HOWDY GEEK

Business Terms & Conditions for Services

Effective: 1 November 2026

Legal entity	Howdy Geek Ltd
Registered office	167-169 Great Portland Street, London, W1W 5PF
Company registration number	15585348
VAT registration number	464 5619 68

B2B TERMS

These Terms are intended for customers acting in the course of business. They should be read with the applicable quotation, order form, service agreement or statement of work.

1. About these Terms

1.1 These Terms and Conditions govern the supply of IT support, managed services, consultancy, project management, professional services, hardware, software, cloud services, licences and related services (Services) by Howdy Geek Ltd, a company registered in England and Wales under company number 15585348, whose registered office is at 167-169 Great Portland Street, London, W1W 5PF (Howdy Geek, we, us or our), to the business customer purchasing or using the Services (Customer, you or your).

1.2 These Terms apply when you accept a quotation, order form, service agreement or statement of work, instruct us to proceed, purchase goods or licences from us, or otherwise begin using the Services.

1.3 The Contract comprises, in descending order of precedence: (a) any expressly agreed service agreement or statement of work; (b) the accepted quotation or order form; and (c) these Terms. A document will only override these Terms where it expressly states that it does so.

1.4 These Terms are intended for business customers. If you are contracting as a consumer, you must tell us before ordering Services because different legal rights may apply.

1.5 No variation is binding unless agreed in writing by an authorised representative of Howdy Geek.

2. Definitions and interpretation

Business Day means a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business.

Business Hours means our normal published support hours, as amended from time to time, excluding public holidays, unless a Service Agreement states otherwise.

Contract means the agreement between you and us comprising the documents described in clause 1.3.

Incident means an unplanned interruption to, or reduction in the quality of, an IT service.

Service Request means a request for information, access, a standard change, new user, device setup, installation, configuration, procurement, training or other planned activity that is not an Incident.

Third-Party Service means any product or service supplied, hosted, licensed or operated by a third party, including internet, telecommunications, cloud, software-as-a-service, domain, hosting, security, backup and vendor services.

Writing includes email.

3. Our Services

3.1 We will provide the Services with reasonable care and skill and substantially in accordance with the applicable Contract.

3.2 Unless expressly stated otherwise, dates and times for performance are estimates. Time is not of the essence.

3.3 We may make reasonable changes to the method of delivery where necessary for security, safety, legal, regulatory, technical or operational reasons, provided that the overall nature of the contracted Service is not materially reduced.

3.4 Work outside the agreed scope is chargeable at our then-current rates unless otherwise agreed in writing.

3.5 We may use suitably qualified employees, contractors and subcontractors to provide the Services. We remain responsible for our contractual obligations, subject to these Terms.

4. Support Services and service levels

4.1 Any service level, priority definition, target response time, support window or escalation process will be set out in the applicable Service Agreement, quotation or published support schedule.

4.2 Unless expressly stated as a guaranteed service level, response and resolution times are targets and not guarantees.

4.3 A response means that the request has been acknowledged, triaged or work has commenced. It does not mean that the issue will be resolved within the response target.

4.4 Priority is determined by us acting reasonably, taking account of business impact, number of affected users, availability of a workaround, security risk and service criticality. A customer's description of a request as 'urgent' does not automatically determine its priority.

4.5 Resolution may depend on customer availability, third-party suppliers, replacement parts, licensing, internet connectivity, vendor support, backups, warranties or other matters outside our control. Any period during which we are waiting for the Customer or a third party may be excluded from service-level measurement.

5. Remote support

5.1 Remote support is principally intended for diagnosis, troubleshooting and break/fix support that can reasonably be delivered remotely.

5.2 Unless specifically included in your Service Agreement, remote support does not include unlimited project work, major changes, migrations, office moves, infrastructure deployment, bulk device builds, formal training, substantial new-user rollouts, complex application deployment, procurement projects or other planned professional services.

