

DALBY TECH

WEBSITE TERMS OF USE

Joshua Michael Dalby trading as Dalby Tech | Public website terms for website visitors

Document control	
Document title	Dalby Tech Website Terms of Use
Website operator	Joshua Michael Dalby trading as Dalby Tech
Status	Public website terms
Website	www.dalby-tech.co.uk
Contact email	josh@dalby-tech.co.uk
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These terms should be linked from the Dalby Tech website footer and made available to website visitors in a format they can save or print.

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www.dalby-tech.co.uk is a website operated by Joshua Michael Dalby trading as Dalby Tech. In these Website Terms of Use, "Dalby Tech", "we", "us" and "our" mean Joshua Michael Dalby trading as Dalby Tech.

These terms govern use of the public Dalby Tech website. Our website is provided for general information and contact/enquiry purposes only. We do not currently take orders, payments or form binding contracts directly through the website. They do not, by themselves, create a contract for the supply of goods, repairs, remote support, website services, hosting, domain services, email services, consultancy, programming, graphic design or any other paid service. Supply of goods and services is governed by Dalby Tech's Terms and Conditions of Supply, any accepted quote, any statement of work, any job sheet and any other written agreement that applies.

1. Who we are and how to contact us

Dalby Tech provides computer and technology repairs, remote support, home visits, web design, graphic design, website maintenance, email hosting, domain support and related services.

Role	Details
Website operator	Joshua Michael Dalby trading as Dalby Tech
Trading name	Dalby Tech
Website	www.dalby-tech.co.uk
Email	josh@dalby-tech.co.uk
Phone	07826 856563
Postal address	42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY

2. About these website terms

These Website Terms of Use apply when you access, browse, use, link to, interact with or submit information through the Dalby Tech website.

They are intended to protect the website, its content, our business, our customers and other visitors. They should be read together with our Privacy and Cookie Notice and, where you buy, book or request goods or services from us, our Terms and Conditions of Supply.

If there is any conflict between these Website Terms of Use and Dalby Tech's Terms and Conditions of Supply in relation to any goods or services supplied by Dalby Tech, the Terms and Conditions of Supply will take priority for that supply contract.

3. By using our site you accept these terms

By using our site, you confirm that you accept these Website Terms of Use and agree to comply with them. If you do not agree to these terms, you must not use our site.

We recommend that you save or print a copy of these terms for future reference.

4. Other terms, policies and contracts that may apply

The following additional terms, policies or documents may apply:

- our Privacy and Cookie Notice, which explains how we collect, use, store and protect personal data and how cookies and similar technologies are used on the site;
- our Terms and Conditions of Supply, which apply where you buy goods or services, accept a quote, book a repair, request remote support, order a website, domain, email, hosting, design, programming, consultancy or other service, or otherwise instruct us to carry out work;
- any quote, order confirmation, job sheet, repair authorisation, statement of work, project specification, service schedule, hosting schedule, warranty note or written agreement that applies to a particular job or service; and
- the terms and policies of third-party providers used in connection with our site or services, such as Wix, Usercentrics, Google, GoDaddy, SumUp, Sage or other providers where relevant.

Nothing in these Website Terms of Use affects any statutory rights you may have as a consumer.

5. Changes to these terms and to our site

We may amend these Website Terms of Use from time to time. Every time you use our site, please check these terms to ensure that you understand the terms that apply at that time. These terms were most recently updated on the date shown in the document control section.

We may update, change, suspend, remove, replace or withdraw any part of our site at any time to reflect changes to our business, services, website platform, legal requirements, technical requirements, security needs or user needs.

We do not guarantee that our site, or any content on it, will always be available, uninterrupted, error-free, secure, complete or up to date.

6. Availability of our site

Our site is made available free of charge. We may suspend, withdraw, restrict or change all or any part of the site without notice. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period, except where the law does not allow us to exclude or limit liability.

Our site may depend on third-party website, hosting, security, consent-management, analytics, domain, DNS, email, payment or platform services. We are not responsible for outages, technical failures, delays, defects, security restrictions, provider decisions or platform changes caused by third-party providers, except where the law does not allow us to exclude or limit responsibility.

7. Geographic scope of our site

Our site is directed primarily at people and businesses in the United Kingdom. We do not represent that content available on or through our site is appropriate for use, lawful or available in other locations.

