

## TERMS & CONDITIONS OF ONLINE SALES ACTIVITY

READ CAREFULLY TO ENSURE YOU UNDERSTAND THE CONTENT  
AND ASK FOR CLARIFICATION SHOULD YOU NOT UNDERSTAND  
BEFORE AGREEING TO PURCHASE FROM THE TADWA WEBSITE

### TERMS DEFINED:

- **Refurbished Equipment** = Any *used and tested* hardware that has been supplied free or discounted to the CUSTOMER.
- **Own Computer** = Computer (and or parts) that have been paid for by the CUSTOMER (new or refurbished).
- **Support Service Agreement** = a period of cover for repair / replacement of parts (used / new), and covering Technical Helpdesk service calls and remote assistance.
- **One-off Sale** = a sale made with no Support Service Agreement – however if new hardware, then normal manufacturer warranty applies (check item description).
- **TADWA** = the Incorporated body and registered charity Technology Assisting Disability WA Inc.

### Section A: TADWA's RESPONSIBILITY TO CUSTOMER

1. TADWA AGREES to provide Refurbished Computer Systems under a Support Service Agreement with a Microsoft Operating System, selected Microsoft software, and free-ware software package for a one (1) or two (2) year period. This Support Service Agreement can be extended should the equipment still be supportable.
2. TADWA AGREES to repair or replace the Refurbished Equipment in a customer's computer covered by the Support Service Agreement at no cost to CUSTOMER. The repair will be done either onsite (fee applies) or in the TADWA workshop (free). Delivery charges may apply if we have to pickup / deliver your Refurbished Equipment. If onsite is not successful and it needs to be sent to workshop NO additional charges will apply. See Pricing Schedule on the TADWA website for cost indications.
3. TADWA AGREES to repair or replace Refurbished Equipment supplied by TADWA at no cost to the CUSTOMER who is covered by a Support Service Agreement provided all payments are kept up to date at time of fault. The repair will be done either onsite (fee applies) or in the TADWA workshop (free). Delivery charges may apply if we have to pickup / deliver your Refurbished Equipment. If onsite is not successful and it needs to be sent to the TADWA workshop, no additional charges will apply. See Pricing Schedule on the TADWA website for cost indications.
4. TADWA AGREES to provide FREE remote assistance to CUSTOMERS that are covered by a Support Service Agreement for either their Refurbished Equipment or Own Computer equipment software. CUSTOMER's are required to have internet connection for the remote assistance to work. Your privacy will be ensured & protected by TADWA's REMOTE ASSISTANCE POLICY & PROCEDURE.
5. TADWA AGREES to provide the CUSTOMER with the option to upgrade their Refurbished Equipment at the end of the Support Service Agreement, provided all payments are up-to-date at time of request. You may keep your old computer, unless critical components are reused for upgrade. If you do not wish to upgrade you can continue on a new Support Service Agreement. A charge WILL apply to transfer data from one system to the new system.
6. TADWA will provide FREE basic computer TRAINING resources to support the CUSTOMER / CARER should they require this. This will be in the form of EBooks or structured training opportunities.

7. TADWA agrees to provide a timely and prompt service that recognises the importance of the computer to the CUSTOMER in maintaining their independence.

## **SECTION B: CUSTOMER'S RESPONSIBILITY TO TADWA**

8. The CUSTOMER undertakes to take reasonable care of the Refurbished Equipment supplied by TADWA when covered by a Support Service Agreement.
9. If CUSTOMER or BILLER (on behalf of CUSTOMER) payments are NOT kept up-to-date TADWA may recall the Refurbished Equipment and re-allocate it. This does NOT apply to Own Computer equipment.
10. TADWA may refuse to service poorly kept Refurbished Equipment or Own Computer equipment particularly if in an unsanitary or unsafe condition.
11. The CUSTOMER must notify TADWA immediately of any Change of Address or Contact Details.
12. If a BILLER is responsible for the CUSTOMER payments they must notify TADWA immediately of any Change of Address or Contact Details.
13. Any software problems or hardware faults with the Refurbished Equipment or Own Computer equipment covered by TADWA must be reported and repaired by TADWA in the TADWA workshop or onsite if possible. Refurbished Equipment must not be tampered with in any way (i.e. changing system configuration and removing critical TADWA software). If TADWA find that the computer has been tampered with, TADWA reserve the right to charge extra for repairs, or refuse to rectify problem, however this will be discussed with CUSTOMER / BILLER first.
14. The CUSTOMER will be responsible for getting the Refurbished Equipment or Own Computer equipment to TADWA. Alternatively, charges may apply for pickup / delivery.
15. The CUSTOMER is responsible for his/her OWN purchase of ink printer cartridges, printing paper, batteries and other supplies.
16. TADWA will support any new equipment supplied via compliance with the manufacturer's warranty conditions.

