



Terms and Conditions

Except where RedDoor IT Ltd has expressly agreed in writing otherwise, the contract between RedDoor IT Ltd and the Customer shall be concluded on these conditions

1. Definitions

"RedDoor IT Ltd" means and unless the context requires otherwise includes RedDoor IT Ltd agents, Suppliers and sub-contractors.

The "Customer" means the party to whom the Quote and supply is made.

The "Quote" means RedDoor IT Ltd quote or supply.

The "Quoted Works" means the works described in the Quote or supply.

The "Quoted Price" means the price for the Quoted Works or supply stated in the Quote or supply and as defined in clause 2 below.

"Additional Works" means works carried out for the Customer not included for in the Quote or which constitute a variation of the works included therein (see clause 3).

The "Works" means both the Quoted Works and Additional Works.

"Normal Working Hours" are Monday to Friday excluding public holidays between the hours of 0900 - 1730.

2. Quoted Price

2.1 The Quoted Price is based on the information supplied to RedDoor IT Ltd at the time of quoting and includes only such items as are expressly specified in the quote and in the specification as at the date of Quote.

2.2 The Quote is open for acceptance for 14 days from the date of Quote unless otherwise agreed.

2.3 The Quote Price excludes all fees incidental to the Quoted Works which are compulsorily payable to third parties by reason of any statute, bye-law or other lawful requirement, which shall be paid by the Customer.

2.4 If the cost to RedDoor IT Ltd of undertaking the Quoted Works is increased or reduced by change in any law, order, regulation or bye-law after the date of Quote, the amount of such increase or reduction shall be added to or deducted from the Quote Price as the case may be.

2.5 The Quote Price excludes the provision of spares.

2.6 The Quote Price excludes VAT, or any other taxes, imposts or duties, which must be paid in addition to the Quote Price to RedDoor IT Ltd by the Customer at the appropriate rate applicable to the Works.

3. Additional Works

3.1 RedDoor IT Ltd may from time to time agree at the request of the Customer to undertake additional works and in addition to the Quoted Price, the Customer shall pay for any such work, services, parts, or goods in accordance with clause 4.

3.2. If RedDoor IT Ltd agrees to commence such Additional Works at the request of the Customer before receipt of a written request, the request for the Additional Works shall be confirmed in writing by the Customer as soon as practicable.

3.3 Unless otherwise agreed, clause 4 shall apply to the Additional Works as though such Additional Works were included in the Works. In the case of periodic payments, the first request for payment for the Additional Works may be included in the next invoice issued in respect of the Works after the request for the Additional Services is received by RedDoor IT Ltd.

3.6 The terms and conditions of this contract shall apply to all work carried out by RedDoor IT Ltd for the Customer.

4. Terms of Payment

4.1 All quotations made by RedDoor IT Ltd are strictly net cash unless otherwise stated and are exclusive of Value Added Tax or any similar or other taxes, levies or duties. Unless otherwise agreed the Purchaser

shall pay RedDoor IT Ltd within fourteen days of the date of an application for payment being made by RedDoor IT Ltd in accordance with the following provisions.

4.2 Interest shall be paid on all overdue amounts from the date payment was due until actually made at the rate of eight per cent above the NatWest bank Base rate operating during the period of delay in payment by the Purchaser.

4.3 Payment shall be made to RedDoor IT Ltd in the following proportions: -

a Payment of 50% of the contract value shall be made at the time at which an order is placed by the Purchaser.

b The balance of the contract value shall be paid on receipt by the Purchaser of invoice and no such equipment shall be operated until such payment is received.

4.4 In circumstances where more than one piece of equipment is to be provided by RedDoor IT Ltd the terms of payment set out above shall apply in respect of the provision of each piece of equipment.

4.5 In the event that the Purchaser does not accept delivery of any goods comprised in the Works or allow commencement or completion of the Works in circumstances where RedDoor IT Ltd is ready to deliver such goods and/or commence or complete the Works, payment will be made as if delivery had been made, or within a reasonable time after the Works would have commenced or completed as the case may be.

4.6 All goods supplied by RedDoor IT Ltd shall remain its property until full payment of the contract price and RedDoor IT Ltd shall be entitled, in the event that the Purchaser fails to make payment to RedDoor IT Ltd and without prejudice to any other remedy which RedDoor IT Ltd may have at law or otherwise to enter the premises where such goods are held and remove them. The Purchaser shall not use or in any way dispose of the goods supplied by RedDoor IT Ltd in respect of which payment has not been received in full by RedDoor IT Ltd .

4.7 If payment is not made in accordance with these terms, RedDoor IT Ltd shall be entitled to suspend work immediately and in such circumstances the times estimated by RedDoor IT Ltd for completion of the Works shall be extended by an amount not limited to the period of such suspension.

4.8 Notwithstanding any other provision of the contract RedDoor IT Ltd may in its discretion require full payment with order or against pro-forma invoices.

4.9 If through no fault of RedDoor IT Ltd final adjustments cannot be made when installation is otherwise complete, payment shall nevertheless become due as though such final adjustments had been made.

5. Customer's Obligations

5.1 RedDoor IT Ltd will be given unimpeded access to the areas where the Works are to be carried out.

5.2 The Customer will, where required by RedDoor IT Ltd, provide the following facilities free of charge: Secure office accommodation, use of telephones, faxes and photocopying equipment, Water, fuel, power and lighting Provision of skips (or other similar facilities) for disposal of rubbish Security clearance and/or escort arrangements (where applicable)

5.3 All materials and goods properly on the Customer's premises, whether fixed or unfix shall be at the sole risk of the Customer who shall be responsible for arranging adequate insurance.

