

Background

These Terms and Conditions apply to all data recovery services We supply to customers wholly or mainly for their Business

which apply to all data recovery services, or household purposes and not

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the following meanings:

In the context otherwise requires, the following meanings:

“Business”

trade, craft, or profession carried

“Business Day”

(other than Saturday and Sunday) on which our offices are open for normal business in

“Commencement Date”

the commencement date for the Contract as set

“Confidential Information”

any other information received or transmitted by Us that is proprietary or confidential of You, including Your Data contained in the Data that Data as is recovered or

“Contract”

the Contract for the provision of Services, as

“Data”

any information in electronic form of any description, including but not limited to, all data as defined by the data protection laws and any computer program. This includes but is not limited to Data obtained from You or any third party [and] for it by Us, whether or not it

“Fees”

any sums payable [and any and all other sums] payable to Us in return for Us carrying out Our obligations under the Contract;

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“Intellectual Property”

Registered or unregistered intellectual property rights which now or in the future may subsist in or in relation to, but not limited to;

“Media”

any data (including but not limited to software) provided by You to Us) listed and/or included in the Order and may include without limitation, compact discs, flash memory cards, optical discs, and other data storage devices;

“Order”

the Services [as attached] OR [as attached to a letter signed by You] OR [in an order form]

“Order Confirmation”

the receipt and confirmation of Your Order by Us; 2;

“Regulations”

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Services”

the Services to be provided by Us to You, further defined in Clause 4 and in the Order. Where we provide You any digital content, media or other electronic goods of the Services, references to “goods” in these Terms shall include such goods and digital content, as well as any associated services;

“Service Fee”

the fee referred to in Clause 7

“You/Your”

the person named as the customer in the Order and whose name and address are set out in the Order;

“We/Us/Our”

the provider of the Services which is <<insert name of company registered in England and Wales (company number)>> of <<insert address of business is at [the same address as the registered office of the company] and includes all other persons acting in the course of business of <<insert company name>>;

“Working Hours”

the working hours which are <<Insert working hours to 17:00>>;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

each reference in these Terms and Conditions to:

1.2.1 “writing”, and any other form of communication, includes a reference to any communication by electronic transmission or similar means;

any communication, includes a reference to any communication by electronic transmission or similar means;

1.2.2 a statute or regulation, is a reference to that statute or regulation in force at the relevant time;

the relevant time; a reference to that statute or regulation in force at the relevant time;

1.2.3 “these Terms and Conditions”, is a reference to these Terms and Conditions (including any amendments);

a reference to these Terms and Conditions (including any amendments);

1.2.4 “the Contract”, is a reference to these Terms and Conditions and any order or other document(s) forming part of the Contract;

a reference to these Terms and Conditions and any order or other document(s) forming part of the Contract;

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1.2.5 a Clause or Condition of these Terms and Conditions; and

1.2.6 a "Party" or "parties" to the Contract;

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

1.4 Words signifying the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services to You by Us and will form part of the Contract between Us and You. Before submitting an Order, You must read these Terms and Conditions carefully. If you do not accept any part of these Terms and Conditions, please do not place an Order.

2.2 Your Order constitutes an offer to purchase Services that We may, at Our discretion, accept. A legally binding Contract between Us and You will be created upon Our acceptance of Your Order by Our Order Confirmation. Order Confirmations will be sent to You by email.

2.3 The Contract between Us and You is an "off premises contract" OR [a "distance contract"]. The Regulations require Us to ensure that in the case of an "off premises contract" OR [a "distance contract"], certain information is made available to You prior to the formation of the Contract between Us and You. A description of that information is in the Terms and Conditions. We have included the information itself in the Terms and Conditions for You to see now, or We will make it available to You upon request. You are bound by the Contract.

2.4 All of the information required by the Regulations in Clause 2.3 given by Us to You, will, as a condition of the Terms of the Contract.

3. Orders

3.1 All Orders for Services will be subject to these Terms and Conditions.

3.2 You may change Your Order before We begin providing the Services by contacting Us. Change Orders do not need to be made in writing.

3.3 If Your Order is changed, You will be notified in writing of any change to the price in advance of the Order being placed.

3.4 You may for any reason cancel Your Order up until expiry of 14 days after the date when We give notice to You of the Order but if We begin the Services before the end of that period and You have expressly requested Us to begin the Services, You may not cancel once We begin the Services. If You do not cancel within the period in this Sub-clause 3.4, and You have not cancelled Your Order in accordance with Clause 7, We will refund the amount of any payment(s) to You upon receiving Your cancellation. If You request that Your Order be cancelled, You must confirm this in any way convenient to You. The Regulations give rights to You by the Regulations. If, applicable to the Services before received by You, You wish to cancel the Order or request a refund, You must provide the information or after the above 14 day period.

