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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 the premises are open for normal business in

“Commencement Date”

the commencement date for the Contract as set

“Confidential Information”

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

information that: a) is or becomes known through any act or omission of the receiving party; b) was in the receiving party's lawful possession before the Data was lawfully disclosed to the receiving party or a third party without restriction on disclosure; c) was independently developed by the receiving party, which independent development is shown by written evidence; or e) is required to be disclosed by law, by any court of law or by any regulatory or

“Contract”

the agreement for the provision of Services, as

“Data”

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

“Intellectual Property”

any registered or unregistered intellectual property rights now or in the future may subsist in the Data, but not limited to;

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“Media”

vided by You to Us) listed and/or order and may include without ives, flash memory cards, optical a;

“Order”

the Services [as attached] OR [as writing];

“Order Confirmation”

e and confirmation of Your Order 2;

“Regulations”

umer Contracts (Information, onal Charges) Regulations 2013;

“Services”

be provided by Us to You, further t out in Clause 4 and in the Order. You any digital content, media or of the Services, references to ch goods and digital content, as

“Service Fee”

referred to in Clause 7

“You/Your”

] named as the customer in the e and address are set out in the

“We/Us/Our”

f the Services which is <<insert company registered in England npany number>> of <<insert ce of business is at [the same other address] and includes all of <<insert company name>>;

“Working Hours”

orking hours which are <<Insert o 17:00>>;

1.2 Unless the context Conditions to:

ch reference in these Terms and

1.2.1 “writing”, an communicat means;

on, includes a reference to any electronic transmission or similar

1.2.2 a statute or provision as

e is a reference to that statute or at the relevant time;

1.2.3 “these Term Conditions (

a reference to these Terms and

1.2.4 “the Contract Conditions a part of the C

a reference to these Terms and der or other document(s) forming

1.2.5 a Clause or Conditions; a

e to a Clause of these Terms and

1.2.6 a "Party" or t

parties to the Contract;

1.3 The headings used

nditions are for convenience only

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3.5.1 The required materials necessary for the provision of the Services shall be available; or

3.5.2 An event outside of Our reasonable control continues for more than 30 Business Days after the date of Clause 11 for events outside of Our reasonable control.

3.6 If We cancel Your Order under Clause 3.5, the cancellation shall be confirmed by Us in writing, providing the Services under sub-clause 3.5.1 and 3.5.2.

4. Our Obligations

4.1 With effect from the date the Service Fee being paid by You, We shall, in consideration of the Service Fee, provide the Services on the terms of payment in these Terms and Conditions as described as follows.

4.2 We will use reasonable care in performing the Services.

4.3 We shall provide the Services to the standard met by reasonably competent commercial services in the United Kingdom.

4.4 We will, employing our best skills, care and expertise, use our standard processes, knowledge, and experience to carry out the following tasks in accordance with Your Order:

4.4.1 Inspect the Data to determine the existence of Data on the Media, the date and amount of Data on the Media [and] the amount of Data on the Media [and] useable [and] recoverable [and] [such] Data can be converted] (“Diagnosis”);

4.4.2 Report the Data to You, including details of any third party clean room examination of the Data. We advise is required to carry out the Data Recovery (see Clause 4.4.3);

4.4.3 Retrieve and reconstruct and/or provide access to the Data [and/or convert the Data to an encrypted form], and where it is not possible to reconstruct the Data to You, We will supply it to You on such terms as We may determine (“Data Recovery”); and

4.4.4 Carry out any other tasks as You may require (e.g. render any technical assistance) as agreed in Your Order.

4.5 We will begin the Services as specified in Your Order and confirmed in Our Order Confirmation. If the date is later. We will make every effort to continue and complete the Services within the time specified in Our Order Confirmation (and in any event, We will, however, be held responsible for any delays if an event outside of Our reasonable control occurs. Please see Clause 11 for events outside of Our reasonable control).

