

DEANE COMPUTER SOLUTIONS

TERMS AND CONDITIONS V1.2

Sale of Goods and Supply of Services

Effective from: 19 August 2026

Deane Computer Solutions Limited

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Registered in England and Wales: 06227177

Quality assurance

Version History

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PLEASE READ THIS FIRST

Why this document is quite long

This document is long on purpose.

Deane supplies a wide range of goods and services, from selling a single laptop to providing managed information technology, backup, cloud services, cyber security, software subscriptions and major technical projects.

We could deal with those things through a web of separate terms, service agreements, data-processing agreements and other contracts.

We have deliberately chosen not to.

Instead, these Terms and Conditions provide **one contractual framework** covering the different things our customers may buy from us.

That means that some sections will have nothing to do with your purchase.

If you buy a laptop from us, for example, the sections dealing with managed information technology, backup and professional services do not suddenly apply to that laptop.

If you later buy one of those services, the relevant section will apply to that later Order.

Our intention is that you should be able to understand what you are agreeing to.

We have therefore tried to write these Terms in **plain English rather than legal jargon**.

Where a clause may expose you to an important responsibility, cost or risk, we have tried to explain what that means in practice.

These Terms are not intended to contain hidden traps or technical wording designed to catch anybody out.

If you do not understand something, think something is unreasonable, or want to know how a clause would apply to your particular circumstances, **please ask us before accepting an Order**.

We will be happy to explain it.

WHICH PARTS APPLY TO ME?

Everyone

The general contractual, ordering, pricing, payment, confidentiality and legal provisions apply to all Customers, subject to the additional legal protections which apply to Consumers.

If you buy goods

The **Goods** section applies.

If you are buying mainly for personal or household use

You may be a **Consumer**, and the **Consumer Rights** section also applies.

If you buy managed information technology or technical support

The **Managed Information Technology and Support** section applies.

If you buy backup or recovery services

The **Backup, Recovery and Business Continuity** section applies.

If you buy consultancy, installation, migration or project work

The **Professional Services and Projects** section applies.

If you buy software, cloud products or subscriptions

The **Software, Cloud and Subscription Services** section applies.

If Deane processes Personal Data on behalf of your organisation

The **Data Protection and Data Processing** section applies.

A section does not apply simply because it appears in this document.

It applies where it is relevant to the goods or Services you have bought or use.

LEGAL FRAMEWORK

These Terms have been designed to operate in accordance with the principal legislation applying to the goods and Services supplied by Deane in England and Wales.

They have been reviewed against the law in force at **19 August 2026**, including where relevant:

- the Consumer Rights Act 2015;
- the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended;
- the Digital Markets, Competition and Consumers Act 2024, to the extent its relevant provisions are in force;
- the Sale of Goods Act 1979;
- the Supply of Goods and Services Act 1982;
- the Unfair Contract Terms Act 1977;
- the United Kingdom General Data Protection Regulation;
- the Data Protection Act 2018;
- the Data (Use and Access) Act 2025;
- the Late Payment of Commercial Debts (Interest) Act 1998; and
- the Contracts (Rights of Third Parties) Act 1999.

The Consumer Rights Act requires consumer services to be carried out with reasonable care and skill, and requires written consumer terms to be transparent. The current Consumer Contracts Regulations contain the statutory rules relating to information and cancellation rights for applicable distance and off-premises contracts.

The Data (Use and Access) Act 2025 amended, rather than replaced, the United Kingdom General Data Protection Regulation and Data Protection Act 2018, and all of its data-protection provisions were in force by 19 June 2026.

Legislation changes

References in these Terms to legislation include amendments and replacement provisions which apply to the relevant transaction.

These Terms do not attempt to reproduce every statutory right.

If the law gives you a right which cannot legally be excluded or restricted, **that legal right takes priority over anything inconsistent in these Terms.**

PART 1 – HOW OUR CONTRACT WORKS

1. Who we mean

Deane, we, us and **our** mean Deane Computer Solutions Limited.

Customer, you and **your** mean the person or organisation buying goods or Services from us.

A **Business Customer** is a Customer acting wholly or mainly for purposes relating to its trade, business, craft or profession.

A **Consumer** is an individual acting wholly or mainly outside their trade, business, craft or profession.

An **Order** means an accepted Deane quotation, Sales Order, Statement of Work or other agreed ordering document.

A **Service** means a service supplied by Deane.

A **Fixed-Term Service** means a Service purchased for an agreed minimum period, such as twelve months or twenty-four months.

A **Rolling Service** means a Service which continues on a rolling basis without a longer minimum contractual commitment, for example a monthly Service.

2. How an Order is accepted

An Order may be accepted by:

- electronic acceptance;
- written or email confirmation;
- approving a quotation or Sales Order;
- issuing a purchase order in response to our quotation or Sales Order;
- instructing us to proceed;
- paying for the Order; or
- another clear indication that you accept it.

The Order and the version of these Terms identified in that Order together form the contract between us.

You do not need to sign these Terms separately.

Where an Order is provided electronically, access to these Terms may be provided by a link.

What this means for you

If your Sales Order says:

"Subject to Deane Computer Solutions Limited Terms and Conditions Version 1.1 dated 29 August 2026"

and you accept that Order, these Terms form part of the contract.

3. Future purchases

These Terms are designed to support an ongoing relationship.

You may buy additional goods or Services from us later without having to sign a completely new master contract every time.

Each new Order will identify what you are buying and the version of these Terms which applies.

4. Versions of these Terms

We may update these Terms from time to time.

Each version will have its own version number and date.

Publishing a new version does **not** silently rewrite an existing agreement.

A newer version applies where:

- it is identified in a new Order which you accept;
- you and Deane expressly agree that it will replace an earlier version; or
- a change is required by law.

Where accepting a new Order is intended to move an ongoing relationship onto a newer version of these Terms, we will make that clear.

We will retain previous versions so that the Terms applying to an historic Order can be identified.

5. What happens if documents conflict

If documents forming part of an Order genuinely conflict, the following order normally applies:

1. specific terms expressly agreed in the relevant Order or Statement of Work;
2. these Terms; then
3. third-party terms which properly apply to a third-party product or Service.

The Data Protection and Data Processing provisions take priority where a conflict specifically concerns Deane's obligations when processing Customer Personal Data on behalf of a Controller.

6. Customer purchase-order terms

This clause applies to Business Customers.

Terms printed on, attached to or referred to in a Customer purchase order, procurement system or other Customer document do not replace these Terms unless Deane expressly agrees to them in writing.

Sending us a purchase order does not by itself mean that we have agreed to the Customer's own purchasing conditions.

