



## WORK REQUEST FORM

Name	
Company Name	
Address	
Email	
Cell/Mobile No.	
Other Phone No.	

Information about your media for recovery (Please Circle)

Physically Damaged | Formatted | Deleted | Will Not Detect | Other

Description of How Failure Occurred - if known.
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Please list any critical files and extensions - if known
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Please read and acknowledge the below by circling an option

Can we open the device potentially breaking seals to further our Assessment?	YES   NO
Is your case <b>URGENT</b> ? (we will call you to discuss Urgent case options)	YES   NO
I have spoken with a DataLAB representative, or have received communication, advising costs and/or potential costs involved in this exercise. These have been cleared with all involved in this process prior to submitting hardware	YES   NO

PLEASE COMPLETE THE ABOVE FORM AS WELL AS SIGNING THE BELOW TERMS AND INCLUDE THESE PAGES WITH THE HARDWARE FOR DELIVERY TO OUR LABS.

If you are based in **Auckland**, our labs are open 9am-5pm, Mon-Fri for you to drop off hardware. If you are based in **Wellington or Christchurch**, our courtesy drop off point are open 8:30am-5:30pm, Mon-Fri as per page 3.

## The Agreement

In submitting your hardware, device or account for inspection, assessment or recovery you, the client, by your signature below or email agreement are confirming your acceptance of these terms.

01. You are authorising DataLAB, its employees, and agents to receive and transport this media/equipment/data to, from and between their legally registered facilities and to use courier services to return any hardware items to you.
02. Legal Rights
  - a. You warrant that you are the legal owner, representative or, otherwise have legitimate rights to the equipment and its constituent data that is being sent to DataLAB for Data Recovery.
  - b. You agree that you have up to 30 days to claim back your property from the date we communicate to you the results of your Assessment. Thereafter DataLAB may dispose of it in any way it sees fit. You may come in person to collect your property at any time within business hours from our Auckland Labs during this period. If you wish us to return it by courier you will be charged a post and packing fee (typically \$25 + GST).
  - c. The hardware/device you supply for Data Recovery will, if it is determined to be faulty, otherwise becomes unusable or is left in the possession of the lab after the noted 30 days (above para 2 ii) become the property of DataLAB who will dispose of it in any way it sees fit.
03. Limited Liability
  - a. You agree DataLAB shall not be liable for any claims regarding the physical functioning of the equipment or media you supply for Data Recovery or the condition or existence of data on storage media supplied before, during, or after service.
  - b. You agree DataLAB shall not be liable for any direct or indirect damages, including loss of data, warranty or loss of revenue, incidental or consequential, before, during or after service.
  - c. DataLAB as a standard practice does not re assemble hardware post inspection. Any requests to do so may incur costs if this work is deemed by the technician to require notable time/input.
04. Confidentiality
  - a. We will take reasonable steps to safeguard your data and protect your confidentiality.
  - b. DataLAB, its officers, employees, and agents agree to absolute non-disclosure of any and all information or data files supplied with, stored on, or recovered from client equipment unless we are put under a legal requirement to disclose it.
  - c. DataLAB does not and will not ever own your data, it will remain your property at all times.
  - d. If your initial enquiry was submitted, or is being managed, through our Partner Programme we will share your progress and billing information only, with that Partner.
05. Payment
  - a. You agree that payment in full is required on or before the due date and prior to the return of any recovered data and/or hardware unless by separate explicit previous agreement between us in writing.
  - b. Payment may be made by credit card or internet banking. We accept Visa, AMEX and MasterCard.
  - c. We are entitled without prejudice to recover debt collection fees direct from you and levy a 2% late payment fee prorated for each month or part thereof that payment is outstanding.
  - d. We are entitled to rely on a verbal authority from you, or your designated representative, to proceed with Data Recovery and to treat this as a contractual commitment to proceed. An invoice will then be issued to you for the work to follow.
  - e. All sums are subject to +GST and/or local taxes.
06. Media Warranty
  - a. DataLAB gives warranty only on the recovered data copied to any return media that is, in itself, found to be "dead on arrival" within 10 days of shipment. Any additional warranty claims must be presented to the original manufacturer, not DataLAB.
  - b. DataLAB will retain a copy of all recovered data for 14 days from date of shipment to ensure we can resupply your data where any returned media is found to be "dead on arrival".
- c. We may physically open supplied media as part of any examination passing warranty seals if present.
07. Shipping
  - a. All courier, postage and delivery charges are the responsibility of the client regardless of whether the data is recovered or not.
08. Advanced Recovery Cases
  - a. Cases requiring advanced procedures, extreme preparatory work or repeated component replacement may be escalated to our ICU programme. You will be advised of this requirement and quoted accordingly prior to advancement.
09. Data Retention
  - a. DataLAB will retain a copy of any/all recovered data for a period of 14 days unless we have previously agreed separate terms. Data will be securely destroyed by schedule after this period has elapsed.
  - b. An additional copy of retained data during this 14 day period may be requested by you for a fee.
  - c. DataLAB will be entitled to ask for suitable identification before supplying copies of any retained data.
  - d. Longer-term storage of retained data may be arranged for a fee.
10. Cost
  - a. Where you have been given a cost range for Data Recovery, you acknowledge that this has been cleared with any and all parties involved before you have supplied your equipment/media to DataLAB for assessment and/or Data Recovery.
  - b. Quoted costs will only cover the recovery exercise. You may collect your data at our office. Where we return it by courier you will be charged a postage and packing fee.
  - c. Where our Data Recovery exercise identifies that completion of assessment requires the use of non-standard, 3<sup>rd</sup> party supplied or specialised parts and materials we reserve the right to quote for the additional expense of providing these items. Such costs are noted to be applicable to the case regardless of assessment or recovery results. We will in every such case, supply you with the costs involved and rationale where they are required. You can then decide whether you wish to proceed.
  - d. Review of operable hardware for deleted content will incur quoted costs regardless of the results delivered by our labs. These cases do not adhere to our "no result no fee" policy.
    - e.
11. Legal Obligations
  - a. We will be entitled to rely on your verbal agreement for instructions to proceed with recovery or in agreeing costs.
  - b. All reporting is verbal. Written reports will not be provided unless specifically agreed in writing and are subject to separate charge.
  - c. This Agreement and terms are governed by and is to be construed in accordance with New Zealand law and the parties irrevocably agree that the Courts of New Zealand shall have exclusive jurisdiction to settle any dispute that may arise out of this Agreement.

