Blackdown Digital

BLACKDOWN DIGITAL

Terms of Business

The terms that apply to every Blackdown Digital engagement

Blackdown Digital Services Limited · Company number 17517551
Version 3.2 · Effective 15 November 2026

These Terms of Business ("Terms") govern the Services that Blackdown Digital Services Limited, trading as Blackdown Digital (company number 17517551) ("Supplier", "we", "us"), provides to business clients ("Client", "you") under an Order. They do not apply to free checks or to publications we sell. They apply to every Order, subject to clause 4.3. You accept them as set out in clause 4.1.

Key points at a glance

- Every package is **fixed-scope and remote-first**: a **Device Check**, a **Gap Assessment** or **Full Support**. A **Policy and Evidence Pack** is included in Full Support.
- **On-site visits** are available by arrangement at fixed prices by travel zone. You can cancel or rearrange one free of charge with at least 48 hours' written notice.
- We do not provide 24/7 support, IT call-outs or open-ended retainers.
- We provide **readiness support only**. We are not a Certification Body, we do not issue certificates and we cannot guarantee that one will be issued.
- Certification Body fees are **paid by you directly** to the Certification Body and are not included in our fees.
- Payment is **50% on acceptance and 50% on delivery** unless your Order says otherwise. A Device Check is invoiced in full on acceptance. Invoices are due within 14 days, by bank transfer or card.
- A director, owner or equivalent at your organisation must **review and sign** the final declaration. With Full Support, we draft the answers with you.
- With **Full Support**, if you don't pass first time we help you fix the issues and make **one resubmission** at no extra cost from us, on the conditions in clause 3.6. The Certification Body may charge a fee to reassess. Answering the assessor's questions before a decision is included, and is not a resubmission.
- We are **not VAT-registered**, so no VAT is added to our fees.
- *This summary is for convenience only. The clauses below are what govern the agreement.*

1 Definitions and interpretation

1.1 "Business Day" means a day other than a Saturday, Sunday or public holiday in England.

1.2 "Certification Body" means an IASME-licensed body authorised to assess and issue Cyber Essentials or Cyber Essentials Plus certificates.

1.3 "Client Data" means data the Client gives the Supplier, or that the Supplier accesses, under an Order, including the files, reports, working notes and copies made from it. It does not include the Supplier's own business records: the Order, invoices, payment records, correspondence with the Client and remote session logs.

1.4 "Data Processing Agreement" means the Supplier's Data Processing Agreement, in the version in force at the date of the Order.

1.5 "Deliverables" means the written outputs the Supplier produces for the Client under an Order, such as Device Check summaries, gap assessment reports, fix lists, the Policy and Evidence Pack and questionnaire answers.

1.6 "Device Check" means the package in which the Client runs the Supplier's device check software on its Windows computers and uploads the encrypted data files it produces to the Supplier, and the Supplier prepares a summary for the business.

1.7 "Gap Assessment" and "Full Support" mean the packages of those names described in clause 3 and in the Order.

1.8 "On-site Visit" means attendance by the Supplier at the Client's premises, booked as a half day or full day under an Order.

1.9 "Order" means a proposal, package description or statement of work from the Supplier that the Client has accepted under clause 4.1. It sets out the scope, price and any special conditions.

1.10 "Policy and Evidence Pack" means the set of policies and evidence records the Supplier prepares for the Client's business, which refers to roles, not named individuals. It is included in Full Support only.

1.11 "Services" means the Cyber Essentials readiness services described in an Order. They may include a Device Check, a Gap Assessment, Full Support (which includes a Policy and Evidence Pack), remote support sessions and On-site Visits.

1.12 "Software" means the Supplier's device check software and its fix tool.

1.13 "Subprocessor" has the meaning given in the Data Processing Agreement.

1.14 "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018, read together with the Data Protection Act 2018, in each case as amended from time to time (including by the Data (Use and Access) Act 2025).

1.15 Headings do not affect interpretation. The singular includes the plural and the other way round. "Including" means "including without limitation". "In writing" includes email.

