

# Boot I.T. Consulting Limited

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## TERMS OF TRADE

As a client of Boot I.T. Consulting Ltd, you the (Client) agree to be bound by the terms and conditions in this agreement. By using any of our services or purchasing any products or solutions you acknowledge that you have understood and agree to the terms and conditions.

Terms of Trade updated September 2021

### Terms

The Client refers to the person or company purchasing goods or enlisting the services of Boot I.T. Consulting Ltd.

### Conditions of Sale of Goods

All sales of hardware and software are made subject to the following conditions and by purchasing from Boot I.T. Consulting Ltd, the purchaser accepts these conditions.

### Warranty

All new goods are covered with a return to base parts and labour warranty for a period of 12 months from the date of invoice on hardware only. Software, software or hardware configuration and consumable goods are not covered by any warranty.

Although every care is taken to ensure that all second hand goods supplied by Boot I.T. Consulting Ltd are of merchantable quality, no warranty is expressed or implied unless otherwise stated.

Warranty will be void if goods or labels have been found tampered with. Warranty does not cover any damage to other equipment used in conjunction with these goods or loss of data whilst using these goods or software.

Notwithstanding any other provision in these terms of trade, where the goods are consumer goods and are supplied for business purposes the Consumer Guarantees Act 1993 shall not apply.

### Charges and Payment

All prices quoted in the Standard Service Charges List include GST and are in New Zealand dollars unless otherwise specified. Prices are based on a per unit rate as shown, however we would be pleased to offer a fixed price quote on larger projects if this is preferred.

We reserve the right to adjust prices without notice. Boot I.T. Consulting Ltd may require payment in advance for the supply of any hardware or software for the client.

If an on account payment is offered, payment of the account is due within the agreed terms; otherwise the remainder of the account is due immediately following the issuing of an invoice.

## Scope of Services

Boot I.T. Consulting Ltd is Clients' primary point of contact for all systems on the network.

If Boot I.T. Consulting Ltd is unable to remedy a problem, then Boot I.T. Consulting Ltd will work with the appropriate outside vendor until a resolution is reached.

Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse Boot I.T. Consulting Ltd for any such expenses.

## Deposits

A deposit of 50% is payable for any specially ordered parts.

A deposit of 30% is payable for any work to be undertaken that is estimated to be worth in excess of \$10,000. The deposit is required prior to work commencing.

## Accounts

Unless agreed all goods and services are provided on 14 days terms.

Payment for new clients is due in full upon delivery and/ or completion of work until such time that an account is setup.

Payment of accounts is due on the agreed date or before the 20th day of the month following the date of the invoice. Interest at 3% per month on the current balance may be charged on overdue accounts and shall accrue on a daily basis starting from the due date.

Boot I.T. Consulting Ltd reserves the right to stop all work or services until the account is brought up-to-date.

In the event of default by the client in paying for the services and/or goods provided, the amount outstanding will be passed on to a debt collection agency for recovery.

In the even that an invoice is past 60 days overdue, a \$30 administration fee may be incurred each month until the invoice is paid.

Any expenses, disbursement, time to recover, reasonable solicitors fees or debt collection fees or losses incurred by Boot I.T. Consulting Ltd in recovering any unpaid monies shall be paid by the client. The client indemnifies Boot I.T. Consulting Ltd against all costs (including legal costs), losses and expenses incurred.

## Delivery of Goods

Any charges for handling (including packing materials) and freight charges are extra, and payable by the client. The most cost effective delivery method will usually be chosen.

Boot I.T. Consulting Ltd is not responsible for damage to the goods in transit. Claims for losses or damage to goods in transit must be made directly to the transport agency concerned.

## Electronic Communications

When you visit Boot I.T. Consulting Ltd or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this

site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## Restocking Fee

If for any reason an item is returned to Boot I.T. Consulting Ltd that is tested and not faulty a restocking fee of 25% of the value of the item may be charged.

We will not accept goods if they have been purchased in error, if you need assistance with finding the correct items let us know.

## Cancellation of On-Sites

The client is required to notify Boot I.T. Consulting Ltd of any cancellation a minimum of 3 hours ahead of the scheduled start time.

