

Dynamic Computer Services Limited

TERMS OF TRADE



Data Loss Responsibility

Should you choose to leave your machine with Dynamic Computer Services Limited for data transfer, diagnosis, repairs, etc, we will do our very best to return your data in perfect condition, however, we cannot guarantee this. It is your responsibility to backup your data prior to leaving the machine with us. We shall in no way be responsible for the loss of, damage to, or other calamity concerning your data. This includes but is not limited to corruption or loss of files, loss of time to reinstall, loss of revenue, real or imagined loss, grief, stress, or other pain. In accordance with local and national laws, Dynamic Computer Services Limited will make every effort to ensure the protection and privacy of your data. Hard disk data is inspected only for diagnostics and testing when necessary, and all drives are secured from public access while on our premises.

Data Backup

Where you use our Cloud Backup Service, this is provided on a best-efforts basis. All data stored is encrypted with a unique password for your account, which you are responsible for keeping secure.

Any data backup made by Dynamic Computer Services Limited while your machine is on our premises is solely for the purpose of the work required for this specific task, and will be deleted once the job is complete.

Payment and Fees

Payment is required in full upon completion of the requested work, or upon pickup/delivery of your equipment unless prior credit approval has been arranged. A minimum half hour charge applies for all jobs completed in our office.

For any work completed outside of our normal business hours, or on a public holiday, there is a callout fee of \$50.00 +GST as well as a minimum one-hour charge.

A finance fee of 5% above the Kiwibank Overdraft Rate may be added to accounts not paid by the due date. You will also be liable for any collection expenses.

Title

All goods remain the property of Dynamic Computer Services Limited until such time as they have been paid in full, as per all invoices issued by us. Goods supplied may not be resold by you until they have been paid for in full.

Returns

If you change your mind about goods purchased, these can be returned to Dynamic Computer Services Limited at our discretion, but will incur a 25% restocking fee. If goods supplied by us are faulty, they will be repaired or replaced within the warranty period.

Warranty

Unless otherwise stated, all goods supplied come with a 12-month Return to Base warranty. As the customer, you will cover the cost of returning the goods to us. Dynamic Computer Services Limited will pay for the postage to return the item to you once repaired or replaced. The repair or replacement of any faulty item will be at our discretion.

Privacy Statement

We are committed to protecting your right to privacy. We collect information about our customers solely to enable us to process orders, improve our website, and provide better products and services to our customers.

We will never collect your data for any commercial or personal use.

Limitation of Remedy

Under no circumstances are Dynamic Computer Services Limited and/or its third party service providers liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by Dynamic Computer Services Limited and/or its third party service providers or out of the installation, deinstallation, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the services provided hereunder.

Release of Liability

By engaging Dynamic Computer Services Limited to complete work for you or your customers, you affirmatively release and hold harmless Dynamic Computer Services Limited and/or its third party service provider from and against any loss, liability, or damage that you or the owner or lessee may suffer including consequential losses, including but not limited to any loss of any data and the non-functioning of any component or element of your computer equipment or peripherals resulting from Dynamic Computer Services Limited and/or its third party service providers' agents, partners and/or third party service providers, regardless of the warranties, disclaimers and waivers particular service and shall constitute liquidated damages and are a reasonable estimate of damages to you.

Consumer Guarantees Act

These terms and conditions by no mean alters your rights under the Consumer Guarantees Act 2014.

If these goods or services are being supplied to a business then the Consumer Guarantees Act does not apply.