Computing Dynamics Limited

Pre-Paid Support Terms

Version 2026.11.2. Applies to Blocks invoiced on or after 1 January 2027

Issued 24 November 2026

These terms set out how Pre-Paid Support works: how support time is bought in advance, how long it is valid, how it is used and how the service can be stopped. Prices, hours of cover, multipliers and travel allowances are set out in the Service and Support Charges, which form part of these terms.

Please note in particular clause 5 (hours are valid for 12 months and unused hours expire without refund), clause 6 (a new Block is invoiced automatically when the balance reaches zero) and clause 19 (limits on liability).

Part A: Pre-Paid Support

1. About these terms

1.1 These terms apply to Pre-Paid Support supplied by Computing Dynamics Limited, registered in England and Wales under company number 02934993, with its registered office as shown at Companies House (Computing Dynamics), to the business named on the relevant quotation, order or invoice (the Customer).

1.2 These terms apply to every Block invoiced on or after 1 January 2027 (the Effective Date) and, from the Effective Date, to Existing Blocks as set out in clause 13.

1.3 The contract between Computing Dynamics and the Customer for Pre-Paid Support consists of (a) any special terms expressly agreed in writing in a quotation, (b) these terms, (c) the Charges and (d) the Data Processing Addendum referred to in clause 17. If they conflict, they apply in that order, except that the Data Processing Addendum prevails on the processing of personal data.

1.4 The Customer accepts these terms by the first of the following to happen after it has been sent or given a copy of them or a link to them: ordering a Block, paying an invoice for a Block, or requesting support that is deducted from a Balance on or after the Effective Date.

1.5 Pre-Paid Support is supplied to businesses only. The Customer confirms that it is buying in the course of its business and not as a consumer.

1.6 For Pre-Paid Support, these terms replace clause 11 (Support Packages) of Computing Dynamics' Terms and Conditions of Sale and any earlier description of Pre-Paid Support Packages, and they prevail over any other Computing Dynamics terms that conflict with them. No terms put forward by the Customer apply.

1.7 Where the Customer has an Agreement with Computing Dynamics under its General Terms, published at www.computingdynamics.co.uk/terms/general, Part A of these terms is Schedule 1 to those General Terms and the General Terms apply in place of Part B. References in Part A to clauses 20.1, 20 and 22 are then to clauses 20.2, 20 and 23 of the General Terms. Part B applies only where the Customer has no such Agreement.

2. Definitions

2.1 In these terms:

Ad Hoc Rate and Standard Rate mean the hourly rates with those names in the Charges.

Balance means the Customer's hours of support time that have been invoiced and have not been used and have not expired.

Block means a fixed number of hours of support time bought in advance. The size of a Block is stated in the Charges.

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.

Existing Block means a block of pre-paid support time invoiced before the Effective Date.

Standard Hours, Extended Hours and Out of Hours have the meanings given in the Charges.

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

2.2 Writing and written include email.

3. What Pre-Paid Support covers

3.1 The Customer may use its Balance for IT support, advice and administration carried out by Computing Dynamics at the request of the Customer or its authorised contacts, whether remotely, by telephone, at the Customer's premises or in Computing Dynamics' workshop.

3.2 Pre-Paid Support covers labour only. Hardware, software, licences, subscriptions, consumables, carriage and third-party charges are not included and are charged separately.

3.3 Where the Customer also has a monthly service agreement with Computing Dynamics, any work which that agreement states is chargeable may be deducted from the Balance. This includes time spent responding to a security incident under a Managed Cyber Security agreement.

3.4 Any piece of work that Computing Dynamics estimates will take more than 10 hours is treated as a project. Projects are quoted separately and are not deducted from the Balance unless Computing Dynamics and the Customer agree this in writing.

3.5 Pre-Paid Support is a reactive service provided on request. It does not include monitoring, maintenance, patching, backup or management of the Customer's systems, and Computing Dynamics does not take responsibility for the security or condition of those systems other than for the work it carries out.

3.6 Computing Dynamics will carry out all work with reasonable skill and care. It cannot guarantee that every fault can be resolved, or resolved within a particular time. Time spent on diagnosis and attempted resolution is deducted whether or not the fault is resolved.

4. Buying a Block

4.1 The price of a Block is the price stated in the Charges on the date of the invoice for that Block. All prices exclude VAT.

4.2 Blocks are invoiced in advance. Payment is due within 14 days of the invoice date.

4.3 Computing Dynamics may decline to start or continue work while an invoice for a Block, or any other invoice to the Customer, is overdue.

4.4 A later change in price does not affect hours that have already been invoiced.

5. Validity and expiry

5.1 Each Block is valid for 12 months from the date of its invoice.

5.2 Hours that have not been used by the end of that period expire. Expired hours cannot be used, carried forward, refunded or credited.