2 Appointment and nature of services

2.1 The Client appoints the Supplier to provide the Services described in each Order. The appointment is not exclusive.

2.2 The Services are provided only to businesses. The Client confirms that it enters into each Order for the purposes of its trade, business or profession, and not as a consumer.

2.3 The Supplier delivers the Services remotely, unless an Order includes On-site Visits (see clause 5). The Supplier does not provide 24/7 support, IT call-outs, out-of-hours cover, managed security monitoring or open-ended retainers.

2.4 The Supplier provides readiness support only. The Supplier is not a Certification Body, does not issue certificates and cannot guarantee that one will be issued. Certification depends on the Client putting the controls in place and keeping them in place, and on the Certification Body's independent assessment.

2.5 The Supplier will perform the Services with reasonable skill and care, in line with good industry practice for a small specialist consultancy. Time is not of the essence unless an Order says so.

3 Packages

3.1 The Order states which package the Client has bought and lists its Deliverables. A package includes only what this clause 3 and the Order say it includes.

3.2 **Device Check.** A Device Check covers only the Windows computers on which the Client runs the device check software. It does not cover Macs, phones, tablets, network equipment, firewalls or cloud accounts. It does not include fixes or a review call unless the Order says so.

3.3 **Results.** Device check results show the state of a device when it was checked. They are a readiness aid, not a certificate or a guarantee of security.

3.4 **Gap Assessment.** In a Gap Assessment the Supplier reviews the Client's computers, phones, tablets, network, firewall and cloud accounts in scope against the Cyber Essentials requirements. The Supplier then gives the Client a gap assessment report and a fix list. It does not include making the fixes or drafting questionnaire answers unless the Order says so.

3.5 **Full Support.** Full Support includes everything in a Gap Assessment. The Supplier will also help the Client make the fixes, draft the questionnaire answers with the Client, help the Client apply, and answer with the Client any questions the assessor asks before the Certification Body decides. Answering those questions is part of Full Support and does not count as a

resubmission. The Supplier configures Microsoft 365 or Google Workspace only as part of Full Support.

3.6 **Resubmission.** The resubmission applies only if the Certification Body fails the Client's application. With Full Support, the Supplier will then help the Client fix the issues the Certification Body identifies and make one resubmission at no extra charge, provided that: (a) the Client makes the agreed fixes within 30 days of the result, or within any shorter deadline the Certification Body sets; and (b) the failure was not caused by changes the Client made, or information it did not give, after the answers were agreed. Any further help is quoted separately. The Client must pay any fee the Certification Body charges to reassess.

3.7 **Policy and Evidence Pack.** The Policy and Evidence Pack is part of Full Support. The Supplier prepares the Policy and Evidence Pack from the Client's own reports and answers. The Client is responsible for checking that it reflects how the business works before adopting it. The pack supports the Client's self-assessment. It is not legal advice and does not guarantee certification.

4 Orders, change control and duration

4.1 **Formation.** A contract is formed on the earliest date on which the Client: (a) accepts an Order in writing; (b) instructs the Supplier in writing to begin work; or (c) pays any invoice for the Order.

4.2 **The contract.** Each contract consists of the Order, these Terms and the Data Processing Agreement. It is the entire agreement between the parties about its subject matter and replaces all earlier discussions. Neither party has relied on any statement that is not set out in it.

4.3 **Precedence.** If these documents conflict: (a) the Order prevails on scope, price, payment schedule and specific exclusions; (b) the Data Processing Agreement prevails on data protection; and (c) these Terms prevail on everything else.

4.4 **Version.** The version of these Terms and of the Data Processing Agreement in force at the date of an Order applies to that Order. The Supplier may issue a new version for future Orders.

4.5 **Changes.** Any change to the scope or price of an Order, or to these Terms as they apply to an Order, must be agreed by both parties in writing before any extra work starts. The Supplier need not do work that is outside the scope of the Order.

