



DATA RECOVERY EXPRESS
When you need it done right the first time!

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CLIENT WORK REQUEST FORM

PLEASE READ AND FILL IN CAREFULLY - PRINT CLEARLY - PROVIDING AS MUCH INFORMATION AS POSSIBLE, INCOMPLETE OR INCORRECT DETAILS WILL CAUSE DELAYS IN PROCESSING

Client/Business Name:

Date:/...../.....

Job Reference:

Technician:

FOR OFFICE USE ONLY

Contact Details (please print clearly and ensure that all fields are filled in and all information is correct):

Address:

Suburb: **Email Address:**

Phone No (1) : **Phone No (2):**

Hardware/Item Description (please list all items that have been sent or dropped off i.e. PC, cables, CDs):

.....
.....

Job Type (please tick appropriate categories):

INSPECTION

QUOTATION

DATA RECOVERY

DATA MIGRATION

DATA CLEANING

Fault/Job Description (please specify all issues, symptoms and any previous repair/recovery attempts):

.....
.....
.....

Folders and/or Files that Require Backup/Migration OR Recovery (specify in order of importance):

.....
.....
.....

Passwords (for hardware/software - if applicable): User ID: **Password:**

Job Priority (please tick appropriate category below – jobs are processed strictly based upon priority)

Note: Whilst all jobs are progressed as fast as possible, jobs marked as "PRIORITY" are expedited for same day inspection and maximum turnaround.

STANDARD

*PRIORITY

(NORMAL TURNAROUND – APPROX. 4-8 WORKING DAYS)

(EXPEDITED SERVICE FOR TIME SENSITIVE JOBS - *\$150 ex GST SURCHARGE)

Terms of Job Commencement/Completion:

- The speed at which jobs are completed may be affected by the availability of specialised hardware/parts and hardware constraints.
- Some diagnostic work may attract a half hour to an hour service fee dependent upon work involved.** This includes any disassembly and/or reassembly of laptops, workstations, servers and external drive cases. Diagnostic/service fees will be waived if customer chooses to proceed with quoted work.
- Priority and any authorised exploratory surcharges are not discountable and are payable regardless of work carried out.**
- Quotations are best estimates however in the unlikely case where there is a significant variation/change clients will be notified before work is progressed.
- Customers will be contacted to get final authorisation before we proceed with any major work.
- Payment for services provided by DRE must be received in full prior to or at the time of pickup/return of goods.** The pickup of goods is by prior arrangement only and customers will be notified as soon as items are ready for pickup.
- A nominal surcharge applies to Credit Card transactions.**
- For jobs that have been completed or closed, goods will be held on premises for a period of 14 days and then disposed of unless otherwise agreed. DRE is not responsible for any uncollected items left on premises after this period.
- In signing the Release Authorisation below you agree to DRE's Terms and Conditions (see back of document).

Authorisation to Release Goods:

Receipt of Goods:

Signed:

Signed:

Name Printed:

Name Printed:

Dated: / /

Dated: / /

DATA RECOVERY EXPRESS Terms & Conditions:

Definitions

In these conditions: 1. "break-fix" means the work done by DATA RECOVERY EXPRESS to fix an immediate computer problem or fault and does not include user training; 2. "Conditions" means these Terms and Conditions; 3. "Customer" and "Client" mean the Customer, and may be a person, firm or corporation, jointly and severally if there is more than one, or an agent thereof, acquiring Goods or Services from DATA RECOVERY EXPRESS; 4. "Goods" means goods supplied by DATA RECOVERY EXPRESS to the Customer; 5. "Services" means the services supplied by DATA RECOVERY EXPRESS to the Customer;

Credit Terms: Unless otherwise agreed, credit terms are strictly pay on completion of work or 7 days for customers that have an established account. In signing this document the Customer agrees to pay all costs associated with the Goods and Services provided by DATA RECOVERY EXPRESS. DATA RECOVERY EXPRESS reserves the right to take legal action to recover debt. DATA RECOVERY EXPRESS reserves the right to withhold hardware/software/data until invoices are paid in full. All goods remain the property of DATA RECOVERY EXPRESS until paid for in full. The customer has 7 (seven) days from date of receipt of an invoice to query invoice or timesheet. The customer abrogates and forfeits any right of reply after this time and accepts full responsibility for ongoing costs incurred in the recovery of outstanding debts. DATA RECOVERY EXPRESS reserves the right to list individuals and businesses that default on payment with credit institutions and make these and other details public at any future date.