If you access our site from outside the United Kingdom, you are responsible for complying with any local laws that apply to you.

8. Information on our site is not professional advice

The content on our site is provided for general information only. It is not intended to amount to legal, financial, accounting, tax, cyber-security, medical, insurance or other professional advice on which you should rely.

Technical, repair, compatibility, hosting, domain, email, software, security or website information on our site may be general in nature and may not be suitable for your specific circumstances. You should obtain specific advice or a specific quote before taking or refraining from any action based on website content.

Although we make reasonable efforts to update information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, current, compatible with your systems or suitable for any particular purpose.

9. Quotes, bookings and service information on our site

Descriptions of services, goods, prices, availability, turnaround times, offers, warranties, examples, case studies or results on our site are provided for general information only and are not binding unless confirmed by us in writing as part of an accepted quote, order confirmation, invoice, job sheet, statement of work or other written agreement.

Submitting a contact form, enquiry, booking request, support request or quote request through our site does not by itself create a contract for goods or services. A contract is formed only in accordance with Dalby Tech's Terms and Conditions of Supply or another written agreement that applies.

If pricing or service information on the site contains an error, we may correct the error and are not obliged to supply goods or services at an incorrect price unless a binding contract has already been formed and the law requires otherwise.

10. Accounts, passwords and security details

If you choose, or are provided with, a user identification code, password, access link or any other security information in connection with our site, you must treat that information as confidential. You must not disclose it to any third party unless authorised.

We may disable any user identification code, password, link, access permission or account at any time if, in our reasonable opinion, you have failed to comply with these Website Terms of Use, a security risk exists, or we need to do so to protect our site, systems, business, customers or other users.

If you know or suspect that anyone other than you knows your user identification code, password or access details, you must contact us promptly.

11. Intellectual property rights in our site and content

We are the owner or licensee of all intellectual property rights in our site and in the material published on it, including text, graphics, logos, designs, photographs, images, icons, layouts, branding, downloadable materials, software, code, databases and other content. Those works are protected by copyright, trade mark and other intellectual property laws. All rights are reserved.

You may print off one copy, and may download extracts, of any page from our site for your personal use. You may also draw the attention of others within your organisation to content posted on our site.

You must not:

- modify the paper or digital copies of any materials you have printed off or downloaded from our site;
- use any illustrations, photographs, video, audio, graphics or other media separately from any accompanying text;
- remove copyright, trade mark, attribution or proprietary notices;
- use any part of the content on our site for commercial purposes without obtaining a licence from us or our licensors;
- copy, reproduce, publish, republish, transmit, distribute, sell, rent, licence, sub-license, adapt, translate, make derivative works from, scrape, index or exploit any part of our site except as expressly allowed by these terms or by law; or
- use our trading name, logos, branding or trade marks in a way that suggests an association, approval or endorsement where none exists.

Our status, and that of any identified contributors, as the authors or owners of content on our site must always be acknowledged, except where the content is user-generated or where acknowledgement is not technically practical.

If you print, copy, download, share, repost or use any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return, delete or destroy any copies of the materials you have made.

12. No text or data mining, scraping, automated collection or AI training

Except to the extent that the law prevents us from excluding or limiting the activity by contract, you must not conduct, facilitate, authorise, permit or assist any text or data mining, web scraping, automated extraction, automated monitoring, automated analysis, bulk downloading, indexing, crawling, harvesting or similar activity in relation to our site, our content, our data or any services provided via or in relation to our site.

This includes using, or permitting the use of, any robot, bot, spider, scraper, crawler, automated device, automated browser, script, tool, model, algorithm, code, process or methodology to access, obtain, copy, monitor, republish, extract, train on, analyse, generate, summarise, map, enrich, scrape, harvest or reuse any portion of our site, content, data, information or services.

The content of our site may not be used to train, test, fine-tune, prompt, benchmark, develop or operate any artificial intelligence system, machine-learning model, large language model, generative AI system, search index, data product or automated analytical service without our prior written permission, except where the law gives you a non-excludable right to do so.

This clause is an express reservation of our rights in relation to text and data mining, scraping, automated access, data extraction, indexing and AI training. Any permission stated in a robots.txt file, sitemap, metadata tag or similar technical file is not a contract, waiver or licence unless we expressly confirm this in writing.

