



LEGAL AGREEMENT: (Customer agrees to the following)

Your Choice Ltd technicians fix computers every day and as such, we are very aware of the realities of computer repair. Your Choice Ltd fixes computers for both business users and home users and this short document is made to inform you, as a Business User of the realities of computer repair so that our technicians can provide you with the best possible service. Please read these few pages carefully and don't hesitate to ask your technician if you are unsure about anything.

Terms of Engagement and Service

Please read the following Terms of Engagement (also known as our Terms and Conditions) document carefully. If there is anything for which you require clarification please do not hesitate to contact us in the first instance.

Your Choice Ltd is our legal company name but we also go by Your Choice Computer services.

This document has been produced to ensure that you understand and acknowledge how we will operate together in what is intended to be a mutually beneficial relationship. Your Choice Ltd intends that you will be another satisfied customer.

The "Terms of Engagement" place a level of responsibility on you, to ensure the success of our relationship.

Please examine these paragraphs carefully as they describe the nature of our services, and the type of business relationship you will have with Your Choice Ltd. These Terms will be available on our website.

By accepting service from YOUR CHOICE LTD you are acknowledging that you have read and understand these terms and conditions and agree to all these terms below. **YOU AGREE TO THESE REPAIR TERMS AND ALL APPLICABLE SERVICE AND DIAGNOSTIC FEES.** If there is anything that you do not understand, would like modified, or about which you have reservations, please make contact with us immediately in order that we can discuss and resolve any misunderstandings. Failing to do so means that you fully understand and accept all of our Terms of Engagement (Terms and Conditions) and will be legally bound by these.

Your Choice Ltd provides IT consultancy and support giving professional advice. Our computer repair services include both hardware and software repair, replacement and upgrade, domain hosting and email services.

The goal of Your Choice Ltd is to work with you on your I.T. infrastructure or I.T. projects, to give assistance and advice so you can make decisions on how to maintain, improve your infrastructure or complete a project. The assistance and advice will be classed as chargeable labour along with any parts supplied.

The extent to which Your Choice Ltd is involved depends largely on your particular requirements. You may need continuous I.T support or it may be a one-off situation

Verbal Communication and Instructions

We do not ask for a signed consent form before undertaking work from our customers. Verbal instruction is perfectly acceptable for us to act on. If you verbally ask us to supply services to you, then we will act on these and you will be charged for these services. However, for clarity of instruction and as part of our coaching and training, all landline telephone conversations are recorded. If you do not wish your telephone conversation to be recorded, please make us aware at the time of the conversation. If there is any disagreement or confusion at any point, we have the right to use these recordings to clarify the exact message and conversation at the time. These can and will be used in a legal situation if needed.

However we would prefer communication via E-Mail and will correspond regarding work via emails..

Support Services

Support services cover any advice or assistance provided to you. A typical example might be when you require Your Choice Ltd to attend a meeting to discuss an I.T. project and you require our input or advice.

Some software packages require the payment of an annual fee in return for an entitlement to receive at least annually, a complete update of the software package. It would normally entitle the user to receive bug or defect corrections. However, most software suppliers do not undertake to install these new versions on the client's machine. Again we perform these services and advice on the procedures and timing for them, and my time and costs in performing these services is chargeable to you as the client in the normal manner.

Transfer or Installation Services

Unless otherwise agreed, YOUR CHOICE LTD is not liable for and you agree to hold YOUR CHOICE LTD harmless from any and all damages, costs, and expenses incurred as the result of any defect or damage to any software or data residing or recorded in your computer, whether incurred during the course of YOUR CHOICE LTD services or otherwise. If service involves transferring information or installing software, you represent that you have the legal right to copy the information, to use the software and agree to the terms of the software license, and you authorize YOUR CHOICE LTD to transfer the information and accept such terms on your behalf in performing the service

Data Protection

You agree and understand that it is your (the customer's) responsibility to maintain copies of ALL data on your computer, and to obtain such copies prior to authorizing YOUR CHOICE LTD to commence its services for you. However we will endeavour to backup data if needed. Your Choice Ltd also offers Off Site Backups for clients.

Warranty

In servicing your computer, Your Choice Ltd warrants that service will be performed to the best of our ability. All services with the exception of malware removal are warranted for a period of 30 days at the discretion of Your Choice Ltd. Virus and malware warranty apply to fixing the same virus/malware again for a period of 24 hours from initial repair and do not apply to new viruses or malware received/infected after our initial service date. This period is only applicable upon following any recommendations made by Your Choice Ltd.

Any Hardware supplied by Your Choice Ltd generally carries a 12 month warranty unless stated on the invoice.

Any Software supplied by Your Choice Ltd is not warranted by Your Choice Ltd. the invoice.

Availability

Your Choice Ltd provides support services on-site generally during normal business hours that are 9am to 5pm, Monday to Friday. Arrangements outside these hours can be made. Remote work will be at any given time as required. Be aware Your Choice Ltd service multiple clients And may not be 100% available when you call, however we will endeavour to respond as soon as possible.

Fees

If you have requested service from YOUR CHOICE LTD, they will diagnose and service your computer for an applicable fee. We charge for our services on an hourly rate basis. Telephone assistance is charged in quarter-hour increments. Your Choice Ltd may also charge for any cost incurred. Remote support is charged per incident on a quarter-hour increments.

For customers requiring software purchased through Your Choice Ltd the payment in full for the software is required on the day of installation or upon your invoice payment schedule.

Your Choice Ltd is a cash service and we expect payment of other invoices immediately on the date of the invoice, unless arrangement is made PRIOR to engaging the services of Your Choice Ltd. If you have a query with any of our invoices, we request that you contact us immediately to communicate the query. Otherwise we will assume that payment will be forthcoming by the due date. Interest may be added to any overdue accounts, and any costs for collection will be payable by the client. Our fees will be charged on the basis that they will be fair and reasonable.