## **SECTION C: CANCELLATION OF SUPPORT SERVICE AGREEMENT**

17. If Support Service Agreement is cancelled before delivery of computer no cancellation fee will apply.
18. If cancelled after delivery of computer a cancellation fee may apply. See Pricing Schedule on the TADWA website for cost indications.
19. Upon cancellation any 'in credit' payments on a Support Service Agreement will be refunded. This does not include any additional charges (delivery / new hardware / purchased software).

## **SECTION D: GENERAL CONDITIONS**

20. A Support Service Agreement is considered to be ACTIVE once delivered to, or collected by, the CUSTOMER, and whilst the CUSTOMER / BILLER maintain their agreed payments.
21. TADWA computers are supplied with Anti-Virus, Firewalls, Anti-Spyware and Remote Access software. These must not be deleted. If deleted and viruses / spyware get into the system, TADWA may charge for these repairs.
22. When backup up data on CUSTOMER computer as part of upgrade or repair of system (fee applies), TADWA technicians will take every to ensure we backup relevant information in appropriate directories (C:\my documents, email programs, photos etc). If different directories or folders have been used please ensure this is noted in a letter accompanying computer for repair / upgrade. TADWA can not backup programs we do not have the installation disks and/or licenses for, they will need to be reloaded by the CUSTOMER. TADWA is not liable for loss of data, if CUSTOMER is concerned about critical data they should perform their own backups.

## SECTION E: SHIPPING AND INSURANCE

23. All prices listed for each product do not including any shipping charges or insurance.
24. Insurance charges are optional (and may not always be available) and to be paid by CUSTOMER at their request. Contact the TADWA despatch department for a quote of insurance.
25. TADWA reserve the right not to deliver to PO BOX.
26. TADWA currently DOES NOT have any plans to ship overseas at this time.
27. Shipping address must have complete contact details that can be verified by phone call (as listed on White pages).
28. TADWA will not ship orders to a third party, unless TADWA can verify all address and contact details.
29. CUSTOMER is responsible to be available for delivery and to sign and accept the goods. Redelivery attempts will be charged to CUSTOMER if delivery address is unattended.
30. Shipping and insurance charges are **non-refundable**.
31. CUSTOMER is solely responsible for ensuring that accurate shipping information is provided when making an order for delivery. CUSTOMER must contact TADWA as soon as possible if the provided shipping information is incorrect or has been changed. Changing shipping information on the website does not necessarily update existing orders as the order may have already been processed.
32. CUSTOMERS can track their order using the TADWA website, and can follow up the progress by calling the TADWA office.
33. All claims for damage/pilferage must be filed with delivering carrier. TADWA will not file this on behalf of the CUSTOMER. If goods received seems to have damaged packaging DO NOT open any original packaging or use the item as it will be deemed to be acceptance of goods and will not be accepted for returns. All original boxes and packing material must be returned to TADWA for proof of evidence. All claims for shortages / mis-shipments / mis-billings must be made within 24 hours of receipt of goods.  
TADWA WILL NOT BE RESPONSIBLE FOR GOODS LOST OR ARRIVED DAMAGED IN TRANSIT IF CUSTOMER uses their own courier.
34. Rates are in most cases automatically calculated by the TADWA website. TADWA staff can give CUSTOMERS an estimate of the shipping rate in relation to their online orders.