13. Acceptable use of our site

You must use our site only for lawful purposes and in a lawful, fair, reasonable and responsible way. You must not use our site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful, fraudulent, malicious, harmful, misleading, abusive or dishonest;
- to impersonate any person or misrepresent your identity or affiliation;
- to transmit or procure the sending of unsolicited or unauthorised advertising, promotional material, spam or similar communications;
- to knowingly introduce viruses, trojans, worms, logic bombs, ransomware, spyware, adware, malicious code, corrupted data or any other material that is malicious or technologically harmful;
- to attempt to gain unauthorised access to our site, the server on which our site is stored, any connected server, computer, database, account or system, or any data held by us or by a third-party provider;
- to attack our site via a denial-of-service attack, distributed denial-of-service attack, credential stuffing, brute force attack, vulnerability scan, unauthorised penetration test or similar activity;
- to interfere with, damage, disrupt, overload, impair or circumvent our site, its security, its access controls, its consent tools or any network or system connected to it;
- to upload, submit, transmit or link to any unlawful, defamatory, obscene, offensive, threatening, hateful, discriminatory, infringing, confidential, misleading, harmful or otherwise inappropriate material; or
- to encourage, assist or enable anyone else to do any of the above.

14. User content, reviews, messages and submissions

If you submit an enquiry, message, review, testimonial, form response, file, image, logo, text, link or other content through or in connection with our site, you are responsible for ensuring that it is accurate, lawful, appropriate and that you have the right to submit it.

You must not submit content that infringes intellectual property rights, privacy rights, confidentiality obligations, data protection law or any other rights of another person, or content that is defamatory, obscene, offensive, misleading, malicious, discriminatory, unlawful or technically harmful.

Where you submit content to us, you grant us a non-exclusive, royalty-free licence to use, copy, store, process, transmit and display that content to the extent reasonably necessary to respond to your enquiry, provide website functionality, administer our site, protect our rights, comply with law, provide a requested service or use a review or testimonial where you have agreed to that use.

We may remove, edit, refuse to publish, disable, restrict or report any user content or submission if we reasonably consider that it breaches these terms, our policies, any law or any third-party rights.

15. Third-party websites, tools and embedded services

Our site may contain links to websites, platforms, resources, tools, maps, forms, payment pages, embedded content, social media pages, review platforms or services provided by third parties. These links and integrations are provided for information, convenience or website functionality only.

Third-party links or integrations should not be interpreted as approval by us of those linked websites, providers, services, content, information or policies. We have no control over the contents, security, availability, terms, privacy practices or cookie practices of third-party websites or services.

Our site may be hosted, supported or operated using third-party providers such as Wix, Usercentrics or other website, consent-management, analytics, security, domain, email, payment or business providers. Those providers may apply their own terms, technical rules, security controls and privacy notices.

16. Privacy, cookies and accessibility

Use of our site is also governed by our Privacy and Cookie Notice, which explains how we collect, use, store and protect personal data, how cookies and similar technologies are used, and how you can manage cookie choices where applicable.

Where non-essential cookies or similar technologies are used, we will use the website cookie banner or cookie settings tool to obtain and manage consent where required by law.

If you need these Website Terms of Use in another format, or need reasonable adjustments when contacting us or using our services, please contact us using the details in these terms.

17. Viruses, malware, security testing and cyber misuse

We use reasonable endeavours to keep our site secure and free from errors, viruses and other malware, but we do not guarantee that our site will be secure, uninterrupted, free from bugs, vulnerabilities, viruses, malware or other harmful components.

You are responsible for configuring your own devices, systems, browsers, security tools, antivirus protection and internet connection to access our site safely.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, ransomware or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, any server, computer, database, account or system connected to our site, or any data held by us or by our providers.

You must not carry out or attempt any security testing, vulnerability scanning, penetration testing, scraping, automated probing, denial-of-service testing or similar activity against our site, systems, accounts, providers or infrastructure without our prior written permission.

Unauthorised access, interference, malware introduction, denial-of-service activity or similar activity may be a criminal offence under the Computer Misuse Act 1990 and other laws. We may report any suspected breach to relevant law enforcement authorities or regulators and may cooperate with those authorities, including by disclosing your identity or information about the incident where lawful and appropriate.

18. Our responsibility for loss or damage suffered by you

These Website Terms of Use relate to use of our public website. Different limitations and exclusions of liability apply to the supply of goods, repairs, support, hosting, domain, email, design, programming,

consultancy and other services. Those terms are set out in Dalby Tech's Terms and Conditions of Supply and any other contract document that applies to the relevant goods or services.

