

# DALBY TECH

## TERMS AND CONDITIONS

IT services, repairs, hosting, domains, software, websites, graphic design and goods sales

Item	Details
Status	Final Terms and Conditions
Effective date	30 April 2026
Trading name	Dalby Tech
Legal owner / supplier	Joshua Michael Dalby trading as Dalby Tech, a sole trader
Trading / contact address	42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY
Telephone	07826 856563
Email	josh@dalby-tech.co.uk

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## Terms and Conditions

### 1. About these Terms

1.1 These Terms and Conditions apply to goods and services supplied by Joshua Michael Dalby trading as Dalby Tech, a sole trader.

1.2 In these Terms, "Dalby Tech", "we", "us" or "our" means Joshua Michael Dalby trading as Dalby Tech, a sole trader. Our trading and contact address is: 42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY; telephone 07826 856563; email [josh@dalby-tech.co.uk](mailto:josh@dalby-tech.co.uk).

1.3 These Terms apply to both Consumers and Business Customers, but some clauses apply differently depending on whether you are a Consumer or a Business Customer. Where a clause says it applies only to Consumers or only to Business Customers, that clause applies only to that type of customer.

1.4 If you are a Consumer, nothing in these Terms affects your statutory rights. Nothing in these Terms limits or excludes any liability or right which cannot legally be limited or excluded.

1.5 If there is a conflict between these Terms and a written quote, order form, statement of work, service plan, renewal notice or other document signed or confirmed by us, the following order of priority applies unless the document says otherwise: (a) any mandatory legal rights; (b) any special terms expressly agreed in writing for your order; (c) the statement of work, quote, service plan or order form; (d) these Terms.

1.6 We may update these Terms from time to time. The Terms in force when your order is accepted apply to that order. For ongoing services, we may update these Terms by giving reasonable notice. If an update materially disadvantages a Consumer, the Consumer may end the affected ongoing service before the change takes effect, unless the change is required by law, regulation, security, a third-party provider or technical necessity.

1.7 You should read these Terms carefully before placing an order. You should also keep a copy for future reference.

### 2. Definitions and interpretation

2.1 "Business Customer" means a customer acting for purposes relating wholly or mainly to that customer's trade, business, craft or profession.

2.2 "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

2.3 "Customer", "you" or "your" means the person or organisation buying or requesting goods or services from us.

2.4 "Deliverables" means any work product we create or supply for you, including websites, code, scripts, software, graphics, artwork, documents, reports, configurations, designs, templates, domain or DNS configurations, computer builds and other outputs.

2.5 "Device" means any computer, laptop, tablet, phone, server, peripheral, component, storage device, router, networking equipment or other technology product supplied to us or worked on by us.

2.6 "Digital Content" means data produced and supplied in digital form, including software, code, website files, graphics, digital designs, downloads, templates, documents and other electronic files.

2.7 "Services" means all services supplied by us, including diagnostics, repairs, remote support, consultancy, programming, website design and development, hosting, email hosting, domain

management, graphic design, computer builds, upgrades, support, maintenance and any related services.

2.8 "Goods" means physical products we sell or supply, including computers, components, accessories, peripherals, mice, laptop cases and other tech products.

2.9 "Statement of Work" means any written document, email, quote, proposal, ticket, invoice, order form or other record that describes the specific work, deliverables, assumptions, timetable, charges or special terms for an order.

2.10 A reference to "including" means "including without limitation". Headings are for convenience only and do not affect interpretation.

### **3. How contracts are formed**

3.1 A contract is formed when we accept your order. Acceptance may take place when we confirm acceptance in writing, start work, take payment, book an appointment, accept a Device for work, activate a service, register a domain, order third-party services or otherwise clearly accept the order.

3.2 A quote is not acceptance of an order. We may refuse an order for any lawful reason, including lack of parts, lack of capacity, suspected fraud, unlawful content, unacceptable security risk, credit risk or conflict with third-party terms.

3.3 You are responsible for checking that all order details, specifications, billing details, delivery details, domain names, spelling, artwork, content, quantities, licence counts and deadlines are accurate before we accept an order.

3.4 If you place an order for a third party, employer, company, organisation or another person, you confirm that you have authority to bind that person or organisation.

3.5 For online orders, we will describe the steps required to place an order, allow you to check and correct errors where reasonably possible, clearly identify any obligation to pay, and confirm the contract in a durable form.

### **4. Quotes, estimates and scope**

4.1 Quotes are valid for 14 days from issue unless the quote says otherwise. We may withdraw or amend a quote before it is accepted.

4.2 An estimate is our good-faith indication of likely cost or time and is not a fixed price. A quote is a fixed price only where it expressly says it is fixed and the scope does not change.

4.3 The scope of work is limited to what is expressly set out in the accepted quote, order form or Statement of Work. Anything not expressly included is excluded and may be charged separately.

4.4 Prices may change if: (a) you request extra work or changes; (b) the problem is different from or more extensive than first described; (c) third-party costs change; (d) parts, licences or services become unavailable; (e) urgent, out-of-hours or on-site work is required; (f) hidden faults, malware, liquid damage, data corruption or previous poor repair work is discovered; or (g) information supplied by you is incomplete or inaccurate.

4.5 We will seek your approval before carrying out materially chargeable extra work, unless urgent work is reasonably required to protect a Device, data, security, availability or third-party service and it is not reasonably practicable to contact you first.

4.6 Any timetable, completion date, launch date, delivery date or response time is an estimate unless expressly confirmed as binding. We will use reasonable endeavours to meet agreed dates, but we are not liable for delay caused by you, third parties, parts availability, internet or hosting failures, payment delays, force majeure, changes in scope or issues outside our reasonable control.

4.7 Change control. Any request to change the agreed scope, specification, content, design, functionality, integrations, supplier, platform, timetable, hosting, email, domain setup, Deliverables, assumptions or acceptance criteria will be treated as a change request.

4.8 We may provide a revised price, timetable, specification or Statement of Work for a change request and may require written approval, a deposit or cleared payment before implementing it. We are not required to begin or continue any changed or additional work until the revised price and timetable are accepted.

4.9 A change request may affect deadlines, charges, third-party costs, recurring fees, compatibility, cancellation rights, warranties, acceptance, testing and support. You are responsible for checking that any approved change request accurately records what you require.

4.10 If a proposed change is not agreed, we will continue with the original agreed scope where reasonably practicable. If continuing is not commercially, technically or legally practicable, or if the original scope is no longer achievable because of your instructions, third-party changes or circumstances outside our reasonable control, we may suspend or terminate the affected work and charge for work done, committed third-party costs and expenses to the extent permitted by law.

## **5. Customer obligations**

5.1 You must provide accurate, complete and timely information, instructions, access, passwords, authentication, licences, consents, content, materials and decisions needed for us to supply the Goods or Services.

5.2 You must back up all data, files, systems, emails, websites, databases, configurations and content before we work on any Device, system, hosting account, website, email account or digital service. This obligation is especially important for repair, malware removal, diagnostics, upgrades, operating-system work, data transfer, remote support and hosting changes.

5.3 You must have lawful rights to provide us with any Device, software, licence key, credential, account, content, personal data, image, font, logo, text, design, trade mark, domain name or other material supplied to us.

5.4 You must not ask us to do anything unlawful, infringing, misleading, harmful, discriminatory, obscene, defamatory, abusive, fraudulent, spam-related, malicious, security-invasive or contrary to the terms of any third-party provider.

5.5 You must keep all administrator passwords, accounts, recovery keys, multi-factor authentication methods, backup codes and domain credentials secure. We are not responsible for unauthorised access caused by weak passwords, shared credentials, phishing, compromised accounts, lack of multi-factor authentication or your failure to follow security advice, except to the extent caused by our failure to use reasonable care and skill.

5.6 You must promptly test Deliverables, report issues, provide feedback and make decisions. Delay by you may extend deadlines and may result in additional charges.

5.7 You must comply with all applicable laws and regulations when using our Goods, Services and Deliverables, including consumer law, data protection law, intellectual property law, marketing law, equality law, electronic communications law and any rules that apply to your own business or sector.

5.8 Our ability to perform the Services depends on your full and timely cooperation, the accuracy and completeness of information you provide, and your prompt provision of access, content, materials, approvals, decisions, devices, accounts, credentials and authentication. If you do not cooperate or provide these items when reasonably required, deadlines may be extended, work may be paused, charges may increase, Deliverables may be limited, and we may be unable to supply some or all of the Goods or Services.

5.9 You must provide timely access to relevant accounts and platforms, including where applicable Wix, GoDaddy, domain registrar accounts, DNS accounts, hosting accounts, email accounts, administrator accounts, multi-factor authentication, payment/admin portals, analytics accounts, advertising accounts, content-management systems and third-party software. We are not responsible for delay, non-performance, reduced functionality, loss, expiry, suspension or additional cost caused by inaccessible accounts, incorrect credentials, missing authentication, incomplete information, delayed decisions or customer-supplied materials.

5.10 Where a quote, order, project plan, Statement of Work or written request sets a review, approval or response period, you must respond within that period. Subject to your non-excludable Consumer rights, if you do not respond within the stated period or within a reasonable period where no period is stated, we may pause work, revise the timetable, invoice for work performed, charge reasonable waiting or administration time, treat the relevant instruction as not approved, or treat a Deliverable as accepted where the applicable Statement of Work or acceptance procedure clearly says this will happen.

## **6. Services: general rules**

6.1 We will provide Services using reasonable care and skill.

6.2 We may provide Services remotely, at our premises, at your premises, through your accounts or through third-party platforms and providers, depending on what is agreed.

6.3 We may subcontract, delegate or use third-party providers where reasonably necessary or appropriate, provided that doing so does not reduce your statutory rights.

6.4 We do not guarantee that any Service will produce a particular commercial result, ranking, revenue, performance improvement, security level, uptime, speed, compatibility, deliverability, search-engine position, number of enquiries, absence of defects or absence of future faults unless we expressly state that guarantee in writing.

