



Terms & Conditions

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General

Who we are

Berserk Computers is the trading name of Berserk Computers Ltd – a private limited company registered in Scotland (no. SC549572) at the address 10 New Bridge Street, Ayr, South Ayrshire, KA7 1JX, which is our main place of business.

In these Terms and Conditions, references to “we”, “us” and “our” are to Berserk Computers Ltd.

Our agreement with you

When you order services from us, you will be regarded as having entered in to an agreement with us after we have set up a Support Ticket detailing the type of work you have requested from us. These terms and conditions set out the obligations of us and you as part of that agreement.

You will usually receive a copy of the Support Ticket and progress updates to the e-mail address you provide at the time of ordering our services. It is your responsibility to ensure the contact details you have given us is correct.

Standard hours of work

Our standard working hours are between the hours of Monday – Friday, from 09:00 – 17:00. These are the hours our place of business is open to walk-in enquiries, retail sales and our telephone lines are available.

In addition to these standard working hours, we provide call-out technical support and computer repair services on weeknight evenings between 17:00 – 20:00 hours. At the weekend, call-out services are provided between 09:00 – 17:00 on Saturdays only. We are closed for public holidays.

Services provided outside of these standard hours are subject to additional fees and are usually reserved for business customers only. We will notify you before entering in to an agreement to provide services whether additional fees will apply.

Contacting us by phone

You can call us during our standard working hours. Our telephone number is 0800 998 9186, or the local number is 01292 857506.

We record all telephone calls (inbound and outbound) for verification and training purposes.

Service charges, quotations and estimates

Most of our computer repair and technical support services are fixed-price. We detail our prices in our Service Price List, which is available to view in-store or by request. You can obtain a quotation from us before entering into an agreement. Quotations are valid for 30 days from their date of issue and the amount quoted is the amount you will be invoiced if you choose to accept and after we have completed the work.

From time to time, it might be necessary for us to provide an estimate rather than a quotation. We do this when we are unable to inspect your computer system in full, or specific components without taking your system apart. We also do this when you request a bespoke one-off service from us, such as web site design. Where we do provide an estimate, we do our best to avoid this, but occasionally the final price may vary where components or materials differ from what was initially expected. Where this is greater than 10% of our estimated price, we will notify you either by e-mail or by telephone as early as possible.

Consultancy services are charged on a per-half-hour basis. These types of services allow us to flexibly provide bespoke services to small business customers and consumers. In the case of consumers, we typically only charge consultancy rates for smaller support requests that can be completed very quickly (generally less than 30 minutes) and where it is more appropriate than charging the higher Technical Support price.

Requirements for I.T. services

Where it is possible, we will require access to the following to properly look, investigate, test and repair your system before working on your support ticket:

- You are the owner, or have the permission of the owner, of the system in question;
- Power charger or sufficient charge in the battery;
- Administrator password, or you authorise us to reset this if required;
- All necessary information and data to be supplied for us to fulfil our services;
- Permission to access your data (where required) for the purposes of testing, investigating and backup;
- Software licences and product codes as appropriate.

Marketing

We like to stay in touch with our customers by e-mail about regular security updates, information affecting the I.T. industry that may be of interest to you and, general news and information about our business. If you prefer us not to do this, just let us know and we will update our records. You can also opt-out of any e-mail communication by following the unsubscribe links. We will never sell your personal data to third parties.

Service Promise

We want you to be happy with our service. We will make all reasonable efforts to repair your system, subject to the availability of any necessary parts or components, or provide the technical support requested. Occasionally, problems are more complex than first realised or may require additional work to resolve it thoroughly. On very rare occasions, where our service has not provided the outcome expected, we would encourage you to contact us and we promise to take another look. Where necessary, we will repeat the work or try something else to resolve the original issue.

Where a problem continues to persist, we might determine a more in-depth service is required, including the replacement of parts. Where this happens, we will explain our findings to you and you can choose whether to proceed or not. If you do proceed, we will only ever invoice for the difference of the more in-depth service from what you have already paid.

Service Level Agreement (SLA)

If you need your system urgently, please make us aware when ordering our services. We operate a Priority Level for Support Tickets and all tickets are assigned Normal Priority, unless specified otherwise.

We cannot always guarantee your system will be looked at on the same-day that a Support Ticket is opened. However, we do aim to have inspected it and made significant progress within 3 working days. We will provide you with a lead time where it is necessary to order parts or components and when your system is likely to be ready.

No Fix, No Fee

Where we cannot find the fault, or we cannot repair your system or provide the support requested, there is no service charge for you to pay. Where we do find the fault and can offer you a solution which you choose not to proceed with, we may charge a Diagnostic Fee (£25) for inspecting your system.

Any parts or components that you agreed to purchase from us are still due.

Collect & Return

For added convenience, we can arrange to collect your computer system from your home or place of work and bring it to our repair store. Once it's ready, we will return it to you in the same way. There are no additional fees to pay and services are charged at the regular In-Store Price as specified on our Service Price List.

