

Terms Of Service



DESKSTORM - Terms of Service & Engagement Policy

Important Note for the Client: By requesting or accepting IT consulting services from us, you agree to be bound by these Terms of Engagement.

1. Scope of Services & Delivery

We provide professional Business IT Consulting services across two primary modalities:

Remote Work: Handled via secure remote desktop software, phone, or cloud access. The client must maintain an active, stable internet connection for remote sessions.

On-Site Work: Conducted at the client's designated commercial premises.

All specific projects, recurring maintenance schedules, or ad-hoc support hours will be outlined in an attached Schedule of Work or digital quote. Any work requested outside that explicit document will be treated as out-of-scope and billed at our standard hourly rate.

2. Fees, Billing & Payment Terms

Rates: Services are billed according to our current rate card (e.g., ad-hoc hourly rates, fixed-project fees, or monthly retainer models) as specified in your quote.

Payment Window: All invoices are strictly payable within 30 days from the date of issue (unless otherwise stated on the invoice).

Minimum Call-Outs: On-site visits are subject to a minimum charge of 1 hour plus any pre-agreed travel/parking fees.

After-Hours: Work requested outside standard business hours (8:00 AM – 5:00 PM, Monday to Friday, local time) will attract an after-hours loading fee of 150% of the standard rate, unless explicitly covered by a managed service agreement.

3. Client Obligations & Data Warranties

IT environments are inherently volatile. To ensure safety and efficiency, the client agrees to the following:

Data Backups (Critical): The client is solely responsible for maintaining a complete, current, and verified backup of all data, software, and operating systems prior to us commencing any work (remote or on-site). We accept no liability for data loss or corruption.

Access & Authorisations: The client must provide timely access to premises, administrative passwords, network infrastructure, and relevant third-party vendors (such as ISPs or software providers).

Software Licensing: The client warrants that all software installed on their systems is legitimately licensed. We will not install or support pirated or non-compliant software.

4. On-Site Health, Safety & Environment (WHS)

In compliance with Australian Work Health and Safety laws:

The client must provide a safe working environment that complies with local workplace health and safety regulations.

Our consultants reserve the right to immediately leave an on-site location if they feel unsafe, encounter a hazardous environment, or face verbal/physical harassment. In such cases, standard call-out fees still apply.

5. Australian Consumer Law & Guarantees

Our services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). For major failures with the service, you are entitled to:

Cancel your service contract with us; and

A refund for the unused portion, or compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

6. Limitation of Liability

Subject to Section 5 (ACL):

No Consequential Loss: To the maximum extent permitted by law, we are not liable to the client or any third party for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of revenue, business interruption, data breaches, cyber-security incidents, or loss of data.

Liability Cap: Our total liability for any claim arising out of or in connection with this agreement, whether in contract, tort (including negligence), or otherwise, is strictly limited to the total amount paid by the client to us for the specific service giving rise to the liability.

7. Intellectual Property (IP)

Pre-existing IP: Each party retains ownership of any intellectual property created or owned prior to this engagement.

Custom Deliverables: Upon full payment of all invoices, any custom configurations, scripts, or documentation created specifically for the client will be licensed to the client for their internal business operations. We retain the rights to general techniques, code snippets, and methodologies used.

8. Confidentiality & Privacy

We recognize that we will have access to sensitive business data. We strictly covenant to keep all client information confidential and will not disclose it to third parties without prior written consent, except where required by law.

We handle all personal and business information in strict accordance with the Privacy Act 1988 (Cth).

9. Termination

Ad-Hoc Services: Either party may terminate an ad-hoc engagement at any time by giving written notice. The client remains liable for all hours worked and expenses incurred up to the exact moment of termination.

Retainers/Agreements: Managed services or retainer agreements require a 30-day written notice period prior to the end of the current billing cycle.

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