



Dad In A Shed Ltd

Terms and Conditions of Sale

1. Introduction

- 1.1. These Terms and Conditions apply to all orders for products, goods, software-linked products, digital content, device management, support, configuration, consultancy and other services supplied by Dad In A Shed Ltd ("DIAS", "we", "us" or "our").
- 1.2. By placing an order, accepting a quotation, making payment, accepting delivery, using a supplied product or allowing us to begin providing services, you agree to be bound by these Terms.
- 1.3. In these Terms, "you" and "your" mean the person, business, charity, school, NHS body, public authority, clinic, organisation or other customer purchasing from DIAS.
- 1.4. Nothing in these Terms affects any statutory rights that cannot be excluded or limited under applicable UK law.
- 1.5. If there is any conflict between these Terms and a written quotation, proposal, service agreement or support agreement issued by DIAS, the document that is more specific to the order shall apply to the extent of that conflict.

2. Business and Consumer Customers

- 2.1. Unless you tell us otherwise before placing an order, if you are purchasing on behalf of a business, charity, school, NHS body, public authority, clinic or organisation, you confirm that you are buying for professional, organisational or business purposes and not as a consumer.
- 2.2. Where you purchase from us as a consumer, your statutory rights under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and other applicable consumer protection law are not affected.
- 2.3. Some provisions in these Terms apply differently to business customers and consumers. Where consumer law gives you stronger rights, those rights will apply.

3. Quotations, Orders and Acceptance

- 3.1. A quotation is not an offer to supply goods or services. An order is accepted only when DIAS confirms acceptance in writing, issues an invoice, begins providing the service, or dispatches the goods.
- 3.2. Unless stated otherwise, quotations are valid for 14 days and are subject to stock availability, supplier pricing, exchange rates, manufacturer changes and third-party platform or app store availability.
- 3.3. You are responsible for checking that all details in the quotation, proposal, order confirmation and invoice are correct, including quantities, delivery details, device specifications, software, apps, licences, accessories and services.
- 3.4. DIAS may refuse or cancel an order before acceptance where goods, software, licences or services are unavailable, incorrectly priced, unsuitable for supply, affected by supplier changes, or where the order cannot reasonably be fulfilled.
- 3.5. DIAS may make minor changes to product specifications, packaging, model numbers, accessories or service processes where required by law, safety standards, manufacturer



updates, supplier changes or platform requirements, provided the change does not materially reduce product quality or core performance.

4. Suitability, Advice and Customer Responsibility

- 4.1. DIAS may provide practical, technical, product, configuration or access guidance based on information supplied by you. You remain responsible for deciding whether a product, app, accessory, device, voice, mounting option, software product or service is suitable for the intended user, environment and purpose.
- 4.2. You are responsible for giving DIAS accurate, complete and timely information about your requirements, users, devices, existing systems, restrictions, technical environment, account arrangements and intended use.
- 4.3. DIAS does not provide medical, clinical, therapeutic, educational or legal assessment unless this is expressly agreed in writing. Product and service guidance from DIAS is practical and technical in nature and should not replace advice from a suitably qualified clinician, therapist, teacher, assessor, IT professional or other professional adviser.
- 4.4. Where products are supplied for use by disabled people, AAC users, learners, patients, service users or other individuals with access needs, the customer is responsible for appropriate risk assessment, supervision, training, implementation, consent, safeguarding and professional oversight within their setting.

5. Prices, VAT and Charges

- 5.1. Prices are those stated in the accepted quotation, proposal, order confirmation or invoice.
- 5.2. Unless otherwise stated, all prices are exclusive of VAT.
- 5.3. Delivery, packaging, installation, configuration, enrolment, support, travel, repair, training, licence, subscription or other charges will be shown on the quotation, proposal or invoice where applicable.
- 5.4. Prices may change before an order is accepted. Prices may also change where a supplier, manufacturer, app developer, distributor, platform provider or exchange rate changes before acceptance of the order.
- 5.5. Where an order depends on third-party software, app store pricing, licences, subscriptions, hardware pricing or supplier stock, DIAS may pass on changes in those costs before order acceptance or where the customer changes the order.