4.6 If We provide You with a duplicate of the Data, We will charge provided that You request a duplicate of the recovered Data from Us. We will delete or destroy any copy of Your Data in Our possession. In the event that Your Data in Our possession, We will, 20 or more Business Days after the date We delivered the Services and delivered to You, We will delete or destroy any copy of Your Data in Our possession.

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- 4.7 We shall at all times
 - 4.7.1 act only on [redacted] respect to such Data as We receive from You when [redacted]
 - 4.7.2 as required [redacted] conditions in Clause 10, maintain the confidentiality of such Data;
 - 4.7.3 store all such Data [redacted] inment;
 - 4.7.4 take appropriate [redacted] operational measures against:
 - 4.7.4.1 unauthorised access, processing of all such Data; and
 - 4.7.4.2 its disclosure, loss or damage.
- 4.8 Whilst We will perform our obligations under this Clause 4, We:
 - 4.8.1 do not undertake any task or responsibility that all or any of Your Data is irretrievably lost, destroyed, damaged, unrecuperable or that We will succeed in recovering it or that We will achieve any other purpose or result;
 - 4.8.2 shall not have any liability or responsibility for any loss or damage, and shall not bear any liability or responsibility for any loss or damage, those matters which You expressly undertake, whether or not, or responsibility of under these Terms and Conditions.

5. How We Use Your Personal Data (Data Protection)

- 5.1 All personal data that We collect, process, and held in accordance with the applicable data protection legislation and your rights under that legislation.
- 5.2 For complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of Your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy [redacted] OR [attached in the Schedule to the Terms and Conditions].
- 5.3 References in these Terms and Conditions to “data protection legislation” mean all applicable data protection legislation in force from time to time in the United Kingdom including, but not limited to, the UK General Data Protection Regulation ((EU) 2016/679), as amended, and Northern Ireland (Withdrawal) Act 2020 (and regulations made thereunder); and the Data Protection Act 2018 (and regulations made thereunder); and the Telecommunications Act 2003 as amended.

6. Your Obligations

- 6.1 You warrant and undertake that:
 - 6.1.1 the Media and Data are lawfully obtained by You or otherwise supplied by You to Us when You provide them to Us;
 - 6.1.2 it is lawful and proper for You to supply and disclose that Media and all Data to Us;
 - 6.1.3 You have a legal obligation to supply that Media and Data;

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7.13 If We fail to recover

amount of Data, then:

7.13.1 If We have
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ract We should carry out, We may
e to further attempt to recover a
t to You; or

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7.14 We shall be entitled
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Our premises; and

7.14.3 third party cl

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7.15 We may during the
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third party, provided
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and We find that V
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ne Services identify a need to use
ted to, replacement [off-the shelf]
tware, spare parts for disc drives,
e the reasonable cost of it to You,
ing such equipment to Us from a
e particular cost concerned before
ng the cost. If You do not consent,
of the Data as a result, We shall
arry out the Services.

7.16 [You shall pay Us
specified in the Ord
rate in effect at the
agreed. Any such

ces provided by Us that are not
r <<insert frequency e.g. hourly>>
ce or such other rate as may be
vices shall be invoiced separately

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from the Service Fee

8. Cancellation

8.1 If any of the following conditions occur, We may immediately by giving You notice in writing, cancel the Services and the Contract in that case You have made any payment to Us, such payment will be refunded to You within <<insert time period>>. If in that case You have not made any payment to Us for the Services, We will not be liable to make any payment to You. In the case of 8.1.2 - 8.1.4, the Services have been fully and completely performed in accordance with the Contract and payment is as a result of a breach of the Contract under Clause 7 but You have not made payment in accordance with Clause 7. You must make payment in accordance with Clause 7. You must give notice to give <<insert period, e.g. 30 calendar days>> notice in writing

8.1.1 We have breached the Contract in any material way and have failed to provide any remedy that is acceptable to You in writing; or