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cancellation period
refer to Clause 8 for

in providing the Services, please
which You may do so.

3.5 We may cancel Your
Services in the follo

before We begin providing the

3.5.1 The require
provision of

quired materials necessary for the
table; or

3.5.2 An event ou
<<insert time
reasonable c

e control continues for more than
clause 11 for events outside of Our

3.6 If We cancel Your
Clause 3.5, the can

providing the Services under sub-
d by Us in writing.

4. Our Obligations

4.1 With effect from the
Service Fee being
Terms and Condition

We shall, in consideration of the
n the terms of payment in these
as described as follows.

4.2 We will use reasona

forming the Services.

4.3 We shall provide t
competent commerc

the standard met by reasonably
services in the United Kingdom.

4.4 We will, employing
and expertise, use
in accordance with

, standard processes, knowledge,
rs to carry out the following tasks,
Order:

4.4.1 Inspect the
existence of
Media, the c
amount of D
useable [ar
("Diagnosis"

determine the probability of the
luate and identify the Data on the
ge to Data on the Media [and] the
ny, likely to be recoverable and
[such] Data can be converted]

4.4.2 Report the D
room exami
Data Recove

ing details of any third party clean
We advise is required to carry out
e 4.4.3)];

4.4.3 Retrieve and
[and/or conv
any recover
necessary in
to You on su

onstruct and/or provide access to
nt of recoverable Data and return
ncrypted form], and where it is
the Data to You, We will supply it
covery"); and

4.4.4 Carry out an
assistance) s

(e.g. render any technical agreed

4.5 We will begin the S
in Our Order Confir
is later. We will ma
Services within th
accordance with Yo
any delays if an ev
Clause 11 for event

sified in Your Order and confirmed
of the Media from You, whichever
ort to continue and complete the
Our Order Confirmation (and in
however, be held responsible for
nable control occurs. Please see
ble control.

4.6 If We provide You
supply a duplicate o
it within 14 Busines

it is inaccessible by You, We will
charge provided that You request
e the recovered Data from Us. We

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has given rise to Us <<insert>> Omnified Amounts.

7. Price and Payment

- 7.1 The Service Fee paid by You will be that shown in Our <<insert>> document, e.g. price list, at the time of Your Order. If the Service Fee shown in Your Order is not the current price We will inform You upon receipt of Your Order.
- 7.2 Our Prices may change. These changes will not affect Orders that We have already received.
- 7.3 All Prices include VAT. Changes between the date of Your Order and the date of payment will adjust the rate of VAT that You must pay. Changes in VAT rates on any prices where We have already received payment in full will not affect the price of Your Order.
- 7.4 The Service Fee will be payable to Us upon completion of Data Recovery and prior to Our release to You of the Data recovered [and/or replicated] [and/or converted].
- 7.5 If You do not make payment by the due date [as shown in/on <<insert>> document e.g. invoice] <<insert>>]:
 - 7.5.1 We shall have no obligation to return Media and Data to You until You make full payment. We may without liability delete/destroy Your Data and any copies thereof hereafter unless in the interim full payment and a copy of the invoice is received;
 - 7.5.2 We may charge interest on any overdue sum at the rate of <<insert>> per annum above the base lending rate of <<insert>> per annum from the time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment or our judgment. The interest due when paying an overdue sum.
- 7.6 The provisions of sub-clause 7.5.1 shall apply only if You have promptly contacted Us to dispute an invoice. Interest will accrue while such a dispute is ongoing.
- 7.7 We accept the following payment methods:
 - 7.7.1 <<insert type>>
 - 7.7.2 <<insert type>>
 - 7.7.3 <<insert type>>
 - 7.7.4 <<insert type>>
 - 7.7.5 <<add more>> [if required].
- 7.8 Credit and/or debit cards are accepted at the <<insert point at which a card will be charged>>.
- 7.9 Unless the Order states otherwise, the Service Fee for Diagnosis and/or Repair shall cover in full, and be payable for, all Diagnostic and Repair charges.
- 7.10 If as a result of Our Data Recovery We find that no Data exists on the Media or that Data is not recoverable or useable if Data Recovery were carried out, We will inform You accordingly. None of the

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Service Fee shall be the amount of the Service Fee to You.

already paid, We shall refund the

7.11 If, despite Our attention, We do not recover the Data under the Contract, We recover:

the Contract, We recover:

7.11.1 none of the Service Fee;

on the Media and You choose not to receive the Data, We will not be obliged to provide You with any such Data recovered;

7.11.2 only an insubstantial amount of the Data, then none of the Service Fee shall be refunded to You; otherwise, then none of the Service Fee shall be refunded to You.

recoverable, and, if already paid, We shall refund the Service Fee to You.

