

Service Terms & Conditions

The terms and conditions below apply to all service requests placed with Think Technology Australia (ABN 48 137 101 305) without exception. Please read carefully and contact us on 02 6226 5555 or send us an email to service@thinktechnology.com.au if you have any questions.

Standard Warranty Repair: The service provided to you will be governed by the terms and conditions of the manufacturer's warranty policy and generally covers parts and labour only and excludes software faults, data related issues, consumable items such as batteries and any physical damage and/or liquid spills. Any service request outside the manufacturer's warranty policy is chargeable to you at our prevailing rates.

Extended Warranty Repair: The service provided to you will be governed by the terms and conditions of the extended warranty provider and generally covers parts and labour only and excludes software faults, data related issues, consumable items such as batteries and any physical damage and/or liquid spills (unless specifically covered in the policy). Any service request outside the extended warranty policy is chargeable to you at our prevailing rates. Our Diagnosis Fee and any applicable Courier Fees will apply if a claim is not approved by the extended warranty provider or if we are unable to replicate the fault with the device (laptop pc, desktop pc, Mac, peripherals, etc.).

Out-of-Warranty Repair: We guarantee all of our out-of-warranty repairs for 30 days from invoice date, subject to our ability to diagnose and remedy the reoccurring fault and subject to our ability to source any required parts. The guarantee covers parts and labour only, and our obligation is limited to the performance of one repeat service. We reserve the right to use, at our full discretion, new or refurbished parts in carrying out the repair. This guarantee is void if there is any evidence of tampering, misuse or accidental damage including liquid spills.

Indicative Charges: You accept our indicative charges and the terms attached to those charges by engaging our service. However, we reserve the right to determine the final amount due. We will seek your consent before proceeding with a service that we determine could exceed our indicative charges.

Diagnosis Fee: This fee applies to all non-warranty service requests with no exception. It is payable even if we determine that the device (laptop pc, desktop pc, Mac, peripherals, etc.) is not faulty; that the fault is not repairable; or you decide not to proceed with the repair. However, it may be waived at our discretion if you instruct us to proceed with the quoted repair or if the device (laptop pc, desktop pc, Mac, peripherals, etc.) is salvaged to Think Technology Australia.

Service Level: We will use our best endeavours to perform the service by the date notified to you under your chosen service level, but we do not accept any liability whatsoever if we do not meet that date. Diagnosis under a priority service level (additional fee applies) takes place as soon as practical and takes precedence over other repairs booked under a standard service level. Service levels do not account for, nor include, delivery time and are always subject to parts availability.

Payment: Unless the service provided is covered by warranty, full payment is strictly due on collection of your device (laptop pc, desktop pc, Mac, peripherals, etc.). Your device (laptop pc, desktop pc, Mac, peripherals, etc.) will not be returned to you until full payment is received. You can make payment by EFTPOS, Visa, MasterCard, cash or bank cheque. Personal cheques and company cheques are not accepted without prior arrangement. We retain a security interest in your device (laptop pc, desktop pc, Mac, peripherals, etc.) until full payment is made and we retain the right to sell your device (laptop pc, desktop pc, Mac, peripherals, etc.) at a private or public sale to pay for any outstanding invoice if payment is not received within 30 days of its due date.

Data & Software: While we ensure that reasonable care is taken in respect of your data and/or software, we accept no liability whatsoever for loss of and/or damage to data or software applications while performing a service request. It is your responsibility to back up your data prior to obtaining our service and to retain copies of all software applications installed on your device (laptop pc, desktop pc, Mac etc.). Hard disk drives that fail and need replacing will be replaced with a blank hard disk drive of equal or higher capacity with the original licensed operating system image installed; this service will result in a loss of all data and the loss of any previously installed software. All software installations requested by you will be subject to additional charges.

Data Recovery Services: In all cases, full or partial data back-up and/or recovery are not guaranteed. Data recovery attempts may result in a loss of software, directory structures (such as email folders and contact lists), documents, file names, photographs, music, movies and any saved settings. In addition, we may only be able to retrieve a portion of your hard drive. Success largely depends on the condition of your device (laptop pc, desktop pc, Mac etc.), your hard drive and other factors. Our minimum service charges are payable regardless of outcome. We reserve the right to use third party data recovery services to fulfil your service request and you authorize us to accept on your behalf the terms and conditions of such third party engagements.

Virus, Spyware & Malware Removal: Whilst we do perform virus and spyware removal from infected machines, we need to make you aware of the following: (i) Removal may not be successful and you will still be charged labour for the time we have spent attempting the removal. (ii) In removing the virus we may remove some wanted functionality. We will endeavour to replace or restore such damage; however, we are unable to provide a guarantee for this. (iii) We may install various software programs in order to detect and remove malicious internet software, viruses or spyware. (iv) We may need to re-install the operating system, and may therefore require your original Windows CDs and licences. You also must be aware that you will need to have backed up your data prior to this, as all data will be lost in this situation (we can perform data backup at a cost prior to starting the procedure, please advise us if this is required). We will advise if such reinstallation is required before proceeding with it. (v) Without additional software in place, re-infection is likely. Our recommendation is to install current internet security software, and we can do this during the job to prevent future problems. (vi) We cannot guarantee that re-infection of the same or another virus, spyware or malware item will not occur without preventative maintenance (e.g. virus and spyware programs kept up to date, system regularly scanned, a change in internet browsing habits by all users such as only frequenting trusted websites).

Limitation of Liability: If a device (laptop pc, desktop pc, Mac, peripherals, etc.) should be damaged or lost while in our possession, our liability is limited to the cost of the repair or replacement of the device (laptop pc, desktop pc, Mac, peripherals, etc.). Otherwise, our entire liability to you for damages arising from any cause whatsoever with respect to the service, whether due to our negligence or to any other reason, is limited to the amounts that you pay to us for such service. We have no liability whatsoever for indirect, special, exemplary, or consequential damages, such as loss of profits or revenue.

Abandoned Device (laptop pc, desktop pc, Mac, peripherals, etc.) and Accessories: In the event that you do not collect your device (laptop pc, desktop pc, Mac, peripherals, etc.) and/or accessories (including, but not limited to, bag, mouse, USB, CDs, DVDs, Floppy Discs, Modems, Cables or any other items) within 30 days of the repair completion date, we will sell them as is or in parts at a private or public sale without notification to cover any outstanding service performed and an additional disposal fee of \$250. The balance of the sale proceeds, if any, is only refunded on request.

Privacy Statement: We will use the information supplied by you to process your service request and/or to perform a warranty action. We agree to non-disclosure of any information and/or data supplied with, stored on, and/or recovered from your media and/or device (laptop pc, desktop pc, Mac, peripherals, etc.) without your permission unless required by law.