PART 2 – PRICES, CONTRACT TERMS AND RENEWALS

7. The price you agree is the price you pay

The price stated in an accepted Order is fixed for the agreed term of that Order.

We will not simply increase that price during the agreed term because:

- our costs have increased;
- inflation has increased;
- a supplier has increased its charges; or
- the Service has become less profitable for Deane.

If we agree a twelve-month or twenty-four-month fixed price with you, **Deane carries the pricing risk for that fixed term.**

What this means for you

If we agree to provide a Service for £100 per month for twenty-four months and our own supplier increases its price six months later, you continue paying £100 per month for the remainder of the agreed twenty-four months.

Our margin changing does not allow us to rewrite your fixed-price deal.

8. Fixed-Term Services do not automatically renew into another fixed term

A Fixed-Term Service does not automatically commit you to another fixed contractual period merely because the existing term reaches its end.

Our normal approach is to contact you before expiry and explain:

- the proposed renewal price;
- the proposed new term;
- any material changes to the Service; and
- anything else which may reasonably affect your decision.

You decide whether to continue.

A new fixed-term commitment only takes effect when you positively agree to it.

We do not treat silence as acceptance of a new fixed-term contract.

9. Rolling Services

A Rolling Service may continue from one billing period to another at the existing agreed price until either party ends it in accordance with the Order or these Terms.

This does not give Deane the right to impose a higher price without telling you.

If we want to change the price, we will tell you what the proposed price is.

You may decide whether you wish to continue.

If you do not agree to the proposed price, Deane may:

- continue the existing arrangement;
- offer another Service; or
- give reasonable notice that the affected Rolling Service will end.

We will not simply begin charging a higher amount and treat your failure to object as acceptance.

What this means for you

If you have a monthly Service at £20 per month, it can continue at £20.

If Deane wants the future price to become £25, we tell you.

You choose whether you want to continue at £25.

We do not just change the direct debit and hope you do not notice.

PART 3 – THIRD-PARTY PRODUCTS AND SERVICES

10. Why third-party Services are different

Modern information technology frequently relies on third parties.

Examples include:

- Microsoft products;
- software;
- security services;
- cloud services;
- backup platforms;
- telecommunications;
- connectivity; and
- hardware manufacturers.

Those suppliers sometimes make decisions which Deane cannot control.

The following clauses explain how we deal with that fairly.

11. Supplier price increases during a Fixed Term

If a supplier increases its charges during a Fixed-Term Service, Deane will normally absorb that increase until your agreed fixed term expires.

A supplier price increase on its own does **not** allow Deane to terminate a twelve-month or twenty-four-month fixed-price Service simply because that Service has become less profitable.

At renewal, Deane may offer a different price.

You decide whether to accept it.

12. Supplier price increases affecting a Rolling Service

Where a genuine supplier cost increase makes a Rolling Service commercially unsustainable, Deane may:

- offer the same Service at a new price;
- offer an alternative Service; or
- give reasonable notice that Deane will cease supplying the affected Service.

A higher price only applies if the Customer agrees to it.

13. Where a supplier withdraws a product or Service

A third-party supplier may sometimes:

- discontinue a product;
- withdraw a licence;
- cease supplying Deane;
- close a platform;
- cease trading;
- withdraw from a particular market;
- make a product technically unavailable; or
- make another material change which means Deane genuinely cannot continue providing the Service originally ordered.

Where this happens, Deane will first try to find a reasonable alternative.

We may propose:

- the supplier's replacement product;
- another supplier's equivalent product;
- migration to a replacement platform; or
- another suitable solution.

We will explain any material change in functionality or price before making a material change.

We will not force a Customer onto a materially different replacement Service without agreement.

14. Where no reasonable replacement can be agreed

If continued supply genuinely becomes impossible for reasons outside Deane's reasonable control and no reasonable replacement is available or agreed, the affected Service may be terminated.

Only the affected Service ends.

Other unaffected goods and Services remain in place.

If the Customer has paid Deane in advance for a period after the affected Service actually ends, Deane will provide a **pro-rata refund or account credit** for the unused part.

What this means for you

If Microsoft permanently stops selling a particular product, Deane cannot manufacture a licence which Microsoft no longer provides.

We would discuss the available replacement with you.

If no suitable replacement can be agreed, the affected Service ends and you do not pay us for a future period we cannot provide.

15. Price is different from availability

This distinction is deliberate.

A supplier putting its price up does not allow Deane to escape a genuine fixed-price commitment because our margin has become worse.

A supplier actually withdrawing the underlying product or making continued supply genuinely impossible is different.

PART 4 – QUOTATIONS, ORDERS AND PAYMENT

16. Quotations and Orders

A quotation is valid for the period stated on it and may be withdrawn before acceptance.

An Order will normally identify matters such as:

- goods or Services being purchased;
- quantity or general scope;
- price;
- billing frequency;
- agreed term where applicable;
- commencement arrangements where applicable; and
- any material Order-specific conditions.

We may correct an obvious clerical, calculation or pricing error.

If a material error is discovered after acceptance, we will tell you and provide an appropriate opportunity to agree the correction or cancel the affected item.

17. Payment terms

The payment terms applying to an Order are those shown on the relevant **Sales Order** and will normally also be shown on the invoice.

Different Customers, goods and Services may have different payment arrangements.

These may include:

- payment before supply;
- payment on delivery;
- agreed credit terms;
- staged payments;
- monthly payments; or
- another arrangement shown on the Sales Order.

An invoice does not retrospectively change payment terms already agreed in the accepted Sales Order unless the parties subsequently agree that change.

What this means for you

There is no blanket Deane rule saying every Customer always has thirty days to pay.

Your Sales Order and invoice tell you when payment is due on or before by.

18. Value Added Tax

Prices for Business Customers are exclusive of Value Added Tax unless stated otherwise.

Consumer prices will include Value Added Tax where required by law and the VAT shown on the pricing.

Any delivery or other additional charges will be identified where applicable.

19. Disputed invoices

If you genuinely dispute an invoice, tell us promptly and explain why.

We will investigate the issue.

Any part which is not genuinely disputed should still be paid when due.

20. Late payment by Business Customers

Where an undisputed commercial debt remains unpaid after its due date, Deane may exercise applicable statutory rights relating to late commercial payments.

These may include statutory interest and applicable debt-recovery compensation.

21. Suspension for non-payment

If a material undisputed amount remains overdue, Deane may suspend the affected Service after reasonable notice.

Where reasonably possible, we will consider the impact before suspending a business-critical managed Service.

Deane is not required indefinitely to continue supplying a Service which is not being paid for.

What this means for you

We are not looking to switch off a critical Service because an invoice is one day late.

