

TERMS OF SERVICE



DUPLIA LTD • LAST UPDATED 15 OCTOBER 2026

These terms apply to every product and service Duplia supplies. Part A is the general terms. Part B has a schedule for each service, which adds terms that apply only to that service.

At a glance

This summary is to help you find your way around. It isn't part of the terms, and if it differs from a clause, the clause applies.

Topic	Our standard position	Clause
Your data	You must always keep your own copy of your data, independent of us. We're never your only copy, and we aren't liable for data loss.	3, 15
Paying invoices	Within 30 days of the invoice date	7.6
Late payment	Reminder at 7 days overdue, suspension at 14. Interest at 8% above base rate.	8
Unpaid cloud services	Contract ended and data permanently deleted at 28 days overdue, after a final warning	8.4
Monthly services	Rolling. 30 days' written notice to cancel.	9.4
Annual contracts	12 months, then they renew for 12 months unless either of us gives 30 days' notice before the end	9.3
Leaving during a minimum term	The charges for the rest of the minimum term are payable	9.6
Your data when a contract ends	Permanently deleted on the end date. Move it during your notice period.	11.3
Unpaid colocation	Equipment held as security. Network cut at 14 days overdue, powered down at 30. At 90 days, a final 14-day notice, then the equipment may be sold.	S5.10

Topic	Our standard position	Clause
Unpaid offline archive	Media held as security. Securely destroyed after 90 days overdue and a final 14-day notice.	S3.7
Equipment or media left with us	30 days to collect, then storage charges. Treated as abandoned after 90 days.	S3.8, S5.11
Our maximum liability	The charges you paid for the affected service in the previous 12 months	15.4
Changes to these terms	30 days' email notice to existing customers	18

PART A: GENERAL TERMS

1. About these terms

- 1.1** We are Duplia Ltd, a company registered in England and Wales (company number 08094937), with our registered office at Unit 22, The Glenmore Centre, Quedgeley, Gloucestershire, GL2 2AP (**Duplia, we, us, our**). **You** and **your** mean the business that orders goods or services from us.
- 1.2** We only supply businesses. By placing an Order, you confirm you're acting for the purposes of your trade, business, craft or profession. This includes freelancers and sole traders. It does not include buying as a private individual.
- 1.3** Each Contract is made up of the Order, the Service Schedule for each Service you order, and Part A of these terms. If they conflict, the Order applies first, then the Service Schedule, then Part A. An Order only overrides these terms where it expressly says so.
- 1.4** Your Order is an offer to buy on these terms. A Contract starts when we accept your Order in writing (email counts) or when we start supplying, whichever is first (the **Commencement Date**).
- 1.5** A quotation is not an offer. It's valid for 20 Business Days from the date we issue it, unless it says otherwise.
- 1.6** These terms apply instead of any other terms you try to impose, including terms on a purchase order, or any implied by trade, custom, practice or course of dealing.
- 1.7** Descriptions, images and figures on our website, in brochures and in sales material give a general idea of our goods and services. They aren't part of the Contract unless the Order includes them.

2. Definitions

- 2.1** In these terms:

Business Day

Monday to Friday, except public holidays in England.

Business Hours

9.00am to 5.00pm on a Business Day.

Charges

The charges for Goods and Services set out in the Order or, where none are set out, in our Price List.

Contract

The contract between you and us for the supply of Goods and/or Services, as described in clause 1.3.

Customer Data

Any data, files, footage and other content that you, your users or anyone acting for you store with us, send to us, or hold on Customer Equipment or media in our care.

Customer Equipment

Servers, storage, hardware, drives, tapes and other items owned or supplied by you (or anyone acting for you) that we host or hold, including colocated equipment and Archive Media.

Data Protection Legislation

The UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and all other laws relating to personal data in force in the UK from time to time, as amended (including by the Data (Use and Access) Act 2025).

Due Date

The date by which an invoice must be paid under clause 7.6.

Duplia Equipment

Equipment we own and provide for you to use, including routers, radios, network termination equipment, workstations and trial or loan units, whether at your premises or ours.

Goods

Hardware and other physical products we sell to you, as set out in the Order.

Minimum Term

The minimum period for a Recurring Service, as set out in the Order or under clause 9.

Order

Your order for Goods and/or Services. This can be our quotation or order form that you accept in writing (including by email), or a purchase order we accept.

Price List

Our current prices, as published by us or provided to you on request.

Recurring Service

A Service we charge for on a recurring basis, including Cloud Storage, Cloud Backup, Offline Archive, Cloud Workstations, Colocation, Business Internet and support contracts.

Service Schedule

The schedule in Part B for the relevant Service.

Services

The services we provide to you as set out in the Order, including any professional services and anything we produce for you as part of them (**Deliverables**).

Start Date

The date a Recurring Service is first made available to you, or another date set out in the Order.