8.1.2 We enter into liquidation, administration or a receiver or administrator or receiver appointed over Our assets;

8.1.3 We are unable to perform the Services due to an event outside of Our control (as defined in Clause 11.2.4); or

8.1.4 We wish to terminate the Contract to Your material disadvantage.

8.2 Once We have been notified in writing that You have not been fully and completely paid for the Services, We may cancel the Services at any time by giving You <<insert period, e.g. 30 calendar days>> notice. If in that case You have made any payment to Us, We will refund such payment to You within <<insert time period>>] and You must make any payment to Us for the Services.

8.3 If any of the following conditions occur, We may immediately by giving You notice in writing, cancel the Services and the Contract in that case You have made any payment to Us, such payment will be refunded to You within <<insert period>>. If in that case You have not made any payment to Us for the Services, We will not be liable to make any payment to You. In the case of 8.3.2 - 8.3.4, the Services have been fully and completely performed in accordance with the Contract and payment is as a result of a breach of the Contract under Clause 7 but You have not made payment in accordance with Clause 7. You must make payment in accordance with Clause 7. You must give notice to give <<insert period, e.g. 30 calendar days>> notice in writing

8.3.1 You fail to make any payment to Us as required under Clause 7 (this includes any interest on overdue sums under sub-Clause 7.2); or

8.3.2 You have breached the Contract in any material way and have failed to provide any remedy that is acceptable to You in writing; or

8.3.3 We are unable to perform the Services due to an event outside of Our control (for a definition of 'control' see sub-Clause 11.2.4).

8.4 For the purposes of sub-Clauses 8.1.1 and 8.3.2) a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the Contracting Party (i.e. You under sub-Clause 11.2.2). In deciding whether or not a breach is material, You must consider whether it was caused by any

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cancel the Services and the Contract in that case You have made any payment to Us, such payment will be refunded to You within <<insert time period>>. If in that case You have not made any payment to Us for the Services, We will not be liable to make any payment to You. In the case of 8.1.2 - 8.1.4, the Services have been fully and completely performed in accordance with the Contract and payment is as a result of a breach of the Contract under Clause 7 but You have not made payment in accordance with Clause 7. You must make payment in accordance with Clause 7. You must give notice to give <<insert period, e.g. 30 calendar days>> notice in writing

any material way and have failed to provide any remedy that is acceptable to You in writing; or

administrator or receiver appointed over Our assets;

due to an event outside of Our control (as defined in Clause 11.2.4); or

the Contract to Your material disadvantage.

but the Services have not yet been fully and completely performed in accordance with the Contract, We may cancel the Services at any time by giving You <<insert period, e.g. 30 calendar days>> notice. If in that case You have made any payment to Us, We will refund such payment to You within <<insert time period>>] and You must make any payment to Us for the Services.

cancel the Services and the Contract in that case You have made any payment to Us, such payment will be refunded to You within <<insert period>>. If in that case You have not made any payment to Us for the Services, We will not be liable to make any payment to You. In the case of 8.3.2 - 8.3.4, the Services have been fully and completely performed in accordance with the Contract and payment is as a result of a breach of the Contract under Clause 7 but You have not made payment in accordance with Clause 7. You must make payment in accordance with Clause 7. You must give notice to give <<insert period, e.g. 30 calendar days>> notice in writing

as required under Clause 7 (this includes any interest on overdue sums under sub-Clause 7.2); or

any material way and have failed to provide any remedy that is acceptable to You in writing; or

due to an event outside of Our control (for a definition of 'control' see sub-Clause 11.2.4).

particular, sub-Clauses 8.1.1 and 8.3.2) a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the Contracting Party (i.e. You under sub-Clause 11.2.2). In deciding whether or not a breach is material, You must consider whether it was caused by any

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accident, mishap, m...ng.

