

# TERMS AND CONDITIONS

This document sets out the terms and conditions upon which BusinessPalz Limited will provide you Services and/or Products.

By engaging our Services, you agree to be bound by these Terms and Conditions.

## 1. DEFINITIONS

- 1.1 In these Terms and Conditions:  
“**Equipment**” means your computer hardware equipment, including all peripherals;  
“**Fees**” means, for each, the applicable Fees set out in the Quotation plus any Product Fee (All amounts are exclusive of GST).  
“**Information**” has the meaning given to that term in clause 5.2; “**Products**” means any hardware, software or other products provided by us; “**Product Fees**” means the fees or cost quoted by us for any Product purchased by you; “**Region**” means the region of operation as indicated on our Website; “**Services**” means the computer maintenance, support and/or consulting services reasonably requested by you and provided by us; “**Terms and Conditions**” means these terms and conditions; “**we**”, “**us**” or “**our**” means the company detailed above; “**Website**” means our website which is located at: <http://businesspalz.com>. “**Working Day**” means any day other a statutory public holiday in the Region or a Saturday in relation to which the previous Friday or following Monday is a statutory public holiday in the Region; “**Working Hours**” means hours from Monday to Friday between 9:00am and 5:00pm; “**you**” or “**your**” means the customer that requested the work.

## 2. SERVICES

- 2.1 In consideration of the Fees, we will perform the Services in accordance with these Terms and Conditions.
- 2.2 At the beginning of the Services:  
(a) we will try to diagnose any problem described by you; and  
(b) we may provide an estimate of the time required to provide any Services. However, we do not guarantee any diagnosis or estimate of time will be accurate.
- 2.3 The duration of the Services will be agreed with you. If the Services are not complete within that duration, we will discuss the options available, which may include extending those Services or abandoning the Services. You may stop the Services any time.
- 2.4 Regardless of clauses 2.2 or 2.3, once Services commence, you must pay the Fees for those Services
- 2.5 To enable us to undertake the Services you must provide us all information, assistance, co-operation and access to equipment that we may reasonably require to undertake the Services
- 2.6 We will use reasonable endeavours to achieve the objectives of the Services but we provide no guarantee, and we will not be liable for any failure to meet the objectives.

## 3. PRODUCTS

- 3.1 Where agreed with you, we will provide Products as part of the Work and subject to these Terms and Conditions.
- 3.2 You agree that risk in any Products supplied by us passes to you immediately upon supply.
- 3.3 Title to Products will remain with us, and will not pass to you, until you have paid Product Fees and other Fees associated with that Work in cleared funds.

## 4. PAYMENT

- 4.1 We will invoice the Fees for Services at the end of the Services and you must pay those Fees to us at the end of the Services unless specific Payment Terms were included on the invoice which will complement these Payment Terms.
- 4.2 Any other amounts payable under these Terms and Conditions, including Cancellation Fees, will be payable immediately upon issuance of our invoice.
- 4.3 Payment must be made in cash or internet banking. If using internet banking, we reserve the right to request a confirmation of payment by providing an image printed from your internet banking screen.
- 4.4 If you do not pay on time, you must pay interest to us at the rate of 19% per annum from the due date until the date payment is received by us in full and you must pay any additional administration and debt collection costs.

## 5. CONFIDENTIALITY AND PRIVACY

- 5.1 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.
- 5.2 You authorise us to collect, retain, use and provide to our staff and agents any personal information (“**Information**”) about you for the purposes of credit approval, meeting our obligations to you, and enforcing our rights against you.

## 6. WARRANTY

- 6.1 We warrant that we will use reasonable skill and care in undertaking the Services.
- 6.2 No warranty is given for the Products where any failure or defect results from:  
(a) improper storage or handling of the Products by you, your employees, agents or customers;  
(b) use, installation, modification or alteration (including repair) of the Products other than as recommended or authorised in writing by the manufacturer or us;  
(c) fair wear and tear on the Products;  
(d) 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.
- 6.3 Your sole remedy in relation to the breach of any warranty under this agreement or at law, in relation to any:  
(a) Service, will be for us to re-perform such Services to the required standard; or  
(b) 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
- 6.4 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.

- 6.5 You acknowledge that if the Services or Products are supplied to a business, or for business purposes, the guarantees provided under the Consumer Guarantee Act 1993 do not apply.
- 6.6 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.
- 6.7 You warrant that you are authorised to arrange Services, and in providing the Services or Products, use of the equipment, software, information or other material made available by you will not breach any third party rights.

## 7. DISPOSAL OF UNCOLLECTED GOODS

- 7.1 This clause applies if you fail to collect your Equipment after completion of our Services. In those circumstances you agree that we may dispose of your Equipment in accordance with this clause.
- 7.2 After one (1) month from the date of repair or Services being completed, we will send you a written reminder to the address last notified to us. It is your responsibility to keep us informed of any changes to your address. Thereafter, we will send a final written reminder after two (2) months.
- 7.3 Following our final written reminder and after three (3) months from the date of repair or Services being completed, if you have not collected your Equipment or requested and paid for us to send your Equipment to you, we may dispose of your Equipment by such means as we consider appropriate, including (but not limited to) private sale, auction, gift or destruction. We will apply the proceeds from the sale of your Equipment to pay us any amount owed by you in relation to our Services.
- 7.4 If the proceeds of sale of the Equipment are insufficient to cover the amounts referred to in the clause 7.3 above, we reserve the right to recover any shortfall from you.

## 8. LIABILITY

- 8.1 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.
- 8.2 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.
- 8.3 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 6.7.

## 9. TERMINATION

- 9.1 We may immediately terminate the agreement between us if we consider:  
(a) you are in breach of these Terms and Conditions;  
(b) there is any threat to the safety of any of our staff or agents;  
(c) there to be the presence of unlicensed or illegal software;  
(d) your equipment contains any pornographic, obscene, offensive or illegal content; or  
(e) you are insolvent, bankrupt, in liquidation, unable to pay your debts, or otherwise an unacceptable credit risk to us.
- 9.2 If we terminate our agreement we will cease to undertake the Services and all Fees incurred up to that time will immediately become payable.

## 10. GENERAL

- 10.1 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 10.2. We may amend these Terms and Conditions from time to time. The current Terms and Conditions at any time are available on our Website.
- 10.3 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 matter covered by these Terms and Conditions.
- 10.4 New Zealand law governs the formation, validity, construction and performance of these Terms and Conditions.

## 11. LIABILITY WAIVER

- 11.1 I authorise BusinessPalz Limited to perform the maintenance, servicing, repair or installation work as detailed / requested on this form.
- 11.2 I agree with the noted inventory and physical condition of my Equipment, but I also acknowledge that this is not an indication of the operational state of noted items.
- 11.3 I confirm that I am the legal owner of this Equipment and/or I am authorised to permit BusinessPalz Limited to conduct work as requested.
- 11.4 I understand that I am responsible for my own data, and in the event of any data loss BusinessPalz Limited shall not be liable.

For further information regarding the BusinessPalz Limited service, please refer to our Website at <http://businesspalz.com>