6. Payment Terms

- 6.1. Payment is due within 30 days of the invoice date unless otherwise agreed in writing.
- 6.2. DIAS may require payment in advance, a deposit, staged payments, or cleared funds before ordering goods, dispatching goods, enrolling devices, purchasing licences, starting configuration, or providing services.
- 6.3. If payment is not received by the due date, DIAS may suspend further deliveries, services, device enrolment, configuration, support, repairs, access to non-essential services and any further orders until payment is received.
- 6.4. For business-to-business transactions, DIAS may charge statutory interest on overdue amounts at 8% above the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable debt recovery costs and any fixed compensation permitted by law.



- 6.5.If you dispute an invoice, you must notify DIAS promptly, explain the reason for the dispute and pay any undisputed amount by the due date.
- 6.6.Ownership of goods does not transfer until DIAS has received payment in full for those goods and all other sums due in respect of the order.

7. Delivery, Collection and Risk

- 7.1.Delivery dates and service dates are estimates unless DIAS confirms in writing that a date is guaranteed.
- 7.2.DIAS is not liable for delay caused by suppliers, manufacturers, couriers, customs, app stores, platform providers, software providers, stock shortages, payment delays, customer delays or events outside DIAS's reasonable control.
- 7.3.Risk in physical goods passes to you when the goods are delivered to the delivery address, collected by you, or collected by a courier arranged by you.
- 7.4.Ownership remains with DIAS until all sums due have been paid in full. Until ownership transfers, you must store the goods safely, keep them insured where appropriate, and identify them as DIAS property if requested.
- 7.5.You must inspect goods promptly after delivery and notify DIAS as soon as reasonably possible of any visible damage, missing items or delivery errors.

8. Third-Party Apps, App Stores and Software

- 8.1.Some products and services supplied by DIAS may involve third-party apps, software, operating systems, app stores, digital licences, subscriptions, voices, cloud services, device management platforms, developer services or online accounts.
- 8.2.Third-party apps and software are supplied subject to the terms, licence conditions, availability, pricing, technical requirements and policies of the relevant provider, developer, distributor, platform owner or app store. This may include Apple, Google, Microsoft, Jamf, app developers, voice providers and other software or platform providers.
- 8.3.DIAS does not own or control third-party app stores, software platforms, developer accounts, app availability, software updates, operating system changes, licence terms, subscription models, pricing, compatibility requirements, account rules or provider policies.
- 8.4.DIAS is not responsible for any loss, cost, disruption, loss of access, reduced functionality, compatibility issue or replacement cost caused by a third-party provider changing its terms, withdrawing an app, removing an app from an app store, changing app pricing, moving an app to a subscription model, ending support, changing compatibility, restricting accounts, removing features, altering licensing rules or otherwise changing access to its software or services.
- 8.5.Where DIAS has supplied, installed, configured, recommended, purchased, enrolled, deployed or facilitated access to a third-party app or software product, this does not guarantee that the app, licence, voice, subscription, feature or software will remain available, supported, compatible, unchanged or accessible in the future.
- 8.6.If an app, licence, subscription, voice, operating system feature or third-party service becomes unavailable, restricted, chargeable, incompatible, unsupported or subject to new terms, DIAS may provide advice or assistance where possible. Unless agreed in writing, any replacement apps, replacement licences, alternative software, reconfiguration, migration, support time, data transfer or associated costs will be chargeable.



8.7. You are responsible for complying with all relevant third-party terms, including Apple, Google, app developer, software provider, distributor, platform and device management terms. DIAS is not liable where access is lost or restricted because you, your users, your organisation or a third party has breached those terms or failed to maintain required accounts, licences, subscriptions, credentials, permissions or administrative access.

8.8. DIAS is not liable for loss of access to apps, software, digital content, accounts, subscriptions or services where the cause is outside DIAS's reasonable control.

9. Software Licences, Digital Content and Accounts

9.1. Software, apps, voices, licences, subscriptions and digital content are usually licensed, not sold. You receive only the rights granted by the relevant third-party provider, developer, distributor, platform owner or app store.

9.2. Where software or apps are supplied through Apple Business Manager, Apple School Manager, Managed Google Play, mobile device management, a customer account, a DIAS-managed process or another platform, the applicable platform rules and licence terms will apply.

9.3. Unless expressly agreed in writing, DIAS is not responsible for creating, maintaining, recovering, replacing or administering your Apple ID, Google account, Microsoft account, app store account, developer account, licence portal, subscription account, payment method or associated credentials.

