Computing Dynamics Limited

General Terms

Version 2026.11.2

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These General Terms apply to all services supplied by Computing Dynamics Limited. The services a customer has chosen, and their prices, are set out in its Order. The detailed terms for each service are in the Schedules: Schedule 1 (Pre-Paid Support), Schedule 2 (Managed Cyber Security), Schedule 3 (Managed Support) and Schedule 4 (Other Services).

Please note in particular clause 7 (declined recommendations), clause 9 (price changes), clause 17 (limits on liability) and clauses 20 and 21 (ending the agreement).

Part 1: The agreement

1. Definitions

1.1 In the Agreement:

Agreement means the contract between Computing Dynamics and the Customer, made up of the documents listed in clause 2.1.

Charges means Computing Dynamics' Service and Support Charges as current from time to time, published at www.computingdynamics.co.uk/terms/charges and available on request.

Computing Dynamics means Computing Dynamics Limited, registered in England and Wales under company number 02934993, with its registered office as shown at Companies House.

Customer means the business named in the Order.

Customer Data means the data, including personal data, that belongs to the Customer or its users and is held on the Customer's systems or processed through the Services.

Customer Records means the administrative credentials for the Customer's systems and the configuration information specific to those systems that Computing Dynamics holds.

Data Processing Addendum means the data processing addendum signed by the parties or, if none has been signed, Computing Dynamics' standard Data Processing Addendum as current from time to time, published at www.computingdynamics.co.uk/terms/data-processing.

Fees means the amounts payable by the Customer under the Agreement.

Initial Term and Renewal Term mean, for each Service, the periods with those names in the relevant Schedule or the Order.

Order means a quotation, proposal or order form issued by Computing Dynamics and accepted by the Customer, or Computing Dynamics' written confirmation of the Services it will supply.

Recommendation means written advice from Computing Dynamics that the Customer should take, or stop, a specified action in order to reduce a risk to its systems or data.

Schedule means a schedule to these General Terms that applies to a Service the Customer has ordered. Schedule 1 is Part A of Computing Dynamics' Pre-Paid Support Terms.

Services means the services described in the Order and the applicable Schedules.

Standard Hours, Standard Rate and Ad Hoc Rate have the meanings given in the Charges.

Start Date means, for each Service, the start date stated in the Order or, if none is stated, the date Computing Dynamics begins to supply it.

Third-Party Service means software, a cloud service, a licence or another service provided by someone other than Computing Dynamics, whether used by Computing Dynamics to deliver the Services or resold to the Customer.

Working Day means Monday to Friday, excluding bank and public holidays in England.

1.2 Writing and written include email. References to a law include that law as amended or replaced. Headings do not affect interpretation.

2. Structure and formation of the Agreement

2.1 The Agreement consists of: (a) the Order; (b) the Data Processing Addendum; (c) each Schedule that applies to a Service in the Order; (d) these General Terms; and (e) the Charges.

2.2 If those documents conflict, they apply in the order listed in clause 2.1, except that the Data Processing Addendum prevails on any matter concerning the processing of personal data. A term in an Order overrides the other documents only if the Order states expressly that it does so.

2.3 The Agreement is formed when the Customer accepts an Order, whether by signature, electronic acceptance or written confirmation, or when Computing Dynamics begins to supply the Services at the Customer's request, whichever happens first.

2.4 A further Order adds the Services in it to the same Agreement.

2.5 A quotation is valid for 30 days from its date unless it states otherwise, and may be withdrawn at any time before it is accepted.

2.6 The Services are supplied to businesses only. The Customer confirms that it is buying in the course of its business and not as a consumer.

2.7 No terms put forward by the Customer, whether on a purchase order or otherwise, form part of the Agreement.

3. Duration

3.1 The Agreement starts on the first Start Date and continues for as long as Computing Dynamics supplies any Service to the Customer.

3.2 Each Service is supplied for the Initial Term and any Renewal Term set out in its Schedule or the Order.

Part 2: The Services

4. Supply of the Services

4.1 Computing Dynamics will supply the Services with reasonable skill and care, using suitably skilled people, and in line with the applicable Schedules.

4.2 The Services are supplied during Standard Hours unless a Schedule or the Order states otherwise.

4.3 Computing Dynamics will try to meet any dates and response times it gives, but unless a Schedule states otherwise these are targets and not guarantees.

4.4 Computing Dynamics may change how it delivers a Service, including the tools it uses, provided the change does not materially reduce the Service.