Call-out services

Most of our computer repair and technical support services can be provided at your home or place of business, provided you are within our Coverage Area. These services are charged at a higher price than what you would normally pay if you visited our store and are detailed on our Service Price List. They can be paid for using our portable card machine, via PayPal or by cash. If you prefer to pay cash, please note that we only carry a limited amount of change.

If you book a call-out service, an adult with knowledge of the service required or the problems being encountered must be present. We require safe access to your computer system with adequate lighting, working space and power.

Remote support

We make use of TeamViewer for the purposes of connecting and administering your system remotely. We will require you to install the TeamViewer software from our web site and provide us with the security login details. You can disconnect at any time, in which case we will no longer be able to view your screen or make changes to your system.

We cannot promise to always be able to fix or diagnose system problems remotely. This service is provided for convenience to assist with debugging or minor technical support issues only and it may be necessary for either your system to be brought in to our repair store, or for us to organise a call-out service.

Payment is required upfront for remote support services. This can be made by card payment over the telephone or by using PayPal. Where we are unsuccessful in providing remote support services, you will receive a full refund.

Making a Complaint

We would always encourage you to contact us in writing if you are unhappy with any aspect of our service and we will do our best to put things right. We will acknowledge your complaint within 2 working days and advise if longer time is required to allow for a full investigation.

Our e-mail address is service@berserkcomputers.co.uk or you can write to:

Mr Lhyam Sumal
Company Director
10 New Bridge Street
Ayr, KA7 1JX

Where you feel a matter remains unresolved, we refer you to the Dispute Resolution Process provided by South Ayrshire Council's Trading Standards by telephoning 01292 616060.

Data Protection & Security

Please see our Data Protection Policy for full details about how we use, protect and dispose of your data.

Data Recovery

We cannot be sure to recover all or any of the specific data that you describe for recovery but we will do our best. You may need to supply backup media for us to recover your data to, which should be separate from the drive to be recovered from. These are available to purchase from us separately. It is against our policy to look through your personal data files and so we consider recovery to be successful when we have recovered a reasonable amount of data that is yours (system files, programs, etc don't count).

Software Licencing

You must make available any software licences, subscriptions or product codes that we require to fulfil our services. We will not install any software where a valid licence cannot be produced. We also cannot be sure that our services may resolve any technical issues experienced where any existing software is not properly licenced.

Any software installs, updates or upgrades provided by us to you are for your own reasonable use, in line with the relevant third-party licensor, who retains all copyright and other intellectual property rights in such software. It is your responsibility to ensure that your continued use of the software complies with the provided licence.

Liability Exclusions

We do not have specific knowledge of your computer and its exact configuration for your use. Whilst we take every effort to minimise disruption, we cannot be held responsible for any unforeseen consequences of our services.

Our services may invalidate manufacturer or other retailer warranties. It is your responsibility to assess the risk of using our services and decide whether to proceed.

We cannot be held responsible or liable to you, or your business, in relation to any service regarding:

- Any loss or corruption of data, information or records;
- Any loss of goodwill, or any loss of (or interruption to) business or contracts;
- Any failure by you to follow our reasonable advice, recommendations or instructions;
- Any losses you may suffer arising from your use of (or failure to use) any software we provide;
- Any loss that is not reasonably foreseeable.

Payment

All payments are required to be made in full by the Due Date specified on your invoice, and unless stated otherwise, are due only after the services have been completed (excluding remote support services). The time of payment shall be of the essence.

Deposits

We may request a deposit of not more than 50% from you before completing our services, where:

- Your final invoice is likely to be more than £250;
- We order a specific desktop PC or laptop that you have requested us to supply;
- You have previously made late payments.

Business customers and public-sector organisations

We can provide longer credit terms by request, subject to satisfactory credit checks and our written agreement. We reserve the right to withdraw or adjust our credit terms at any time. Where payment is late by more than 7 calendar days, we will calculate and charge statutory interest daily at the rate of 8% above the Bank of England base rate. We will also apply a penalty charge of £40 (or for transactions over £1,000, the penalty charge will be £70).

Late payments

If you are unable to pay your invoice, you should contact us to make alternative arrangements, as soon as possible. Payments are considered late after 7 calendar days of the Due Date. We reserve the right to recover any reasonable costs incurred by us from you whilst attempting to recover outstanding payments. After 30 days of the Due Date, we reserve the right to take legal action against you, or to pass your details to a debt collection agency to pursue the outstanding amount on our behalf.

Canceling our services

Please contact us as soon as possible if you wish to cancel our services. We may invoice you for partially-complete work where we have started on your support ticket or we have diagnosed the problem or fault. We will invoice you for any parts, components or materials ordered specifically in relation to your support ticket unless we can reasonably re-use or sell these.

Canceling an online order

Please contact us as soon as possible to cancel your order before it is dispatched. If it has already been dispatched, please contact us for a refund or exchange.

Refunds and exchanges

You can return products to us that you have bought from us whether you have changed your mind, they have become faulty or they are damaged. This also includes parts or components that we supply as part of a repair service. Refunds and exchanges can only be processed with proof of purchase.

Returning unwanted products

We operate a 30 day returns policy for products if you change your mind, providing they are in their original condition with unopened packaging. This policy for unopened goods is in addition to your statutory rights and applies to purchases made in-store or online.

