



PO Box 4204
McKinnon
Vic 3204

Phone: 03 9576 9500
Fax: 03 9576 9775
Email: info@itconsultants.com.au
Website: www.itconsultants.com.au

New Customer Application Form

Full Name of Legal Entity:

Trading Name:

Postal Address:

Delivery Address:

Telephone: _____

Fax: _____

Email: _____

(Please tick) Is the applicant:

- | | | |
|---|-------------------------------------|--|
| <input type="radio"/> A Proprietary Limited Company | <input type="radio"/> A Partnership | <input type="radio"/> A Trustee of Trust |
| <input type="radio"/> A Public Company | <input type="radio"/> A Sole Trader | <input type="radio"/> An Incorporated Body |
| <input type="radio"/> A Government Dept/Agency | <input type="radio"/> Other _____ | |

ABN: _____

Would you prefer invoices posted / emailed? (Please circle)

Executive Contact: _____ Telephone: _____ Fax: _____

Accounts Contact: _____ Telephone: _____ Fax: _____

Accounts Postal Address: _____

Accounts Email Address: _____

Terms and Conditions

General

- The terms “we”, “our” and “us” refer to Synapse IT Consultants Pty Ltd.
- The terms “you” or “your” refers to the customer.
- The terms law or laws refers to the laws of and jurisdiction within the State of Victoria and the Commonwealth of Australia.
- By using our services you agree to these terms and conditions.
- Where our services are billed to you by invoice, you agree to pay our invoices by the due date on the invoice.
- You agree not to use our services for any activity deemed illegal by law.
- Unless otherwise stated in writing, our services do not include a service level agreement.

Prices

- Our prices for services may be published on our web site or on invoices and quotations sent to you.
- All prices on quotes are inclusive of GST 10%
- Although we typically endeavour to notify you of pricing changes, we reserve the right to change our prices without notice.
- Where you have pre-paid for a period of service, any change in price will not affect you until your next period of service.
- Unless we provide you with a quotation on letterhead, all services will be provided on a time and materials basis.

Payments

- When a payment is made by direct credit (EFT), please notify us of such a payment by email to accounts@itconsultants.com.au or by fax to 0395769775.
- Our payment terms are 14 days.
- Where payment of an invoice is not received by the due date, we may charge a late fee.
- Our current late fee is 5% per month of the overdue amount.
- Where an account continues to be overdue, additional fees, including any debt recovery fees may be charged.
- If you are having difficulty in paying a bill, please contact us and we may be able to provide an alternative payment arrangement.
- Notification of a disputed invoice is required in writing within 7 days of the invoice date.

Warranty

- Unless specifically stated in writing, all hardware supplied by Synapse IT is covered by a 1 year from date of invoice return to base warranty. Please note that return to base warranties do not cover labour involved in replacing failed components or systems. Hardware not covered by this warranty is:
 - Laptops – these are covered by the manufacturers warranty. Synapse IT Consultants can arrange pickup and drop off at the manufacturers service centre at our standard charge if requested.
 - Servers – these are covered by the manufacturers warranty.

Specific exclusion to all warranty:

- Synapse IT Consultants warranty obligations shall cease in the event any product serial number label or Synapse IT Consultants ID sticker (if present with original sale) is removed, has evidence of removal and replacement, tampering, or is rendered unreadable in any way. Service will be supplied under Synapse IT Consultants normal business hour rates.

- Synapse IT Consultants warranty obligations shall cease in the event any product is opened, adjusted, or tampered with in a manner not consistent with normal operation and/or use.
- Configuration and installation is not covered under warranty.

Limitation of Liability

- Synapse IT Consultants shall not be liable for indirect or consequential loss including but not limited to loss of use, data, profits, business, revenue, goodwill or anticipated saving, even though the client may have advised Synapse or Synapse ought to have been aware of the possibility of such damages.

Proprietary Rights

- Material and technical know-how used by Synapse (such as maintenance materials, tools, documentation, schematics and hardware; test equipment site management guide, diagnostic hardware and software and associated media; service techniques) and which are not expressly sold or licensed to the Client shall remain the property of Synapse.
- The client shall ensure that Synapse's confidential information and trade secrets shall not be published or transmitted to third parties at any time.

Website and Email Hosting

- You must notify us in writing of a reduction in or cancellation of services at least seven (7) days before the end of your current billing period.
- When you cancel a service, we will continue to provide the service until the end of the current billing period unless you request the early termination of the service.
- Website hosting is recurrent in nature. We will continue to charge you for these services until you cancel the service.
- We may charge excess usage fees for some services. We will calculate and charge such fees after the end of the billing period to which they apply.
- For some services, such as domain name renewals, we will not provide the service until payment has been received.
- Failure to pay an invoice by the due date may result in the suspension or closure of your account.
- Hosted software such as our CMS system are supplied on a subscription basis and therefore cannot be transferred to other providers.
- While we endeavour to provide uninterrupted service, it is impossible to guarantee 100% uptime of our services. Our hosting services are not covered by Service Level Agreements unless otherwise specified in writing to you. If you require an SLA, please contact us for options.

Quotes

- Quotes are valid for 30 days from the date specified on the quote document.
- Upon acceptance of a quote, a deposit of 40% is required prior to commencement, with the remaining 60% due within 14 days of completion of the work.
- Synapse must be notified in writing of any issues relating to the work detailed in a quote within 2 weeks of the work being carried out.
- For network upgrades and maintenance, we require all laptops and PC's to be onsite and available to our consultants on the agreed days. If laptops or PC's are not onsite and a consultant is required to return at a later date, this will be charged on a time and materials basis.
- Any work or equipment required outside a quote will be charged at a time and materials basis unless otherwise arranged in writing.

- Unless specified, this quotation does not include network cabling services. If you require extra network points or cables to be run, please contact us to arrange for a cable technician to provide a separate quotation.
- Remote access requires a minimum of business grade DSL and a static IP. If you do not have this or are not sure, please contact us.

Terms of Account: Account is due and payable on or before the due date as per the payment terms indicated on each invoice.

I/we agree to accept the trading terms indicated above. I/we agree to pay all and any collection costs incurred by Synapse IT Consultants Pty. Ltd. In attempting to obtain payment of any overdue amount.

I/we also certify that I/we are authorized to sign this application on behalf of the applicant.

PRINT FULL NAME OF AUTHORISING OFFICER:

POSITION HELD BY AUTHORISING OFFICER:

SIGNATURE OF AUTHORISING OFFICER: _____

DATED: _____

Please return completed form to:

Fax: 03 9576 9775 or Mail: PO Box 4204 McKinnon 3204

Attn: Accounts