## SECTION F: PAYMENTS

35. TADWA business bank account is held with Bendigo Bank.
36. Bank detail:  
Account name: *Technology Assisting Disability WA inc.*  
BSB: 633 000  
Account no: 128 434 479
37. TADWA USUALLY requires an advanced payment prior to any order. Balance of payment must be paid on pickup or once goods are ready for delivery.
38. If CUSTOMERS use CentrePay (via their Centrelink payments) TADWA must have received the first payment BEFORE any order will be despatched.
39. CUSTOMERS must be aware that if they are doing direct deposit payment using an internet banking system from a different bank other than Bendigo it may take up to 48 hours to show up in TADWA'S account. TADWA do not ship out the order until payment is finalised.
40. Payment by any type of cheque is subject to banking clearance period of 5 working days. TADWA do not process or ship out goods until all payments have been received first. Please make cheque payable to "Technology Assisting Disability WA Inc." or "TADWA".
41. If paying by credit card, the CUSTOMER must provide accurate details sufficient to allow TADWA to be able to verify their details with their financial institutions.
42. TADWA may refuse to accept a credit card payment if it deems it to have insufficient verifiable information.

43. When paying by credit card, CUSTOMER must be contactable on land line or mobile phone at the listed delivery address.
44. TADWA has a policy to ensure CUSTOMER credit card details are treated under relevant privacy and security provisions.

### **SECTION G: ONLINE ORDER PRIVACY STATEMENT & POLICY**

45. TADWA is highly committed in complying with the Australian and International privacy laws and to protect TADWA CUSTOMER's privacy.
46. TADWA collects details from its CUSTOMER's for the sole purpose of processing the order more efficiently and to allow CUSTOMER's to experience the online ordering.
47. TADWA WILL NOT store or have access to CUSTOMER's credit card details.
48. TADWA WILL NOT disclose, sell or trade any collected information of its CUSTOMER's to any third parties other than those used to verify the order, such as bank or the financial issuer of credit card.
49. TADWA WILL NOT use CUSTOMER details or email addresses for sending unsolicited emails.
50. TADWA WILL provide the CUSTOMER details to the appropriate authorities if the information we received is deemed to be false, misleading or fraudulent.
51. All fraudulent transaction will be pursued and offenders prosecuted to the fullest extent of the LAW.

### **SECTION H: RETURN AND REFUND**

52. There will be no credit given on order price difference, due to price drops.
53. Returns for refund will only be accepted within 10 working days of CUSTOMER receiving the goods. A restocking fee of 25% of the purchase price will be deducted. Returned goods must be in their original condition and include all the original packaging. Shipping and handling cost are not refundable. This return for refund policy is applicable for change of mind, and lack of expertise for installation etc. Please refer to the warranty section for refund procedures regarding Dead On Arrival goods.
54. Any incorrect, missing or damaged items must be reported to TADWA within 24 hours of the CUSTOMER receiving the delivery. This can only be done by E-mail, Fax or Phone.
55. If item(s) received by CUSTOMER is not what was ordered please do not open the sealed package in which it was sent. Any attempt to use the incorrect item will be deemed to be acceptance by the CUSTOMER of the item(s) as a satisfactory substitute for the one that was ordered and no further claim can be raised thereafter.
56. TADWA owns the title of any extra goods shipped with the order that have been despatched in error.

### **SECTION I: WARRANTY CLAIMS (NEW ITEMS)**

57. All NEW goods sold by TADWA come with a one-year back to base manufacturer warranty, unless otherwise stated on website. Individual components in a system may be subject to their own longer warranty, for example, any peripheral components such as monitors or printers. All the peripheral components are covered by standard manufacturer warranty.
58. Goods under warranty cover will be replaced or repaired by the manufacturers. No refund can be provided under any circumstances.
59. TADWA is responsible for the handling of most product warranty processes up to 3 years, unless the manufacturer accepts direct warranty claims from CUSTOMERS.
60. Warranty will only be honoured if accompanied by the original invoice. It is NOT TADWA's responsibility to keep invoices on file for warranty purposes.
61. Warranty only covers the item(s) sold by TADWA. Warranty does not cover any other equipment used in conjunction with the item(s) sold by TADWA.