Payment Default: If the Customer defaults in payment by the due date of any amount payable to DATA RECOVERY EXPRESS, or if any cheques drawn by the Customer is dishonoured, or if Direct Debit payment is dishonoured after two attempts are made (as per the Direct Debit Service Agreement), then without the requirement of any notice to the Customer, DATA RECOVERY EXPRESS may, without prejudice to any other remedy available to it:- 1. Charge the Customer for interest on any sum due at the prevailing rate pursuant to relevant legislation for the period from the due date until the date of payment in full. 2. Charge the Customer for all expenses and costs (including legal costs on a solicitor/own client basis and any administrative costs, fees, charges or damages) incurred by it resulting from the default and in taking whatever action it deems appropriate to recover any sum due. 3. Require all money which would become payable by the Customer to DATA RECOVERY EXPRESS at a later date on any account, to become immediately due and payable. 4. Cease or suspend for such period as DATA RECOVERY EXPRESS thinks fit, supply of any further Goods or Services to you, including the ongoing service/work and warranties, to the Customer. 5. By notice in writing to the Customer, terminate all contracts and agreements with the Customer so far as unperformed by DATA RECOVERY EXPRESS. 6. Without effect on the accrued rights of DATA RECOVERY EXPRESS under this contract.

Clauses 3, 4 and 5 of the above may also be relied upon, at the option of DATA RECOVERY EXPRESS - 1. Where the Customer breaches a term of this contract and is not remedied within 7 days of breach. 2. Where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally. 3. Where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

Interest: DATA RECOVERY EXPRESS reserves the right to charge interest, pursuant to relevant legislation, on all overdue accounts (including fees and disbursements) at a rate of twenty percent (20%) compounded daily along with an administration fee for re-issuance of invoices. Overdue accounts are deemed to be those accounts that remain unpaid after seven days from the date of invoice for services or products provided by DATA RECOVERY EXPRESS.

Passing of Property: Until full payment in cleared funds is received by DATA RECOVERY EXPRESS for all Goods supplied by it to the Customer, as well as all other amounts owing to DATA RECOVERY EXPRESS by the Customer:- 1. Title and property in all Goods remain vested in DATA RECOVERY EXPRESS and do not pass to the Customer. 2. The Customer must hold the Goods as fiduciary bailee and agent for DATA RECOVERY EXPRESS. 3. The Customer must keep the Goods separate from its goods and maintain the labelling and packaging of the Goods. 4. The Customer is required to hold the proceeds of any sale of the Goods on trust for DATA RECOVERY EXPRESS in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee. 5. DATA RECOVERY EXPRESS may without notice, enter any premises where it suspects the Goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of DATA RECOVERY EXPRESS, and for this purpose the Customer irrevocably licences DATA RECOVERY EXPRESS to enter such premises and also indemnifies DATA RECOVERY EXPRESS from and against all costs, claims, demands or actions by any party arising from such action.

Risk and Insurance: The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to the Customer immediately upon delivery of the Goods to the premises nominated by the Customer.

Charges and Payment 1. All DATA RECOVERY EXPRESS service is charged in half hour units, except where otherwise indicated. Any part thereof is treated as a full half hour. 2. Service calls are applied at rates dependent on the type of service requested by the customer. Note that service call fees associated with any other additional on site visits will apply for each visit and will be charged accordingly. 3. Where there is any change in the costs incurred by DATA RECOVERY EXPRESS in relation to the Goods or Services, DATA RECOVERY EXPRESS may vary its price for Goods or Services on order to take account of any such change, without giving notice to the Customer.