- 2.2** “Including” and similar words are illustrative and don’t limit what comes before them. “Writing” and “written” include email. A reference to a law includes that law as amended or re-enacted, and any laws made under it. Headings don’t affect interpretation.
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3. Your data: we’re never your only copy

- 3.1** Our services are one part of how you protect your data, never all of it. At all times you must keep at least one complete, up-to-date copy of all Customer Data that is independent of Duplia: stored on systems or media we don’t host, manage or hold. This applies to every Service, including Cloud Storage (which is working storage, not a backup), Cloud Backup, Offline Archive, Cloud Workstations, Colocation, and any storage hardware we supply, install or support.
- 3.2** You are responsible for:
- (a) deciding what data is stored or backed up, how often, and for how long (including backup selections, schedules, versioning and retention), even where we’ve advised on or helped set up those settings;
 - (b) checking backup reports and alerts, and telling us promptly about any problem you can’t resolve;
 - (c) regularly testing that you can restore your data;
 - (d) keeping your passwords, encryption keys and recovery codes safe.
- 3.3** We don’t check, and aren’t responsible for, the content, completeness or integrity of Customer Data, or whether it can be read or used, except where a Service Schedule expressly says otherwise.
- 3.4** We aren’t liable for any loss, corruption, deletion or unavailability of Customer Data, however it’s caused, subject only to clause 15.1. If Customer Data is lost or damaged because we’ve broken the Contract, we’ll make reasonable efforts to restore it from any copy we hold.
- 3.5** You confirm that you have all the rights, licences and permissions needed for us to store and process Customer Data, and that storing it with us doesn’t break any law or anyone else’s rights.
- 3.6** We only access Customer Data where we need to in order to provide, support or secure the Services, where you ask us to, or where the law requires it.
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4. Our services

- 4.1** We’ll provide the Services with reasonable care and skill, and in all material respects as described in the Order and the relevant Service Schedule.
- 4.2** We’ll make every reasonable effort to meet any dates we give you, but they are estimates.

- 4.3** We don't guarantee that any Service will be uninterrupted, error-free or available at any particular level, except where the Order or Service Schedule expressly includes a service level agreement (as some leased lines do, see Schedule S6). Where a service level agreement applies, the service credits it sets out are your only remedy for failing to meet it.
- 4.4** We may carry out planned maintenance. We'll try to give you notice and to work outside Business Hours where reasonably possible. Emergency maintenance may happen without notice.
- 4.5** We may change a Service if this is needed to comply with the law or to keep it secure, or if the change doesn't materially reduce the Service. We'll tell you about any change that affects you.
- 4.6** We may suspend a Service immediately, without liability, if this is reasonably necessary to protect our network, facilities, Services for other customers, or to comply with the law, or if you breach clause 5.1(h). Where we can, we'll tell you first.
- 4.7** We may use subcontractors (such as engineers, couriers and carriers), and we remain responsible for their work under the Contract. Customer Data is only stored on equipment we own, in facilities we operate (see clause 12.5).
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5. Your responsibilities

- 5.1** You will:
- (a) make sure the Order and any information you give us is complete and accurate;
 - (b) co-operate with us in everything relating to the Services, and give us the information and materials we reasonably need;
 - (c) give us safe access to your premises, power, facilities and systems (including remote access) as reasonably needed, and prepare them for the Services;
 - (d) obtain and maintain any licences, permissions and consents needed for the Services (including landlord and wayleave consents) before the Services start;
 - (e) comply with all applicable laws, including health and safety laws;
 - (f) keep log-in details secure, control who has access, and tell us at once if you think an account has been compromised. You're responsible for every action using your accounts;
 - (g) look after any Duplia Equipment at your premises, keep it in good condition, and only use it as we authorise, until it's returned to us;
 - (h) not use the Services, or allow them to be used, to store or send anything unlawful, infringing, defamatory or malicious; to send spam; to attack, probe or disrupt any network or system; or in any way that interferes with our network, our other customers, or our ability to provide the Services;
 - (i) not resell or provide the Services to anyone else without our written consent; and
 - (j) comply with any extra obligations in the Order or the relevant Service Schedule.
- 5.2** If anything you do or fail to do prevents or delays us in performing the Contract (a **Customer Default**), we may suspend the affected Services until it's put right. We won't be liable for any resulting failure or delay, and you'll repay any reasonable costs or losses we incur because of it.

