returned goods. Our workshop works under strict guidelines, not to interact with any customer data. Despite this, customers should back up any data prior to sending the goods back to us; data can be destroyed during our testing. It is also beyond the scope of our control once the device is sent to our supplier.