Support: Software will be supported either under an Hourly Basis, Maintenance Support Agreement or on a Per Issue basis.

Cancellations by Client: If any job is cancelled by the client after commencement, DATA RECOVERY EXPRESS will charge for all hours up to that point in time. DATA RECOVERY EXPRESS reserves the right to sign off on any invoice where work is deemed to have been progressed and the Client is unable or unwilling to sign off on work completed to that point. If the Customer gives less than 2 hours notice to DATA RECOVERY EXPRESS to cancel any booking or service, then DATA RECOVERY EXPRESS may charge a cancellation fee of at least \$55 for the loss and damage caused or the full quoted call out fee or service, whichever is greater.

Cancellations by DATA RECOVERY EXPRESS: DATA RECOVERY EXPRESS reserves the right to terminate any previously agreed work without prior notice. DATA RECOVERY EXPRESS will charge on a pro-rata basis for any work completed.

Warranty: 1. All new equipment supplied comes with the standard return to base manufacturer's warranty 2. Any repairs to equipment attract a 30 day limited warranty to the actual components repaired. 3. Warranty claims found to be software and/or configuration error and/or caused by the user will attract a labour charge. 4. Any warranty repairs carried out at the discretion of the Technical Manager will be completed at a time and date during normal business hours. 5. Any warranty repairs completed are done to the satisfaction of the Technical Manager. The Manager's decision is final and binding. 6. DATA RECOVERY EXPRESS is not responsible for loss of data; recovery of data; the making of backups; or for consequential loss/damage outside the control of DATA RECOVERY EXPRESS. 7. Unless specifically mentioned in the initial invoice the warranty period from date of invoice is; 30 days. 8. Any on-site warranty offered is only available during normal business hours which are 9 am to 5 pm weekdays. The time and date of the DATA RECOVERY EXPRESS technician's attendance on-site is at the discretion of the Technical Manager but is usually within 8 working hours. 9. Any warranty claim made causing some action, reaction, cost, purchase or other financial demand on DATA RECOVERY EXPRESS that is caused by a specific exclusion to warranty repair will immediately become the responsibility of the person making the warranty claim. Such responsibility will become immediately payable to DATA RECOVERY EXPRESS. 10. All freight and additional travel costs incurred are the responsibility of the client.

Warranty Exclusions: 1. All software configurations including computer bios settings, adapter configurations, storage device configurations, network connections and other installation software for input/output devices attached to the computer. 2. Damage or malfunction caused by overuse, abuse, viruses or malicious code, consequential loss, accidental damage or any environmental situation beyond the control of DATA RECOVERY EXPRESS or the manufacturer. 3. Any changes to the original configuration of the software Operating System installed on the system. 4. Software installation or re-installation and any data or stored information. 5. Equipment/software not supplied and/or installed by a hardware technician employed by DATA RECOVERY EXPRESS or at an DATA RECOVERY EXPRESS service centre. 6. Any damage caused by installation of equipment not supplied by DATA RECOVERY EXPRESS or any damage caused by any unauthorised person installing such equipment. 7. DATA RECOVERY EXPRESS cannot be responsible for any reinfection of a system by viruses and/or malicious code once the system has been thoroughly cleaned/checked and deemed by the technician to be clear of viruses and/or malicious code. 8. The warranty does not apply in circumstances where: a) The Goods or Services are shown to be not defective. b) The Goods were used or services required for a purpose other than for which they were intended. c) The Goods were repaired, modified or altered by any person other than a technician nominated by DATA RECOVERY EXPRESS. d) The defect has arisen due to misuse, neglect or accident. e) The defect has arisen due to normal wear and tear on the Goods. f) The Goods have not been stored or maintained as recommended by DATA RECOVERY EXPRESS or the manufacturer. g) The Customer is in breach of the Conditions. h) The Customer has altered the hardware or software configuration of the Customer's computer, server or network after completion of the Services or installation of the Goods.

