

IN HOME IT

Terms of Service

Effective date: 26 September 2026

These Terms of Service apply to IT support, consulting, troubleshooting, installation and related services provided by **In Home IT**, operated by **Hamish Lockhart**, ABN **27 209 122 846** ("In Home IT", "we", "us" or "our").

By requesting or accepting services from In Home IT, the customer ("you" or "your") agrees to these Terms of Service.

1. Services

In Home IT provides technology support services which may include:

- Computer troubleshooting and repair
- Software installation and configuration
- Windows and application support
- Internet, Wi-Fi and networking assistance
- Printer and peripheral support
- Email and account configuration
- Device setup and configuration
- Technology advice and consultation
- Remote IT support
- On-site IT support
- Data transfer and backup assistance
- Malware and security-related assistance
- Other technology services agreed with the customer

The exact work performed will depend on the service requested and the issues identified during the job.

2. Pricing

Unless otherwise agreed in writing, services are charged at **\$80 per hour**.

Work is billed in **30-minute increments**.

Where travel is required to provide an on-site service, **travel time is included as billable time at the standard hourly rate**.

Any different rate, fixed-price service or other pricing arrangement will be agreed with the customer before the relevant work is performed.

Where reasonably practicable, In Home IT will inform the customer before undertaking significant additional work beyond the original request.

3. Estimates and Quotes

Any estimate of the time or cost required to complete work is an estimate only unless expressly provided as a fixed-price quote.

Technology problems can have multiple or initially unidentified causes. Additional faults or complications may become apparent after troubleshooting begins.

If additional work is required, In Home IT may discuss the additional work and expected cost with the customer before proceeding.

4. Payment

An invoice will be provided for services performed.

Payment is due by the due date stated on the invoice.

Payment may be made using the payment methods specified on the invoice.

Unless otherwise agreed, payment for completed work is required regardless of whether the customer's underlying equipment subsequently develops a separate or unrelated fault.

5. Customer Authorisation

By requesting In Home IT to work on a device, system, network or account, you confirm that you own it or have appropriate authority to authorise the work.

You authorise In Home IT to perform reasonable diagnostic and technical actions necessary to provide the requested service.

Depending on the work, these actions may include installing or removing software, changing settings, restarting devices, installing updates,

connecting equipment, accessing system information and performing diagnostic tests.

We will seek further approval where a material change to the agreed work is required.

6. Customer Data and Backups

Technology servicing can involve risks to data.

Customers are responsible for maintaining appropriate backups of important data before work begins wherever reasonably possible.

If you do not have a backup, please tell In Home IT before work begins.

In Home IT will take reasonable care when handling customer devices and data. However, data loss can occur because of hardware failure, software corruption, malware, pre-existing faults or other circumstances outside our reasonable control.

Nothing in these Terms excludes rights or remedies that cannot legally be excluded under Australian law.

7. Passwords and Account Access

Some services may require temporary access to accounts, devices or systems.

Customers should enter passwords themselves wherever reasonably practicable.

Where a password or other credential must be provided to In Home IT to perform a service, it will only be used for the purpose of providing the requested service.

In Home IT does not intentionally retain customer passwords after they are no longer required for the service unless the customer has specifically requested an ongoing service that requires those credentials and an appropriate method of storing them has been agreed.

Customers may wish to change passwords provided during a support session after the work has been completed.

8. Privacy and Confidentiality

In Home IT will take reasonable steps to respect the privacy and confidentiality of customer information encountered while providing services.

Customer files, emails, photographs, documents and other personal information will not intentionally be accessed unless reasonably necessary to perform the requested work.

Information obtained while providing services will not be intentionally disclosed to third parties except:

- with the customer's permission;
- where reasonably necessary to provide the requested service;
- where required by law; or
- where necessary to protect the rights, safety or property of In Home IT or another person.

9. Remote Support

Where remote support is provided, you authorise In Home IT to remotely access your device for the purpose of providing the requested service.