5.4 The Customer undertakes to comply with all applicable regulations, statutory or otherwise, so as to provide a permissible working environment for RedDoor IT Ltd, The Customer shall indemnify RedDoor IT Ltd against any breach or non-compliance with this condition.

6. RedDoor IT Ltd Obligations

6.1 RedDoor IT Ltd warrants that all work undertaken under this contract will be carried out with all reasonable skill and care and save as provided herein all other conditions and warranties, express or implied, statutory or otherwise, and whether arising by virtue of the contract or otherwise as to the standard, fitness for purpose, quality or otherwise of the works are expressly excluded.

6.2 No guarantee or warranty is given for parts or goods supplied which are not made by RedDoor IT Ltd and all liability for any damage, loss, or expense caused by any such parts or goods being defective is expressly excluded.

7. Liability

7.1 Except as hereinafter mentioned RedDoor IT Ltd shall only be liable for and shall indemnify the Customer against all claims in respect of personal injury or death and in respect of loss or damage to any property which arises out of or in consequence of a default in the execution of the Works whilst RedDoor IT Ltd has responsibility for the care thereof and against all demands, costs, charges and expenses arising in connection therewith. RedDoor IT Ltd shall not be liable, and the Customer shall indemnify RedDoor IT Ltd from and against, any claims in relation to death or personal injury or loss of or damage to property to the extent that the same results from any neglect of the Customer, its agents, servants or other

contractors (not being RedDoor IT Ltd servants, agents or sub-contractors) and in the case of damage to property to the further extent that the damage is an inevitable consequence of the execution of the Works.

7.2 RedDoor IT Ltd shall not be liable to the Customer by way of indemnity or by reason of any breach of the contract or of statutory duty or by reason of tort (including, but not limited to, negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever.

7.3 Except in the case of personal injury, under no circumstances whatsoever shall the liability of RedDoor IT Ltd to the Customer under the contract or by tort for any one act or default exceed £1 million and the Customer shall hold RedDoor IT Ltd harmless against all claims in excess of this sum.

7.4 The liability assumed under these conditions shall be in lieu of any other liabilities which would otherwise result from breach of this contract or under statute or at common law, including negligence, misrepresentation and the like by RedDoor IT Ltd.

7.5 RedDoor IT Ltd shall not be liable for any loss, claim, or damage whatsoever incurred or suffered by the Customer arising from any failure by RedDoor IT Ltd to fulfil its obligations under the contract to the extent that such failure is caused by reason of any industrial dispute or any cause beyond the reasonable control of RedDoor IT Ltd.

7.6 The Customer warrants that it is, or shall be the sole beneficial owner of the Works and of the premises in which the Works are located, or if not, the Customer warrants that it will indemnify RedDoor IT Ltd against all damages and compensation awarded or costs incurred in respect of any claims whatsoever made against RedDoor IT Ltd in respect of such property of which the Customer is not, or will not be the sole beneficial owner.

7.7 The Customer undertakes to comply with all applicable safety regulations, statutory or otherwise, so as to provide a safe working environment for RedDoor IT Ltd, The Customer shall indemnify RedDoor IT Ltd against any breach or non-compliance with this condition.

8. Delay

8.1 In the event that for reasons beyond the direct control of RedDoor IT Ltd, RedDoor IT Ltd are unable to carry out the Works in accordance with the timescale referred to in the Quote, or such other timescale as may be agreed from time to time, the completion date shall be extended accordingly.

8.2 RedDoor IT Ltd shall be paid all and any additional cost arising as a result of the extension to the completion date, which shall be calculated on the same basis as the value of the Additional Works described in clause 3.2.

8.3 In the event that completion of the Works or part thereof, is delayed beyond the completion date due to the act, omission or neglect of RedDoor IT Ltd, RedDoor IT Ltd liability to the Customer shall not exceed 1% of the Quote Price for each week of delay, or pro rata for part of a week. Notwithstanding the length of delay, in no circumstances shall the liability of RedDoor IT Ltd for delay beyond the completion date exceeds 10% of the Quote Price.

9. Termination

9.1 The appointment of RedDoor IT Ltd may be terminated by RedDoor IT Ltd or the Customer immediately without notice if either go into liquidation, becomes bankrupt or insolvent, or has a receiving order made against it, or compounds with its creditors or carries on its business under a Receiver. Other than the above the termination period is 3 months from the end of the contract date.

9.2 The appointment of RedDoor IT Ltd may be terminated if either party is in material breach of any of its obligations hereunder or such breach is not remedied within 14 days after written notice.

9.3 Any termination of the Contract or of the appointment of RedDoor IT Ltd under the Contract is without prejudice to either party's existing rights and obligations under the Contract.

10. Software

Where, as part of the contract, the Customer provides software, in the absence of an express license, the Customer warrants that RedDoor IT Ltd is entitled to use the software and shall indemnify RedDoor IT Ltd against any loss, expense, charge or any other costs incurred by RedDoor IT Ltd as a result of the Customer's breach of this warranty.

11. Sub-Contracts

RedDoor IT Ltd shall have the right to sub-contract any portions of the Works.

12. Assignment

Neither the Customer nor RedDoor IT Ltd shall assign the benefit of this contract, or any part thereof, without the prior written approval of the other.

13. Jurisdiction

The Agreement shall in all respects be governed by and construed and interpreted in accordance with Law of England and Wales and the parties hereby submit to the sole jurisdiction of the Courts of England and Wales.

14. Severability

If any terms of this Agreement are held to be invalid, this shall not affect the validity of the remainder.

15. Third Parties Rights The Contract (Right of Third Parties) Act 1999 shall not apply to any contract entered into under these terms conditions.

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