4.5 Computing Dynamics may use subcontractors to supply any part of the Services and remains responsible for their work.

5. Third-Party Services

5.1 The Services depend on Third-Party Services. The Customer's use of a Third-Party Service is subject to the terms that its provider requires end customers to accept. Computing Dynamics keeps a list of those terms, with links to them, published at www.computingdynamics.co.uk/terms/supplier-terms and available on request, and may update the list when a provider changes its terms or a Third-Party Service is replaced. The Customer agrees to comply with the terms that apply to the Third-Party Services it receives.

5.1A Where a provider requires the Customer to accept its terms directly, such as the Microsoft Customer Agreement for Microsoft 365 and other Microsoft cloud services, the Customer accepts those terms by accepting the Order, confirms that the person accepting the Order

has authority to do so, and authorises Computing Dynamics to record that acceptance with the provider on its behalf.

5.2 Computing Dynamics will choose and manage Third-Party Services with reasonable care and will pursue the remedies reasonably available to it from the provider if a Third-Party Service fails. Subject to that, Computing Dynamics is not responsible for the availability or performance of a Third-Party Service or for the acts of its provider.

5.3 Computing Dynamics may replace any Third-Party Service it uses to deliver the Services with another that provides materially equivalent protection or function. It will tell the Customer in advance where the change needs action by the Customer or its users.

5.4 If a provider withdraws or materially changes a Third-Party Service and no reasonable equivalent is available, Computing Dynamics may withdraw the affected part of a Service on at least 30 days' written notice, with a fair reduction in the Fees.

5.5 Licences and subscriptions that Computing Dynamics resells to the Customer, such as Microsoft 365, are subject to the provider's commitment terms, which may include a minimum term and restrictions on reducing quantities or cancelling. The Customer remains liable for the Fees for each such licence until the end of its commitment term, including where the Agreement ends earlier.

6. The Customer's responsibilities

6.1 The Customer will: (a) give Computing Dynamics the access, information and co-operation it reasonably needs; (b) appoint a main contact with authority to give instructions and approve chargeable work, and tell Computing Dynamics who else may request work; (c) tell Computing Dynamics promptly in writing when a user joins, leaves or changes role, and of any device added to or removed from use; (d) hold valid licences for the software it uses; (e) keep its hardware, operating systems and software within their manufacturers' support periods; (f) use multi-factor authentication on every account that supports it; (g) follow Computing Dynamics' reasonable instructions on security; (h) not remove, disable or interfere with any tool installed by Computing Dynamics; (i) tell Computing Dynamics before anyone else carries out work on the systems covered by the Services; (j) use the Services lawfully; and (k) provide a safe working environment for on-site visits.

6.2 Unless a Service in the Order includes backup, the Customer is responsible for keeping adequate, tested backups of its data. Where a Service does include backup, it covers only the data described in the relevant Schedule or the Order.

6.3 The Customer is responsible for its own business continuity arrangements and for deciding what insurance it needs, including cyber insurance.

6.4 If the Customer does not meet these responsibilities, Computing Dynamics is not liable for any resulting failure or delay in the Services, and any additional work that results is chargeable under clause 10.

7. Recommendations and unsupported systems

7.1 Computing Dynamics may make Recommendations from time to time.

7.2 If the Customer declines a Recommendation, or does not act on it within a reasonable time, the Customer accepts the risk that the Recommendation was intended to reduce. Computing Dynamics is not liable for loss that following the Recommendation would have avoided, and any work that results is chargeable under clause 10.

7.3 Computing Dynamics will support hardware or software that is outside its manufacturer's support period on a reasonable-efforts basis only. Service targets do not apply to it and work on it may be chargeable under clause 10.

7.4 Computing Dynamics may exclude a system from the Services, or isolate it, where it reasonably considers that the system presents a serious security risk to the Customer or to others. It will tell the Customer as soon as it reasonably can.

Part 3: Fees

8. Fees and payment

8.1 The Fees are set out in the Order and the Charges. All Fees exclude VAT, which is added at the rate applicable.

8.2 Unless the Order states otherwise: (a) monthly Services are invoiced monthly in advance; (b) adjustments for changes in the number of users, devices or licences, and work charged by time, are invoiced monthly in arrears; and (c) one-off charges are invoiced when the Order is accepted.

8.3 Where Fees depend on the number of users, devices or licences, the number is measured as described in the relevant Schedule and the Fees follow it.

8.4 Invoices are payable within 14 days of the invoice date, in full and without set-off or deduction. Fees for monthly Services are to be paid by Direct Debit.