6.5 Services may depend on third-party systems, software, platforms, internet connections, electricity, networks, remote-access tools, registries, registrars, DNS providers, payment providers, app stores, cloud providers, website-builder platforms, hosting providers, email providers, courier services and manufacturers. Examples include AnyDesk, Microsoft Quick Assist, TeamViewer or similar tools for remote access, Wix for website platform services and GoDaddy or similar providers for domain, DNS and email services. We are not responsible for acts, omissions, outages, suspensions, connection failures, security restrictions, price changes, feature changes, policy changes or terms of third parties except to the extent caused by our breach of contract, our failure to use reasonable care and skill, or where the law otherwise makes us responsible.

6.6 You must obtain and maintain any licences, subscriptions, permissions, hardware, software, internet connection, accounts, content, legal notices, policies and consents required for your use of the Services unless we expressly agree to supply them.

6.7 Where we provide advice or consultancy, it is based on the information available to us at the time. You remain responsible for your business decisions, regulatory compliance, security posture, commercial strategy and implementation of advice unless we expressly agree to implement something for you.

## **7. Repairs, diagnostics and technical support**

7.1 Repair and diagnostic work may cover consumer technology products and business technology products, including software and hardware faults.

7.2 You authorise us to inspect, test, open, disassemble, diagnose, repair, configure, update, reset, reinstall, wipe, replace parts, connect to networks, use diagnostic tools and carry out other reasonable technical steps needed to provide the agreed work.

7.3 Diagnostics may involve discovering faults that were not apparent at intake. We do not guarantee that every fault can be identified, reproduced or economically repaired.

7.4 A Device may have multiple faults. Repairing one fault does not mean the Device has no other faults or that unrelated faults will not appear later.

7.5 We may decline to work on a Device if we consider it unsafe, uneconomic, counterfeit, stolen, subject to ownership dispute, infested, contaminated, likely to contain unlawful material, or likely to expose us or others to unreasonable risk.

7.6 You must tell us about any known damage, liquid exposure, battery swelling, overheating, electrical fault, password lock, encryption, previous repair, data sensitivity, business-critical use or special handling requirement before we start work.

7.7 Unless agreed otherwise, diagnostic fees, call-out fees, collection fees, shipping costs, data-recovery attempts and labour already performed are payable whether or not a repair is possible, economical or successful.

7.8 Replacement parts may be new, used, refurbished, compatible, original equipment manufacturer or third-party parts as stated in the quote or as reasonably appropriate for the repair. Where a Consumer has been promised a particular type of part, we will supply that type or seek consent to change it.

7.9 Parts removed during repair become our property unless you request their return before the repair is completed and return is lawful, safe and practicable. We may refuse to return hazardous, damaged, counterfeit or exchange parts that must be returned to a supplier.

7.10 Repairs, diagnostics, upgrades, firmware changes, operating-system work, liquid-damage treatment, malware removal, data transfer and data recovery all carry a risk of data loss or further fault exposure. You must back up data before work begins.

7.11 We do not promise that data recovery will be possible. Data recovery charges may be payable for the attempt even if recovery is unsuccessful, unless we agree otherwise in writing.

7.12 Work on a Device may affect manufacturer warranty, water resistance, software licences, security features, seals, manufacturer support or trade-in value. You should check manufacturer terms before instructing us.

7.13 Malware removal and security clean-up reduce known risks at the time of service but cannot guarantee that a system is or will remain free from malware, unauthorised access or compromise.

7.14 If we give post-repair advice, you must follow it. We are not responsible for faults caused or worsened by ignoring advice, using unsuitable chargers or accessories, installing unsafe software, reintroducing malware, physical damage, liquid exposure, overheating, power surge or third-party work after our service.

## **8. Remote support using AnyDesk or similar tools**

8.1 We may provide remote support using AnyDesk, Microsoft Quick Assist, TeamViewer, browser-based tools, telephone guidance, screen-sharing tools or any other remote-access method we reasonably consider appropriate. Remote-access tools are third-party products and their own terms, availability, technical limits, security features and provider policies may apply.

8.2 By requesting, accepting or starting a remote support session, you expressly authorise us to access the relevant Device, account, system, software, website, server, network or online service for the

purpose of providing the agreed Services. You confirm that you own, control or have authority to permit remote access to that Device, account, system or service.

8.3 For attended remote support, you should remain available during the session, monitor the work where reasonably possible, answer questions, provide authentication when needed and tell us immediately if you want access to stop. You may terminate an attended remote session at any time by disconnecting the remote-access software, ending the call or asking us to stop.

8.4 For unattended access, you must give express authorisation and we will only use unattended access where it forms part of an agreed support arrangement or where you have specifically asked us to use it. You may revoke unattended access at any time. You are responsible for removing, disabling or changing remote-access credentials after the work is complete unless we have expressly agreed to manage continuing access for you.

8.5 Before a remote session, you must close, hide or remove private, confidential, sensitive or unrelated information that you do not want us to see. This includes personal files, photographs, messages, browser tabs, saved passwords, banking information, payment card information, medical information, employee records, customer records, trade secrets and confidential third-party information. You acknowledge that remote support may allow us to view anything visible on screen or accessible through the account or Device during the session.

8.6 During a remote support session, we may view the screen, control the keyboard and mouse, run diagnostics, change settings, install, update or remove software, access administrator functions, restart Devices, transfer files, amend configurations, access accounts, review logs and take other steps reasonably required to provide the agreed Services. We will act only for the purpose of providing the Services or as otherwise permitted by these Terms and applicable law.

8.7 You are responsible for backing up all data, files, emails, websites, databases, settings, passwords, recovery keys and configurations before remote work begins unless we have expressly agreed to provide a specific backup service. Remote support may involve changes to settings, software, security controls, accounts, data, operating systems or services and may expose existing faults, malware, corruption, incompatibility or configuration problems.

8.8 You must not give remote access codes, session invitations, unattended-access passwords or access credentials to anyone unless you are sure of their identity. We will not ask you to provide payment card PINs, online banking passwords or full security credentials. Where a password or authentication prompt is required, you should enter it yourself where reasonably possible. We may recommend that you change passwords or revoke access after a session.

8.9 Remote support depends on your internet connection, Device performance, operating system, firewall, antivirus software, permissions, remote-access software, third-party accounts and third-party provider availability. Subject to clause 25.1 and any non-excludable Consumer rights, we are not responsible for interruption, delay, connection failure, latency, blocked access, security warnings, account restrictions, provider outages, provider policy decisions, software bugs, incompatibility, failed updates or other issues caused by those dependencies or by any third-party remote-access provider.

8.10 Subject to clause 25.1 and any non-excludable Consumer rights, we are not responsible for data loss, corruption, loss of settings, loss of access, downtime, failed updates, software conflicts, security alerts, reactivation issues, licence issues, account lockouts or incompatibility arising during or after remote support except to the extent caused by our failure to use reasonable care and skill, our breach of contract, or where the law otherwise makes us responsible.

8.11 We may refuse, suspend or end remote support if we reasonably believe that access is unauthorised, unsafe, unlawful, abusive, fraudulent, technically unsuitable, outside scope, insecure, likely to compromise security or privacy, likely to expose us to unacceptable risk, or likely to cause harm to a Device, system, data, account, third party or service provider.

8.12 If you are a Business Customer, you are responsible for ensuring that remote access complies with your own policies, contracts, confidentiality duties, insurance requirements, cyber-security obligations, data-protection obligations and any sector-specific rules that apply to you. You must ensure that staff, contractors, customers and other affected persons have been given any notices and consents required before remote access is provided to us.

## **9. Website, hosting, email and domain services**

9.1 Website, hosting, email and domain services may include website design, website development, website-platform configuration, website hosting or platform hosting, email hosting, domain registration, domain renewal, DNS configuration, SSL/TLS certificates, backups, migration, maintenance, updates, support and related services.

9.2 We may provide these services by buying, reselling, administering, configuring or managing third-party services and platforms on your behalf. This may include building and maintaining websites using Wix or similar website-builder platforms and managing domains, DNS records and email services supplied or controlled by GoDaddy or similar registrars, DNS providers, hosting providers or email providers.

9.3 Where we build or maintain a website using Wix or a similar platform, the platform provider controls its own platform, hosting environment, account systems, editor, templates, apps, integrations, security controls, backups, feature roadmap, pricing, availability and acceptable-use rules. We are responsible for using reasonable care and skill in the design, configuration, administration and maintenance work we perform for you, but we are not responsible for the platform provider's acts, omissions, outages, suspensions, restrictions, feature changes, data handling, pricing or policy changes except to the extent caused by our breach of contract, our failure to use reasonable care and skill, or where the law otherwise makes us responsible.

9.4 Domain, DNS and email services may be supplied or controlled by GoDaddy or similar third-party providers. Those providers and the relevant registries control matters such as registrar systems, domain availability, domain verification, domain-locking, DNS propagation, nameserver behaviour, email filtering, spam controls, blacklist handling, mailbox limits, provider outages, account security rules, renewals, redemption periods, suspensions, pricing and policy changes. We are responsible for implementing requested changes with reasonable care and skill where we have the necessary access and authority, but we do not control those underlying provider or registry functions.

9.5 Domain names are supplied through third-party registries and registrars. Registration is subject to availability, registry rules, registrar terms, ICANN rules where applicable, Nominet rules for .uk domains where applicable, and any dispute policy that applies to the domain.

9.6 We do not guarantee that a domain name is available, lawful to use, free from trade-mark risk, free from dispute, or renewable indefinitely. You are responsible for choosing a domain name that you are entitled to use.

9.7 We may register or manage domains in your name or through our provider account, depending on what is agreed and what the registrar permits. You must provide accurate registrant information and promptly approve any transfer, verification or renewal request.

