



Terms and Conditions

Last Updated and current at:

25 August 2015

Terms and conditions

TechniCloud solutions provides information technology support, broadband, website hosting, and repair services. TechniCloud has certain legal and ethical responsibilities with regard to the use of its server, equipment, and lines by the customer.

1. Contact

Customers must ensure TechniCloud has current contact information, notifying TechniCloud immediately about any changes of the contact details of the customer.

2. Pricing and payment

Standard Hourly Rate

\$110.00 + GST

Charged in 15min blocks.

Remote Hourly Rate

\$110.00 + GST

Charged in 5min blocks. (minimum quarter hour)

Workshop Hourly Rate

\$110.00 + GST

Charged in 5min blocks. (minimum half hour)

Call out Fee

Minimum half hour charge Wellington central, Northern & Eastern Suburbs.

\$15.00 + GST out of area.

Service Plan Fee/s

Call us to discuss a service plan for your business. Our service plans mean your business can keep running while you save on the same high standard TechniCloud support. 10% discount guaranteed.

Other Info

- At TechniCloud we believe in charging a fair and reasonable price for our services. That means we won't charge you for every minute of time spent but for the time it should reasonably take to complete the job.
- Many Apple Repairs have a quoted price (Such as Battery & Ram onsite installs) and are charged accordingly.
- Payment is required within 3 days of service. Unless other terms have been agreed in writing.
- Rates are subject to change with fair notice.

2.0 Products

Where agreed with you, we will provide products, subject to these Terms and Conditions.

- You agree that risk in any products supplied by us passes to you immediately upon supply.
- Title to products will remain with us, and will not pass to you, until product fees have been cleared.

3.0 Confidentiality and privacy

We will maintain as secret and 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. This obligation will not apply to information that is in the public domain or that is known to us or obtained by us without breaching any obligation to you or that we are required to disclose by law.

You authorise us to collect, retain, use and provide to our staff and agents any personal information about you for the purposes of credit approval, meeting our obligations to you, and enforcing our rights against you.

4.0 Warranty

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

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

- improper storage or handling of the Products by you, your employees, agents or customers;
- use, installation, modification or alteration (including repair) of the Products other than as recommended or authorised in writing by the manufacturer or us;
- fair wear and tear on the Products;
- failure to maintain the Products in accordance with any care or maintenance instructions provided by us or the manufacturer; or
- any other matter or event specified in relation to a specific Product as invalidating or being excluded from any warranty.
- any device has sustained impact and or liquid damage as proven by TechniCloud Solutions.
- any product that has been supplied by anyone other than TechniCloud Solutions.

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

- Service; will be for us to re-perform such services to the required standard; or
- Product; will be for us to repair or replace such product, at our option, provided that if neither option is available to us (as determined solely by us) we may refund the price paid for that Product.

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

All computer repairs and upgrades performed by TechniCloud Digital come with a 3 month warranty from date of completion of the repair and or upgrade covering installation and parts in accordance with all other warranty terms.

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.

Other than the warranties set out in these Terms and Conditions, all other express or implied warranties in respect of the services and products are excluded to the fullest extent permitted by law including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. All statements, technical information and recommendations made by the manufacturer and/or us about the Services or Products are believed to be reliable, but do not constitute a guarantee or warranty.

You warrant that you are authorised to arrange for our services to be undertaken, in providing the services or products, our access to your premises, use of the equipment, software, information or other material made available by you will not breach any third party rights.

5.0 Liability

In no event will we be liable (whether in contract, tort or negligence) to you for:

- a) loss of profits or savings, loss of goodwill or opportunity, loss or corruption of data, or wasted staff time; or
- b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from any services or products supplied by us to you, even if we had been advised of the possibility of such loss, damage, cost or expense.

To the extent allowed by law, our total liability under any claim of any nature arising directly or indirectly from any service or product will not exceed the Fees paid by you for that Service or Product. You indemnify us against any and all liability, losses, damages, costs and expenses of any nature whatsoever awarded against, incurred or suffered by us, whether direct or consequential, arising out of or resulting from your breach of clause.

6.0 Termination

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

- you are in breach of these Terms and Conditions;
- there is any threat to the safety of any of our staff or agents;
- there to be the presence of unlicensed or illegal software;
- your equipment contains any pornographic, obscene, offensive or illegal content; or
- you are insolvent, bankrupt, in liquidation, unable to pay your debts, or otherwise an unacceptable credit risk to us.

If we terminate our agreement, we will cease to undertake the services and all fees incurred up to that time will immediately become payable.

7.0 General

- We will not be liable to you for any breach or failure to perform any of our obligations where such breach 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.

- We may amend these Terms and Conditions from time to time. The current Terms and Conditions at any time are available on our website: www.technicloud.co.nz
- These Terms and Conditions and any ordering document we may provide you contain the whole of the contract and understanding between you and us relating to the matters covered by these Terms and Conditions.
- New Zealand law governs the formation, validity, construction and performance of these Terms and Conditions.