5.3 The fact that an activity can technically be performed remotely does not, by itself, make it part of a fixed-price remote support service.

5.4 Where remote support is described as unlimited, this means reasonable use for the supported users, devices and services within the agreed scope. We may discuss a revised package or additional charges where usage is materially abnormal, sustained, project-like or outside the agreed scope. We will not impose additional charges for such work without notifying you.

6. Onsite support

6.1 Onsite attendance is provided where included in your package or separately booked.

6.2 Retained onsite days are an allocation of a stated number of days within the relevant calendar month or billing period. For example, '8 onsite days per month' means eight days during that month and does not guarantee two days in every calendar week unless expressly agreed.

6.3 Onsite dates are subject to scheduling and engineer availability. Unless expressly agreed, unused included days do not roll over, accrue, create a credit or become refundable.

6.4 Additional onsite days are charged at the rate stated in your Contract or, if none is stated, our then-current rate.

6.5 Reasonable travel, parking, congestion, accommodation and subsistence costs may be charged where stated in the quotation or agreed in advance.

6.6 If an agreed onsite appointment is cancelled or materially rescheduled by you at short notice, we may charge for committed time and non-refundable costs. Any specific cancellation period will be stated in the relevant quotation or Service Agreement.

7. Projects, consultancy and professional services

7.1 Project and consultancy Services will be supplied against an agreed quotation, statement of work or written instruction.

7.2 Unless a fixed fee is expressly agreed, work is charged on a time-and-materials basis.

7.3 Scope changes, additional requirements, customer delays and assumptions that prove materially incorrect may require a change to cost, timing or both. We will notify you where reasonably practicable before undertaking material additional chargeable work.

7.4 Project deliverables depend on timely Customer decisions, access, information, testing, approvals and third-party cooperation.

8. Customer responsibilities

8.1 You must provide timely and accurate information, access, approvals, licences, facilities, credentials and cooperation reasonably required for us to provide the Services.

8.2 You are responsible for ensuring that persons instructing us are authorised to do so. We may rely on instructions that reasonably appear to come from an authorised contact.

8.3 You must maintain lawful licences and rights for software, data and systems supplied to or accessed by us.

8.4 You must tell us promptly about material changes to your environment, including hardware, software, users, sites, networks, suppliers and security arrangements.

8.5 Unless asset discovery or management is expressly included, you remain responsible for telling us about technology purchased, installed or changed without our involvement.

8.6 We are not responsible for delay, additional cost or loss caused by inaccurate information, withheld access, delayed decisions or failure to comply with this clause.

9. Security, credentials and access

9.1 We may require administrative accounts, remote-management agents, security tooling or privileged access to provide the Services.

9.2 You authorise us to use such access solely for providing, securing, administering and supporting the contracted Services.

9.3 You must use reasonable security controls, including strong authentication and multi-factor authentication where appropriate and technically available.

9.4 Where we recommend a security control, remediation, upgrade, replacement, backup, patch, supported operating system or other risk-reduction measure and you decline, defer or prevent its implementation, you accept the increased risk arising from that decision. We will not be liable for loss to the extent caused by that decision, subject always to clause 24.

9.5 We may suspend or restrict access or Services where we reasonably believe continued operation creates an immediate and material security risk. Where practicable, we will notify you and work with you to restore normal service.

10. Cybersecurity

10.1 No IT or cybersecurity service can guarantee that systems will never be compromised, disrupted or lose data.

10.2 Unless expressly included, our general IT support service is not a managed security operations service, continuous threat-monitoring service, penetration-testing service or guarantee of compliance with Cyber Essentials, Cyber Essentials Plus, ISO 27001 or another standard.

10.3 We may provide recommendations based on the information and access available to us, but the Customer remains responsible for its overall business risk decisions and regulatory obligations.

10.4 Security incidents requiring substantial investigation, containment, recovery, forensic analysis or specialist third-party assistance may be treated as additional chargeable work unless specifically included in your Service Agreement.

