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Data Solutions UK Ltd

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Data Recovery - Shipping form &  
Terms and Conditions

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**SHIPPING FROM ADDRESS**

<b>NAME</b>	<b>ADDRESS</b>
<b>E MAIL</b>	
<b>FAX</b>	
<b>TEL No</b>	
<b>MOBILE</b>	<b>POSTCODE</b>

**BILLING ADDRESS (IF DIFFERENT TO THE ONE ABOVE)**

<b>NAME</b>	
<b>E MAIL</b>	
<b>FAX</b>	
<b>TEL No</b>	
<b>MOBILE</b>	

**PLEASE DESCRIBE YOUR DATA LOSS PROBLEM**

Please include **ANY** details that may be relevant to the loss situation, doing so will help us to effectively diagnose the fault and will speed up the entire recovery process. Please include details of events leading to the failure, any unusual noises observed, or any physical impacts that may have caused the problem.



**PLEASE PROVIDE US WITH ANY SPECIFIC DATA RETRIEVAL REQUIREMENTS**

In most cases Data Solutions UK Ltd are able to recover 100% of your required data, however, should there be specific files or folders with priority please list these below.

**SENDING US YOUR MEDIA:**

Please note, if you have asked for us to arrange a collection on your behalf, it is not necessary for you to use the form below, however, if you would like to send your media directly to us please use the cut-out address label below. Please ensure the device is well wrapped in either bubble wrap or tissue paper and put into a jiffy bag. Make sure you package the card in a sturdy mailer, mark it as containing Electronic Media - DO NOT EXPOSE TO MAGNETIC FIELDS. Then, send it by UPS, FedEx, Airborne, or any shipping method that allows the package to be tracked.

**Data Solutions UK Limited**  
**Ref: DSUK/ \_\_\_\_\_**  
**Royds Mill**  
**Windsor Street**  
**Sheffield**  
**S4 7WB**  
**UK**



**Terms and Conditions**

**The Engagement**

Customer engages Data Solutions UK Ltd. ("Data Solutions UK Ltd") and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimise the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

**Confidentiality**

Data Solutions UK Ltd will use any information contained in the data, media and/or equipment provided to Data Solutions UK Ltd by Customer ("Customer Information") only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer Information in the strictest confidence. Any Confidential Information disclosed by Customer under this agreement will remain the owner's sole property, and Data Solutions UK Ltd shall employ reasonable measures to prevent the unauthorised use of Customer Information, which measures shall not be less than those measures employed by Data Solutions UK Ltd in protecting its own confidential information. Data Solutions UK Ltd will not disclose Confidential Information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to Data Solutions UK Ltd) and not to any other party except as required by law. Data Solutions UK Ltd will employ appropriate technical and organisational measures to safeguard any Customer Information, including personal data, and will act only on the instruction of the Customer with respect to such information.

**Payment**

Customer agrees to pay Data Solutions UK Ltd all sums authorised from time to time by Customer, which will typically include charges for Data Solutions UK Ltd services,, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement. Unless otherwise agreed to in advance by Data Solutions UK Ltd, all such sums are due and payable in advance.

**Consent**

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorisation if followed by written confirmation by Data Solutions UK Ltd at the earliest possible opportunity, and/or facsimile.

**Acknowledgment of Existing Conditions**

Customer acknowledges that the equipment/data/media may be damaged prior to Data Solutions UK Ltd receipt, and Customer further acknowledges that the efforts of Data Solutions UK Ltd to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. Data Solutions UK Ltd regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during Data Solutions UK Ltd efforts to complete the Engagement. **All previously opened hard drives that arrive in the Data Solutions UK Ltd labs are subject to a diagnostic charge of £75.**

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES. DATA SOLUTIONS UK LTD, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND DATA SOLUTIONS UK LTD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

**Limitation of Liability; Limitation of Damages**

In no event will Data Solutions UK Ltd be liable for any indirect damages whatsoever. The total liability of Data Solutions UK Ltd to Customer under this Agreement shall in no event exceed the total sums paid by Customer to Data Solutions UK Ltd.

**Customer's Representation and Indemnification**

Customer warrants to Data Solutions UK Ltd that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Data Solutions UK Ltd, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold Data Solutions UK Ltd harmless against any damages or expenses that may occur (including reasonable legal fees), and pay any cost, damages, or legal fees awarded against Data Solutions UK Ltd resulting from Customer's breach of this section.

**Miscellaneous**

The parties agree that this Agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. The parties agree that if any provision of this Agreement is held unenforceable, the validity of the remaining portions or provisions of the Agreement shall not be affected. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorised representative of each party. Facsimile/scanned signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose.

Signed Customer..... | Print Name.....

**Data Solutions UK Ltd.** Registered in England and Wales. No. 6247283. Registered office: Royds Mills, Windsor Street, Sheffield S4 7WB  
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