6. Hardware and goods

- 6.1** Goods are as described in the Order or the manufacturer's specification. We may change their specification where a law or regulation requires it, and will tell you if we do.
- 6.2** We'll deliver Goods to the address in the Order, or another address we agree (the **Delivery Location**). Delivery is complete when the Goods are unloaded there. Delivery dates are approximate.
- 6.3** If you don't accept delivery within 3 Business Days of our telling you the Goods are ready (unless this is our fault, or due to an event under clause 17), the Goods are treated as delivered at 9.00am on the third Business Day. We'll store them and charge you the costs, including insurance. If you still haven't accepted delivery 10 Business Days after we told you they were ready, we may resell or dispose of them. After deducting reasonable storage and selling costs, we'll pay you any excess over the price of the Goods, or charge you any shortfall.
- 6.4** We may deliver in instalments, which are invoiced and paid for separately. A delay or defect in one instalment doesn't entitle you to cancel any other.
- 6.5** Goods will conform in all material respects with their description on delivery. You must tell us in writing within 5 Business Days of delivery about any damage, missing items or faults that are apparent on delivery. If you do, and you give us a reasonable chance to examine the Goods, we'll repair or replace them, or refund their price, at our choice.
- 6.6** For faults that appear later, the manufacturer's warranty applies. Where we say hardware comes with a warranty of a stated length (for example three years), that's the manufacturer's warranty. We pass on its benefit to you and handle warranty claims with the manufacturer for you during that period. Repairs and replacements are subject to the manufacturer's terms.
- 6.7** Drives and other parts returned to a manufacturer under warranty usually aren't given back. Before any part is returned or replaced, you must make sure you hold the data on it elsewhere (clause 3). We aren't responsible for data on parts that are returned, replaced or disposed of.
- 6.8** We aren't liable for Goods failing to conform if you keep using them after telling us of the fault; the fault comes from not following our or the manufacturer's instructions (or, if there are none, good trade practice); you alter or repair them without our written consent; or the fault comes from fair wear and tear, wilful damage, negligence or abnormal working conditions. Except as set out in this clause 6, we have no liability for Goods failing to conform. These terms apply to any repaired or replacement Goods.
- 6.9** Risk in Goods passes to you on delivery. Ownership passes when we've received payment in full in cleared funds. Until then you'll keep the Goods identifiable as ours, in good condition and insured for their full price, and tell us immediately if any of the events in clause 10.1(b) to (d) happen to you. If they do, your right to use the Goods ends and we may recover them. You allow us to enter any premises where they're kept for this purpose.

7. Charges and payment

- 7.1** The Charges are as set out in the Order or, where none are set out, in our Price List. All Charges exclude VAT, which you'll pay at the applicable rate on receipt of a valid VAT invoice.

- 7.2** We invoice Recurring Services monthly or annually in advance, as the Order states, from the Start Date. The first invoice may be pro rata.
- 7.3** We invoice extra and usage-based Charges (such as extra users or capacity, extra power, bandwidth, remote hands, recovery requests, drives, shipping and delivery) monthly in arrears, or when the work is done.
- 7.4** Capacity packages are charged for the whole package, whatever you use. If your use exceeds your package, we may move you to the next package and charge for it from the date you exceeded it. We'll tell you if we do.
- 7.5** We invoice Goods, and any set-up services ordered with them, when we receive your Order. We arrange delivery and set-up once we've received cleared funds, unless we agree otherwise. We invoice one-off professional services in advance (or in stages, if the Order says so), and ongoing professional services monthly in arrears.
- 7.6** You'll pay each invoice in full, in cleared funds, to the bank account we nominate, within 30 days of the invoice date unless the Order says otherwise. You'll pay without any set-off, counterclaim, deduction or withholding (other than tax the law requires you to withhold).
- 7.7** If you dispute an invoice in good faith, tell us in writing within 14 days of its date, giving your reasons, and pay the undisputed part by the Due Date.
- 7.8** Price changes:
- (a) we may increase the Charges for Recurring Services once a year, on each anniversary of the Start Date, by the percentage increase in the Consumer Prices Index (CPI) over the most recent 12 months for which figures have been published;
 - (b) we may make other increases (for example to reflect higher energy, carrier or licensing costs) by giving you at least 30 days' written notice. You may end the affected Service by written notice before the increase takes effect, without early termination charges;
 - (c) Charges for a period you've already been invoiced for won't change; and
 - (d) we may increase the price of Goods by notice before delivery to reflect any increase in our costs caused by factors beyond our control (including exchange rates, taxes, duties and supplier price rises), or by changes you ask for or delays you cause.
- 7.9** Time-and-materials work and expenses are charged as set out in Schedule S8.
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8. Late payment and suspension

- 8.1** If you don't pay an invoice by its Due Date, we may charge interest on the overdue amount at 8% a year above the Bank of England base rate, from the Due Date until payment (before or after judgment), plus fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.2** If an invoice is unpaid, then without affecting our other rights:

Days after the Due Date	What may happen
7 days	We send a reminder, saying when Services will be suspended if the invoice isn't paid.
14 days	We may suspend any or all Services you have with us. For Cloud Storage, Cloud Backup and Cloud Workstations, access is suspended but data is kept. For Colocation and Business Internet, network connectivity is suspended.
28 days	For Cloud Storage, Cloud Backup and Cloud Workstations, we may end the Contract and permanently delete Customer Data, as set out in clause 8.4.
30 days	We may end any other Contract by written notice (clause 10.2). For Colocation, see Schedule S5. For Offline Archive, see Schedule S3.

8.3	Charges continue during a suspension. We'll restore suspended Services once everything overdue has been paid, and we may charge a reasonable reconnection fee. A suspension under this clause is not a breach of the Contract by us.
8.4	Before we end a Contract and delete data under clause 8.2, we'll send a final warning by email to your billing and account contacts, giving the date of deletion, at least 7 days beforehand. If the overdue amount still isn't paid by that date, the Contract ends and we'll permanently delete the Customer Data held for that Service, including any backup copies. It can't be recovered afterwards. We aren't liable for deleting data in line with this clause.
8.5	If you pay late, we may also stop deliveries and work under any other Contract with you, and ask for advance payment, a deposit or payment by direct debit for future Charges.