9.8 Unless we expressly agree otherwise, you are responsible for ensuring that domain renewals, hosting renewals, email renewals, licence renewals, platform-plan renewals and third-party subscriptions are paid before expiry. We are not required to renew a domain, hosting plan, email plan, website-platform plan or third-party service unless all related charges have been paid in cleared funds before the supplier deadline.

9.9 Failure to renew a domain, hosting service, website-platform plan, email service, SSL/TLS certificate or other third-party service may cause suspension, loss of email, loss of website access,

domain expiry, redemption fees, deletion or acquisition by another person. Recovery may be impossible or subject to extra charges.

9.10 Hosting, website-platform and email services are not guaranteed to be uninterrupted, error-free, secure, virus-free, spam-free, blacklist-free or available at all times. We may carry out maintenance, updates, migrations, security changes and emergency work, and third-party providers may do the same or may suspend, restrict, migrate or change services under their own terms.

9.11 Unless a specific service level is expressly agreed in writing, any uptime, response time, backup frequency, retention period, storage limit, bandwidth limit, mailbox size, migration timetable or support time is a target only and not a guarantee.

9.12 You are responsible for all website content, email content, domain use, user accounts, legal notices, privacy notices, cookie notices, accessibility compliance, marketing consents, product descriptions, prices, tax details, customer communications and ecommerce compliance unless we expressly agree to provide specific assistance.

9.13 You must not use hosting, email, domains or websites for spam, phishing, malware, botnets, denial-of-service activity, unlawful content, illegal goods or services, infringement, harassment, hate, fraud, deceptive trading, vulnerability scanning without authority, bulk mail without consent, or anything that may damage our systems, our suppliers, our reputation or other customers.

9.14 We may suspend hosting, email, domains, websites or related services without notice where reasonably necessary for security, legal compliance, non-payment, suspected abuse, excessive resource use, malware, spam, provider instruction, registry instruction, platform instruction or to protect us, you, other customers or third parties.

9.15 Backups are not a substitute for your own independent backups. Unless a backup service and retention period are expressly included in your service plan, we are not obliged to keep backups of your website, email, databases or files. Backups provided by Wix, GoDaddy or another provider are subject to that provider's tools, retention, availability and terms.

9.16 Email deliverability depends on many factors including DNS, SPF, DKIM, DMARC, content, recipient filtering, sender reputation, IP reputation, blacklists, provider filtering and user behaviour. We do not guarantee delivery to inboxes, avoidance of spam filters, removal from blacklists or acceptance by any recipient system.

9.17 On termination or expiry, we may delete hosted data after 30 days unless the law requires otherwise or the service plan says otherwise. Handover, migration, export, transfer, DNS change, domain transfer, backup restoration, Wix site transfer, GoDaddy account change, mailbox export and account separation may be chargeable and may depend on provider tools and rules.

9.18 Website credit. Where we design, build, materially configure, maintain or substantially contribute to a website, webpage, landing page or online design, we may include a discreet footer, link or credit such as "Designed by Dalby Tech", "Website by Dalby Tech" or similar, provided it does not materially interfere with the agreed design or lawful use of the website. We will omit or remove the credit if this is expressly agreed in writing, included in a paid white-label or no-credit arrangement, or required by law. You must not remove, hide or alter the credit without our written agreement where it has been included under this clause.

## **10. Programming, software development and consultancy**

10.1 Programming and software development may include scripts, applications, automation, integrations, websites, plugins, databases, APIs, configuration, bug fixes, code review and related consultancy.

10.2 Software work is supplied according to the agreed specification. You are responsible for making sure the specification reflects what you need.

10.3 Unless expressly included, the price does not include hosting, domain names, app-store accounts, developer accounts, third-party licences, security audits, penetration testing, accessibility audits, legal review, data-protection review, user documentation, staff training, ongoing support, maintenance, monitoring, backups or future updates.

10.4 Software may contain defects, vulnerabilities or compatibility issues, especially where it interacts with third-party systems, browsers, operating systems, plugins, APIs or data sources. We will use reasonable care and skill, but we do not guarantee that software is defect-free, vulnerability-free or compatible with all future systems.

10.5 Unless a maintenance plan is agreed, updates, bug fixes, compatibility changes, security patches, dependency updates, third-party API changes and new feature requests after acceptance are chargeable.

10.6 You must test Deliverables promptly. Unless the Statement of Work says otherwise, you must report material defects within 5 working days after delivery or launch. If you do not, the Deliverables will be treated as accepted, except for defects that could not reasonably have been discovered during that period or any statutory rights that apply to Consumers.

10.7 Acceptance does not remove any statutory rights that Consumers have or any expressly agreed warranty. It does, however, confirm that the Deliverables meet the agreed scope except for issues properly notified or hidden defects.

10.8 Consultancy advice is not legal, tax, financial, insurance, regulatory, accountancy or professional engineering advice unless we expressly state otherwise in writing and are qualified to give that advice.

## **11. Graphic design and creative services**

11.1 Graphic design services may include logos, artwork, website graphics, social media assets, layouts, documents, digital images, branding materials, proofing, file preparation and other creative work.

11.2 Unless a quote or Statement of Work expressly states otherwise, the price includes only the final approved output files in the file formats stated in the quote, together with the number of revision rounds stated in the quote. If no number of revision rounds is stated, the price includes one reasonable revision round. Additional concepts, revisions, redraws, changes of brief, changes after approval, urgent turnaround work and work required because of incomplete or inaccurate customer materials may be charged separately.

11.3 Drafts, concepts, proofs, rejected or unused designs, style explorations, working files, layered files, editable files, source files, project files, templates, internal notes and production materials are not included in the Deliverables and remain our property unless expressly stated in a quote or separate written agreement and paid for in full.

11.4 Source files include, without limitation, PSD, AI, EPS, INDD, layered PDF files, editable SVG files, editable Canva or similar project files, Wix design assets, original photography or editing files, font files, stock-asset files, templates and any other editable or layered working materials. We are not required to supply source files unless expressly agreed in writing.

11.5 You are responsible for providing a complete and accurate brief and for checking spelling, grammar, names, dates, prices, dimensions, contact details, trade marks, legal statements, QR codes, accessibility requirements, factual accuracy and suitability before approval.

11.6 Once you approve a proof, we are not responsible for errors that were visible in the approved proof, except to the extent caused by our failure to use reasonable care and skill or where the law provides otherwise.

11.7 Colours, resolution, layout, cropping and appearance may vary between screens, printers, browsers, file formats, social media platforms and devices. Unless expressly agreed, we do not guarantee exact colour matching, print output, platform rendering or third-party reproduction results.

11.8 You must have the right to use any text, logo, image, brand asset, font, photograph, illustration, personal image, testimonial, review, trade mark or third-party material you supply. You are responsible for obtaining consents, releases and permissions for people, places, products, brands and third-party materials appearing in your content.

11.9 Stock images, fonts, icons, templates, platform assets and other third-party assets may be subject to separate licence terms, usage restrictions, attribution requirements, renewal fees or transfer restrictions. You must comply with those terms. We may charge separately for such assets.

11.10 Subject to clause 18 and full payment, you receive a licence to use the final approved design Deliverables for the agreed purpose, media and scope stated in the quote or, if not stated, for the purpose reasonably apparent when the work was commissioned. That licence does not include copyright ownership, editable source files, drafts, rejected concepts, templates, resale, sublicensing or use outside the agreed scope unless expressly agreed in writing.

11.11 Unless expressly agreed in writing, we are not responsible for registering, clearing, searching or policing trade marks, company names, domain names, design rights, copyright, passing-off risk or advertising/legal compliance in relation to names, logos, slogans or branding. You should take specialist legal advice before relying on branding as legally available for use or registration.

11.12 Unless you tell us otherwise in writing, we may show non-confidential completed design work in our portfolio, website, social media, case studies and marketing after publication or public use by you.

## **12. Computer builds, upgrades and configured equipment**

12.1 Computer build and upgrade services may include selecting, buying, supplying, assembling, configuring, testing, installing, updating and upgrading computers, components, peripherals, software and accessories. Computer builds may use new, refurbished, used, open-box, compatible or mixed-condition parts depending on the quote, specification, availability, budget, turnaround and customer requirements.

12.2 A computer or equipment package built or configured to your specification may be treated as bespoke or personalised. If you are a Consumer, your change-of-mind cancellation rights may not apply to such bespoke Goods as explained in section 16 and Schedule 1.

12.3 Component availability, price, model numbers, revisions and specifications may change without notice. Unless the quote expressly states that only new parts will be used, you agree that, where new parts are unavailable, delayed, discontinued, uneconomic or would prevent the agreed turnaround or agreed price, we may use suitable refurbished, used, open-box, compatible or equivalent parts to fulfil the order, provided they are of satisfactory quality, fit for purpose and match any description given.

12.4 We will not knowingly substitute a component in a way that materially reduces the agreed specification, performance, condition, compatibility or value of the build without your agreement or an appropriate price adjustment where required by law. If you are a Consumer, nothing in this clause affects your rights where Goods are not as described, not of satisfactory quality or not fit for purpose.

12.5 Unless expressly agreed, performance estimates are approximate and depend on workload, software, drivers, operating system, cooling, power, settings, updates, network, storage, peripherals and user behaviour.

12.6 We do not recommend overclocking, unsupported modifications or unsafe configurations unless expressly agreed. You accept the risk of reduced stability, increased heat, data loss, shortened component life and warranty impact where you request or apply such changes.

12.7 Customer-supplied parts. Where you supply parts, you are responsible for their quality, compatibility, authenticity, history, warranty status, condition and performance. We may refuse to install or use any customer-supplied part that we reasonably consider unsafe, damaged, counterfeit, unsuitable, incompatible, unreliable, unlawful or likely to create risk. Work using customer-supplied parts is chargeable even if the parts are faulty or incompatible. Nothing in this clause excludes any liability that cannot lawfully be excluded.