9. Our Liability

9.1 In view of Clause... responsibility or liab... of, Y... or destruction of, Y... invalidation of any... equipment, either:

9.1.1 prior to Our... dia or other equipment; or

9.1.2 in the cours... destruction, Services in a... Services where such damage, n arises from Our performing the gations under Clause 3 above.

9.2 We will be respon... suffer as a result of... of Our negligence... consequence of Ou... Us when the Contr... damage that is not f...

9.3 We provide the Se... purposes). We ma... for commercial, bus... any kind (including... loss of business, opportunity.

9.4 If We are providing... damage whilst there... You.

9.5 Nothing in these Te... for death or person... employees, agent... misrepresentation.

9.6 Furthermore, nothin... Our liability for the f...

9.6.1 Breach of te... relating to... samples, O... negligence, fair terms of... 40, 41, 49, Consumer R...

9.6.2 Breach of ar... of the Regulations; and

9.6.3 Our liability... Protection A... ducts as set out in the Consumer

10. Confidentiality

10.1 While the Contract... <<date>>] after it t... Confidential Inform... Receiving Party') m... of <<insert period>> starting on... any reason] the Party disclosing... Party') to the other Party ('the... g obligations.

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- 10.2 Subject to sub-Clause 10.2.1, the Receiving Party:
 - 10.2.1 must not use the Information for any purpose other than the performance of the Contract;
 - 10.2.2 must not disclose the Information to any person except the Disclosing Party; and
 - 10.2.3 shall make the Information Confidential.
 - 10.3 The obligations under Clause 10.2 shall not apply to any Confidential Information that:
 - 10.3.1 is in the public domain, or has become so, before its receipt by the Receiving Party;
 - 10.3.2 is or becomes so on a non-confidential basis through no fault of the Receiving Party;
 - 10.3.3 is required to be disclosed by applicable law or regulation; or
 - 10.3.4 is received in good faith by the Receiving Party from a third party who, to the best of the Receiving Party's knowledge, claims to have no obligation to the Disclosing Party in respect of it and who is not under any obligation to disclose it upon the Receiving Party.
 - 10.4 Without prejudice to the remedies the Disclosing Party may have, the Receiving Party agrees that if the Receiving Party breaches this Clause 10.2, it shall, without proof of special damage, be entitled to such remedies as may be threatened or actually suffered, in addition to any damages or other remedies to which it may be entitled.
 - 10.5 Without prejudice to the remedies We may have, where there is any Data or other Information which We have received from You and: it is clear that,
 - 10.5.1 the Data or other Information has been lost, destroyed, corrupted, or otherwise rendered unusable; OR
 - 10.5.2 We have a legal obligation to disclose it (or any copies of it) to, and cooperate as requested by, a government authority, a law enforcement authority, a court of law, or a regulatory authority (or its representatives) whose actions are necessary for the protection of Intellectual Property rights or other material on which We have a legal right to protect Our legal position it is necessary for Us to disclose it; AND
 then We shall be entitled to such remedies as may be threatened or actually suffered, in addition to any damages or other remedies to which We may be entitled.
 - 10.6 After the Contract ends, the obligations of the Parties 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 of such failure or delay is beyond Our reasonable control. Such causes include, but are not limited to: power failure, telecommunications provider failure, industrial action, civil unrest, fire, explosion, earthquakes, subsidence, acts of

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terrorism, acts of war, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

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:

11.1 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;

11.2.1 We will inform You as soon as reasonably possible;

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

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

11.2.3 We will inform You of the event over and provide You with the Services as soon as possible;

11.2.3 We will inform You of the event outside of Our reasonable control is beyond Our reasonable control as soon as possible, new dates, times or availability of the Services as soon as possible;

11.2.4 If the event described in 11.1 <<insert period of time>> continues, We reserve the right to cancel the Contract. You will be paid the amount of the Contract that will be paid to You under the Contract;

11.2.4 If the event described in 11.1 outside of Our reasonable control continues for more than <<insert period of time>> the Contract in accordance with Our Terms and Conditions 8.3.3 and inform You of the event as a result of that cancellation as soon as possible; and

11.2.5 If an event described in 11.1 occurs, You may cancel the Contract. Cancel under 11.2.5 will be paid to You under the Contract;

11.2.5 If an event described in 11.1 outside of Our reasonable control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to cancel under 11.2.5.