5.3 Time is treated as used on the date the work is carried out.

5.4 Expiry is applied by Computing Dynamics. A delay in removing expired hours from the Balance or from a statement does not extend their validity. Computing Dynamics may at its discretion allow expired hours to be used, and doing so on one occasion does not oblige it to do so again.

5.5 A Block has no cash value. It is not refundable except as stated in clauses 12, 13.5 and 22, and it cannot be transferred to another person or company.

6. Automatic refill

6.1 When the Balance reaches zero, Computing Dynamics will invoice a new Block at the price stated in the Charges on that date. The Customer authorises this in advance and no further order is needed.

6.2 If a piece of work needs more time than the Balance holds, Computing Dynamics will invoice as many new Blocks as are needed to cover it. Computing Dynamics will tell the Customer before starting any work that it expects to need more than one new Block.

6.3 The Customer may stop automatic refill at any time under clause 12.

7. Price changes

7.1 Computing Dynamics reviews the Charges once a year. Any change following that review normally takes effect on 1 April.

7.2 Computing Dynamics will give the Customer at least 30 days' written notice of any increase in the price of a Block and of any change to the Charges that affects how time is deducted.

7.3 A change in the price of a Block applies only to Blocks invoiced on or after the date the change takes effect.

7.4 If the Customer does not accept a change, it may stop automatic refill under clause 12. Its existing Balance is not affected.

8. How time is deducted

8.1 Time is recorded for each piece of work and deducted from the Balance, subject to the minimum periods and increments stated in the Charges.

8.2 Work carried out in Standard Hours is deducted hour for hour. Work carried out in Extended Hours or Out of Hours is deducted at the multiple stated in the Charges for that period. Only one multiplier applies to any period of work.

8.3 Deductible time includes the time reasonably needed for diagnosis, research, liaison with the Customer's other suppliers and keeping records of the work.

8.4 For on-site visits, the travel allowance under clause 10 is deducted in addition to the time spent on site.

8.5 Time is deducted from the Block with the earliest expiry date first.

9. Hours of cover and response

9.1 Pre-Paid Support is provided during Standard Hours.

9.2 Computing Dynamics will deal with requests in an order of priority that it reasonably decides, and aims to respond promptly. Pre-Paid Support does not include guaranteed response or resolution times.

9.3 Work in Extended Hours must be booked in advance with at least the notice stated in the Charges. Work outside Standard Hours that Computing Dynamics agrees to carry out without that notice is treated as Out of Hours.

9.4 Work outside Standard Hours is at Computing Dynamics' discretion and depends on availability. Computing Dynamics is not obliged to provide it.

10. On-site visits and travel

10.1 Computing Dynamics assigns each Customer site to a travel zone, based on the one-way driving time from Computing Dynamics' base when the zone is assigned. The zone is confirmed to the Customer in its quotation or otherwise in writing.

10.2 The travel allowance stated in the Charges for the site's zone is deducted for each on-site visit.

10.3 A site's zone stays the same until Computing Dynamics reviews it, on at least 30 days' written notice. A change in the location of Computing Dynamics' base does not by itself change a site's zone.

10.4 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 the travel allowance are deducted.

11. Statements and queries

11.1 Computing Dynamics will email a statement each month to the Customer's billing contact, showing the hours purchased, the hours deducted in the previous month and the remaining Balance.

11.2 Statements show hours deducted, after any multiplier and travel allowance, which may differ from the hours worked.

11.3 The Customer must raise any query about a deduction within 30 days of the date of the statement on which it first appears. After that the deduction is treated as agreed, except in the case of an obvious error.

12. Stopping Pre-Paid Support

12.1 Pre-Paid Support has no minimum term.

12.2 The Customer may stop automatic refill at any time by written notice to Computing Dynamics. The notice takes effect for any Block that has not been invoiced when Computing Dynamics receives it. A Block invoiced before then remains payable.

12.3 After stopping automatic refill, the Customer may continue to use its remaining Balance until it is used or expires. Any further work is then charged at the Ad Hoc Rate, unless the Customer buys a new Block or has another agreement with Computing Dynamics that covers it.

12.4 Computing Dynamics may stop supplying Pre-Paid Support to the Customer by giving at least 30 days' written notice. If it does so, it will refund the Customer's unused and unexpired Balance at the hourly price the Customer paid for it.

12.5 The Customer is also entitled to the refund described in clause 12.4 if it ends the contract under clause 20.1 because of Computing Dynamics' breach, or if it stops Pre-Paid Support under clause 6.3 of the Data Processing Addendum because an objection to a new sub-processor has not been resolved.

12.6 No refund is payable in any other case, including where the Customer stops automatic refill or where Computing Dynamics ends the contract under clause 20.