9.4. You must keep secure copies of account details, recovery details, passwords, administrative access, licence keys, redemption codes and subscription information where these are provided to or controlled by you.

9.5. DIAS is not responsible for loss caused by forgotten credentials, lost recovery details, inaccessible accounts, account closure, account suspension, account deletion, unauthorised account changes, provider enforcement action or changes to provider account terms.

9.6. Where DIAS supplies digital content or starts providing digital services at your request, cancellation rights may be affected once supply or performance has begun, subject to any rights that cannot be excluded by law.

10. Managed Devices and MDM Services

10.1. Where DIAS supplies device management, mobile device management, app deployment, enrolment, restrictions, monitoring, location features, configuration, support or related services, those services depend on third-party platforms, internet connectivity, device compatibility and the continued availability of relevant Apple, Google, Jamf or other provider services.

10.2. DIAS will use reasonable care and skill when providing managed device services. However, DIAS does not guarantee uninterrupted access to any third-party platform, app store, operating system, app, licence, account, remote management tool, cloud service or network service.

10.3. You must ensure that managed devices remain enrolled, connected to the internet where required, used in accordance with DIAS instructions, and not reset, wiped, modified, unmanaged, jailbroken, rooted, removed from management or otherwise altered without DIAS's agreement.

10.4. DIAS is not responsible for loss of management, loss of apps, loss of settings, loss of data, reduced functionality, support delays or additional costs caused by customer actions, user actions, loss of credentials, account changes, platform changes, operating



system updates, device age, hardware failure, third-party restrictions, poor connectivity, removal from management or unauthorised changes.

10.5. Unless expressly included in a written support agreement, MDM services do not include indefinite support, replacement apps, replacement licences, device repair, data recovery, account recovery, retraining, reconfiguration after customer changes, migration to alternative platforms or support after the agreed service period.

10.6. Where a managed device reaches the end of manufacturer support, operating system support, MDM compatibility or reasonable service life, DIAS may recommend replacement or migration. Any replacement hardware, licences, configuration, migration or support will be chargeable unless agreed otherwise in writing.

11. Bespoke, Configured and Special-Order Goods

11.1. Some goods may be ordered, configured, adapted, enrolled, bundled, activated, installed, labelled, prepared or purchased specifically for you.

11.2. Unless the goods are faulty or not as described, bespoke, personalised, configured, activated, enrolled, special-order, hygiene-sensitive, opened or software-linked items may not be returnable once preparation, configuration, activation, enrolment, ordering from the supplier or dispatch has begun.

11.3. For business customers, returns of non-faulty goods are accepted only at DIAS's discretion and may be subject to inspection, restocking, administration, delivery, supplier, licence cancellation or reconfiguration charges.

11.4. Where a product has been configured, enrolled or supplied with apps, licences, software, accounts, subscriptions or digital content, DIAS may be unable to return it to the supplier or recover third-party costs. You are responsible for those costs unless cancellation rights that cannot be excluded apply.

12. Support, Training and Services

12.1. Unless agreed in writing, the sale of goods does not include ongoing, training, repairs, reconfiguration, app replacement, licence replacement, data recovery, account recovery, device management, clinical implementation or service desk support.

12.2. Where support or services are agreed, DIAS will use reasonable care and skill. Any timescales are estimates unless agreed in writing as guaranteed.

12.3. Support is limited to the products, services, devices, apps, software, platforms and service period agreed in writing.

12.4. DIAS may charge for work caused by customer error, user error, third-party changes, lost credentials, device reset, unauthorised alteration, accidental damage, software updates, app changes, account issues, connectivity problems or work outside the agreed scope.

12.5. DIAS may refuse or suspend support where payment is overdue, the device or software is unsafe, unsupported, outside scope, no longer enrolled, altered without agreement, or where the customer has not followed reasonable instructions.

13. Data, Backups and User Content

13.1. You are responsible for maintaining backups of any data, vocabulary, symbols, photographs, videos, documents, settings, app content, account content, user-generated content and configuration data stored on devices, apps, software or online services.