9. Contract length, renewal and cancellation

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| 9.1 | Each Recurring Service starts on its Start Date and continues for its Minimum Term, then as set out below. |
| 9.2 | The Minimum Term is set out in the Order. If the Order doesn't give one, it is 12 months for a Service billed annually and 1 month for a Service billed monthly. |
| 9.3 | Annual contracts. At the end of a 12-month Minimum Term, and at the end of each renewal, the Service renews automatically for a further 12 months, unless either of us gives at least 30 days' written notice before the end of the current term. We'll send you a reminder at least 60 days before each renewal date. |

- 9.4 Monthly services.** A monthly Service continues until either of us gives at least 30 days' written notice. It ends at the end of the billing month in which the notice period ends (but not before the end of any Minimum Term).
- 9.5** Other Minimum Terms (for example a 36-month leased line) are set out in the Order. Unless the Order says otherwise, at the end of the Minimum Term the Service continues monthly under clause 9.4.
- 9.6 Leaving early.** You may end a Service before the end of its Minimum Term by written notice, but you must pay the Charges for the rest of the Minimum Term, plus any costs third parties charge us because of the early termination (such as carrier early termination charges). These become due when the Service ends.
- 9.7** We may end any Service, for any reason, by giving you at least 90 days' written notice. If we do, we'll refund any Charges you've paid in advance for the period after it ends, and no early termination charges apply.
- 9.8** Notice must be in writing under clause 19.2. A Contract for one-off Goods or Services ends when they've been supplied and paid for.
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10. Ending a contract for cause

- 10.1** Either of us may end a Contract immediately by written notice if the other:
- (a) commits a material breach and (if it can be put right) fails to put it right within 30 days of being asked in writing to do so;
 - (b) takes any step towards administration, provisional liquidation, a composition or arrangement with its creditors (other than a solvent restructuring), being wound up (other than for a solvent restructuring), or having a receiver appointed to any of its assets, or any similar step in another jurisdiction;
 - (c) suspends, or threatens to suspend, or stops or threatens to stop, carrying on all or a substantial part of its business; or
 - (d) has a financial position that deteriorates so much that, in the reasonable opinion of the party ending the Contract, the other's ability to perform the Contract is in jeopardy.
- 10.2** We may also end a Contract immediately by written notice if any amount due under it is 30 or more days overdue (or as set out in clause 8.4), if you seriously or repeatedly breach clause 5.1(h), or if there is a change of control of your business (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 10.3** If we end a Contract under this clause 10 during a Minimum Term, clause 9.6 applies as if you had ended it.

11. When a contract ends

- 11.1** When a Contract ends, for any reason, you'll immediately pay all our outstanding invoices and interest, any Charges due under clause 9.6, and an invoice for anything supplied but not yet invoiced, which is payable on receipt.
- 11.2** You'll return all Duplia Equipment, and any Goods not fully paid for, within 14 days, in good condition (fair wear and tear excepted). If you don't, you'll allow us access to your premises to collect them, and we may charge you their replacement cost. Until they're returned, they remain your responsibility.
- 11.3** **Your data.** For Cloud Storage, Cloud Backup and Cloud Workstations, we permanently delete all Customer Data held for that Service, including any backup copies, on the date the Service ends. There is no grace period. You must move any data you need before the end date, during your notice period. We'll remind you of the end date by email before it arrives. If you need more time, ask us before the end date. We may agree to extend the Service month by month at the usual Charges.
- 11.4** If a Contract ends for non-payment, deletion happens as set out in clause 8.4.
- 11.5** Deletion is permanent, and we'll confirm it in writing on request. We may keep copies only where the law requires it. We aren't liable for deleting data in line with these terms.
- 11.6** Customer Equipment and Archive Media are dealt with under Schedule S3 and Schedule S5.
- 11.7** Ending a Contract doesn't affect any rights or remedies either of us had built up by then. Any clause that is meant to continue after the Contract ends (including clauses 3, 8, 11, 12, 13, 15 and 19 and the payment and equipment clauses of the Service Schedules) continues in force.

12. Data protection

- 12.1** We'll both comply with the Data Protection Legislation. This clause is in addition to, and doesn't reduce, either party's obligations under that legislation.
- 12.2** For personal data within Customer Data, you are the controller and we are the processor. We process it for the duration of the Contract (and until it's deleted under clause 11), only to provide the Services. This means storing, transmitting, backing up, restoring and deleting it. It may include any personal data you choose to store, including images, video and audio of people and contact details. It may relate to your staff, clients, contributors, contacts and people featured in your content.
- 12.3** You'll make sure you have a lawful basis, and have given any notices needed, for us to process that personal data, including any special category data you choose to store.
- 12.4** In relation to that personal data, we will:
 - (a) process it only on your documented instructions (these terms, your Order and your use of the Services' features are your instructions), unless the law requires otherwise. If so, we'll tell you first unless the law forbids it;
 - (b) make sure anyone we authorise to process it is bound by confidentiality;

