TERMS AND CONDITIONS

OUR AGREEMENT as of May 2024

In these terms and conditions, references to “we” and “us” are to ALL CAPS COMPUTERS.

By using services provided by ALL CAPS COMPUTERS you are entering a contract with us. The terms and conditions below set our obligations to you and what you are agreeing to.

We accept that we have a Duty of Care to exercise Due Diligence in the performance of our Services. The following Terms and Conditions take this obligation into account.

REPAIR SERVICE

**IMPORTANT:** You are responsible for ensuring that you have backed up (made a useable copy of) all data on your computer / device before we access your system. We cannot be held responsible for any loss of data, pictures, media, information, software or programs on your computer / device.

If you have not made any backups of your data, then we can do this for you by prior arrangement. Please contact us as soon as possible to arrange for your data to be backed up before we start work on your computer/ device. Please note, mechanical failure of your hard disk, SSD or other components attached to your computer/device can occur without warning during our intensive diagnostics process. Virus and Malware infections can also damage your data and could lead to unpredictable problems which could then result in data loss again WE CANNOT BE RESPONSIBLE FOR THIS.

For some repairs / services, we may need to re-install your operating system. This involves reformatting your hard disk and or SSD and reinstalling the operating system. This reverts your computer/device back to the point when your computer was first purchased (all personal data files and software will be erased). We will contact you prior to doing this but if you require your data and or softwares to be backed up prior to the reformat (and restored back to your computer once the operating system has been re-installed), please let us know. There will be additional charges associated with this service.

ON-SITE REPAIRS AND SERVICES

If you book an on-site mobile repair technician appointment, we will need the following at the time of appointment:

•Full access to the equipment being repaired.

•Electricity mains power and lighting

•Your agreement to follow our reasonable instructions

•A responsible adult aged 18 or over to be present during our visit

Your computer system should have a valid licensed Windows operating system or Apple OS X operating system installed.  If you have no valid licensed operating system, we will need to purchase and install a retail version of the relevant operating system for your computer/device which will likely have to be taken away to be repaired. Additional costs and time will be involved. We may be unable to work on unlicensed operating systems and unlicensed software.

It is up to you the customer to provide us with all the correct accurate information on a fault or issue with your computer. Any information you have not informed us about that has not been carried out on a repair we cannot be responsible for. We will ensure we uphold our duty of getting the correct information on a fault but again you are responsible for any details not portrayed to us.

REMOTE REPAIR

Some issues are not feasibly capable of resolution remotely, but we will use reasonable amounts of skill and care to rectify problems that you have reported to us. It may be necessary for your computer equipment to be collected and repaired elsewhere to resolve your problem, but we will talk about all available options at the time of the remote repair session.

We will only be remotely connected to your computer for the duration of the session to resolve your problem. We will not connect to your computer abruptly all information will be communicated between all parties prior to this.

LIABILITY EXCLUSIONS

Although we do not have specific knowledge of your computer/device configuration, we will attempt to minimize disruption to your system as much as we can.

Unless the loss or damage is caused by our negligence, we cannot be held responsible or liable for any service performed for you by us regarding:

•Any loss of data, data corruption, loss of images, documents, emails, software or information
•Any financial loss, or loss and interruption to business or contracts
•Any failure by you to follow our reasonable recommendations or instructions
•Any losses or issues you may suffer due to your use of (or failure to use) any anti-virus / security software
•Any loss that is not reasonably foreseeable.

Please note that if your computer system/device or equipment is under manufacturer warranty or service guarantee, our services may affect an active repair. It is your responsibility to assess the effect that our services may have on any manufacturer’s warranty.

Unless the loss or damage is caused by our negligence, we cannot be held responsible or liable for any service performed for you by us regarding:

•Any loss of data, data corruption, loss of images, documents, emails, software or information

•Any financial loss, or loss and interruption to business or contracts

•Any failure by you to follow our reasonable recommendations or instructions

•Any losses or issues you may suffer due to your use of (or failure to use) any anti-virus / security software

•Any loss that is not reasonably foreseeable.

ONE YEAR WARRANTY

Our Warranties and/or Guarantees are not underwritten by a third-party insurance policy.

Unless stated, all non-trade hardware services carry a one-year hardware warranty on both parts and labour. Software repairs carry a 14-day warranty on labour charges. If in the unlikely event of the same software problem reoccurring or, any other fault (which is related to the service provided) we will either try again to fix the problem at no extra charge or, if we cannot fix the problem, we will refund your payment in full for the services performed. This excludes faults caused by the failure of other hardware components or software that occurs after the repair has taken place, faults caused due to incorrect use of software or downloaded material, virus and malware infections, or by faults arising from accidental damage or incorrect use of the product.

Please note, that you are responsible for informing us of a reoccurring issue, not us as well as any additional costs it may incur, we can arrange our own courier at the standard rates.

TRADE REPAIR WARRANTY

Trade repairs carry a maximum 14-day warranty unless agreed prior to the repair.

FREE DIAGNOSTICS

It can take many hours to fully diagnose your computer. This is a free service we offer to all our domestic customers on the condition that your sincere intention is to have your device repaired by us (subject to an acceptance by you of our repair quote). Please note we do not offer free insurance quotes or a free comparison-price quote service. If you decide to not go ahead with the repair and/or our quote has been rejected by you, you will not be charged.