12.8 Electrical safety and legal compliance. We will not knowingly supply unsafe electrical or electronic Goods, equipment or parts. Where we supply refurbished, used, open-box or mixed-condition electrical or electronic Goods or parts, we will use reasonable care and skill to inspect and/or test them as appropriate to the item, age, condition, risk and intended use before supply. Nothing in these Terms excludes any duty or liability that cannot lawfully be excluded, including duties relating to unsafe goods,

death or personal injury caused by negligence, product-safety law, product-liability law or Consumer statutory rights.

12.9 Limitations for refurbished and second-hand parts. Refurbished, used, open-box and mixed-condition parts may have prior use, cosmetic marks, shorter remaining life, reduced accessories, different packaging, limited history, unknown previous operating conditions, expired or reduced manufacturer warranties and performance characteristics consistent with their condition. Except where the law requires otherwise, we do not guarantee future lifespan, uninterrupted operation, cosmetic condition, remaining manufacturer warranty, previous usage history or freedom from future age-related failure of such parts.

12.10 Post-supply risks outside our control. Except where the law requires otherwise, we are not responsible for faults, electrical issues, overheating, damage, data loss, interruption or failure caused after supply by misuse, inadequate ventilation, dust, liquid, impact, transport, power surge, unstable mains supply, faulty sockets, unsuitable extension leads, damaged or unsuitable chargers or power supplies, customer modification, unauthorised repair, overclocking, third-party parts, third-party work, software or firmware changes, malware, environmental conditions, lack of maintenance or failure to follow our instructions.

12.11 Safety recalls and unsafe equipment. You must follow any safety, recall, firmware, manufacturer, battery, charger, power-supply, ventilation and maintenance instructions that we or a manufacturer provide or publish. We may refuse to supply, repair, install, return, connect or continue using equipment that we reasonably believe is unsafe, unlawful, counterfeit, damaged, subject to recall, hazardous or unsuitable.

12.12 Operating systems, software and licences are supplied or installed only as agreed. You are responsible for ensuring you have valid licences for software you ask us to install or configure.

12.13 Dalby Tech voluntary build warranty. Unless the quote states otherwise, complete computer systems built or substantially configured by us are supplied with a 12-month Dalby Tech parts-and-labour warranty from delivery or collection. This warranty applies to faults caused by defective parts supplied by us or defective assembly workmanship by us in new, refurbished or mixed-condition machines. It is in addition to, and does not replace or reduce, any statutory rights that Consumers have.

12.14 The Dalby Tech voluntary build warranty does not cover fair wear and tear, consumable degradation, batteries unless expressly included, software faults, operating system corruption, malware, data loss, user error, accidental damage, liquid damage, overheating caused by blocked vents or poor environment, power surge, unstable mains supply, unsuitable chargers, power supplies, extension leads or peripherals, misuse, unauthorised repair or modification, overclocking not approved by us, customer-supplied parts, third-party work, or faults caused by failure to follow our reasonable instructions.

12.15 Our remedy under the Dalby Tech voluntary build warranty will normally be diagnosis, repair, replacement of the affected part with the same or a suitable equivalent new, refurbished or used part, reconfiguration, or another reasonable remedy. Where a Consumer has a statutory right to a different remedy, that statutory right prevails.

12.16 Manufacturer warranties. Individual parts may include a manufacturer or supplier warranty that lasts longer than our 12-month Dalby Tech voluntary build warranty, for example a new SSD with a manufacturer warranty. Any such extended manufacturer or supplier warranty is offered, administered and fulfilled by the relevant manufacturer or supplier, not by us, unless we expressly state otherwise. We may provide reasonable information or proof of purchase where available, but we do not guarantee that a manufacturer or supplier will accept or honour a warranty claim.

12.17 After the 12-month Dalby Tech voluntary build warranty has expired, diagnosis, labour, removal, refitting, configuration, shipping, replacement parts and administration are chargeable unless the law requires otherwise, the manufacturer or supplier covers those costs, or we agree otherwise in writing.

### **13. Sale of goods and accessories**

13.1 We may sell new, used, refurbished, open-box, manufacturer-refurbished, seller-refurbished, custom or mixed-condition Goods, including computers, laptops, accessories, mice, laptop cases, components, peripherals and other technology products.

13.2 Goods will be described as accurately as reasonably possible. Images are for illustration unless stated otherwise. Minor differences in packaging, colour, accessories, manufacturer revisions or software version may occur.

13.3 Used, refurbished, open-box and mixed-condition Goods may show reasonable signs of previous use and may have reduced or no manufacturer warranty, battery wear, cosmetic marks, replacement parts, missing non-essential accessories or different packaging. Any specific grading, condition statement or warranty statement will be set out in the product description or quote.

13.4 Goods remain our property until paid for in full. For Business Customers, risk passes on collection by you, delivery to you, or delivery to the carrier if you arrange or choose the carrier. For Consumers, risk passes when the Goods come into your physical possession or the physical possession of a person you nominate, except where the law says otherwise.

13.5 You must inspect Goods promptly after delivery or collection and tell us about any obvious damage, missing items or incorrect Goods as soon as reasonably possible.

13.6 Manufacturer warranties are separate from any Dalby Tech warranty. Any manufacturer or supplier warranty is provided, administered and fulfilled by the relevant manufacturer or supplier, not by us, unless we expressly state otherwise. We are not responsible for a manufacturer or supplier refusing, delaying, limiting or rejecting a warranty claim except to the extent caused by our breach of contract, our failure to use reasonable care and skill, or where the law otherwise makes us responsible. Your statutory rights remain unaffected.

13.7 Where we state that a computer or configured machine includes a 12-month Dalby Tech parts-and-labour warranty, that voluntary warranty applies only to the complete machine or configured package supplied by us and only on the terms stated in section 12, unless we expressly agree a different warranty in writing.

13.8 Any extended warranty beyond the 12-month Dalby Tech voluntary warranty is provided only if expressly agreed by us in writing or offered by the relevant manufacturer or supplier. Manufacturer or supplier extended warranties may require registration, proof of purchase, serial numbers, return authorisations, direct customer contact with the manufacturer, or compliance with manufacturer terms.

13.9 Electrical safety of goods. We will not knowingly sell or supply unsafe electrical or electronic Goods. Used, refurbished, open-box and mixed-condition Goods are inspected and/or tested with reasonable care and skill as appropriate to the item, age, condition, risk and intended use before supply, but this does not guarantee future lifespan, future performance, prior usage history, cosmetic condition, remaining manufacturer warranty or future compatibility except where the law requires otherwise.

13.10 Plugs, cables, chargers and power supplies. Where we supply mains-powered Goods, we will take reasonable steps to ensure supplied plugs, chargers, power supplies and mains leads are suitable and safe for the Goods supplied. You must not use damaged, incorrect, counterfeit, underrated or unsuitable third-party power equipment with Goods. Except where the law requires otherwise, we are not responsible for issues caused by unsuitable, damaged, modified or unsafe customer-supplied power equipment, sockets, extension leads, mains supplies or environments.

## **14. Prices, payment and late payment**

14.1 Payment is due within 7 days of the invoice date unless we agree otherwise in writing.

14.2 We may require payment in advance, deposits, staged payments, retainers or cleared funds before ordering parts, registering domains, buying licences, buying Goods, starting work, releasing Deliverables, transferring domains, restoring service or returning Devices.

14.3 Third-party costs, including domains, hosting, email, licences, stock assets, software, components, courier charges and supplier fees, may be payable in advance and may be non-refundable once we have committed to them, except where the law requires otherwise.

14.4 Unless stated otherwise, prices are in pounds sterling. VAT, delivery charges, third-party fees, optional extras and mandatory charges will be stated or explained before you are committed to pay where the law requires.

14.5 You must pay invoices in full without deduction, set-off or withholding, except where you are a Consumer exercising a legal right or where the law allows otherwise.

14.6 If an invoice is overdue, we may charge interest and reasonable recovery costs to the maximum extent permitted by law. For Business Customers, we may claim statutory interest, fixed compensation and reasonable recovery costs under late-payment legislation where applicable.

14.7 If payment is overdue, we may suspend or withhold Goods, Services, Devices, Deliverables, passwords, domain transfers, hosting, email, support, licences or account access until payment is made, provided that we act lawfully and, for Consumers, fairly and proportionately.

14.8 You must pay any bank fees, chargeback costs, currency conversion costs or failed-payment charges caused by your payment method, except where prohibited by law.

14.9 A payment dispute does not entitle a Business Customer to withhold payment of undisputed amounts.

14.10 Recurring charges for hosting, domains, email, website-platform plans, maintenance, support, licences, subscriptions and other ongoing Services may increase on renewal, annually, or when third-party supplier charges, taxes, registry fees, registrar fees, platform fees, exchange rates, licence counts, storage usage, bandwidth usage, service levels or support requirements change.

14.11 We will give reasonable notice of discretionary increases for ongoing Services where practicable. If you do not accept a discretionary increase, you may cancel the affected ongoing Service before the increase takes effect, subject to any minimum term, committed third-party costs, non-refundable domain registrations, licences, annual plans, work already performed and any rights you have by law. If you continue using the affected Service after the increase takes effect, you will be treated as accepting the increased charge.

14.12 Where a third-party provider, registrar, registry, software vendor, platform, hosting provider, email provider, payment provider, courier, supplier or tax authority increases, introduces or changes charges outside our reasonable control, we may pass those costs through to you or require payment before renewal or continuation. Failure to pay required recurring or third-party charges may result in suspension, expiry, loss of service, non-renewal, deletion, redemption fees or loss of access, subject to applicable law and the relevant provider terms.

## **15. Delivery, collection, storage and abandoned items**

15.1 Delivery, collection, courier, shipping, call-out and travel charges are payable as stated in the quote or invoice.

15.2 Where we arrange delivery of Goods to a Consumer, we will deliver within the period agreed or, if no period is agreed, within the period required by law.

