

NH Software Pty Ltd
ABN 51 096 541 481
Terms & Conditions – as at 9/5/2016

1. Background.
These Terms and Conditions (referred to as T&C's) apply to all transactions between JNH Software Pty Ltd (referred to as JNH) and its customers. These T&C's do not replace any Victorian government's consumer affairs protections, they are instead designed to enhance those provisions. The customer acknowledges agreement of these T&C's by the placement of an order or the payment for the supply of equipment or services by JNH.
2. Fees
All fees and charges are due and payable when the Tax Invoice is presented. Statements are not provided.
3. Products
Products, goods and services that appear on the JNH web site will be updated from time to time. Prices quoted on the web site without specific notation will include GST.
 - The recommended anti-virus and internet security package brand may change from time to time.
 - Remote Technical Support Sessions are measured in half hour blocks - minimum 1 hour.
 - On Time On Budget Software package price applies to a single user system operating on a single windows personal computer.
 - 1 to 1 Training Sessions are measured in one hour blocks, based at our office.
 - The Home Backup Package includes 1 x 1TB external Hard Disk, delivered with half an hour's training.
 - The Business Backup Package includes 2 x 1TB external Hard Disks and backup scheduling software, delivered with half an hour's training.
 - All products from MYOB are subject to change without notice.
 - All products from Triumph are subject to change without notice and are quoted individually.
 - Apple and Android apps are subject to the pricing and T&C's from the Apple app store and the Google play store respectively.
4. Services
Time is charged in quarter hour increments for each commenced quarter hour. On site servicing has an on-site fee together with a half hour minimum. Remote Connections have a start up fee together with a one hour minimum. Service rates as agreed with each customer apply to all work undertaken by JNH and its staff. These rates do NOT apply to any third party who has been engaged to assist in the completion of a project. A surcharge may be applied for work required to be undertaken on public holidays or out of normal hours.
Normal hours are Monday to Friday 9:00am to 5:30pm.
5. Cancellation of Services
If a booking for a service is cancelled more than an hour before the booked appointment, during normal working hours – no penalty will be charged.
If a booking for a service is cancelled after arrival on site for the appointment, a charge of the on site fee together with a half hour minimum fee will apply.
Other cancellation situations will be reviewed individually.
A service may also be cancelled by JNH where JNH is unable to supply a good or service as a result of non performance by our supplier or a third party. In which case the fees and charges associated with the supply of the goods and service shall be waived.
6. Licenses of Software
If during the course of providing technical support, a customer provides software for us to install. The customer will indemnify JNH and hold us harmless against any loss for breach of software licenses.
7. Terms
Terms of business are Payment with Order for supply of Goods, and Payment on Delivery of Service. By arrangement, 7 day credit terms can be applied for. Payment of fees outside these terms will attract interest charges.
8. Payment
Payment may be made with cash, cheque or some credit cards (as advised on our web site), Note: use of a credit card attracts a transaction processing fee.

9. Title of Goods
The ownership of equipment supplied by JNH is only transferred to the customer upon receipt of all fees payable in relation to the supply of the equipment. The goods shall remain the sole and absolute property of JNH as legal owner and the customer shall hold such goods as bailee only until such time as the customer shall have paid all fees payable in relation to the supply of the goods.
10. Warranty – Third Party Goods
The warranty of all goods supplied by JNH shall be as deemed by the manufacturer. Where a good is found to be defective and under warranty as defined by the manufacturer, JNH will assist the customer with the replacement of the good.
11. Warranty – JNH created software and apps
All software created by JNH comes with a 3 month bug free warranty. Whereas within 3 months of the supply of software or the release of an app, a bug has been identified that prevents the software from operating as designed, the software will be repaired and replaced without any extra charge, assuming all fees and charges for the software have been paid for as agreed.
12. Warranty – JNH servicing
Servicing undertaken by JNH is done either on a written quoted price basis, or on a time and materials basis. Time and materials may be estimated, but in such a situation may be subject to change. Predicted outcomes cannot be guaranteed.
13. Orders
Unless agreed otherwise prior to purchasing all orders shall be considered firm sales. Orders may be received at JNH by eMail or SMS or mail from an employee of the customer. JNH is NOT responsible for employees of customers exceeding their authority with regarding the placement of an order.
14. Insolvency
In the event of the insolvency of a customer – any equipment not paid for will be repossessed and any partial fees or deposits will be used by JNH as a restocking or return fee.
15. Insurance
All computers and equipment in the care of JNH is protected against damage caused by JNH insurance to the extent that the equipment will be replaced with a similar piece of equipment in similar condition. This protection is for the equipment hardware and does NOT cover the replacement of any data or information on the equipment that may be lost. It is assumed that customers are responsible for data backup of information on equipment that they own. Insurance risk will pass to the customer from the time of delivery, or return, of the goods.
16. Privacy
JNH may collect customer information for the purpose of service delivery, and for customer service contact.

The information stored about each customer does NOT include, Tax File Number, Medicare Number, Credit or Debit Card details, or Date of Birth.

JNH uses this information to send customers newsletters, software renewal reminders, information regarding JNH events, and information regarding new or relevant products. If a customer or business contact of JNH wishes to opt out of receiving correspondence, they need to advise us in writing. They should reply to some correspondence using the word "unsubscribe" or click on the unsubscribe link on the correspondence.

JNH take the privacy of our customers very seriously, and to this end, keep customer records inside a password protected database. Backup copies of this database are encrypted with a different password. All staff at JNH are required to agree to rules safeguarding the privacy of our customers.
17. Limitation of Liability
JNH will NOT be liable for indirect costs, punitive damages or lost revenues resulting from the damage of equipment or from the time taken to replace or repair the equipment. The liability of JNH is limited to and will not exceed the amount of the service fees and charges.
18. Governing Law
All sales by JNH shall be deemed to be made in Victoria of Australia regardless of the location of the customer. These T&C's and any dispute arising from them are governed by Australian, Victorian law.

end