4.6 **Basis of the Order.** Each Order is based on the information the Client gives and on its systems as they are when the Order is accepted. If they change materially afterwards, the scope and price may need to change under clause 4.5.

4.7 **When an Order ends.** An Order ends on the earliest of: (a) for Full Support, the Certification Body's decision to pass the Client's application. If the Certification Body fails the application, the Order continues until its decision on the resubmission under clause 3.6 or, if no resubmission is made within the period in clause 3.6(a), until the end of that period; (b) for any other package, delivery of the final Deliverable; (c) for Full Support, 90 days after delivery of the final Deliverable if the Client has not by then applied for assessment; or (d) termination under clause 14 or clause 15.

5 On-site visits

5.1 On-site Visits are available within approximately three hours' drive of the Supplier's base in South Somerset. The Supplier may decline a visit further away, or quote for it separately in writing.

5.2 A half day is up to 3.5 hours on site and a full day is up to 7 hours on site. Visits in Zone 3 are full days only.

5.3 Visit prices are fixed by travel zone, as published on the Supplier's website at the date of the Order and confirmed in the Order. They include travel time and mileage. Parking and tolls are charged at cost.

5.4 Visit fees are charged on top of the package price. They are listed in the Order and are payable under clause 8.

5.5 For each On-site Visit the Client must: (a) give safe access to its premises and to the systems, devices and accounts involved; (b) tell the Supplier in advance about any site rules, security or health and safety requirements; and (c) make sure that a person who can authorise changes is available throughout the visit.

5.6 **Cancellation.** The Client may cancel or rearrange an On-site Visit free of charge by giving written notice at least 48 hours before its booked start time. With less notice, or if the visit cannot go ahead because access, systems or an authorised person are not available, the Supplier may charge up to the full visit price. The 48 hours run from the time the Client sends the notice. Clause 17.6 does not affect this.

5.7 If the Supplier cannot attend because of illness, severe weather, travel disruption or another reason beyond its reasonable control, it will tell the Client as soon as possible and offer another date or remote delivery. The Supplier is not liable for the change.

5.8 The Supplier stays on site beyond the booked time only by agreement, and charges the extra time as a further half or full day. The Supplier does not take away Client equipment or paper records.

6 Software and remote sessions

6.1 The Supplier may provide its Software as part of the Services. It supplies the device check as a download prepared for the Client, with a licence in the Client's name. The Client confirms that it is authorised to run the Software on each device it runs it on.

6.2 **Licence period.** The Software works until the end date the Supplier gives when it sends the Software, normally 30 days later. The licence may be limited to the number of computers agreed in the Order. After the end date the Software stops working. The Supplier will provide a new download on request while the Order continues.

6.3 The device check only reads system settings. It does not change anything, and it does not read the contents of documents, emails or files. It installs nothing and removes its working files when it closes. Each report shows the name of the business and the licence it was made with.

6.4 **What the device check produces.** For each computer, the device check produces a PDF report that the Client can read and keep, and an encrypted data file holding the same findings. Only the Supplier can open the encrypted data file, using its own in-house toolkit. The Client must send the Supplier only the encrypted data file, as it was produced, and must not alter it or try to open it. The PDF report is for the Client's own records, and the Client must not send it to the Supplier.

6.5 The fix tool only makes changes that the Client has approved for that device. The Client must have a current, working backup before any change is made (see clause 7.1(f)).

6.6 The Client may use the Software only on its own computers and only until the Order ends. Except to the extent the law allows, the Client must not share, copy, modify, reverse-engineer or redistribute the Software, or try to get round the licence.

6.7 **Remote sessions.** The Supplier provides remote support through Zoho Assist, a Subprocessor. The Supplier will change provider only after telling the Client under clause 11.4. The Client joins each session from a link or short code, and a session starts only when the person at the device gives permission on screen. The Client can see everything the Supplier does and can end the session at any time.

6.8 Remote sessions are encrypted, time out when idle and are logged. The Supplier's account is protected by multi-factor authentication.