They are based on the time taken to complete work and are calculated on an hourly basis. They reflect the level of skill and specialist knowledge that we have acquired. Whenever possible, we will endeavour to give you an accurate estimate of the work you wish us to carry out, based on your instructions at the time. The original estimate could vary if circumstances change, including further instruction from you. Any change in the estimate will be by mutual agreement.

Our charges include (But not limited to) the following:

- Telephone conversations.
- Correspondence with you and other parties involved.
- Meetings with you and other parties.
- Site visits, including travel time and overnight accommodation if required.
- Researching and/or reading relevant documents.
- Preparation of reports and/or technical documentation.
- Preparation of presentations.
- Attendance at meetings.
- Offsite Backups.
- Telephone Services.
- Charges include all expenses occurred on your behalf such as document production, courier, toll calls and mobile calls.
- Domain/Email/Spam Filtering Services.
- After Hours or Weekend work may be charged differently than normal working hours.

The account:

1. Payment of all goods and services strictly immediately following receipt of the invoice/statement or subject to your agreement with Your Choice Ltd via internet bank transfer.
2. The client accepts personal responsibility for the settlement of all accounts.
3. That under the terms of the Privacy Act (1 July 1993) you irrevocably authorise any person or company to provide us with such information as we may require in response to our credit inquiries. That you authorise us to furnish to any third party, details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by us.
4. All Invoices are issued on the understanding that the terms and conditions of Your Choice Ltd are understood & accepted.
5. All goods remain the property of Your Choice Ltd until fully paid for.
6. Failure to follow our recommendations or allow us the opportunity to attempt a repair a problem forfeits your right to a refund.

Disclaimer

YOUR CHOICE LTD will attempt to determine, diagnose and repair your computer either On-Site or via remote repair for an applicable fee. Sometimes a successful repair is not possible due to problems with your computer or its configuration, In these cases YOUR CHOICE LTD is not liable for incomplete repairs. Even with software packages that are well proven in New Zealand, occasionally bugs or defects in the programs occur, if the software or operating system has not operated as intended or expected. Whilst we make every endeavour to minimise disruptions that are caused by these circumstances, we cannot guarantee that such an event will not arise. The defects that have caused the problem may be beyond Your Choice Ltd control and for this reason we are unable to accept responsibility or liability for any loss arising from such a defect.

If problems do occur we will do everything we can to assist in diagnosing the problems and advise on the appropriate corrective actions to be taken. Any time spent by us in diagnosing, reporting and advising on appropriate alternate actions is chargeable to the client in the normal manner.

Should it be found that we have configured the software in a manner that causes erroneous results, we will do all we can to minimise the problem and effect a rapid recovery, but we assume no liability for lost or corrupted data or losses incurred as a result.

You also need to be aware that no antivirus software is 100% protection, and Your Choice Ltd will attempt to clean any infiltration as quickly as possible.

Limitation of Liability

IF ANY DAMAGE SHOULD OCCUR WHILE YOUR COMPUTER OR SYSTEMS ARE BEING SERVICED, YOUR CHOICE LTD HAS NO LIABILITY FOR THE COST OF REPAIR OF THE AFFECTED COMPUTER. YOUR CHOICE LTD ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR COMPUTER, WHETHER DUE TO YOUR CHOICE LTDs ERROR OR NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY YOUR CHOICE LTD FOR SUCH SERVICE. YOUR CHOICE LTD HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOST PROFITS OR REVENUE, OR ANY OTHER DAMAGES WHATSOEVER NOT OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. YOUR CHOICE LTD EXPRESSLY HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS WHILE PERFORMING SERVICE. YOUR ONLY REMEDY UNDER THE REPAIR TERMS AND CONDITIONS IS TO SEEK RECOVERY OF DAMAGES AGAINST YOUR CHOICE LTD IN AN AMOUNT NOT TO EXCEED WHAT YOU PAID YOUR CHOICE LTD FOR THE SERVICE.

Conclusion

Your Choice Ltd is proud of the range of specialist computer services that we provide. Clients can use our services from time to time or as and when required for a cost that is directly proportional to the service and expertise provided.

Your Choice Ltd will perform computer repair services with due care and skill and do there utmost to limit the disruption or loss of data to a minimum.

In matters where software suppliers and other suppliers will not provide expertise and services to correct problems that arise, from whatever cause, we offer our services to provide the assistance that many clients require.

If your understanding of the arrangements for our services is not in accordance with our descriptions above please contact us and we will be pleased to discuss any query with you.

If you do not agree with anything written here or do not understand the Terms of Engagement for Your Choice Ltd you should contact us immediately by email on support@yourchoice.net.nz and follow this up with a telephone conversation (+64 9 834 9036) if no response is received within 48 hours of your email.

If however, following your first meeting with YOUR CHOICE LTD, no communication in writing within 48 hours of this meeting is received regarding the terms of engagement, and then it is deemed that you have not queried anything that requires clarification, and fully accept all of the above Terms of Engagement.

- a) I understand the information provided above and I am aware of the potential loss of data or damage to hardware or software that may occur as a result of my computer repair.
- b) I acknowledge and agree that Your Choice Ltd rely on information I have provided them for repairing my computer. I acknowledge that Your Choice Ltd will accept no liability for any loss or damage to my computer (including hardware or software) which arises out of incorrect or incomplete information provided by me.
- c) Your Choice Ltd can adjust either the fee structure or these Terms and condition and will display the conditions on the website. www.yourchoice.net.nz