

Terms of Business

1. General

- 1.1. DiskEng will perform diagnosis on the supplied media or equipment, on acceptance of the Stage1 quotation offered in respect of the media or equipment received for the purpose of data recovery by the client.
- 1.2. DiskEng will perform data recovery on the media or equipment in accordance to the conditions specified in the Stage2 report and quotation, on approval of the report and quotation offered by DiskEng in respect of the required data recovery work by the client.
- 1.3. DiskEng will perform Standard services during the hours of 9am to 6pm, local time, Monday to Friday.
- 1.4. DiskEng will perform Express services during the hours of 9am to 9pm, local time, Monday to Friday.
- 1.5. DiskEng will perform Emergency services during normal and out of normal hours, day or night, Monday to Friday, including Weekends and Public Holidays.

2. Quotation and Contract

- 2.1. DiskEng will perform its services only under its formal offer of a quotation and on acceptance by the client in writing of this quotation within the specified time limits.
- 2.2. DiskEng reserves the right to alter any quotation if deemed to have expired the 30days duration for all and any subsequent quotations.
- 2.3. DiskEng reserves the right to alter any quotation deemed to be inaccurate or outside the scope of any work initially quoted.
- 2.4. DiskEng reserves the right to cancel any offer or contract without liability to the client at any time if DiskEng is aware that the work to be carried out infringes any relevant laws or regulations. The client will be responsible and will indemnify DiskEng of any loss or damages that DiskEng incurs as a result.
- 2.5. DiskEng reserves the right to charge and refuse any refund to any cancellations made after the client written approval of any quotation offered.

3. Warranty and Services

- 3.1. DiskEng will endeavor to perform the services quoted within the specified timescales, subject to the client obligations of any relevant payments in accordance to the offered quotation of service.
- 3.2. Due to the nature of data recovery work, DiskEng makes no guarantees that any data can be recovered in part or in whole or that any data recovered will be complete or of any use, unless specified in writing.
- 3.3. Due to the nature of data recovery work, DiskEng cannot guarantee that any goods received from the client will not suffer any further damage during the diagnosis and or data recovery process.
- 3.4. DiskEng will deemed to have carried out its services successfully satisfying its terms of business if no written complaint is received by the client within 7 days of completion of the relevant service.
- 3.5. Goods and services provided to the client remain the property of DiskEng until cleared payments received, satisfying outstanding Invoices.
- 3.6. Any media or equipment supplied by DiskEng shall be covered by the remaining warranty provided by the original manufacturer.
- 3.7. DiskEng reserves the right to destroy any media or equipment after 30days of the completion of any work and if no written instructions have been received from the client for its return within this period.
- 3.8. DiskEng shall not be required to notify the client if it is deemed necessary to break any existing manufacturer warranty seals for the purpose of the diagnosis or data recovery work.
- 3.9. The client agrees and gives permission to break any manufacturer warranty seals on the media or equipment if it is deemed necessary for the purpose of the diagnosis or data recovery work.

4. Payment

- 4.1. DiskEng will perform its services only on cleared funds.
- 4.2. DiskEng reserves the right to delay or stop any work at any time until cleared funds have been received in respect of the current data recovery work.
- 4.3. All quotations are valid for 30days and are subject to change thereafter.
- 4.4. DiskEng reserves the right to decline application for credit without giving any reason.
- 4.5. All quotations are subject to VAT and will be charged at the prevailing rate.
- 4.6. DiskEng reserves the right to charge the client for any additional media required to perform the diagnosis.

5. Liability

- 5.1. DiskEng shall not be liable for any loss of profits or business or expected earnings.
- 5.2. The total Liability of DiskEng under this contract including liability arising from the negligence or breach of duty by DiskEng and its employees is limited to a sum equivalent to the sum paid to DiskEng by the client under these terms in respect of the current data recovery work required.
- 5.3. DiskEng will not be liable for any delays caused by the performance of any suppliers or third party agents in respect of the current service.
- 5.4. DiskEng shall not be liable for any claims regarding the physical functioning of the client media or equipment during or after any services carried out.
- 5.5. DiskEng shall not be liable for any delays or failure to perform its obligations, where this is due to circumstances outside its control, not limited and includes war, power cut, accidents, terrorism or criminal acts.
- 5.6. DiskEng shall not be responsible for any claims of warranty on any media or equipment sent to DiskEng for its services.
- 5.7. DiskEng offers and the client accepts any work under these terms only and shall be governed in accordance with the laws of England and Wales.

6. Risk and Carriage

- 6.1. DiskEng shall not be responsible for any damages to media or equipment, during transportation to and from its premises.
- 6.2. DiskEng shall not be responsible for the cost of carriage of the client media or equipment to and from DiskEng unless expressly stated in the quotation offered.
- 6.3. DiskEng at its discretion may charge return carriage at prevailing rates for UK and International deliveries.
- 6.4. DiskEng at its discretion may make additional handling charges for return of any non-standard media or equipment.
- 6.5. DiskEng shall not be responsible for pursuing any insurance claims in the event of any damage or loss of any media or equipment.

7. Confidentiality

- 7.1. DiskEng will keep confidential the client's personal data, technical data and protect as it would protect its own confidential information.
- 7.2. DiskEng will not disclose confidential information to any third party except as required by law.
- 7.3. DiskEng will use appropriate technical and organisational measures to protect and prevent unauthorized use of personal and technical data both during the diagnosis and or data recovery work.
- 7.4. Any confidential information disclosed by the client during the diagnosis and or data recovery work, under these terms of business agreement will remain the owner's sole property.
- 7.5. DiskEng will when necessary securely transport the client's media to either of its offices for the purpose of diagnosis and or data recovery.