8.5 If the Customer disputes an invoice it must tell Computing Dynamics in writing, with reasons, within 14 days of the invoice date and must pay the undisputed part on time.

8.6 If an invoice is overdue, Computing Dynamics may claim interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 If an undisputed amount is more than 14 days overdue, Computing Dynamics may suspend the Services on 7 days' written notice. Fees continue to be payable during suspension, and Computing Dynamics is not liable for the consequences of a suspension under this clause.

9. Price changes

9.1 Computing Dynamics reviews its prices once a year. Any change following the review takes effect on 1 April, and Computing Dynamics will give the Customer at least 30 days' written notice of it.

9.2 A change under clause 9.1 to the recurring prices in an Order does not apply to a Service until at least six months after its Start Date. A change to the Charges applies from the date it takes effect.

9.3 If a change under clause 9.1 increases the recurring price of a Service by more than the higher of 6% and the annual rate of increase in the UK Consumer Prices Index most recently published before the notice, the Customer may end that Service by written notice given before the change takes effect. The Service then ends on the date the change would have taken effect and no early termination charge is payable.

9.4 Where a Schedule or the Order sets out a different price change mechanism for a Service, such as a capped annual increase during a fixed term, that mechanism applies to the recurring prices for that Service in place of clauses 9.1 to 9.3. The Charges continue to change under clause 9.1.

9.5 Where the provider of a resold licence or subscription changes its price, Computing Dynamics may change the corresponding Fee by the same proportion from the date the provider's change takes effect. Computing Dynamics will give as much notice as it reasonably can. Clauses 9.1 to 9.4 do not apply to these changes.

9.6 A change in Fees that results from a change in the number of users, devices or licences is not a price change under this clause.

10. Additional work

10.1 Work that is not included in a Service is chargeable. It is charged by time at the rate that applies to the Customer under the Charges, or at a price quoted by Computing Dynamics and accepted by the Customer.

10.2 The rules in the Charges on hours, multipliers, minimum periods and travel apply to all work charged by time.

10.3 Computing Dynamics will tell the Customer before starting work that it believes is chargeable, except where a Schedule or the Order allows work to start without prior approval.

10.4 A quotation for a project is an estimate unless it is stated to be a fixed price. Computing Dynamics will tell the Customer if it expects to exceed an estimate. A change to the scope of a project must be agreed in writing and may change the price and timescale.

10.5 If Computing Dynamics attends a booked visit and cannot gain access, or the Customer cancels a booked visit with less than one Working Day's notice, the minimum on-site period and any travel allowance stated in the Charges are chargeable.

11. Equipment and software supplied

11.1 This clause applies where Computing Dynamics sells hardware, software or other goods to the Customer. It replaces Computing Dynamics' earlier Terms and Conditions of Sale for those goods.

11.2 Delivery dates are estimates. Risk in goods passes to the Customer on delivery. Ownership passes when Computing Dynamics has received payment in full for them.

11.3 Until ownership passes, the Customer will keep the goods insured and identifiable as Computing Dynamics' property, and will return them on request if payment is overdue.

11.4 Goods are supplied with the manufacturer's warranty, which Computing Dynamics will pass on to the Customer so far as it can. Computing Dynamics gives no additional warranty for goods. Time spent helping with a warranty claim is chargeable unless a Service covers it.

11.5 Goods can be returned or an order cancelled only if Computing Dynamics' supplier accepts the return or cancellation, and subject to any charge the supplier makes.

11.6 Software is licensed by its publisher on the publisher's terms and is not sold.

Part 4: Tools, data and confidentiality

12. Monitoring tools and access

12.1 The Customer authorises Computing Dynamics to install monitoring, management and security software on the Customer's devices, to access the Customer's systems remotely, and to hold the administrative accounts and delegated administrative access it needs to supply the Services.

12.2 Software installed by Computing Dynamics remains the property of Computing Dynamics or its licensors. The Customer may use it only as part of the Services and only while they continue.

12.3 When a Service ends, Computing Dynamics will remove the software it installed for that Service. The Customer understands that its systems may then be without monitoring, updates or security protection, and that it is responsible for making its own arrangements from that date.

12.4 Computing Dynamics may use technical and usage information generated by its tools to supply, secure and improve its services.

13. Data protection

13.1 Each party will comply with the data protection law that applies to it.

13.2 Where Computing Dynamics processes personal data on the Customer's behalf, the Customer is the controller, Computing Dynamics is the processor and the Data Processing Addendum applies and forms part of the Agreement.