6.9 **Unattended access.** Unattended access means access without someone at the device to accept each session. The Supplier sets it up only at the Client's written request. The Supplier will remove it within 2 Business Days of the Order ending or of the Client's written request, whichever is earlier.

7 Client obligations

7.1 The Client must:

(a) give the Supplier accurate and complete information about its systems, users, cloud services, policies and requirements within 5 Business Days of each request;

(b) give the Supplier the remote access to systems, accounts and data that it reasonably needs to perform the Services, and join remote sessions when arranged;

(c) make sure that a director, owner or equivalent reviews the answers and signs the final Cyber Essentials declaration (the Supplier will not sign it for the Client);

(d) decide which of the recommended controls to implement, and maintain those it implements. The Client accepts that controls it does not implement or maintain may cause its assessment to fail;

(e) tell the Supplier in writing within 2 Business Days of any material change that could affect the answers or the scope. Examples are new or replaced computers, phones, routers or firewalls, a new cloud service, staff joining or leaving, and admin rights added or removed;

(f) make sure that current, working backups of its systems and data exist before any change is made by the Client, its IT provider, the fix tool or the Supplier;

(g) send device check data files, configuration files and other files to the Supplier only through the private upload link the Supplier provides, or by encrypted file transfer during an attended remote session. If the Client cannot use either method, it may send an AES-256 encrypted archive and give the password by phone. The Client must never send unencrypted files by email;

(h) comply with all applicable laws, including the UK GDPR, in respect of personal data under its control;

(i) where an On-site Visit is booked, comply with clause 5.5;

(j) pay all invoices in accordance with clause 8; and

(k) not use the Services, Software or Deliverables for any unlawful purpose.

7.2 The Client alone is responsible for the legality, accuracy and appropriateness of its own data and for deciding which controls to implement or maintain. If the Client does not meet its obligations in clause 7.1, delivery may be delayed, the scope and price may need to change under clause 4.5, and the outcome of any assessment may be affected. The Supplier is not liable for these consequences.

8 Fees and payment

8.1 **Fees.** The fees are stated in the Order. A Device Check costs £300 for up to 10 computers, plus £20 for each extra computer, unless the Order says otherwise. The price of a Gap Assessment or Full Support is based on the number of computers in scope, counting both Windows and Mac computers. The Supplier's published price bands cover up to 49 computers, and it quotes individually for 50 or more.

8.2 **VAT.** The Supplier is not registered for VAT, so no VAT is added to its fees. If the Supplier registers for VAT, it will give the Client at least 30 days' written notice, and will add VAT at the prevailing rate only to invoices issued after registration.

8.3 **When fees are invoiced.** Unless the Order says otherwise: (a) a Device Check is invoiced in full on acceptance of the Order; and (b) a Gap Assessment and Full Support are invoiced 50% on acceptance of the Order and 50% on delivery of the final Deliverable. For a Gap Assessment, the final Deliverable is the gap assessment report and fix list. For Full Support, it is the agreed questionnaire answers, ready for the Client to submit.

8.4 **Delivery and errors.** A Deliverable is delivered when the Supplier sends the Client the link to it. If the Client reports an error in a Deliverable within 14 days of delivery, the Supplier will correct it at no charge.

8.5 **Long-stop.** If delivery of the final Deliverable is delayed by more than 30 days because the Supplier is waiting for information, access or action from the Client, the Supplier may invoice the balance of the fees at that point.

8.6 **Payment.** Invoices are due within 14 days of the invoice date. The Client may pay by bank transfer to the account shown on the invoice, or by debit or credit card using the secure payment link on the invoice. Card payments are processed by Stripe, and no surcharge is added.

8.7 **Device Check credit.** If the Client accepts an Order for a Gap Assessment or Full Support within 30 days of the date on which the Supplier sends the Client its Device Check summary, the Supplier will take £300 off the price of that Order. The credit is £300 whatever the Device Check cost.