But if a material debt remains unpaid and reasonable attempts to resolve it have failed, we may stop supplying the affected Service.

PART 5 – GOODS

22. Product description

Goods will materially correspond with the description in the relevant Order.

Manufacturer specifications may change provided that a change does not materially reduce the function of the product ordered.

Goods remain subject to availability.

If a particular product becomes unavailable before supply, we may offer a reasonable alternative.

You do not have to accept it.

23. Delivery

Delivery dates are estimates unless Deane expressly agrees that a particular date is guaranteed.

We will use reasonable efforts to meet agreed dates.

Deane is not responsible for a delay genuinely outside its reasonable control.

Consumer statutory rights concerning delivery are unaffected.

24. Risk in goods

For Business Customers, risk normally passes when the goods are delivered to the agreed delivery location.

For Consumers, risk passes in accordance with applicable consumer law, normally when the Consumer or someone nominated by them takes physical possession.

25. Ownership of goods

Ownership of goods remains with Deane until Deane has received full payment for those goods.

For Business Customers, Deane may exercise any lawful right available to recover unpaid goods where ownership has not passed.

26. Business Customer inspection

Business Customers should inspect deliveries reasonably promptly.

Visible transit damage, shortages or incorrect deliveries should ideally be reported within two Business Days because this helps Deane pursue a supplier or carrier claim.

Failure to do that does not prevent a Customer reporting a defect which could not reasonably have been identified at delivery.

27. Business Customer change-of-mind returns

Business Customers do not have an automatic right to return correctly supplied goods simply because they have changed their mind or ordered the wrong product.

Deane may agree to accept a return.

Where it does, Deane may recover reasonable:

- supplier restocking charges;
- cancellation charges;
- carriage costs; and
- administration costs

actually incurred or reasonably attributable to the return.

We do not impose a random penalty simply because a Customer asks to return something.

Special-order, configured, activated, licensed or personalised products may not be returnable.

28. Manufacturer warranties

Goods may include a manufacturer's warranty.

Where appropriate, Deane will provide reasonable assistance with a valid manufacturer's warranty claim.

Some manufacturers require warranty claims to be dealt with directly between the Customer and manufacturer.

A manufacturer's commercial warranty does not reduce a Consumer's statutory rights against Deane where those rights apply.

PART 6 – CONSUMER RIGHTS

29. Your statutory Consumer rights

If you are a Consumer, nothing in these Terms removes a legal right which the law says cannot be excluded.

Among other requirements, Consumer goods must meet applicable statutory standards relating to matters such as quality, fitness for purpose and description.

Consumer Services must be performed with reasonable care and skill.

30. The fourteen-day cancellation period for applicable distance purchases

Where the Consumer Contracts Regulations give a Consumer a statutory right to cancel a distance or off-premises contract, the normal cancellation period is fourteen days.

For most goods, the relevant period normally relates to when the Consumer or their nominated recipient receives the goods.

For Services, it normally relates to when the contract is entered into.

There are legal exceptions.

What this means for you

If you are a home user and order an ordinary laptop from us remotely, you will normally have the statutory period to tell us that you have changed your mind where the cancellation right applies.

That is a **change-of-mind right**.

It is separate from your rights if the laptop is faulty.

31. How a Consumer cancels

You do not need to use complicated legal wording.

You need to make a clear statement telling Deane that you wish to cancel.

You may use the model cancellation form at the end of these Terms, but you do not have to.

Please give us enough information to identify you and the relevant Order.

32. Returning Consumer goods following cancellation

Where you cancel under a statutory change-of-mind right:

- the goods must be returned within the applicable legal period;
- you may have to pay the direct return cost where the law allows this and you were given the required information; and
- you should handle the goods only as much as reasonably necessary to establish their nature, characteristics and functioning.

Where permitted by law, Deane may reduce a refund if the value of returned goods has been diminished by unnecessary handling.

This does not affect your separate statutory rights concerning faulty goods.

33. Exceptions to the Consumer cancellation right

The statutory change-of-mind right does not apply to every transaction.

Exceptions can include certain:

- personalised goods;
- made-to-order products;
- unsealed software;
- digital content supplied after the required agreement and acknowledgement;
- fully completed Services where the statutory conditions have been met; and
- other categories identified by law.

Deane will not rely on an exception where it does not legally apply.

34. Starting a Consumer Service during the cancellation period

Customers often do not want to wait fourteen days before Deane starts something such as:

- backup;
- technical support;
- a repair;
- installation; or
- another Service.

Where the law requires it, Deane will obtain the Consumer's express request to begin the Service before the cancellation period expires.

If the Consumer later cancels during that period, the Consumer may be required to pay a proportionate amount for Services already supplied.

Where a Service has been fully completed following the required request and acknowledgements, the statutory cancellation right may cease in accordance with the Consumer Contracts Regulations.

What this means for you

You do not have to leave your computer without backup for fourteen days just because you bought the Service remotely.

You can ask us to start immediately.

But if you ask us to start immediately and then lawfully cancel shortly afterwards, you may have to pay for the Service already provided.

PART 7 – SERVICES GENERALLY

35. Standard of Service

Deane will perform its Services:

- with reasonable care and skill;
- substantially in accordance with the relevant Order;
- using appropriately skilled people; and
- in accordance with applicable law.

Technology can fail.

Unless Deane expressly agrees a particular guaranteed outcome, the supply of a technology Service does not mean Deane has guaranteed that every component involved will remain permanently available or error-free.

36. What is included

The applicable Order identifies the Service being purchased.

More detailed technical configuration may be established during implementation or operation where appropriate.

A guaranteed response time, restoration time, availability level or other specific performance commitment applies only where it has been expressly agreed.

PART 8 – MANAGED INFORMATION TECHNOLOGY AND SUPPORT

37. Managed Information Technology Services

Depending on what has been purchased, Deane's managed and technical support Services may include:

- helpdesk support;
- remote support;
- onsite support;
- system administration;
- user and account administration;
- system monitoring;
- software deployment;
- maintenance;
- security configuration;
- patch management;
- troubleshooting;
- supplier liaison; and
- related information technology management.

Only the Services actually purchased are included.

38. Administrative access

The Customer authorises Deane to access and administer systems included within the Service to the extent reasonably necessary to provide that Service.

This may include privileged or administrator access.

Deane will restrict that access to appropriately authorised personnel.

What this means for you

If you ask us to manage your computers, our engineers may need administrator access to them.

That authority exists so that we can provide and protect the Service you have asked us to provide.

39. Remote monitoring and management

Where remote monitoring or management technology forms part of a Service, the Customer authorises Deane to install and operate appropriate management tools on the systems being managed.