11. Backups and data

11.1 You are responsible for maintaining appropriate backups and recovery arrangements unless backup management is expressly included in the Contract.

11.2 Where we manage backups, the scope, retention, frequency, storage and monitoring arrangements are those stated in the applicable Service Agreement or product specification.

11.3 Backup systems reduce risk but do not guarantee recovery in every circumstance. You should maintain recovery arrangements proportionate to the importance of your data and operations.

11.4 Before undertaking material changes, we may reasonably require confirmation that a suitable backup exists. If you instruct us to proceed without one, you accept the associated risk, except to the extent that loss is caused by our negligence and cannot lawfully be excluded or limited.

12. Hardware and equipment

12.1 Hardware may be supplied directly by us or procured from a third party on your behalf.

12.2 Unless otherwise stated, quoted hardware prices may change before order if supplier pricing, exchange rates, availability, duties or manufacturer pricing changes.

12.3 Title to hardware supplied by us does not pass to you until we have received payment in full for that hardware. Risk passes on delivery unless otherwise agreed.

12.4 Manufacturer warranties apply according to the manufacturer's terms. We may assist with warranty claims where reasonable, but we do not provide a warranty beyond any warranty expressly given by us.

12.5 We are not responsible for defects, incompatibility or failure in equipment that you purchase independently contrary to our recommendation, except where we have expressly agreed responsibility for its selection or implementation.

13. Software, cloud services and licences

13.1 Software and cloud products are normally licensed rather than sold and remain subject to the relevant supplier's terms.

13.2 You agree to comply with applicable licence terms and not to use products beyond the number of licensed users, devices or permitted purposes.

13.3 Subscription charges may be billed monthly, annually or for another committed term. Cancellation of our support agreement does not automatically cancel a third-party subscription or remove a minimum supplier commitment.

13.4 Where a supplier does not permit cancellation or refund during a committed term, you remain responsible for charges incurred or committed on your behalf.

13.5 Third-party price increases, tax changes and currency changes may be passed through to you where they affect the cost of the relevant product or service, subject to any notice requirements in your Contract.

14. Third-Party Services

14.1 We may administer or support Third-Party Services including Microsoft 365, Google Workspace, internet services, hosting, telephony, domains, security products and other vendor platforms.

14.2 Unless we expressly provide the underlying service ourselves, the third party remains responsible for operating its platform. We are not responsible for an outage, defect, withdrawal, security event, change, data loss or service failure caused by that third party.

14.3 We will use reasonable efforts to assist with diagnosis, escalation and recovery where that assistance falls within your contracted scope.

14.4 Third-party terms, acceptable-use policies, service levels and privacy terms may apply directly to you.

15. Data protection and confidentiality

15.1 Each party will comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018, to the extent applicable to its processing.

15.2 Where we process personal data on your behalf as processor, the parties will enter into or be bound by appropriate data-processing terms where required by law.

15.3 Each party must keep the other's confidential information confidential and use it only for performing or receiving the Services, except where disclosure is required by law or to professional advisers, insurers, subcontractors or suppliers who are subject to appropriate confidentiality obligations.

15.4 Confidential information does not include information that is public through no breach of the Contract, was lawfully known already, is independently developed, or is lawfully received from a third party without restriction.

16. Fees, VAT and expenses

16.1 Fees are stated in the applicable quotation, Service Agreement or statement of work.

16.2 Unless expressly stated otherwise, all prices exclude VAT, which will be charged at the applicable rate.

16.3 We may charge reasonable pre-agreed or contractually stated expenses and third-party costs incurred in providing the Services.

16.4 Additional work outside scope will be charged at the agreed rate or, where no rate is stated, our then-current applicable rate.

16.5 We may require deposits, advance payment or payment for hardware, licences or third-party commitments before placing an order.

