

Edinburgh Data Recovery – Terms and Conditions

Acceptance of Terms

By submitting any storage device, media, or equipment to Edinburgh Data Recovery, requesting a quotation, approving a quotation, or instructing us to proceed with data recovery services, you confirm that you are entering into a legally binding agreement with Easy Data Recovery Ltd (company number NI625698), trading as Edinburgh Data Recovery, and that you have read, understood, and agreed to be bound by these Terms and Conditions in full.

1. Definitions and Interpretation

- 1.1 "Company" means Easy Data Recovery Ltd (company number NI625698), a company incorporated in Northern Ireland, trading as Edinburgh Data Recovery.
- 1.2 "Customer" means the individual or legal entity requesting Services.
- 1.3 "Device" means any storage media, electronics, or equipment submitted for recovery.
- 1.4 "Services" means all diagnostic, handling, data recovery, storage, and return services provided by the Company.

2. Device Condition and Pre-Existing Damage

- 2.1 The Customer acknowledges that all Devices submitted are already damaged, unstable, or operating outside manufacturer specifications at the time of submission.
- 2.2 The Company accepts no liability for damage arising from pre-existing conditions including, but not limited to, corrosion, oxidation, liquid ingress, fire or smoke exposure, electrical surge damage, physical trauma, component fatigue, prior repair attempts, or third-party intervention.
- 2.3 Any deterioration or total failure resulting from such conditions shall not constitute negligence or breach.

3. Inherent Risks of Data Recovery

- 3.1 Data recovery is an invasive technical process carrying inherent risks.
- 3.2 Recovery procedures may result in irreversible damage or permanent data loss.
- 3.3 The Customer expressly accepts these risks as a condition of the Services.

4. Limitation of Liability

- 4.1 To the fullest extent permitted by law, the Company excludes all liability for loss of data, loss of profits, loss of business, loss of contracts, loss of anticipated savings, or consequential loss.
- 4.2 The Company's total aggregate liability shall be strictly limited to the total fees paid for the Services.
- 4.3 No claim may be brought more than six (6) months after completion of Services.
- 4.4 Nothing in these Terms limits liability for death or personal injury caused by negligence or fraud.

5. Third-Party Couriers and Transit Risk

- 5.1 All Devices and data are transported entirely at the Customer's risk.
- 5.2 The Company shall not be liable for loss, damage, delay, or destruction caused by couriers, postal services, customs authorities, or any third party.
- 5.3 The Customer irrevocably waives any right to pursue the Company for transit-related losses.

6. Payment, Lien and Abandonment

- 6.1 Payment in full is required prior to release of recovered data or Devices.
- 6.2 The Company retains a contractual lien over all Devices and data until payment is received.
- 6.3 Devices or data unpaid or uncollected after thirty (30) days may be securely destroyed or disposed of without further notice or liability.

7. Governing Law and Jurisdiction

- 7.1 These Terms shall be governed by the laws of Northern Ireland.
- 7.2 The courts of Northern Ireland shall have exclusive jurisdiction.