



1. Services

1.1 Birmingham Data Recovery agrees to provide the Services to the Customer in accordance with these Terms and Conditions and any special conditions agreed between the parties.

1.2 In carrying out the Services Birmingham Data Recovery undertakes to the Customer that it shall use its reasonable endeavours to undertake the Services in accordance with good technical practice and within the time period agreed between the parties although time is not of the essence and that at all times Birmingham Data Recovery will exercise reasonable skill and care.

1.3 All materials and items of equipment which are to be supplied by the Customer for the purpose of the Services shall be delivered, assembled, maintained, dismantled and collected at the Customer's cost and in accordance with the requirements of the Birmingham Data Recovery staff responsible for the Services. The Customer agrees that the Service may require that equipment is dismantled such that it cannot be re-assembled again and that all equipment and other accessories (except those owned and provided by the Customer) and all materials obtained by Birmingham Data Recovery and/or used for the purposes of the Services shall remain the property of Birmingham Data Recovery.

2. Confidentiality

Birmingham Data Recovery agrees not to disclose any information or data files supplied with, stored on, or recovered from client equipment except to employees of Birmingham Data Recovery subject to confidentiality agreements or as required by law, without the consent of the client.

3. Client Management

Each project will be assigned an overall Account Manager, who will be your main point of contact regarding the project and he/she will deal with all your day-to-day development queries.

Birmingham Data Recovery implements a project management system. At any stage, the client can request a status report.

4. Payment Terms

4.1 The price of the service shall be as quoted in the cost estimate attached hereto (the proposal). The client will need to add VAT at the current rate to any quotation given by Birmingham Data Recovery. If a business is located outside the UK and has a valid Vat number then we can complete the recovery vat free.

4.2 Any additional service fees that may fall due shall be agreed as the need arises.

4.3 Unless otherwise stated on the invoice, all invoices are due for payment within 7 working days of the completed work date. Any recovery jobs or disk return's not paid in full within 7 working days of the completed work date will result in Birmingham Data Recovery either disposing of the media or going through the small claim courts to recover any outstanding payments. All data and media at this point will become the property of Birmingham Data Recovery if there is a non-payment by the client. No settlement discount is allowed.

4.4 Birmingham Data Recovery reserve the right to charge interest on any overdue and undisputed amounts at the rate of 5% per month above the base rate from of Bank of England from the due date until the date of payment, without further notice.

5. Performance

5.1 Birmingham Data Recovery agrees to return all recovered data on suitable media or by a download service if data is below 20gb. Example of suitable media is an external hard drive.

5.2 The client agrees to inspect or to procure to inspect the goods delivered at the earliest opportunity after delivery or attempted delivery and in any event within five calendar days of delivery or attempted delivery. Any claims for shortfall in delivery of goods, or claims that the services completed by Birmingham Data Recovery do not comply must be notified in writing within five calendar days of delivery. Claims made outside of this time period may only be resolved at the discretion of Birmingham Data Recovery.

5.3 Birmingham Data Recovery will retain a copy of your recovered data for a period of five working days from the date of dispatch. During this period Birmingham Data Recovery will answer any queries concerning the recovered data and, if required. On occasions, with the client's consent Birmingham Data Recovery may retain a copy of your recovered data and/or digital image beyond this point. In circumstances such as these Birmingham Data Recovery reserves the right to charge a fee for duplicate copies of data, data storage, management and security.

5.4 Any property left with Birmingham Data Recovery unclaimed for 20 days, will be disposed or recycled. At which time, Birmingham Data Recovery shall have no liability to the client or any third party.

6 Delivery

6.1 Successful Recovery Job's - All data recovered by Birmingham Data Recovery is returned to the client via a traceable service. Birmingham Data Recovery will pay for delivery of recovered data usually on a Next Day service in UK & Ireland. If outside UK & Ireland the client will have to pay the costs of delivery.

6.3 Birmingham Data Recovery holds no responsibility for delays caused as a result of the postal network. In these circumstances no compensation will be given for loss of profits, inconvenience etc unless previously agreed by Birmingham Data Recovery.

7. Force Majeure

Neither party shall be liable for any delay in performance caused by circumstances beyond its reasonable control and the party in delay shall be entitled to a reasonable extension of time for performance.

8. Indemnity

The Client agrees to indemnify and keep indemnified and hold Birmingham Data Recovery , its owners, managers and controlling persons and/or any of Birmingham Data Recovery 's associated or affiliated companies harmless from and against any claim brought against the client by a third party resulting from the provision of services by Birmingham Data Recovery to the Client and/or any of the clients associated or affiliated companies, in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by the client and/or any of the clients associated or affiliated companies in consequence of Birmingham Data Recovery 's breach or non-observance of these terms and conditions of business and/or of any warranties including, without limitation, the infringement of any third party intellectual property rights. Birmingham Data Recovery agrees to indemnify and keep indemnified and hold the client, its managers, and controlling persons and/or any of the Client's associated or affiliated companies harmless from and against any claim brought against Birmingham Data Recovery by a third party resulting from the provision of services by Birmingham Data Recovery to the client and/or any of the client's associated or affiliated companies, in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by Birmingham Data Recovery and/or any of the clients associated or affiliated companies in consequence of Birmingham Data Recovery 's breach or non-observance of these terms and conditions of business and/or of any warranties including, without limitation, the infringement of any third party intellectual property rights.

9. Warranties

Birmingham Data Recovery warrants that it has the necessary skills and expertise to enter into this agreement, and that it has the experience to perform its obligation with all due skill and care.

Birmingham Data Recovery warrants that the provision of the services and/or any products by it hereunder to the client shall not infringe any third party intellectual property rights and shall comply with all relevant laws, regulations, codes and guidelines.

10. Trademarks

10.1 The trademarks and logos (the Trademarks) used and displayed on this Site are registered and unregistered trademarks of Birmingham Data Recovery and others and may not be used in any advertising or other publicity materials in relation to the distribution of any information or materials obtained from this Site without the prior written consent of the Trademark owner.

11. Limited Liability

Birmingham Data Recovery liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.

Client and (Birmingham Data Recovery agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Birmingham Data Recovery option, either

- (a)** Additional attempts by Birmingham Data Recovery to recover satisfactory data or
- (b)** A refund of the amount paid to the client.

Client is aware of the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of Birmingham Data Recovery, and assumes any and all known risks of injury and property damage that may result.

12. Law

The contract between the Birmingham Data Recovery and client shall be governed and constructed according to Northern Ireland law and both parties submit to the exclusive jurisdiction of the Northern Ireland Courts.