CANCELATION

Repairs for devices we have not yet agreed on a quotation upon or started work for may be returned without a fee. However, once you have accepted our repair quote, we will proceed with the work and the ordering of any components associated with the quote. If you change your mind and attempt to cancel the agreed repair, we will charge you for any labour expended or components ordered, that we cannot recover the costs of, subject to your right of cancellation as stated at the start of this paragraph.

ABANDONED COMPUTERS

Any computer that has been left with us for over 90 days will be recycled or disposed of unless prior arrangements have been made with us to retain it for a longer period. It is important that you check your contact details on your receipt, / email, or quote at the time of booking to ensure that we have your correct and up-to-date contact details. We will not be held responsible for any inaccuracies in the contact details you provided us with. We will endeavour to contact you before we recycle or dispose of your computer/device, but we cannot be held responsible if our attempts at contact prove unsuccessful for whatever reason. We will retain evidence of our attempts to contact you in the form of postage receipts, record card entries, or telephone logs. If there is an outstanding fee due to us and your computer/device remains uncollected for more than 90 days, (and the invoice is outstanding), we reserve the right to sell your computer/device to recover our costs. We will retain evidence of the sale and the price we achieved at the sale. Additionally, we will hold a record of the money still owed to us before and after selling your computer/device. If there is an outstanding fee due to us and your goods remain uncollected for more than 90 days (and the invoice is outstanding), we reserve the right to sell your goods to recover our costs. Before we do this, we will issue final notice to you of our intention to sell or dispose of the goods and allow you a reasonable opportunity to collect the goods. If no response is received, we will proceed to sell or dispose of the goods. We will retain evidence of the sale and the price we achieved at the sale. Additionally, we will hold a record of the money still owed to us before and after selling your goods.

REPAIR AND DIAGNOSTICS TIMES

Some repairs may have to be taken away to be repaired, this can be due to a few reasons but mainly if they are more time-consuming than usual such as a reinstallation of an Operating System or a data backup. We will inform you before a visit or upon arrival if we need to take your device away to be repaired, additional information on the time for the device to be repaired will also be discussed prior to taking your device away. Labour charges will be charged accordingly to time spent if we are asked to complete a bigger repair in-house.

Although we aim to get your device repaired/diagnosed as quickly as possible, the service can sometimes take longer than anticipated. We normally aim to diagnose and repair within 3-10 business days but sometimes the repair can take longer. We may have to source parts from outside of the UK and this can take several weeks before we receive the parts and clear customs.  We will not be held responsible for any repairs that exceed our estimated completion time. We will make every effort to inform you if we expect a delay in our service.  If you would like a status update, please get in touch with us via telephone, social media, website, or other means of contact.

PERSONAL DATA

During the booking-in of your call-out and or computer, we will ask you for certain details we require to perform our service. This includes your name, address, phone number, and email address. We may also require your administrator username and password to access your computer to complete our service. Other software-specific passwords and usernames may also be required. We will need you to make us aware of any specific unrecoverable software or files in the event they may be lost upon agreement to repair. Please note this is your responsibility, and we will ensure we make every effort to get this information prior to a repair.

We may record or keep a detailed note of your conversations with our engineers for contemporaneous record-keeping purposes.

If, during the normal course of our diagnostic and/or repair work on your computer/device, we discover Illegal Content, we may be obliged by law to report this content to the Police without prior notification to you.

COMPLAINTS

Please contact us if you have any complaints or concerns regarding any service, we have undertaken for you. We will aim to resolve your complaint in the shortest possible time.

COMPLAINTS HANDLING POLICY

OUR POLICY

ALL CAPS COMPUTERS is committed to providing the highest levels of care to all our customers. If you are in any way dissatisfied with our products and/or services, then please let us know as soon as possible. This will help us to continually improve our service to you and others.

To ensure that ALL CAPS COMPUTERS can put things right for you, as soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out based on the contract terms and to the high standards the business aims to achieve.

What to do if you have a complaint

Please contact us at info@allcapscomputers.co.uk or WhatsApp / call us on 07592 433613, alternatively you can write to us in writing please get proof of posting. We would ask you to provide your contact details and indicate your preferred method of communication, e.g. telephone, email

OUR COMPLAINTS PROCEDURE

Complaints can be made by letter, email or telephone.

On receipt of your complaint the business aims to respond within 5 days.

ALL CAPS COMPUTERS will arrange a convenient date to come and view and/or remedy the situation within 28 days.

In the unlikely event the business is unable to resolve your complaint having exhausted the business complaints procedure, it may be necessary to use another complaint service. Where the business cannot resolve the complaint to your satisfaction and/or agree to the final resolution requests confirmed to us; and both parties agree a ‘deadlock’ has been reached, you can then escalate your complaint.

ALL CAPS COMPUTERS has access to an Alternative Dispute Resolution (ADR) service for our domestic installation, service, repair and maintenance contracts as part of the Which? Trusted Traders Endorsement. If you choose to you can refer your complaint to Which? Trusted Traders’ Alternative Dispute Resolution. You will need to contact Which? Trusted Traders on 02922 670 040 who can explain if you are eligible to use their Alternative Dispute Resolution.