7.12 If We recover either the Data or the Service Fee, then none of the Service Fee shall be refunded to You.

7.12 If We recover either the Data or the Service Fee, then none of the Service Fee shall be refunded to You.

7.12.1 all or a substantial amount of the Data, then none of the Service Fee shall be refunded to You.

and You choose to receive that Data, then none of the Service Fee shall be refunded to You.

7.12.2 an insubstantial amount of the Data, then none of the Service Fee shall be refunded to You.

We will provide You with a written report of the amount of the Data We have recovered and all of the Service Fee shall be refunded to You. If We do not recover all of the Data We shall make a deduction from the Service Fee to reasonably reflect the amount and usefulness of the Data recovered under relevant circumstances.

We have recovered and all of the Service Fee shall be refunded to You. If We do not recover all of the Data We shall make a deduction from the Service Fee to reasonably reflect the amount and usefulness of the Data recovered under relevant circumstances.

7.13 If We fail to recover the Data, then none of the Service Fee shall be refunded to You.

amount of Data, then:

7.13.1 If We have carried out all of the relevant tasks under the Contract, nevertheless, if We have not recovered a substantial amount of the Data, then none of the Service Fee shall be refunded to You.

We have carried out all of the relevant tasks under the Contract We should carry out, We may nevertheless attempt to recover a substantial amount of the Data to You; or

7.13.2 If We, in breach of the Contract, have not properly carried out the relevant tasks which under the Contract We should have carried out, then none of the Service Fee shall be refunded to You, and, in addition, We shall be liable to You for the Data, at no cost to You.

have not carried out or not fully or properly carried out the relevant tasks which under the Contract We should have carried out, then none of the Service Fee shall be refunded to You, and, in addition, We shall be liable to You for the Data, at no cost to You.

7.14 We shall be entitled to recover from You the incidental expenses incurred by Us provided that in advance of incurring such expense beforehand You have agreed to pay such expense. The expenses shall include:

the incidental expenses incurred by Us provided that in advance of incurring such expense beforehand You have agreed to pay such expense. The expenses shall include:

7.14.1 travel expenses incurred by Us where We are to attend the Services;

our hourly standard rate where We are to attend the Services;

7.14.2 transport and other expenses incurred by Us from Our premises to and from the location where the Services are to be carried out;

and Your other equipment to and from the location (including carrying out the Services) where the Services are to be carried out; and

7.14.3 third party charges incurred by Us in connection with the Services.

Media.

7.15 We may during the Services identify a need to use additional equipment, software, spare parts for disc drives, or adaptors or components, together with any replacement thereof, from a third party, provided that We incur it and see that it is necessary, and We find that You have agreed to pay the cost of the Data as a result, We shall carry out the Services.

We may during the Services identify a need to use additional equipment, software, spare parts for disc drives, or adaptors or components, together with any replacement thereof, from a third party, provided that We incur it and see that it is necessary, and We find that You have agreed to pay the cost of the Data as a result, We shall carry out the Services.

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10.6 After the Contract ends, the Parties' obligations shall continue in any way or for any reason, the Parties' obligations shall continue.

11. Events Outside Our Reasonable Control (Force Majeure)

11.1 We will not be liable for any failure or delay in performing Our obligations where the cause is outside Our reasonable control. Such causes include, but are not limited to: power failure, provider failure, industrial action, civil unrest, fire, explosion, earthquakes, subsidence, acts of terrorism, acts of war, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

11.2 If any event described in 11.1 occurs that is likely to adversely affect Our performance under the Contract:

11.2.1 We will inform You as soon as reasonably possible;

11.2.2 Our obligations under the Contract and Conditions will be suspended and the time for performance of the Contract will be extended accordingly;

11.2.3 We will inform You of any dates, times or availability of Services as soon as reasonably possible outside of Our reasonable control is likely to occur;

11.2.4 If the event described in 11.1 continues for more than 30 days, You may cancel the Contract in accordance with Our right to cancel in 8.3.3 and inform You of the cancellation. You will be paid the amount payable to You as a result of that cancellation as soon as reasonably possible; and

11.2.5 If an event described in 11.1 occurs and You wish to cancel the Contract, You may do so in accordance with Your right to Cancel under 8.3.3.

