

Standard Terms and Conditions (RDTC)

1. Application of These Terms

1.1 These Standard Terms and Conditions ("RDTC") apply **only where no Managed IT Services Agreement (MSA) is in force** between RedDoor IT Ltd ("RedDoor") and the Customer.

1.2 Where an MSA is entered into, the MSA shall take precedence.

1.3 These RDTC govern ad-hoc, project-based, break/fix, or other non-managed services provided by RedDoor.

2. Definitions

"RedDoor" means RedDoor IT Ltd and its employees, agents, suppliers, and subcontractors.

"Services" means the works carried out by RedDoor on an ad-hoc or non-managed basis.

3. Nature of Services

3.1 Services provided under these RDTC **do not constitute managed services**.

3.2 No service levels, proactive monitoring, preventative maintenance, or guaranteed response times apply unless expressly agreed in writing.

4. RedDoor Obligations

4.1 RedDoor shall carry out the Services with reasonable skill and care.

4.2 All other warranties, conditions, or representations, whether express or implied, are fully excluded permitted by law.

4.3 RedDoor gives no warranty in respect of third-party goods, software, or services.

5. Customer Obligations

5.1 The Customer shall provide safe, uninterrupted access to systems and premises where Services are to be performed.

5.2 All customer equipment and data remain at the Customer's risk and must be adequately insured.

5.3 The Customer shall comply with all applicable laws and indemnify RedDoor for losses arising from non-compliance.

6. Charges and Payment

6.1 Invoices are payable in accordance with the payment terms stated on the invoice.

6.2 Where payment is overdue, RedDoor may **immediately suspend Services** without liability.

6.3 RedDoor may charge interest on overdue amounts at eight percent (8%) above the Bank of England base rate.

6.4 RedDoor may require payment in advance or on a pro-forma basis.

6.5 Third-Party Licence Commitments

Where the Customer orders software licences, subscriptions, or cloud services supplied by a third-party vendor (including but not limited to Microsoft), the Customer acknowledges that such licences may be subject to minimum commitment periods, advance payment requirements, or price changes imposed by the vendor.

RedDoor acts as a reseller and administrator of such licences only. The Customer remains responsible for all charges arising from vendor-imposed commitments, including charges that continue after termination of Services or where no Managed IT Services Agreement is in force.

7. Termination (Non-MSA Customers)

7.1 This clause applies only where Services are provided without a signed Master Services Agreement (MSA).

7.2 Subject to any agreed minimum term specified in a Schedule or Order, either party may terminate the affected Services by giving not less than three (3) months' written notice.

7.3 Termination under this clause shall not affect:

- (a) any accrued rights or liabilities;
- (b) any charges due in respect of Services provided up to the effective termination date;
- (c) any third-party licence or subscription commitments which remain payable for their contracted term.

7.4 RedDoor IT reserves the right to suspend or terminate Services immediately in the event of material breach, insolvency, or non-payment in accordance with these Terms.

8. Sub-Contracting

RedDoor may sub-contract any part of the Services. This may include the use of third-party processors in accordance with the Data Processing Agreement.

9. Limitation of Liability

9.1 RedDoor shall not be liable for any loss of profit, loss of business, loss of revenue, loss of data, or any indirect or consequential loss.

9.2 Subject to Clause 9.1 and except in respect of liability which cannot lawfully be limited or excluded, RedDoor's total aggregate liability arising out of or in connection with the specific Services, project, quotation, order, or block hours engagement giving rise to the claim, whether in contract, tort (including negligence), misrepresentation or otherwise, shall not exceed the total fees paid by the Customer to RedDoor for those specific Services.

9.3 Nothing limits liability for death or personal injury caused by negligence or for matters which cannot be excluded by law.

10. Force Majeure

Neither party shall be liable for failure or delay due to events beyond reasonable control.

11. Intellectual Property

All methodologies, scripts, tools, and working practices used by RedDoor remain the property of RedDoor unless agreed otherwise in writing.

12. Data Protection

Where RedDoor IT processes personal data on behalf of the Customer, such processing shall be governed by RedDoor IT's Data Processing Agreement.

13. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

No person who is not a party to these Terms shall have any right to enforce any of their provisions.

RedDoor IT Ltd may amend or replace these Terms from time to time. Any updated version shall apply only to Services provided, ordered, or accepted after the effective date of the updated Terms.

14. Governing Law

These RDTC are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.