



Terms and Conditions for Data Recovery Services

General Conditions of Services

In requesting Data Clinic services you represent to Data Clinic that you are in lawful possession of any data, media and/or equipment made available to Data Clinic, and that you have a lawful purpose to request Data Clinic services. You represent to Data Clinic that this media/data is not involved or potentially involved in litigation or criminal proceedings.

You acknowledge that separate conditions of service apply to the forensic examination of your media and data that in submitting your equipment under this specific agreement you may exclude the application of your equipment and data to any subsequent legal proceedings.

You understand that the media/data/equipment you are making available to Data Clinic is already faulty or damaged, that data recovery efforts can result in further loss or damage, that your media and/or equipment warranties may become void and that Data Clinic is not responsible for this or any other type of loss or damage.

You acknowledge that you are in possession of your media at all times and that you are responsible for its safe keeping

Once you have engaged the Data Clinic you agree to the timescales, processes and procedures of the offered services and you commit to respond promptly and in any event within seven working days, to any correspondence of the Data Clinic.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation facsimile (fax), in person, by telephone or email; if followed by written confirmation at the earliest possible opportunity.

If you fail to respond to correspondence within the afore-mentioned timescales then you will be charged a diagnosis fee and a carriage fee for the return of your equipment to you by chosen means of the Data Clinic.

Data Clinic reserves the right to subcontract the data recovery service offered.

Data Clinic complies with the Data Protection Act and will keep all data retrieved from your media confidential to the extent that it keeps its own data confidential.

In making your recovered data available to you, in whole or in part, you agree that you are satisfied with the Data Clinic services and that any fee you were notified of is now payable in full for these services.

Data Clinic will where practicable retain a copy of your recovered data for a period of no more than fourteen days. During this period Data Clinic and/or its representatives will answer queries about the recovered data and, if required, provide further copies. You will be charged an additional fee access to and the provision of media supplied with these copies.

You understand that Data Clinic does not offer guarantees or warranties of any kind and that the extent of any Data Clinic's liability to you is strictly limited to the fees you pay Data Clinic for its services in data recovery.

All payments for services fall due within 28 days of the invoice date. All Invoices outstanding beyond this date will be referred to a Data Clinic debt collection agent. All due payments will then be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be your responsibility.

In the event Data Clinic undertakes to arrange a courier service, you agree that you will insure your goods against loss, damage or theft. You agree that Data Clinic accepts no responsibility for the cost of the equipment should this equipment be lost or stolen or damaged, how so ever occurring. Data Clinic is not responsible, in any event for the consequences of such loss any value or perceived value of the equipment or information stored on the equipment.

In the unlikely event a dispute arises that cannot be settled informally, both you and Data Clinic agree that such dispute will be resolved according to the laws of England.

Services other than for Server, RAID and Data Base recovery services

1. Data Clinic will determine the possibility of recovering data on your media (Diagnosis) and will retrieve and/or provide access to your recovered data (Data Recovery) under the conditions of service offered.
2. You will be advised of the cost of a diagnosis or evaluation fee for specified work. Prompt payment of this fee is required within a reasonable timeframe and within seven working days. This fee is non refundable and unless you are notified to the contrary you will also be charged a Data Recovery fee for the services provided by the Data Clinic.
3. A separate charge will be made for the media on which your data is returned to you. Data Clinic does not guarantee or pass on any warranty for this equipment/media.

RAID , Server and/or Data base application services you agree to the following:

1. Following an initial telephone consultation you will be provided with a schedule of charges and a description of the RAID /Server and or Database data recovery services offered.
2. Prior to any undertaking you must submit in writing a description of sample files that you acknowledge will serve as proof of successful data recovery.
3. Your agreement to these terms is needed prior to Data Clinic undertaking any work.
4. Under these terms you will be notified of, and required to pay a non refundable diagnostic or assessment fee.
5. Once funds are cleared, our technicians will proceed to diagnose or assess your faulty system and will subsequently submit to you an evaluation report and also a firm quotation for the work involved in attempting to recover and restore your data and also the work involved in checking files against your sample file list. An indication of the approximate time it will take to return your data to you will also be provided in writing, whilst we will attempt to meet these timescales this is not commercially binding.
6. At this stage a non refundable payment is required for the repair and/or analysis of any hardware or hard disks needed in our task and also the application of a "RAIDScope" service or equivalent configuration analysis process.
7. If available, raw data from your failed system/media will be extracted, de-striped and stored prior to testing.
8. Where you have requested that we attempt to recover deleted files from a Microsoft SQL database application: You agree that to the unconditional application of specific executable software application/s to your system and that we accept no liability whatsoever for the use and consequences in respect of the results of such applications.
9. A separate non refundable charge will be made for our deployment of the software referred to in item 8
10. Should your data prove inaccessible you will be advised as soon as is practicable.
11. A schedule of charges will apply to the quantity of data extracted.
12. You agree to co-operate in the testing and acceptance of the data made available under the aforementioned clauses. This acceptance will comply with the proof of recovery file list in clause 2. A schedule of charges will apply to this work. If you fail to provide a list of files under clause 2 then you agree to abide by our technicians evaluation of the acceptability of your data and subject to this evaluation you MUST pay the outstanding fees in total shown in the firm quotation.
13. Once testing and acceptance under the conditions of clause 2 is complete and agreed in writing and subject to clause 10, you commit and agree to pay 80% of all outstanding charges shown in the firm quotation price. This is non refundable.
14. Once funds have been cleared, or by special dispensation your recovered data will be made available to you.
15. Under these terms and subsequent to clauses 10, 11&12 our mandatory telephone technical support is made available to you for a period of two days starting from the acceptance date during normal working hours. You agree that you will apply all recovered data made available to you within 48 hours following acceptance.
16. A charge for this support falls due at the end of the second day subsequent to the return of your data.
17. Our commitment to you terminates at midnight on the second day following the return of your accepted data. At this date and time all outstanding payments now fall due under our standard terms of business.
18. You may request additional data recovery or system restoration technical support including on-site and out of hours working for which a schedule of charges will apply. All additional technical support is provided at our absolute discretion and we reserve the right of absolute refusal to provide such support and also to withdraw any agreed technical support for any reason what so ever without penalty.
19. Unless otherwise agreed in writing all payments fall due as shown in the quotation. You agree that payment of the remaining fees are not contingent upon the successful application by you of your recovered data and all payments made under these terms are non refundable.
20. You agree and acknowledge that no work is carried out without your consent.

21. Where work is carried out on a site where the equipment you are responsible for is or has been deployed, you agree that Data Clinic or its agents, bear no responsibility or liability what so ever for any interruption to or failure of service , damage to equipment or for any accident involving any third party, how so-ever incurred.
22. You also agree that Data Clinic in this undertaking does not offer guarantees or warranties of any kind and that Data Clinic bears no liability whatsoever for work undertaken, equipment or data provided or for any advice or instruction offered either written or verbal.
23. We will attempt to return your data to you within a nominated timeframe however you agree that Data Clinic provides no commitment for the time it takes to recover and return your data to you.

Name:

Sign:

Date:

For training purposes some calls may be recorded.

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