Disclaimer: 1. DATA RECOVERY EXPRESS accepts that all due care and diligence will be taken with any items worked on, taken or received from customers. However, DATA RECOVERY EXPRESS cannot accept responsibility for flood, power spikes and surges or any other "acts of god" that are outside the control of DATA RECOVERY EXPRESS. 2. The person/business listed on the front of this form has authorised DATA RECOVERY EXPRESS and its employees to perform the work required to get the item into a reasonable working condition as specified by the customer. Including removing components and/or software to achieve that condition including the removal and/or formatting of hard drives. 3. DATA RECOVERY EXPRESS will not be responsible to the Customer or any third party for any breach of any software licence in respect of software provided to DATA RECOVERY EXPRESS by the Customer to be installed on a Customer's computer. 4. DATA RECOVERY EXPRESS is not liable for any equipment failures or data loss be it DATA RECOVERY EXPRESS's equipment or equipment on the client site which may occur during the course of carrying out work/repairs. 5. DATA RECOVERY EXPRESS shall not be responsible for loss of data under any circumstances. While DATA RECOVERY EXPRESS warrant to take all due care when working on any equipment/hardware, customers are encouraged to backup all important data on their hard disks, or to organise for our technician to perform a backup before commencing any other work. 7. When performing data recovery DATA RECOVERY EXPRESS shall not be held liable for the loss, destruction of data, which may have been present on the media presented for inspection. It is considered that data is already effectively destroyed or irretrievably lost and as such, of no value. DATA RECOVERY EXPRESS is authorised to utilise whatever methods of hardware and/or software solutions they consider, at their sole discretion, to be necessary for the data recovery process. DATA RECOVERY EXPRESS is not responsible for the quality and type of data recovered. No responsibility will be taken for any material contained on any media supplied to DATA RECOVERY EXPRESS and subject to any recovery process which is illegal or illicit in nature. 8. In authorising work to be carried out (be it break-fix, upgrade, support, data recovery) the client acknowledges that they are the Owner of the hardware/software or data or an agent for the Owner and have the necessary capacity to authorise the work requested. 9. The Customer acknowledges that DATA RECOVERY EXPRESS's services cannot guarantee the prevention of all computer or technology-based problems with the Customer's set-up, accordingly, DATA RECOVERY EXPRESS does not warrant that the service will render the Customer's technology system/s completely error free.

Limitation of Liability: 1. Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded. 2. Replacement or repair of the Goods or resupply of Services is the absolute limit of DATA RECOVERY EXPRESS liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the Goods or Services or alternatively the sale, use of, storage or any other dealings with the Goods or Service by the Customer or any third party. 3. DATA RECOVERY EXPRESS is not liable for any program or data loss or damage by any Customer arising directly or indirectly from the provision of the Goods or Services. 4. Any replacement of parts under warranty will be carried out at the premises nominated by DATA RECOVERY EXPRESS. The cost and risk of transport of any part to the nominated premises is the responsibility of the Customer. 5. DATA RECOVERY EXPRESS is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party. 6. DATA RECOVERY EXPRESS will not be liable for any loss or damage suffered by the Customer where DATA RECOVERY EXPRESS has failed to meet any delivery date or cancels or suspends the supply of Goods or Services. 7. Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified by law.

No Fault Found Charge: All products/work reported as defective and returned to DATA RECOVERY EXPRESS or requiring a return callout by a technician, and upon testing have no fault found, will be assessed a No Fault Found (NFF) charge. This will be billed at the standard workshop or on-site rate as applicable.

Miscellaneous: In no event shall DATA RECOVERY EXPRESS be liable for any incidental or consequential damages (including without limitation lost profits), even if DATA RECOVERY EXPRESS has been advised of the possibility of such damages, or for a claim against you by another party.

These terms and conditions may be modified only by a written agreement signed by you and an authorised representative of DATA RECOVERY EXPRESS. You may not assign, transfer, or delegate any of your rights, duties, or obligations under the above terms and conditions without the prior written consent of DATA RECOVERY EXPRESS. Any attempt to do so will be void.