

TERMS AND CONDITIONS

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

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

1. Definitions

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

2. RedDoor Obligations

2.1 RedDoor 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.

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

3. Customer's Obligations

3.1 RedDoor will be given unimpeded access to the areas where the Works are to be carried out.

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

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

4. Terms of Payment

4.1 All invoices will be collected by Direct Debit on the 15th of the month.

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 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 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.

4.4 All goods supplied by RedDoor shall remain its property until full payment of the contract price and RedDoor shall be entitled, in the event that the Purchaser fails to make payment to RedDoor and without prejudice to any other remedy which RedDoor 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 in respect of which payment has not been received in full by RedDoor.

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

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

5. Third Parties Rights

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

6. Sub-Contracts

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

7. Liability and Indemnity

7.1 RedDoor will not by any reason of any representation, implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, be liable for any loss of profit or any indirect, special or consequential

loss, damage, costs, expenses or other claims, (whether caused by RedDoor's employees, agents or otherwise) in connection with its provision of the Services or the performance of any of its other obligations under these Terms and Conditions, or with the use by the Client of the Services supplied.

7.2 RedDoor shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of RedDoor's obligations if such delay or failure is due to any cause beyond RedDoor's reasonable control.

7.3 The Customer shall indemnify RedDoor against all damages, costs, claims and expenses suffered by RedDoor arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or its agents or employees.

7.4 Nothing in these Terms and Conditions shall limit or exclude RedDoor's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

8. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

9. Termination

9.1 The appointment of RedDoor may be terminated by RedDoor or the customer immediately without notice if either go into liquidation, become 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 Minimum Term.

9.2 The appointment of RedDoor may be terminated if either party is in material breach of any of its obligations hereunder and, if the breach is capable of remedy, fails to remedy it within 30 days after being given written notice giving full particulars of the breach requiring it to be remedied.

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

10. Severability

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

11. Data Protection

RedDoor will only use the Customer's personal information as set out in RedDoor's Data Protection and Data Retention Policies. Copies of which are available on our website.

12. Law and Jurisdiction

12.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the Laws of England and Wales.

12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the Courts of England and Wales.