15.3 If you arrange for a Device or Goods to be shipped to us, you are responsible for suitable packaging, insurance and risk until the item is delivered to us.

15.4 You must collect Devices, Goods and Deliverables promptly when we tell you they are ready. We may require payment in full before release.

15.5 If you do not collect a Device or Goods within 14 days after notice that it is ready, we may charge reasonable storage fees. If you do not collect within 90 days after our final notice, we may treat the item as abandoned and may sell, recycle, securely destroy or otherwise dispose of it in accordance with applicable law. We may deduct unpaid charges, storage costs and disposal costs from any sale proceeds and will account to you for any balance where legally required.

15.6 We may exercise a lien over Devices, Goods and Deliverables in our possession for unpaid charges relating to them or, for Business Customers, any unpaid sums owed to us, to the extent permitted by law.

## **16. Consumer cancellation, returns and refunds**

16.1 This section applies to Consumers only. Business Customer returns are covered by section 17.

16.2 If you buy Goods or Services in person at our premises, you do not have a legal right to cancel or return them just because you change your mind, unless we agree otherwise or the law says otherwise.

16.3 If you buy Goods, Services or Digital Content at a distance or away from our premises, you may have a 14-day cancellation right. Details are in Schedule 1.

16.4 For distance or off-premises sales of Goods, the cancellation period normally ends 14 days after you or someone you nominate receives the Goods. You then normally have 14 days to return the Goods after telling us you wish to cancel.

16.5 For distance or off-premises sales of Services, the cancellation period normally ends 14 days after the contract is made. If you expressly ask us to start work during the cancellation period, you must pay us a proportionate amount for work done up to cancellation. If the Service is fully performed during the cancellation period with your express request and acknowledgement, you may lose the right to cancel.

16.6 For Digital Content not supplied on a tangible medium, you may lose the right to cancel once supply starts if you gave express consent to immediate supply and acknowledged that you would lose the right to cancel.

16.7 Change-of-mind cancellation rights do not apply, or may cease to apply, in certain cases allowed by law, including bespoke or personalised Goods, sealed computer software that has been unsealed after delivery, urgent repair or maintenance visits requested by you in certain circumstances, fully performed Services as explained above, and Digital Content supplied after the required consent and acknowledgement.

16.8 Custom-built computers, configured equipment, bespoke websites, bespoke programming, bespoke graphic design, domain registrations requested by you, personalised Digital Content and similar made-to-order items may be non-cancellable for change of mind to the maximum extent permitted by law once we have started or committed to the work or third-party purchase.

16.9 If you cancel a distance or off-premises order lawfully, we will refund the amount legally required. We may deduct an amount for handling beyond what is necessary to inspect Goods, for missing items, for damage, for reduced value, for Services supplied at your request during the cancellation period, and for other deductions permitted by law.

16.10 Unless the Goods are faulty or the law says otherwise, you are responsible for return delivery costs and for ensuring returned Goods reach us safely.

16.11 Faulty Goods, faulty Digital Content and Services not provided with reasonable care and skill are dealt with under your statutory rights. Please contact us promptly with details of the issue.

16.12 Our returns and refunds policy is in Schedule 2. It is intended to give you the minimum rights required by law, not additional voluntary rights, unless we expressly state otherwise in writing.

## **17. Business Customer returns and warranty position**

17.1 This section applies to Business Customers only.

17.2 Goods and Deliverables are supplied for business use and are not returnable for change of mind unless we expressly agree in writing.

17.3 You must inspect Goods and Deliverables promptly on delivery, collection, launch or completion and notify us in writing of any shortage, incorrect item, transit damage or obvious defect within 3 working days.

17.4 If you do not notify us within that period, you are deemed to have accepted the Goods or Deliverables for obvious issues, although this does not prevent a valid claim for hidden defects that could not reasonably have been discovered on inspection.

17.5 Any warranty for Business Customers is limited to any warranty expressly stated in the quote, the 12-month Dalby Tech voluntary build warranty where it applies to a complete computer system or configured machine, or any manufacturer or supplier warranty that can be passed on or supported. Otherwise, to the maximum extent permitted by law, Goods and Services are supplied without additional warranty beyond the obligations expressly set out in these Terms.

17.6 We may choose whether to repair, replace, reperform, issue credit or refund in response to a valid Business Customer claim, to the maximum extent permitted by law.

17.7 You must obtain a return authorisation before returning Goods. Unauthorised returns may be refused or returned at your cost.

## **18. Intellectual property rights**

18.1 Each party keeps ownership of its pre-existing intellectual property rights.

18.2 You grant us a licence to use, copy, adapt, modify, host, process and display your materials as needed to provide the Goods and Services.

18.3 Unless a Statement of Work expressly says otherwise, and subject to full payment of all related invoices, you receive a non-exclusive, royalty-free licence to use the final approved Deliverables for the agreed purpose, media, territory, duration and scope stated in the quote or Statement of Work, or reasonably apparent from the project. Until full payment is received, you receive only a limited, revocable licence to review the Deliverables for approval.

18.4 No copyright assignment, transfer of ownership, exclusive licence, unrestricted right to modify, unrestricted right to reuse or resell, or supply of editable source files or working files is granted unless expressly stated in a written document signed by us. Any such rights take effect only after full payment of all related invoices.

18.5 For the avoidance of doubt, drafts, rejected concepts, unused materials, working files, source files, layered files, editable files, raw files, project files, templates, internal notes, admin configurations and production materials remain our property unless expressly agreed in writing.

18.6 The licence, assignment or transfer in any Deliverable does not include our background tools, know-how, processes, generic code, libraries, templates, frameworks, pre-existing materials, diagnostic methods, reusable components, ideas, skills, configuration techniques or third-party materials. We and our licensors retain those rights.

18.7 Where Deliverables include third-party materials, open-source software, stock assets, fonts, plugins, themes, libraries, frameworks, platform components or manufacturer/vendor materials, your rights are subject to the relevant third-party licences.

18.8 Unless expressly agreed, we may reuse generic knowledge, ideas, techniques, code patterns, non-confidential components and experience gained during work for you.

18.9 You must not remove our copyright notices, licence notices, security notices, author attribution, plugin licences or third-party attribution where removal would be unlawful or breach licence terms.

18.10 For Business Customers, you indemnify us against all claims, losses, costs and expenses arising from materials, instructions or content you provide that infringe third-party rights, breach law or breach these Terms. For Consumers, you are responsible for losses we suffer as a foreseeable result of your breach of this clause.

18.11 Unless expressly agreed otherwise in writing, any Dalby Tech website credit, attribution, copyright notice, design credit, author credit, licence notice, platform notice or third-party attribution included in Deliverables must not be removed, obscured or altered. This does not prevent a Consumer from exercising any statutory right or prevent removal where we have agreed to provide white-label or no-credit work.

## **19. Third-party services, software and licences**

19.1 Many Services involve third-party products and services, such as Wix, GoDaddy, AnyDesk, Microsoft, Google, Apple, Linux distributions, WordPress, plugins, themes, payment processors, registrars, Nominet, ICANN, hosting providers, cloud services, email providers, DNS providers, courier services, stock-asset libraries, security tools, component manufacturers, distributors and suppliers.

19.2 Third-party products and services are subject to their own terms, privacy notices, acceptable-use policies, licence restrictions, renewal rules, support limits, technical limitations, availability, security measures, prices, cancellation rights and policy changes. We may need to accept or comply with those terms when providing Services to you.

19.3 You must comply with third-party terms. If a third-party provider, platform, registrar, registry, DNS provider, email provider or hosting provider suspends, cancels, changes, withdraws, restricts, refuses, rate-limits, migrates, degrades or interrupts a product or service, we are not responsible except to the extent the issue was caused by our breach of contract, our failure to use reasonable care and skill, or where the law otherwise makes us responsible.

19.4 We may pass through or recharge third-party price increases, taxes, fees, exchange-rate changes, renewal charges, redemption fees, licence charges, supplier costs and charges for additional storage, features, mailboxes, domains, bandwidth, apps, plugins or platform plans.

19.5 We are not required to supply, maintain, support or continue using any third-party product or service that becomes unlawful, unsupported, insecure, unavailable, uneconomic, incompatible, unsuitable, withdrawn or materially changed. Where reasonably practicable, we may offer alternative options, migration assistance or remedial work, which may be chargeable unless the need for the work was caused by our breach of contract or failure to use reasonable care and skill.

## **20. Acceptable use and prohibited use**

20.1 You must use Goods, Services and Deliverables lawfully and responsibly.

20.2 You must not use or permit use of our Services for any prohibited purpose listed in Schedule 5.

20.3 We may investigate suspected misuse, remove or disable content, suspend services, refuse work, preserve evidence, notify affected providers, notify authorities, or terminate services where we reasonably believe misuse has occurred or may occur.

20.4 You are responsible for all use of your accounts, credentials, hosting, email, domains, website, network and Devices, whether authorised by you or not, unless the unauthorised use is caused by our breach of contract or failure to use reasonable care and skill.

## **21. Security, backups and data loss**

21.1 No IT system, website, hosting platform, email service, Device, network or security measure is completely secure or immune from faults, malware, compromise, data loss, corruption or downtime.

21.2 You must maintain independent, current and tested backups of all important data, systems, email, websites, databases, Devices and configurations unless we expressly agree to provide a specific backup service.

21.3 A backup service, if provided, is limited to the frequency, retention and scope stated in the relevant service plan. Backups may fail, be incomplete, be corrupted, be overwritten, or be unavailable if the underlying service is compromised.

