



IPO Digital Solutions

Your Business I.T. Specialists

Terms & Conditions

1. General

- i. IPO Digital Solutions Pty Ltd (referred to as "IPO" in this document) and the customer agree that these Terms and Conditions shall apply to all quotations and works (all goods and services) by requesting that IPO supply goods and/or services, the customer agrees to be bound by those terms and conditions.
- ii. IPO recommends that customers review these Terms and Conditions regularly.
- iii. IPO reserves the right to alter its Terms and Conditions at any time.
- iv. The latest Terms and Conditions will be made available on IPO's website: <http://www.ipodigital.com.au>.
- v. The parties agree that the terms set out in this document shall constitute the entire agreement between the parties in relation to the works and shall supersede any prior agreements, negotiations or representations by the parties.

2. Quotations and Proposals

- i. Quotations and Proposals are prepared in confidence by IPO and must not be distributed, forwarded, copied and/or otherwise provided to third parties.
- ii. Quotations are valid for 7 days unless otherwise stated.
- iii. Customers wishing to proceed with quoted goods or services must place an order in writing or via email.
- iv. Approved hardware orders over the amount of \$1000 will be invoiced separately and payment is due immediately. Work will commence upon receipt of payment.

3. Goods Supplied

- i. Goods remain the property of IPO until full payment has been received.
- ii. Under the Personal Property Securities Act 2009, IPO may register a claim against such unpaid goods.
- iii. Personal Property Securities Act 2009:
 1. The terms "Collateral", "Debtor", "Financing Change Statement", "Financing Statement", "Grantor", "Proceeds", "Secured Party", "Security Agreement" and "Security Interest" have the meanings given in the Personal Property Securities Act 2009 ("PPSA").
 2. The Purchaser acknowledges and agrees that by accepting these Terms which form part of the Contract and constitute a Security Agreement

that covers the Collateral for the purposes of the PPSA.

3. IPO holds (as Secured Party) a Security Interest over all of the present and after acquired goods supplied by IPO to the Purchaser and any Proceeds of the sale of those goods ("Collateral").
4. The PMSI granted herein will continue to apply to any goods coming into existence or proceeds of sale of goods coming into existence.
5. IPO will continue to hold a Security Interest in the goods in accordance with and subject to the PPSA, notwithstanding that the goods may be processed, commingled or become an accession with other goods.
6. Any IPO Security Interest will be a continuing and subsisting interest in the Collateral with priority to the fullest extent permitted by law over all over registered or unregistered Security Interest.
7. Until title in the goods pass to the Purchaser, it will keep all goods supplied by IPO free, and ensure all such goods are kept free, of any charge, lien or Security Interest and not otherwise deal with the goods in a way that will or may prejudice any rights of IPO under the Contract or the PPSA; and
8. In addition to any other rights under these terms and conditions or otherwise arising, IPO may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Buyer, to search for and seize, dispose of or retain those goods in respect to which the Purchaser has granted a Security Interest to IPO.
9. The Purchaser agrees to:
 - a. Sign any further documents and provide such information which IPO may reasonably require to register, amend or update a Financing Statement or Financing Change Statement in relation to a Security Interest on the PPS Register.
 - b. Indemnify and upon demand reimburse IPO for all expenses incurred in registering a Financing Statement or Financing Change Statement on the PPS Register or releasing any Security Interests.