- (c) have appropriate technical and organisational measures in place to protect it against unauthorised or unlawful processing and accidental loss, destruction or damage, taking account of the nature of the data, the risks, the state of the art and the cost of implementation;
- (d) only engage another processor (a sub-processor) under a written contract that gives at least the same protection as this clause. We'll tell you about any new sub-processor, and you may object on reasonable grounds. We remain responsible to you for our sub-processors, subject to clause 15;
- (e) not transfer it outside the UK without your prior written consent, and then only where the transfer meets the Data Protection Legislation;
- (f) help you, at your cost, to respond to requests from individuals and to meet your obligations on security, breach notification, impact assessments and consultation with regulators;
- (g) tell you without undue delay after becoming aware of a personal data breach affecting it;
- (h) delete it when the Contract ends, as set out in clauses 8.4 and 11, unless the law requires us to keep it; and
- (i) make available the information reasonably needed to show we comply with this clause, and allow audits on reasonable notice, no more than once a year, at your cost.

12.5 Where your data is kept. Customer Data is stored on equipment owned by Duplia, in facilities operated by Duplia in the United Kingdom. We don't store Customer Data with third-party cloud or storage providers. We may only change this under clause 18, with notice, and in line with clause 12.4.

12.6 We may, on at least 30 days' written notice, replace this clause 12 with any standard controller-to-processor clauses issued or approved by the Information Commissioner.

12.7 We process the personal details of your contacts (for example for account management and billing) as a controller, in line with our privacy policy.

13. Confidentiality

13.1 During the Contract and for five years after it ends, neither of us will disclose the other's confidential information about its business, affairs, customers, clients or suppliers, except as allowed by clause 13.2.

13.2 Either of us may disclose the other's confidential information to our employees, officers, representatives, subcontractors and advisers who need to know it for the Contract, as long as they keep it confidential; or as required by law, a court or a regulator.

13.3 Neither of us will use the other's confidential information except to perform the Contract.

13.4 Customer Data is your confidential information. We won't share it with, or make it available to, any third party, except as instructed by you, as required by law, or as clause 12.4(d) allows. This continues after the Contract ends.

14. Intellectual property

- 14.1** You keep all rights in Customer Data and in any materials you provide. You grant us a non-exclusive, royalty-free licence to copy, store and process them for the duration of the Contract, only to provide the Services.
- 14.2** We (or our licensors) own all intellectual property rights in the Services and in anything we create in providing them, other than Customer Data and your materials. We grant you a fully paid-up, worldwide, non-exclusive, royalty-free, irrevocable licence to use and modify the Deliverables in your business. You may not sub-license, assign or otherwise transfer this licence.

15. Our liability

- 15.1** Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or for anything else that can't legally be limited or excluded.
- 15.2** Subject to clause 15.1, we aren't liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
- (a) loss of profit, revenue, sales, business, contracts or anticipated savings;
 - (b) loss of or damage to goodwill or reputation;
 - (c) wasted expenditure or management time;
 - (d) loss, corruption, deletion or unavailability of data, including Customer Data (see clause 3);
 - (e) loss caused by your not keeping an independent copy of your data or not meeting clause 3.2; or
 - (f) indirect or consequential loss.
- 15.3** Our liability for physical loss of or damage to Customer Equipment while it's in our care is limited to loss or damage caused by our negligence, up to the lower of the cost of repair and the market value of the hardware (not the data on it, and not any loss of use). It is also subject to the overall limit in clause 15.4.
- 15.4** Subject to clause 15.1, our total liability under or in connection with each Contract is limited to the Charges you paid under that Contract for the affected Service in the 12 months before the event giving rise to the claim. For a one-off supply of Goods or Services, the limit is the price paid for them. Any service credits count towards this limit.
- 15.5** Because of the commitments we make in clauses 4 and 6, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded as far as the law allows.
- 15.6** We have no liability for an event unless you notify us in writing of your intention to claim within 6 months of the day you became aware, or ought reasonably to have become aware, of the event. The notice must identify the event and the grounds for the claim in reasonable detail.

- 15.7** You'll indemnify us against all liabilities, costs, expenses, damages and losses we suffer arising from any third-party claim in connection with Customer Data, our processing of it on your instructions, your use of the Services in breach of clause 5, or Customer Equipment (including any damage it causes to our facilities or to other customers' equipment).
- 15.8** You agree that the limits in this clause and in clause 3 are reasonable, given that you keep your own copy of your data, that you can insure against these risks, and that our Charges are set on this basis. Each limit is separate and applies even if another is found unenforceable.
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16. Insurance

- 16.1** You are responsible for insuring Customer Equipment, Archive Media, Goods once risk has passed to you, and Duplia Equipment at your premises, and for any cover you want against data loss and business interruption. Our insurance doesn't cover your property, your data or your business losses.
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17. Events outside our control

- 17.1** Neither of us is in breach of the Contract, or liable for any delay or failure to perform it, to the extent it's caused by events beyond our reasonable control. These include failure of the power grid, utilities or third-party carriers; fire, flood, storm or other natural disaster; epidemic; war, terrorism or civil unrest; government action; malicious cyber-attacks (unless caused by our failure to take reasonable security measures); and strikes (other than by our own staff).
- 17.2** The affected party will tell the other promptly and take reasonable steps to limit the effect. This clause doesn't excuse any obligation to pay money.
- 17.3** If an event prevents a Service for more than 60 days in a row, either of us may end that Service by written notice, without early termination charges.
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18. Changes to these terms

