



## RuneCasters IT Solutions

27 Bolton St

Whitfield QLD 4870

Ph: 0481 339 183

Email: admin@runecasters.com.au

Web: <http://www.runecasters.com.au>

ABN: 90 855 472 166

# SERVICE AGREEMENT

## INTRODUCTION

RuneCasters IT Solutions ABN 90 855 472 166 ("RuneCasters", "Us", "Our" or "We") will provide computer diagnostics, repair, maintenance, and other related services as requested and possible ("Services") to the client ("The client" or "You"). By requesting, ordering or otherwise permitting us to supply goods to or perform services for you, you hereby accept irrevocably and unconditionally the terms and conditions stated herein without derogation or qualification.

## 1. DISCLAIMER

1-1. RuneCasters will conduct honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support, but specific results cannot be guaranteed.

1-2. RuneCasters intends and attempts to repair and improve; your system will not be intentionally harmed in any way. However, unforeseen and uncontrollable events can and do occur, and while we make effort to ensure your data and equipment is safe there is always the potential that hardware can fail or software can glitch unexpectedly causing loss or corruption of data while being serviced. Additionally, repair or replacement of your hardware may result in data loss.

1-2-1. To the extent permissible by law, you acknowledge that RuneCasters is not to be held responsible directly or indirectly for unexpected loss of data or destruction of hardware during or after services.

1-2-2. You agree that you are solely responsible for ensuring your data is backed up so that in such an event your data can be recovered.

1-2-3. RuneCasters will not be held responsible for any accidental harm to persons, damage to property or loss of information, to the extent permissible by law, before, during or after services.

1-3. RuneCasters will perform services in a professional and timely manner. However, the length of time required to provide services in your specific situation cannot be predicted. Services which appear simple on the surface can sometimes be complex and time consuming as layers of problems are unravelled, while other services which appear difficult and daunting at first glance might prove to be trivial. Any estimates of time provided are not guaranteed.

1-4. The terms and conditions outlined in this agreement relate to the currently offered instance of service to you at this time. Future services to you or other clients may fall under different or updated service agreements as produced and modified at RuneCasters discretion.

## 2. BILLING AND PAYMENT TERMS

2-1. The base rate for general labour is \$60 per hour, charged in quarter hour increments and rounded to the nearest quarter hour, with a minimum charge of one hour per client per call out.

2-1-1. This rate become \$120 per hour after hours (business hours are 10:00am - 6:00pm Monday to Saturday, and 10:00am - 4:00pm Sunday) and on public holidays.

2-2. Work conducted between the hours of 9:00pm and 8:00am will incur an additional \$120 late night call out fee, whether service is started and/or completed inside or outside of these times. This is payable regardless of services carried out and regardless of the outcome of said services, and is agreed upon verbally or in writing prior to arrival for service.

2-3. When travel is required further north than Kewarra Beach, further south than Edmonton, or up the Kuranda range, cost of travel will be passed on to you at a rate of \$30 per hour travel required, calculated according to driving estimate by Google Maps from base in Whitfield multiplied by two (for the return trip), and rounded to the nearest half hour increment.

2-3-1. This travel charge is a call out fee, and will be payable regardless of services carried out at the service location and regardless of the outcome of said services, and is agreed upon verbally or in writing prior to arrival for service.

2-4. During the course of services new hardware or software may need to be purchased. When this purchase is to be applied to your system (e.g. new components for your PC, latest operating system licence, etc.) you will incur the cost in full.

2-4-1. You will be notified of any required purchases as well as cost involved prior to them being made.  
2-4-2. If travel from the service location to a retailer is required (e.g. to purchase new hardware) and the nearest available retailer is more than twenty minutes travel from the service location, cost for this travel will be passed on to you at the rate of \$30 per hour, rounded to the nearest half hour increment for total time travelled.

2-4-2-1. If you will be charged for travel as per 2-2 above, this time will be added to the travel time to the service location and the total charge will be calculated from this figure.

2-5. RuneCasters follows a "No fix, no charge" policy. That is, if a solution for a particular problem cannot be found, then you will not be charged for services for that problem.

2-5-1. However, in the event that a solution is offered to you (e.g. the solution may be that you need to upgrade your hardware or software), and you choose not to accept the solution, you acknowledge that we have met our commitment to you by providing a solution to your problem, whether or not you choose to implement the solution

2-5-2. If services are carried out for multiple problems, this policy only covers those problems where a solution cannot be found. Services relating to problems with solutions are still charged as normal.

2-6. You will be billed for services and any additional costs once service has been completed.

2-6-1. Full payment of your bill is expected at the completion of services. There are no allowances for payment to be made at a later date. You are advised to have sufficient funds available for immediate payment at the time of booking.

2-6-2. Failure to pay may result in debt being passed onto a collection agency and/or application made to the Queensland Civil and Administrative Tribunal as a debt dispute. You will be responsible for all costs incurred in these process.

2-6-3. Accepted payment methods are cash, cheque, direct fund transfer, or PayPal. Unfortunately, EFTPOS cards, credit cards, Diners Club and other methods of payment are not acceptable at this time.

### **3. WARRANTY AND SERVICE GUARANTEE**

3-1. RuneCasters provides a service guarantee on all services conducted for up to 7 days after service has been completed.

3-1-1. If in this time it is found that the service has caused unforeseen problems relating to the usage of your system in its own right (determined at our discretion), we will return to correct the issue free of charge.

3-1-2. If the initial service was successful, but the same or similar problem/s occur again during the guarantee period, it is deemed to be a new issue and the guarantee does not apply (e.g. a virus is removed during service, however it comes back, this is different from the virus not being removed properly in the first place).

3-1-3. New or different symptoms not related to service do not apply to this guarantee.

3-2. Hardware installed as part of service carries its own manufacturer warranty not controlled by RuneCasters.

3-2-1. If new hardware fails within the service guarantee period, and is deemed to be covered by warranty (e.g. it has not been damaged due to improper use or fair wear and tear), RuneCasters will return to replace the hardware free of charge for service and replacement hardware.

3-2-2. If new hardware fails outside the service guarantee period, but is deemed to be covered by warranty, RuneCasters will return to replace the hardware at standard service rates, but no extra charge for replacement hardware.

3-2-3. If hardware fails outside of warranty due to expiry or due to improper use or fair wear and tear, the service guarantee does not apply and you will be charged for service and any replacement of hardware.

### **4. PRIVACY POLICY**

4-1. RuneCasters understands that a lot of personal and private information is stored on computers. RuneCasters will not keep, sell, distribute or otherwise utilise your private information provided by you or stored on your systems, except in the following circumstances:

4-1-1. Your information is used in relation to providing you with the services you have requested.

4-1-2. Your information is subpoenaed by a court of law, or relates to criminal activity which requires reporting by Australian, state or international law.

4-1-3. Your information is submitted to debt collection or small claims court for the purpose of collecting unpaid fees.

4-2. Any information stored by RuneCasters is kept in a secure location and remains your property.