- 13.2. DIAS is not liable for loss, corruption or deletion of data unless caused directly by DIAS's negligence and subject to the limits in these Terms.
- 13.3. Before providing devices for repair, return, configuration, reconfiguration, enrolment, wiping, recycling or support, you must ensure that any important data is backed up and that any confidential, sensitive or personal data is removed where appropriate.
- 13.4. DIAS may need to process limited personal data to fulfil orders, provide support, manage devices, arrange delivery, process payment, handle repairs, provide services or meet legal obligations.

14. Warranty

- 14.1. Products supplied by DIAS are covered by the manufacturer's warranty where applicable.
- 14.2. DIAS does not provide additional warranties beyond those offered by the manufacturer unless explicitly stated in writing.
- 14.3. Warranty claims may require inspection, diagnostic checks, photographs, return of the product, proof of purchase, serial numbers or manufacturer assessment.
- 14.4. Warranty cover may not apply to accidental damage, misuse, neglect, liquid damage, unauthorised repair, unauthorised modification, consumables, cosmetic damage, normal wear and tear, failure to follow instructions, or faults caused by third-party accessories, apps, software, updates or services.
- 14.5. Your statutory rights under the Consumer Rights Act 2015 and other applicable law are not affected.

15. Faulty Goods, Repairs and Returns

- 15.1. If a product is faulty, damaged, missing items or not as described, you must notify DIAS as soon as reasonably possible and provide details of the issue.
- 15.2. Where a fault is confirmed, DIAS will, at its discretion and subject to any rights that cannot be excluded by law, repair the product, replace the product, provide a refund, arrange manufacturer support, or offer another appropriate remedy.
- 15.3. If goods are confirmed faulty and the fault is not caused by misuse, accidental damage, unauthorised modification or another excluded cause, DIAS will cover reasonable return costs where required by law or agreed in writing.
- 15.4. Goods must not be returned without first contacting DIAS and following any returns process provided. Returned goods must be packed safely and securely. DIAS is not responsible for damage caused by poor return packaging.
- 15.5. If returned goods are inspected and found not to be faulty, or the issue is caused by misuse, accidental damage, customer configuration, third-party software, account issues or another excluded cause, DIAS may charge inspection, repair, return delivery and administration costs.
- 15.6. For hygiene, safety, licensing, configuration or data protection reasons, some items may not be suitable for return unless faulty or required by law.

16. Cancellation and Distance Sales

- 16.1. Consumers purchasing eligible goods at a distance normally have the right to cancel within 14 days of receiving the goods, unless an exemption applies. Once cancellation has been notified, the consumer normally has a further 14 days to return the goods.



- 16.2. Consumers purchasing eligible services at a distance may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you ask DIAS to begin services during the cancellation period, you may be required to pay for services provided up to the point of cancellation.
- 16.3. Cancellation rights may not apply, or may be affected, where goods are bespoke, personalised, specially ordered, sealed for hygiene reasons and unsealed, configured, activated, enrolled, software-linked, combined with digital content, or where digital content or services have started with the required consent or acknowledgement.
- 16.4. Business customers do not have automatic consumer cancellation rights. Returns or cancellations for business customers are accepted only where agreed by DIAS in writing, where the goods are faulty or not as described, or where required by law.
- 16.5. Refunds for eligible consumer cancellations will normally be processed within 14 days of DIAS receiving the returned goods or receiving evidence that the goods have been returned, subject to any lawful deductions.

17. Acceptable Use and Customer Conduct

- 17.1. You must use products, software, apps, devices, accounts and services lawfully, safely and in accordance with all applicable instructions, licence terms, acceptable use policies and legal requirements.
- 17.2. You must not use DIAS services to access, store, distribute or support unlawful, harmful, abusive, infringing or unauthorised material or activity.
- 17.3. DIAS may suspend or refuse services where continued provision would be unlawful, unsafe, abusive, technically inappropriate, outside scope, in breach of third-party terms, or likely to expose DIAS to unreasonable risk.

18. Data Protection

- 18.1. DIAS processes personal data in accordance with UK GDPR, the Data Protection Act 2018 and its Privacy Policy.
- 18.2. Personal information may be shared with trusted service providers such as couriers, payment processors, technology providers, repair providers, platform providers or professional advisers where necessary to fulfil an order, provide services, manage support, meet legal obligations or protect DIAS's legitimate interests.
- 18.3. Where DIAS processes personal data on your behalf as part of a managed device, MDM or support service, additional data protection terms may be required depending on the nature of the service and the data involved.
- 18.4. You are responsible for ensuring that you have the right permissions, consents, notices and safeguards in place for any personal data, sensitive data, user data or organisational data you ask DIAS to access, handle, transfer, configure or support.