Failure to provide such notice may result in the minimum call out and labour fee being charged - \$30 inc GST

## Peak Demand Periods

Boot I.T. Consulting Ltd will make its best efforts to respond to Client's needs within the negotiated time frame.

Client understands that there may be occasional times of peak demand when Boot I.T. Consulting Ltd is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.

## Loss of Service

Client recognizes that Boot I.T. Consulting Ltd makes every attempt to select the most reliable systems and solutions, and that Boot I.T. Consulting Ltd will make best efforts to keep Client's systems up and running efficiently and cost-effectively, within the limits of the clients IT budget.

Boot I.T. Consulting Ltd will not be liable to reimburse or pay any losses incurred by the client due to loss of service caused by downtime experienced.

## Risk of Data Loss

Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by Boot I.T. Consulting Ltd.

Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by Boot I.T. Consulting Ltd.

Client hereby indemnifies Boot I.T. Consulting Ltd from any claim or liability related to data loss for any reason whatsoever.

## Computer Viruses, Spyware & Adware

Boot I.T. Consulting Ltd agrees to take all reasonable measures to protect Client's computer systems from computer Viruses, Spyware & Adware. Client assumes all risk of computer Viruses, Spyware & Adware and will not hold Boot I.T. Consulting Ltd responsible.

Client is responsible for the costs of consulting time and materials required to remove any computer Viruses, Spyware or Adware or any damage caused by such infections.

## Property and Risk

Despite the purchaser having possession of any hardware or software, ownership is retained by Boot I.T. Consulting Ltd until the client pays in full all money owed to Boot I.T. Consulting Ltd.

Risk in any goods supplied shall pass to the client at the point of delivery.

## Disputes

Any dispute shall, at the option of Boot I.T. Consulting Ltd, be referred to mediation or arbitration. The Arbitration Act 1996 (or any replacement of that act) shall govern arbitration.

## Disclaimers

Any claims for errors or unsatisfactory work must be made within 7 days of work performed.

Boot I.T. Consulting Ltd is only under an obligation to deliver goods and services in accordance with their general description, whether or not a special description may have been given or implied by law.

The client acknowledges and agrees that Boot I.T. Consulting Ltd has not given any representation or warranty as to the quality, state or condition of goods supplied, or that the goods are fit for any particular purpose.

All conditions, warranties and terms whether implied, statutory or otherwise are excluded to the fullest extent permitted by law.

Boot I.T. Consulting Ltd shall not be liable for any statement, representation or warranty made by any employee, agent or contractor relating to the goods or workmanship supplied by Boot I.T. Consulting Ltd or for any negligence or wilful default by the manufacturer or supplier of the goods or services provided to the client.

Notwithstanding any other provision in these terms of trade, where the goods are consumer goods and are supplied for business purposes the Consumer Guarantees Act 1993 shall not apply.

Boot I.T. Consulting Ltd may record inbound and outbound telephone calls for record keeping, training or quality assurance purposes. We strive to maintain the integrity of these recordings and do everything we can to meet our obligations regarding the collection of personal information under the Privacy Act 1993.

All parts are subject to availability. All prices include GST, freight and may change without prior notice. All our systems come with a one year return to base warranty unless otherwise stated. Additional delivery fee does apply and is charged based on location.

All company and product names are registered or trademarks of their respective holders. Use of these does not suggest any affiliation with or endorsement by them.

Any disclaimer above does not apply where it is contrary to any law which cannot be contracted out of.

## Applicable Law

If any parts of these terms of trade shall be held to be illegal, unenforceable or invalid, the remaining parts shall continue in full force and effect. By visiting this site you agree the laws of New Zealand shall govern these terms of trade and Boot I.T. Consulting Ltd and the client hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

The client hereby waives any right they may have to claim that the above submission to jurisdiction is an inconvenient forum.

## Independent Engagement / Non-Hire

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with, or be offered employment by any Client during the course of engagement and for period of one (1) year thereafter. Using our services or purchasing our products confirms your personal and or organisations agreement to adhere to this professional standard of conduct.

