

Terms and Conditions

Quick Service Information Technology (QSIT) provides mobile on-site computer maintenance, support and consulting services. (Herein referred to as "The Services") The Services provided to the Customer, are subject to the following terms and conditions. By confirming a QSIT booking being it either or both Telephonically, Email, SMS, via the Web Site, or other digital channels, the Customer accepts these Terms and Conditions.

All service supplied by Quick Service Information Technology cc, registration number CK2007/128106/23 ("QSIT") shall be made and supplied on these following terms and conditions. Similarly the use of QSIT's Website will be governed by these terms and conditions. These terms and conditions shall take precedence over any other terms and conditions, which may be contained in the Customer's acceptance of order, or other Customer documentation, and may only be altered with the express written agreement of QSIT. Any conflicting statements in any acceptance of order or other documentation issued by the Customer shall be null and void, unless such special terms have been expressly agreed to in writing by QSIT.

QSIT reserves the right to amend these terms and conditions from time to time without notification to the Customer, suppliers or 3rd Parties of such amendments.

Appointments and Rates:

QSIT will attend the Customer's premises at the prearranged time and for the agreed period, by the Customer, prior to or at the commencement of the appointment. QSIT will endeavor to diagnose and or remedy the problem(s) described by the Customer, at the commencement of the appointment. If the problem(s) have not been remedied at the end of the first hour of QSIT attendance, QSIT will discuss with the Customer the options available. The Customer may ask QSIT to continue working on the problem(s), or make a further appointment. The Customer may terminate the appointment at any time. On termination, the Customer will pay QSIT the amount incurred in respect of additional time, if any, beyond the first hour's attendance. The Customer will pay for all The Services provided, at the rates currently indicated on our website and/or email signatures.

QSIT charges a call-out fee which includes the first hour on arrival to the Customer's premises.

Thereafter Customers will be billed and invoiced at an hourly rate, applicable after the first 10 minutes of each hour, irrespective of whether the full hour was used or not.

If the travelling distance is greater than 20km or over an hour travel time from, and returning to QSIT, the customer will be charge additional travel at the cost of one third of the rate per hour spent travelling.

If a Customer makes an appointment and keeps the QSIT consultant waiting for more than 15 minutes, the hourly rate will apply for the waiting time and will be charged the currently call-out and hourly rate as if the QSIT consultant was working during this waiting time.

Working Hours:

QSIT operates during normal working hours which are Monday through to Friday, 09:00 to 17:00. In some cases, subject to previous arrangements being made, The Services will be provided out of the normal working hours. These will include Saturday, Sunday and Public Holidays and after the last working time of 17:00. An overtime fee will be charged for these additional working hours. Weeknights will be charged at one and a half times the normal hourly rate. Saturdays, Sundays (including Public Holidays) will be charged at double the normal hourly rate.

Cancellation:

1. QSIT must be notified of any appointment cancellations, by no later than 2 hours, prior to the appointment. QSIT reserves the right to invoice any Customer when cancellation occurs, less than two hours prior to the appointment.
2. The “no fix, no fee” policy only applies to technical assistance supplied to home users and not to business users.
3. If the QSIT Consultant offers a solution that the Customer does not wish to use, the Customer will be charged for the time spent on site up to this point.
4. If the QSIT Consultant is prevented from resolving a problem because the Customer does not possess the appropriate software disks, drivers or product serial numbers or has unpaid license fees the Customer will be charged for the time spent up to that point.
5. If the QSIT Consultant diagnoses a fault with a Customer’s Internet Service Provider, even when the ISP denies any fault, the Customer will be charged the current hourly rates for the time spent on site.

Payment:

The Customer will pay QSIT the amount invoiced by the QSIT Consultant. This amount is due to QSIT from the time the invoice is first given or sent to the Customer. Invoices are normally sent via email; however, the Customer may elect to receive hard copy invoices. Invoices are due within seven (7) days of receipt after which a reminder will be sent to the Customer. If the invoice has not been settled after thirty (30) days then QSIT will consider the account to be in default.

Payment is to be made in cash or by Electronic Fund Transfer. (Provided the QSIT Consultant is supplied with a printed copy of the completed transfer.) Credit card and Cheque payment is not accepted. In the event of a default or non-payment, QSIT will charge interest at the rate of 1.5 percent per month. The interest will be charged from the date of the invoice up to and including the date payment is made in full.

If a Customer has not settled a previous or outstanding amounts no further services will be completed until invoices and outstanding amounts have been settled in full.