19. Intellectual Property

- 19.1. All intellectual property rights in DIAS materials, documents, templates, training materials, product descriptions, processes, know-how, configurations, designs and other content remain owned by DIAS or its licensors unless agreed otherwise in writing.
- 19.2. You may use DIAS materials supplied to you only for the purpose for which they were provided and must not copy, publish, resell, adapt or share them beyond your organisation without DIAS's written permission.



19.3.Third-party intellectual property, including apps, symbols, voices, software, trademarks, manuals, images, operating systems and platform materials, remains owned by the relevant third-party rights holder and is subject to that party's licence terms.

20. Limitation of Liability

- 20.1.Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights that cannot be excluded, or any other liability that cannot be excluded or limited by law.
- 20.2.Subject to clause 20.1 and to any rights that cannot be excluded or limited by law, DIAS shall not be liable for indirect, consequential or special loss, including loss of profits, loss of revenue, loss of goodwill, loss of data, loss of software access, loss of app access, loss of business opportunity, business interruption, wasted staff time, replacement system costs or loss arising from third-party provider changes.
- 20.3.Subject to clause 20.1 and to any rights that cannot be excluded or limited by law, DIAS's total liability for any claim relating to a product or service shall not exceed the amount paid by you for the relevant product or service giving rise to the claim.
- 20.4.DIAS is not liable for failure, delay, loss or cost caused by events outside its reasonable control, including supplier issues, manufacturer changes, courier failure, software changes, app store changes, platform outages, third-party account restrictions, customer delays, customer error, loss of credentials, internet failure, power failure, cyber incidents affecting third parties, industrial disputes, natural disasters, war, government action or legal restrictions.
- 20.5.For consumers, this clause applies only to the extent permitted by law and does not affect statutory rights.
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21. Force Majeure

- 21.1.DIAS shall not be liable for failure or delay in performing obligations where this is caused by events beyond its reasonable control.
- 21.2.Events beyond DIAS's reasonable control include, but are not limited to, natural disasters, fire, flood, war, terrorism, industrial disputes, supply chain disruption, courier disruption, manufacturer shortages, app store disruption, platform changes, cyber incidents affecting third parties, internet or cloud outages, illness, epidemic, pandemic, government restrictions, changes in law, import delays or loss of access to third-party systems.
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22. Complaints

- 22.1.If you have a complaint about DIAS products or services, please contact DIAS using the contact details listed on the DIAS website or invoice.
- 22.2.DIAS aims to respond to complaints promptly and fairly. You should provide your order number, invoice number, product details, a clear description of the issue and any supporting evidence.
- 22.3.Where a complaint concerns a third-party app, software product, app store, manufacturer, courier, repair provider or platform provider, DIAS may need to refer the matter to that third party or follow that third party's process.



23. General

- 23.1.If any part of these Terms is found to be invalid, unlawful or unenforceable, the remaining parts shall continue in force.
- 23.2.Any failure by DIAS to enforce a right under these Terms does not prevent DIAS from enforcing that right later.
- 23.3.You may not transfer your rights or obligations under these Terms without DIAS's written permission. DIAS may transfer its rights or obligations where this does not materially reduce your rights.
- 23.4.No person other than you and DIAS has any right to enforce these Terms unless expressly stated otherwise.
- 23.5.These Terms, together with any accepted quotation, proposal, service agreement or written order confirmation, form the agreement between you and DIAS for the relevant order.

24. Governing Law and Jurisdiction

- 24.1.These Terms are governed by the laws of England and Wales.
- 24.2.The courts of England and Wales shall have exclusive jurisdiction, except where consumer law gives a consumer the right to bring proceedings elsewhere.

25. Company Details

- 25.1.Dad In A Shed Ltd.
- 25.2.Website: www.dadinashed.com.
- 25.3.Email: russell@dadinashed.com.
- 25.4.Address: 19 Roche Way, Wellingborough, Northamptonshire, NN8 5YD.
- 25.5.Company number: 10297818
- 25.6. VAT number: 135940019