14. Confidentiality

14.1 Each party will keep confidential all information about the other's business, systems and customers that it obtains in connection with the Agreement, will use it only for the purposes of the Agreement and will not disclose it to anyone else, except to its staff, professional advisers, insurers and subcontractors who need to know it and are bound by equivalent duties.

14.2 This does not apply to information that is or becomes public other than through a breach of this clause, that the receiving party already held or obtains lawfully from someone else, or that must be disclosed by law or by a court or regulator.

14.3 This clause continues to apply after the Agreement ends.

15. Intellectual property and records

15.1 Each party keeps ownership of its own intellectual property.

15.2 Computing Dynamics owns the methods, scripts, templates, policies and tool configurations it uses or develops in supplying the Services. The Customer may use any documents and other deliverables supplied to it for its own internal business purposes.

15.3 The Customer owns the Customer Data and the Customer Records. The Customer gives Computing Dynamics permission to use them as needed to supply the Services.

Part 5: Liability

16. What Computing Dynamics does not promise

16.1 Computing Dynamics does not promise that: (a) the Customer's systems or any Service will be uninterrupted or free from faults; (b) every fault can be resolved; (c) any security Service will prevent or detect every attack, compromise or loss of data; or (d) every backup can be restored in full.

16.2 The Services are technical services. They are not legal or regulatory advice, and they do not by themselves make the Customer compliant with any law, standard or insurance requirement.

16.3 Except as stated in the Agreement, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Limits on liability

17.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else for which liability cannot lawfully be limited or excluded.

17.2 Nothing in this clause limits the Customer's obligation to pay the Fees.

17.3 Subject to clause 17.1, Computing Dynamics is not liable, whether in contract, tort (including negligence) or otherwise, for: (a) loss of profit, revenue, business, contracts, goodwill or anticipated savings; (b) any indirect or consequential loss; (c) loss or corruption of data, beyond the reasonable cost of restoring it from the most recent available backup; (d) loss caused by a criminal or malicious act of a third party, including a cyber attack, except to the extent that Computing Dynamics' breach of the Agreement caused the loss; or (e) loss to the extent that it results from the matters described in clauses 5.2, 6.4 and 7.2.

17.4 Subject to clauses 17.1 and 17.3, Computing Dynamics' total liability to the Customer for all claims arising in any period of 12 months in connection with the Agreement is limited as follows: (a) for damage to physical property caused by Computing Dynamics' negligence, to £1,000,000; (b) for claims arising from a breach of the Data Processing Addendum or of clause 13 or 14, or from a security incident affecting the Customer's systems or Customer Data, to £100,000; and (c) for all other claims, to the greater of £10,000 and the total Fees paid by the Customer in the 12 months before the claim arose.

17.5 A claim falls under only one paragraph of clause 17.4, and where more than one could apply the earlier paragraph applies.

17.6 The Customer must notify Computing Dynamics of any claim in writing within 12 months of becoming aware of the circumstances giving rise to it.

17.7 The Fees reflect these limits. The Customer is responsible for arranging its own insurance for losses that are excluded or limited by this clause.

18. Insurance

18.1 Computing Dynamics will maintain professional indemnity, public liability and cyber insurance with reputable insurers while the Agreement continues, and will provide evidence of cover on request.

Part 6: Suspension, ending and exit

19. Suspension

19.1 In addition to clause 8.7, Computing Dynamics may suspend all or part of a Service where it reasonably considers this necessary to deal with a security threat, to comply with the law or with a Third-Party Service provider's requirements, or because the Customer's breach of clause 6 puts Computing Dynamics or others at risk.

19.2 Computing Dynamics will give as much notice as is practical and will restore the Service as soon as the reason for suspension has been dealt with.

20. Ending a Service or the Agreement

20.1 Each Service continues for its Initial Term and then renews, and may be ended by notice, as set out in its Schedule or the Order.

20.2 Either party may end the Agreement, or any Service, immediately by written notice if the other commits a material breach and, where the breach can be put right, has not done so within 30 days of being asked in writing to do so.

20.3 Either party may end the Agreement immediately by written notice if the other becomes insolvent, enters administration or liquidation, makes an arrangement with its creditors or stops trading.

20.4 Computing Dynamics may end the Agreement, or any Service, by written notice if an undisputed amount remains unpaid 30 days after a written reminder.

20.5 Computing Dynamics may end any Service by giving at least 60 days' written notice. If it does so, no early termination charge or repayment of waived charges is payable, and Computing Dynamics will refund any Fees paid in advance for the period after the Service ends.