Liabilities:

1. QSIT accepts no liability in respect of any problem(s) it is not able to remedy due to any matter beyond its control. Including, but not limited to, the age, specification or condition of the Customer’s hardware and or software. As well as a Customer’s failure to provide appropriate software disks, drivers, product serial numbers, licensing or any fault with the Customer’s ISP.
2. The Customer hereby confirms that a full back up of the Customer’s hard-drive has been made prior to QSIT commencing The Services. Quick Service I.T. holds no liability whatsoever for loss of data. The Customer further confirms that there is no legal restriction or impediment to QSIT providing The Services to the Customer.
3. QSIT shall, under no circumstances, be liable, either in contract, tort or otherwise for any damage or injury caused to the Customer, its employees, agents or any third parties. Including, without limitation, any direct and or indirect or consequential damages, expenses, costs, profits, lost savings, earnings, interruption to business activity, lost or corrupted data or other liability arising out of or related to The Services provided by QSIT or out

of installation, de-installation, use of, or inability to use the Customer's computer equipment, hardware, software or peripherals. The Customer will, upon demand, indemnify QSIT in respect to loss, damage or injury arising from the provision of The Services. QSIT has no liability to the Customer for data loss or damage incurred in any circumstances whatsoever.

Confidentiality and Data Privacy:

QSIT will maintain the confidentiality and data privacy of the Customer's files and or data. QSIT further undertakes not to provide any Customer information to any third party, save in the event that it is lawfully required to do so. QSIT reserves the right to refuse the provision of The Services for any reason. Including, but not limited to, the presence of unlicensed or illegal software and or material of an obscene or pornographic nature on a Customer's computer. If, for such reason, QSIT terminates The Services, the Customer shall be liable for any charges incurred in respect to the time spent on site by the QSIT Consultant.

Goods provided by QSIT:

All hardware must be paid in full upfront and proof of payment must reflect within 48 hours before QSIT consultant will commence The Services.

Any hardware, software, licensing or equipment provided to the Customer by QSIT shall remain the property of QSIT until full payment is received.

QSIT may make recommendations to the Customer, or the Customer may request that a product be provided by QSIT, in order for QSIT to perform The Services. All expressed or implied warranties, descriptions, representatives and conditions as to the quality or compatibility in respect of The Services, any item of software, hardware or peripheral provided by QSIT, are expressly excluded. QSIT has no liability as to the suitability of the performance of The Services. Nor of any product manufactured, sold or supplied by a third party, whether or not that product has been recommended to the Customer by QSIT.

Warranty:

QSIT carries no warranties pertaining to but not limited to hardware, software, licensing or The Services. Any work performed by QSIT Consultant will not carry warranty once the QSIT Consultant has left the Customer's premises unless it has been unresolved and alternative arrangements have been agreed by the QSIT Consultant. QSIT will supply one year warranty on only new hardware pertaining to hardware supplier or purchase through QSIT that carries a one year warranty from the supplier.

Return Visit and Complaints Policy:

In the event of any dissatisfaction with The Service provided by QSIT, the Customer should immediately contact QSIT on 083 600 25 33. QSIT will make an appointment for a return visit by the designated QSIT Consultant. The QSIT Consultant will endeavor to rectify the problem. If the cause of the dissatisfaction was due to a matter beyond the control of QSIT, the Customer shall pay for the additional time incurred at QSIT normal rates. If the problem arose directly as a result of QSIT previous attendance no further charge shall be made.

Fair Use Policy in terms of our limited Remote and Telephonic Support contracts:

Although we are able to provide a limited remote and telephonic support for each user at the Customer, there is a 'fair use' limit per device, per calendar month for related incidents. As an example, if we need to repair the same computer for an ongoing problem or a particular repair is expected to take a long time the support is limited (subject to all other conditions), but should a single computer suffer varied unrelated problems the support is limited per device, per calendar month for unrelated incidents. This is because numerous unrelated

problems on a device are symptomatic of hardware failure or software corruption and QSIT will make a recommendation to replace or repair subject to warranty terms.

It's the responsibility of the Customer to contact QSIT within seven consecutive days of the original callout pertaining to the original problem(s) not being resolved, failing which the Customer shall be liable for any charges incurred in respect to the time spent on site by the QSIT Consultant.