- 18.1** We may update these terms from time to time. The current version is always at duplia.storage/terms with the date it was last updated, and previous versions are listed there.
- 18.2** New Orders are governed by the version current on the date of the Order.
- 18.3** For existing Contracts, we'll email you at least 30 days before a significant change takes effect. If the change materially disadvantages you, you may end the affected Service by written notice before it takes effect, without early termination charges. Otherwise, the updated terms apply from the date stated.
- 18.4** Changes needed to comply with the law, or to keep the Services secure, may take effect sooner, and we'll tell you as soon as we reasonably can.
- 18.5** Except as set out in this clause 18 and in clause 7.8, a change to a Contract only takes effect if it's agreed in writing (including by email) by an authorised representative of each of us.

19. General

- 19.1 Assignment.** We may assign, subcontract or otherwise deal with any of our rights and obligations under the Contract. You may not do so without our prior written consent.
- 19.2 Notices.** Notices must be in writing. Send them to us at contact@duplia.com or by post to our registered office, and we'll send them to you at the email or postal address on your account. An email is treated as received when it's sent, or at the start of the next Business Hours if it's sent outside them. A letter sent by first-class post or next-working-day delivery is treated as received at 9.00am on the second Business Day after posting, or when the delivery service records delivery. A notice delivered by hand is treated as received when it's left at the address. This clause doesn't apply to serving legal proceedings.
- 19.3 Severance.** If any provision is found invalid or unenforceable, it's treated as modified to the minimum extent needed to make it valid. If that isn't possible, it's treated as deleted. The rest of the Contract is unaffected.
- 19.4 Waiver.** A waiver is only effective if it's in writing, and it doesn't waive any later right. A failure or delay in exercising a right doesn't waive it or prevent it being exercised later.
- 19.5 No partnership or agency.** Nothing in the Contract creates a partnership or joint venture, or makes either of us the other's agent.
- 19.6 Entire agreement.** The Contract is the entire agreement between us and replaces all previous agreements, promises, assurances and understandings about its subject matter. Neither of us has relied on any statement or representation that isn't set out in the Contract, and neither of us has any claim for innocent or negligent misrepresentation based on any statement in it.
- 19.7 Third-party rights.** No one other than you and us has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 19.8 Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

PART B: SERVICE SCHEDULES

Each schedule applies in addition to Part A when you order that Service.

S1. Cloud Storage

- S1.1** Cloud Storage is live, working storage in our UK data centre, which your team uses to read, write and share files remotely. It's working storage, not a backup. Deleting or overwriting a file, whether by you, your users, sync software or malware, changes the copy we hold. Any versioning or snapshots we provide are a convenience, not a backup. Clause 3 applies: you must keep an independent copy.
- S1.2** You buy a capacity package, which is charged in full whatever you use (clause 7.4). If your use reaches the package limit, we may move you to the next package, or stop new uploads until your use is reduced.

- S1.3** Your package includes the number of users stated in the Order. Extra users are charged at the rate in the Order or Price List.
 - S1.4** If your Order includes replicated storage, we keep a second copy of the data on separate Duplia-owned equipment. Replication copies changes and deletions too, so it doesn't replace your independent copy.
 - S1.5** Speeds are "up to" figures and depend on your own connection and equipment. We don't guarantee any particular throughput or availability.
 - S1.6** You manage your users and their permissions, and you're responsible for what they do.
 - S1.7** When the Service ends, Customer Data is deleted as set out in clauses 8.4 and 11.3.
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S2. Cloud Backup

- S2.1** Cloud Backup keeps a copy of data from your systems in our UK data centre. It's a backup of your primary data, not a place to keep the only copy of anything.
 - S2.2** You choose and are responsible for your backup settings: what is backed up, the schedule, versioning and retention, encryption and bandwidth limits (clause 3.2). Where we set them up or recommend them, you remain responsible for checking they meet your needs.
 - S2.3** We keep backup versions only for as long as your retention settings say. Older versions are deleted automatically.
 - S2.4** If your backups reach your package capacity, they may stop. You're responsible for monitoring your usage and upgrading your package when needed.
 - S2.5** If you use client-side encryption, we don't hold the key. If you lose it, the backup can't be recovered by anyone.
 - S2.6** For large first backups, we may load your data from a drive (physical ingestion). The transport terms in S3.5 apply to the drive.
 - S2.7** You can restore data online yourself. On request, we'll copy a restore to drives and deliver it, charged at our Price List rates for time, drives and delivery.
 - S2.8** We recommend you test a restore at least every three months.
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S3. Offline Archive

- S3.1** We store hard drives or LTO tapes containing your data (**Archive Media**) in data safes in our secure facility. Archive Media may be supplied by you or bought from us.