Whether you are a consumer or a business user, we do not exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and any other liability that cannot legally be excluded or limited.

18.1 Business users

If you are a business user, we exclude all implied conditions, warranties, representations and other terms that may apply to our site or any content on it, to the fullest extent permitted by law.

We will not be liable to you for any loss or damage, whether in contract, tort, negligence, breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site;
- use of, reliance on, or inability to rely on, any content displayed on our site;
- any interruption, suspension, withdrawal, defect, delay, unavailability, vulnerability, inaccuracy, incompleteness or error in our site or its content; or
- any third-party website, provider, tool, platform, link, embedded content, cookie tool, analytics service, hosting service or security service.

In particular, we will not be liable to any business user for loss of profits, sales, business, revenue, anticipated savings, business opportunity, goodwill, reputation, data, use, contracts, management time, or any indirect or consequential loss or damage.

18.2 Consumer users

If you are a consumer user, please note that we provide our site for domestic and private use only. You agree not to use our site for commercial or business purposes. We have no liability to you for loss of profit, loss of business, business interruption or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation where required by law. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge, for damage caused by failing to correctly follow installation or usage instructions, or for damage caused by failing to have in place the minimum system requirements advised by us.

Nothing in these terms affects your statutory rights as a consumer.

19. Rules about linking to our site

You may link to our home page, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not:

- establish a link in such a way as to suggest any form of association, approval, partnership, sponsorship, endorsement or recommendation by us where none exists;
- establish a link to our site on any website that you do not own or control without permission from the owner or controller of that website;

- frame our site on any other site, or use any in-line linking, mirroring, scraping or embedding method that suggests our content forms part of another website or service;
- link to our site from a website that contains unlawful, defamatory, obscene, offensive, threatening, hateful, discriminatory, infringing, misleading, harmful, malicious or otherwise inappropriate content; or
- use our trade name, logos, branding, screenshots or website content in a way that misleads users or infringes our rights.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than as set out in these terms, please contact us first.

20. Suspension, termination and enforcement

We may suspend, restrict, block or terminate your access to all or part of our site if we reasonably consider that you have breached these terms, pose a security risk, misuse the site, infringe rights, breach law, submit inappropriate content or act in a way that may harm us, our customers, other users, our providers or our systems.

Where we consider it necessary, we may take legal action, report activity to law enforcement authorities, regulators or affected third parties, and cooperate with investigations, including by disclosing information where lawful and appropriate.

The rights and remedies in these terms are in addition to any rights or remedies available to us under law.

21. General terms

21.1 Transfer of rights

You may not transfer any of your rights or obligations under these Website Terms of Use to any other person without our prior written consent. We may transfer our rights and obligations where we reasonably believe your rights will not be materially affected.

21.2 Entire agreement

These Website Terms of Use, together with the policies and terms referred to in them, contain the whole agreement between you and us relating to use of our site and supersede any prior discussions, arrangements or understandings relating to use of our site.

21.3 Third-party rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to these Website Terms of Use and no third party has any right to enforce or rely on any provision of them, unless the law provides otherwise.

21.4 Severance

If any court or competent authority finds that any provision of these Website Terms of Use, or part of any provision, is invalid, illegal or unenforceable, that provision or part-provision will be deemed deleted to the extent required. The validity and enforceability of the remaining provisions will not be affected.

21.5 Waiver

Unless otherwise agreed in writing, no delay, act or omission by us in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

22. Which country's laws apply to disputes

These Website Terms of Use, their subject matter and their formation, and any non-contractual disputes or claims arising out of or in connection with them, are governed by the law of England and Wales.

If you are a business user, the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Website Terms of Use, their subject matter or their formation.

If you are a consumer, you may bring proceedings in the courts of England and Wales. If you live in Scotland, Northern Ireland or another jurisdiction where mandatory consumer law gives you the right to bring proceedings in your local courts, you may also have the right to do so.

23. How to contact us

If you have any questions about these Website Terms of Use, or need them in another format, please contact us:

- Email: josh@dalby-tech.co.uk
- Phone: 07826 856563
- Post: 42 Lewes Road, Newhaven, East Sussex, United Kingdom, BN9 9RY

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