20.6 If a Service ends before the end of its Initial Term or a Renewal Term, the Customer will pay the early termination charge, and repay any waived charges, as set out in the relevant Schedule. This does not apply where the Service ends under clause 5.4, 9.3, 20.5, 22.2 or 23.2 or under clause 6.3 of the Data Processing Addendum, or because the Customer has ended it under clause 20.2 or 20.3.

20.7 Ending one Service does not affect the others. The Agreement ends when the last Service ends.

21. What happens when a Service or the Agreement ends

21.1 The Customer will pay all Fees due up to the end date, any amount due under clause 20.6, and the Fees for resold licences and subscriptions to the end of their commitment terms under clause 5.5.

21.2 Computing Dynamics will stop supplying the Service and will remove its software under clause 12.3.

21.3 Within 10 Working Days of the end date, or earlier on request once notice has been given, Computing Dynamics will hand over the Customer Records to the Customer or to a person the Customer nominates in writing. The handover of Customer Records does not depend on payment of any invoice.

21.4 Any other help with the move to a new provider, including data exports, migration work and time spent with the new provider, is chargeable at the Standard Rate. Computing Dynamics may ask for payment in advance.

21.5 Computing Dynamics does not keep Customer Data after a Service ends. Data held in the platforms used to deliver the Service, including backup data, is deleted when the Service ends and cannot then be recovered, and any remaining copies are removed as described in the Data Processing Addendum. The Customer must ask for any export it needs before the end date.

21.6 The Customer will return any equipment belonging to Computing Dynamics.

21.7 Ending the Agreement does not affect rights that have already arisen. Clauses 5.5, 14, 15, 17, 21, 25 and 26 continue to apply.

22. Events outside a party's control

22.1 Neither party is in breach of the Agreement, or liable for delay or failure to perform it, to the extent that this is caused by an event beyond its reasonable control, including the failure of a utility, network or Third-Party Service. This does not apply to an obligation to pay.

22.2 If the event prevents the supply of a Service for more than 60 days, either party may end that Service by written notice.

Part 7: General

23. Changes to the Agreement

23.1 Computing Dynamics may change these General Terms, the Schedules and the parts of the Charges that are not prices by giving the Customer at least 30 days' written notice. The current version, with its version number and date, is published at www.computingdynamics.co.uk/terms and available on request.

23.2 If a change under clause 23.1 is materially to the Customer's disadvantage, the Customer may end the affected Services by written notice given before the change takes effect. The Services then end on the date the change would have taken effect and no early termination charge is payable.

23.3 Price changes are dealt with in clause 9 and not in this clause.

23.4 The terms of an Order can be changed only by written agreement of both parties.

24. Resolving disputes

24.1 If a dispute arises, a director or other senior representative of each party will discuss it within 14 days of either party asking in writing, and will try in good faith to resolve it.

24.2 If the dispute is not resolved within 30 days of that request, either party may propose mediation. Neither party is obliged to mediate.

24.3 Nothing in this clause prevents either party from starting court proceedings at any time, including to recover unpaid Fees.

25. General

25.1 Notices. Notices must be in writing and may be given by email, to Computing Dynamics at the notices email address published at www.computingdynamics.co.uk/terms and to the Customer at the email address of its main contact or billing contact. An email is treated as received at 09:00 on the next Working Day after it is sent.

25.2 Transfer. The Customer may not transfer the Agreement without Computing Dynamics' written consent, which will not be unreasonably withheld. Computing Dynamics may transfer the Agreement to a person who takes over its business, and will tell the Customer in writing if it does so.

25.3 Entire agreement. The Agreement is the whole agreement between the parties about the Services. From the Start Date of each Service it replaces any earlier agreement between them for that Service. Neither party has relied on any statement that is not set out in the Agreement. Nothing in this clause limits liability for fraud.

25.4 Third parties. Nobody other than the parties has any right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.

25.5 Severance and waiver. If any part of the Agreement is found to be unenforceable, the rest continues to apply. A delay in enforcing a right is not a waiver of it.

25.6 Relationship. The parties are independent businesses. Nothing in the Agreement makes either the partner, agent or employee of the other.

25.7 Signature. The Agreement may be accepted or signed electronically and in separate copies.

26. Law and jurisdiction

26.1 The Agreement, and any dispute or claim arising out of it, including non-contractual disputes or claims, is governed by the law of England and Wales.

26.2 The courts of England and Wales have exclusive jurisdiction.