- S3.2** The Offline Archive is a storage-only service, provided “as is”. We don’t open, check, verify, test or read the contents of Archive Media unless you ask us to (and that work is charged). We don’t guarantee that Archive Media will be readable, or the data intact, when it’s returned. Drives and tapes degrade over time. You should keep another copy (clause 3), and we recommend checking or refreshing archived media every three to five years.
- S3.3** Charges are per drive or tape, per month or year, as set out in the Order or Price List. Each recovery request is charged separately, plus our time for copying data, any drives supplied, and shipping or hand delivery.
- S3.4** We’ll only release Archive Media or its data to you or to people you’ve authorised in writing, and we may ask for identification first.
- S3.5** When we transport Archive Media or other drives, we’ll take reasonable care. Our liability for loss or damage in transit is limited to replacing the physical media, not the data on it. When you use your own courier, the media is at your risk.
- S3.6** You agree we may hold all Archive Media as security for any amount you owe us under any Contract, and may refuse to release it until everything is paid.
- S3.7** **Unpaid charges.** If any Offline Archive Charges are still unpaid 90 days after the Due Date, we’ll send you a final written notice (by email and to your postal address) saying how much is owed and that the Archive Media will be destroyed unless it’s paid within 14 days. If it isn’t paid, we may securely destroy the Archive Media, and the data on it, and charge you our reasonable costs. We will never sell Archive Media. The amount owed remains payable.
- S3.8** **When the Service ends.** You must collect your Archive Media (or arrange delivery at your cost) within 30 days of the end date, once all Charges are paid. After 30 days, storage continues to be charged at the usual rate until it’s collected. If it’s still uncollected 90 days after the end date, we’ll give you 14 days’ written notice. After that, we may treat it as abandoned and securely destroy it.
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S4. Cloud Workstations

- S4.1** We provide remote access to workstations that we own and host in our UK data centre, with the specification set out in the Order. The workstations remain our property.
- S4.2** A workstation’s internal storage is for applications, cache and scratch files only. We don’t back it up. Save projects and media to Cloud Storage or other storage. Internal storage is erased when a workstation is replaced, reinstalled or returned, and when the Service ends.
- S4.3** We provide the operating system. You’re responsible for licensing any other software you install and for complying with its terms. We may remove software that isn’t properly licensed or that puts the Service at risk.
- S4.4** We may replace hardware with equivalent or better hardware, and apply operating system and security updates. We’ll give you notice where reasonably possible.
- S4.5** Your experience depends on your own connection and equipment. We don’t guarantee any particular latency or availability.

S5. Colocation

- S5.1** We provide the rack space, power allowance, cooling, connectivity and IP addresses set out in the Order, in our UK data centre, for your Customer Equipment.
- S5.2** **Power.** You must stay within the power allowance in the Order. Extra power is charged per amp at our Price List rates. If your power use puts the facility or other customers at risk, we may require you to reduce it. If you don't, we may power down the equipment after notice, or immediately in an emergency. A+B power feeds are available on request.
- S5.3** **Bandwidth.** Included bandwidth is shared and not a guaranteed speed. Higher speeds are available if set out in the Order.
- S5.4** **IP addresses.** IP addresses are assigned to you for the duration of the Service and remain ours. You can't transfer them, and they must be returned when the Service ends. We may change them on reasonable notice if necessary. We may disconnect equipment that is the subject of abuse complaints, or that breaches clause 5.1(h).
- S5.5** **Your equipment.**
- (a) You confirm that you own the Customer Equipment or have the right to place it with us. Before installation, you must tell us in writing if any of it is leased, financed or subject to anyone else's rights, and give us that party's details;
 - (b) Customer Equipment must be safe, rack-mountable, in good working order, compliant with UK safety standards, and labelled. We may refuse it, or ask you to collect it, if it isn't;
 - (c) you're responsible for configuring, maintaining, securing, updating, monitoring and backing up Customer Equipment and the data on it. We don't manage or back it up unless separately agreed in an Order.
- S5.6** **No access to the data centre.** We don't give customers, or anyone acting for them, access to the data centre. Customer Equipment may be hand-delivered to us or collected from us, by prior appointment during Business Hours, by people you've named to us in advance (we may ask for photo ID), or sent by courier at your risk and cost. We install, cable, move and remove all Customer Equipment ourselves. Any physical work on it while it's with us is carried out by our team as remote hands (S5.7). Any charges for this are set out in the Order or Price List.
- S5.7** **Remote hands.** On your request we'll carry out simple tasks, such as power cycling, drive swaps, cabling and visual checks. Remote hands aren't included in standard hosting unless the Order says so, and are charged at our Price List rates. We act on your instructions and aren't liable for the results of carrying them out as instructed, including any loss of data.
- S5.8** We may move Customer Equipment within our facility on reasonable notice for maintenance or reorganisation, at a time agreed with you where practical. In an emergency we may do so, or power it down, without notice.
- S5.9** Customer Equipment stays at your risk at all times, and you must insure it (clause 16). Our liability for it is limited by clause 15.3. Our UPS, generator and cooling redundancy are measures to protect the facility, not a guarantee of continuous power or availability.

S5.10 Unpaid charges and our right to sell Customer Equipment.