Depending on the Service, those tools may:

- collect technical information;
- monitor device and system health;
- report faults or security alerts;
- deploy authorised software;
- run management scripts;
- apply configuration;
- install updates;
- perform maintenance;
- restart devices; or
- isolate a device where reasonably required to contain a security incident.

40. Patch management

Patch management reduces security and operational risk but does not guarantee that every available update will be installed immediately or that an update can never cause an operational problem.

Deane may delay or exclude an update where there is a reasonable technical, compatibility, security or operational reason.

41. Unsupported technology

Deane may limit support for technology which is:

- no longer supported by its manufacturer;
- at the end of its supported life;
- unlicensed;
- materially insecure; or
- outside the Service purchased.

Where Deane identifies a material risk, we will tell the Customer.

If the Customer chooses to continue using unsupported or materially insecure technology after being warned, the additional risks resulting from that decision remain with the Customer to the extent caused by that decision.

42. Emergency security action

Where Deane reasonably believes immediate action is necessary to prevent or contain a serious security incident, Deane may take proportionate temporary action.

This may include:

- isolating a computer;
- disabling a compromised account;
- ending a login session;
- blocking malicious communications; or
- temporarily restricting access to an affected system.

Deane will tell the Customer as soon as reasonably practical.

What this means for you

If we discover a compromised computer actively spreading malicious software, we do not have to leave it connected while waiting several hours for somebody to respond to an email.

We can isolate it to protect the Customer and then explain what we have done.

PART 9 – BACKUP, RECOVERY AND BUSINESS CONTINUITY

43. Backup configuration

The detailed configuration of a Backup Service does **not** have to be specified on the Sales Order.

The Sales Order identifies the Backup Service being purchased.

The detailed configuration is established as part of implementation and operation.

It may include matters such as:

- systems, devices, accounts, mailboxes or workloads being protected;
- backup frequency;
- retention settings;
- storage arrangements;
- exclusions;
- recovery configuration; and
- other technical settings appropriate to the Service.

The configuration may change during the life of the Service where:

- the Customer requests a change;
- the Customer's systems or requirements change;
- Deane reasonably considers a technical or security change necessary;
- the underlying backup platform changes; or
- Deane and the Customer otherwise agree a change.

Where a proposed change would materially alter the nature or price of the Service, Deane will discuss that with the Customer before making the change.

Deane may retain a technical record of the current configuration within its Service, support or backup-management systems.

What this means for you

Your Sales Order does not need to list every backup setting.

We agree and configure the technical details during implementation and can change them later as your systems or requirements change.

44. Backup and restoration instructions

Deane may accept a backup, restoration, recovery or related operational instruction from:

- the Customer's usual point of contact known to Deane;
- another person the Customer has identified as an authorised contact; or
- a director of a Business Customer.

For a Consumer, Deane may accept the instruction from the Customer or another person authorised by that Customer.

Where an instruction is unusual, could create a significant risk of data loss, or Deane reasonably doubts the identity or authority of the person making the request, Deane may require additional confirmation before acting.

A restoration can overwrite, replace or alter existing data.

Where there are multiple possible restore points, Deane may ask the Customer to confirm the required point.

What this means for you

We do not require a board resolution every time somebody needs a file restored.

We can normally take instructions from the person we usually deal with or a director.

If somebody asks us to do something unusual or potentially destructive, we may double-check first.

45. Recovery expectations

Unless expressly agreed otherwise, Deane does not guarantee:

- the maximum amount of information which could be lost between the most recent usable backup and an incident;
- a particular maximum period in which systems or data will be restored;
- that every item of data will always be recoverable in every circumstance; or
- that an entire business or system will be operational within a particular period following a failure.

Where a Customer requires a defined guaranteed recovery point, guaranteed restoration time or other specific disaster-recovery commitment, this must be expressly agreed as part of the Service being purchased.

What this means for you

Buying backup protects data, but it does **not** automatically mean that Deane has promised to rebuild your entire business within two hours or guaranteed that no information can ever be lost.

If that level of recovery commitment matters to you, tell us and we can discuss an appropriate Service.

46. Customer responsibility for backup assurance

The Customer remains responsible for satisfying itself that:

- the systems and information it considers important are included within the backup arrangement;
- the backup configuration meets its own requirements;
- retention is suitable for its business, personal or regulatory needs; and
- important information can be restored to the level of assurance the Customer requires.

Where restoration is important to the Customer's business continuity, the Customer should arrange appropriate restoration testing.

Deane may provide testing or restoration work where that is included in the Service or separately requested.

What this means for you

A green backup status is useful, but the strongest evidence that something can be restored is to prove that restoration.

If restoring a particular system is critical to your organisation, you should make sure it has been tested to the level you require.

47. Ending a Backup Service and deletion of backup data

When a Backup Service terminates, Deane will stop providing that Service and will delete Customer Data held by Deane solely for that **Service as soon as reasonably and technically practicable**.

Configured backup retention periods do not continue simply because information would otherwise have remained within the normal backup retention cycle.

Where a third-party backup platform is used, Deane will initiate deletion using the controls available to it as soon as reasonably practicable.

Final removal from an underlying supplier platform may depend on the technical operation of that platform.

By accepting these Terms, the Customer instructs Deane to delete Customer Data following termination unless the Customer gives Deane a different lawful instruction **before the Service terminates**.

If the Customer requires:

- restoration;
- extraction;
- export; or
- migration

of information, the Customer must request this **before termination and with enough time for the work reasonably to be completed**.

Once the Service has terminated and deletion has taken place, Deane is not required to retain a copy in case the Customer later changes its mind.

If a Customer is changing backup provider and needs protection while the new backup system builds its own history and retention, the Customer should arrange for the existing and replacement Backup Services to operate **in parallel for an appropriate period**.

Export, migration or restoration work outside the normal Backup Service may be chargeable.

This clause concerns **Customer Data held for the terminated Service**.

It does not require Deane to delete its own:

- invoices;
- accounting records;
- contractual records;
- security records;
- correspondence; or
- other information which Deane is legally entitled or required to retain for its own purposes.

What this means for you

Cancellation means deletion.

Do not cancel your backup and assume that Deane will keep the old data for several months just in case you later want it.

If you want information from the backup, arrange that **before the Service ends**.

If you are changing backup provider and need continuous historical protection, the safest approach is normally to run the old and new systems together long enough for the new Service to build the history you require.

48. Business continuity

Unless Deane has expressly agreed to provide a defined Business Continuity or Disaster Recovery Service, the Customer remains responsible for its overall business continuity arrangements.

Backup is an important part of business continuity, but it is not the same thing as a complete business-continuity plan.