Our QSIT Consultants are experienced in removing and dealing with Virus', Malware and Spyware but given their very nature (and the varying causes of infection); we are unable to provide any extended warranty for onsite or offsite support. Our QSIT Consultants will typically perform all the necessary tests to diagnose and remove any infections as best as possible, causing as little disruption to you, your computer and your applications as possible but, given the repair options vary from "do nothing" to "wipe the computer", the varying repairs can have equally varying results. Additionally, in some instances, Virus' and Malware programs are designed to cause as much havoc when removed as when in place, meaning the removal can often leave a computer in a more fragile state than when infected. In these instances, we will continue to provide any support as required but cannot be held responsible for damages caused as a result of any attempted repairs. All Customers should ensure they have a working, reliable backup of all their data and important information before requesting any support, resulting in potentially 'aggressive' repair solutions.

The following exclusions are not counted as 'unlimited' and will be quoted and invoiced for separately:

1. Training sessions (planned, groups or anything that requires more than 10 minutes dedicated instruction in total);
2. New hardware or 3rd party software installations (if a new server, workstation, software rollout or IT system is required a pre-approved quote will be required before any work carried out) ;
3. Repeat faults as a direct result of end users ignoring recommendations provided by QSIT;
4. Faults with 3rd party software which QSIT is not able or authorized to work with;
5. General misuse by the Customer of the System, Hardware, Software or Licensing;
6. Any projects which fall outside of normal maintenance and support, each such project to be quoted and approved by the Customer separately
7. Quotations will be supplied to the Customer in a reasonable time frame (seven working days). If the Customer requires a QSIT consultant to inspect the premises, hardware or software before quoting, this will be considered as a consultation fee and billable for time spent on quotations and time spent for intellectual capital of investigations and research at the current call-out and hourly rates.

General Terms and Conditions of Trade

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and the Supplier and that any alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of the Supplier; (b) this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the Customers own order form or conditions; (c) this Agreement is applicable to all existing debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive conditions; (e) any conflicting terms, conditions or agreements without prejudice to any securities or guarantees held by the Supplier and (g) this Agreement applies to all employees and subcontractors of the Supplier.
2. This Agreement, and any offers, orders or contracts of sale pursuant thereto, become binding only when accepted by the Supplier at its business address.
3. The signatory hereby binds himself in his personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner, Partner, or Proprietor, as co-principal debtor jointly and severally for the full amount due to the Supplier and agrees that this Agreement will apply in the same way to him.
4. The Customer acknowledges that it does not rely on any representations made by the Supplier in regard to its products and services, or qualities thereof, leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by the Supplier in respect of its products or services, whether orally or in writing will not form part of this Agreement in any way unless agreed to in writing by the Supplier.
5. The Customer agrees that neither the Supplier nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
6. All quotations will remain valid for a period of 5 working days from the date of the quotation.
7. Delivery and performance times quoted are estimates and are not binding on the Supplier.
8. All quotations are subject to the availability of input goods or services and subject to correction of good faith errors by the Supplier, and the prices quoted are subject to any increase in the cost price, including currency fluctuations, to the Supplier before acceptance of the order.
9. In the event of the Customer disputing the amount of the cost increase in Clause 8 above, the said amount may be certified by an independent auditor and such certificate shall be final and binding on the Customer.
10. Notwithstanding the provisions of Clause 1 above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, shall be binding and subject to this agreement and may not be cancelled by the Customer.
11. It is the responsibility of the Customer to determine that the products or services ordered by it are suitable for the purposes of intended use. The Supplier gives no warranty, express or implied, concerning the suitability of the products supplied for any purpose whatsoever.
12. The supplier reserves the right, at its sole discretion, to provide alternative products at the prevailing prices to those ordered by the Customer, should those products have been superseded, replaced or otherwise become unavailable.
13. Products are sold voetstoets with no warranty against latent defects. All other guarantees, including common law guarantees, are hereby specifically excluded.

