

End User Data Recovery Service

Terms and Conditions 2011

1. Datastor Technology Ltd will use the most appropriate methods and techniques to determine any recoverable data on the clients' media and recover the data in the most appropriate method.
2. The client expresses to Datastor Technology Ltd that they are in lawful possession of all of the data, media and/or equipment which is sent to Datastor Technology Ltd, and that they have a lawful purpose to request the services of Datastor Technology Ltd.
3. Datastor Technology Ltd is registered under the Data Protection Act 2000 and is therefore obliged to ensure that all data retrieved from the Clients media is kept confidential in line with the Datastor Client Data Security Policy.
4. The Client understands that the media they are sending to Datastor Technology Ltd is likely to be already damaged and that any data recovery efforts by Datastor Technology Ltd can result in further damage. As a result, the Clients media and/or equipment warranties may become void and Datastor Technology Ltd is not responsible for this or any other type of damage.
5. Consent required of either party will be effective if provided in a commercially reasonable manner by fax, telephone, email, post or by person.
6. The Client is responsible for the risk of loss during shipping.
7. The Client agrees to pay all shipping and/or authorised charges.
8. All evaluation shipments will be sent to Datastor Technology Ltd, Bristol Road, Heathend, Wotton-under-Edge, Gloucestershire, GL12 8AX
9. No services are ever performed and no charges are incurred by Datastor Technology Ltd without the Clients consent.
10. You will be charged an evaluation fee of £35 per data recovery for hard drives. This fee is not applicable for USB Flash drives or SD type media. This fee is required to be paid before the evaluation is made.
11. If the data recovery is successful, the appropriate data recovery fee will become chargeable.
12. An invoice will be issued upon completion of the work. Payments shall be made on demand and before shipping the recovery to the Client.
13. Datastor Technology Ltd will retain a copy of the recovered data for a period of three months in which Datastor will be able to provide a further copy on DVD.
14. Datastor Technology Ltd does not offer guarantees or warranties of any kind. The liability of Datastor towards the client is strictly limited to the fee paid to Datastor Technology Ltd for the data recovery service.
15. The Client represents to Datastor Technology Ltd that the media/data that is sent to Datastor is not involved or potentially involved in litigation, unless expressly indicated
16. In the unlikely event a dispute arises between Datastor and the client that cannot be settled informally, both parties agree that the dispute will be resolved according to English Law.