PAYMENT TERMS AND CONDITIONS

To sit alongside, and be read together with, our Terms and Conditions.

Last updated: 22/07/2025

1. Application

These Payment Terms apply to all invoices issued by Computer Servicing Pty Ltd (ABN 27 122 793 462) (“we”, “us”, “the Provider”). They should be read together with our Terms and Conditions. Where a specific engagement is governed by a signed agreement with us — including our Cybersecurity & IT Services Agreement — the terms of that signed agreement prevail over these Payment Terms to the extent of any inconsistency.

2. Invoicing

We issue a tax invoice for each completed job or milestone, in accordance with the tax invoice requirements of the A New Tax System (Goods and Services Tax) Act 1999 (Cth). We do not issue monthly account statements. Each invoice is a standalone demand for payment on the terms stated on it, and remains payable on those terms whether or not a statement is separately requested.

Where a quote or invoice includes a discount conditional on payment by the due date, the quote or invoice will show the full undiscounted price and the discounted price separately, together with the payment date the discount depends on.

3. When payment is due

- General repairs and standard IT services: payment is due on collection or delivery of goods, or before, unless we have agreed otherwise with you in writing beforehand.
- Cybersecurity incident response and remediation: invoices are payable in full within 7 days of the invoice issue date, consistent with our Cybersecurity & IT Services Agreement governing that engagement.
- Managed services and retainers: payment terms are as set out in the applicable service agreement or recurring billing authority.

4. Accepted payment methods

Cash, direct bank transfer (EFT), and Visa/Mastercard. Zip and Afterpay are also accepted, limited to clients with an existing, pre-approved account with the relevant provider. We do not assess or approve credit for Zip or Afterpay purchases — that approval sits entirely with the provider, under the provider’s own terms.

5. Overdue accounts — general repairs and standard IT services

Where an invoice reflects a discounted price conditional on payment by the due date, that discount is void if payment is not received by the due date, and the invoice will be reissued for the full undiscounted amount originally quoted. This applies in addition to, not instead of, our other rights below.

If payment is not received by the due date, we may:

- suspend or delay further work on any current or future job until the account is brought up to date;
- void any conditional discount and reissue the invoice at the full undiscounted amount, as set out above;
- charge a reasonable administration fee to cover the cost of issuing a reminder or formal letter of demand;
- engage a debt collection agency or solicitor to recover the debt, and you agree to reimburse our reasonable recovery costs to the extent permitted by law.

Devices left with us that remain uncollected and unpaid after we have notified you the work is complete may be dealt with as unclaimed or uncollected goods under the applicable unclaimed goods legislation in the state or territory in which the goods are held, including sale to recover the amount owing. We will give the notice required by that legislation before doing so.

6. Overdue accounts — cybersecurity remediation

We do not withhold a client's data, devices, or account access as security for payment of a cybersecurity invoice. Clause 5's device-disposal provisions do not apply to cybersecurity engagements. Our rights on non-payment for cybersecurity work are limited to those set out in clause 5(a)–(d) above and in the applicable Cybersecurity & IT Services Agreement, including suspension of future services, suspension of licences or subscriptions where lawful, and any Personal Property Securities Act 2009 (Cth) security interest applying to goods we have supplied.

7. Goods, services and subscriptions managed by us

(a) Retention of title. Title in any goods or hardware we supply does not pass to you until paid in full. Until then, we may recover those goods if your account is overdue.

(b) Managed services, licences and subscriptions — security and infrastructure tooling. Where we hold, manage, or pay for security or infrastructure services on your behalf — for example, endpoint protection, managed monitoring, firewall or backup services — we may collect, withhold, suspend, or disable your use of or access to those goods, services, or subscriptions if your account is not paid in full by the due date, until the outstanding balance is brought to $0.

(c) Records systems — excluded. This right does not extend to any subscription, licence, or service that functions as your practice management system, patient management system, clinical or health record system, or accounting/bookkeeping platform, regardless of whether we hold the subscription or pay for it on your behalf. We will not suspend or disable access to these systems for non-payment. Our rights in respect of these systems are limited to those in clause 6 (cybersecurity remediation) and clause 5 (general recovery rights), and do not include suspension of your access.

(d) Notice for active security services. Where a service being suspended under (b) is an active security or monitoring service, we will give you reasonable written notice before suspension, so you can make alternative arrangements to protect your systems.

(e) This clause does not extend to your own data, your own devices, or your own account access that is not itself a licence, subscription, or service we hold or manage on your behalf. Clause 6 (cybersecurity remediation) continues to apply in addition to this clause.

(f) Domains, hosting, and email. Domain name registrations, website hosting, and general business email hosting that we hold or pay for on your behalf are included within (b) above and may be suspended, cancelled, or released from our account for non-payment. We will give at least 14 days' written notice before doing so. During the notice period we will cooperate promptly with a written request from you or your nominated IT provider to transfer the domain registration, or export hosted email and website data, to a provider of your choice. We are not obliged to perform the transfer or export ourselves, and are not obliged to maintain these services beyond the notice period.

8. Disputed invoices

If you dispute all or part of an invoice, notify us in writing within 2 business days of the invoice date, stating the amount and reason for the dispute. Undisputed amounts remain payable by the original due date; raising a dispute does not itself extend the due date for undisputed amounts.

9. Your rights under the Australian Consumer Law

Nothing in these Payment Terms limits, excludes, or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)). If any part of these Payment Terms is found to be an unfair term under Part 2-3 of the Australian Consumer Law, or is otherwise void, illegal or unenforceable, that part is severed and the remainder continues to apply.

10. Privacy and debt recovery

Where we refer an overdue account to a debt collection agency or our solicitor, we may disclose your name, contact details, and details of the debt necessary to recover it. We handle personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Statement. We do not currently report to credit reporting bodies; if this changes, we will update this page and comply with the credit reporting provisions of the Privacy Act.

11. Changes to these terms

We may update these Payment Terms from time to time. The version in effect on the date we issue an invoice applies to that invoice, unless a signed engagement agreement states otherwise.

12. Contact

Questions about an invoice or these Payment Terms: accounts@computerservicing.com.au / 0410 324 146.