- (a) You agree that we may hold all Customer Equipment in our facility as security for all amounts you owe us under any Contract, and may refuse to release any of it until everything is paid;
- (b) if any amount is 14 days overdue, we may suspend the equipment's network connectivity;
- (c) if any amount is 30 days overdue, we may power down the Customer Equipment and/or end the Contract;
- (d) if any amount is still unpaid 90 days after the Due Date, we'll send you a final written notice, by email and to your postal address, stating the amount owed and that we intend to sell or dispose of the Customer Equipment unless it's paid within 14 days. Where you've told us another party has rights in the equipment (S5.5(a)), we'll send them a copy;
- (e) if the amount isn't paid within that 14 days, you authorise us to remove the Customer Equipment and sell it by any reasonable method at the best price reasonably obtainable. If it has no realistic resale value, you authorise us to dispose of it responsibly;
- (f) before any sale or disposal, we'll securely wipe or destroy all storage media in the equipment. Any Customer Data on it will be permanently destroyed, and we aren't liable for that loss;
- (g) we'll apply the sale proceeds first to our reasonable costs of removal, storage, data destruction and sale, then to the amounts you owe. We'll pay any surplus to you, and any shortfall remains payable by you; and
- (h) you agree this process is reasonable, given that we continue to provide space and power for the equipment while Charges remain unpaid.

S5.11 When the Service ends. Once all Charges are paid, you must collect your Customer Equipment (or arrange courier collection) by the end date, by appointment, under S5.6. If it's not collected within 30 days of the end date, we may move it into storage and charge for storage at the rate for the space it used. If it's still uncollected 90 days after the end date, we'll give you 14 days' written notice. After that, we may treat it as abandoned and deal with it as set out in S5.10(e) to (g).

S6. Business Internet

S6.1 We provide leased lines and dark fibre, as set out in the Order.

S6.2 Services depend on a survey. If the survey shows the installation will cost more than quoted (for example because of extra construction work), we'll tell you before going ahead, and you may cancel at that point without further charge, other than any survey costs set out in the Order.

S6.3 You're responsible for obtaining landlord and wayleave consents, and permission for any equipment or cabling on your building.

S6.4 The Minimum Term is set out in the Order. If you leave early, clause 9.6 applies, including any carrier early termination charges.

S6.5 Service levels. Where the Order includes a service level agreement, its service credits are your only remedy for failing to meet it (clause 4.3).

- S6.6** Equipment we install (such as routers and network terminating equipment) is Duplia Equipment. It remains ours and must be returned under clause 11.2.
- S6.7** You're responsible for the security of your own network and devices, unless we manage them for you under an Order. Clause 5.1(h) and S5.4 (IP addresses) apply.
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S7. Hardware, installation and networking

- S7.1** This schedule covers storage (such as NAS), servers and other hardware we supply, and the network design, cabling, WiFi, CCTV and network management work we carry out. Clause 6 applies to Goods.
- S7.2** **Back up before we start.** Before we install, configure, migrate, upgrade or repair any system, you must make sure a complete, current backup of all data on it exists, independent of that system (clause 3). We aren't liable for data loss during this work.
- S7.3** You'll give us safe access, power and a suitable working area. You'll also tell us about anything relevant in the building (including any asbestos survey and hidden services such as pipes and cables) and obtain any landlord permissions. Extra work caused by site conditions we couldn't reasonably have known about is charged on a time-and-materials basis, after we've told you.
- S7.4** When the work is complete, we'll tell you. You have 5 Business Days to tell us about any material defect in our work, which we'll put right. After that, or once you start using the system in normal work, the work is treated as accepted. This doesn't affect the warranty on Goods (clause 6.6).
- S7.5** Trial and loan units are Duplia Equipment and are at your risk while you have them. Return them in the same condition at the end of the trial, or buy them at the agreed price. Remove your data before returning them. We erase returned units and aren't responsible for any data left on them.
- S7.6** For CCTV systems, you are the controller of the footage. You're responsible for signage, retention, impact assessments and compliance with the Data Protection Legislation.
- S7.7** We configure networks with reasonable care, but no network is completely secure. You're responsible for ongoing security unless it's covered by a support contract with us.
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S8. Professional services and support

- S8.1** Professional services (such as setup, configuration, installation, migration and support) are charged on a time-and-materials basis at the daily or hourly rates in the Order or our Price List, unless the Order sets a fixed price.
- S8.2** Our daily rates are based on an 8-hour day worked within Business Hours (9.00am to 5.00pm on a Business Day). Part days are charged pro rata. Work outside Business Hours, at your request, is charged at the applicable rate plus 25%.
- S8.3** We may also charge reasonable expenses, such as travel, accommodation and subsistence, and the cost of materials and of third-party services we need for the work.

- S8.4** Support contracts cover what's set out in the Order, during Business Hours unless the Order says otherwise. Any response times are targets, not guarantees.
- S8.5** You authorise us to access your systems remotely, using secure tools, where needed to provide the Services. You can withdraw that permission at any time, but this may stop us providing them.
- S8.6** Clause 3 and S7.2 apply to all work we carry out on your systems.
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Versions

This version was last updated on 15 October 2026. If your Contract started under an earlier version, that version applies to it until you're told about a change under clause 18.

- 2 May 2019 (PDF)