17. Invoicing and payment

17.1 We will invoice according to the billing arrangement stated in your Contract. Recurring services may be invoiced in advance.

17.2 Unless the invoice or Contract states otherwise, invoices are payable within 30 days of the invoice date.

17.3 Payment must be made in pounds sterling without set-off, counterclaim or deduction except where required by law.

17.4 If an undisputed amount is overdue, we may exercise our rights under the Late Payment of Commercial Debts (Interest) Act 1998, including statutory interest and applicable fixed recovery compensation, and may recover reasonable debt-recovery costs where permitted by law.

17.5 We may suspend Services for overdue undisputed invoices after giving reasonable notice. Suspension does not remove your obligation to pay recurring charges or third-party commitments that continue during suspension.

17.6 You must notify us promptly of any genuine invoice dispute and pay the undisputed portion when due.

18. Price reviews

18.1 Unless otherwise stated, we may review recurring service charges periodically, normally no more than once in any 12-month period.

18.2 We will give reasonable written notice of a material increase to our recurring service charges.

18.3 Changes imposed by third-party suppliers, taxes or regulatory charges may take effect in accordance with the relevant supplier terms and may not be subject to the same review cycle.

19. Initial term and renewal

19.1 The initial term is the period stated in the applicable quotation or Service Agreement. If no initial term is stated for a recurring managed support service, the initial term is 12 months.

19.2 After the initial term, the Contract will continue on a monthly rolling basis unless the Contract states a different renewal period.

19.3 Either party may terminate a monthly rolling Contract by giving at least one month's written notice, unless a different notice period is stated in the Contract.

19.4 Notice given during an initial committed term will take effect no earlier than the end of that term unless we agree otherwise.

20. Changes to Services

20.1 You may request a change to scope at any time. We will assess the effect on fees, resources, risk and delivery dates.

20.2 A material change is not binding until agreed in writing.

20.3 Minor operational changes needed to maintain or secure the Service do not require a formal change request, provided they do not materially reduce the contracted Service.

21. Suspension

21.1 We may suspend all or part of the Services where: (a) undisputed sums are materially overdue; (b) you materially breach the Contract; (c) continued provision presents a material security, legal or safety risk; (d) a supplier suspends a dependent Third-Party Service; or (e) you fail to provide access or cooperation necessary for us to perform.

21.2 Where reasonably practicable, we will give notice and an opportunity to remedy the issue before suspension.

21.3 We will restore Services within a reasonable period after the reason for suspension has been remedied, subject to resource and third-party availability.

22. Termination

22.1 Either party may terminate immediately by written notice if the other commits a material breach that is incapable of remedy or, if capable of remedy, fails to remedy it within 14 days after written notice requiring it to do so.

22.2 We may terminate or suspend the Contract if you fail to pay an undisputed amount after written notice and a reasonable opportunity to pay.

22.3 Either party may terminate immediately where the other becomes insolvent, enters administration or liquidation, ceases or threatens to cease business, or is subject to an analogous insolvency process, subject to applicable law.

22.4 Termination does not affect rights and liabilities accrued before termination.

23. Exit and handover

23.1 On termination, we will provide reasonable cooperation to transition the Services, subject to payment of all undisputed sums due.

23.2 Standard handover information reasonably held by us about your environment will be provided in an appropriate form. Substantial transition meetings, data migration, supplier onboarding, documentation creation, onsite attendance or project work may be chargeable at our then-current rates unless included in your Contract.

23.3 Once our administrative access to a system or Third-Party Service has been removed or transferred, we cannot be responsible for supporting or administering that system unless new access is provided and the Service remains within scope.

23.4 You are responsible for appointing replacement licensing, cloud, telecoms, hosting or other suppliers where required. If a service is billed through us and cannot continue after termination, you must complete any required transfer before the termination date.