Separately to the 30 day policy above, unwanted products can be returned to us even if you have opened them for inspection, as long as you contact us within 14 days of receiving them. Once you have told us that you want to return an item, you should do so without undue delay and not later than 14 days from the date you informed us that you did not want the products. You can examine the goods as you would in a shop but to obtain a full refund, you must not start using them, install them or input any data or software. The goods must be returned in a condition in which they can reasonably be re-sold.

Returning a damaged or incorrect product

Please contact us as soon as you reasonably can so that we can arrange for a replacement product or a refund.

Returning a faulty product

Please contact us as soon as you reasonably can on discovering the fault so that we can arrange for a replacement product, refund or repair. We reserve the right to inspect and verify the fault. We do not refund, repair or exchange faults that are caused by accident, neglect, misuse or normal wear and tear.

How and where to return

You can return a product to our repair store, either in person or we can arrange collection. Our contact phone number is 0800 998 9186 or you can e-mail service@berserkcomputers.co.uk.

Delivery charges

If you ordered your product online, we can refund delivery charges in most instances. However, in some cases it's not possible to refund delivery charges and we will discuss this with you.

Uncollected Systems

We cannot store customer systems indefinitely. When a customer has ordered services from us but then does not respond to our attempts to contact them whilst their system is in our trust, this section outlines our procedure.

Procedure

We will make a minimum of 3 attempts to contact you before starting any work and again after completing work that was previously agreed to, using the details you provided at the time of entering an agreement. This can include by letter where we hold an address for you, by e-mail or text message.

Stage 1: Reminder Letter

Where you do not respond to our attempts to contact you within 30 calendar days from the date of invoice or quotation, we will issue our first written reminder that you should contact us regarding your system.

Stage 2: Second Reminder Letter

Where we have not heard from you within 45 calendar days of Stage 1, we will issue our second reminder that you should contact us. This reminder will state our intention to prepare your system for sale if it remains uncollected after 3 months from the date of Stage 2 reminder.

Stage 3: Final Reminder

Where we have not heard from you within 3 months of Stage 2, we will issue our final reminder that you should contact us or we will sell your system to reclaim outstanding balances on your account. You will have a final period of 10 days from the date of the final reminder to contact us to make arrangements with us.

What happens next

After 10 calendar days from Stage 3 reminder being sent to you, we will prepare your system for sale where it remains uncollected and you have not made arrangements with us. Where services have not yet been completed, it will be at our discretion whether to complete the work to make your device more saleable. Our fees and costs will be added to your account, along with any additional recommendations that we consider necessary to sell your device.

We will perform a full system reset of your device. We will do our best to create a backup of your data, which we will store for a maximum period of 1 year. You can retrieve a copy of your data by contacting us.

We will sell your device through our standard retail channels, which include our store, our web site, social media accounts and third-party online retailers. We are not obliged to issue any further communications or notifications to you about the sale. We will aim to sell your device as close as possible to the amount owed to us. Where we sell your device for a higher amount, you will be entitled to collect the proceeds from us (without interest), up to a maximum period of 1 year from the date of sale.

If you wish to collect your system during this period, we will remove it from sale but you must make arrangements with us to clear the outstanding balance within 14 days of us receiving your request.

Coverage Area for Call-out Services

Postcode	District	Local Authority Area
KA1	Kilmarnock & Hurlford	East Ayrshire
KA2	Crosshouse	East Ayrshire
KA3	Kilmarnock, Stewarton & Dunlop	East Ayrshire
KA4	Galston	East Ayrshire
KA5	Mauchline	East Ayrshire
KA6	Ayr, Hollybush & Coylton	South Ayrshire
KA7	Ayr, Doonfoot & Alloway	South Ayrshire
KA8	Ayr	South Ayrshire
KA9	Prestwick & Monkton	South Ayrshire
KA10	Troon & Barassie	South Ayrshire
KA11	Irvine	North Ayrshire
KA12	Irvine	North Ayrshire
KA13	Kilwinning	North Ayrshire
KA16	Newmilns	East Ayrshire
KA17	Darvel	East Ayrshire
KA18	Cumnock & New Cumnock	East Ayrshire
KA19	Maybole	South Ayrshire
G1	Glasgow City Centre & Merchant City	Glasgow
G2	Glasgow City Centre & Anderston	Glasgow
G3	Finnieston, Woodlands & Yorkhill	Glasgow
G4	Townhead, Cowcaddens & Kelvinbridge	Glasgow
G11	Partick	Glasgow
G12	Hyndland	Glasgow
G13	Anniesland	Glasgow
G14	Scotstoun	Glasgow
G41	Pollokshields & Shawlands	Glasgow
G42	Toryglen	Glasgow

G43	Mansewood	Glasgow
G51	Ibrox & Govan	Glasgow
G52	Cardonald	Glasgow
G53	Darnley	Glasgow
G74	East Kilbride	South Lanarkshire
G75	East Kilbride	South Lanarkshire
G76	Eaglesham	East Renfrewshire
G77	Newton Mearns	East Renfrewshire
G78	Barrhead	East Renfrewshire