8.8 **Extra computers.** If the Client checks, or has in scope, more computers than the number stated in the Order, the Supplier may charge for the extra computers: (a) for a Device Check, at £20 per extra computer; and (b) for any other package, at the rate per extra computer stated in the Order. If the Order states none, the Supplier will quote the extra amount in writing and the Client must accept it before the Supplier does further work on the extra computers. The Supplier will tell the Client before invoicing any extra amount.

8.9 **Suspension.** If an invoice is unpaid 14 days after its due date, the Supplier may suspend all work under any Order by giving the Client 3 Business Days' written notice. Work resumes when the invoice is paid, and delivery dates move back by the length of the suspension. The Client must still pay.

8.10 Overdue amounts may attract statutory interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

8.11 **Certification Body fees.** The Client pays the Certification Body's fees, and any VAT on them, directly to the Certification Body. These fees and any other third-party costs are not included in the Supplier's fees unless the Order says so.

8.12 The Supplier may increase its standard package prices for new Orders on 30 days' written notice. Orders already accepted are not affected.

9 Intellectual property

9.1 The Client keeps all rights in its existing data, configurations, trade marks and other intellectual property.

9.2 The Supplier keeps all rights in the Software and in its existing tools, methods, templates and know-how, and in any improvements to them.

9.3 **Licence.** Once the Client has paid all fees due under the Order, the Supplier grants the Client a perpetual, non-exclusive, non-transferable licence to use, copy and adapt the Deliverables for its internal business purposes. The Software is licensed only under clause 6.

9.4 The Client may share the Deliverables with its IT service providers, professional advisers and insurers, with a Certification Body for an assessment, and with customers or prospective customers who ask for evidence of its security. Otherwise the Client must not give the Deliverables to third parties without the Supplier's prior written consent.

10 Confidentiality

10.1 Each party must keep confidential all information the other party discloses that is marked confidential, or that a reasonable person would regard as confidential. It must use that information only to perform or receive the Services.

10.2 Clause 10.1 does not apply to information that: (a) is or becomes public other than by breach of this clause; (b) the receiving party already knew without any duty of confidence; (c) the receiving party develops independently; or (d) must be disclosed by law or to a regulator, provided the receiving party gives prior notice where the law allows.

10.3 The Supplier will not name the Client as a client, or publish a case study or testimonial about its work for the Client, without the Client's prior written consent.

10.4 These obligations continue for five years after the Order ends.

11 Data protection

11.1 Where the Supplier processes personal data on the Client's behalf in providing the Services, the Supplier is a processor and the Client is the controller. Both parties must comply with the Data Processing Agreement, which forms part of each contract. If these Terms or an Order conflict with the Data Processing Agreement on data protection, the Data Processing Agreement prevails.

11.2 The Supplier will process that personal data only on the Client's documented instructions, and will use appropriate technical and organisational measures to protect it.

11.3 The Client warrants that it has a lawful basis for the processing and that its instructions to the Supplier are lawful.

11.4 The Supplier processes that personal data in the United Kingdom and the European Economic Area, using the Subprocessors and locations listed in the Data Processing Agreement. By accepting an Order, the Client authorises this. The Data Processing Agreement also discloses where a Subprocessor may access or process limited data from outside the UK and EEA to support or run its service, and the safeguard that applies. The Supplier will use a new Subprocessor or location only after telling the Client in advance, as set out in the Data Processing Agreement.

11.5 The Supplier's Privacy Notice explains how it uses personal data as a controller, including in its own business records.

12 Warranties and residual risk

12.1 The promise in clause 2.5 is the Supplier's only warranty about the Services. All other warranties, conditions and terms implied by statute or common law are excluded to the fullest extent the law permits.

12.2 Cyber Essentials certification is an independent assessment by a Certification Body. The Supplier bases its Deliverables and recommendations on the information available, and on the Client's systems as configured, at the time. A risk remains that: (a) the Client does not maintain the controls after handover; (b) the Certification Body interprets a requirement differently; (c) new vulnerabilities or changes to the scheme arise; or (d) systems outside the agreed scope

affect the outcome. The Supplier is not liable if a certificate is not issued for any of these reasons.