Signed By (Print Name) : \_\_\_\_\_

Signature: \_\_\_\_\_

Organisation (if Applicable). \_\_\_\_\_

Dated: \_\_\_\_\_

#### PACKAGING INSTRUCTIONS

1. Please package your equipment as securely as possible, using bubble wrap, a snug fitting and strong cardboard box for hard disk drives, etc., to minimise any possible damage in transit.
2. Please do not include cables or power supplies. Please wrap your device in bubble wrap or appropriate packaging. You can also include an external hard drive/USB for us to copy your recovered data onto.
3. We are located in a commercial building which does not have standard postal service. Items sent to our street address by standard post may be delayed as they re-route to our PO Box.
4. Please note we cannot ship back to dropoff locations or PO boxes.

PLEASE AFFIX THE BELOW LABEL TO THE OUTSIDE OF YOUR PARCEL IF COURIERING TO US.

**COURIER OR DELIVER TO:**

**DataLAB Ltd**

**Level 1, 399 Khyber Pass Rd**

**Newmarket, Auckland, 1023**

**FRAGILE**

**WELLINGTON AND CHRISTCHURCH CLIENTS**, PLEASE NOTE WE HAVE A COURTESY COURIER SERVICE TO HAVE YOUR HARDWARE COURIERED TO OUR LABS AT NO COST TO YOU, PLEASE FOLLOW THE INSTRUCTIONS FOR PACKAGING ON PAGE TWO AND DROP YOUR PACKAGED PARCEL INTO ONE OF OUR DESIGNATED DROP-OFF ADDRESSES BELOW:

**Datalab Ltd**

c/o Regus Business Centre  
Level 6,  
1 Willis Street  
Wellington, 6010

**Datalab Ltd**

c/o Regus Business Centre  
Ground Level,  
17 Hazeldean Rd, Addington  
Christchurch, 8024