62. **DOA (Dead on arrival)** items are eligible for refund or a replacement from TADWA's suppliers stock. DOA items must be returned within 7 days from the time the CUSTOMER receive the goods. Failure to return a DOA item within 7 days will result in the CUSTOMER not being able to claim the item as DOA. This is particularly important for printers, monitors etc where the manufacturers have strict guidelines.
63. Customers must QUOTE THEIR PROJECT NUMBER prior to and when returning any merchandise to TADWA.
64. A large percentage of returned goods are found to be not faulty. If the returned goods are determined by TADWA to not be faulty, then all returning shipping fees will be charged to the CUSTOMER. We will seek the permission from the CUSTOMER to charge this cost to the customer credit card or account where possible. TADWA also reserves the right to charge the labour cost for examining these goods where no fault was found.
65. All warranty's are voided if returned product is found in any way to be mishandled, incorrectly installed, modified, tampered, abused, physically damaged or used under wrong voltage etc. These are the manufacturers stipulations not just TADWA's.
66. TADWA is not responsible for data contents or the security of the data contents contained in any returned goods. TADWA workshop works under strict guidelines, not to intercept any customer data. Despite this customers should back up any data prior to sending the goods back to us; data can be destroyed during our testing. It is also beyond the scope of TADWA's control once the device is sent to our supplier. TADWA DOES provide data recovery service for a fee.
67. CUSTOMER must attach a copy of the original invoice or provide the original invoice number. **A detailed fault description** sheet must be sent together with all the returning warranty goods. TADWA have a template on the TADWA website for CUSTOMER's to complete if they are unsure of what to use.
68. CUSTOMER is responsible for proper packaging of returns. All warranties will be void on items that are insufficiently or incorrectly packaged. CUSTOMER is responsible for all the shipping charges associated with returning the defective merchandise. If any item(s) returned for warranty claim is determined to be physically damaged, the item(s) will be returned to the CUSTOMER as is.
69. CUSTOMER is responsible for any shipping and insurance cost involved in sending the warranty claim goods back to TADWA. TADWA is not responsible for any parcel missing in transit, on its return back to TADWA.
70. Product(s) discontinued by manufacturer(s) shall be upgraded to a similar product or a credit will be given at the current market value or the purchase price whichever is lower.

## **SECTION J: WARRANTY CLAIMS (REFURBISHED ITEMS)**

71. All NEW goods sold by TADWA come with a 3 month back to base warranty; it can only be shorter if a special note is mentioned about an item.
72. Product(s) discontinued by manufacturer(s) or no longer in stock as refurbished equipment shall be upgraded to a similar product or a credit will be given at the current market value or the purchase price whichever is lower.
73. Warranty only covers the item(s) sold by TADWA. Warranty does not cover any other equipment used in conjunction with the item(s) sold by TADWA.
74. When TADWA provides an item free and at no charge, this is because TADWA is unable to offer any warranty on this refurbished equipment.
75. CUSTOMER is responsible for any shipping and insurance cost involved in sending the warranty claim goods back to TADWA. TADWA is not responsible for any parcel missing in transit, on its return back to TADWA.
76. CUSTOMER is responsible for proper packaging of returns. All warranties will be void on items that are insufficiently or incorrectly packaged. CUSTOMER is responsible for all the shipping charges associated with returning the defective merchandise. If any item(s) returned for warranty claim is determined to be physically damaged, the item(s) will be returned to the CUSTOMER as is.

77. CUSTOMER must attach a copy of the original invoice or provide the original invoice number. **A detailed fault description** sheet must be sent together with all the returning warranty goods. TADWA has a template on the TADWA website for CUSTOMER's to complete if they are unsure of what to use.

#### **SECTION K: WARRANTY TURNAROUND TIMES**

78. Turnaround time for warranty claims largely depends on the suppliers or the distributors. TADWA will try its best to speed up the process. Please understand the time involved for a warranty claim will include: i) TADWA time to test the item; ii) shipping back to the supplier; iii) supplier own test and replacement/repair; and iv) the shipping back to TADWA.
79. TADWA does not provide advance replacement under any circumstances. Please keep this in mind when you place your order. TADWA is not responsible for any losses resulting from the time it takes to have the faulty item replaced or repaired.

#### **SECTION L: WEBSITE DISCLAIMER**

80. Due to changing market forces and other extenuating circumstances that affect product availability, and price stability TADWA reserves the right to withdraw any product advertised and change prices without notice.
81. Information contained throughout the web pages and in our database is believed to be accurate and reliable at the time of publishing. There may be misprints, human errors, and omissions. TADWA reserve the right to make changes and corrections in prices, products, and specifications without notice.
82. Images displayed on this web site should be regarded as illustrative and for informational purpose only. The actual products are often not identical to the images.
83. Hyperlinks (URL) provided throughout TADWA's product pages can only be used as references. The products TADWA carry are often not identical to the contents contained in the links. If unsure, please contact the TADWA office.