21.4 Backup, transfer, migration, restoration and cloning limitations. Where we agree to perform backup, data-transfer, migration, restoration, cloning or similar services, we will use reasonable care and skill, but such services may be limited by Device condition, storage condition, encryption, permissions, passwords, file corruption, malware, operating-system faults, cloud-provider restrictions, mailbox limits, software compatibility, hidden files, application data structures, database formats, licence restrictions, user-profile corruption, third-party platform limitations and other technical factors outside our reasonable control. Unless we expressly agree otherwise in writing, we do not guarantee that every file, email, message, contact, calendar item, database entry, application, licence, setting, preference, user profile, metadata, hidden file, recovery partition, password, browser session or configuration will be copied, preserved, restored or remain usable. You are responsible for checking that any backup, transfer, migration or restoration contains the data you require before deleting, wiping, disposing of, reformatting, returning, repurposing or ceasing to use the original Device, account, mailbox, website, server, storage media or service.

21.5 We may recommend security controls, but you are responsible for deciding whether to implement them unless we are contracted to do so. Recommended controls may include updates, strong passwords, multi-factor authentication, backups, endpoint protection, firewalls, encryption, user training, least-privilege access, monitoring and incident response planning.

21.6 We are not responsible for avoidable data loss, corruption, loss of settings, loss of access or downtime where you failed to keep a suitable backup, failed to follow advice, supplied incorrect instructions, removed security controls, ignored warnings, allowed third-party access, failed to supervise remote access, failed to revoke remote-access credentials, exposed unrelated data during a remote session or failed to provide required permissions or authentication, except to the extent caused by our failure to use reasonable care and skill or where the law otherwise makes us responsible.

21.7 If we become aware of a suspected security incident affecting your Services, we will take reasonable steps appropriate to the Services provided and the information available to us. Incident response, forensic analysis, recovery, rebuilds, legal support, regulatory notification, customer notification and public relations support are chargeable unless expressly included or required by law.

## **22. Confidentiality**

22.1 Each party must keep the other party's confidential information confidential and use it only for the purpose of performing or receiving Goods or Services, except where disclosure is required by law, regulation, court order, professional adviser, insurer, subcontractor, provider, employee or contractor who needs to know it and is bound by confidentiality.

22.2 Confidential information does not include information that is public other than through breach, already lawfully known, independently developed without using confidential information, or lawfully received from another source.

22.3 This clause does not prevent us from using general skills, knowledge, experience, ideas and know-how gained in the ordinary course of providing Services, provided we do not disclose your confidential information.

## **23. Data protection**

23.1 Each party must comply with applicable data protection law.

23.2 When we process personal data for our own business purposes, such as customer administration, billing, marketing, enquiries, accounts, complaints and legal compliance, we act as a controller. Our privacy notice explains that processing.

23.3 When we process personal data on behalf of a Business Customer as processor, Schedule 4 applies and forms part of the contract.

23.4 When a Consumer gives us access to personal data stored on a Device or in an account for repair or support, we will handle that data only as reasonably necessary to provide the service, comply with law, protect rights, investigate misuse or as otherwise agreed.

23.5 You must not give us access to special-category data, criminal-offence data, children's data, medical data, financial account data, payment card data or highly confidential third-party data unless it is strictly necessary and you have told us in advance. During remote support, you must close or hide information that is not needed for the agreed work.

23.6 You are responsible for ensuring that you have a lawful basis and all required notices, consents and authorisations for providing personal data to us.

23.7 We may use subcontractors and third-party providers as described in these Terms and Schedule 4.

## **24. Suspension and termination**

24.1 Either party may terminate a one-off Service once completed. Ongoing Services continue for the minimum term or billing period stated in the order, service plan or renewal notice.

24.2 Unless a service plan says otherwise, ongoing monthly Services may be cancelled by either party on 30 days' written notice. Annual, domain, licence and other fixed-term or prepaid services may not be cancellable or refundable after renewal or purchase except where the law requires otherwise or we agree in writing.

24.3 We may suspend or terminate Services immediately if: (a) payment is overdue; (b) you breach these Terms; (c) you misuse Services; (d) you create a security, legal, operational or reputational risk; (e) a third-party provider requires it; (f) we reasonably suspect fraud or unlawful activity; (g) continued service would breach law or provider terms; or (h) urgent action is needed to protect systems, data or others.

24.4 Where reasonably practicable and lawful, we will give notice and an opportunity to remedy before suspension or termination for non-payment or breach. We may act without notice for urgent security, legal, abuse or provider reasons.

24.5 On termination, you must pay all outstanding charges, committed third-party costs, work performed, expenses, storage fees, recovery fees, migration fees and other sums due.

24.6 Termination does not affect rights and obligations that have already arisen or provisions intended to survive termination, including payment, confidentiality, intellectual property, data protection, acceptable use, liability limits, governing law and dispute provisions.

## **25. Liability**

25.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights where exclusion is not

permitted, defective products where liability cannot be excluded, or any other liability that cannot legally be limited or excluded.

25.2 Consumer liability position. If you are a Consumer, we are responsible for losses you suffer that are a foreseeable result of our breach of contract or our failure to use reasonable care and skill. We are not responsible for losses that are not foreseeable, losses caused by your breach, losses caused by third parties, or business losses suffered by a Consumer, such as loss of profit, business interruption, loss of business opportunity or loss of goodwill.

25.3 Consumer data-loss position. If you are a Consumer, you should back up data before we work on any Device or service. We are not responsible for data loss that you could reasonably have avoided by following our advice to back up or by keeping your own backup, unless the data loss is caused by our failure to use reasonable care and skill.

25.4 Business Customer exclusions. Subject to clause 25.1, we are not liable to a Business Customer for loss of profit, loss of revenue, loss of sales, loss of business, loss of contracts, loss of anticipated savings, loss of goodwill, loss of reputation, loss or corruption of data, loss of use, wasted management time, business interruption, indirect loss, consequential loss or punitive damages, whether arising in contract, tort, negligence, breach of statutory duty or otherwise.

25.5 Business Customer cap. Subject to clause 25.1, our total aggregate liability to a Business Customer arising out of or in connection with an order, Service, Goods, Device, Deliverable or series of related events is limited to the greater of: (a) the total fees paid or payable to us for the specific Goods or Services giving rise to the claim in the 12 months before the first event giving rise to liability; and (b) GBP 1,000.

25.6 Third-party services and remote-access tools. Subject to clause 25.1 and any Consumer statutory rights, we are not liable for failures, outages, suspensions, data loss, delivery failures, DNS issues, email filtering, spam blacklisting, platform restrictions, feature withdrawals, price changes, policy changes, account decisions, registry or registrar action, remote-access connection failures, security warnings, blocked sessions, provider authentication requirements, remote-access software bugs, latency, provider security controls, account lockouts, security incidents or other acts or omissions of third-party providers, platforms, registrars, registries, DNS providers, hosting providers, email providers or remote-access software providers, including AnyDesk, Microsoft Quick Assist, TeamViewer, Wix, GoDaddy or similar providers, except to the extent caused by our breach of contract, our failure to use reasonable care and skill, or where the law otherwise makes us responsible. For Business Customers, where a claim relates to a third-party product, service or remote-access tool, our liability is limited to the remedies we can reasonably obtain from that third party or the amount we charged you for that third-party product, service or tool, whichever is greater.

25.7 You are responsible for losses, costs, claims and expenses we suffer as a result of your breach of these Terms, unlawful instructions, misuse, infringement, failure to provide accurate information, failure to back up, failure to pay, or failure to comply with third-party terms. For Consumers, this responsibility applies only to losses that are a foreseeable result of the breach.

25.8 Each party must take reasonable steps to reduce or avoid losses.

25.9 The limits and exclusions in this section are intended to be read as separate provisions. If any limit or exclusion is unenforceable, the remaining limits and exclusions continue to apply.

## **26. Complaints, ADR and notices**

26.1 If you have a complaint, please contact us at [josh@dalby-tech.co.uk](mailto:josh@dalby-tech.co.uk), by phone on 07826 856563, or by post at 42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY. Please include your name, contact details, order or invoice number, Device details where relevant, and a clear description of the issue.

26.2 We will try to resolve complaints promptly and fairly. We may ask for evidence, photographs, remote access, inspection of Goods or Devices, system logs, account access or further information.

26.3 If you are a Consumer and we cannot resolve a dispute through our complaints process, we will provide information about a relevant certified or approved Alternative Dispute Resolution provider where the law requires us to do so. Unless we are required by law or have agreed in writing to use a particular ADR scheme, we are not obliged to participate in ADR.

26.4 Notices to us must be sent to the contact details above unless we notify you of updated details. Notices to you may be sent to the email address, postal address, account, ticket, domain registrant email or other contact details you provided.

26.5 Email notices are treated as received on the next working day after sending unless the sender receives a delivery failure. Postal notices are treated as received two working days after posting by first-class post within the UK.

## **27. General legal terms**

27.1 Force majeure. We are not liable for delay or failure caused by events outside our reasonable control, including supplier failure, power failure, internet outage, network failure, remote-access platform outage, cyber attack, malware outbreak, denial-of-service attack, fire, flood, severe weather, industrial dispute, transport disruption, epidemic, pandemic, war, terrorism, civil unrest, legal restriction, regulatory action, domain registry action, hosting provider action or shortage of parts.

27.2 Assignment. You may not assign or transfer your rights or obligations without our written consent. We may assign, transfer or subcontract our rights and obligations where this does not reduce Consumer statutory rights.

27.3 Severance. If any provision is invalid or unenforceable, the remaining provisions continue in force and the invalid provision will be replaced or interpreted to achieve, as far as legally possible, the original commercial purpose.

27.4 No waiver. A delay or failure to enforce a right is not a waiver of that right.

27.5 Third-party rights. Except where these Terms expressly say otherwise, no person other than you and us has rights under these Terms.

27.6 Entire agreement for Business Customers. If you are a Business Customer, the contract between you and us contains the entire agreement about the relevant Goods and Services and replaces previous discussions, proposals and representations, except for fraud or fraudulent misrepresentation.