You should remain available during a remote support session unless otherwise agreed.

Remote-access software installed solely for a support session may be removed or disabled after the work is completed where appropriate.

In Home IT will not intentionally access a customer's computer remotely outside an authorised support session unless an ongoing remote-support arrangement has specifically been agreed.

10. Software, Licensing and Third-Party Services

Customers are responsible for holding appropriate licences for software installed or used on their devices.

In Home IT will not knowingly install pirated, unlawfully obtained or improperly licensed software.

Third-party products and services—including Microsoft, Apple, Google, internet providers, antivirus vendors, cloud providers and hardware manufacturers—are governed by their own terms and conditions.

In Home IT is not responsible for the availability, pricing, policies or actions of independent third-party providers.

11. Malware and Cybersecurity

In Home IT may assist with malware removal, security configuration and cybersecurity issues.

However, no computer, network or security product can be guaranteed to remain completely secure.

Malware removal and security services reduce or address identified risks but do not constitute a guarantee that every malicious program, vulnerability or future security threat has been eliminated.

Customers remain responsible for maintaining appropriate passwords, updates, backups and security practices after the service is completed.

12. Data Recovery

Where In Home IT attempts to recover lost or inaccessible data, successful recovery cannot be guaranteed.

Storage devices can fail physically or electronically, and attempted recovery may not restore all files.

Where specialist data-recovery services are appropriate, In Home IT may recommend that the customer engage a specialist provider rather than continuing work on the affected device.

13. Hardware and Existing Faults

In Home IT will take reasonable care when handling customer equipment.

We are not responsible for failures caused by pre-existing damage, normal wear, defective components or faults that were already developing before our work commenced.

Opening, testing, repairing or otherwise working on failing hardware can sometimes reveal or accelerate an existing fault.

Where reasonably possible, significant risks identified before work begins will be discussed with the customer.

14. Parts and Purchases

Where hardware, software or other products need to be purchased, the customer will be informed of the expected cost before the purchase is made unless prior purchasing authority has been provided.

Ownership of products supplied by In Home IT does not pass to the customer until they have been paid for in full, to the extent permitted by law.

Manufacturer and supplier warranties may apply to products supplied.

15. Cancellations and Access

Customers should provide reasonable notice if an appointment needs to be cancelled or rescheduled.

If In Home IT has travelled to an appointment and is unable to perform the work because the customer is unavailable or reasonable access has not been provided, reasonable travel or time charges may apply where the customer was informed of those charges.

Customers are responsible for providing safe and reasonable access to the equipment and location where work is to be performed.

16. Results and Unresolved Problems

In Home IT will use reasonable care and skill in attempting to diagnose and resolve technology problems.

Not every technology problem can be economically or technically repaired.

If an issue cannot reasonably be resolved, the customer may still be charged for reasonable diagnostic or troubleshooting work performed, provided that the service was carried out with due care and skill.

Where appropriate, In Home IT may recommend replacement equipment, another service provider or specialist assistance.

17. Consumer Guarantees

Our services come with guarantees that cannot be excluded under the **Australian Consumer Law** where that law applies.

Nothing in these Terms is intended to exclude, restrict or modify any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified.

Where Australian Consumer Law or another applicable law provides you with rights that cannot be excluded, those rights prevail over any inconsistent provision of these Terms.

18. Liability

To the extent permitted by law, In Home IT is not responsible for loss caused by circumstances outside our reasonable control, including pre-existing equipment failure, third-party service outages, malware, defective software or hardware, or actions taken by the customer or another third party.

Nothing in this section or elsewhere in these Terms excludes or limits liability where doing so would be unlawful, including rights and remedies available under the Australian Consumer Law.

19. Changes to These Terms

In Home IT may update these Terms of Service from time to time.

The terms applying to a particular service will generally be those provided or made available to the customer when that service is requested or agreed.

20. Governing Law

These Terms are governed by the laws applicable in **Tasmania, Australia**.

21. Contact

In Home IT

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