12. Communication and Contact

12.1 If You wish to contact Us with any complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

12.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Contract and Conditions). When contacting Us in writing You may use the following details:

12.2.1 Contact Us by email at <<insert email address>>; or

12.2.2 Contact Us by post at <<insert company name>>, <<insert postal address>>.

12.3 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Contract and Conditions). When contacting You in writing We may use the following details:

12.3.1 Contact You by email at <<insert email address>> or by telephone at <<insert telephone number>> or

12.3.2 Contact You by post at <<insert postal address>> or by the postal address You have given Us in the Contract.

13. Other Important Terms

13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract) to a third party. (This may be subject to certain restrictions.)

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happen, for example, if we are informed by Us in writing that you will not be affected and the contract will be transferred to the third party.

ness.) If this occurs You will be bound by these Terms and Conditions will be bound by these Terms and Conditions will be bound by them.

13.2 You may not transfer your obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

ons and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

13.3 The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

not intended to benefit any other person or party will be entitled to enforce any provision of these Terms and Conditions.

13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions shall be valid and enforceable.

13.5 No failure or delay in exercising any rights and Conditions means that We will waive any subsequent rights or remedies in respect of a breach of any provision of these Terms and Conditions or any other provision.

of Our rights under these Terms and Conditions means that We will waive any subsequent rights or remedies in respect of a breach of any provision of these Terms and Conditions or any other provision.

14. Governing Law and Jurisdiction

14.1 The Contract, and any dispute or claim (whether contractual or otherwise) shall be governed by the law of [England & Wales or Scotland].

you and Us (whether contractual or otherwise) shall be governed by the law of [England & Wales or Scotland].

14.2 As a consumer, you are entitled to the benefit of the mandatory provisions of the law in your country of residence. Clause 14.1 above takes away or restricts those provisions.

mandatory provisions of the law in your country of residence. Clause 14.1 above takes away or restricts those provisions.

14.3 Any dispute, contract or claim (whether contractual or otherwise) shall be governed by the law of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

claim between you and Us relating to the Contract, or any dispute or claim (whether contractual or otherwise) shall be governed by the law of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Description of information to be provided to consumers

Businesses of the Regulations

1. The main characteristics of the goods or services to be supplied;

1. The main characteristics of the goods or services to be supplied;

2. Our identity and address [and contact details (set out in clause 1.1 of the Terms and Conditions)];

2. Our identity and address [and contact details (set out in clause 1.1 of the Terms and Conditions)];

3. The total price for the Services, including taxes [or, if the nature of the Services is such that the price cannot be calculated in advance, the basis on which they will be calculated];

3. The total price for the Services, including taxes [or, if the nature of the Services is such that the price cannot be calculated in advance, the basis on which they will be calculated];

4. The arrangements for payment, including the time by which (or within which) We undertake to perform the Services;

4. The arrangements for payment, including the time by which (or within which) We undertake to perform the Services;

5. Where applicable, Our complaint handling policy;

5. Where applicable, Our complaint handling policy;

6. A reminder that We are not providing any Services that are in conformity with the Regulations.

6. A reminder that We are not providing any Services that are in conformity with the Regulations.

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- with the Contract;
- 7. Where applicable, details of [S] and commercial guarantees;
- 8. The duration of the Contract [S] if the contract is of indeterminate duration or is to be extended [S] the conditions for terminating the Contract;
- 9. Where applicable, the [S] applicable technical protection measures, of digital content [S] [S] data that We supply to You;
- 10. Where applicable, any relevant [S] digital content with hardware and software that We are aware [S] expected to have been aware of.
- 11. The cost of using the means [S] communication for the conclusion of the Contract where that cost is [S] the basic rate;
- 12. Where You have a right [S] time limit and procedures for exercising that right in accordance [S] conditions (including the form set out in the Regulations which You [S] contract
- 13. **Note: Include 13 only if the [S] contract**
Where applicable, that You [S] cost of returning any goods that We supply to You in case of cancellation [S] [S]
- 14. **Note: Include 14 only this [S] [S] t”:**
Where applicable, that You [S] cost of returning the any goods that We supply to You in case of cancellation [S] the goods, by their nature, cannot normally be returned by post [S] the goods;]
- 15. That if You exercise the right [S] have expressly requested Us to begin the Services in the event [S] are to be liable to pay Us for the Services supplied up to the date [S] the cancellation. The payment for those Services will be proportionate [S] Services which are to be provided under the Contract;
- 16. That there is no right to cancel [S] locally requested Us to visit You to carry out urgent repairs or [S] You will lose the right to cancel if We have supplied all of the goods [S] an to supply them after You made the request referred to in paragraph [S] [S]
- 17. where applicable, the existence [S] duct which We have undertaken to be bound by in relation to Cancellation [S] you can obtain a copy from Us.

[S] [S] ers [S] notice]].