13 Liability

13.1 Nothing in these Terms excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under English law.

13.2 **Cap.** Subject to clause 13.1, the Supplier's total liability arising out of or in connection with any Order (whether in contract, tort including negligence, breach of statutory duty or otherwise) will not exceed the greater of the fees paid by the Client under that Order and £25,000. In any event, the Supplier's total liability to the Client under all Orders will not exceed £50,000.

13.3 Subject to clause 13.1, the Supplier is not liable for any indirect or consequential loss, or for loss of profit, business, revenue, anticipated savings or goodwill. The Supplier is liable for loss of data only to the extent that its negligence caused the loss, and only up to the limit in clause 13.2.

13.4 **Indemnity.** The Client must indemnify the Supplier against third-party claims arising from: (a) the Client's unlawful processing of personal data; or (b) the Client's data or instructions infringing a third party's rights. This indemnity does not apply to the extent that the claim was caused by the Supplier's negligence or breach.

13.5 The limits in this clause are a fair allocation of risk, given the fixed scope of the Services, the fees charged and the professional indemnity insurance the Supplier holds. The Client is responsible for arranging its own insurance.

14 Termination

14.1 Either party may terminate an Order immediately by written notice if the other party: (a) commits a material breach and does not remedy it within 14 days of written notice describing the breach; or (b) becomes insolvent, enters administration or has a receiver appointed.

14.2 The Client may terminate an Order for convenience on 14 days' written notice. The Supplier will send the Client a statement within 14 days of termination, valuing the work performed as a fair proportion of the fixed price and adding any third-party costs that cannot be cancelled. The Supplier will refund any overpayment within 14 days of the statement, and the Client must pay any shortfall within 14 days of invoice.

14.3 **Deletion.** Within 30 days after an Order ends, the Supplier will delete the Client Data. If the Client asks before then, the Supplier will return a copy first. The Supplier keeps copies only where UK law requires it, or where the Client asks in writing for them to be kept for a stated period of no more than 12 months. The Supplier will confirm deletion in writing on request. Within the same 30 days the Supplier will remove any access it still has to the Client's systems.

14.4 Clauses that by their nature should continue after an Order ends will do so, including clauses 8 (for sums due and the correction of errors), 9, 10, 11, 12, 13, 14.3 and 16.

15 Force majeure

15.1 Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including failure of third-party cloud or internet services, natural disaster, epidemic, illness or injury of the Supplier's consultant, government action or industrial dispute. The affected party must tell the other promptly and take reasonable steps to limit the effect. If the event continues for more than 30 days, either party may terminate the affected Order by written notice without liability, except for fees already due.

16 Non-solicitation

16.1 While an Order continues and for 12 months after it ends, neither party will solicit or entice away any employee or contractor of the other who was involved in the Services, without the other's prior written consent. This does not stop either party from employing a person who responds to a genuine public advertisement.

17 General

17.1 If any provision is invalid or unenforceable, the rest continue in force. The invalid provision is changed only as far as needed to make it valid.

17.2 A failure or delay in enforcing a right is not a waiver of that right.

17.3 **Assignment and subcontracting.** The Client may not assign or transfer its rights or obligations without the Supplier's prior written consent. The Supplier does the work itself. It will not subcontract the Services without the Client's prior written consent, and remains responsible for any subcontractor's work.

17.4 Nothing in these Terms creates a partnership, joint venture or agency. Neither party has authority to bind the other.

17.5 A person who is not a party to an Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

17.6 **Notices.** Notices must be in writing and sent by email: to the Supplier at hello@blackdowndigital.co.uk, and to the Client at the address in the Order. An email sent before 5pm on a Business Day is deemed received that day. Any other email is deemed received on the next Business Day.

17.7 **Complaints.** The Client should first raise any complaint with hello@blackdowndigital.co.uk. The Supplier will reply within 5 Business Days.

17.8 These Terms and each Order are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

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