14. Liability under clause 23 is restricted to the repair or replacement of faulty products or services, or granting of a discount, at the sole discretion of the Supplier.
15. The Supplier shall not be required to work to tolerances closer than those applicable to the materials obtained by it in the ordinary course of trade, or supplied to it by the Customer. The supplier shall not be held liable for any variations in the standard, quality and performance of such materials.
16. The Supplier shall not be liable for any defects resulting from it being required to expedite delivery ahead of the time needed for the proper production of the order.
17. The Supplier shall not be held responsible for imperfections in the work due to defects in or the unsuitability of material or equipment not supplied by the Supplier. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Customer's account.
18. The Customer agrees to pay all costs resulting from any acts, omissions or requests of the Customer including disbursements, suspension of work, modifications of requirements, failure or delay in giving particular requisite to enable work to proceed on schedule, or requirements that work be completed earlier than previously agreed.
19. Customer's property and property supplied to the Supplier will be retained at the Customers risk.
20. The Supplier shall not be liable for any damage arising from any misuse, abuse or neglect of products or services under any circumstances whatsoever.
21. Any order is subject to cancellation by the Supplier due to Acts of God, or from any cause beyond the control of the Supplier, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an Act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.
22. The completed product will be dispatched or must be collected by the Customer when ready and the Customer shall not refuse or delay to take delivery.
23. The Supplier shall be entitled to invoice each delivery or performance separately when executed.
24. The Customer agrees to establish, immediately upon delivery, that the products and services appearing on the Supplier's delivery note, Tax Invoice or other documentation, correctly represents the products, or services, and prices agreed to and are free of defects.
25. Where products or services are delivered prior to the issue of a Tax Invoice, the Customer agrees to immediately upon receipt of the Tax Invoice establish that it correctly represents the delivered products or services and prices agreed to.
26. The Customer hereby confirms that the goods or services detailed on the Tax Invoice issued duly represents the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.
27. Any delivery note, invoice or waybill (copy or original) signed by the Customer or a third party engaged to transport the products, and held by the Supplier shall be conclusive proof that delivery was made to the Customer.

28. The Customer shall return any defective moveable products to the premises of the Supplier at the Customers cost and packed in the original or suitable packaging.
29. Claims under this agreement shall only be valid if the Customer has within 3 days of the alleged breach or defect occurring, given the Supplier 30 days written notice by prepaid registered post to rectify any defect or breach of Agreement.
30. To be valid, claims must be supported by the original Tax Invoice.
31. If the Supplier agrees to engage a third party to transport products on the Customer's behalf, it does so on terms deemed fit by the Supplier. The Customer indemnifies the Supplier against any claims arising from such agreement.
32. The risk of damage to, or destruction or theft of its products shall pass to the Customer on delivery of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the products until paid for in full. The Supplier may recover insurance premiums from the Customer for products insured on the Customer's behalf.
33. All products supplied by the Supplier remain the property of the Supplier until such products have been fully paid for whether such products are attached to other property or not.
34. The Customer agrees that the amount contained in a Tax Invoice issued by the Supplier shall be due unconditionally (a) cash on order, or (b) if the Customer is a Credit Approved Customer, then within the granted credit period as specified on the Credit Application, or not later than the end of the month in which a Tax Invoice has been issued by the Supplier.
35. The Customer agrees to pay the full amount on the Tax Invoice at the Business Address of the Supplier or at such other place that the Supplier may designate in writing.
36. The risk of payment by cheque through the post or by electronic funds transfer rests with the Customer.
37. The Customer has no right to withhold payment for any reason whatsoever and agrees that any extension of time given for payment shall be valid only if reduced to writing and signed by the Customer and a duly authorized representative of the Supplier.
38. The Customer is not entitled to set off any amounts due to the Customer by the Supplier against it's indebtedness to the Supplier.
39. All discounts shall be forfeited if payment in full is not made on the due date.
40. The Customer agrees that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by an independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
41. Any printout of computer evidence tendered by any party shall be admissible evidence and the parties shall not object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Computer Evidence Act have not been met.
42. The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 34 above in the case of a Credit Approved Customer, the Supplier is entitled to (i) forward a letter of demand using a third party demanding full and final payment.
43. The Customer hereby gives his/ her consent for a credit check.