27.7 Consumer representations. If you are a Consumer, nothing in these Terms excludes liability for statements or commitments that are legally binding under consumer law.

27.8 Governing law. These Terms and any dispute or claim arising from them are governed by the law of England and Wales. If you are a Consumer, you retain any mandatory rights under the law of the part of the UK where you live.

27.9 Courts. The courts of England and Wales have jurisdiction. If you are a Consumer living in Scotland or Northern Ireland, you may also bring proceedings in the courts of the part of the UK where you live where mandatory law allows.

## **Schedule 1. Consumer cancellation instructions and model cancellation form**

*This schedule applies only where you are a Consumer and the law gives you a cancellation right, such as certain distance or off-premises contracts.*

### **1. Your right to cancel**

You may have the right to cancel a contract without giving any reason within 14 days. The cancellation period depends on what you bought.

For Goods, the cancellation period normally ends 14 days after the day on which you or someone you nominate receives the Goods. If Goods are delivered in multiple deliveries, the period may run from the final delivery.

For Services, the cancellation period normally ends 14 days after the day the contract is made.

For Digital Content not supplied on a tangible medium, the cancellation period normally ends 14 days after the day the contract is made, unless you lose the right to cancel because supply starts with your express consent and acknowledgement.

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement, such as email or post. You may use the model cancellation form below, but you do not have to.

### **2. Starting Services during the cancellation period**

If you ask us to start Services during the cancellation period, you must pay us a proportionate amount for the Services supplied up to the time you tell us you wish to cancel, compared with the full contract price.

If the Services are fully performed during the cancellation period after your express request and acknowledgement that you will lose the right to cancel once fully performed, you will lose the right to cancel.

For urgent repairs or maintenance requested by you, cancellation rights may be limited to the maximum extent permitted by law.

### **3. Digital Content**

If you want us to supply Digital Content immediately during the cancellation period, we may ask you to give express consent to immediate supply and acknowledge that you will lose your right to cancel once supply begins.

If we do not obtain the legally required consent and acknowledgement, you may retain cancellation rights required by law.

### **4. Goods excluded from change-of-mind cancellation**

The right to cancel does not apply to Goods made to your specifications or clearly personalised, such as custom-built computers, configured equipment, personalised accessories or bespoke physical items, except where faulty or where the law says otherwise.

The right to cancel may not apply to sealed computer software or similar sealed digital media if it becomes unsealed after delivery.

The right to cancel does not affect statutory rights for faulty Goods or Goods not as described.

### **5. Effects of cancellation**

If you cancel lawfully, we will refund payments received from you that the law requires us to refund, including standard delivery charges where applicable. We do not have to refund extra costs for a delivery method more expensive than our standard delivery option.

We may reduce the refund for loss in value of Goods caused by handling beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

We may withhold the refund until we have received the Goods back or you have supplied evidence of having sent them back, whichever is earlier, where the law allows.

You must send Goods back without undue delay and in any event not later than 14 days after telling us you cancel, unless we have offered to collect them.

Unless Goods are faulty or the law says otherwise, you must bear the direct cost of returning Goods.

## 6. Model cancellation form

*Complete and return this form only if you wish to cancel a contract where you have a legal right to cancel.*

**To: Joshua Michael Dalby trading as Dalby Tech, a sole trader, 42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY; email: [josh@dalby-tech.co.uk](mailto:josh@dalby-tech.co.uk)**

I/We hereby give notice that I/we cancel my/our contract for the supply of the following goods/services/digital content:

Ordered on / received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

## **Schedule 2. Returns and refunds policy**

*This policy is intended to provide only the minimum returns and refunds required by law unless we expressly agree additional rights in writing.*

### **1. Consumer change-of-mind returns for in-person purchases**

We do not accept change-of-mind returns for Goods bought in person at our premises unless we agree otherwise or the law requires it.

### **2. Consumer distance/off-premises returns**

Where you have a legal cancellation right, you must tell us within the cancellation period, return Goods within the required return period and comply with Schedule 1.

### **3. Faulty Goods**

If Goods are faulty, not as described or otherwise fail to meet Consumer statutory rights, please contact us promptly. We will provide the remedy required by law, which may include repair, replacement, price reduction, refund or other remedy depending on the circumstances.

### **4. Services**

If Services are not supplied with reasonable care and skill or do not match legally binding information, Consumers may have statutory remedies. We may be entitled to reperform the Service or provide the remedy required by law.

### **5. Digital Content**

If Digital Content is faulty, Consumers may have statutory rights to repair, replacement, price reduction or refund where required by law.

### **6. Business Customer returns**

Business Customers have no change-of-mind return rights. Returns require our prior written authorisation and are subject to section 17.

### **7. Condition of returns**

Returned Goods must include all accessories, packaging, manuals, licences, activation codes, gifts and bundled items supplied, unless the issue is that they were not supplied. We may deduct for damage, missing items or handling beyond what the law allows.

### **8. Data and returns**

You must remove personal data, passwords, accounts, SIM cards, memory cards and storage devices from returned Goods where possible. We are not responsible for data left on returned Goods except to the extent required by law.

### **9. Refund method**

Refunds will normally be made using the same payment method used for purchase unless we agree otherwise or the law permits another method.

### **10. Non-refundable costs**

To the maximum extent permitted by law, we do not refund diagnostic fees, labour already performed, bespoke work, domain registrations, third-party costs already committed, digital downloads already supplied after valid consent, or services supplied at your request during the cancellation period.

## **Schedule 3. Service-specific terms**

### **1. Domain names**

Domain names are registered and renewed through third-party registrars and registries, such as GoDaddy, Nominet or other providers. We act as your supplier, administrator or agent depending on the order structure and do not operate the underlying registrar, registry or DNS infrastructure.

You must provide accurate registrant details and keep them up to date. Failure to verify registrant details may cause suspension or loss of the domain.

Domain registration and renewal fees are normally non-refundable once committed, except where the law requires otherwise.

Domain transfers may require cooperation, identity checks, unlocking, authorisation codes, payment of outstanding invoices and compliance with registry rules.

Domain disputes, verification checks, suspensions, transfer locks, redemption periods and registry or registrar decisions are handled under applicable provider, registry or registrar policies. We are not responsible for domain-name disputes or provider decisions caused by your choice, use or control of a domain, except to the extent caused by our breach of contract or failure to use reasonable care and skill.

### **2. Hosting**

Hosting, website platform and related plans may be supplied through third-party providers such as Wix, GoDaddy or other hosting, cloud or website-builder providers. Those plans may have limits on storage, bandwidth, CPU, memory, email sending, databases, backups, file counts, software versions, apps, features and acceptable use.

We may require you to upgrade, change plan, reduce usage or modify configuration if your service exceeds reasonable limits, breaches provider rules, affects deliverability, affects other customers, providers or systems, or creates security or operational risk.

We may apply or request security patches, platform updates, software version changes, DNS changes, server or platform migrations, firewall rules, malware scans and emergency mitigations where reasonably necessary or required by a third-party provider.

We may remove, quarantine or disable infected, vulnerable, unlawful or abusive files, accounts, mailboxes or scripts.

### **3. Email hosting**

Email services may be supplied or controlled by third-party providers such as GoDaddy, Microsoft, Google or other email providers. They are subject to sending limits, storage limits, anti-spam rules, fair use, provider policies, deliverability controls, authentication requirements and acceptable-use requirements.

You must not send unsolicited bulk email, purchased-list marketing, phishing emails, malware, spoofed emails or unlawful communications.

We or the relevant provider may suspend or restrict mailboxes or domains involved in spam, compromise, high bounce rates, blacklist events, suspicious activity, abuse reports, failed verification or provider complaints.

### **4. Website design and build**

Unless expressly included, you are responsible for providing website content, images, legal policies, product information, prices, tax information, privacy and cookie wording, accessibility requirements and

regulatory information. Where we build or maintain a site using Wix or a similar platform, the website is subject to that platform's tools, templates, apps, hosting, features, limits, availability and terms.

Websites are tested on current mainstream browsers and devices as agreed. We do not guarantee identical appearance or function across all browsers, devices, assistive technologies, search engines, platform updates or future versions.

SEO work, analytics, advertising setup, ecommerce setup, payment integration, accessibility auditing, privacy/cookie compliance and ongoing maintenance are included only if expressly stated.

After launch, changes, content updates, fixes caused by Wix, GoDaddy, plugins, apps, APIs, browser changes or other third-party changes, compatibility updates, security hardening, malware removal and support are chargeable unless included in a maintenance plan or required because of our breach of contract or failure to use reasonable care and skill.

Where we include a Dalby Tech credit on a website, it will normally be discreet and may include a link to our website. A no-credit or white-label requirement must be agreed in writing and may affect the price.

## **5. Programming and integrations**

Third-party APIs, apps, integrations, DNS services, email services, payment services and website-builder features may change, break, be rate-limited, require paid accounts, be withdrawn or become subject to new terms. We are not responsible for third-party changes except to the extent caused by our breach of contract or failure to use reasonable care and skill.

Unless expressly agreed, we do not provide source-control hosting, deployment pipeline, automated tests, security audit, penetration test, warranty period, service level agreement or ongoing maintenance.

## **6. Consultancy**

Consultancy is advisory unless implementation is expressly included. You remain responsible for business decisions and for obtaining specialist legal, tax, financial, regulatory or security advice where needed.

### **7. Computer builds, parts and manufacturer warranties**

Computer builds may be supplied using new, refurbished, used, open-box, compatible or mixed-condition parts depending on the quote, specification, availability, budget and turnaround agreed. Unless the quote expressly states that only new parts will be used, acceptance of the quote authorises us to use suitable refurbished, used, open-box, compatible or equivalent parts where necessary to fulfil the order, provided the resulting Goods are of satisfactory quality, fit for purpose and match the description given.