23.5 Where a Third-Party Service is contracted directly by you, you remain responsible for maintaining valid billing information. We are not liable if a service is suspended after our payment method or administrative involvement is properly removed at the end of the Contract.

24. Liability

24.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

24.2 Subject to clause 24.1, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, anticipated savings, business opportunity, goodwill or reputation.

24.3 Subject to clause 24.1, our aggregate liability arising out of or in connection with the Contract in any 12-month period will not exceed 100% of the Fees paid or payable to us under the affected Contract during that 12-month period. If the Contract has been in force for less than 12 months, the cap will be the Fees paid or payable for that shorter period.

24.4 The liability cap in clause 24.3 does not increase because more than one claim, incident, cause of action or Service is involved.

24.5 We are not liable to the extent loss is caused or increased by: your breach of the Contract; failure to follow reasonable advice; unsupported or end-of-life systems; a Third-Party Service; malware or cyberattack not caused by our breach; failure of a backup outside our contracted responsibility; unauthorised changes by you or another supplier; or circumstances beyond our reasonable control.

24.6 Each party must take reasonable steps to mitigate losses it suffers.

24.7 This clause is intended to allocate commercial risk between businesses and applies to liability in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise.

25. Intellectual property

25.1 Each party retains ownership of intellectual property it owned before the Contract.

25.2 Unless otherwise agreed, we retain ownership of our methodologies, templates, scripts, tools, know-how, processes and reusable materials.

25.3 On payment of all applicable Fees, you may use deliverables created specifically for you for your internal business purposes, subject to any third-party licence terms.

25.4 Third-party software and materials remain owned by their respective licensors.

26. Non-solicitation

26.1 During the Contract and for 12 months after it ends, you will not knowingly solicit for employment or direct engagement an employee or contractor of Howdy Geek who was materially involved in providing your Services, except through a general recruitment campaign not targeted at that person.

26.2 If you wish to directly engage such a person during that period, we may agree terms for doing so in writing.

27. Force majeure

27.1 Neither party is liable for delay or failure caused by events beyond its reasonable control, including power or telecommunications failure, internet outage, cloud-provider failure, industrial action, civil emergency, fire, flood, severe weather, epidemic, war, terrorism, governmental action or widespread cyber incident.

27.2 The affected party will use reasonable efforts to reduce the impact and resume performance.

27.3 If a force majeure event prevents a material part of the Services for more than 60 consecutive days, either party may terminate the affected Services on written notice.

28. Notices

28.1 Formal notices under the Contract must be in writing and sent to the registered office, principal business address or notified email address of the receiving party.

28.2 Email notices are deemed received on the next Business Day after transmission, provided no delivery failure message is received.

28.3 This clause does not apply to service desk tickets or ordinary operational communications.

29. General

29.1 Neither party may assign the Contract without the other's written consent, not to be unreasonably withheld, except that we may assign it as part of a bona fide business sale, restructuring or transfer of substantially all relevant assets.

29.2 If any provision is invalid or unenforceable, it will be modified to the minimum extent necessary or severed, and the remaining provisions will continue.

29.3 A failure or delay in exercising a right is not a waiver of that right.

29.4 The Contract constitutes the entire agreement relating to its subject matter and supersedes previous discussions and understandings, except in relation to fraud or fraudulent misrepresentation.

29.5 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce it.

29.6 Nothing in the Contract creates a partnership, joint venture, fiduciary relationship or employment relationship between the parties.

30. Governing law and jurisdiction

30.1 The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales.

30.2 The courts of England and Wales have exclusive jurisdiction to settle disputes arising out of or in connection with the Contract.

31. Acceptance

31.1 By accepting a quotation or Service Agreement, instructing us to commence work, purchasing goods or licences from us, or using the Services, you confirm that you are authorised to contract on behalf of the Customer and agree to these Terms.

31.2 These Terms remain effective until replaced by a later version in accordance with the Contract. A new version will not retrospectively alter accrued rights or obligations.