

Terms and Conditions of Service.

Data Clinic Ltd., will determine the possibility of recovering data on your media and retrieve and/or provide access to your recovered data under the following conditions of service:

You represent to Data Clinic Ltd., that you are in lawful possession of any data, media and/or equipment that you have made available to Data Clinic Ltd., and that you have a lawful purpose to request Data Clinic Ltd services.

You represent to Data Clinic Ltd., that this media/data is not involved or potentially involved in litigation or criminal proceedings.

You understand that no services are performed and no charges are incurred without your consent. That the media, data and equipment you are making available to Data Clinic Ltd., is already damaged, that data recovery efforts can result in further damage, that your media and/or equipment warranties may become void and that Data Clinic Ltd., is not responsible for this or any other type of damage.

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.

For specific engagements you will be advised in writing of a diagnosis service fee and for which payment is needed in advance.

Unless otherwise agreed in writing you will be charged a Data Recovery Fee for the services provided by the Data Clinic Ltd.

A separate charge will be made for the return media you have specified. The Data Clinic does not guarantee or pass on any warranty for this media.

In the event Data Clinic Ltd., undertakes to arrange a courier service you agree that the Data Clinic Ltd., will only accept responsibility for the actual cost of the equipment should this equipment be lost or stolen. Data Clinic Ltd., accept no liability for the consequences of such loss or any value or perceived value of the equipment or information stored on the equipment.

If at any stage you decide not to proceed with our services then you accept liability for a cancellation fee of 50 % of the accepted charges plus return shipping and VAT.

In making your recovered data available to you, you agree that you are satisfied with the Data Clinic Ltd., services and that a fee is payable for these services.

Data clinic Ltd., complies with the Data Protection Act and will keep all data retrieved from your media confidential.

Data Clinic Ltd., will retain a copy of your recovered data for a period of fourteen days. During this period Data Clinic Ltd and/or its representatives will answer queries about the recovered data and, if required, provide further copies.

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

Data Clinic Ltd., does not warrant or guarantee that any equipment returned to you is serviceable and is not liable for its use or any consequences of its use thereafter.

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

After the completion of our services you must arrange for the return of your goods within 28 days. Subsequently you will be notified of administration and management charges for the retention and disposal of your goods.

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

Data Clinic Ltd., is not liable for any failure or delay in the performance of its services as a consequence of events beyond its reasonable control or that materially affect its performance, that could not reasonably have been foreseen or provided against. Such events include a pandemic and Covid. The Company as a consequence of such will be under no obligation to continue to provide its services and in all events all costs will fall where they lie at that time.

All customers must comply with the latest government Corona Virus health and safety directives when using the Data Clinic Ltd services.