

Terms and Conditions

The following are terms of a legal agreement between you and Rusco Services Ltd. You acknowledge that you have read, understood, and agree to be bound by the terms below.

The term “you” or “customer” refers to the signatory of this document.

1. Authorisation

You the Customer authorises Rusco Services Ltd to conduct an evaluation of the equipment to determine the nature of the damage. The evaluation is charged per half hour (30 minutes) and any cost for travel time or third party cost will be liable by you.

2. Legal Rights

The Customer is the legal owner or authorised representative of the legal owner of the property and all data components contained therein sent to Rusco Services Ltd. Any property left with Rusco Services Ltd unclaimed for 30 days, will be disposed. At which time Rusco Services Ltd shall have no liability to the Customer or any third party.

3. Limited Liability

Rusco Services Ltd shall not be liable for any claims regarding the physical functioning of equipment/media or the condition or existence of data on storage media supplied before, during or after service.

In no event will Rusco Services Ltd be liable for any damage to the equipment, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Rusco Services Ltd has been advised of the possibility of damages or loss to persons or property. Rusco Services Ltd liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services. The Customer and Rusco Services Ltd agree that the sole exclusive remedy for unsatisfactory work or data shall be, at Rusco Services Ltd option, additional attempts by Rusco Services Ltd to recover satisfactory data or refund of the amount paid by the Customer.

4. Confidentiality

Rusco Services Ltd agrees not to disclose any information or data files supplied with, stored on, or recovered from Customer’s equipment excepted to employees or agents of Rusco Services Ltd subject to confidentiality agreements or as required by law.

5. Payment

Payment is due in full upon completion of the call-out or prior to release of the repaired device, unless by special previous arrangement.

The Customer is financially responsible for all shipping costs, Government duties and taxes to and from Rusco Services Ltd.

6. Warranty

30 days warranty on hardware (equipment) that Rusco Services Ltd has repaired. Rusco Services Ltd makes no warranty on date, express or implied, and Rusco Services Ltd disclaims any data warranty of any kind.

7. Agreement

The parties shall submit all disputes relating to this agreement (whether contract, tort or both) to arbitration, in accordance with the Rules of the UK business rules. Either party may enforce the award of the arbitrator in a Court of competent jurisdiction.