44. Outstanding accounts are subject to default listing on a national credit bureau database.
45. On payment of the outstanding debt the default listing will be adjusted to read "Paid Default" until legislation demands complete removal
46. The Supplier reserves the right to provide a national credit bureau with updated personal information.
47. The Customer also consents that the Supplier may use a national credit bureau database for tracing, should the Customer abscond.
48. The Supplier hereby agrees that should they default on payment, the Supplier can make this information available to the industry and affiliated businesses.
49. A Credit approved Customer will forthwith lose this approval when payment is not made in accordance with the conditions of clause 34 and all amounts then outstanding shall immediately become due and payable.
50. The Customer agrees that interest shall be payable to the Supplier at the maximum legal interest rate prescribed in terms of the Usury Act on any amounts in arrears, and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
51. The Customer shall be liable to the Supplier for all legal expenses incurred by the Supplier on the attorney-and-own client scale in the event of (a) any default by the Customer or (b) any litigation in regard to the breach, validity or enforceability of this agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs including stamp duties, for any form of security that the Supplier may demand.
52. The Customer shall pay five thousand Rand into court or furnish sufficient security in lieu of costs in any action instituted by or against the Customer.
53. The Customer agrees that the Supplier will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Court or in terms of Rule 47 of the Supreme Court Act 59 of 1959 as amended.
54. The Customer expressly agrees that any debt owed to the Supplier by the Customer shall become prescribed only after the passing of a period of ten years from the date the debt falls due.
55. The Customer irrevocably authorizes the Supplier to enter its premises to repossess any products delivered, without court order, and indemnifies the Supplier completely against any damage whatsoever, relating to the removal of repossessed products.
56. The Customer is not entitled to sell or dispose of any products unpaid for without the prior written consent of the Supplier. The Customer shall not allow the products to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of the Supplier in the products.
57. Any item delivered to the Supplier shall serve as a pledge in favour of the Supplier for present and past debts and the Supplier shall be entitled to retain or realize such pledges as it deems expedient at the value as determined in clause 67. The sworn or realized value of pledged products will be offset against the Customer's debts and any excess balance will be paid to the Customer.
58. The supplier is entitled to exercise a lien over any of the Customer's property in its possession until all outstanding debts have been paid.

59. The Customer hereby cedes and assigns unto and in favour of the Supplier all its rights, title, and interest in and to all debts which are now, or which may in the future, become owing to it by any third party or parties as security for the payment by it of all amounts which are now or may from time to time in the future, become owing by it to the Supplier from any cause of indebtedness however arising. The Customer agrees that on request by the Supplier, it shall be obliged to hand over to the Supplier all books of accounts, contracts, invoices and documents, and the like, which it may require for the purpose of ascertaining the amounts due to it and for the purposes of the recovery of payment.
60. If any products supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (confusio or commixtio), the Customer shall be obliged on notice of cancellation of the agreement to transfer the same quantity of products in ownership to the Supplier.
61. The Customer or any agent acting on its behalf, on whose behalf or at whose instance any services are rendered hereby indemnifies the Supplier and all of its employees against any liability which the Supplier may incur to any other person as a result of the production of any material produced.
62. The Customer agrees to the Standard Rates of the Supplier for any products supplied or services rendered, which rates may be obtained on request.
63. Any document shall be deemed duly represented to and accepted by the Customer (i) within 3 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers, or any director, member's or owner's fax numbers; or (iii) within 24 hours of being e-mailed to any of the Customer's e-mail addresses, or any director, member's or owner's e-mail addresses; or (iv) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (v) within 48 hours if sent by overnight courier, and (vi) within 7 days of being sent by surface mail.
64. Any order is subject to cancellation by the Supplier if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or if judgment is recorded against the Customer or any of its principals.
65. The Customer agrees that the Supplier will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 21 or 64 occur.
66. In the event of the Customer being in arrears with any payment or in breach of any term of this agreement, the Supplier is entitled to cancel all contracts with immediate effect.
67. In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the products at the time of repossession and (b) all other costs incurred in the repossession of the products. The value of repossessed or retained pledged products shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the products are not recovered for any reason whatsoever, the value shall be deemed to be nil.
68. The Customer agrees that any indulgence whatsoever by the Supplier will not affect the terms of this agreement or any of the rights of the Supplier and any such indulgence shall not constitute a waiver by the Supplier in respect of any of its rights herein. The Supplier will not be stopped from exercising its rights in terms of this Agreement under any circumstances whatsoever.
69. The Supplier shall not be liable for any consequential damages including loss of profit or for any delictual liability of any nature whatsoever.

70. The Customer chooses its address for legal execution as its physical or business address or the physical address of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
71. The Customer undertakes to inform the Supplier in writing, within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address, or 14 days prior to selling or alienating the Customer's business. Failure to do so will constitute a material breach of this agreement. Upon receipt of such written notification, the Supplier reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.
72. The invalidity of any part of this Agreement shall not affect the validity of any other part.
73. In the agreement any reference to natural persons includes legal persons and vice versa and references to any gender includes references to the other gender and vice versa.
74. The Customer hereby consents that the Supplier shall have the right to institute any legal action in either the Magistrate's Court or the High Court at its sole discretion.
75. This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 74.
76. The Customer hereby consents that any items left with QSIT will be sold after three months to defray costs.
77. The Customer consents to receiving the QSIT Customer Newsletter, which they have the option of unsubscribing from at any time.