PART 10 – PROFESSIONAL SERVICES AND PROJECTS

49. Scope

Professional Services may include:

- consultancy;
- installation;
- infrastructure work;
- migrations;
- deployments;
- configuration;
- engineering;
- security projects; and
- other technical work.

The Order or Statement of Work defines the general scope.

50. Estimates and fixed prices

An estimate is not a fixed price unless Deane expressly describes it as one.

Where work is charged according to time spent, the Customer will pay for time reasonably incurred and agreed expenses.

51. Customer dependencies

Project dates may depend on the Customer providing matters such as:

- information;
- access;
- licences;
- equipment;
- approvals;
- decisions; and
- suitable personnel

when required.

A Customer-caused delay may result in revised dates and reasonable additional charges where additional work is caused.

52. Changes to project scope

A material change to an agreed project may require:

- a revised quotation;
- a revised Order; or
- documented agreement to additional work.

Deane is not required to provide materially additional work within an existing fixed price.

PART 11 – THIRD-PARTY SOFTWARE, CLOUD AND SUBSCRIPTIONS

53. Third-party products and supplier terms

Some goods and Services sold by Deane are products supplied by another organisation.

This may include software, cloud products, subscriptions, licences or online platforms.

Those products may have their own:

- licence terms;
- acceptable-use conditions;
- privacy information;
- registration requirements; or
- other supplier conditions.

It is the Customer's responsibility to review and, where required, accept the supplier's terms when those terms are presented by that supplier during registration, activation, installation or use.

Deane does not accept those supplier terms on the Customer's behalf.

Deane does not undertake to separately provide, reproduce or explain every licence term or condition imposed by a third-party supplier.

If the Customer does not accept a third party's mandatory conditions, the Customer may be unable to use that product.

For a Business Customer, refusing a supplier's mandatory terms does not automatically give the Customer a right to cancel a product or commitment which Deane has already properly ordered on the Customer's behalf.

For Consumers, nothing in this clause removes any statutory right against Deane which applies to the transaction.

What this means for you

If you buy a Microsoft product or another third-party product from Deane, the supplier may ask you to accept its own licence terms.

Those are between you and that supplier.

Deane is selling or managing the product; we are not accepting the supplier's licence agreement on your behalf.

54. Licence quantities

The Customer is responsible for maintaining enough licences for its actual authorised use.

Where usage changes, licence quantities and corresponding charges may also need to change.

A Customer asking Deane to add licences is an instruction to purchase those additional licences on the applicable supplier basis.

55. Fixed supplier commitments

Some third-party products are sold for a fixed committed period and cannot be cancelled part-way through that period.

Where the Customer's Order clearly involves such a commitment, the Customer remains responsible for the charges relating to the period it agreed to purchase, subject to any legal Consumer rights which apply.

Deane will not enter into a **new renewal commitment** on the Customer's behalf without the Customer agreement required by these Terms.

What this means for you

If you deliberately buy a twelve-month software commitment, you have bought twelve months.

That is different from Deane silently committing you to another twelve months when the first twelve months end.

We do not do the latter without your agreement.

PART 12 – REMOTE WORKING, CONNECTIVITY AND OTHER TECHNOLOGY SERVICES

56. Remote working and remote access

Where Deane configures or supplies remote working, remote access or a virtual private network, Deane will use reasonable professional efforts to configure and support the agreed Service.

Unless the Order expressly says otherwise, Deane does **not** guarantee continuous availability.

Remote access may depend on things outside Deane's control, including:

- the Customer's internet connection;
- the remote user's internet connection;
- electricity supply;
- mobile and telecommunications networks;
- firewall equipment;
- third-party software;
- third-party services; and
- the condition and configuration of the Customer's own equipment.

What this means for you

If we set up secure remote access for your staff, we will use reasonable professional efforts to make it work.

We are not guaranteeing the internet connection at somebody's house, their electricity supply or every third-party network between them and the office.

57. Connectivity and communications

Where Deane provides internet connectivity, telephony or another communications Service, its operation may depend on underlying network providers.

Installation dates, line provision, number transfers and network changes may therefore depend on third-party timescales.

Where communications are critical to the Customer's organisation, the Customer should consider suitable resilience arrangements.

58. Cyber-security Services

Cyber-security products and Services reduce risk.

They cannot guarantee that a Customer will never suffer a cyber-security incident.

A security assessment represents the position reasonably identified at the time it is performed.

Technology, systems and threats change.

59. Security testing

Deane will only carry out penetration testing or potentially disruptive security testing with appropriate authority and within an agreed scope.

The Customer confirms that it is entitled to authorise Deane to test any systems it asks Deane to test.

60. Asset disposal

Where the Customer asks Deane to dispose of equipment, the Customer confirms that it is entitled to dispose of that equipment.

Where certified data erasure or destruction has been purchased, the relevant method or standard will be identified as part of the Service.

PART 13 – CUSTOMER RESPONSIBILITIES

61. Information and cooperation

The Customer must:

- provide information reasonably required for Deane to deliver the goods or Services;
- ensure important information supplied to Deane is materially accurate;
- maintain appropriate software licences;
- use Services lawfully;
- protect credentials under its control;
- tell Deane about relevant system changes;
- cooperate with reasonable security requirements; and
- not deliberately interfere with management or security controls deployed as part of a Service.

62. Customer-controlled changes

The Customer should tell Deane before making a significant change which may affect a managed or Backup Service.

Deane is not responsible for a failure to the extent that it was caused by an unauthorised or undisclosed Customer or third-party change which Deane could not reasonably have anticipated.

63. Customer data and content

The Customer confirms that it is entitled to store, use and instruct Deane to process any data or content which the Customer puts into systems covered by the Service.

A Business Customer remains responsible for the legality of its own collection and use of Personal Data and other content.

Services must not knowingly be used for unlawful purposes.

PART 14 – CONFIDENTIALITY

64. Confidential information

Each party must protect confidential information received from the other.

Confidential information may be used where reasonably necessary to:

- provide or receive goods and Services;
- support the Customer;
- administer the commercial relationship;
- comply with law; or
- carry out another authorised purpose.

Information may be shared with employees, professional advisers, contractors and suppliers who reasonably need it and are subject to appropriate confidentiality obligations.

These confidentiality obligations continue after the commercial relationship ends.

PART 15 – DATA PROTECTION AND DATA PROCESSING

65. Applicable Data Protection Law

Each party will comply with the United Kingdom Data Protection Law which applies to its activities.

This includes the United Kingdom General Data Protection Regulation and Data Protection Act 2018 as amended, including relevant changes made by the Data (Use and Access) Act 2025.