- c. Not register or permit to be registered a Financing Change Statement in the Collateral without the prior written consent of IPO; and
 - d. Provide IPO not less than 3 days prior written notice of any proposed change in the Purchaser's name, address, contact numbers, business practice or such other change in the Purchaser's details registered on the PPS Register to enable IPO to register a Financing Change Statement if required.
10. IPO and the Purchaser agree that sections 96, 125 and 132(3)(d) and 132(4) of the PPSA do not apply to the Security Agreement created under this Contract.
11. The Purchaser hereby waives its rights to received notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
12. The Purchaser waives its rights as a Grantor and/or a Debtor under sections 142 and 143 of the PPSA.
13. Unless otherwise agreed in writing by IPO, the Purchaser waives its right to receive a verification statement in accordance with section 157 of the PPSA.
14. The Purchaser shall unconditionally ratify any actions taken by IPO under this clause 15.
15. This clause 15 will survive the termination of the Contract to the extent permitted by law.
4. Hours
- i. Onsite work is billed in 15 minute increments with a 1-hour minimum.
 - ii. Remote work is billed in 15 minute increments with a 15-minute minimum.
 - iii. **Business hours** are deemed to be Monday to Friday, 8.30AM to 5.30PM.
 - iv. Hours outside 4(iii) are deemed **out-of-business** hours.
 - v. Weekends and public holidays are deemed out-of-business hours.
 - vi. All work performed during out-of-business hours are charged at penalty rates.
5. Charge Rates
- i. All rates provided by IPO are exclusive of GST.
 - ii. Charge rates are provided in confidence and must not be distributed and/or provided to external parties.
 - iii. Penalty rates are **double** the Business Hours rate.
 - iv. IPO accepts payments via bank transfer or cheque.
 - v. All payments by cheque must clear before goods and/or services are provided. Please note personal cheques may take 5-10 business days to clear.
- vi. Credit card payments are accepted, however a merchant processing fee of 2.1% in addition to the final invoice amount will be charged.
6. Invoices
- i. All invoices are due within **7 days from issue date** unless otherwise-specified.
 - ii. All works for customers with overdue amounts for more than 30 days will be put on hold until they are paid in full.
 - iii. Non-payment of outstanding amounts may result in legal action and/or may be referred to a debt collector.
 - iv. IPO and the customer agree that the customer is liable for all legal and/or debt collection costs arising from non-payment.
7. Changes to Charge Rates
- i. IPO may review and adjust charge rates at any time.
 - ii. All customers will be notified at least 60 days before they take effect.
 - iii. Customers with a contract will not be affected by changes to the charge rate during the original contract period.
8. Contract Packages
- i. All Contract packages are payable in advance, and payment is due on the first business day of the month.
 - ii. Customers are required to complete a Request for Automatic Drawings form for all payments.
 - iii. All contracts have a minimum term of 12 months.
 - iv. Emergency requests from customers on contract may be given priority over customers with ad-hoc or pre-paid arrangements.
 - v. Any work performed outside of the managed contract scope will be charged at agreed ad-hoc rates.
 - vi. All inclusions and exclusions will be detailed in the contract, to be signed by the Customer.
9. Contract Termination
- i. Termination of contract within the agreed contract period will incur a \$150 admin fee, in addition to the remaining monthly fees for the duration of the contract.
 - ii. Customers wishing to move to a different contract plan level may do so, and will incur a \$100 admin fee.
 - iii. IPO reserves the right to void or terminate in writing all contracts and agreements as a result of violation of our Terms and Conditions.
 - iv. Customers with contracts terminated as a result of non-payment are still required to pay the remainder of the monthly fees until expiry of the contract.

10. Warranty

- i. All supplied equipment include a manufacturer's warranty that starts on the date of purchase. Some equipment may carry a longer warranty period.
- ii. All labour on new installations/equipment includes one-year labour warranty that starts on the date the work was performed.
- iii. IPO Digital Solution's warranty covers hardware and labour services. Software issues arising from third party software is not covered. This includes issues caused by updates, viruses and work performed by other parties.
- iv. Our warranty does not cover damage or failure resulting from accidents, viruses, or misuse.
- v. Our warranty does not cover repairs performed by third party services/providers other than IPO.
- vi. Consumables cannot be returned after they have been used or removed from original packaging.
- vii. IPO will attempt to ensure the customer's data is always backed up, however the customer is responsible for having their own backups and ensuring that the implemented backup procedure is being followed.
- viii. IPO is not responsible for ensuring that customers follow all recommended backup procedures implemented.
- ix. IPO does not recommend or support the overclocking of hardware, or other usage of hardware outside of manufacturers' recommendations as doing so will void warranty.
- x. All systems, parts and accessories remain property of IPO until full payment is received.

11. Confidentiality

- i. IPO may collect information on its customers or potential customers for the sole purpose of providing I.T. Services to customers.
- ii. Any information collected by IPO is secured and will never be distributed or shared with another party unless required by law.
- iii. Customers agree to not disclose any confidential information obtained from IPO.
- iv. All quotes, reports or other documentation provided by IPO to customers are considered confidential and may not be shared with other parties.

12. Privacy Policy

- i. IPO values its customers' privacy.
- ii. A copy of the Privacy Policy is available on IPO' website: <http://www.ipodigital.com.au>.

13. Limitation of Liability

- i. A copy of the Limitation of Liability Policy is available on the IPO website: <http://www.ipodigital.com.au>.