13. Existing Blocks

13.1 Existing Blocks keep the price that was paid for them. No further charge is made for those hours.

13.2 Under the previous terms, pre-paid support time was valid for one year from purchase. As a transitional arrangement, every Existing Block remains valid until the end of 31 December 2027. Any hours in an Existing Block that have not been used by then expire as described in clause 5.

13.3 From the Effective Date, these terms and the Charges apply to all work deducted from an Existing Block, including the rules on hours of cover, multipliers, minimum periods and travel.

13.4 Existing Blocks are used before any Block invoiced on or after the Effective Date.

13.5 A Customer who does not wish to accept these terms may, by written notice received before the Effective Date, stop Pre-Paid Support and ask for its unused Existing Blocks to be refunded at the hourly price paid.

Part B: General provisions

14. The Customer's responsibilities

14.1 The Customer will: (a) give Computing Dynamics the access, information and co-operation it reasonably needs to carry out the work; (b) tell Computing Dynamics who is authorised to request work and receive statements on its behalf, and keep those details up to date; (c) hold valid licences for the software it uses; and (d) provide a safe working environment for on-site visits.

14.2 The Customer is responsible for keeping adequate, tested backups of its data, unless Computing Dynamics has agreed in writing to provide a backup service.

14.3 Time lost because the Customer has not met these responsibilities is deductible.

15. Payment

15.1 All amounts are stated exclusive of VAT, which is added at the rate applicable.

15.2 Invoices are payable within 14 days of the invoice date, in full and without set-off or deduction.

15.3 If an invoice is overdue, Computing Dynamics may claim interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and may suspend work until payment is made.

16. Goods and third-party products

16.1 These terms do not cover the supply of goods. Any hardware, software or other goods supplied by Computing Dynamics are supplied under clause 11 (Equipment and software supplied) of its General Terms, published at www.computingdynamics.co.uk/terms/general, which applies to those goods.

16.2 Third-party software and services are provided under the terms of the relevant manufacturer or supplier, and Computing Dynamics is not responsible for faults in them.

17. Data protection

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

17.2 Where Computing Dynamics processes personal data on the Customer's behalf in carrying out the work, the Data Processing Addendum signed by the parties applies. If the parties have not signed one, Computing Dynamics' standard Data Processing Addendum, published at www.computingdynamics.co.uk/terms/data-processing and available on request, applies and forms part of the contract.

18. Confidentiality

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

18.2 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.

18.3 This clause continues to apply after the contract ends.

19. Liability

19.1 Nothing in these terms 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.

19.2 Subject to clause 19.1, 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 Customer's most recent backup; or (d) loss to the extent that it results from the Customer not following Computing Dynamics' written advice, from third-party products or services, or from work carried out by anyone other than Computing Dynamics and its subcontractors.

19.3 Subject to clause 19.1, Computing Dynamics' total liability to the Customer for all claims arising in any period of 12 months in connection with Pre-Paid Support is limited to the greater of £10,000 and the total amount paid by the Customer for Blocks in the 12 months before the claim arose.

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

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

19.6 The Customer is responsible for arranging its own insurance for losses that are excluded or limited by this clause.

20. Suspension and ending the contract for cause

20.1 Either party may end the contract immediately by written notice if the other commits a material breach and, where the breach can be put right, has not done so within 14 days of being asked in writing to do so.

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

20.3 Computing Dynamics may suspend work, and may end the contract by written notice, if any invoice remains unpaid 14 days after a written reminder.

20.4 Ending the contract does not affect rights that have already arisen. Clause 12 states when a refund of the Balance is payable.

21. Events outside a party's control

21.1 Neither party is in breach of the contract, or liable for delay or failure to perform it, to the extent that this is caused by an event beyond its reasonable control. This does not apply to an obligation to pay.

22. Changes to these terms

22.1 Computing Dynamics may change these terms by giving the Customer at least 30 days' written notice. A change applies to all work carried out on or after the date it takes effect.

22.2 If the Customer does not accept a change to these terms that materially disadvantages it, it may, by written notice received before the change takes effect, stop Pre-Paid Support and ask for its unused and unexpired Balance to be refunded at the hourly price paid. This does not apply to a change in the price of a Block under clause 7.

22.3 No other change to the contract is effective unless agreed in writing by both parties.

23. General

23.1 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 billing contact. An email is treated as received at 09:00 on the next Working Day after it is sent.

23.2 Transfer and subcontracting. The Customer may not transfer the contract or any Balance without Computing Dynamics' written consent. Computing Dynamics may use subcontractors and remains responsible for their work.

23.3 Entire agreement. The contract is the whole agreement between the parties for Pre-Paid Support. Neither party has relied on any statement that is not set out in it. Nothing in this clause limits liability for fraud.

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

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

24. Law and jurisdiction

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

24.2 The courts of England and Wales have exclusive jurisdiction.