

LITEUP TERMS AND CONDITIONS

This document sets out the terms and conditions upon which Sam Mitchell, trading as LiteUp will provide you Services and/or Products.

By arranging a Call Out by one of our staff, you agree to be bound by these Terms and Conditions.

1. DEFINITIONS

1.1 In these Terms and Conditions:

"Call Out" means a single on-site visit made by us for the purpose of providing Services and/or Products.
"Fees" means, for each Call Out, the applicable Call Out Fee plus the applicable Incremental Fee set out as per the LiteUp pricelist (available at www.liteup.co.nz/pricing) plus any Product fee/s
"Products" means any hardware, software or other products provided by us
"Services" means the on-site maintenance, support and/or consulting services reasonably requested by you and provided by us during a Call Out
"Terms and Conditions" means these terms and conditions
"we", "us" or "our" refer to our business trading as 'LiteUp'
"you" or "your" refers to the customer and employees, or any person acting on behalf of and with the authority of the customer that requested the Call Out.

2. CALL OUTS

- 2.1 Where you have arranged a call out, we will attend the premises at the arranged time to carry out the services requested by you.
- 2.2 Cancellations of call outs – You must inform us at least one hour before your appointment time if you need to cancel your visit. If you are not present at the time of the appointment you may be charged a cancellation fee of \$54.50 incl GST.

3. PAYMENTS

- 3.1 We will invoice the chargeable fees within 24 hours of your appointment, and in some cases, can provide an invoice at the end of an appointment where straightforward pricing is involved.
- 3.2 You agree to pay the amount payable in full on or before the due date listed on the invoice.
- 3.3 Payments must be made by cash, bank transfer, EFTPOS or credit card.
- 3.4 If you do not pay on time, you must pay interest at the rate of 30% per annum, until the debt is paid in addition to any costs associated with debt collection costs.

4. SERVICES

- 4.1 At the beginning of each call out, we will attempt to diagnose the issue with your equipment as described by you and may provide an estimate or quote for remedy. We do not guarantee this estimate will be accurate.
- 4.2 You must provide us with the assistance, co-operation and information that we need to access the premises and equipment that we may reasonably require to undertake the services.
- 4.3 You, or any person over the age of 16 must be present for the duration of the appointment.

5. WARRANTY INFORMATION

- 5.1 We will always use reasonable care and skill while carrying out the services.
- 5.2 Products we provide and/or install will be subject to the manufacturer's warranty
- 5.3 No warranty is given for Products where any failure or defect results from:
- Improper storage or handling by you, your employees, agents or customers

- Use, installation or modification of the Product/s that is in breach of the manufacturer's warranty guidelines.
- Fair wear and tear on the Product/s
- Failure to maintain the Product/s as described by the manufacturer or us

5.4 You warrant that you are authorised to arrange each call out, and in our providing the Services or Product/s our access to the premises, use of equipment, software and information is not in breach of any 3rd party rights.

6. LIABILITY

- 6.1 The Consumer Guarantees Act 1993 and the Fair Trading Act 1986 and other statutes may apply warranties and conditions or impose obligations upon us which cannot by law be excluded or modified. In respect of these implied warranties, conditions or terms imposed on us, our liability shall, where allowed, be excluded. If not able to be excluded, only apply the lesser of the minimum extent required by the relevant statute or the fees paid under invoice for the Product/s or Services.
- 6.2 Except as otherwise provided in clause 6.1 in no event will we be liable to you for:
- Loss of profits, savings, goodwill or opportunity, loss or corruption of data
 - Loss, damage, cost or expense of any kind whatsoever which is indirect, consequential or of a special nature, arising directly or indirectly from any Services or Product/s supplied by us to you.

7. CONFIDENTIALITY AND PRIVACY

- 7.1 We will maintain as confidential and secret all information we obtain from you in providing the Services and will not use that information for any reason other than as necessary for providing the Services.
- 7.2 This obligation does not apply for information available in the public domain or that is known to us without breaching any obligation to you or that we are required to disclose by law.
- 7.3 You authorise us to collect, retain, use and provide to staff members of LiteUp any personal information about you for the purposes of credit approval, meeting our obligations to you and enforcing our rights against you.
- 7.4 We will take reasonable and practicable steps to ensure the storage of your data and content is secure, virus free and encrypted (where possible)

8. TERMINATION

- 8.1 We may immediately terminate the agreement between us if we consider:
- You are in breach of these terms and conditions
 - There is a threat to safety of our staff or agents
 - There is the presence of unlicensed or illegal software
 - Your equipment contains any pornographic, obscene, offensive or illegal content
 - You are insolvent, bankrupt, in liquidation or unable to pay your debts.

9. GENERAL INFORMATION

- 9.1 We are not liable if there is any breach, delay or failure resulting from Force Majeure or other Act of God.
- 9.2 A current copy of our Terms and Conditions are made available at liteup.co.nz/terms-and-conditions
- 9.3 The New Zealand law governs the formation, validity construction and performance of these Terms and Conditions.