The Data (Use and Access) Act 2025 amended the existing United Kingdom data-protection framework rather than replacing it.

66. When Deane is a Controller

Deane acts as a Controller where Deane determines why and how Personal Data is used for Deane's own purposes.

Examples include:

- customer contact details;
- quotations;
- account management;
- invoicing;
- service communications;
- Deane's own security records;
- fraud prevention;
- legal compliance; and
- business administration.

Deane's Privacy Notice explains this processing.

67. When Deane is a Processor

Where the Customer is a Controller under Data Protection Law and Deane processes Personal Data on that Customer's behalf in order to provide a Service:

- the Customer is the Controller; and
- Deane is the Processor.

Clauses 68 to 76 form the contractual provisions governing that processing.

Article 28 of the United Kingdom General Data Protection Regulation requires processing on behalf of a Controller to be governed by a binding contract or other legal act which contains specified processor obligations. The contract may form part of a wider commercial contract.

68. Processing instructions

Deane will process Customer Personal Data only:

- on documented instructions from the Customer;
- as reasonably necessary to provide the Service; or
- where processing is required by applicable law.

Documented instructions may include:

- these Terms;
- Orders;
- Statements of Work;
- agreed Service configurations;
- support requests;
- backup instructions;
- restoration instructions; and
- other written instructions from an authorised Customer contact.

Where legally permitted, Deane will inform the Customer before processing required by law.

If Deane believes a Customer instruction infringes applicable Data Protection Law, Deane will immediately tell the Customer and may suspend the affected processing while the issue is resolved.

69. Customer responsibilities as Controller

- The Controller remains responsible for matters including:
- determining why Personal Data is processed;
- establishing an appropriate lawful basis;
- providing required privacy information;
- ensuring its instructions are lawful;
- determining what information is stored within its systems;
- identifying authorised contacts; and
- meeting its own obligations to individuals whose information it processes.

70. Confidentiality and security

People authorised by Deane to process Customer Personal Data will be subject to appropriate confidentiality obligations.

Deane will maintain appropriate technical and organisational security measures taking account of the nature of the processing and the risks involved.

Depending on the Service, those measures may include:

- least-privilege access;
- role-based access;
- multi-factor authentication;
- secure system configuration;
- software and security updates;
- vulnerability management;
- encryption;
- monitoring;
- logging;
- backup controls;
- staff training;
- access-management controls; and
- security-incident response.

Specific technologies and products may change as technology develops, provided that the overall protection is not materially reduced.

71. Sub-processors

The Customer gives Deane general written authorisation to appoint Sub-processors where reasonably necessary to provide the Services.

Deane will:

- carry out appropriate due diligence;
- impose the required applicable data-protection obligations on the Sub-processor;
- remain responsible for the Sub-processor's performance as required by Data Protection Law; and
- provide reasonable prior notice of a material addition or replacement of a Sub-processor processing Customer Personal Data.

The Customer may object on reasonable data-protection grounds.

Deane and the Customer will try in good faith to resolve a reasonable objection.

If an objection cannot reasonably be resolved, either party may end the affected Service.

72. Requests from individuals

Taking account of the nature of the processing, Deane will provide reasonable assistance to enable a Controller Customer to deal with requests from individuals exercising applicable data-protection rights.

If Deane receives a request relating to Customer Personal Data, Deane will normally refer the request to the Customer unless Deane is legally required or authorised to respond itself.

73. Personal Data Breaches

If Deane becomes aware of a Personal Data Breach affecting Customer Personal Data processed by Deane on behalf of the Customer, Deane will tell the Customer **without undue delay**.

Deane will provide relevant information reasonably available at the time and material updates as the investigation continues.

Deane will reasonably assist with:

- investigation;
- assessment of risks to individuals;
- applicable regulatory obligations; and
- communications to affected individuals where required.

Unless independently required by law, Deane will not normally notify the Information Commissioner's Office or the Customer's affected individuals on the Customer's behalf without authority.

74. Return and deletion of Personal Data at termination

Where Deane acts as Processor, the Customer gives Deane the following standing instruction:

when the relevant Service terminates, delete the Personal Data processed for that Service unless the Customer has instructed Deane before termination to return or export it.

Deane will therefore:

- stop processing the Personal Data for the terminated Service;
- initiate deletion as soon as reasonably and technically practicable;
- delete copies under Deane's control; and
- require relevant Sub-processors to deal with the data in accordance with the applicable legal and contractual requirements.

Normal Service or backup retention settings do **not** override this termination instruction.

Where immediate physical deletion is not technically possible within an underlying system or supplier platform, the information will:

- remain protected;
- not be used for a new or unrelated purpose; and
- be removed as soon as the applicable technical process permits.

If the Customer wants Personal Data returned, restored or exported, the Customer must give Deane that instruction **before termination and with enough time for the requested work reasonably to be completed**.

Unless otherwise agreed, Deane is not required to keep Customer Personal Data after termination simply to provide an opportunity for a later export.

This clause does not require Deane to delete information:

- which Deane processes separately as a Controller for its own lawful purposes; or
- which Deane or a Sub-processor is legally required to retain.

What this means for you

When the Service ends, our default is **delete**, not “keep it indefinitely just in case”.

If you want the data back, arrange that before termination.

If you are replacing a backup platform and need old recovery history while the new platform builds its own history, consider operating both Services at the same time for an appropriate period.

Article 28 requires the processor contract to deal with deletion or return of Personal Data following the end of Services, subject to legal retention requirements.

75. International transfers

Where Deane makes a restricted international transfer of Customer Personal Data, Deane will use an appropriate lawful transfer arrangement where Data Protection Law requires one.

Where a third-party cloud or hosted product is used, processing locations may depend on the supplier, product and region selected.

76. Compliance information and audits

Deane will make available information reasonably necessary to demonstrate compliance with its Processor obligations.

On reasonable notice, the Controller may exercise applicable audit and inspection rights.

Where practical, the parties will first try to satisfy reasonable assurance requirements using existing:

- policies;
- security information;
- certifications;
- compliance evidence; and
- assurance records.

An audit must be proportionate and must not expose information belonging to other Customers or unnecessarily compromise Deane's security.

Nothing in this clause limits the lawful powers of a competent regulator.

77. Details of processing

Unless a particular Service requires something different, processing by Deane on behalf of a Controller may include the following.

Subject matter

Provision of managed information technology, technical support, administration, monitoring, cyber security, backup, storage, recovery and related technology Services.

Duration

For the duration of the Service and any short technical period reasonably required to complete an authorised return or deletion process.