Client acknowledges that Boot I.T. Consulting Ltd is involved in a highly strategic and competitive business. Client further acknowledges that Client would gain substantial benefit and that Boot I.T. Consulting Ltd would be deprived of such benefit, if Client were to directly hire any personnel employed by Boot I.T. Consulting Ltd except as otherwise provided by law, Client shall not, without the prior written consent of Boot I.T. Consulting Ltd solicit the employment of Boot I.T. Consulting Ltd personnel during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

## Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between Client and Boot I.T. Consulting Ltd. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

Boot I.T. Consulting Ltd acknowledges that in the course of providing services to Client, Boot I.T. Consulting Ltd may learn from Client certain non-public personal and otherwise confidential information relating to Client, including its customers, consumers or employees.

Boot I.T. Consulting Ltd shall regard any and all information it receives which in any way relates or pertains to Client, including its customers, consumers or employees as confidential.

Boot I.T. Consulting Ltd shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve Client or as expressly and specifically permitted in writing by Client or as required by applicable law.

Client acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Client also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Boot I.T. Consulting Ltd or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Boot I.T. Consulting Ltd.

This provision shall survive termination of this Agreement and any other agreements between Client & Boot I.T. Consulting Ltd.

## Indemnification

Client hereby agrees to indemnify and defend at its sole expense: Boot I.T. Consulting Ltd its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon Client's use of all services, websites, software or hardware provided or serviced here under, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement.

In addition, Client agrees to pay any judgement and costs associated with such claim.

## Client Responsibilities

Client shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet, remote access (where agreed), and long-distance telephone access for use by Boot I.T. Consulting Ltd's staff.

Client agrees that it will inform Boot I.T. Consulting Ltd of any modification, installation, or service performed on the Network by individuals not employed by Boot I.T. Consulting Ltd in order to assist Boot I.T. Consulting Ltd in providing an efficient and effective Network support response.

## Operating Hours

Standard office operating hours are from 9am to 5pm, Monday till Friday.

Support is available 24/7 where required, however time and a half charges and minimum of 1 hour of support is applicable for unscheduled out of hours work unless other agreements or contracts are in place.

Please note no guarantee on response or resolution times apply to break fix customers.

## Emergency Support

Standard IT Support on a break fix basis does not include access to emergency support services. Should your team detect an issue with a service or device outside standard business hours, you can contact the Emergency Support contact number to report the issue. Boot I.T. Consulting Ltd team will investigate the issue and act appropriately.

Emergency after hour rates will apply. Please note no guarantee on response or resolution times apply.

## Trademarks

Boot I.T. Consulting Ltd does not authorise any client to use Boot I.T. Consulting Ltd's or the manufacturer trademarks, names or associated materials.

To use these trademarks, names and associated materials, prior written approval must be given by Boot I.T. Consulting Ltd or the relevant manufacturer.

## Guarantee to Solve Computer Problems

Boot I.T. Consulting Ltd undertakes to provide a viable solution to the computer problems of any client. However the client must allow Boot I.T. Consulting Ltd personnel appropriate time to diagnose the problem and identify a viable solution.

Boot I.T. Consulting Ltd cannot be obligated to provide a viable solution if: the client does not provide copies of licensed software, or the required access to the client's hardware and peripherals; or the manufacturer no longer stocks required replacement hardware or software.

If the client desires an alternative solution to that offered by Boot I.T. Consulting Ltd, then Boot I.T. Consulting Ltd cannot guarantee to provide such alternative solution within the terms of this guarantee.

## Reviews, Comments, Emails and Other Content

Visitors may post reviews, comments, and other content and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Boot I.T. Consulting Ltd reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Boot I.T. Consulting Ltd a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, adapt, publish,

translate, distribute, and display such content throughout the world in any media. You grant Boot I.T. Consulting Ltd the right to use the name that you submit in connection with such content, if it chooses. You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury to any person or entity, and that you will indemnify Boot I.T. Consulting Ltd for all claims resulting from content you supply. Boot I.T. Consulting Ltd has the right but not the obligation to monitor and edit or remove any activity or content. Boot I.T. Consulting Ltd takes no responsibility and assumes no liability for any content posted by you or any third party.