We will not knowingly supply unsafe electrical or electronic Goods or parts. Refurbished, used, open-box and mixed-condition parts supplied by us are inspected and/or tested with reasonable care and skill as appropriate, but may have prior use, limited history, shorter remaining life, cosmetic wear and reduced or no manufacturer warranty. Except where the law requires otherwise, we do not guarantee their future lifespan, previous usage history, remaining manufacturer warranty or freedom from future age-related failure.

If a specific brand, model, capacity, condition, cosmetic grade or performance level is essential, you must tell us before accepting the quote and it must be recorded in writing. We are not responsible for failing to meet unstated preferences or assumptions.

Complete computer systems built or substantially configured by us include the 12-month Dalby Tech voluntary parts-and-labour warranty described in section 12 unless the quote states otherwise. Manufacturer warranties for individual components, including longer warranties on items such as SSDs,

graphics cards, power supplies or motherboards, are separate manufacturer or supplier promises and are not extended Dalby Tech warranties.

We may assist with manufacturer warranty information where reasonably practicable, but manufacturer warranty claims, approval, repair, replacement, shipping requirements, processing time, refusal, limitation and outcome are controlled by the manufacturer or supplier. Labour for removal, refitting, diagnosis, configuration or data work connected with a manufacturer warranty claim is chargeable unless covered by the Dalby Tech voluntary warranty, covered by the manufacturer or supplier, required by law, or agreed otherwise in writing.

## **Schedule 4. Data Processing Addendum**

*This Schedule applies when a Business Customer is a controller and Dalby Tech processes personal data on behalf of that Business Customer as processor. It is not a complete public privacy notice.*

### **1. Roles**

The Business Customer is the controller and Dalby Tech is the processor for the relevant customer personal data, except where Dalby Tech processes personal data as controller for its own business purposes.

The parties will comply with UK data protection law, including the UK GDPR and Data Protection Act 2018 as applicable.

### **2. Processing details**

Subject matter: IT support, remote support, repairs, diagnostics, website hosting, email hosting, domain management, programming, consultancy, maintenance, backups, migration and related services.

Duration: for the term of the relevant Services and any post-termination retention period needed for backup, legal, accounting, dispute, security or handover purposes.

Nature and purpose: access, viewing, storage, transmission, hosting, copying, backup, restoration, deletion, modification, troubleshooting, migration, configuration, security monitoring and technical support.

Types of personal data: names, contact details, email addresses, usernames, user IDs, IP addresses, logs, website content, email content, files, documents, account data, device data, business records, support tickets and any other data the Business Customer places in systems we support.

Categories of data subjects: the Business Customer, its staff, contractors, customers, prospects, suppliers, website visitors, email users and other individuals whose data is stored in systems we support.

Special-category data: not expected unless the Business Customer places it in relevant systems or specifically asks us to process it. The Business Customer must tell us before giving us access to such data.

### **3. Documented instructions**

We will process personal data only on the Business Customer's documented instructions, including these Terms, the Statement of Work, tickets, emails and reasonable instructions given during support, unless UK law requires otherwise.

If we believe an instruction infringes data protection law, we will inform the Business Customer unless law prevents us from doing so.

### **4. Confidentiality and people**

We will ensure that people authorised to process personal data are subject to confidentiality obligations.

We will take reasonable steps to ensure authorised personnel process personal data only as necessary for the Services.

### **5. Security**

We will implement appropriate technical and organisational measures taking into account the nature of the Services, the risk, the state of the art and the costs of implementation.

Security measures may include access controls, password protection, multi-factor authentication where available, remote-access controls, encryption where appropriate, secure deletion practices, patching, provider security controls and staff confidentiality.

The Business Customer remains responsible for its own user management, password policies, endpoint security, backup strategy, lawful basis, privacy notices and compliance unless expressly included in the Services.

## **6. Sub-processors**

The Business Customer gives general written authorisation for us to use sub-processors and third-party providers needed to provide the Services, including Wix, GoDaddy, hosting providers, domain registrars, DNS providers, email providers, cloud providers, backup providers, remote-support providers, software vendors, payment processors, couriers, contractors and professional advisers.

We will impose data-protection obligations on sub-processors that provide an appropriate level of protection for the relevant processing.

We remain responsible to the Business Customer for sub-processor processing as required by data protection law.

If the Business Customer reasonably objects to a new sub-processor, the parties will work in good faith to find a reasonable solution. If no reasonable solution is available, either party may terminate the affected Service on reasonable notice, subject to payment of non-cancellable third-party costs.

## **7. International transfers**

We will not knowingly transfer personal data outside the UK unless appropriate safeguards or a lawful transfer mechanism applies or the Business Customer instructs us to use a service that involves such transfer.

## **8. Assistance**

Taking into account the nature of processing and information available to us, we will provide reasonable assistance with data-subject requests, security obligations, data protection impact assessments, prior consultation and breach response. Assistance beyond standard support is chargeable unless caused by our breach.

## **9. Personal data breaches**

We will notify the Business Customer without undue delay after becoming aware of a personal data breach affecting personal data processed on behalf of the Business Customer.

The notification will include information reasonably available to us. We may provide information in stages as it becomes available.

The Business Customer is responsible for deciding whether to notify the ICO, data subjects or others, unless law requires us to notify directly.

## **10. Return and deletion**

At the end of the Services, at the Business Customer's choice and subject to payment of charges, legal retention, technical feasibility and third-party terms, we will delete or return personal data processed as processor.

Routine backup copies may persist until overwritten or deleted in accordance with backup cycles, provided they remain protected and are not restored except as necessary.

## **11. Audits and information**

We will make available information reasonably necessary to demonstrate compliance with this Schedule. Audits must be reasonable, on at least 30 days' notice, during normal business hours, no more than once per year unless required after a serious incident, and subject to confidentiality and security requirements.

On-site audits are chargeable unless required because of our material breach.

## **12. Customer responsibilities**

The Business Customer warrants that it has a lawful basis for processing, has provided required privacy information, has obtained required consents, and has authority to instruct us to process the personal data.

The Business Customer must not instruct us to process personal data unlawfully or in a way that would cause us to breach data protection law.

## **Schedule 5. Acceptable Use Policy**

You must not use any Goods, Services, hosting, email, domains, websites, remote support, software, Deliverables or systems supplied or managed by us for any of the following:

- Illegal, fraudulent, deceptive, harmful or abusive activity.
- Malware, ransomware, spyware, botnets, credential theft, phishing, spoofing, hacking, unauthorised access, vulnerability exploitation or denial-of-service activity.
- Sending spam, unsolicited bulk email, purchased-list marketing, misleading marketing, unlawful electronic marketing or messages that breach provider rules.
- Hosting, sending, processing or linking to unlawful, infringing, defamatory, obscene, hateful, discriminatory, harassing, exploitative, violent, terrorist or extremist content.
- Infringing intellectual property rights, privacy rights, data protection rights, confidentiality obligations or trade secrets.
- Impersonation, false identity, misleading domain use, fake reviews, hidden advertising, deceptive pricing or unfair trading.
- Excessive resource use, cryptocurrency mining, scraping, scanning, crawling, automation or bulk activity without permission.
- Interference with other users, networks, systems, suppliers, registries, providers or security controls.
- Storage or processing of highly sensitive data unless the service is expressly designed and agreed for that purpose.
- Any activity that causes or may cause us or our providers to breach law, regulation, contract, acceptable-use policy, sanctions, export controls or security requirements.

We may suspend, restrict, remove or terminate Services if we reasonably believe this policy has been or may be breached.

## Schedule 6. Repair intake and customer authorisation wording

*This schedule sets out standard repair booking, ticket and intake wording for repair, diagnostic, support and device work.*

### 1. Customer authorisation

- I confirm that I own the Device or am authorised by the owner to instruct Dalby Tech to inspect and work on it.
- I authorise Dalby Tech to diagnose, test, open, disassemble, repair, configure, update, reset, reinstall, wipe, replace or substitute parts where authorised by the quote or Terms, connect to networks, use diagnostic tools and take reasonable technical steps needed for the requested work.
- I understand that repair, diagnostics, upgrades, data recovery, malware removal, liquid-damage work, operating-system work and remote support can risk data loss, loss of settings, loss of access, downtime, incompatibility or further fault exposure, and that I am responsible for backing up data before work begins unless Dalby Tech has expressly agreed to provide backup services.
- I confirm that I have backed up all important data or accept the risk of proceeding without a backup.
- If Dalby Tech performs any backup, transfer, migration, restoration or cloning, I understand that it may be incomplete or technically limited, and I am responsible for checking the transferred or restored data before deleting, wiping, disposing of, reformatting or ceasing to use the original device, account, storage media or service.
- I confirm that I have told Dalby Tech about any known liquid damage, battery swelling, electrical fault, overheating, previous repair, password lock, encryption, business-critical use or special handling requirement.
- Where refurbished, used, open-box, compatible or mixed-condition parts are supplied or used, I understand that they may have prior use, cosmetic wear, limited history, shorter remaining life and reduced or no manufacturer warranty, but that Dalby Tech will not knowingly supply unsafe electrical goods and will inspect and/or test supplied parts with reasonable care and skill as appropriate.
- I understand that diagnostic fees, call-out fees, data-recovery attempts and labour already performed may be payable even if repair is not possible or economical, unless Dalby Tech agrees otherwise in writing.
- I understand that work may affect manufacturer warranty, extended warranty, software licensing, water resistance, trade-in value or manufacturer support, and that manufacturer warranties are separate from any Dalby Tech warranty unless Dalby Tech expressly states otherwise.
- I agree to pay all approved charges and understand that Dalby Tech may retain the Device until payment is made, to the extent permitted by law.

### 2. Intake fields

Field	Details
Customer name	
Contact details	
Device make/model/serial	
Accessories supplied	
Reported fault	
Known damage/history	
Data backup confirmed?	Yes / No
Password/access details method	Provided separately / Not required / Customer to enter
Estimated diagnostic fee	

Customer signature/date	
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