Nature and purpose

Processing may include:

- remote and onsite support;
- system administration;
- account administration;
- configuration;
- monitoring;
- troubleshooting;
- security management;
- storage;
- backup;
- replication;
- recovery;
- restoration; and
- investigation of technical or security incidents.

People whose Personal Data may be processed

Depending on what is stored in the Customer's systems, this may include:

- employees;
- workers;
- contractors;
- directors;
- users;
- customers;
- clients;
- suppliers;
- correspondents; and
- other individuals whose Personal Data is contained within the relevant systems.

Types of Personal Data

Depending on the Service and Customer systems, this may include:

- names;
- contact information;
- account identifiers;
- communications;
- documents;
- files;
- Microsoft 365 content;
- system information;
- device information;
- audit records;
- security logs;
- authentication-related information;
- server contents;
- virtual-machine contents; and
- other Personal Data stored by the Customer.

Special Category and criminal-offence information

Deane does not normally require this information in order to provide its Services.

It may nevertheless exist within a Customer's systems or backups.

The Controller remains responsible for determining what information it stores and the lawful basis and additional legal conditions applying to that processing.

78. Consumer and household backup information

A Consumer using a Backup Service solely for personal or household purposes may not be acting as a Controller for that household activity under Data Protection Law.

That does not mean Deane treats the information as less important.

Deane will continue to protect Consumer backup content in accordance with:

- applicable law;
- these Terms;
- Deane's confidentiality obligations; and
- Deane's security obligations.

PART 16 – INTELLECTUAL PROPERTY

79. Existing intellectual property

Each party retains the intellectual property it already owns.

The Customer retains ownership of its own data and content.

80. Deane knowledge and tools

Deane retains ownership of its:

- knowledge;
- methodologies;
- templates;
- tools;
- scripts;
- reusable components;
- processes; and
- general technical expertise.

81. Project Deliverables

Unless an Order says otherwise, once the applicable charges have been paid, the Customer receives a perpetual, non-exclusive right to use Deliverables created specifically for that Customer for its own internal business or personal purposes.

Third-party products remain subject to applicable third-party rights.

Different ownership arrangements for bespoke development or other Deliverables may be expressly agreed in a Statement of Work.

PART 17 – ENDING SERVICES

82. Fixed-Term Services

A Fixed-Term Service cannot normally be ended simply for convenience before the agreed end date unless:

- the relevant Order expressly permits this;
- both parties agree;
- a statutory Consumer right applies;
- the other party commits a sufficiently serious breach;
- continued supply becomes genuinely impossible under the third-party withdrawal provisions of these Terms; or
- another specific termination right within these Terms applies.

A supplier merely increasing its price does not allow Deane to escape an existing fixed-price term.

83. Rolling Services

Unless the Order provides a different arrangement, either party may end a Rolling Service by giving reasonable written notice.

Any specific notice period applying to the Service will be stated on the Sales Order or otherwise agreed with the Customer.

Deane will not use termination simply as a way of retrospectively imposing a price increase.

84. Material breach

Either party may terminate an affected Service where the other:

- commits a material breach which cannot reasonably be remedied; or
- commits a material breach which can be remedied but fails to remedy it within a reasonable period after being told about it.

Thirty days will normally be considered reasonable for a remediable contractual breach unless the circumstances justify a shorter or longer period.

A serious security, legal or safety issue may require more immediate action.

85. What happens after termination

Termination does not remove rights, obligations or charges which have already arisen.

Depending on the Service:

- Service access may stop;
- equipment belonging to the other party may need to be returned;
- Customer data may need to be exported before termination;
- deletion will take place in accordance with these Terms;
- committed third-party charges already validly agreed may remain payable; and
- transition assistance may be requested.

Additional transition, export or migration work may be chargeable.

Customers should not assume that Deane will continue holding Service data after termination.

The specific deletion provisions for Backup Services and Personal Data apply.

PART 18 – RESPONSIBILITY, SERVICE RISK AND LIABILITY

86. Technology Services, backups and responsibility for losses

86.1 Technology Services reduce risk; they do not remove it

Unless Deane expressly agrees a guaranteed level of performance in an Order, technology Services are supplied using reasonable professional care and skill but are not guarantees that:

- hardware will never fail;
- software will never fail;
- internet connectivity will always be available;
- remote working will always be available;
- a cyber-security incident will never occur;
- a third-party provider will never suffer an outage;
- every backup will always contain every item the Customer expects;
- every backup will always be recoverable in every possible circumstance; or
- recovery will always take place within a particular time.

86.2 The Customer remains responsible for backup assurance

Where a Customer relies on backup for important information, the Customer remains responsible for satisfying itself that:

- the correct systems and information are being protected;
- the configuration is suitable for its requirements;
- available retention meets its requirements;
- any backup exceptions or problems brought to its attention are considered; and
- restoration of important information has been proven to the level the Customer requires.

Where proving restoration is important, the Customer should request or purchase appropriate restoration testing.

Deane will carry out the activities expressly included in the Backup Service with reasonable care and skill.

The existence of a Backup Service does not transfer the Customer's entire responsibility for data assurance, risk management or business continuity to Deane.

86.3 Remote working and remote connectivity

Where Deane provides or configures remote working, remote access or a virtual private network, the Service is provided using reasonable professional efforts unless a guaranteed service level has expressly been purchased.

Operation may depend on systems and services outside Deane's control.

Deane therefore does not guarantee continuous remote-working connectivity simply because Deane configured or manages the remote access arrangement.

86.4 Business losses

For Business Customers, and subject to liability which cannot lawfully be excluded or restricted, Deane is not responsible for indirect or consequential losses arising from the failure, interruption or unavailability of a technology Service.

This includes indirect or consequential loss of:

- profit;
- revenue;
- business;
- opportunity;
- anticipated savings;
- contracts;
- goodwill; or
- productivity.

Deane is not an insurer of the Customer's business.

The Customer is responsible for deciding what level of resilience, redundancy, backup, recovery testing and insurance its organisation requires.

What this means for you

A Backup Service is a protection tool.

It is not an insurance policy against every possible consequence of data loss.

The Customer needs to make sure that the things which matter are included and, where restoration is genuinely business-critical, that restoration has been proven to the required level.

Likewise, if we provide secure remote working, we will use reasonable professional efforts to make the Service operate correctly.

We cannot guarantee every internet connection, electricity supply, third-party platform and network between somebody's home and their workplace.

If equipment failure occurs within Deane's environment, Deane's will assume responsibility for re-establishing services at its cost including the reseeded of data.

87. Liability which cannot be excluded

Nothing in these Terms excludes or limits liability where doing so would be unlawful.

This includes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- any other liability which the law says cannot be excluded or limited.

Consumer statutory rights are also protected.