12. Communication and Contact

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12.1 If You wish to contact Us by telephone at <<insert telephone number>>

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

12.2 In certain circumstances described in the Clauses throughout the Contract, in writing You may use the following contact information:

12.2 In certain circumstances described in the Clauses throughout the Contract, in writing (as stated in various Clauses throughout the Contract and Conditions) You may use the following contact information:

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

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

12.2.2 Contact Us by telephone at <<insert telephone number>>.

12.2.2 Contact Us by telephone at <<insert telephone number>>, <<insert company name>>, <<insert telephone number>>.

12.3 In certain circumstances described in the Clauses throughout the Contract, in writing We may use the following contact information:

12.3 In certain circumstances described in the Clauses throughout the Contract, in writing (as stated in various Clauses throughout the Contract and Conditions) We may use the following contact information:

12.3.1 Contact You by email at <<insert email address>> or by telephone at <<insert telephone number>> in the Order;

12.3.1 Contact You by email at <<insert email address>> or by telephone at <<insert telephone number>> in the Order;

12.3.2 Contact You by telephone at <<insert telephone number>> in the Order.

12.3.2 Contact You by telephone at <<insert telephone number>> or by postal address You have given Us in the Order.

13. Other Important Terms

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13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under applicable law) to a third party. (This may happen, for example, if we are sold or merged.) If this occurs You will be informed by Us in writing and Your obligations under these Terms and Conditions will not be affected and You will be bound by them.

13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under applicable law) to a third party. (This may happen, for example, if we are sold or merged.) If this occurs You will be informed by Us in writing and Your obligations under these Terms and Conditions will not be affected and You will be bound by them.

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

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

13.3 The Contract is between Us and You and is not intended to benefit any other person.

13.3 The Contract is between Us and You and is not intended to benefit any other person.

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person or third party will be entitled to enforce any provisions of these Terms and Conditions.

person or party will be entitled to enforce any provisions 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 nevertheless remain valid and enforceable in all other respects.

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 nevertheless remain valid and enforceable in all other respects.

13.5 No failure or delay in exercising any rights under these Terms and Conditions means that We will not be bound by any other provision.

No failure or delay in exercising any rights under these Terms and Conditions means that We will not be bound by any other provision.

14. Governing Law and Jurisdiction

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

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

14.2 As a consumer, you acknowledge that your country of residence does not reduce your rights under the law of your country of residence.

As a consumer, you acknowledge that your country of residence does not reduce your rights under the law of your country of residence.

14.3 Any dispute, controversy or claim (whether contractual or otherwise) shall be referred to the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Any dispute, controversy or claim (whether contractual or otherwise) shall be referred to the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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Description of information

- 1. The main characteristics of the Services;
- 2. Our identity and address (email and contact details (set out in Clause 1.1 of the Terms and Conditions));
- 3. The total price for the Services, including any taxes [or, if the nature of the Services is such that the price or such charges 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;
- 5. Where applicable, Our commercial guarantees;
- 6. A reminder that We are not providing any Services that are in conformity with the Contract;
- 7. Where applicable, details of any commercial guarantees;
- 8. The duration of the Contract, whether it is of indeterminate duration or is to be extended automatically, and the conditions for terminating the Contract;

**2.3
Basis of the Regulations**

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9. Where applicable, the measures, of digital content and

applicable technical protection [erted] data that We supply to You;

10. Where applicable, any relevant software that We are aware

digital content with hardware and expected to have been aware of.

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notice]].

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