88. Business Customer liability cap

This clause applies to Business Customers.

Subject to clause 87, Deane's total aggregate contractual liability arising from an affected Service during a twelve-month period will not normally exceed **the charges paid or payable for that affected Service during that twelve-month period**.

Where the Service has existed for less than twelve months, the cap will be based on the charges reasonably expected to be payable for the first twelve months of that Service.

For goods, Deane's aggregate contractual liability relating specifically to those goods will not normally exceed the amount paid for the affected goods.

A different liability arrangement may be expressly agreed in an Order where the nature or value of the risk requires it.

Any limitation is subject to applicable statutory requirements, including any applicable reasonableness test.

The Unfair Contract Terms Act 1977 contains statutory controls and a reasonableness test applying to certain business exclusions and limitations of liability.

What this means for a Business Customer

If the potential financial consequence of a technology failure is massively greater than the value of the Service you are buying from us, tell us.

We can then discuss whether:

- you need a different technical design;
- additional resilience is appropriate;
- additional testing is required;
- a different contractual risk allocation is required; or
- you need appropriate insurance.

We cannot reasonably provide a relatively inexpensive technology Service while silently accepting unlimited liability for the entire value of somebody else's organisation.

89. Consumer liability

This clause applies to Consumers.

Deane is responsible for loss or damage which is a foreseeable result of Deane breaching the contract or failing to use reasonable care and skill.

Deane is not responsible for loss which was not reasonably foreseeable.

Where a Consumer uses goods or Services for business purposes, Deane is not responsible under the Consumer agreement for commercial losses such as lost profit or business opportunity.

Nothing in these Terms restricts a Consumer right which cannot legally be restricted.

90. Customer-controlled risks

Deane is not responsible for loss to the extent that it results from:

- an instruction given by the Customer;
- materially inaccurate information supplied by the Customer;
- an unauthorised Customer or third-party change;
- the Customer ignoring a material written security or technical warning;
- unsupported technology deliberately retained after an appropriate warning;
- systems outside Deane's agreed responsibility; or
- circumstances genuinely outside Deane's reasonable control.

This does not remove Deane's responsibility to use reasonable care and skill in carrying out the work Deane has actually agreed to perform.

PART 19 – BUSINESS CREDIT AND PERSONAL GUARANTEES

91. Business credit accounts

Business credit facilities are offered at Deane's discretion.

Deane may:

- set or review a credit limit;
- carry out appropriate credit checks;
- require payment before supply; or
- require security such as a Personal Guarantee.

92. Personal Guarantees

Simply being a director, shareholder, employee or representative of a Business Customer does **not**, by itself, make that person personally liable for the Business Customer's debts to Deane under these Terms.

Personal liability arises where an individual separately signs a Deane Business Account Application, Personal Guarantee or other written document which creates that personal liability.

Where the signed guarantee states that the Guarantor is jointly and severally liable with the Business Customer, Deane may enforce that guarantee in accordance with its terms.

Where more than one person has validly given such a guarantee, their liability may also be joint and several where the signed guarantee provides for this.

What this means for a director

If you sign an Account Form containing a Personal Guarantee, read it carefully.

A valid Personal Guarantee means that some or all of the company's debt may become **your personal financial responsibility**.

Where the guarantee makes liability joint and several, Deane may be entitled to pursue the company, an individual Guarantor, or more than one Guarantor for the guaranteed amount in accordance with the guarantee.

If you do not understand that commitment, obtain independent advice before signing it.

PART 20 – GENERAL LEGAL TERMS

93. Events outside reasonable control

Neither party is responsible for delay or failure caused by circumstances genuinely outside its reasonable control.

Examples may include:

- widespread power failure;
- major communications failure;
- natural disaster;
- war;
- terrorism;
- government action;
- major third-party infrastructure failure; or
- a serious cyber-security incident occurring despite reasonable security precautions.

The affected party should take reasonable steps to reduce the effect where possible.

The specific rules concerning supplier withdrawal and fixed-term pricing still apply.

94. Subcontractors

Deane may use appropriately qualified employees, contractors and suppliers to deliver Services.

Where a third party processes Customer Personal Data on Deane's behalf, the Data Processing provisions concerning Sub-processors apply.

95. Assignment

A Business Customer may not transfer an Order to another organisation without Deane's written consent, which will not be unreasonably withheld.

Deane may transfer the contractual relationship as part of a genuine business sale, restructuring or transfer, provided that this does not materially reduce the Customer's contractual protection.

Consumer statutory rights remain unaffected.

96. Notices

Formal contractual notices may be sent:

- by email to an authorised contractual contact;
- by post to the last notified address; or
- through another written method agreed between the parties.

A routine helpdesk ticket does not automatically constitute notice to terminate a Service unless it clearly says that termination is being requested.

97. Complaints

If you are unhappy with goods or Services supplied by Deane, please tell us.

We would rather have the opportunity to investigate and resolve a problem than leave it unresolved.

Making a complaint does not reduce any legal right which you have.

98. Entire agreement for Business Customers

For Business Customers, the relevant Order, these Terms and anything expressly incorporated into them form the agreement concerning that Order.

Nothing in this provision excludes liability for fraud or fraudulent misrepresentation.

This clause does not remove statutory Consumer protections.

99. No waiver

If either party does not immediately enforce a contractual right, this does not mean that the right has permanently been given up.

100. Severability

If part of these Terms is found invalid or unenforceable, the remainder will continue to apply.

Where lawful, the affected provision should be treated as modified only as much as reasonably necessary to make it enforceable.

101. Third-party rights

Unless these Terms expressly say otherwise, a person who is not Deane or the Customer does not have a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

A separately signed Personal Guarantee remains enforceable according to its own terms.

102. Governing law

These Terms and Orders are governed by the law of England and Wales.

For Business Customers, the courts of England and Wales have exclusive jurisdiction.

Consumers retain any mandatory legal rights they have concerning where proceedings may be brought.

PART 21 – HOW THESE TERMS ARE USED

103. These Terms do not have a signature page

These Terms do not require the Customer to separately sign this document.

The applicable Sales Order should identify the version of these Terms and provide the Customer with access to them before or when the Customer accepts the Order.

For example:

"This Order is supplied subject to the Deane Computer Solutions Limited Terms and Conditions, Version 1.1 dated 29 August 2026."

By accepting the Order, the Customer confirms that it has been provided with access to and agrees that those Terms and Conditions apply to this Order.

The Order may also identify the general type of supply, for example:

- Goods;
- Managed Information Technology;
- Backup;
- Professional Services;
- Software and Cloud Services; or
- another relevant Service category.

This helps the Customer understand immediately which sections of these Terms are relevant to the purchase.